



# Protection Plus Terms and Conditions

Version 04.2020

## 1 Scope

The prerequisite for the conclusion of Protection Plus (hereinafter the Warranty Extension or Extended Warranty) is a new mobile telephone or tablet which has been purchased via one of Swisscom's sales channels, carries Swisscom's standard two-year warranty (hereinafter, the Standard Warranty) and has a maximum new price (without subscription) of CHF 2000.–.

## 2 Scope of extended warranty claims

Extended warranty claims include sudden, unforeseen external damage. The connection and line access costs in the event of theft shall also be deemed an extended warranty claim under the conditions set out in Section 3.

**The following, in particular, are not considered extended warranty claims:**

- ✓ Theft;
- ✓ Loss (leaving the device behind or losing or misplacing it; including devices that are no longer available);
- ✓ Damage resulting from the gradual influence of temperature and weather conditions;
- ✓ Damage resulting from wear and tear;
- ✓ Paint damage or damage caused by scratching or chipping;
- ✓ Damage resulting from misappropriation or embezzlement;
- ✓ Damage resulting from seizure, confiscation, damage or destruction by state bodies;
- ✓ Damage to devices for which the standard warranty has expired;
- ✓ Damage resulting from interventions not carried out by Swisscom or carried out without its consent;
- ✓ Damage covered by the standard or manufacturer's warranty.

## 3. Connection and line access costs in the event of theft

Under the following conditions, Swisscom shall cover up to a maximum amount of CHF 2000.– in connection and line access costs incurred by the Customer following theft of the device resulting from improper use (call transmission, SMS, MMS, data transfer and data transmission, uploading and downloading of data, etc.).

**In this case, the Customer must meet all of the following requirements:**

- ✓ have complied with the general duty of care required in handling the device;
- ✓ report the theft to the appropriate police office;
- ✓ inform Swisscom within 48 hours and have the SIM card blocked (Swisscom's contact number: 0800 800 800).

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

If the device has an extended warranty claim within the term of the standard warranty and no grounds for exclusion (sections 5 and 8) apply, the following shall apply:

- ✓ The Customer may contact the point of sale or relevant customer service of Swisscom. The Customer shall cover the costs of delivering and collecting the device;
- ✓ The Customer shall bear an excess charge of CHF 70.– per warranty claim per device costing up to CHF 849.99 new (without a subscription) or CHF 100.– per device costing CHF 850.– or more new (without a subscription);
- ✓ For the entire term of the Agreement, the total value of the warranty coverage shall be limited to the purchase price (new value) of an identical device at the time of the warranty claim, subject to a maximum limit of CHF 2000.–;
- ✓ Swisscom shall either repair or replace the device at its own discretion (replacement device);
- ✓ If an extended warranty claim arises, Sections 1-3 of Swisscom's Terms and Conditions of Repair shall apply in the event of a repair. Please refer in particular 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 a new or like-new and an identical or equivalent device. The devices/parts replaced shall become the property of Swisscom. If the Customer fails to return such replacement device within the time limit set by Swisscom, Swisscom is entitled to invoice the current value of the device.

## 5. Warranty exclusions and limitations

Warranty coverage is excluded or reduced if the Customer fails to exercise due care in handling the device, particularly if the measures

required by the circumstances in order to protect the device have not been taken. No warranty exclusion or limitation applies if the Customer proves that his behaviour did not affect the occurrence of the warranty claim nor the scope or determination of the damage.

The provisions concerning late payment remain reserved (Section 8).

Swisscom shall cease to honour the warranty if the total amount of services provided in one or more warranty claims exceeds the list price of the device or in the event of theft or loss of the device.

The extended warranty is excluded in the event of acts of war, breaches of neutrality, revolution, rebellion, uprising, terrorism, internal unrest – i.e. violence against persons or property in the event of unlawful assembly, riot or turmoil – and the measures taken against it, in the event of earthquakes, volcanic eruptions or changes in the atomic structure, unless the customer demonstrates that the extended warranty is not related to this event.

## 6. Commencement and term of the extended warranty

The extended warranty commences on the day the purchased device is handed over or shipped. It has a fixed term of 24 months. After the first 12 months, the Customer may cancel the extended warranty at any time to the end of the current month, provided he has not filed a claim.

The maximum term of the extended warranty is never longer than the actual device warranty.

If the Customer makes use of his 14-day right to return the equipment, the extended warranty shall be terminated when the device is actually returned to Swisscom, and the fees incurred up to that point shall be owed on a prorated basis.

## 7. Fee

The price (fee) for the extended warranty shall fall due upon conclusion of the Agreement but shall be invoiced by Swisscom periodically (in monthly or bimonthly instalments).

## 8. Delay in payment

In case of payment by invoice, the deadlines set by Swisscom shall be observed. If an extended warranty claim arises during a delay in payment, the Customer is not entitled to any warranty coverage.

In the event of a delay in payment, Swisscom is entitled to terminate the Agreement for cause. If the Customer pays the outstanding instalments prior to termination by Swisscom, the extended warranty Agreement shall continue, and subsequent extended warranty claims shall no longer be precluded as a result of the delay in payment.

If the Customer is in arrears and Swisscom terminates the Agreement for cause in the first year thereof, all payments outstanding until the expiry of the 12 months shall be invoiced to the Customer. Even in the event of payment of these arrears, no agreement shall exist after termination, and extended warranty coverage is thus excluded.

If Customer is in arrears and Swisscom terminates the agreement for cause after the first 12 months, the Customer shall be invoiced for all outstanding instalments up until the immediate termination of the Agreement.

## 9. Cooperation with AXA

Swisscom cooperates with AXA Insurance Ltd (AXA) for the purposes of providing the "Protection Plus" extended warranty (particularly in the areas of quality control and hedging of the financial risk). The Customer agrees that AXA may receive customer data

- ✓ necessary for monitoring and statistical purposes;
- ✓ in order to enable AXA to contact the Customer during the term and at the end of the extended warranty in order to advise him of any follow-on solution to the warranty.

## 10. Jurisdiction and applicable law

Any disputes arising from the extended warranty agreement shall fall under the jurisdiction of the ordinary Swiss courts. The agreement shall be governed by Swiss law.