

DEVICE INSURANCE

GENERAL CONDITIONS OF INSURANCE ("GCI")

GCI for the collective insurance contract between

- AXA Versicherungen AG, Winterthur ("Insurer")
- Digitec Galaxus AG, Zurich ("Policyholder" or "Digitec Galaxus")
- i-surance AG, Zurich ("i-surance" or "we")
- Customers of Digitec Galaxus ("insured persons" or "insured person" or "you")

regarding the insurance of electronic devices sold by the Policyholder via Digitec or Galaxus Online Shop or in a branch to customers. Under the collective insurance contract, i-surance performs insurance functions on behalf of the Insurer.

Section 1: Insurance cover, insurance premium

1. What can be insured?

You can insure electronic devices, **either new or used and refurbished**, that have been purchased from Digitec Galaxus by joining the collective insurance contract. The prerequisite for this is that the electronic device is fully functional.

Insurance cover is provided if you choose the option Device Insurance or submit a declaration of membership online at www.digitec.ch, www.galaxus.ch or in-store.

The insurance covers the device registered at the time of subscription to the insurance with the serial or IMEI number. If the serial or IMEI number is unknown at the time of subscription to the collective insurance contract, you will receive a notification from us and must register your device subsequently in order to take advantage of the insurance cover. Should your device be replaced at a later date as a warranty claim, you are obliged to inform us of the new serial or IMEI number by email at support@insurance.digitec.ch or by telephone; +41 798 26 33 in order to continue to have insurance cover.

The insurance cover only is valid on the condition that the insured device has been registered by means of a declaration of membership or subsequently and the insurance premium owed has been paid.

2. Who can purchase the device insurance and where is the insurance valid?

Only people who purchase electronic devices via Digitec Galaxus who reside in Switzerland or Liechtenstein can acquire the device insurance. The insurance is valid for insured events worldwide.

3. Which risks are insured?

With the device insurance you are insured against:

- Damage to the insured device due to sudden or unforeseeable external influences such as falls, fire or contact with any type of liquid, and as a result can no longer be used as intended;
- Misuse of your SIM card for telephone or data purposes by an unauthorized third party as a result of theft.

4. How many claims are covered by the device insurance?

The number of claims is unlimited. In the event of a claim, however, the insurer has the extraordinary right of termination for reasons such as damage to our image, fraud and theft.

5. When does my insurance cover begin and end?

Insurance cover begins on the date of subscription to the collective insurance contract. Each subscription to the collective insurance contract is for a fixed, non-renewable period. You have the option of purchasing device insurance for a period of one or two years. In the case of the one-year period, the insurance cover ends automatically after 12 months and in the case of the two-year period after 24 months, without the need for termination.

6. How do I pay for my insurance?

The price of the insurance is shown in the confirmation message when you take out the policy. The insurance premium is paid by you to Digitec Galaxus through the payment methods offered by Digitec Galaxus upon conclusion of the insurance. It is mandatory that to avail of the insurance cover that the insurance premium has been paid in full.

7. How can I cancel my insurance cover?

If the insurance contract is terminated by the insurer or the policyholder, the insurer is entitled to terminate the individual insurance cover of the insured persons in writing or in text form, subject to a notice period of two months. In exceptional cases (e.g. bankruptcy), the individual insurance cover may be terminated with immediate effect. The premium already paid will be refunded pro rata.

Section 2: Benefits and exclusions

8. Who is entitled to benefit from the insurance?

The eligible party is the insured person whose insured equipment is registered.

If the insured device is sold, the insurance cover is transferred to the new owner. The new owner can reject the transfer of the contract by means of a written declaration of the change of ownership within 30 days at the latest. The insurer may terminate the insurance cover within 14 days of becoming aware of the new owner. The insurance cover ends at the earliest 30 days after termination (see Art. 54 VVG). The premium already paid will be refunded pro rata.

9. What does my insurance cover?

In the event of insured damage, we will repair or replace your insured device. The insurance coverage is in any case limited to the initial purchase price for the insured device.

- In the event of a repair, we will email you a pre-paid postage stamp with which you can send the damaged, insured device to our repair partner, who will repair it immediately (return express repair). You can also return the device to a Digitec Galaxus pick-up station, which will then send it to our repair partners. Alternatively, and depending on the device model and

damage, we offer you the possibility to have the device repaired by one of our local repair partners (on-site repair).

- If the repair costs exceed the acquisition costs for a new or like-new replacement device, the Insurer can decide whether a repair should be carried out or a new or like-new replacement device should be procured. Devices that look like new on the outside and are fully functional, are described as like-new. The replacement device is usually the same device model as the insured device (the same color cannot be guaranteed). If the same device model is not available, you will receive another device of the same type and quality.

In the event of misuse of your SIM card as a result of theft, we will reimburse the resulting telephone and data charges up to the amount of CHF 3'000 until the SIM card is blocked.

10. What voluntary benefits do I receive as a customer through the device insurance?

If your device has been lost, you can report the loss to us and we will investigate whether your device was delivered to a lost property office and inform you immediately.

11. What does my insurance not cover?

The following events are **not** covered by your insurance:

- **Theft and loss of the insured device**
- **Damage that occurred before the insurance cover commenced;**
- **Damage to the housing or the external parts of the device, provided that its function is not impaired (e.g. scratches, dents, bends, glass cracks on the back or front without affecting usability);**
- **Material and manufacturing defects as well as technical faults which are not caused by sudden or unforeseeable external influences; these also include damage caused by natural wear and tear (e.g. reduced performance of batteries);**
- **Software damage (e.g. caused by viruses);**
- **Damage caused by repair, maintenance, repair or cleaning work;**
- **Damage caused by intentional or grossly negligent conduct (e.g. non-compliance with the manufacturer's instructions);**
- **Damages caused by a force majeure, such as natural disasters or war.**

Section 3: Obligations in the event of damage

12. How do I report a claim?

Claims are settled conclusively and exclusively by i-surance. In the event of an insured event, please report your claim within 5 days either online at insurance.digitec.ch or insurance.galaxus.ch or by telephone +41 798 26 33.

13. Do I have to pay an excess fee?

You must pay an excess fee for each claim, except in the event of abuse due to theft. In the event of a claim, the following excess fees apply depending on the device and the value category:

Value category	Excess fee
CHF 0 - 199	CHF 25.00
CHF 200 - 399	CHF 50.00
CHF 400 - 599	CHF 75.00
CHF 600 - 999	CHF 75.00
CHF 1'000 - 9'999	CHF 100.00
starting from CHF 10'000	CHF 200.00

We will inform you of how the excess fee is to be paid when you report the claim. Please note that you must send proof of payment of the excess fee by email to support@insurance.digitec.ch in order to ensure the claim is being processed quickly. Upon receipt of this proof, we will process your claim immediately.

14. What obligations do I have in the event of a claim?

In the event of a claim, you have the following obligations:

- To report the damage completely and truthfully immediately, within 5 days at the latest and to follow our instructions in the claims process.
- In the case of a mobile phone or tablet, unlock the insured and damaged device, i.e. remove the personal unlock code, remove user accounts (e.g. by using Google Account) and deactivate technical anti-theft functions (e.g. 'Find my iPhone').
- Submit additional documents at i-surance's request, such as proof of purchase or damage photos.
- If the damage can be claimed from third parties (e.g. other insurance companies), you must protect these claims and assign them to i-surance.
- In case of a claim settlement by replacement, you must hand over the damaged device to our service provider and thus transfer ownership to i-surance.

15. What are the consequences if I breach my obligations?

In the event of a breach of the aforementioned obligations, coverage may be refused or reduced, unless the breach can be regarded as a breach through no fault of your own according to the circumstances of the case. Therefore, the repair and replacement of damaged equipment may be refused.

Furthermore, in the event of non-fulfilment of the aforementioned obligations or parts thereof, we are entitled either to reimburse the damage incurred and charge the settlement costs incurred (e.g. by retention of the excess fee) or to charge you the entire settlement costs.

If you do not provide information or documents which appear necessary or useful for the clarification of the loss event despite being requested to do so, we may set you a deadline of at least 14 days, with loss of the insurance claim in the event of default.

16. What happens if I give incorrect information?

If an insured person gives incorrect statements, the insurer is released from their obligation to pay

benefits in the event of a claim. The insurance cover is cancelled without further ado, whereby a paid insurance premium is not refunded.

Section 4: General information

17. Who are the insurance partners of the device insurance?

The insurer is AXA Versicherungen AG, General-Guisan-Strasse 40, 8401 Winterthur, an insurer approved by FINMA. AXA Versicherungen AG is a subsidiary of the AXA-Group.

The insurance service provider is i-surance AG, Seefeldstrasse 283 A, 8008 Zurich, an insurance intermediary.

18. How can I make a complaint?

If, contrary to expectations, you have reason to complain, please contact i-surance either online at support@insurance.digitec.ch or by telephone on +41 798 26 33. i-surance will do its best to resolve your complaint or problem as quickly as possible to your satisfaction.

19. How will my data be treated?

Digitec Galaxus collects your personal data (e.g. contact details) during the purchase process and forwards them to i-surance for the attention of the Insurer. Your data includes identification and contact details and other information necessary for insurance coverage. Within the scope of the insurance business, the Insurer is responsible for data processing and i-surance acts as order processor. Without the processing of your personal data, it is not possible for you to obtain insurance cover or for us to carry it out. The Insurer and i-surance require your personal data for the purpose of processing the insurance contract (including claims processing, payment of benefits and debt collection). In addition, your data is processed for statistical surveys and data analysis. The latter serves to continuously improve products and services. Your data may be transmitted to third parties in and outside Switzerland (exclusively to other European countries), provided that the transmission serves the purposes mentioned or is necessary within the framework of order processing. The third parties may be service providers, other group companies, other insurers and reinsurers. These third parties may only process your personal data if their tasks require it. Your personal data will be stored electronically and physically in accordance with the law. You have the right at any time to obtain information about the processing of personal data or to make other requests (e.g. correction or deletion requests). Further details on data processing by the Insurer and contact details can be found on the Insurer's website: <https://www.axa.ch/en/information/data-protection.html>

Personal data is processed in accordance with the applicable laws - namely the Federal Law on Data Protection (FADP) - and, where necessary, on the basis of your consent. For customers in Liechtenstein, instead of the FADP the GDPR applies.

20. Can I revoke the device insurance?

You can cancel the device insurance within 30 days without giving any reason at Digitec Galaxus. The period begins with the receipt of the insurance policy including the GCI and the insurance information sheet.

In the event of an effective revocation, the insurance coverage ends retroactively and Digitec Galaxus will refund the insurance premium to you. Your right of cancellation expires if the contract has been completely fulfilled by both you and us at your express request (e.g. in the case of an insured and settled claim) before you have exercised your right of cancellation.

21. Under what conditions may these GCI be amended?

The insurer may unilaterally amend these GCI if the rights of the insured persons are not affected. If the rights of the insured person are impaired, i-surance will notify you of any planned changes and the effective date (date of change). You have a 60-day refusal period from the date of notification during which you can cancel your insurance contract before the intended change is to take effect. If you do not object to the proposed change within the rejection period, the change to the GCI or the insurance premium will take effect on the date of the change.

22. Jurisdiction and applicable law

The contract shall be governed by Swiss law, in particular the Swiss Federal Act on Insurance Contracts (VVG). The place of jurisdiction for disputes arising from this contract shall either be Zurich 1 or the location at which at the time of filing of action you have your permanent residence or habitual residence.

23. Sanctions

The obligation to perform the contract shall lapse insofar and as long as applicable statutory economic, trade or financial sanctions prevent performance under the contract.