Customer Information and General Conditions of Insurance

Sunrise Flex Upgrade (For policies covered by AXA from 1.1.2027 onwards)

Pre-contractual Information for Insured Persons in accordance with Art. 3 Insurance Contract Act
The following provides you with general information about Sunrise Flex Upgrade insurance in accordance with the provisions of Art. 3 of the Federal Act on Insurance Contracts. This information is not exhaustive. Please refer to the General Insurance Conditions (GTC) and your insurance confirmation for the detailed provisions.

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, CH-8152 Glattpark (Opfikon), hereinafter referred to as "Sunrise".
3. **Who is the insured person?** Insured persons are Sunrise customers whose place of residence is in Switzerland and who have concluded a valid mobile telephone contract with Sunrise and joined in the group insurance contract between AXA as the insurer and Sunrise as the policyholder.
4. **What type of insurance is it and what is insured?** It is a damage insurance to protect the insured mobile telephone, tablet, or smartwatch, hereinafter referred to “insured device”. The insurance covers damage to or destruction of your insured device as a result of a sudden or unforeseen external event. Insurance cover is also provided in the event of theft of the insured device. In addition, the Flex Upgrade service is included in the insurance product. Flex Upgrade means you may be entitled to an early upgrade as described in the General Insurance Conditions. The Flex Upgrade service remains available only as long as you have not fully paid off your device and continue to maintain an active instalment plan. The authorised devices, the insured risks and the scope of cover are specified in the description of services, the mobile telephone contract concluded with Sunrise for the device, and the General Conditions of Insurance.
5. **What deductibles exist?** There is an excess for each insured event (exclusive of taxes and duties) for claims under Device Protection for damage and Theft, or an devaluation for upgrades with Flex Upgrade where the old device is not in a good working condition (more information under General Conditions of Insurance). The amount of the excess and devaluation is calculated according to the device class (i.e., the unsubsidised sales price of the mobile telephone, tablet or smartwatch including taxes at the time when the contract was concluded). AXA reserves the right to appoint a third party to request and collect the excess or devaluation (factoring). The commencement and termination of cover, the insured risks, the extent of the cover and its exclusions can be found in the General Conditions of Insurance below.
6. **What does the insurance cover cost and when do I pay the insurance contribution?** The cost of the insurance cover depends on the value of the device to be insured. You may find the amount of the insurance contribution due (hereinafter referred to as premium) in your insurance confirmation. The premium is payable on a monthly basis. The monthly insurance premium is collected by the policyholder via the monthly bill.
7. **When does the insurance coverage begin and end?** Insurance coverage begins on the day on which you join the group insurance contract or on the day specified in the insurance confirmation. In the event of number porting, insurance cover will start once you’ve received the device. The insurance cover is only concluded for one month and is automatically extended if it is not terminated with effect from the end of the next month.
8. **Where does the insurance cover apply?** This insurance covers your insured device in Switzerland. This insurance also covers your insured device anywhere in the world for up to a maximum of 30 days in any continuous 12-month period unless the incident has taken a place in a country where the Swiss government has issued advice against travelling there prior to your departure.
9. **What main duties and obligations do you have as insured person?** During the term of the insurance coverage and in an insured event:

a. the insured device must be treated carefully, kept in a reasonable condition, and protected from damage. Otherwise, the cover may partially or totally lapse.

b. the policyholder or AXA must be informed of any changes relevant to the contract, e.g., change of name or address of the insured person or change of a mobile telephone contract holder.

c. in the event of any damage to or theft of the insured device, you must notify bolttech as soon as possible, and in any case within 14 days of the incident occurring.

d. if your insured device has been stolen or intentionally damaged by a third party, this must be reported immediately and by no later than 48 hours after discovering such event to the local police or responsible authorities.

e. 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.

f. In the event of the insured device being stolen or intentionally damaged by a third party, a police report (or comparable evidence) must be enclosed with the damage report;

g. where applicable, all locking mechanisms (e.g., FMIP and activation locks) must be deactivated, and the SIM card must be removed from the damaged insured device before sending in the event of a claim being accepted. Locking mechanisms means PIN locks, biometric locks, “Find my”, “iCloud” account binding or other locking mechanisms, which must be deactivated by you prior to handing the device over. Further obligations arise from the general terms and conditions as well as from the Federal Act on Insurance Contracts VVG.

10. What is the term of the contract? The minimum term and the methods of termination are specified in the General Conditions of Insurance.

11. How can I exercise my right of withdrawal? You may revoke your accession to the group insurance declaration without stating reasons within 30 days. The revocation can be affected using the online customer account “My Sunrise”, the Sunrise Hotline (Tel: 0800 707 707) or in the Sunrise Shop. The revocation period commences upon joining the group insurance contract. In order to comply with the revocation period, it is sufficient that you send the revocation notice in good time. The revocation notice must be sent directly to Sunrise.

12. How does the protection of personal data apply? 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 Flex Upgrade

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.

1. Commencement, term, and fundamental requirements for cover

1.1. Inclusion in the group insurance contract and commencement of cover

Inclusion as an insured person in the group insurance contract for Sunrise Flex Upgrade is possible if there is a valid Sunrise mobile telephone contract for your mobile telephone, tablet, or smartwatch, hereafter referred to as “insured device”, and an instalment plan with Sunrise. The accession to the group insurance contract must happen within 1 month after the initial purchase of the mobile telephone, tablet or smartwatch. The instalment plan means your agreement with Sunrise (independent from the premium of this insurance) under which you are paying the purchase price (including any applicable VAT) of your insured device in either 24 months (24 instalments) or 36 months (36 instalments), Insurance coverage begins on the day on which inclusion in the group insurance contract takes place or on the day specified in the insurance confirmation. In the event of number porting, insurance cover will start once you’ve received the device. Only losses occurring during the period of insurance cover are insured. Damage occurring before or after the insurance period is not insured. The first payable monthly insurance contribution, calculated according to the device class, is due for payment by one month after the commencement of the insurance coverage.

1.2. Minimum term and termination

The minimum term for Sunrise Flex Upgrade is 1 month. The insurance coverage automatically extends for a further month unless it is terminated by way of notice of 1 month to the end of the following month being sent to Sunrise.

The insurance coverage will terminate automatically if you choose to upgrade your insured device with Flex Upgrade. When you get your upgrade, you will be included in the group insurance contract with your new device.

The insurance coverage will terminate automatically in any event if the Sunrise device contract is terminated.

If any refund is owed to the insured person, it will be refunded by the policyholder via the following monthly mobile telephone bill.

2. Right of revocation

You may revoke your accession to the group insurance declaration without stating reasons within 30 days where no claim has been made. If you have made a claim in this time, you will need to repay AXA the cost of that claim before you can revoke your accession. The revocation can be affected using the online customer account “My Sunrise”, the Sunrise Hotline (Tel: 0800 707 707) or in the Sunrise Shop. The revocation period commences upon joining the group insurance contract. In order to comply with the revocation period, it is sufficient that you send the revocation notice in good time. The revocation notice must be sent directly to Sunrise.

3. Insured object

Cover extends to the mobile telephone, tablet, or smartwatch insured under the Sunrise Flex Upgrade group insurance contract.

4. Insured Person

The insured person is the person who is the contract holder of the insured device, or authorised user of the IMEI number of which is noted in this contract and thus insured under the group insurance contract between Sunrise and AXA. In the event that the insured device is sold, the insurance coverage does not transfer to the new owner.

5. Insured events and benefits

5.1. Device Protection (damage to the insured device)

If, as a result of a sudden or unforeseeable external influence (e.g. dropping, pressure, falling, heat, fire, cold or contact with any type of liquid) the insured device is damaged to such an extent that it cannot be used in the normal way or if the insured device breaks down, AXA is entitled to decide, taking into account the information on the notification of claim provided by the insured person, whether to repair the damaged insured device or to replace it with the same model from the same manufacturer, usually as-new replacement device, or if such a device is not available, with another device of the same type and quality.

5.2. Theft

If your insured device has been stolen, AXA will replace it with one that is the same, usually an as-new replacement device or, if such a device is not available, with another device of the same type and quality.

6. Flex Upgrade

a) Flex Upgrade service summary:

The Flex Upgrade service is based on your instalment plan and the insurance cover of the insured device. The instalment plan means your agreement with Sunrise (independent from the premium of this insurance) under which you are paying the purchase price (including any applicable VAT) of your insured device in either 24 months (24 instalments) or 36 months (36 instalments), dependent on Sunrise’s original proposition. If you activate Flex Upgrade (by requesting that service from Sunrise) at any time after the 30th day following your accession to the group insurance declaration but before your final instalment at the end of the 24th or 36th month of your instalment plan (whichever may be applicable), you will:

a. Handover and transfer the ownership and title of

your insured device to AXA and AXA will, in turn,

b. Assume any remaining instalments of your instalment plan, from the date of the activation, with Sunrise in accordance with the conditions of this Clause, with the result that

c. Your instalment plan with Sunrise ends before the end of the 24th or 36th months (as may be applicable), so that you can start a new plan, with a new device (of a younger model and/or upgraded features). The following terms are applicable for the Flex Upgrade service:

b) The Flex Upgrade service is only applicable if:

a. A valid Sunrise mobile telephone contract exists,

b. You are still in possession of and the owner of the insured device,

c. You have an instalment plan with Sunrise and it is still active. It must be after the initial 30 days right to revoke has lapsed and before the final instalment at the 24th or 36th month depending on your agreed instalment plan with Sunrise.

d. You paid all instalments up to date,

e. You are part of the group insurance contract with AXA and paid up to date and

f. the mobile phone is handed in within the specified time (see letter h below).

g. when you get your upgrade, you will be obliged to buy a new device and be included in the group insurance contract with your new device.

For the avoidance of doubt, that means that the Flex Upgrade service is no longer available to you in particular (but not limited to), if your instalment plan has been terminated (after having reached its end or if you have dissolved your instalment plan with Sunrise for any other reason), if you have outstanding instalment payments with Sunrise (in any period before the activation of the Flex Upgrade service), if your insurance coverage has ended, and/or if you have outstanding premium payments.

c) Your insured device, as identified by its unique IMEI and/or Serial Number, must be in a certain cosmetic and technical condition. This defined condition, is described as follows:

a. The device must be cosmetically and functionally close to new condition. This means no cracks, breaks or deformations; no damaged, broken, or missing parts belonging to the device; no hickeys or dents; no discolorations; no moisture or liquid damage;

b. In addition, the device must be in a technically fully intact condition. This means the device can be used without restrictions; no functional or mechanical issues/defects; no display discolorations, pixel defects, spots/shadows, or burned-in screens; no active integration into a device management (MDM, DEP, etc), remaining battery capacity of at least 80%.

c. In addition, the device must be free of any locking mechanisms, which must be deactivated, or AXA will be entitled to stop the Flex Upgrade service. Locking mechanisms means PIN locks, biometric locks, “Find my”, “iCloud” account binding or other locking mechanisms, which must be deactivated by you prior to handing the device over.

d) Should your insured device not fully meet points a. and/or b. of the aforementioned defined condition and there is no insured damage, according to point f) below, you can still activate the Flex Upgrade Service but AXA will be entitled to charge you for a devaluation, as soon as the technical inspection of the device identifies such a deviation from the defined condition. The agreed devaluation is:

Product / Price Band	*Devaluation*
a. Up to CHF 899.99	CHF 50.00
b. CHF 900 to 1’399.99	CHF 100.00
c. CHF 1’400.00 to 3’500.00	CHF 150.00

The devaluation will be charged via your monthly Sunrise Airtime bill, i.e. Sunrise will act as AXA’s collection agent in this regard. The amount in the table includes VAT and does not consider any discounts on the device value. By activating Flex Upgrade, you are specifically agreeing to Sunrise’s payment terms incl. all resulting dunning, chasing and debt collection conditions of Sunrise.

e) Should your insured device not meet point c. of the aforementioned defined condition, and you should fail to deactivate all locking mechanisms within 7 days after our notification to you, the preconditions for Flex Upgrade are not met. As a result, the Flex Upgrade service will be deemed not activatable, you remain owner of the device and liable for the outstanding instalments under your instalment plan with Sunrise. The Device will be returned to you at your cost and risk.

f) You may activate the Flex Upgrade service by contacting Sunrise directly in store or online, which you can do independent of any claim against the other covers under the group policy. Alternatively, you can also ask for the Flex Upgrade service to be activated immediately after any completed claim under the group policy with AXA, but in this case the Flex Upgrade Service can only commence after the claim has been reviewed, validated, accepted and covered (including all conditions in Clause 7).

g) Once you activate the Flex Upgrade service, you are obliged to:

a. Transfer ownership and title of your insured device to AXA in return and as a condition for AXA to assume your remaining instalments of your instalment plan (subject to the conditions under this Clause). The transfer of ownership and title of your old device to AXA as part of the upgrade process is free of charge provided that you meet all your obligations previously mentioned under this Clause, and

b. handover the insured device, in the defined condition, to Sunrise immediately, but latest within 21 days after the activation and subject to the conditions of this clause below.

h) AXA is only obliged to accept the transfer of ownership if the device is received by Sunrise (or any of its appointed third-party administrators) within 21 days after the activation. Where the device is not received by AXA, Sunrise or any of its appointed third-party administrators within 21 days of the Flex Upgrade service being activated, the conditions for Flex Upgrade are not met. As a result, the Flex Upgrade service will be deemed not activatable, you remain owner of the insured device and liable for the outstanding instalments under your instalment plan with Sunrise. The device will be returned to you at your cost and risk.

i) In case AXA receives from you a device which is not the insured device, as identified by its unique IMEI and/or Serial Number the conditions for Flex Upgrade are not met. As a result, the Flex Upgrade service will be deemed not activatable, you remain owner of the device and liable for the outstanding instalments under your instalment plan with Sunrise. The insured device will be returned to you at your cost and risk.

j) The amounts assumed by AXA under this Clause (including the deduction charge, if appliable) in return of receiving ownership and title of your insured device are inclusive of any VAT applicable.

Upon receipt of the device, the device is subjected to an inspection by a manufacturer certified repair service provided (which is appointed by AXA) for the purpose of determining whether the device meets the defined condition, or the devaluation charge applies (see clause 6 d) above).

In the event of a Flex Upgrade (upgrade of your insured device), the insurance coverage of your old device will automatically terminate from the moment the ownership of the Device is transferred to AXA, this is once AXA or its appointed service provider have received and successfully inspected your device. The insurance premium for the old device is therefore owed until this time. The new Device (upgraded Device) is insured from the moment you receive ownership of. From this moment on, the premiums for the new device are owed.

7. Settling claims

7.1. Settling claims by repair

Following the successful notification of a claim and a decision by AXA to repair the damaged insured device an agreement will be reached with the insured person in relation to sending the device. AXA or its claims service provider will provide a free of charge package label for this purpose. The damaged insured device will be repaired by a service provider appointed by AXA and returned to the insured person at an address agreed in advance. If it is technically impossible or not economically viable to repair the insured device or in the event of a total loss, AXA reserves the right to settle the claim by replacing the damaged insured device.

7.2. Settling claims by replacement

If it is technically impossible or not economically viable to repair the insured device or in the event of a total loss, AXA will organise a replacement with an as-new device. The damaged insured device will be replaced by a service provider appointed by AXA upon receipt with the same model from the same manufacturer, usually using an as-new replacement device. If such a device is not available and / or it is not economically viable to procure such device due to discontinued production or supply bottlenecks, the defective device will be replaced with a device of the same value. A device of the same value is deemed to be a device of the same type / model, if available, or alternatively a device of any other type / model up to a maximum value of the purchase price or "non-contract" price of the damaged insured device. In this event AXA will present appropriate final suggestions to the insured person.

7.3. Excess / Devaluation

The insured person must pay an excess for each insured event with the exception that the customer is upgrading using Flex Upgrade, where there will be a devaluation unless the current device is in good condition. The excess and devaluation is based on the classification of the insured device.

For the Class up to CHF 899,99 the excess / devaluation is CHF 50 for each claim.

For the Class from CHF 900 to CHF 1’399,99 the excess / devaluation is CHF 100 for each claim.

For the Class from CHF 1’400 to CHF 3’500 the excess / devaluation is CHF 150 for each claim.

7.4. Warranty extension (breakdown)

Insurance cover exists for the break-down of the device for a maximum of 3 years including the warranty provided by the device manufacturer or by Sunrise, i.e., a maximum of 3 years from the commencement of the manufacturer’s warranty. Breakdown includes production, construction or material defects that cause at least a malfunction of the insured device.

8. Uninsured events

8.1. Losses caused as follows are not insured:

a. by normal wear and tear, oxidation.

b. by the battery (running out, incorrect use, etc.).

c. by failure to observe the manufacturer's operating instructions.

d. by using non-original or third-party accessories (e.g., network cables).

e. by modifications to the original features of the insured device.

f. arising as a result of intentional acts by the insured person.

g. by repair, service and maintenance or cleaning works not appointed by AXA.

h. by leaving, misplacing and losing the insured device.

i. by confiscation by authorities irrespective of whether or not such confiscation of the insured device occurred as a result of illegal activities.

j. by viruses.

k. by the insured person committing or attempting to commit crimes, offences or fraud in accordance with

the Provider's General Terms and Conditions.

8.2. The following damage is not insured:

a. material or manufacturing defects.

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

c. scratches, scuffs and abrasions.

d. deformations, unless this affects functionality.

e. discolouration; data corruption, loss of data.

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

g. software damage.

h. defective batteries.

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

j. theft occurring whilst you, or any other person who you have allowed to use the device, commit or attempt to commit a criminal offence.

k. loss (other than theft) or unexplained disappearance or misplacement of your device.

8.3. Damage to the casing or external parts of the insured device, as long as its correct function is not affected.

8.4. 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.

8.5. Losses resulting from incidents involving atomic, biological or chemical substances.

8.6. Losses as a result of artificially created or naturally occurring shock waves or sound waves.

8.7. Events covered by the manufacturer's or seller's warranty or liability.

8.8. Events that had already occurred at the time of the commencement of the insurance coverage.

8.9. If the insurer refuses to provide benefits, any costs for the return of the damaged insured device already sent for repair by the insured person must be borne by the insured person.

9. Duties of the insured person

9.1. The insured person is obliged to comply fully with its contractual or statutory duties of reporting, disclosure and conduct.

9.2. The insured person is under a duty to do everything possible to contribute to the mitigation of the loss and to investigate the circumstances of such loss.

9.3. If the insured person is also able to claim benefits which have been provided by AXA from a third party, they must safeguard these claims and assign them to AXA.

9.4. The insured event must be reported within 14 days to AXA or the service partner appointed by AXA to receive notifications of claim.

9.5. The insured person is obliged to unlock the insured device (where necessary), i.e., to remove the personal PIN lock, deactivate the technical theft protection function and make it accessible for AXA for the purposes of settling the claim in accordance with Clause 7 (and subclauses).

9.6. The insured person must back up all data before handing over the insured device for repair or replacement. No guarantee is provided for receiving data. No liability is accepted for the loss of data during the repair or before the replacement.

9.7. The claim must be substantiated, and evidence must be provided. The following documents must be sent to the AXA contact address provided at clause 14 Contact address at the request of AXA:

- Insurance confirmation and evidence of purchase / invoice including IMEI number and purchase price.
- Police statement / police report (if requested by AXA)
- Completed claim form (if requested by AXA)

9.8. If the claim is settled by replacement the insured person is obliged to hand over and transfer the ownership of the damaged insured device to AXA or an authorised service provider.

9.9. In the event of a theft, you are obliged to activate remote blocking features without delay to prevent third parties from accessing the insured device by using the procedure put in place by the manufacturer or software provider (e.g., “find my iPhone”).

10. Consequences of breaching duties of disclosure and conduct

If the insured person breaches their 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 will be no reduction of benefit if the insured person can prove that their 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 9 or parts thereof, AXA is entitled to reclaim any indemnity already provided by sending a bill for the costs of such indemnity.

11. Subsidiarity clause

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

11.2. If AXA has nevertheless provided benefits for the same loss, such benefits will be regarded as an advance payment and the insured person must assign their claims against the third party (third party, voluntary or compulsory insurance) to AXA to the same extent.

12. Limitation

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

13. Applicable law and place of jurisdiction

The group insurance contract and all disputes arising out of or in connection with the agreement shall be governed exclusively by Swiss law. Claims against AXA may be submitted to the court with jurisdiction for the registered office of the company or for the Swiss place of residence of the insured person.

14. 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.)*