



Easy Cyber Insurance Provisions

Version 8.2020

A. Key points at a glance

A.1. Insurance model

Easy Cyber Insurance includes Internet legal protection insurance and coverage for data recovery and virus removal.

Swisscom (Switzerland) Ltd (hereinafter referred to as 'Swisscom') has concluded a group insurance contract with AXA-ARAG Legal Protection Ltd. AXA-ARAG Legal Protection Ltd (hereinafter referred to as 'AXA-ARAG') is the provider of the Internet legal protection insurance and in turn obtains benefits in the area of data recovery and virus removal from AXA Insurance Ltd (provider and insurance provider). Swisscom is the policyholder.

Any private individual (i.e. a physical person, not a company) who has a relationship of continuing obligation (e.g. subscription) with Swisscom may join the group insurance scheme by concluding an affiliation contract with Swisscom. The customer thus becomes the insured with a right to bring direct claims against AXA-ARAG. Claims are settled directly between the customer and AXA-ARAG. Swisscom informs the insured and is liable to the customer for negligence, errors, or incorrect information when advising on concluding the affiliation contract.

A.2. Who is insured?

The insured is the customer of Swisscom who joins the group insurance scheme by concluding an affiliation contract, as well as the persons living in the same household as the customer. The insurance only covers persons whose legal place of residence is Switzerland.

For Internet legal protection, the customer is also insured in his or her capacity as an employee. For data recovery and virus removal, only private individuals and their privately used electronic devices are insured. In both cases the insurance does not cover events in connection with the professional and business activities of self-employed persons.

A.3. Beginning and duration

Easy Cyber Insurance is valid for 365 days from the entry into force of the affiliation contract (minimum contractual period). Further details are set out in D.3 and D.4.

A.4. Subject and scope of the insurance

The insurance is valid worldwide. A loss event or need for legal assistance is insured if the cause or triggering event of such occurred during the applicable contract term for the risk in question.

"Easy Cyber Insurance" includes

- Internet legal protection insurance (see B below) in the areas of online accounts and credit cards (B 1.1.), cyberbullying and copyrights (B 1.2.), online shopping (B 1.3.), and
- insurance for data recovery and virus removal (see C below).

Section D contains common provisions.

B. Internet legal protection insurance

B.1. Insured cases

B.1.1. Online accounts and credit cards

Legal protection

- ✓ Review of claim and assistance with the enforcement of rights with respect to erasure or modification of data on the Internet;
- ✓ Review of claim and assistance with the enforcement of claims against third parties and, where necessary, filing charges;
- ✓ Review of claim and assistance with disputes arising from contracts with Swiss credit card companies in connection with credit card misuse.

Insured events

- ✓ Illegal acquisition of the insured property and data by third parties (e.g. through skimming, hacking, or theft)
- ✓ Misuse of credit, debit, store, or SIM cards
- ✓ Misuse of online accounts
- ✓ Misuse of identity and authentication elements (identity fraud)

The insurance covers

The insurance covers the following privately used items that are the property of the insured:

- ✓ Credit, debit, store, and SIM cards
- ✓ Online accounts (e.g. e-banking, mobile banking such as TWINT, web shops, e-mail accounts, etc.)
- ✓ Identity and authentication elements (e.g. login data or identity data and documents)

The insurance does not cover

- × Cryptocurrencies and crypto wallets;
- × Losses caused by persons who live in shared accommodation with the insured;

- × Losses as a result of the payment of extortion money or due to freely made payments (e.g. in romance scams, grandparent scams, etc.);
- × Costs of subscriptions/season tickets and membership fees;
- × Costs of losses incurred during use for business purposes.

Customer's obligations

The relevant provider (e.g. credit card issuer) must be notified immediately in the event of any illegal acquisition or in the event of any suspicion of misuse of insured property and data. In addition, an immediate block must be arranged.

B.1.2. Cyberbullying and copyrights

Legal protection

- ✓ Review of claim and assistance with the enforcement of legal claims;
- ✓ Request, under the threat of legal consequences, to refrain from attacks that violate privacy;
- ✓ Filing a criminal complaint;
- ✓ Enforcing claims for removal, injunctive relief, or damages against attackers and website operators in cases that constitute violations of personal privacy;
- ✓ Defence against claims for damages and criminal defence in copyright law and in the case of sharing of criminal content;
- ✓ Safeguarding civil-law interests in connection with contractual disputes;
- ✓ Mediation between the parties to a dispute.

The insurance covers

- ✓ A violation of the personal privacy of an insured through insult, slander, or defamation. It must be discernible to third parties that the violation of personal privacy was committed by means of electronic media (e.g. cyberbullying);
- ✓ Privacy violations in the course of the insured's main or secondary gainful occupations;
- ✓ An infringement of copyrights in connection with the Internet;
- ✓ Dissemination of criminal content on the Internet by the insured;
- ✓ Publication of private pictures of the insured by a third party on the Internet. This must take place against the will of the insured.

The insurance does not cover

- × Violations of personal privacy as a consequence of provocation by the insured. This applies even in the case that the insured responded to an earlier provocation from the attacking person;
- × Violations of personal privacy in connection with a political or religious activity of the insured.
- × Sharing of criminal content in connection with crimes of which the insured is accused in a criminal proceeding, including the consequences thereof that fall under civil or administrative law.

B.1.3. Online shopping

Legal protection

- ✓ Review of claim and assistance with the enforcement of claims against sellers and suppliers, as well as against platform operators.

Insured events

- ✓ Movable property (e.g. items such as televisions) and downloads that are not delivered 30 days following the expiry of the last communicated delivery date, or are delivered only in part;
- ✓ Movable property that was not delivered as ordered, or not in the agreed condition or was delivered in a defective condition. The insurance provides coverage for a maximum of 30 days following receipt of the item. Characteristics due to the natural condition of the item do not represent defects (e.g. shading in the case of leather; colour and structure in the case of wood products).

The insurance covers

- ✓ Movable property for private use that is bought in an online shop or from an online sales platform by an insured;
- ✓ Downloads for private use (e.g. films, e-books, and software programs).

The insurance does not cover

- × Monetary assets belonging to the employer or to guests;
- × Virtual items (e.g. objects purchased in apps or games);
- × Perishable goods, medication, and food supplements, weapons, plants, animals, and vehicles that must be registered (motor vehicles, watercraft, and aircraft);
- × Movable property that is bought or sold for commercial purposes;
- × Damage to items that were bought for resale or for commercial/professional use;
- × Defects in software programs;
- × Consequential damage of any kind;
- × Costs for services and travel (e.g. hotels, flights).



Customer's obligations

Insured persons are obliged to check the condition of the insured item. If there is a defect, the seller, the supplier, or the platform operator must be notified immediately or within the deadline stated in the conditions of purchase.

B.2. Benefits and costs in the event of a claim

On the occurrence of the insured events, AXA-ARAG assumes the costs of the listed benefits up to the insured sum of CHF 20 000.– per legal case per affiliation contract, before deductible. The hourly rate charged for AXA-ARAG's Legal Services is CHF 200.–.

Multiple legal cases arising from the same cause and/or from the same triggering event, or which are related to such cause or event, constitute one single legal case. The amounts of benefit for all insured persons per legal case are cumulated, and the insurance sum is paid once only.

Insured costs

- ✓ Attorney fees for a legal representative retained with the consent of AXA-ARAG and its prior approval of the fee agreement;
- ✓ The cost of necessary expert opinions that were obtained with the approval of AXA-ARAG or a court;
- ✓ The cost of proceedings by public courts or authorities charged to the insured, except for the cost of first-instance rulings;
- ✓ Indemnification of the legal expenses of an opposing party imposed on the insured by a court;
- ✓ Debt collection costs for claims due to the insured that arise from an insured legal case, until there is a certificate of shortfall or bankruptcy notice (bankruptcy costs are not met);
- ✓ Bail to avoid pretrial detention. These benefits are paid to insured persons in the form of an advance and must be repaid by them;
- ✓ Arbitration costs or mediator fees that are charged to the insured arising from proceedings approved by AXA-ARAG.
- ✓ The cost of proceedings for first-instance rulings of up to CHF 500.– per legal case and insurance year;
- ✓ Advance payment of up to CHF 5000.– for a criminal defence lawyer retained by the insured for the first examination hearing;
- ✓ Interpreter fees of up to CHF 5000.– for legal cases relating to incidents abroad;
- ✓ Loss of earnings of up to CHF 5000.– as a result of interrogation by authorities, provided that such amounts can be documented;
- ✓ Necessary travel expenses of up to CHF 5000.– for trips to court hearings abroad.

Costs not insured

- ✗ Fines, contractual penalties, and other payments of a punitive nature;
- ✗ Damages and satisfaction;
- ✗ Costs for which a liable person or a liability insurer is responsible. The insured must refund any amounts of this nature that Easy Cyber Insurance has paid;
- ✗ Costs for public notifications, entries in and deletions from public registers, as well as the costs of checks and permits of any kind;
- ✗ Costs of medical examinations, analyses, and tests to establish if the person is fit to drive and capable of driving;
- ✗ Fees and costs from procedures before supranational or international courts and authorities;
- ✗ Costs for the enforcement of measures that are futile from a legal or factual perspective, of time-barred claims and of claims against overindebted trading companies.

B.3. General exclusions - Internet legal protection

Not insured is the protection of the legal interests of the insured

- ✗ arising from areas that are not listed as insured;
- ✗ if the first actual or alleged breach of law or contract occurred prior to conclusion of the insurance contract;
- ✗ against AXA-ARAG, as well as
 - a) against lawyers and experts commissioned in a legal case;
 - b) against the AXA Group and external service providers in connection with benefits under this contract;
- ✗ in direct or indirect connection with crimes of which the insured is accused during a criminal proceeding, including the consequences thereof that fall under civil or administrative law;
- ✗ in connection with claims and liabilities that have been assigned to the insured or transferred to him or her by virtue of inheritance law or in some other way;
- ✗ in connection with any form of self-employed professional activity or gainful occupation.

In addition, legal disputes between insured persons in the same household are not insured.

B.4. Claims and compensation

B.4.1. Notification of a legal case

AXA-ARAG must be directly notified without delay as follows about any legal case for which an insured intends to claim benefits.

The insured must obtain AXA-ARAG's approval before taking legal action for which they request coverage or before they mandate a legal representative.

B.4.2. Cooperation

After notification of a legal case, the insured must provide AXA-ARAG with all the necessary information and powers of attorney.

B.4.3. Procedure

After examining the legal situation, AXA-ARAG will discuss the next steps with the insured. AXA-ARAG will then conduct negotiations for the insured with a view to reaching an amicable settlement. If negotiations fail, AXA-ARAG will decide on the next steps to take and will determine whether legal proceedings are expedient.

B.4.4. Retaining a lawyer

- AXA-ARAG will decide whether or not it is necessary to retain a lawyer;
- AXA-ARAG will recommend a suitable lawyer to the insured;
- The insured retains the lawyer and grants him or her power of attorney. The insured releases the lawyer from his or her duty of attorney-client confidentiality in relation to AXA-ARAG. Furthermore, the insured obligates the lawyer to keep AXA-ARAG informed about developments in the case and, in particular, to provide AXA-ARAG with the information and documents necessary for it to make its decisions.

B.4.5. Free choice of lawyer

The insured has the right, with the approval of AXA-ARAG, to retain a lawyer of their choice in the following cases:

- If a legal representative must be appointed for court or administrative proceedings (monopoly of lawyers);
- If there is a conflict of interest, i.e. the opposing party to the insured is a company of the AXA Group (except for AXA-ARAG itself), or if the legal case is one in which AXA-ARAG is required to provide coverage for the opposing party as well.

If no agreement can be reached on whom to retain as the legal representative, AXA-ARAG will choose one of the three legal representatives that the insured suggests. These legal representatives may not work for the same law firm or partnership of lawyers, nor may they be connected in any other way.

B.4.6. Coverage confirmation

AXA-ARAG can define a period for the coverage confirmation in respect of benefits in accordance with B2, impose conditions or include restrictions, or limit coverage to a particular stage of proceedings or a specific amount. The insured's notification to the lawyer that a commitment to provide cost coverage has been provided does not constitute a request for debt assumption.

B.4.7. Settlements

AXA-ARAG assumes obligations arising from a settlement at its expense only if it has given its approval to the settlement.

B.4.8. Legal expenses of the opposing party

Reimbursement for non-court costs and opposing party expenses awarded to the insured by a court or out-of-court must be assigned to AXA-ARAG up to the amount of the benefits paid by it.

B.4.9. Futility (lack of chance of success)

If AXA-ARAG refuses to indemnify because it considers a measure to be futile, it must immediately state the reason for its decision in writing, and, in the event of a difference of opinion, inform the insured of the possibility of instituting proceedings. In this case, the insured is responsible for observing the deadlines for any appeals, forfeiture, and limitation periods.

B.4.10. Procedure in the case of differences of opinion

If opinions differ on the measures required to settle a legal case, the insured is entitled to have the matter reviewed by an independent expert to be appointed jointly by the parties. Each party (i.e. AXA-ARAG and the insured) must advance half of the costs incurred; the losing party must ultimately assume all costs. No opposing party legal expenses will be paid. Unless the insured requests such a procedure within 20 days of having received the rejection, the rejection is deemed to have been accepted. At the request of the insured, or if it proves impossible to agree upon an expert, the judge, instead of an expert, must make the decision in a summary proceeding at the registered office or domicile of the one of the parties in Switzerland.

B.4.11. Measures at a party's own expense

If the insured commences legal proceedings at their own expense after the obligation to indemnify was rejected on the grounds of futility, AXA-ARAG will cover the costs thereby incurred under these Provisions if the judgment proves to be more favourable for the insured than the solution that AXA-ARAG had set out and justified in writing or the result of arbitration proceedings.

B.4.12. Restrictions and liability exclusions

AXA-ARAG can indemnify through an external claims adjuster or limit its payment to a reasonable part of the costs. AXA-ARAG accepts no liability in any way for choosing and commissioning a lawyer or an interpreter and for communicating information or making payments on time.

B.4.13. Buyout of proceedings

AXA-ARAG has the right to exempt itself from its obligation to indemnify by compensating the commercial interests of the dispute.

C. Insurance for data recovery and virus removal

C.1.1. Insured cases

The insurance covers

The insurance covers necessary measures for the recovery of stored data and the removal of viruses from insured electronic devices.



The insurance only covers the following privately used electronic devices that are the property of the insured household:

- ✓ mobile phones, tablets, laptops, desktop PCs, servers, game consoles, photo cameras, USB sticks;
- ✓ virtual clouds (restoration of data, histories, or backups);
- ✓ storage media and databases (SSD, NAS, SAN/DAS, RAID).

The insurance does not cover

- ✗ Equipment used for business purposes (e.g. work tools);
- ✗ Vehicles of any kind, including their storage systems and onboard computers;
- ✗ Household appliances, kitchen utensils, and gardening tools.

Insured events

- ✓ Physical damage to the digital storage medium;
- ✓ Technical defect in the digital storage medium;
- ✓ Hacker attacks or infection of a digital storage medium with computer viruses or malware.

C.2. Benefits in the event of a claim

The insurance covers

The insurance covers a maximum of two events per insurance year, each up to CHF 3000.– before deductible. Insured benefits:

- ✓ Costs of recovering damaged or lost data;
- ✓ Costs of reinstalling data on devices, databases, or cloud accounts of the insured;
- ✓ Costs of virus removal or, if this is not possible, of a full reinstall of the device. If an insured device remains permanently blocked following a virus attack by keyloggers, the costs of an equivalent replacement device (current value) is insured in this connection (maximum of once per insurance year).

The insurance does not cover

- ✗ Costs of loss or damage due to software errors (manufacturer's liability);
- ✗ Costs that arise because the insured deliberately interferes in third-party data processing systems. This includes, for example, hacker attacks, the use of unlicensed software or of software intended to destroy the data order (software viruses);
- ✗ Costs of damage to the electronic devices or data carriers themselves;
- ✗ Costs of licenses and rights of use, as well as for the acquisition of programs and data;
- ✗ Costs of restoring data with criminal content or unlawfully acquired data;
- ✗ Costs arising from the use of data misappropriated by third parties and misused;
- ✗ The intrinsic value of the lost or damaged data itself;
- ✗ Payments of extortion money for the release of data.
- ✗ Liability claims of third parties

In relation to these benefits the insured has a right to bring direct claims against AXA Insurance Ltd, but not against AXA-ARAG.

C.3. Duties of care

The insured is responsible for the proper storage and protection of their electronic devices and data. The following are considered to be minimum duties of care:

- Securing access to the insured devices (e.g. password protection, facial recognition);
- Implementing software updates from the relevant manufacturers;
- Installing and updating anti-virus programs.

If duties of care are breached, benefits may be reduced to the extent that the inadequate protection led to the occurrence or increase of the loss, or they may be refused altogether.

C.4. Obligations

The costs of providing the measure are assumed only if the latter was organized or ordered by AXA.

The customer must notify AXA directly without delay about any claim for which they intend to claim benefits.

The customer must give written reasons for the claim at AXA's request.

In the event of culpable breaches of these obligations, compensation may be reduced or refused altogether to the extent that the occurrence, scope, or assessment of the loss was influenced by the breach.

Items that cannot be repaired must be made available to AXA, at its request.

D. Common provisions

D.1. Premiums, fees, administration fee

D.1.1. Premiums

As policyholder, Swisscom owes AXA-ARAG the agreed insurance premium.

D.1.2. Fees

The fee becomes due on the conclusion of the affiliation contract. During the term of the contract, Swisscom bills a fee to the customer (monthly or bimonthly). The customer must pay the bill by the date indicated thereon.

If the customer does not pay the fee on time, the customer will be requested in writing to pay within 14 days and the consequences of failure to pay will be stated. If the reminder is ignored, the obligation to provide insurance benefits lapses at the end of the reminder period.

D.1.3. Amending the scope of coverage or the fees

Swisscom may amend the fees or these Provisions. The insured will be made aware of such amendments in an appropriate manner. If Swisscom amends the fees in such a way that it leads to a higher overall outlay for the customer, the customer may terminate the contract early up to the date the amendment comes into force without financial consequences. If the customer does not do so, the customer is deemed to have accepted the amendment.

D.1.4. Administration fee and surplus participation

The customer acknowledges that in return for its services Swisscom receives an administration fee of 10% of the net premium and potentially (depending on the claims history of the group insurance contract over the preceding three years) half of the surplus participation (gross premiums earned less all costs, fees, and compensation), and the customer consents to this.

D.2. Data protection

Swisscom's "General privacy policy", which can be downloaded at www.swisscom.ch/en/residential/legal-information, explains how Swisscom processes customer data and the extent to which the customer can influence this.

The customer explicitly consents to Swisscom forwarding the following customer data to AXA-ARAG:

- data that AXA-ARAG needs for monitoring and statistical purposes;
- data that AXA-ARAG needs in order to process legal cases and claims;
- data enabling AXA-ARAG to contact the customer once during the term and once at the end of the affiliation contract in order to provide information about other offers.

AXA-ARAG gives Swisscom or AXA Insurance Ltd information about legal cases only if this is necessary in order to deal with the legal cases.

D.3. Beginning and duration

The Easy Cyber Insurance affiliation contract is valid for 365 days from entry into force (minimum contractual period). Either party (Swisscom or customer) can terminate the affiliation contract by giving two months' notice to the end of the minimum contractual period at the earliest. If no notice is given, the affiliation contract is tacitly renewed for an indefinite period and may be terminated by either party by giving two months' notice to the end of a month. The customer may give notice to Swisscom by e-mail or by telephone.

Both parties also have the opportunity to terminate an affiliation contract when an insured event is settled. Notice of termination must be issued no later than when the claim is settled. The insurance coverage expires 14 days after the notice has been issued (subject to the later deadline specified in D5).

An affiliation contract cannot be terminated retroactively. If notice of termination is accepted as a gesture of goodwill, the affiliation contract is terminated no earlier than the date on which the customer gives notice. If the customer no longer has a Swisscom subscription because this has been terminated, the customer's affiliation contract terminates automatically when the last subscription expires. The customer leaves the group insurance scheme as of that date and the insurance coverage then ends, subject to the later deadline specified in D5.

D.4. Extraordinary termination

The affiliation contract may be terminated for good cause. Good cause includes in particular

- Transfer of the insured's legal place of residence to a country other than Switzerland
- Death of the insured

D.5. Time limit for declaration and claims notification

There is no insurance coverage if a claim is notified later than 3 months after the expiry of the Easy Cyber Insurance with Swisscom or later than 3 months after the insured leaves the group insurance scheme. In the event of a prolonged delay that is not the fault of the party, the case may be notified at a later time within 30 days after the reason for the delay has ceased to apply.

Cases are notified via the My Swisscom Cockpit.

D.6. Lapse of obligation to indemnify

The obligation to indemnify will lapse to the extent and for as long as amounts due under this contract are barred on account of applicable legal sanctions relating to business, trade, or finance.

D.7. Limitation

Claims asserted become time-barred two years after the event on which the obligation to indemnify is based.

D.8. Applicable law and place of jurisdiction

This contract is subject to Swiss law. The place of jurisdiction is the registered office or domicile of the defendant, subject to mandatory places of jurisdiction.