

# GENERAL INSURANCE CONDITIONS

## Device Insurance

General Terms and Conditions of Insurance ("GCI") for the collective insurance contract between Great Lakes Insurance SE, Baar (the "Insurer" or "we") and Digitec Galaxus AG, Zurich (the "Policyholder") regarding the insurance of electronic devices sold by the Policyholder via the Digitec or Galaxus Online Shop or in a branch to customers (the "insured persons" or an "insured person" or "you"). Under the collective insurance contract, i-surance, Seefeldstrasse 283a, Zurich (the "Insurance Service Provider") performs insurance functions on behalf of the Insurer.

## Section 1: Insurance cover, insurance premium

### 1. What can be insured?

You can insure all electronic devices purchased from [www.digitec.ch](http://www.digitec.ch), or [www.galaxus.ch](http://www.galaxus.ch) as well as in-store by joining the group insurance contract.

Insurance cover is provided if you choose the Equipment Insurance option or submit a declaration of membership online at [www.digitec.ch](http://www.digitec.ch), [www.galaxus.ch](http://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 group 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 e-mail at [support@insurance.digitec.ch](mailto:support@insurance.digitec.ch) or by telephone: +41 44 798 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 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 unauthorised 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 group insurance contract. Each subscription to the group 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 you 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 purchaser of the device who has taken out the insurance and 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:
  - In the event of a repair, we will e-mail 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 within one hour or one day (on-site repair).
  - In the event of replacement or exchange (if necessary) of the insured device, we will send you a new or like-new replacement device. Equipment that looks as good as new and is fully functional is described as new. The replacement unit is usually the same model as the insured unit (the same colour 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 3000 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:

- 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) and software damage (e.g. caused by viruses);
- If the insured device is not in stock;
- 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](http://insurance.digitec.ch) or [insurance.galaxus.ch](http://insurance.galaxus.ch) or by telephone +41 44 798 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:

a) Mobile phone or tablet:

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 1000-1499	CHF 100.00
CHF 1500-2499	CHF 100.00

b) Other electronic devices:

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 1000-1499	CHF 100.00
CHF 1500-2499	CHF 100.00
CHF 2500-4999	CHF 100.00
CHF 5000-9999	CHF 100.00

### 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 within 5 days 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 above obligations, the benefits may be refused or reduced, unless the breach can be regarded as a breach through no fault of i-surance under the circumstances. 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.

**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?**

Equipment insurance is offered by i-surance AG, Seefeldstrasse 283a, Zurich. i-surance is an insurance intermediary registered with FINMA. The insurer is Great Lakes Insurance SE, Baar branch, Lindenstrasse 4, 6340 Baar, an insurer approved by FINMA. Great Lakes Insurance SE is a 100% subsidiary of Munich Re.

**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 44 798 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, mobile devices used) in the course of contract performance and forwards this data to i-surance for claims processing and statistical evaluations. The data includes identification and contact information as well as other information provided by insured persons as part of the insurance business. In the context of the insurance business, the insurer is the person responsible for data protection and the insurance service provider is the order processor. Within the framework of insurance business, the data may be passed on to third parties inside and outside Switzerland, in particular to service providers, other group companies and other insurers and reinsurers.

**20. 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 or if the insured persons agree to the amendment.

**21. 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 be Zurich 1.