



# Easy Protection Provisions

Version 03.2023

## 1. Scope

A requirement for the conclusion of an Easy Protection plan (hereinafter "Warranty Extension" or "Extended Warranty") is a new cell phone or tablet that was purchased through a Swisscom sales channel, has the standard two-year Swisscom warranty (hereinafter "Standard Warranty") and a new price (without a subscription) of a maximum of CHF 2,000.

**2. Scope of extended warranty claims**  
unforeseen external damage. The connection and call charges in the event of theft are also considered to be an extended warranty claim under the conditions set out in section 3.

The following are not considered to be extended warranty claims:

- Theft;
- Loss (resulting from the device being left behind, lost or misplaced; this also includes devices that can no longer be recovered);
- Damage resulting from the gradual effects of temperature and weather;
- Damage resulting from wear and tear;
- Damage due to scratching or chipping, or damage to the finish of the device;
- Loss resulting from embezzlement or misappropriation;
- Loss resulting from seizure, confiscation, damage or destruction by a government authority;
- Damage due to interventions not carried out by Swisscom or carried out without its consent;
- Damage that is or was covered by the standard or manufacturer's warranty if these warranties have expired.

## 3. Connection and call charges in the event of theft

Under the following conditions, Swisscom will cover the connection and call charges incurred by the Customer due to misuse following a theft of the device (call transmission, text, MMS, data transfer and data transmission, uploading and downloading of data, etc.) to a maximum of CHF 2,000.

For this coverage, the client must (cumulatively):

- have observed the duty of care required when handling the device;
- report the theft to the appropriate police station;
- notify Swisscom within 48 hours and have the SIM card blocked (Swisscom contact number is 0800 800 800).

## 4. In the event of an extended warranty claim

If, during the current term of the contract, there is an extended warranty claim involving the device and no reason for exclusion (sections 5 and 8), the following apply:

- The Customer may contact the point of sale or relevant customer service of Swisscom. The Customer is responsible for the costs of bringing and picking up the device;
- For each extended warranty claim, the Customer is responsible for a deductible of CHF 70 per device with a new price of up to CHF 849.99 (without a subscription) or CHF 100 per device with a new price (without a subscription) of CHF 850 or more;
- The Extended Warranty covers a maximum of two events per contract year.

The value of the extended warranty coverage is limited per event to a maximum of the new price of the device (without a subscription);

- At its discretion, Swisscom will either repair the device or replace it (replacement device);
- In the event of an extended warranty claim, sections 1-3 of the Swisscom Terms

- and Conditions of Repair apply to a repair. Special attention is drawn to the data backup obligations in section 2 of the Terms and Conditions of Repair;
- If Swisscom replaces the device, the replacement device may be new or like-new and an identical or equivalent device. The devices/parts replaced shall become the property of Swisscom. If the Customer does not return any such replaced device within the time limit set by Swisscom, Swisscom is entitled to invoice the current new value of the device.

## 5. Warranty exclusions and limitations

The extended warranty coverage is excluded or its scope is reduced if the Customer did not exercise the necessary care when handling the device, in particular, did not take the measures required under the circumstances to protect the device. There is no exclusion or limitation of warranty if the Customer proves that their conduct did not affect the occurrence of the extended warranty claim and the scope and determination of it.

The provisions regarding default in payment (section 8) remain reserved.

Subject to section 3, Swisscom does not provide any coverage in the event of theft or loss of the device.

The Extended Warranty is excluded in the case of warlike events, violations of neutrality, revolutions, rebellions, uprisings, terrorism, civil unrest, i.e. acts of violence against persons or property as a result of riotous assembly, rioting or violent demonstrations and any measures taken to counteract these, as well as in the case of earthquakes, volcanic eruptions, large-scale electromagnetic pulses (e.g. a solar storm), cyber events (e.g. viruses, Trojans, worms and the like), nuclear reactions, radioactive irradiation or radioactive contamination, unless the Customer proves that the extended warranty claim has no connection with these events.

The extended warranty coverage 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.

## 6. Beginning and period of the Extended Warranty

The Extended Warranty begins on the date of the conclusion of Easy Protection. If the device purchased is delivered or shipped at a later date, the Extended Warranty begins on the date of delivery or shipping.

Easy Protection has a fixed term of 12 months (minimum contract period) and may be terminated by either party, subject to the following section, with a period of notice of 90 days prior to the end of the minimum contract period. Unless terminated, Easy Protection will be extended indefinitely and may be terminated by either party, subject to the following section, with a period of notice of 90 days.

If an extended warranty claim arises or is reported in the first or second contract year, the minimum contract period is extended to 24 months. The same provisions apply for termination, extension and for due date of the fee (section 7), default in payment (section 8) and changes (section 9) as apply for the original minimum contract period.

If the Customer exercises their 14-day right of return, the Extended Warranty will be terminated on the date of the actual return of the device to Swisscom and the fees incurred to that date will be owed on a pro-rated basis.

## 7. Fee

During the minimum contract period, the price (fee) for the extended warranty coverage is due on conclusion of the contract, but will be invoiced by Swisscom periodically (monthly or bimonthly installments).

After the minimum contract period expires, the fee is due monthly and will be invoiced by Swisscom periodically (monthly or bimonthly installments).

## 8. Default in payment

For payment by invoice, the deadlines specified by Swisscom must be complied with. If an extended warranty claim arises during a default in payment, the Customer will not be entitled to any warranty coverage. In the event of a default in payment, Swisscom is entitled to terminate the contract without notice. If the Customer pays the outstanding installments prior to termination by Swisscom, the extended warranty contract will continue to run and subsequent extended warranty claims will no longer be precluded as a result of the default in payment.

If Swisscom terminates the contract without notice during the initial contract year (minimum contract period) because the

Customer is in arrears, the Customer will be invoiced for all installments outstanding until the end of the 12 months. Even in the event of payment of these arrears, no contract will exist following termination and extended warranty coverage is thus excluded.

If Swisscom terminates the contract without notice after the initial 12 months have ended because the Customer is in arrears, the Customer will be invoiced for all installments outstanding up to the date of the immediate termination of contract.

## 9. Changes

Swisscom reserves the right to adjust the fee, the services and these Easy Protection provisions at any time. Swisscom will advise the Customer of any changes in an appropriate manner (e.g. on the invoice or by e-mail).

In the event of a change that is detrimental to the Customer, Swisscom will notify the Customer in a timely manner in advance and the Customer may terminate the contract early, without any financial consequences, as of the date on which the change takes effect. If the Customer does not do so, the Customer is deemed to have accepted the changes. In the event of a minimum contract period, any increase in fee will only take effect at the end of the contract period.

## 10. Cooperation with AXA

Swisscom cooperates with AXA Insurance Ltd. (AXA) for the purpose of providing the Easy Protection Warranty Extension (particularly in the areas of quality control and hedging the financial risk). The Customer acknowledges that AXA may receive the customer data it needs for monitoring and statistical purposes.

## 11. Place of jurisdiction and applicable law

The ordinary courts of Switzerland shall have jurisdiction over any disputes arising out of or in connection with the extended warranty contract. The contract shall be governed by Swiss law.