# Customer Information and General Conditions of Insurance
# Sunrise call protect (July 2023 edition for policies dated from 01.08.2023)

The following customer information provides a concise overview of the identity of the insurer and the key contents of the insurance policy.

1. **Who is the insurer?** Chubb Insurance (Switzerland) Ltd ("CISL") is a part of the Chubb Group under the holding company Chubb Limited, which has its registered office in Zurich and is listed on the New York Stock Exchange (NYSE). In addition to sanctions imposed by Switzerland, CISL is therefore also subject to other national limitations as well as certain US statutes and provisions which may prohibit it from granting insurance cover to certain natural or legal persons or from making payments to such persons or from insuring certain types of activities in connection with certain countries such as Iran, Syria, North Korea, North Sudan, Cuba and Crimea.
2. **Notices and correspondence**
   All declarations intended for CHUBB which affect the contract must be sent to our service partners in the form agreed in accordance with the insurance conditions or required by law at one of the following addresses otherwise they will be deemed not to have been made:

   a) General correspondence:
      - Sunrise LLC, Thurgauerstrasse 101B, CH-8152 Glattpark (Opfikon)
      - insurance@sunrise.ch

   b) Notifications of claim:
      - Callpoint AG, Avenue de Tivoli 3, CH-1700 Freiburg / Fribourg
      - Online claims portal: www.chubbprotect.ch
      - service@chubbprotect.ch

   All declarations to be given by CHUBB will be deemed to be effective if they are made in the form agreed in accordance with the insurance conditions or required by law and sent to youSunrise r last known Swiss postal or email address.

   We would therefore ask you to let us know of any change of address without delay.

   CHUBB is entitled to amend the addresses specified for declarations to be made to CHUBB on a unilateral basis.

3. **Who is the policyholder?** The policyholder is Sunrise LLC whose registered office is at Thurgauerstrasse 101B, CH-8152 Glattpark (Opfikon), hereinafter referred to as "Sunrise".
4. **Who is the beneficiary?** 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 Chubb as the insurer and Sunrise as the policyholder.
5. **What is insured?** The insured risks and the scope of cover are specified in the description of services, the mobile telephone contract and the General Conditions of Insurance. This insurance cover is indemnity insurance.
6. **How is the premium calculated?** The amount of the premium is specified in the confirmation of cover.
7. **What are the payment terms?** The premium is payable on a monthly basis. The monthly insurance premium is collected by the policyholder via the monthly mobile telephone bill.
8. **What duties and obligations do you have as a beneficiary?** During the term of the contract and in an insured event:
   a) the policyholder or Chubb 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) the claims service specified in the service description must be informed truthfully about the cause and circumstances of the damage without delay in written or electronic form or by telephone.
9. **Term of the insurance cover** The minimum term and the methods of termination for the insurance policy are specified in the General Conditions of Insurance.

**10. Right of revocation and effects of revocation**

The insured person can revoke their inclusion in the group insurance contract in writing or in any other form that can be evidenced in writing. The revocation period is 30 days and commences as soon as the insured person has confirmed their inclusion. The revocation period is met if the insured person gives notice of revocation to Sunrise or posts their notice of revocation by the last day of the revocation period. There is no right of revocation for provisional cover and for agreements with a term of less than one month. The effect of revocation is that inclusion in the group insurance contract will be void. The insured person must reimburse any benefits already provided. The insured person does not owe Sunrise any further payment. If it is equitable to do so, the insured person must reimburse Sunrise in part or in full for the costs of specific clarifications undertaken by Sunrise in good faith with regard to the inclusion in the contract.

**11. How does the protection of personal data apply?** Within the framework of the assessment, preparation and implementation of the contractual relationship with you, Chubb processes in particular customer data (such as name, address, date of birth and nationality), data in connection with the insurance application (e.g. information on the insured risk), financial and debt collection data (e.g. information on bank details) as well as claims and benefits data (such as data required in connection with any claims and benefits). Insofar as this is necessary for contractual purposes (e.g. in connection with claims), personal data requiring special protection (such as health data) may additionally be processed.

The data is used in particular for the determination of the premium, the risk assessment, for the administration of the contract and the provision of benefits (including claims processing), for statistical evaluations and for marketing purposes.

To the extent necessary for the assessment, preparation and conclusion or performance of the contract, personal data may be disclosed to affiliated companies in Switzerland and abroad, particularly to co-insurers and reinsurers, service providers of Chubb and companies of the Chubb Group.

The data is stored electronically and/or physically in various secured databases aimed at the different processing purposes (such as policy administration, payment processing, claims processing, etc.). In particular business-relevant data is stored in accordance with statutory regulations for at least ten years from the termination of the contract and claims data for at least ten years from the settlement of the claim. Data that is no longer required is deleted to the extent permitted by law.

Please refer for further details to our Master Privacy Policy, available under the following link: https://www.chubb.com/ch-en/footer/privacy-policy.html.

**General Conditions of Insurance**

Chubb Insurance (Switzerland) Limited, whose registered office is at Bärengasse 32, CH-8001 Zurich, hereinafter referred to as "Chubb", 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 LLC, hereinafter referred to as "Sunrise" or the Policyholder. The benefits are defined in the General Conditions of Insurance and also by the provisions of the Swiss Insurance Contract Law.

**1. Commencement, term and fundamental requirements for 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 LLC. The insurance contract shall end on the day following termination.

1.2 The insurance is exclusively restricted to the mobile telephone number registered with Chubb that is 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

1.5 Right of revocation and effects of revocation

The insured person can revoke their inclusion in the group insurance contract in writing or in any other form that can be evidenced in writing. The revocation period is 30 days and commences as soon as the insured person has confirmed their inclusion. The revocation period is met if the insured person gives notice of revocation to Sunrise or posts their notice of revocation by the last day of the revocation period. There is no right of revocation for provisional cover and for agreements with a term of less than one month. The effect of revocation is that inclusion in the group insurance contract will be void. The insured person must reimburse any benefits already provided. The insured person does not owe Sunrise any further payment. If it is equitable to do so, the insured person must reimburse Sunrise in part or in full for the costs of specific clarifications undertaken by Sunrise in good faith with regard to the inclusion in the contract.

**2. Beneficiary**

The beneficiary the owner 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 LLC (blocking), Chubb shall indemnify such charges up to a maximum amount of CHF 3,000.

**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 grossly negligent or intentional acts by the beneficiary;
d) by leaving, misplacing and 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 fraud in accordance with the Provider's General Terms and Conditions.

4.2 The following damage is 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 caused by 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 not hidden in a reasonable way; 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. The beneficiary's obligations and duties regarding conduct**

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

5.2 The theft or robbery of the mobile telephone or tablet must be reported to Sunrise LLC within 72 hours of such theft or robbery occurring or being discovered.

5.3 In the event of the theft or robbery of the mobile telephone or tablet, the relevant SIM card must be blocked within 72 hours.

5.4 Theft or robbery must be reported to the responsible police station by no later than 72 hours following such theft or robbery 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 Chubb Customer Service number provided at Clause 9).

5.5 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.

5.6 If the beneficiary is also able to claim benefits which have been provided by Chubb from a third party, they must safeguard these claims.

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

**5.8** The claim must be substantiated and evidence must be provided. The following documents must be sent to the Chubb contact address provided at Clause 9 at the request of Chubb:

- Application confirmation or contract extension confirmation and evidence of purchase / invoice including IMEI number and purchase price.
- Police statement / police report (if requested by Chubb)
- 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 Chubb)

**6. Consequences of breaching obligations and duties regarding conduct**

6.1 The obligations and duties regarding conduct listed in this contract and the consequences of breaching such obligations and duties regarding conduct are not exhaustive; further ones arise under the Insurance Contract Act.

6.2 Duty of disclosure in an insured event
If the person subject to the obligation has culpably breached their duty of disclosure in an insured event, the insurer is authorised to reduce the indemnity by the amount by which it would have reduced in the event of timely disclosure.
The insurer is not bound by the contract if the person subject to the obligation has failed to provide notification without delay with the intention of preventing the timely assessment of the circumstances surrounding the occurrence of the suspected event.

6.3 Duty to mitigate loss
If the person subject to the obligation has culpably breached their duty to mitigate loss, the insurer is authorised to reduce the indemnity by the amount by which it would have reduced had such obligation been fulfilled.

6.4 Duty to provide documentation and information
If the person subject to the obligation fails to issue or submit the information and evidence necessary for the assessment of the insurance claim within 30 days following a written request from the insurer including a threat of default consequences, the insurance claim will lapse.

6.5 In the event of the breach of any other contractually agreed obligations and duties regarding conduct, the insurer's duty to provide benefit will lapse. This legal consequence does not apply if:

- the breach is deemed not to be culpable according to the circumstances; or
- the person subject to the obligation proves that the breach has not affected the occurrence of the suspected event and the extent of the benefit owed by the insurer - provided that they relate to an obligation or duty regarding conduct which could actually affect the occurrence of the suspected event or the extent of the benefit owed by the insurance company.

**7. Limitation**

Claims lapse five years after the occurrence of the event establishing the duty to provide benefit.

**8. Jurisdiction**

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

**9. Contact address**

Sunrise Protect Customer Service on behalf of Chubb Insurance (Switzerland) Ltd

Authorised Service Provider:
Callpoint AG
Avenue de Tivoli 3
CH-1700 Freiburg / Fribourg

Hotline: +41 (0)58 400 79 97*
E-Mail: service@chubbprotect.ch
Internet: www.chubbprotect.ch
*(*The cost corresponds to the cost of a local rate call. The costs can vary per provide)*