# Salt Care Duo General Conditions of Insurance ("GCI")

GCI of the collective insurance contract between i-surance AG, Zurich ("i-surance"), AXA Versicherungen AG, Winterthur ("Insurer"), Salt Mobile SA, Renens ("Policyholder") and Salt's customers ("you")

# Section 1: Insurance cover

## 1. What can be insured?

You can insure mobile devices (mobile phones, tablets) by acceding the collective insurance contract which are purchased at Salt or any other Salt authorized retailer in Switzerland or Liechtenstein and which have been registered for Salt Care Duo within 6 months after new purchase. In case of signing-up within 6 months from new purchase, the device needs to be in mint condition verified at a Salt store.

The insured device is the one registered at the time of insurance subscription with the declared serial or IMEI number. If the serial or IMEI number is not known when signing-up for insurance (e.g. delivery of device at home), you will receive from us a notification with the request to register your device in order to benefit from insurance cover. If your device was exchanged under warranty after purchase, you are obliged to inform i-surance by e-mail (service@caresupport.ch) or phone (+41 44 200 23 92) about the new serial or IMEI number to continue your insurance cover.

### 2. Which risks are covered by Salt Care Duo?

With Salt Care Duo you are covered against:

- damage of your insured device due to a sudden or unforeseeable external event (such as drop, falling down, fire, contact with any type of liquids) such that it cannot be used properly;
- unauthorized use (calls, messages, downloads) of your SIM card following the theft of your insured mobile device.

### 3. How many claims are allowed?

The number of claims is limited to two (2) per period of twelve (12) consecutive months, independently of the type of claim (e.g. breakage, water damage). The 12 months start with the declaration of the respective claim.

### 4. When does your insurance cover start and how may it be cancelled?

Your insurance cover begins with the date of your enrolment to the collective insurance contract, for one initial month. It is afterwards renewed for successive periods of three months.

You benefit from a free-of-charge month when signing-up for insurance cover. During this first month, you can cancel the insurance cover with a one-week notice period to the end of the free-of-charge period. In this case, we will not charge you any insurance premium and your insurance cover will terminate with the last day of the free-of-charge period following enrolment. If an insured event occurs during the first free month and it is settled at your request, you lose the right of cancellation during that period and you will only be able to cancel for the first time at the end of the fourth month of the insurance.

After the initial free-of-charge month, you can cancel your insurance cover with a notice period of one month towards the end of each successive period of three months. In case of your cancellation, your insurance cover shall end at the last day of the respective three months period (e.g. if you cancel during the month following the free-of charge period, your insurance cover will terminate in the 4th month following enrolment to the collective insurance contract).

All cancellations must be requested in writing or by telephone to Salt Customer Service, with the exception of cancellation within the first (free) month for which the cancellation request must be registered at <u>https://caresupport.ch/#/salt\_cancellation</u>. The insurance cover ends automatically with the termination of your Salt mobile subscription contract.

### 5. What and how do I need to pay to benefit from insurance cover?

The insurance premium is billed with your monthly mobile bill, except for the first free-of-charge month when signing-up for insurance cover. If you have not fully paid for Salt Care Duo, you are not allowed to receive any benefits from your insurance cover.

### Section 2: Insurance benefits and exclusions

### 6. Who is eligible for insurance benefits?

The eligible person is the contract holder or authorized main user of the Salt mobile subscription who signed-up for insurance and who registered the device for insurance protection. In case of sale of the insured device, the insurance contract shall not be transferred to the new owner.

### 7. What are the insurance benefits of Salt Care Duo?

In case of an insured event we repair or replace your insured device:

- In case of claim adjustment through repair, we send you an e-mail with a prepaid postal label which you shall use to send your insured, damaged device to our repair partner who will immediately repair your device (express send-in repair). Alternatively, and depending on the device model and type of damage, we offer you the possibility to get a 1 hour or same day repair at one of our local repair partners (bring-in repair).
- In case of claim adjustment through replacement (if required), we send you a new device or
  a device in mint condition. Devices are considered as mint condition if they are externally
  like new and fully functioning. The replacement device is generally the same model as your
  insured device (the same colour cannot be guaranteed). If the same model is not available,
  we send you another device with similar specifications to the original device insured.

In case of fraudulent use of your SIM card following the theft of your insured device, we reimburse you the occurred costs for calls, messages and downloads up to an amount of CHF 3000.- per claim.

# 8. Which additional. voluntary services am I eligible to receive?

If your device gets lost, you can report the loss to us and we search through lost & found offices if your device has been found and inform you immediately.

### 9. What is not covered by my insurance?

Not covered are the following events:

- claims caused by events which had already occurred before enrolment to the insurance contract;
- damages (e.g. scratches, scrapes, abrasion) or deformations to the housing or external parts
  of the insured device unless its correct functioning is impaired (incl. cracks at the back side
  of the device or those on the front side without impact on usability);
- material, manufacturing or technical defects which are not caused by a sudden or unforeseeable external event;
- damages caused by natural abrasion (incl. decreasing power of battery) or wear and tear and by oxidation;
- software damages (e.g. caused by virus);
- · claims caused through gross-negligent or intentional act (e.g. non-adherence to the

operating instructions of the manufacturer);

- if you are unable to provide us with the insured damaged device (not applicable for theft);
  unattended theft, i.e. if your insured device was not within your sight and reach when the theft occurred;
- if the insured device was stolen from a car but the device was visible from outside the car;
- damages caused through repairing, maintenance and servicing or cleaning tasks;
- damages due to warlike or terrorist events and unrest of all types and the measures taken against these, as well as due to natural catastrophes or confiscation by authorities.

# Section 3: Obligations in case of a claim

# 10. How to notify a claim?

Claims are exclusively managed by i-surance. In case of an insured event, please notify the claim immediately online on www.caresupport.ch.

### 11. Do I need to pay a claim excess fee?

You need to pay a claim excess fee per insured event, except for fraudulent use. The amount of the excess fee is CHF 60.- per claim and device for devices up to CHF 1000.- retail price (excluding any promotions and subsidies) and CHF 120.- for devices above CHF 1000.- retail price (excluding any promotions and subsidies). Your excess fee will be collected conveniently with your next monthly Salt mobile bill.

# 12. What are my obligations in case of a claim?

You have the following obligations when notifying a claim:

- You shall report the claim within 5 days to us by providing the required information complete and true and by following the instructions provided in the claim process.
- The insured, damaged device needs to be unlocked, i.e. remove the personal lock code, to unlock user accounts (e.g. lock through Google account) and deactivate the technical theft protection functions (such as 'Find my iPhone' for Apple devices).
- Provide the required documents upon request, such as proof of purchase, picture of the damaged device or police report.
- If the insured person is eligible to benefits from a third party (e.g. another insurance company) for the same claim, you must secure your entitlement against the third party and assign your claim against the third party to i-surance.
- In case of a claim adjustment through replacement of your damaged device, you are obliged to hand over the damaged mobile device to our service provider and to transfer ownership to i-surance.
- In case of theft of your insured device you shall report the theft within 5 days to the police and bar your SIM card within 48 hours after discovery of the theft at Salt (by phone on 0800 700 700 or from abroad: +41 78 700 70 00 or online: <u>https://www.salt.ch/en/contact/form</u>).

### 13. What are the consequences of a violation of my obligations?

If you violate your obligations, we can refuse your claim or reduce your insurance benefits. A reduction shall not apply if you are considered not to be responsible for the violation.

In case of non-fulfilment of your obligations, we shall also be authorized to reverse the performed claim fulfilment and charge you the handling costs (e.g. by retaining your claim excess fee) or to charge you the full amount of the claim fulfilment costs.

### Section 4: General Information

### 14. Who is the insurance provider of Salt Care Duo?

Salt Care Duo is offered together with i-surance AG, Seefeldstrasse 283 A, 8008 Zurich. i-surance is the coverholder and a FINMA registered intermediary. Insurer is AXA Versicherungen AG, General-Guisan-Strasse 40, 8401 Winterthur, a FINMA-licensed insurance company. AXA Versicherungen AG is a subsidiary of the AXA-Group.

### 15. How to file a complaint?

If there is any occasion when our service does not meet your expectations, please contact i-surance, either by sending an e-mail to complaints@caresupport.ch or by calling our hotline on +41 44 200 23 92. i-surance will use their best endeavours to solve your complaint promptly to your satisfaction.

### 16. How is my personal data used?

Salt collects your personal data (e.g. contact details) during the purchase process and forwards them to isurance 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 and Salt act as order processors. 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, marketing 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 (DSG) - and, where necessary, on the basis of your consent. For customers in Liechtenstein, instead of the DSG the GDPR applies.

### 17. Can the GCI change?

We may change these GCI and the premium not more than once per year. If applicable, Salt will notify the intended changes to you and indicate the effective date of the change (date of change). You will be granted an objection period of 60 days to cancel your individual enrolment. If you do not object to the suggested change within the objection period, the change of the GCI or the premium will become effective as per date of change.

### 18. Applicable law and jurisdiction

This insurance contract and these GCI are governed by Swiss law, in particular the Swiss Insurance Contract Act. The competent court to determine any dispute under this collective insurance contract is Zurich 1.