

# Brief summary of Balance Protection Insurance.

You can find the General Conditions of Insurance at [www.swisscard.ch/agbavb](http://www.swisscard.ch/agbavb)

<b>Insurer</b>	Chubb Insurance (Switzerland) Ltd
<b>Monthly premiums</b>	0.5% of the outstanding insured balance
<b>Insured risks</b>	<ul style="list-style-type: none"> <li>• Temporary total disablement</li> <li>• Involuntary unemployment</li> <li>• Permanent total incapacity for work</li> <li>• Accidental death</li> </ul>
<b>Temporary total disablement</b>	• 10% of the insured balance every month, up to max. CHF 10,000.00
<b>Involuntary unemployment</b>	• 10% of the insured balance every month, up to max. CHF 10,000.00
<b>Permanent total incapacity for work</b>	• 100% of the insured balance paid, max. CHF 100,000.00
<b>Accidental death</b>	• 100% of the insured balance paid, max. CHF 200,000.00

## INFORMATION FOR PERSONS INSURED UNDER COLLECTIVE INSURANCE (INFORMATION ON THE INSURANCE POLICY)

### I. Customer information

The following information below is intended to provide information on the identity of the insurer and the material content of the insurance contract. The rights and duties of the insured person (principal cardholder) can be found in the declaration of accession, the General Conditions of Insurance of the Balance Protection Insurance for Swisscard AECS GmbH credit cards and the statutory provisions.

#### I.1 Information on the insurer and the contractual relationship

The Balance Protection Insurance in favour of the cardholder is based on a collective insurance contract which

- **Swisscard AECS GmbH** (card issuer)  
PO Box 227,  
8810 Horgen  
Switzerland;

has concluded with

- **Chubb Insurance (Switzerland) Ltd** (insurer)  
Bärengasse 32,  
8001 Zurich,  
Switzerland.

#### I.2 Basic conditions for inclusion in this insurance policy

**The insured person must:**

- have been working at least 16 hours a week for more than 6 months uninterrupted and on a full-time basis with one or more employers before inclusion in the insurance policy;
- be permanently fit for work and there must be no previously known termination upon the commencement of the insurance.

**The insured person must:**

- have his main place of residence in Switzerland;
- before the conclusion of the insurance policy have suffered neither from an illness nor the consequences of an accident for which they sought regular medical treatment during the last 12 months before the conclusion of the insurance policy
- receive the General Conditions of Insurance, understand the contents of the same and agree with them

#### I.3 Insured risks and scope of cover

The insurance benefit is for settling the outstanding credit card amount (if the conditions set out in the General Conditions of Insurance are met) in the event that the principal cardholder (insured person) is affected by the following risks: death by accident, incapacity for work, disablement and unemployment. The risk of unemployment, however, is only insured for principal cardholders who are not self-employed. The maximum insurance benefit for accidental death will be CHF 200,000, for incapacity for work CHF 100,000 and for disablement and unemployment CHF 10,000. This insurance cover is indemnity insurance. Benefits under indemnity insurance are intended to compensate a loss. The details can be found in the General Conditions of Insurance.

#### I.4 How much is the premium and how is it paid?

The monthly premium to be paid by the insured person (principal cardholder) for insurance cover is 0.5% (including all statutory duties) of the account balance on the principal card above (including any additional cards) set out in the monthly statement for the invoice date (interim balance). This amount will be charged directly to the credit card account of the principal cardholder and invoiced to him with the monthly statement.

#### I.5 Obligations and duties regarding conduct and consequences of breaching the same

**General provisions and insured persons**

- The obligations and duties regarding conduct listed in this contract and the consequences of breaching the same are not exhaustive; further ones arise under the Insurance Contract Act (VVG).
- The obligations and duties regarding conduct listed in this contract and in the VVG apply not only for the policyholder, but essentially also for the insured person, other beneficiaries and their representatives and successors. This applies to all obligations and duties regarding conduct, irrespective of how these are defined or whether all insured persons are listed individually.

**Duty of notification in an insured event**

- After the occurrence of an event the consequences of which could invoke the insurance, the insured person must inform Financial & Employee Benefits Services (febs) AG in writing or in any form that can be evidenced in writing without delay.
- If the insured person has culpably breached his duty of notification in an insured event, Chubb is authorised to reduce the indemnity by the amount by which it would have reduced in the event of timely disclosure.
- Chubb is not under any duty to provide benefit if the insured person has failed to provide notification without delay with the intention of preventing Chubb from the timely assessment of the circumstances surrounding the occurrence of the insured event.

**Duty to mitigate loss**

- The insured person must make every effort to mitigate the loss after the occurrence of the insured event. He must obtain and follow Chubb's instructions regarding the measures to be taken unless there is any imminent danger.
- If the insured person has culpably breached these duties, Chubb is authorised to reduce the indemnity by the amount by which it would have reduced had such obligations been fulfilled.

**Duty of disclosure**

- At Chubb's request, the insured person must provide all information about any facts known to him which are useful for establishing the circumstances under which the insured event occurred or for determining the consequences of the event. He must produce relevant documents such as e.g. medical certificates in the event of disablement or e.g. a copy of the contract of employment and notice of termination

from the employer in the event of unemployment and must release third parties from their duty of confidentiality in writing, and authorise them to provide any requested information.

- If the person subject to the obligation fails to issue or submit the information and evidence necessary for the assessment of the insurance claim within 30 days following a written request from Chubb including a threat of default consequences, the insurance claim will lapse.

#### **Other contractually agreed obligations and duties regarding conduct**

In the event of the breach of any other contractually agreed obligations and duties regarding conduct, the insurer's duty to provide benefit will lapse (any benefits received must be reimbursed). This legal consequence does not apply in accordance with Art. 45 VVG if:

- the breach is deemed not to be culpable according to the circumstances; or
- the person subject to the obligation proves that the breach has not affected the occurrence of the insured event and the extent of the benefit owed by the insurer - provided that they relate to an obligation or duty regarding conduct which could actually affect the occurrence of the insured event or the extent of the benefit owed by the insurer.

### **1.6 Term and termination of the insurance contract**

The insurance cover for the insured risks in accordance with the General Conditions of Insurance will become effective retroactively upon full payment of the first insurance premium invoiced to the principal cardholder for the insurance cover on the invoice date specified in the credit card statement. The insurance cover will only remain effective if and to the extent that the invoiced insurance premiums for the insurance cover are paid on time and there is a valid credit card relationship with the card issuer. Insurance cover ends automatically on 31 December of the calendar year in which the principal cardholder reaches the age of 64.

The principal cardholder may terminate his participation in the plan at any time by giving notice in writing or in any form that can be evidenced in writing to the card issuer. Termination is effective as of the invoice date stated on the first credit card statement on which no premium is charged for insurance cover. As a result, all of the charges listed in the credit card statement are no longer insured. The card issuer and the insurer also have the right to terminate the collective insurance contract at any time (if the contract is terminated, the cardholder will be notified accordingly).

### **1.7 Right of revocation and effects of revocation**

The insured person may revoke his inclusion in the collective insurance contract in writing or in any other form that can be evidenced in writing. The revocation period is 14 days and commences as soon as the insured person has confirmed his inclusion. The revocation period is met if the insured person gives notice of revocation to the card issuer or posts his notice of revocation by the last day of the revocation period. There is no right of revocation for any provisional cover and agreements with a term of less than one month.

The effect of revocation is that inclusion in the collective insurance contract will be void. The insured person must reimburse any benefits already provided. The insured person does not owe the card issuer any further payment. If it is equitable to do so, the insured person must reimburse the card issuer in part or in full for the costs of specific clarifications undertaken by the card issuer in good faith with regard to the inclusion in the contract.

### **1.8 Communications and notifications**

Communications and notifications (e.g. notifications of claim, changes of address etc.) must always be sent in writing or in any other form that can be evidenced in writing to:

Financial & Employee Benefits Services (febs) AG,  
PO Box 1763,  
CH 8401 Winterthur,

Telephone: 052 266 02 83,  
Fax: 052 266 02 01,  
E-Mail: [swisscard@febs.ch](mailto:swisscard@febs.ch)

### **1.9 Miscellaneous**

Information about the balance protection insurance can only be provided by the insurer and not by the card issuer.

### **1.10 Information about the processing of personal data**

Chubb is authorised to collect and process data which is necessary for the performance of the contract and the processing of claims. The insurer is also deemed to be authorised to collect relevant information from third parties and to have access to official files. The insurer

undertakes to treat the obtained information confidentially. Hard or electronic copies of the data are stored.

Where necessary, data will be forwarded to involved third parties, i.e. co-insurers, reinsurers and other involved insurers both in Switzerland and abroad. In addition, information may be passed on to other liable third parties and their liability insurers for the enforcement of claims for recourse. The insurer is entitled to inform third parties i.e. relevant authorities and official agencies, to whom the insurance cover has been confirmed about the suspension, amendment or end of the insurance policy. Consent for data processing may be revoked at any time.

Chubb processes data arising from the contract documents or from performing the contract. It receives the information necessary for performing the contract from the card issuer and / or directly from the insured person. Chubb particularly uses this information in order to calculate the premium, to evaluate risk, to process insured events and for statistical analysis. The data are stored in physical or electronic form. Personal information given in the context of this insurance policy and the data to be provided will be processed by the insurer or the third parties it has instructed for the sole purpose of the conclusion and administration of the insurance contract and processing insured events. The insured person may at any time request details about and the correction of information concerning him stored by the insurer, its authorised agents or any third parties it has instructed.

Chubb, the card issuer and third parties they have instructed who are domiciled in Switzerland or abroad (including doctors, official bodies and other insurers) provided that they are released from any duties of secrecy or confidentiality, are authorised to exchange, disclose or otherwise make available to each other all information relating to the insured person which is necessary for the conclusion and administration of the insurance policy (including processing insured events). To this extent, Swisscard AECS is particularly released from any duties of confidentiality and is entitled – for the aforementioned purposes – to disclose the fact that the contractual relationship exists between it and the insured person including necessary details.

Chubb may forward data to both national and foreign third parties involved with performing the contract for processing where this is necessary, particularly to co-insurers and reinsurers and to both national and foreign companies belonging to the Chubb group under the holding company Chubb Limited, which has its registered office in Zurich. Chubb may also collect any relevant information from the card issuer, public administrations and other third parties, in particular concerning the claims history. This applies irrespective of whether the insurance policy is concluded. The insured person has the right to request from Chubb the information prescribed by law regarding the processing of the data concerning him.

Further information on data processing (including the purposes, the data recipients, retention and the data subject's rights) can be found in Chubb's data processing policy. This can be accessed at <https://www.chubb.com/ch-en/footer/privacy-policy.html> or obtained from Chubb Insurance (Switzerland) Ltd, Data Protection Officer, Bärengasse 32, 8001 Zurich.

## General Conditions of Insurance - Chubb Insurance (Switzerland) Ltd (05.2023 edition)

This English translation may be used for information purposes only, the German wording prevails in case of litigation.

## 1. Conclusion of the insurance policy and parties involved

A collective insurance contract exists between Swisscard AECS GmbH (hereinafter referred to as the "card issuer") and Chubb Insurance (Switzerland) Ltd (hereinafter referred to as the "insurer"). This contract provides the following insurance cover. Any insurance claims consist exclusively of the insurer reimbursing the card issuer for any claims against the holder of a credit card (principal card), hereinafter the "cardholder". The cardholder is therefore not entitled to make any claim against the policyholder in an insured event.

## 2. The bases of the contract are:

- the credit card contract concluded between the cardholder and the card issuer;
- the signed declaration of accession to the balance protection insurance policy or other documents proving accession;
- these General Conditions of Insurance;
- Swiss law, particularly the provisions of the Swiss Federal Insurance Contract Act (VVG) dated 2 April 1908.

## 3. Temporal and regional validity of the insurance

The insurance policy will become effective retroactively upon full payment of the first insurance premium invoiced to the cardholder for the insurance cover on the invoice date specified in the credit card statement. All of the charges listed in the credit card statement are therefore insured. The insurance cover will only remain effective if there is a valid credit card relationship with the card issuer. Insurance cover ends automatically on 31 December of the calendar year in which the cardholder reaches the age of 64. The cardholder may terminate his participation in the plan at any time by giving notice in writing or in any form that can be evidenced in writing to the card issuer. Termination is effective as of the invoice date stated on the first credit card statement on which no premium is charged for insurance cover. As a result, all of the charges listed in the credit card statement are no longer insured. The card issuer and the insurer have the right to terminate the collective insurance contract at any time. In the event of termination, the cardholder will be informed accordingly.

Events are insured only if and for as long as insurance cover is effective. The insurance cover applies worldwide.

## 4. Insured events

Subject to the provisions set out in Articles 5 and 6 on the insured balance and the insured benefits, insurance cover exists for the following events:

### A. ACCIDENTAL DEATH

The death of the cardholder as a result of an accident, or his officially confirmed disappearance while the insurance cover is in effect.

### B. TEMPORARY TOTAL DISABLEMENT

Disablement is deemed to be the cardholder's temporary complete (100%) inability to work as the result of illness or an accident. It commences on the date determined as the starting date of the disablement by a doctor practising in Switzerland. In the event of incapacity for work occurring abroad, the insurer shall designate a local doctor to be consulted to determine the incapacity for work. The first 60 days from the commencement of this disablement are a waiting period (hereinafter referred to as the "waiting period") during which no insured benefits are paid.

It is a condition for insurance cover that the cardholder was either employed or self-employed up to the date on which the insured event occurred and that he has a medical certificate confirming that he is suffering from a temporary total disablement.

### C. PERMANENT TOTAL INCAPACITY FOR WORK (INVALIDITY)

Incapacity for work is deemed to be the cardholder's permanent complete (100%) inability to work or carry out any other occupation as the result of illness or an accident. It is a condition for this insurance cover that the cardholder was either employed or self-employed up to the date on which the insured event occurred and that he has a medical certificate confirming that he is permanently completely incapable for work. If an illness or an accident leads to a temporary disablement but no permanent disablement can be established, this is insured under Article 4 B.

### D. UNEMPLOYMENT

Unemployment on the part of the cardholder within the meaning of this insurance cover only exists if there is an entitlement to claim Swiss unemployment benefits. The first 60 days from the date upon which the cardholder becomes eligible to claim benefits under Swiss unemployment insurance after becoming unemployed are a waiting period during which no insured benefits are paid. The waiting period therefore does not commence until the date on which the cardholder becomes entitled to claim benefits under statutory unemployment insurance.

It is a condition for this cover that the cardholder must

- have been working at least 16 hours a week for more than 6 months before he became unemployed;
- actively be searching for employment; and
- be eligible to receive benefits under the Swiss unemployment insurance scheme.

## 5. Insured balance

The insured balance is the basis for calculating the insured benefits. This is:

- both for customers with an instalment facility and for customers without an instalment facility who have a credit card contract from the card issuer that has been in effect for fewer than 6 months at the time of the insured event; the outstanding credit card amount for all uses of the principal and additional cards covered by the insurance policy up to the day before the insured event including accrued interest and insurance premiums for the existing insurance benefit up to this date.

- for all other customers without an instalment facility: the average amount of the monthly statements issued in the last six months for the principal and additional cards covered by the insurance that you had to pay to the card issuer on the day before the insured event, including accrued interest and insurance premiums for the existing insurance benefit up to this date.

The customer can find out whether he has an instalment facility by consulting his most recent credit card statement or by asking the issuer's customer service department at any time.

The date of the insured event is deemed to be:

- for insurance cover A: the date of death;
- for insurance cover B and C: the first day specified in a medical certificate on which, according to the medical certificate, a temporary disablement or permanent total incapacity for work occurred;
- for insurance cover D: the day on which notice of termination of the contract of employment was received. However, insured benefits will only be provided if the cardholder is entitled to compensation from the Swiss unemployment insurance scheme. Insurance cover ceases to exist for using the credit card on or after the date of the insured event.

## 6. Benefit paid by the insurer

In the event of accidental death (insurance cover A) or permanent total incapacity for work (insurance cover C), the insurer will pay the insured balance (insurance cover A: up to a maximum of CHF 200,000.00; insurance cover C: up to a maximum of CHF 100,000.00) plus the premiums accrued for insurance cover and debit interest on the insured balance from the date of the insured event.

In the event of temporary total disablement or in the event of unemployment (insurance cover B and D), the insurer will, after the expiry of the 60-day waiting period, pay 10% of the balance for each full 30-day period up to a maximum of CHF 10,000.00 plus the premiums accrued for insurance cover and debit interest on the insured balance from the date of the insured event. This means a maximum of CHF 1,000.00 per 30-day period until reaching the stated total amount plus the premiums accrued for insurance cover and debit interest on the insured balance from the date of the insured event for as long as the cardholder is disabled or unemployed.

No further insured benefits will be paid if:

- the cardholder provides no further evidence proving continuing disablement or continuing unemployment, including the receipt of unemployment benefits;
- the cardholder returns to work (including part-time work);
- the cardholder retires or takes early retirement;
- the total of all compensation paid by the insurer reaches a maximum of CHF 200,000.00 under insurance cover A and CHF 100,000.00 under insurance cover C, plus the premiums accrued for insurance cover and debit interest on the insured balance from the date of the insured event, or the total reaches CHF 10,000.00 under insurance cover B and D, plus the premiums accrued for insurance cover and debit interest on the insured balance from the date of the insured event;
- the insured balance is paid in full; or
- the insurance ends for one of the reasons specified in Article 3.

In the event of repeated instances of temporary total disablement, the insurer will pay a maximum of 24 30-day instalments for all such cases together. After this, the insurer will provide no benefits in the event of temporary total disablement. The same applies to repeated instances of unemployment, whereby there is an additional rule that at least 6 months must have elapsed between the end of one period of insured unemployment and the beginning of any subsequent unemployment.

If several insured events occur together with the same cause (e.g. accidental death or permanent disablement following temporary disablement), the balance at the time of the first event remains the basis for the provision of insured benefits. In such cases, the insurer will pay the difference between the insured balance and the 30-day instalments which have already been paid.

## 7. Exclusions

### 7.1 Exclusions for insurance cover A, B and C

Insurance cover is excluded for the consequences of:

- illnesses or accidents for which the cardholder received medical treatment in the 12 months prior to the commencement of the insurance cover;
- active participation in warlike events, civil unrest, terrorist attacks, sabotage; or
- self-inflicted injuries.

### 7.2 Additional exclusion for insurance cover A only

Suicide during the first 2 years from the commencement of the insurance is excluded from cover.

### 7.3 Additional exclusion for insurance cover B only

Insurance cover is excluded for the consequences of:

- pregnancy, termination of pregnancy or resulting complications;
- alcohol or drug abuse.

### 7.4 Exclusions for insurance cover D

No insured benefits will be provided in the event of:

- unemployment due to a notice of termination being given to the cardholder by an employer prior to or during the first 60 days following the insurance contract coming into effect (qualifying period);
- unemployment due to a notice of termination being given by the cardholder;
- unemployment in relation to which the cardholder is not entitled to claim benefits under the Swiss unemployment insurance scheme (except in the event of accidents and illnesses occurring during the period of unemployment);
- the scheduled or early termination of fixed-term, seasonal or temporary contracts or the termination of employment contracts with temporary employment agencies;
- retirement;
- dismissals served between spouses or relatives in a direct ascending or descending line;

- loss of self-employment;
- dismissal due to a deliberate breach of professional obligations or participation in illegal strikes.

## 8. Insured event / obligations

### 8.1 Duty of notification in an insured event

All insured events must be reported as quickly as possible in writing or in any form that can be evidenced in writing to the service provider Financial & Employee Benefits Services (febs) AG, PO Box 1763, CH 8401 Winterthur, telephone: 052 266 02 83, fax: 052 266 02 01, email: swisscard@febs.ch.

In the event of temporary disablement or unemployment, notification must be sent immediately after the 60-day waiting period expires. The documents specified in Clause 8.3 (substantiating the insurance claim / duty of disclosure) must be submitted with the claim form.

If the insured person has culpably breached his duty of notification in an insured event, Chubb is authorised to reduce the indemnity by the amount by which it would have reduced in the event of timely disclosure.

Chubb is not under any duty to provide benefit if the insured person has failed to provide notification without delay with the intention of preventing Chubb from the timely assessment of the circumstances surrounding the occurrence of the insured event.

### 8.2 Duty to mitigate loss

The insured person must make every effort to mitigate the loss after the occurrence of the insured event. He must obtain and follow Chubb's instructions regarding the measures to be taken unless there is any imminent danger.

If the insured person has culpably breached these duties, Chubb is authorised to reduce the indemnity by the amount by which it would have reduced had such obligations been fulfilled.

### 8.3 Substantiating the insurance claim / duty of disclosure

At Chubb's request, the insured person must provide all information about any facts known to him which are useful for establishing the circumstances under which the insured event occurred or for determining the consequences of the event. He must provide the relevant documents requested by the insurer such as e.g. medical certificates in the event of disablement or e.g. a copy of the contract of employment and notice of termination from the employer in the event of unemployment and must release third parties (i.e. doctors who have treated him during an illness or following an accident) from their duty of confidentiality, and authorise them to provide any requested information insofar as this is necessary for the settlement of the claim.

No claim payment will be due until all documentation is complete and valid. The following documents must be sent together with the claim form:

#### A. In the event of DEATH:

- official death certificate
- description of the circumstances of the accident
- medical certificate stating the cause of death, and the onset and progression of the physical injury which resulted in death

#### B. In the event of TEMPORARY TOTAL DISABLEMENT:

Certificate from the doctor who ordered the cardholder to cease work stating the reason and the probable duration of the disablement

#### C. In the event of PERMANENT TOTAL INCAPACITY FOR WORK (INVALIDITY)

Medical certificate stating the cause and the full and final nature of the disablement

#### D. In the event of UNEMPLOYMENT:

- copy of the employment contract and the notice of termination given by the employer from which information regarding the date on which notice of termination was first given, the reason for termination and the date on which termination became effective can be seen.
- evidence of registration as a jobseeker with the relevant employment office
- evidence of the benefits received from unemployment insurance (from the first day)

The insurer reserves the right to request further documents or medical examinations (independent examining doctor) which are necessary for assessing the claim for benefit.

In the event of temporary total disablement or unemployment, the insurer must be presented with ongoing evidence of the continuing disablement or the continuing unemployment (including the receipt of unemployment insurance benefits) without having to request the same.

If the person subject to the obligation fails to issue or submit the information and evidence necessary for the assessment of the insurance claim within 30 days following a written request from Chubb including a threat of default consequences, the insurance claim will lapse.

### 8.4 Other contractually agreed obligations and duties regarding conduct

In the event of the breach of any contractually agreed obligations and duties regarding conduct, the insurer's duty to provide benefits will be reduced to the extent of the event caused by the breach (any benefits already received shall be refunded). This legal consequence does not apply if:

- the breach is deemed not to be culpable according to the circumstances; or
- the person subject to the obligation proves that the breach has not affected the occurrence of the insured event and the extent of the benefit owed by the insurer - provided that they relate to an obligation or duty regarding conduct which could actually affect the occurrence of the insured event or the extent of the benefit owed by the insurance company.

#### 8.5 The insurer's right of recourse

The policyholder or insured person must protect the insurer's rights of recourse and is liable to the insurer for any act that would reduce the latter's rights of recourse. He must provide the insurer with the information and evidence that would allow it to pursue its recourse claims within the meaning of Art. 95c VVG.

#### 8.6. List not exhaustive

The statutory obligations and duties of conduct apply not only to the policyholder but also, in principle, to the insured person as well as other beneficiaries, their representatives and legal successors.

The contractual and statutory obligations and duties regarding conduct apply not only for the policyholder, but essentially also for the insured persons, other beneficiaries and their representatives and successors. This applies to all obligations and duties regarding conduct, irrespective of how these are defined or whether all persons subject to obligations are listed individually.

#### 9. Payment of benefits

The insured benefits are paid exclusively to the card issuer and are only used to pay the insured balance. The insured person cannot claim any surpluses.

#### 10. Monthly premiums for insurance cover

The premiums for insurance cover to be paid by the cardholder are calculated by the card issuer and charged directly to the credit card account; they are billed to the cardholder on his credit card statement. The monthly premium for insurance cover is 0.5% (including all statutory duties) of the account balance on the principal card and any additional cards allocated to the principal card on the date on which monthly statements are prepared.

#### 11. Right of revocation and effects of revocation

The insured person may revoke his inclusion in the collective insurance contract in writing or in any other form that can be evidenced in writing. The revocation period is 14 days and commences as soon as the insured person has confirmed his inclusion. The revocation period is met if the insured person gives notice of revocation to the card issuer or posts his notice of revocation by the last day of the revocation period. There is no right of revocation for any provisional cover and agreements with a term of less than one month.

The effect of revocation is that inclusion in the collective insurance contract will be void. The insured person must reimburse any benefits already provided. The insured person does not owe the card issuer any further payment. If it is equitable to do so, the insured person must reimburse the card issuer in part or in full for the costs of specific clarifications undertaken by the card issuer in good faith with regard to the inclusion in the contract.

#### 12. Data protection and confidentiality

Chubb is authorised to collect and process data which is necessary for the performance of the contract and the processing of claims. The insurer is also deemed to be authorised to collect relevant

information from third parties and to have access to official files. The insurer undertakes to treat the obtained information confidentially. Hard or electronic copies of the data are stored.

Where necessary, data will be forwarded to involved third parties, i.e. co-insurers, reinsurers and other involved insurers both in Switzerland and abroad. In addition, information may be passed on to other liable third parties and their liability insurers for the enforcement of claims for recourse. The insurer is entitled to inform third parties i.e. relevant authorities and official agencies, to whom the insurance cover has been confirmed about the suspension, amendment or end of the insurance policy. Consent for data processing may be revoked at any time.

Chubb processes data arising from the contract documents and from performing the contract. It receives the information necessary for performing the contract from the card issuer and / or directly from the insured person. Chubb particularly uses this information in order to calculate the premium, to evaluate risk, to process insured events and for statistical analysis. The data are stored in physical or electronic form.

Personal information given in the context of this insurance policy and the data to be provided will be processed by the insurer or the third parties it has instructed for the sole purpose of the conclusion and administration of the insurance contract and processing insured events. The insured person may at any time request details about and the correction of information concerning him stored by the insurer, its authorised agents or any third parties it has instructed.

Chubb, the card issuer and third parties they have instructed who are domiciled in Switzerland or abroad (including doctors, official bodies and other insurers), provided that they are released from any duties of secrecy or confidentiality, are authorised to exchange, disclose or otherwise make available to each other all information relating to the insured person which is necessary for the conclusion and administration of the insurance policy (including handling insured events). To this extent, the card issuer is particularly released from any duties of confidentiality and is entitled – for the aforementioned purposes – to disclose the fact that the contractual relationship exists between it and the insured person including necessary details. Chubb may forward data to both national and foreign third parties involved with performing the contract for processing where this is necessary, particularly to co-insurers and reinsurers and to both national and foreign companies belonging to the Chubb group under the holding company Chubb Limited, which has its registered office in Zurich. Chubb may also collect any relevant information from the card issuer, public administrations and other third parties, in particular concerning the claims history. This applies irrespective of whether the insurance policy is concluded. The insured person has the right to request from Chubb the information prescribed by law regarding the processing of the data concerning him.

Further information on data processing (including the purposes, the data recipients, retention and the data subject's rights) can be found in Chubb's data processing policy. This can be accessed at <https://www.chubb.com/ch-en/footer/privacy-policy.html> or

obtained from Chubb Insurance (Switzerland) Ltd., Data Protection Officer, Bärengasse 32, 8001 Zurich.

#### 13. Jurisdiction

Legal disputes in connection with this insurance will be heard before either the ordinary courts at the place of residence of the cardholder or entitled claimants in Switzerland, or the ordinary courts at the insurer's head office.

This contract is exclusively subject to Swiss law.

#### 14. Complaints procedures

If the cardholder is unsatisfied with the services provided, he may contact Chubb Insurance (Switzerland) Ltd., Bärengasse 32, 8001 Zurich at any time. If he is still unsatisfied or if a satisfactory solution to the problem cannot be found, he has the option of taking his problem to the ombudsman. Ombudsman's offices for private insurance matters and the Swiss Accident Insurance Fund Suva:

German Switzerland  
In Gassen 14  
Postfach 2646  
8022 Zurich  
E-Mail: [help@versicherungsombudsman.ch](mailto:help@versicherungsombudsman.ch)

Western Switzerland  
Ch. des Trois-Rois 2  
Case postale 5843  
1002 Lausanne  
E-Mail: [help@ombudsman-assurance.ch](mailto:help@ombudsman-assurance.ch)

Ticino  
Via Giulio Pocobelli 8  
Casella postale  
6903 Lugano  
E-Mail: [help@ombudsman-assicurazione.ch](mailto:help@ombudsman-assicurazione.ch)

If a cardholder lodges a complaint, this does not affect his statutory rights.