



General Terms and Conditions for ScanProtect

General Terms and Conditions (GTCs) applicable to the ScanProtect Tool

1 Scope

These General Terms and Conditions apply to the use of ScanProtect, the Darknet Monitoring Tool, which is operated for your identity protection by Informa Solutions GmbH, Baden-Baden (part of Experian, hereinafter referred to as "**Experian**"), the service provider.

2 Services provided through ScanProtect

Experian provides its services related to ScanProtect (hereinafter referred to as "ScanProtect" or "ScanProtect Platform") via its web based server environment. Experian conducts researches in the Darknet to verify whether personal data is traded and/or sold online. The technology scans networks, chat rooms and websites around the world to retrieve stolen proof of identity and is able to locate end-user data regardless of nationality or location. If such personal data is retrieved, customers are notified directly via the email address registered on the ScanProtect platform. ScanProtect can also be used as a service by parents or legal guardians for their underage children ("**Child Monitoring**") in order to prevent identity theft of minors. In this case, the parents or legal guardians receive an "active child's report" as well as notifications and alarms in case the system detects any irregularities. This service ends for minors when they reach the age of 18.

Experian also offers Social Media Monitoring ("SMM") as a service. SMM alerts clients with regard to incidents where personal information, comments, wall posts and other content published via social media platforms may lead to the disclosure of personal data and thus become a data protection risk. This includes data such as addresses, dates of birth, etc. SMM may then inform clients that content is being used on their social media profiles that may lead to reputational damage. This includes inappropriate language, sexual, alcohol or drug related content. This service currently includes 4 social media platforms (Twitter, LinkedIn, Facebook and Instagram). Whether and how the selection of platforms is expanded or adapted is entirely up to Experian. Customers can register for this service via the ScanProtect platform, being underpinned that it may only be used by end customers having attained full age.

A detailed service overview is available at any time via scanprotect.ch.

Within the scope of its operational resources, Experian endeavors to offer its services around the clock and without disruption. Liability for consequences arising from the temporary interruption of access to the platform is excluded in accordance with Clause 8 below.

3 Registration

To use the services, customers must register online via the link provided by Securicard SA and by means of the registration PIN received. The registration is personal and non-transferable.

Physical or legal persons are eligible to register provided that they have unlimited capacity to act. The information to be entered during registration must be complete and correct at all times and must always contain the following: full first and last name, date of birth, address of current main residence/registered office, telephone number, valid e-mail address. The customer must define a password that is not related to his person.

The username chosen by the customer must not be obscene, denigrating or otherwise offensive. In addition, the username must neither contain a reference to an e-mail or website address nor infringe the rights of third parties.

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In the event of changes to the registered data, the customer is obliged to update this immediately in their personal user account so that the information is complete and correct at all times. Experian may at any time provide or dispense with specific features, additional information and/or verification.

The personal access data must be treated confidentially by the customer and may not be disclosed to third parties and such access data may not be passed on to third parties respectively. Securicard SA or Experian cannot be held liable for any damage resulting from the misuse or unauthorized disclosure of access data.

Person's resident outside of Switzerland cannot use the products and services of Securicard SA.

The use of mechanisms, software or other scripts that may disrupt regular website operation is prohibited. Customers must not adopt any measures that might place an unreasonable or excessive strain on the infrastructure of ScanProtect. Customers are prohibited from blocking, overwriting or modifying content created by Securicard SA or Experian or otherwise disruptively intervening in the websites of ScanProtect.

4 Conclusion of the Contract

Services are provided via Securicard SA. After having sent the request for registration, the customer will receive a confirmation of receipt of the registration for the product ScanProtect.

The contract between Securicard SA and the customer comes into force with the confirmation of registration by Securicard SA and is valid for a minimum contract period of 12 months. Thereafter, the contract is tacitly renewed for a further year in accordance with the selected price model or coverage.

If it is established after confirmation of registration that a service cannot be provided, Securicard SA may cancel the corresponding order in whole or in part or withdraw from the contract. In this case the customer has no claim to the provision of the corresponding service.

5 Termination

The contractual relationship can only be terminated for each selected insurance cover after a minimum contract period of 12 months with a period of notice of at least 1 month before the next automatic annual renewal and thus in written form.

Securicard SA Customer Service will confirm the termination in written form and block the corresponding account. Access to the registered data in the account is no longer possible after the blocking.

Securicard SA is entitled to terminate a customer's account at any time, in particular in the event of a breach of the General Terms and Conditions or for other important reasons.

Excluded customers have no right to register or re-register as a member without the prior consent of Securicard SA, either in their own name or in the name of a third party

6 Prices

The prices are published and binding on the Securicard SA website or on the registration website of a Securicard SA sales partner. Securicard SA and its sales partners reserve the right to change price models at any time

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7 Payment, billing

The payment obligation begins with the confirmation of registration of the ordered service. If no other payment modalities have been agreed upon, the means of payment indicated on the registration are valid.

If the service is paid for by debit and credit cards, the charge will be made after the registration confirmation has been sent. The data for payment by debit and credit cards will be transmitted in encrypted form.

8 Liability

Compensation claims against Securicard SA due to impossibility of performance, breach of contract, culpa in contrahendo and tort shall be excluded unless in the case of willful intent or gross negligence. Liability for indirect and consequential damage arising from mistakes or performance failure shall be excluded.

Securicard SA and Experian may change, restrict or discontinue the scope of the functionalities offered via the ScanProtect platform at any time. The ScanProtect platform may be temporarily unavailable due to maintenance work. Securicard SA shall not be liable in this context.

Securicard SA shall in particular not be liable for damages incurred by customers due to the behavior of other customers or third parties in connection with the use or misuse of the ScanProtect platform.

9 Data protection

The privacy policy of Securicard SA shall apply to all visits to the ScanProtect platform. The privacy policy is an integral and binding part of these GTCs.

Customer account data shall be protected against access by unauthorized third parties. Viewing of all data shall be confined to a limited number of authorized persons and shall only be permitted to third parties upon presentation of a power of attorney or as part of an official inspection.

10 Data transfer and retention obligation

The data collected may be evaluated and used for marketing and advertising purposes.

Securicard SA shall only save the member's personal data for as long as it is necessary or deemed appropriate in order to comply with current legislation or for as long as it is required for the purposes for which it was collected. Securicard SA shall erase personal data as soon as it is no longer required and in any case on expiry of the maximum retention period prescribed by law. For the rest, the provisions of the data protection declaration apply

11 Transfer of rights and obligations to third parties

Securicard SA reserves the right to transfer individual or all rights and obligations arising from these GTCs to a third party or to have them performed by a third party. Members may not transfer membership or any member rights and obligations towards Securicard SA.



12 Applicable law and place of jurisdiction

The laws of Switzerland shall apply exclusively under explicit exclusion of the Federal Code on Private International Law (CPIL) and the United Nations Convention on Contracts of International Sale of Goods (CISG). The place of jurisdiction is at the headquarters of Securicard SA in Lugano.

13 Severability clause

Should one or more provisions of this contract be or become invalid due to statutory regulations or contradictory content, the validity of the remaining provisions shall remain unaffected.

14 Final provisions

These GTCs may be amended at any time (for instance in the event of changes to the law, adaption or development of service and product functions). The current version shall be published on the www.scanprotect.ch platform and received from Securicard SA. If there is a substantial change, customers may also be made aware of the new provisions.

ScanProtect Data Monitoring, **GTCs 01.2023**

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Customer Information and General Terms and Conditions of Insurance – 01.2022 edition ScanProtect

Information for persons insured under group insurance

The following customer information provides an overview of the identity of the insurer and key content of the insurance contract (Article 3 of the Swiss Federal Insurance Policies Act – "IPA"). [hereinafter referred to as "IPA"]. The specific rights and obligations of the insured or entitled persons are derived from the General Terms and Conditions of Insurance (GTC), any application forms or insurance confirmations, and from the applicable statutory provisions (IPA).

1. Insurer

The insurer is Allianz Assistance (operating under the name of AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland)) with registered domicile at Richtiplatz 1 in CH-8304 Wallisellen (hereinafter referred to as "the Insurer"). The Insurer may delegate tasks to service-provider third parties within the context of the rendering of its performances.

The bearer of risk and provider of the legal protection is CAP Rechtsschutz-Versicherungsgesellschaft AG based at Neue Winterthurerstrasse 88, CH-8304 Wallisellen (hereinafter referred to as "CAP").

2. Policyholder

The policyholder is Securicard SA (hereinafter referred to as "Securicard").

3. Insured risks, scope of insurance cover and benefits

The insured risks and the scope of insurance cover (including exclusions from insurance cover) as well as the individual insurance benefits are derived from the Terms and Conditions of Insurance, and particularly from the Table of Benefits (II Table of Benefits). The following insurance is an insurance against damages.

4. How much is the premium?

The premium is stated in the application form.

5. Information on the processing of personal data

The Insurer/CAP and Securicard process data resulting from the contract document or the processing of the contract and use these data in particular to determine the premium, to evaluate the risk, to process claims and for statistical analyses. Securicard also processes data for marketing purposes. The data are collected, processed, stored and deleted personally, physically or electronically in accordance with legal regulations. The Insurer/CAP can exchange and/or transfer data for processing to the necessary extent with/to third parties in Switzerland and abroad, in particular Securicard, co-insurers and reinsurers, service providers as well as Swiss and foreign companies belonging to the Insurer, which are involved in processing the contract. In addition, the Insurer/CAP can obtain relevant information from official agencies and other third parties, particularly with regard to the claims processing. The Insured Person has the right to demand from the Insurer/CAP information provided for by law regarding the processing of data relating to the Insured Person.

I Structure of Conditions/Introduction/Definitions

A. Structure of Conditions

The Terms and Conditions of Insurance are composed of the following sections:

- I. Structure of Conditions/Introduction/Definitions
- II. Table of Benefits
- III. General Terms and Conditions of Insurance (GTC)
- IV. Special Terms and Conditions (STC)

A concluding list of insurance benefits covered in addition to the General Terms and Conditions of Insurance and the Special Terms and Conditions is provided in the Table of Benefits.

The General Terms and Conditions of Insurance are always applied if no other regulation is provided in the Special Terms and Conditions. The Special Terms and Conditions apply in the event of inconsistencies.

B. Introduction

Securicard has concluded a group insurance contract with the Insurer, through which Insured Persons are entitled, on affiliation to the group insurance contract, to claim certain benefits from the Insurer, although not from Securicard and/or third parties charged with processing the contractual relationship.

The main Insured Person is obliged to inform other Insured Persons, where applicable, about the main features of the insurance cover and obligations incumbent upon them in case of an insured event and also that these Terms and Conditions of Insurance can be requested at any time from Securicard, Via Canova 16, CH-6901 Lugano or accessed on www.securicard.ch.

Insured events must be reported without delay to Securicard, as soon as the insured event becomes known.

C. Definitions

Differentiated gender designations have been avoided in order to be reader friendly
Meanings of terms used in the Terms and Conditions of Insurance:

Computer and internet offences

Criminal acts as defined by the Swiss Criminal Code, committed by means of the internet (e.g. data theft, data corruption, data fraud on the internet).

Identity abuse

Third parties misuse of personal data relating to a natural person without requisite legal authorisation.

Infringement of personality rights

Infringement of personality rights, as per Art. 28 et seq. of the Swiss Civil Code (CC), for Insured Persons subjected to defamation, libel or calumny, evident to third parties, committed via electronic media on websites, forums, blogs or in social networks (e.g. cyber bullying or identity theft).

Insured event

The incident leading to an event covered by the insurance.

Insured amount

Amount of the maximum financial benefits or compensation entitlement pursuant to the Table of Benefits.

II Table of Benefits

Insurance components	Insurance benefit	Maximum insured amount	
A Legal protection	Legal protection for computer and internet offences, infringement of personality rights and copyright infringement on the internet.	per event	CHF 20,000
	Contractual disputes: Legal protection in the context of contracts concluded via the internet.	per event	CHF 350,000
B Infringement of personality rights on the internet	Arrangement / assumption of costs for an IT specialist to remove / delete defamatory content.	per event	CHF 20,000
	Arrangement/assumption of costs for psychological support.	per event	CHF 3,000
C Online account protection	Financial losses caused by the theft of personal access data.	per event	CHF 20,000
D Data Recovery	Costs for the removal of malware and data recovery. Limit of two insured events per year.	per event	CHF 5,000

Insurer



AWP P&C S.A., Saint-Ouen (Paris) Wallisellen Branch (Switzerland), Richtiplatz 1, CH-8304 Wallisellen
Tel.: +41 44 283 32 22, Fax: +41 44 283 33 83
info.ch@allianz.com, www.allianz-travel.ch



CAP Rechtsschutz-Versicherungsgesellschaft AG, Neue Winterthurerstrasse 88, CH-8304 Wallisellen
Tel.: +41 58 358 09 09
capoffice@cap.ch, www.cap.ch

Contact address for complaints

Allianz Assistance
Complaint Management
Richtiplatz 1
P.O. Box
CH-8304 Wallisellen

II General Terms and Conditions of Insurance (GTC)

1 Who is insured?

Securicard customers resident in Switzerland who have taken out the Securicard "ScanProtect" package (hereinafter referred to as the "Insured Person"). The application form or confirmation letter indicates whether the insurance cover applies to an individual cover or family cover.

Individual cover: the person named on the confirmation letter.

Family cover: the person named on the confirmation letter and the persons living with him in the same household as well as their minor children not living in the same household.

2 When does the insurance cover start and end?

2.1 Start of insurance cover

The insurance cover begins on the date on which the customer receives confirmation of the insurance cover from Securicard. Affiliation to the group insurance contract is valid for one year from the date mentioned in the insurance confirmation. At the end of this year, the affiliation is extended automatically by one year, unless the customer or Securicard does not give written notice of termination with a notice period of one month before it is due to expire.

2.2 End of insurance cover

In any case, the insurance cover ends upon termination of the contractual relationship, in accordance with Securicard's General Terms and Conditions of Business, or at the end of the affiliation to the group insurance contract.

3 Change of the scope of cover/ Terms and Conditions of Insurance

The Insurer/CAP and Securicard can agree to amend these Terms and Conditions of Insurance (including the insured amounts) at any time, and the Insured Person shall be notified of any changes to the terms and conditions and insured amounts in writing prior to the amendment coming into force. They are considered as having been approved by the Insured Person if this person does not terminate the affiliation to the group insurance contract prior to the amendment coming into force (the termination date is the date when the Securicard receives notice of termination).

4 In which circumstances does cover not apply, or only limited cover apply?

4.1 Similar claims

If the Insured Person is entitled to claims from another insurance contract (voluntary or obligatory private or social insurance), the cover provided by the Insurer/CAP shall be limited to the portion of the insurance benefits that exceed those of the other insurance contract. Costs shall be reimbursed only once.

4.2 Third-party benefits

If Insurer/CAP pays benefits for which an insured person could also have submitted claims against third parties, the claimants shall cede those claims to Insurer/CAP.

4.3 Exclusions

Apart from the limits and exclusions listed in the STC, there is generally no insurance cover for events:

4.3.1 that are intentionally caused by the Insured Person;

4.3.2 that the Insured Person causes by or during the wilful exercise of an offence or crime, or the wilful attempt to exercise an offence or crime;

4.3.3 Insured events related to legal cases pending or resolved on inception of the insurance cover.

4.3.4 Insured events related to a professional activity.

5 What are the obligations in case an insured incident or event occurs? (Obligations)

The Insurer/CAP cannot issue a benefit declaration and consequently cannot provide benefits without the cooperation of the Insured Person. The Insured Person is obliged to do the following:

5.1 endeavour as much as possible to avert and reduce the damage;

5.2 inform Securicard without delay following the occurrence of an insured event by telephone on +41 58 122 10 10 and to inform the Insurer truthfully and comprehensively, providing all details about the situation which could lead to the Insurer's obligation to pay benefits;

5.3 permit the Insurer/CAP to make reasonable enquiries to ascertain the cause and the scope of benefits payable;

5.4 heed instructions issued by the Insurer/CAP;

5.5 authorise third parties (e.g. physicians, other insurers, insurance carriers and authorities) to give required information where necessary;

5.6 inform the Insurer/CAP about the existence of other insurance policies providing cover for the insured event, and of any claims made on such policies and indemnities received and of any obligation to effect compensation resting on third parties;

5.7 If there is an infringement of personality rights, the Insured Person must submit a complaint to the police for violation of personality.

6 What are the consequences of non-observance of obligations?

If a breach of the obligations occurs after an insured event, the Insured Person shall lose the entitlement to the insurance benefit and the Insurer/CAP shall be entitled to curtail or reject benefits, assuming the Insured Person did not breach the obligation either wilfully or through gross negligence.

In cases of gross or wilful negligence, the Insured Person shall retain entitlement to the insurance benefit provided the breach of the obligations neither influenced the determination of the insured event nor the assessment of the benefits due.

7 Which court is responsible?

7.1 The place of jurisdiction for disputes brought by the Insured Person in conjunction with these Terms and Conditions of Insurance may be chosen as follows:

- the registered domicile of the Swiss branch office of the Insurer;
- the Swiss place of residence or domicile of the Insured Person pursuant to civil law.

7.2 The place of jurisdiction for claims brought by the Insurer is the place of residence of the Insured Person pursuant to civil law.

7.3 Mandatory place of jurisdiction provisions remain reserved in all cases.

8 How should the Insurer be informed?

What applies when a change of address occurs?

8.1 All notifications or declarations intended for the Insurer/CAP must be made in writing form (e.g. letter, e-mail). They must be sent to Securicard.

9 Which legal system is applicable?

This contract is governed by Swiss law. The provisions of the Swiss Federal Insurance Policies Act (IPA) [Bundesgesetz über den Versicherungsvertrag – ("VVG")] remain reserved, insofar as its non-mandatory regulations have not been amended in these GTC.

10 Ombudsman for private insurance and Suva

The ombudsman for private insurance and Suva is available to Insured Persons as a neutral arbitrator. The ombudsman is only competent to advise and mediate and can therefore make no decision in litigation. This is reserved for the law courts.

Contact address in German-speaking Switzerland (head office):

Ombudsman der Privatversicherung und der suva

P.O. Box 1063, CH-8024 Zurich

Tel.: +41 44 211 30 90

E-mail: help@versicherungsombudsman.ch

Branch in French-speaking Switzerland:

Ombudsman de l'assurance privée et de la suva

Chemin Des Trois-Rois 2, P.O. Box 5843, CH-1002 Lausanne

Tel.: +41 21 317 52 71

E-mail: help@ombudsman-assurance.ch

Branch in Italian-speaking Switzerland:
Ombudsman dell'assicurazione privata e della suva
Corso Elvetia 7, P.O. Box 5371, CH-6901 Lugano
Tel.: +41 91 967 17 83
E-mail: help@ombudsman-assicurazione.ch

IV Special provisions for the individual insurance components

A Legal protection in the event of computer and internet offences, infringement of personality rights and copyright as well as contractual disputes on the internet

- 1 **Duration of cover**
CAP grants legal protection if the need for legal support arises or becomes apparent after the insurance cover begins. CAP does not grant legal protection if the need for legal support is reported after insurance cover ends.
- 2 **Insured amount**
The insured amount can be seen in the Table of Benefits.
- 3 **Insurance benefits**
The benefits outlined below will be provided exclusively in case of an insured event to the amount outlined in the table of benefits:
 - 3.1 In addition to the representation of interests through its own legal service, CAP shall assume the following costs: Legal fees, legal costs (court costs and party compensation for the counterparty), expertise costs, mediation costs, travel costs to court proceedings and court-ordered inspections if the Insured Person's presence is absolutely necessary.
 - 3.2 CAP can be released from its obligation to pay benefits by reimbursing the material dispute benefit.
 - 3.3 If the involvement of an independent legal representative is required for court or administrative proceedings in accordance with applicable procedural law, or if there is a conflict of interest (two opposing parties insured with CAP or one Insured Person against an Allianz Group company), the Insured Person has a free choice of legal representative. If CAP does not accept the proposed legal representative, the Insured Person has the right to propose three other legal representatives from different law firms, one of which CAP is obliged to accept.
- 4 **Insured events**
CAP provides insurance cover for the following areas:
 - 4.1 Compensation claims if the Insured Person is subjected to a computer or internet-related offence. Insurance cover also applies for enforcing these claims as part of criminal proceedings.
 - 4.2 Claiming compensation if the Insured Person experiences copyright infringement on the internet in connection with personal websites or social networks.
 - 4.3 Exercising the right of reply and/or removal of content (image, sound or text) on the Internet if the Insured Person's privacy has been directly affected by a computer or internet-related offence.
 - 4.4 Disputes in connection with contracts concluded by the Insured Person online for their personal use or need.
- 5 **Non-insured events and services (in addition to Section III 4: In which circumstances will cover not apply, or only limited cover apply?)**
There is no insurance cover for the following insured events or risks:
 - 5.1 Cases in which the Insured Person wants to launch proceedings against AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland) or CAP and its employees within the scope of their professional activity. If the Insured Person wants to launch proceedings against persons who provide or have provided services in a legal case insured by CAP.
 - 5.2 Damages and costs for which a liable third party or a liability insurance policy has an obligation.
 - 5.3 Legal protection in the context of the collection of payment of uncontested claims.
 - 5.4 Disputes and proceedings in connection with taxes, fees, charges and customs matters.
 - 5.5 Disputes arising in connection with the investment and management of assets, works of art, securities and with speculative legal transactions.
 - 5.6 Disputes arising from acts of war, riots, infringements of neutrality, strikes, unrest of any kind, earthquakes, nuclear fission and fusion, ionising and non-ionising radiation, genetically modified organisms and nanotechnology.
- 6 **Duties in the event of a claim (in addition to Section III 5: What are the obligations in case an insured incident or event occurs? (Obligations))**
 - 6.1 The Insured Person must contact Securicard without delay to be able to claim benefits from the Insurer: **Contact number: +41 58 122 10 10.**
 - 6.2 The Insured Person must help clarify the circumstances. The Insured Person shall leave the case management entirely up to CAP. The Insured Person shall refrain from issuing mandates to lawyers, experts etc. initiating proceedings, resorting to any legal measures or concluding any settlements without prior authorisation from CAP. The Insured Person shall not agree on a fee with the lawyer instructed to represent him/her.
 - 6.3 In the event of differences of opinion between the Insured Person and CAP regarding the measures to be taken to settle the damage or if CAP considers a measure to be futile, it will justify its refusal to the legal representative or the Insured Person in writing and will also point out that the Insured Person may request a legal verdict on the matter from an arbitrator, selected by the Insured Person and CAP jointly. The costs shall be paid by the losing party.
 - 6.4 If the Insured Person launches legal proceedings at their own expense, despite refusal to pay benefits because of futility, and if as a result, a verdict is obtained which is more favourable than the solution justified in writing by CAP, CAP will bear the costs incurred by this procedure up to the maximum amount of the sum insured.

B Technical and psychological support in the event of an infringement of personality rights on the internet

- 1 **Duration of cover**
The Insurer shall pay out insurance benefits if the insured event occurs during the insurance period.
- 2 **Insured amount**
The insured amount can be seen in the Table of Benefits.
- 3 **Insurance benefits**
In case of an insured event and in addition to the legal protection outlined under Section IV A above, the following technical and psychological support is available up to the amount of the insured sums specified in the table of benefits. This is subject to the loss event being processed in accordance with B6.
 - 3.1 Provision of an IT specialist and assumption of costs for the removal/deletion or suppression (as far as possible) of defamatory online content about the Insured Person.
 - 3.2 If required, a psychologist will be organised and the cost of treating the Insured Person's stress and trauma resulting from the damage to his/her reputation will be covered. If the Insured Person feels obliged to move as a result of the insured event, the associated moving costs shall also be covered.
- 4 **Insured events**
Infringement of the Insured Person's personality rights by third parties in the internet, e.g. through social online media, is insured.
- 5 **Non-insured events and services (in addition to Section III 4: In which circumstances will cover not apply, or only limited cover apply?)**
There is no insurance cover for the following insured events or losses:
 - 5.1 Risks not specified under Section IV B 4.
 - 5.2 If the Insurer has not given prior approval to the claims.
 - 5.3 If the Insured Person fails to submit a criminal complaint relating to violation of personality rights.
 - 5.4 Insured events related to non-digital media (print media, radio, television).
 - 5.5 Insured events related to journalists or journalistic activities and/or publications.
 - 5.6 Infringement of personality rights due to a former cohabiting partner or life partner.
 - 5.7 Pecuniary and consequential losses.

6 Duties in the event of a claim (in addition to Section III 5: What are the obligations in case an incident or event occurs? (Obligations))

- 6.1 The Insured Person must contact Securicard without delay to be able to claim benefits from the Insurer. **Contact number: +41 58 122 10 10.**
- 6.2 Securicard must also be provided with the following documents in writing in the event of a claim:
- Claims form
 - Documents/receipts/details of the insured event
 - Criminal complaint or confirmation by the police that criminal charges have been filed in relation to the claim.

C Online account protection

1 Insured amount

The insured amount can be seen in the Table of Benefits.

2 Insurance benefits

Compensation to the amount outlined in the table of benefits is provided in case of an insured event.

3 Insured events

- 3.1 The Insured Person's financial loss is insured against
- unlawful access to a private Swiss postal/bank account held by the Insured Person,
 - misapplication of a *card* held by the Insured Person,
 - misapplication of a mobile device (e.g. smart phone or tablet) owned by the Insured Person, resulting from the online theft by third parties of the Insured Person's own access data.
- 3.2 Misapplication is when the third party is neither entitled nor commissioned or authorised to perform the action by the Insured Person.
- 3.3 Financial losses incurred by the Insured Person in case of an insured event due to legal or contractual provisions are covered.

4 Non-insured events (in addition to Section III 4: In which circumstances will cover not apply, or only limited cover apply?)

There is no insurance cover for the following losses:

- 4.1 Losses resulting from misapplication of cards and/or card numbers, mobile devices or PIN, TAN, other identification or legitimation data, a digital signature or genuine bearer securities or identity papers which were stolen or came into the possession of a third party or of which a third party had gained knowledge prior to the inception of the insurance cover.
- 4.2 Losses incurred by the Insured Person purely because he/she:
- failed to fulfil the notification obligations of the account-holding financial institution, card contracting partner, network provider or provider of other payment systems (immediate notification on discovering the theft/misuse);
 - allowed the time period for reviewing and identifying an unauthorised payment to lapse without taking any action during that time.
- 4.3 Losses arising indirectly from misuse, e.g. lost profit or loss of interest.
- 4.4 Losses for which a liable company (account-holding financial institution, card contracting partner or network provider) has not abrogated liability in writing.

5 Duties in the event of a claim (in addition to Section III 5: What are the obligations in case an insured incident or event occurs? (Obligations))

- 5.1 The Insured Person must promptly submit a signed claims statement with all the required information in writing to avail of the Insurer's services in the event of an insured event taking place.
- 5.2 The theft of personal access data or suspicion of misuse must be reported without delay to the card contracting partner, network provider or provider of other payment systems. In addition, the immediate blocking of the card must be arranged.
- 5.3 The theft of personal access data and suspicion of misuse/misapplication must be reported immediately to the nearest police station.
- 5.4 Securicard must be provided with the following documents in writing in the event of a claim:
- Claims form
 - Documents/receipts/details of the insured event
 - Criminal complaint or confirmation by the police that criminal charges have been filed in relation to the claim
 - Written explanation of the financial loss from the relevant account-holding financial institution, card contracting partner, network provider or provider of other payment systems.

D Data Recovery (saving or restoring data)

1 Insured amount

The insured amount can be seen in the Table of Benefits.

2 Insurance benefits

The benefits outlined below will be provided exclusively in an insured event to the amount outlined in the table of benefits. This is subject to the loss event being processed in accordance with D5.

- 2.1 Reimbursement of costs for an initial damage analysis to carry out the data recovery.
- 2.2 Reimbursement of costs for removing malware and, if necessary, replacing the operating system (provided there is a licence for the operating system).
- 2.3 Reimbursement of costs for data recovery.

3 Insured events

Mobiles, tablets, laptops and PCs owned by the Insured Person for private use are insured, in the event of

- Contamination by harmful viruses or malware,
- Loss of data due to technical faults or damage.

Insurance cover is limited to two insured events per calendar year.

4 Non-insured events and services (in addition to Section III 4: In which circumstances will cover not apply, or only limited cover apply?)

There is no insurance cover for the following insured events or losses:

- 4.1 Losses for which the manufacturer is liable.
- 4.2 Serial defects leading to a recall by the manufacturer.
- 4.3 In the event of data recovery: costs for regenerating or replacing the data, costs arising from data with unlawful content and/or data which there is no authorisation to use, costs for replacing data and applications for the operating system, costs for acquiring new licences.

5 Duties in the event of a claim (in addition to Section III 5: What are the obligations in case an incident or event occurs? (Obligations))

- 5.1 The Insured Person must contact Securicard without delay to be able to claim benefits from the Insurer **+41 58 122 10 10.**
- 5.2 Securicard must also be provided with the following documents in writing in the event of a claim:
- Claims form
 - Documents/receipts/details of the insured event.