Customer Information and General Conditions of Insurance

Sunrise call protect (For policies covered by AXA from 1.1.2027 onwards)

Information for the Policyholder in accordance with the VVG

The following provides you with general information about Sunrise call protect insurance in accordance with the provisions of Art. 3 of the Swiss Insurance Contract Act (VVG). The content of the contract can be found in the application confirmation or contract extension confirmation and the following General Conditions of Insurance (which contain the legally valid precise definitions). This English translation may be used for information purposes only. The German wording prevails in case of litigation.

1. **Who is the insurer?** The insurer is AXA Versicherungen AG, hereinafter referred to as "AXA". AXA is authorized by FINMA and has its registered office at General Guisan-Strasse 40, 8401 Winterthur. AXA has appointed its tied intermediary bolttech Switzerland AG, Seefeldstrasse 283A, 8008 Zurich for the administration of the Group Insurance Contract.
2. **Who is the policyholder?** The policyholder is Sunrise GmbH whose registered office is at Thurgauerstrasse 101B, 8152 Glattpark (Opfikon), Switzerland, hereinafter referred to as "Sunrise".
3. **Who are the beneficiaries?** The beneficiaries are insured persons whose place of residence is in Switzerland or in the Principality of Liechtenstein and who have concluded a valid mobile telephone contract with Sunrise and are included in the group insurance contract between AXA as the insurer and Sunrise as the policyholder.
4. **What is insured?** The insured risks and the scope of cover are specified in the description of benefits, the mobile telephone contract and the General Conditions of Insurance.
5. **How is the premium calculated?** The amount of the premium is specified in the confirmation of cover.
6. **What are the payment terms?** The due premium is payable on a monthly basis. The monthly insurance premium shall be collected by the policyholder via the monthly mobile telephone bill.
7. **What duties and obligations do you have as a beneficiary?** During the term of the contract and in an insured event:

a. the policyholder must be informed of any changes relevant to the contract, e.g. change of name or address of the beneficiary or change of a mobile telephone contract holder;

b. For claims with accident date before 01.01.2027, the claims service specified in the service description must be informed truthfully about the cause and circumstances of the damage in written or electronic form (using the Online Self-Care Portal) or by telephone. For claims with accident date after 31.12.2026, the claim needs to be reported at sunriseprotect.bolttech.ch

8. **What is the term of the contract?** The minimum term and the methods of termination are provided in the General Conditions of Insurance.
9. **How does AXA handle your data?** In connection with the initiation, preparation and performance of the insurance contract, AXA processes personal data (e.g. name, address, date of birth, contact details), customer and contract data (e.g. information relating to the insured device and the contractual relationship), financial and debt collection data (e.g. information on bank details), as well as claims and benefit data (e.g. claim notifications, assessment reports, supporting documents). Such data is processed in particular for the purposes of risk and premium assessment, the review and handling of applications, claims and benefits, contract administration, compliance with statutory obligations, fraud prevention, statistical analyses, market research and marketing. To the extent necessary for the above purposes, personal data may be disclosed to companies within the AXA Group, co-insurers and reinsurers, intermediaries, service providers (data processors), authorities, courts, experts and other parties involved in the insurance chain. AXA takes appropriate technical and organisational measures to ensure the security of personal data. Personal data is retained for at least the statutory minimum retention periods, generally no less than ten years from the date of termination of the contract or settlement of the claim. Upon expiry of the applicable retention period, data is deleted or anonymised, unless a legal obligation requires further retention. Further information on data protection, including the rights of data subjects, is available at: www.axa.ch/data-protection.

General Conditions of Insurance for Sunrise call protect

AXA Versicherungen AG whose registered office is at General-Guisan-Strasse 40, 8401 Winterthur, hereinafter referred to as "AXA", is liable for the benefits agreed and specified in this insurance document for the customers entitled to benefit (insured persons) in accordance with the group insurance contract with Sunrise GmbH, hereinafter referred to as "Sunrise" or the policyholder. The insured persons are specified in the *General Conditions of Insurance* and also by the provisions of the Swiss Insurance Contract Law.

1. Inception, term and fundamental requirements for the cover

1.1 The agreed Sunrise call protect cover shall be valid from the date of joining the existing group insurance contract. Joining the insurance contract is possible at any time subject to the existence of a valid Sunrise mobile telephone contract. The insurance contract may be terminated at any time and without notice by informing Sunrise. The insurance contract shall end on the day following the termination.

1.2 The insurance is exclusively restricted to the mobile telephone numbers registered with AXA that are used under a mobile telephone contract concluded between Sunrise and the beneficiary.

1.3 In the event of number portability, cover shall commence in any event upon the activation / implementation of the number porting.

1.4 Cover shall only exist if the appropriate insurance premium has been paid at the time the insured event occurs.

2. Beneficiary

The beneficiary is the holder of the telephone number specified in the insurance policy.

3. Insured events and benefits

Phone fraud / data communication fraud

If the beneficiary incurs connection charges as a result of the misuse of mobile telecommunication services via the insured mobile telephone number (telephone calls, SMS, MMS, data transfer and data transmission, loading and downloading data, etc.) following the theft or robbery of his mobile telephone or tablet in the time between such theft and notification to Sunrise (blocking), AXA shall indemnify such charges up to a maximum amount of CHF 3,000. AXA's duty to provide benefit lapses if the theft or robbery of the respective mobile telephone or tablet is not reported to Sunrise, so that the relevant SIM card can be blocked within 72 hours of the occurrence or discovery of such theft or robbery and the theft or robbery is not reported to the responsible police station.

4. Uninsured events

4.1 Losses caused as follows are not insured:

a. by failure to observe the manufacturer's operating instructions;

b. by modifications to the original features of the insured mobile telephone or tablet

c. arising as a result of intentional acts by the beneficiary;

d. by leaving, misplacing or losing the device;

e. by confiscation by authorities irrespective of whether or not such confiscation of the mobile telephone or tablet occurred as a result of illegal activities;

f. by viruses;

g. by the beneficiary committing or attempting to commit crimes, offences or fraudulent use in accordance with the provider's General Terms and Conditions.

4.2 The following losses are not insured:

a. technical faults that are covered by warranty claims or that are not caused by external influences;

b. depreciation and pure financial loss, loss of use, loss of data, postage and transport costs (return, repair, etc.);

c. software damage;

d. indirect losses incurred as a result of the insured event (financial loss, loss of use, loss of profit, expenses, etc.);

4.3 losses resulting from acts of war or terrorism, all kinds of disturbance, measures taken to counter such disturbances and losses caused by natural disasters, epidemics and pandemics;

4.4 losses resulting from incidents involving atomic, biological or chemical substances;

4.5 events covered by the manufacturer's or seller's warranty or liability;

4.6 events that had already occurred at the time of the commencement of the insurance policy;

4.7 in the event of theft from a motor vehicle if there are no obvious signs of forceful entry and the insured mobile telephone or tablet was left visible within the vehicle's passenger compartment; and

4.8 losses incurred if the insured mobile telephone or tablet is used or kept by persons other than the beneficiary.

4.9 If the IMEI number or the MSISDN or manufacturer's serial number (limited to non-independent mobile enabled tablets) in the insured mobile telephone cannot be reported to the insurer.

4.10 If the insurer refuses to provide benefits, any costs for the return of damaged mobile telephones or tablets already sent for repair requested by the insured person shall be borne by the beneficiary.

5. Duties of the beneficiary

5.1 The beneficiary is obliged to comply fully with its contractual or statutory duties of reporting, disclosure and conduct.

5.2 Losses caused by theft or robbery must be reported to the responsible police station within 72 hours of such

robbery or theft occurring or being discovered. At the request of the insurer a copy of the police statement / police report must be provided together with the notification of claim (via the AXA Customer Service number provided at Clause 10).

5.3 The beneficiary is under a duty to do everything possible to contribute to the mitigation of the loss and to investigate the circumstances of such loss.

5.4 If the beneficiary is also able to claim benefits which have been provided by AXA from a third party, he must safeguard these claims and assign them to AXA.

5.5 The insured event must be reported without delay to AXA or the service partner appointed by AXA to receive notifications of claim.

5.6 The claim must be substantiated and evidence must be provided. The following documents must be sent at the request of AXA to the AXA contact address provided at Clause 10:

- Application confirmation or contract extension confirmation and evidence of purchase / invoice including IMEI number and purchase price.
- Police statement / police report, notification of claim (for theft)
- Itemised statement from the service provider for the current month and previous three months (for phone fraud / data communication fraud). Any costs in relation to requesting the itemised statement shall be borne by the beneficiary.
- Completed claim form (if requested by AXA)

6. Consequences of breaching duties of disclosure and conduct

If the beneficiary breaches his contractual or statutory duties of reporting, disclosure or conduct and the cause, the occurrence, the extent or the investigation of the loss is affected as a result, AXA may be entitled to refuse or reduce its benefits. There shall be no reduction of benefit if the beneficiary can prove that his conduct did not negatively affect either the loss or the investigation of such.

Furthermore, in the event of the non-fulfilment of the obligations specified at Clause 5 or parts thereof, AXA is entitled to reverse any indemnity already provided by sending a bill for the costs of such indemnity

7. Subsidiarity clause

7.1 If the beneficiary is entitled to make a claim under any other insurance contract (voluntary or compulsory insurance), cover shall be limited to the portion of the AXA benefits exceeding those under the other insurance contract. The costs shall only be reimbursed once in total.

7.2 However, if AXA has provided benefits for the same loss, such benefits shall be regarded as an advance payment and the beneficiary shall assign his claims against the third party (third party, voluntary or compulsory insurance) to AXA for the same amount.

8. Limitation

The claims shall become time barred five years after the occurrence of the event establishing the duty to provide benefit.

9. Jurisdiction

Claims against AXA may be submitted to the court for the registered office of the company or for the Swiss place of residence of the beneficiary.

10. Contact address

Authorised Service Provider:

bolttech Switzerland AG, Seefeldstrasse 283A, 8008 Zurich

Hotline: +41 800 561 370 *

E-Mail: contact.sunrise@bolttech.eu

Website: sunriseprotect.bolttech.ch

*(*The cost corresponds to the cost of a local rate call. The costs can vary per provider.)*