

Insurance for mobile devices (mobile phones and tablets) /

Your insurance at a glance

Below you will find an overview of the important aspects of our insurance product.

Intermediary's obligation to provide information in accordance with Art. 45 of the Insurance Supervision Act	Swisscom (Switzerland) AG, Alte Tiefenastrasse 6, 3048 Worblaufen, is the intermediary of AXA Insurance Ltd., with registered office in Winterthur, for the insurance product referred to above. It has entered into a cooperation agreement with AXA Insurance Ltd., which pays a commission on each insurance contract that Swisscom refers. AXA Insurance Ltd. is liable for any errors, negligence and incorrect information in connection with this insurance. The data necessary for concluding this insurance will be provided by AXA Insurance Ltd., which owns the data sets in question. AXA Insurance Ltd. will inform you in detail about how such data is used. Any arrangements or assurances made by Swisscom (Switzerland) AG are binding on AXA Insurance Ltd. only if confirmed in writing.
Who is the insurance carrier?	AXA Insurance Ltd, General Guisan-Strasse 40, 8401 Winterthur (hereinafter referred to as "AXA"), a stock corporation domiciled in Winterthur and a subsidiary of AXA Group (www.axa.ch).
Who is the intermediary?	Swisscom (Switzerland) AG, Alte Tiefenastrasse 6, 3048 Worblaufen, hereinafter referred to as "Swisscom".
Where and when can the insurance be taken out?	The insurance can be taken out with the purchase of a mobile phone or tablet from the following sales channels of Swisscom: <ul style="list-style-type: none"> • Swisscom outlets as shown in Shop Locator • Swisscom online shop (www.swisscom.com) • Swisscom Hotline
Who is the policyholder?	For mobile phones: The policyholder is the registered buyer / owner of the mobile phone that he or she purchased from Swisscom and uses with a mobile phone number in Switzerland (country code +41). For tablets: The policyholder is a Swiss resident and registered buyer / owner of the tablet that he or she purchased from Swisscom
What property can be insured?	The insurance covers the mobile phone or tablet that is registered with AXA and was purchased through a sales channel of Swisscom and for which the applicable insurance has been concluded (GIP A 1.1).
What risks can be insured?	The mobile phone or tablet is insured against damage and misuse after theft (GIP A 2.1 + A 2.2).
What does the insurance cover?	The insured mobile phone or tablet is covered for its new-for-old value, at maximum Swisscom's list price, which may not exceed CHF 1,500. Misuse after theft is insured up to CHF 1,500. Please refer to the General Insurance Provisions GIP below for precise details on the scope of coverage and the exclusions.
Where is the insurance valid?	The insurance is valid worldwide (GIP A 3.1).
What applies as regards premium payments?	The premium is paid when taking out the insurance at the time that the mobile phone or tablet is purchased from Swisscom (GIP B 3.1).
What other obligations does the policyholder have?	The policyholder must <ul style="list-style-type: none"> • protect the insured mobile phone or tablet (GIP B 6.1);

	<ul style="list-style-type: none"> • in a case of damage take the damaged device to a point of sale operated by Swisscom, which will handle the claim (guarantee case / exchange / repair) (GIP B 4.1.1); • in a case of theft inform the police immediately (GIP 4.2) and have the SIM card blocked within 48 hours; • inform AXA immediately if any costs were incurred and become known after misuse (GIP B 4.2.3).
When does coverage / the contract start and end?	<p>The insurance starts on the date defined in the purchase agreement (GIP B 2.1).</p> <p>The contract is valid for 24 months, ends automatically on expiry of this period, and cannot be renewed (GIP B 2.2).</p>
What data will be used and must be made available to AXA?	<p>If a contract is about to be concluded or has been concluded, AXA will receive the following information:</p> <ul style="list-style-type: none"> • Customer data (title, last name, first name, address, town, telephone no. of the mobile device, device brand, IMEI no., purchase date, price), saved in electronic customer files; • Information about the risk to be insured, saved in electronic form; • Contract data (term of contract, insured risks and benefits, etc.); • Payment data, saved in debt collection databases; • Data on any claims (loss reports, investigation reports, invoices, etc.), stored in physical claims files and electronic claims application systems. <p>If necessary, data is shared with third parties involved in the contract, such as other insurance companies, pledge holders, the authorities, lawyers, and external experts. Data may also be shared for the purpose of uncovering or preventing insurance fraud.</p> <p>To simplify administrative procedures and for marketing purposes (to provide clients with the best possible products and services), AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to master data (to identify clients), basic contract data (not application or claims data) and client profiles.</p>
Important	Please refer to the General Insurance Provisions (GIP) for further details.

General Insurance Provisions (GIP)

A Scope of insurance

A1

What property is insured?

- 1 The insurance covers a mobile phone or tablet which is registered with AXA for private use, was purchased through a sales channel of Swisscom (Switzerland) AG, and for which the applicable insurance has been concluded.

A2

What risks are insured?

The insurance covers the following risks.

- 1 Sudden unforeseen **damage** from an external force
- 1.1 The insurance does not cover:
 - Theft (ordinary theft, robbery and burglary).
 - Loss resulting from property that is left lying, lost or misplaced; this also includes devices that cannot be recovered
 - Loss caused by the gradual effects of temperature and weather;
 - Loss resulting from wear and tear or faulty packaging;
 - Loss resulting from scratches or chipping, or damage to the device's finish;
 - Loss resulting from cleaning/repair work or from other operations performed on the insured property;
 - Loss resulting from embezzlement or misappropriation;
 - Loss resulting from seizure, confiscation, damage or destruction by a government authority.
- 2 **Misuse after theft**
- 2.1 If, after theft of the phone or tablet, the eligible claimant incurs connection and transmission charges (phone calls, SMS, MMS, data transfer, data uploads/downloads, etc.) as the result of the misuse of the mobile phone service through the insured mobile phone number between the time of the theft and the time that the SIM card is blocked by the mobile phone service provider, AXA will pay at maximum CHF 1,500 in compensation. AXA's obligation to pay benefits applies only if the theft of the mobile phone or tablet is reported to the mobile phone service provider within 48 hours with an instruction to block the SIM card in question, and if the theft has been reported to the relevant police office.
- 2.2 Coverage under this insurance does not include:
 - Misuse after theft if the policyholder disregards his general due care obligations;
 - Loss resulting from seizure, confiscation, damage or destruction by a government authority.

A3

Where is the insurance valid?

- 1 The insurance is valid worldwide.

A4

What benefits are insured?

- 1 The insured mobile phone or tablet is covered for its new-for-old value up to the list price of Swisscom (Switzerland) AG, at maximum CHF 1,500.
- 2 Misuse after theft is insured up to CHF 1,500.

A5

What is the policyholder's deductible?

- 1 The eligible claimant must pay a CHF 50 deductible per claim. The deductible will be subtracted from the compensation that is paid out.
- 2 The deductible does not apply in the event of misuse after theft as defined in Art. A 2 GIP.

A6

Which risks are generally excluded?

- 1 The insurance does not cover loss resulting from warlike events, violations of neutrality, revolution, rebellion, uprising, civil unrest (acts of violence against persons or objects as a result of riots or commotion or caused by mobs) as well as any measures undertaken against these occurrences or loss caused by earthquakes, volcanic eruptions or changes to the nuclear structure of atoms, unless the policyholder can prove that there is no connection between these events and the damage or loss.

B Miscellaneous provisions

B1

Where can insurance be taken out?

- 1 The insurance can be taken out at the following sales channels of Swisscom (Switzerland) AG when the mobile phone or tablet is purchased: Swisscom outlets as shown in Shop Locator, Swisscom online shop (www.swisscom.com), and Swisscom Hotline.

B2

From when to when is the insurance valid?

- 1 The insurance coverage starts on the date defined in the purchase agreement.
- 2 The contract is valid for 24 months, ends automatically on expiry of this period, and cannot be renewed.
- 3 If the device is returned to Swisscom within 14 days, the insurance will be canceled and the premium refunded.
- 4 In case of a claim, the insurance ends if the following applies: The device cannot be repaired; the cumulated amount from several claims exceeds the list price of the device; the device is stolen or lost.

B3

What applies as regards premium payments?

- 1 The premium for the entire contract period must be paid when taking out insurance at the time that the phone or tablet is purchased from Swisscom (Switzerland) AG.
- 2 The periods defined by Swisscom (Switzerland) AG must be observed when paying invoices, otherwise Swisscom (Switzerland) AG will take legal steps to collect the pending amount.

B4

What needs to be considered when making a claim?

- 1 The eligible claimant must
 - 1.1 report the loss and take the damaged device to the point of sale operated by Swisscom (Switzerland) AG, which will then process the claim (guarantee case / exchange / repair).
www.swisscom.ch → Shop locator
 - 1.2 send the invoice / receipt received from Swisscom, incl. claim notification (www.axa.ch/mobile), to AXA in writing after the device has been repaired:
AXA Winterthur
Service Center
P.O. Box 357
CH-8401 Winterthur
Phone (German): +41 52 218 95 24 / (Service hours: 8:00–17:00)
- 1.3 ensure that the insured property is maintained and recovered, that any damage is minimized, and follow AXA's instructions.

- 2 In the event of misuse after theft, he must also
 - 2.1 inform the police immediately, request an official investigation, and neither remove nor tamper with any evidence without the permission of the police;
 - 2.2 inform Swisscom (Switzerland) AG immediately and have the SIM card blocked;
 - 2.3 inform AXA immediately if costs were incurred and become known after misuse of the phone;
 - 2.4 submit the relevant documentation on the misuse to AXA.
- 3 if he has failed to register, he must also
 - 3.1 provide in writing the information (e.g. invoices, receipts, etc.) that substantiates the claim and give his permission for any relevant investigation;
 - 3.2 provide proof of the amount of the claim by means of original invoices. The amount of insurance does not constitute proof of the value of the insured property.

B5

How is compensation calculated?

- 1 Compensation is calculated based on the new-for-old value (purchase price incl. all taxes) of property of equal value at the time of the claim (=replacement value). In the case of partial loss, repair costs are reimbursed, but only up to the replacement value of the item.
- 2 Swisscom (Switzerland) AG can act on behalf of AXA and, with the agreement of the eligible claimant, either replace or repair the damaged phone or tablet, up to the compensation amount defined in GIP B 5.1. The replacement device can be either a new device or a repaired device of equal value

B6

When is the compensation payment reduced?

- 1 The insured person must exercise due care and, in particular, must take suitable measures to protect the property against the insured risks.
- 2 In case of a culpable breach of the legal or contractual provisions or obligations, compensation can be reduced in line with the cause, extent, or discovery of the damage, or compensation can be canceled altogether. Compensation will not be reduced if the insured person can prove that his behavior had no influence on the loss.

B7

When does the compensation payment fall due?

- 1 Compensation is due 30 days after the date on which AXA receives the documents required to determine the amount of the claim and AXA's liability to pay benefits.
- 2 AXA's duty to pay benefits is deferred for as long as the amount, through the fault of the eligible claimant, cannot be established or paid.
- 3 In particular, compensation will be deferred for as long as
 - 3.1 there are doubts about whether the insured person is entitled to receive payment;
 - 3.2 police or criminal investigations into the loss are underway and proceedings against the insured person or eligible claimant have not been concluded.

B8

What law applies above and beyond these provisions?

- 1 Swiss law applies above and beyond these provisions. For insurance contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence in cases where discrepancies exist between these GIP provisions and Liechtenstein law.