



Easy Cyber Insurance Provisions

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A. Key points at a glance

A.1. Insurance model

"Easy Cyber Insurance" (hereinafter referred to as "Easy Cyber") 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 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 cannot issue directives to AXA-ARAG regarding the settlement of legal cases. AXA-ARAG does not share any information about legal cases with Swisscom if so doing could disadvantage the insureds.

A.2. Who is insured?

The insured is the customer of Swisscom who resides in Switzerland and who joins the group insurance by concluding an affiliation contract, as well as any person living with them in the same household.

For internet legal protection, the customer is also insured in their 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 is valid for 365 days from the entry into force of the affiliation contract (minimum contractual period). Further details are set out in D.4.

If Easy Cyber is part of a Swisscom product package, the terms and conditions and deadlines of the product package concerned shall apply.

A.4. Right of withdrawal

The customer may withdraw from the insurance contract within 14 days of accepting it.

This deadline will be met if the withdrawal is communicated to Swisscom in writing or in another form of text (e-mail, for example).

In the event of withdrawal, any indemnity already received must be paid back.

A.5. 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 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 appropriation 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 insureds:

- 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.

Obligations of the customer or the insureds

The relevant provider (e.g. credit card issuer) must be notified immediately in the event of any illegal appropriation 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;
- Defense against claims for damages and criminal defense 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

- 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 insureds' main or secondary gainful occupations;



- ✓ An infringement of copyrights in connection with the internet;
- ✓ Dissemination of criminal content on the internet by the insureds;
- ✓ Publication of private pictures of the insureds by a third party on the internet. This must take place against the will of the insureds.

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 felonies 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; color 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

Insureds have the obligation 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. For each legal case, the benefits for all insureds are added together and the sum insured is paid no more than once.

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, up until there is a certificate of shortfall or bankruptcy notice;
- ✓ Bail to avoid pretrial detention. These benefits are paid to insureds 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;
- ✓ Immediate right to an attorney: Advance payment of up to CHF 5,000 for a criminal defense lawyer retained by the insured for the first examination hearing;
- ✓ Interpreter fees of up to CHF 5,000 for legal cases relating to incidents abroad;
- ✓ Loss of earnings of up to CHF 5,000 as a result of interrogation by authorities, provided that such amounts can be documented;
- ✓ Necessary travel expenses of up to CHF 5,000 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 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

The insurance does not cover the safeguarding 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 felonies 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 them 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 insureds 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 approval from AXA-ARAG 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 them power of attorney. The insured releases the lawyer from their 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 who 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 one of the parties in Switzerland.

B.4.11. Measures at 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 favorable 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 covers only 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 attack 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 3,000 before deductible. Insured benefits:

- ✓ Costs of recovering damaged or lost data;
- ✓ Costs of reinstalling data on devices, databases or cloud accounts of the insureds;
- ✓ 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 insureds deliberately interfere 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 insureds are 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. General exclusions of Easy Cyber

There is no coverage for loss or damage in connection with warlike events, neutrality violations, revolution, rebellion, uprising, civil unrest and measures to counter such acts, unless the policyholder can prove that the loss or damage has no connection with such events.

Loss or damage of any kind that can be traced directly or indirectly to terrorism, regardless of any contributory causes, is not covered. Terrorism is defined as any act of violence or threat of violence to achieve political, religious, ethnic, ideological or similar objectives designed to spread fear and terror among the population or parts of it, or to influence a government or state institution.

D.2. Premiums, fee

D.2.1. Premiums

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

D.2.2. Fee

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 by Swisscom in writing to make payment within the specified reminder period. If the reminder is unsuccessful, the obligation to pay insurance benefits will be suspended on expiry of the reminder period and Swisscom will be entitled to terminate the affiliation contract. Events that occur during this time are not insured.

D.2.3. Amending the scope of coverage or the fee

Swisscom may amend the fee or these provisions. The insureds will be made aware of such amendments in an appropriate manner. If Swisscom increases the fee in such a way that it leads to a higher overall charge for the customer, the customer may terminate the contract early without financial consequences up until the date on which the amendment enters into effect. If the customer does not do so, the customer is deemed to have accepted the amendment.

D.3. Data protection

Data processing by Swisscom

How Swisscom uses your data and what options you have to influence this are set out at https://www.swisscom.ch/en/residential/legal-information/privacy.html?campID=SC_datenschutz (which does not form an integral part of the contract).

In this regard, please note that Swisscom provides AXA-ARAG with the particular data that AXA-ARAG requires in order to process the legal cases and for monitoring and statistical purposes.

Data processing by AXA-ARAG

AXA-ARAG uses your data in compliance with the applicable statutory provisions. For more information, visit www_AXA.ch/data-protection.

D.4. Beginning and duration

The Easy Cyber affiliation contract is valid for 365 days from entry into force (minimum contractual period). Either party (Swisscom or customer) may 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 renewed automatically 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 as of that date and the insurance coverage then ends, subject to the later deadline specified in D5.

If Easy Cyber is part of a Swisscom product package, the terms and conditions and deadlines (in particular notice periods) of the product package concerned shall apply.

The insured may withdraw from their group insurance affiliation contract in writing or in another form of text. The withdrawal period is 14 days and begins as soon as the insured applies to join or their joining is confirmed. The deadline is met if the insured notifies Swisscom of their withdrawal on the last day of the withdrawal period or puts their notice of withdrawal in the mail by such time. The right of withdrawal is excluded in the case of group personal insurance and provisional cover notes. The fee remains payable if a third party who has suffered loss or damage is able to raise claims against AXA in good faith.

D.5. Extraordinary termination

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

- Transfer of the insured's place of residence abroad
- Death of the insured

D.6. Time limit for declaration and claims notification

There is no insurance coverage if a claim is reported more than three months after termination of the affiliation contract with Swisscom or more than three months after the insured leaves the group insurance. If there is a longer delay that is not the fault of the insured, notice of the legal case may still be provided within 30 days after the date that the reason for the delay ceased to exist.

Cases are notified via the customer center My Swisscom.

The obligation to indemnify is further excluded if it would infringe any sanction, prohibition or restriction under any UN resolution, or any trade or economic sanctions, laws or regulations of Switzerland or any other legal system applicable to Swisscom.

D.7. 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.8. Limitation

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

D.9. Applicable law and place of jurisdiction

This contract is subject to Swiss law. For contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence if they differ from these provisions. The ordinary courts of Switzerland and, in the case of policyholders having their domicile or registered office in the Principality of Liechtenstein, the ordinary courts of Liechtenstein, have exclusive jurisdiction over any disputes arising out of or in connection with the insurance contract.