

Cyber Protect Policy
Wording

CHUBB®

Sample Document

This document provides essential information about your insurer and your insurance policy.

1. Contracting party

The insurer is Chubb Insurance (Switzerland) Limited, hereinafter referred to as "Chubb". Chubb is a public limited company under Swiss law with its registered office at Bärengasse 32, 8001 Zurich.

The policyholder is XXX LLC with its registered office at XXX, hereinafter referred to as "XXX".

2. What are the basic requirements for an insured person to subscribe to Cyber Protect insurance?

The insured person must:

- be at least 18 years of age on the date of subscription
- have their main residence in Switzerland or in the Principality of Liechtenstein
- have been given access to the General Terms and Conditions of Insurance (AVB) and the Group Insurance Policy Information and understand and agree with the content thereof.

3. Who is insured?

An individual or their family members with a valid live contract with XXX who have subscribed to the XXX Cyber Protect insurance and are listed as insured in the declaration of subscription.

4. What is insured?

This insurance policy provides insurance protection to the insured against cyber-attacks on electronic devices, phishing attacks, identity theft and cyberbullying.

To the extent that Chubb assumes the legal costs of the insured person in the case of identity theft, it will help the insured person(s) by providing one or more contacts for qualified legal advisers. ***However, the insured person(s) has/have the right to appoint a legal adviser of their free choosing.***

For details on the scope and limits of insurance coverage, e.g., on insured end devices, legal cases, local validity and insurance amounts, please refer to the General Insurance Terms and Conditions (AVB).

5. What is the premium and how is it paid?

The monthly insurance premium paid by the insured for the insurance cover is set out in the declaration of subscription. This premium will be collected by XXX together with the monthly XXX invoice.

6. Obligations of conduct as well as consequences of violation

The following list contains only the most common undertakings and behaviour obligations and is not exhaustive. Other obligations and the consequences of violation are also detailed in the insurance terms and conditions and the VVG. The co-operation requirements and behaviour obligations set out in the insurance terms and conditions of insurance as well as the VVG apply not only to the policyholder but also to the insured person as well as to other beneficiaries and their representatives and successors. This applies to all undertakings and behaviour obligations, regardless of how these are named or whether all insured persons are listed individually.

Duty of disclosure in the event of a claim

After the occurrence of an insured event, the insured person shall immediately notify Chubb's claims service by telephone (in particular in the case of hacker damage and social engineering damage) and, at the request of the insurer, also in writing or in a form enabling proof by text to:

- Callpoint AG, Avenue de Tivoli 3, CH-1700 Fribourg
- E-Mail: service@chubbprotect.ch
- Hotline: +41 61 202 02 02

If the insured person culpably violates the duty of disclosure in the event of a claim, Chubb is entitled to reduce the compensation by the amount to which it would have been reduced in the event of timely notification. Chubb shall not be liable if the insured person fails to notify Chubb promptly, thus preventing Chubb from establishing the circumstances in which the feared event occurred.

Loss reduction obligation

The insured person must reduce the damage after the feared event occurs. Unless s/he is in imminent danger s/he must seek and comply with Chubb's instructions as regards the measures to be taken. If the insured person has violated these obligations, Chubb is entitled to reduce the compensation by the amount that would have applied if those obligations were complied with.

Duty to provide information

At Chubb's request, the insured person must provide information about such facts known to him or her or useful to determine the circumstances in which the feared event occurred or to determine the consequences of the event. If the information and supporting documents necessary to determine the insurance claim are not provided by the obliged party within 30 days upon written request by Chubb detailing the consequences of default, the insurance claim shall be forfeit.

Other contractually agreed obligations and behavioural obligations

In the event of a breach of other contractually agreed undertakings and obligations of conduct, Chubb shall be released of its obligation (and benefits already received must be reimbursed immediately). This legal consequence does not arise if:

- the breach is to be regarded as involuntary in the circumstances; or
- the obliged party proves that the breach has not affected the occurrence of the feared event or the extent of the benefit payable by Chubb - provided it is an undertaking or behavioural obligation which could affect the occurrence of the feared event or the extent of the benefit payable by the insurance company.

7. When does the insurance start and when does it end?

The insurance cover for XXX Cyber Protect begins on the date stated in the declaration of subscription.

The insured person is entitled to terminate the insurance policy at any time in writing or in a form that allows proof by text, subject to 30 days' notice before the next due date of the premium. The insurance policy may be terminated by both parties at any time for important reasons within the meaning of Section 35b VVG. The insurance coverage also ends automatically upon the occurrence of one of the following events:

- on the day of the death of the insured person
- if the insured person moves away from Switzerland or the Principality of Liechtenstein
- upon termination of the insurance policy between Chubb and XXX
- upon termination of the contractual relationship between the insured person and XXX

8. Right of withdrawal and effects of revocation

The insured person may withdraw from the insurance policy in writing or in any other form that allows proof by text sent to our service partner Callpoint. The withdrawal period is 14 days and commences as soon as the insured person has issued the declaration of subscription. The deadline is complied with if, on the last day of the withdrawal period, the insured person has informed our service partner Callpoint of his/her withdrawal or if his/her declaration of withdrawal is sent by post. There is no right of withdrawal for any preliminary coverage commitments and agreements with a term of less than one month.

9. How does Chubb handle your data?

Chubb processes data resulting from the contractual documents or from contract processing. It receives the information required for contract processing from XXX and/or directly from the insured person. Chubb uses this in particular to determine the premium, clarify risks, process insurance events and for statistical evaluations. The data shall be kept in physical or electronic form.

Chubb may forward data to third parties involved in processing the contract in Germany and abroad, as well as to German and foreign companies of the Chubb Group for processing to the extent necessary. Chubb may also obtain relevant information, in particular on claims history, from XXX, official bodies and other third parties. This applies regardless of whether the insurance is taken out. The insured person has the right by law to request information from Chubb regarding the processing of his or her data.

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

General Terms and Conditions of Insurance

for XXX Cyber Protect to cover the risks of hacker damage, social engineering, identity abuse and cyberbullying for XXX

General Terms and Conditions of Insurance (AVB) - Chubb Insurance (Switzerland) Limited.

For the sake of simplicity and comprehension, no distinction is made between male and female forms.

1. Conclusion of the insurance and involved parties

This is a group insurance policy between XXX LLC (hereinafter referred to as "XXX") and Chubb Insurance (Switzerland) Limited (hereinafter referred to as "Chubb"). This policy grants insurance cover to all insured persons who fulfil the conditions of subscription and who have taken out the insurance policy. Any insurance claims by the insured person(s) shall be exclusively directed against Chubb. In the case of an insured event, the insured person(s) shall not have any claim against XXX.

2. The contract is based on:

- a. the signed declaration of subscription to the insurance policy;
- b. these General Terms and Conditions of Insurance (AVB);
- c. Swiss law, in particular the provisions of the Federal Act on the Insurance Contract dated 2 April 1908 (VVG).

3. Key Definitions

3.1. Insured person(s)

- i. a person meeting all of the following conditions
 - at least 18 years of age on the date of subscription;
 - with his or her main residence in Switzerland or in the Principality of Liechtenstein;
 - has been given access to the General Terms and Conditions of Insurance (AVB) and the Group Insurance Policy Information, and understands and agrees with the content thereof;
 - in a valid and current contractual relationship with XXX and has submitted the declaration of subscription to the insurance policy for XXX Cyber Protect insurance.
- ii. Family members of the insured person, provided that the insured person has chosen the 'Family' insurance option when taking out the insurance.

3.2. Individual/family insurance

Upon subscribing to the insurance policy, the insured person can choose whether the insurance coverage only applies to the insured person him or herself or also to the family members of the insured person.

A partner living in the same household is deemed a member of the insured person's family, as well as dependent children living in the same household.

3.3. Start of insurance coverage

The insurance cover for XXX Cyber Protect begins on the date listed in the declaration of subscription. Chubb will pay out its benefits upon full payment of the first premium at the earliest.

3.4. End of insurance coverage

The insurance cover for XXX Cyber Protect ends upon termination at the end of the notice period (according to section 7.1). The insurance coverage also ends automatically upon the occurrence of one of the following events:

- on the day of the death of the insured person;
- if the insured person moves away from Switzerland or the Principality of Liechtenstein;
- upon termination of the insurance policy between Chubb and XXX;
- upon termination of the contractual relationship between the person insured under the group agreement and XXX.

4. Scope of insurance coverage

4.1. Benefits in the event of hacker damage

In the event that the insured electronic devices are hacked during a cyber-attack, Chubb will reimburse the costs, up to the amounts mentioned under 4.1.3, of restoring the electronic devices of the insured person(s) to their original condition. Chubb shall appoint a qualified technical service provider to do this.

If the electronic device of the insured person(s) cannot be repaired, Chubb will replace it up to the amounts mentioned in 4.1.3.

4.1.1 Definition of electronic devices

Electronic devices include personal devices and devices used exclusively for personal use that are connected to the internet, such as desktop computers, laptops, notebooks, tablets, mobile phones, smartphones and routers.

4.1.2 Excess

The excess is CHF 50.00 per claim and per device. The excess is charged to the insured person or deducted from an insurance pay out to the insured person where applicable.

4.1.3 Insurance amounts

The maximum insurance amount per year, less the excess, is

- CHF 1,000.00 for individual insurance
- CHF 1,500.00 for family insurance

The maximum amount insured per year is inclusive of the costs of technical service providers, if any, used by Chubb (in accordance with section 4.1).

4.1.4 Exclusions of benefits

Chubb does not pay compensation for:

- a. Financial or pecuniary loss when the electronic device(s) cannot be used after the cyber-attack or lost data cannot be restored or while the electronic device(s) is/are being repaired or other similar financial or pecuniary loss;
- b. Electronic devices used for business purposes;
- c. Accidental damage to hardware or software;
- d. Malicious damage to hardware or software not directly caused by a cyber-attack;

- e. Loss or gradual deterioration in the performance of electronic devices;
- f. Damage to electronic devices due to mechanical failure;
- g. Any change to the operating system (jailbreak);
- h. Loss of data hacked from an external hard drive, the cloud or an equivalent medium, storage or data backup;
- i. Any loss of data that has not been backed up, either
 - a. on an external hard disk which is independent of the affected device; or
 - b. in the cloud or an equivalent online storage or backup facility
- j. Digital content that cannot be restored.

4.2. Social engineering services

In the event that the insured person(s) is/are targeted by a social engineering attack and, as a direct consequence, funds were transferred from one of the private accounts of the group of insured persons to the account of third parties who were not entitled to receive the funds and where the bank does not pay compensation to the insured person(s) and where the insured person(s) has complied with the Bank's General Terms and Conditions, Chubb will pay compensation in the amounts referred to in clause 4.2.3.

4.2.1. Definition of social engineering

Social engineering is any form of phishing, malware phishing, spear phishing, smishing, vishing and pharming that is fraudulent and/or abusive in nature and seeks to obtain the data, personal information or login data of the insured person(s), about opening emails, text messages, websites etc.

4.2.2. Excess

The excess for each claim is CHF 50.00. The excess is charged to the insured person or deducted from the insurance pay out to the insured person where applicable.

4.2.3. Insurance amounts

The maximum insured per claim and per year, less the excess, is:

- CHF 1,250 per claim/ CHF 2,500 per year for individual insurance; and
- CHF 2,500 per claim/ CHF 5,000 per year for family insurance

4.2.4. Exclusions of benefits

Chubb does not pay compensation:

- a. for transfers from a business account;
- b. in the case of losses in connection with any advance payments or advance fees where the insured person(s) was/were promised a service or benefit or a higher sum of money in return.

4.3. Identity theft benefits

In the event that the insured person(s) is/are the victim(s) of identity theft, Chubb will reimburse legal costs and loss of income, within the limits of the insured amounts, to the extent necessary to recover the identity of the insured person(s) referred to in clause 4.3.3.

a. Definition of legal costs

Chubb will pay reasonable and necessary legal costs, up to the insurance amounts mentioned under clause 4.3.3 in order to:

- i. stop the abuse of identity identified;
- ii. restore the creditworthiness of the insured person(s);
- iii. defend claims due to identity theft brought against the insured person(s) by creditors or debt collection agencies or any other person acting on behalf of a creditor for non-payment of goods or services or credit default;
- iv. defend claims wrongly brought against the insured person(s) due to identity theft.

Chubb will assist the insured person(s) by providing him/her with one or more contacts for qualified legal advisers and information on the expected fee rates for legal costs once the claim has been notified. However, the insured person(s) has/have the right to appoint a legal adviser of their free choosing. In this case, the client-lawyer relationship arises only between the insured person(s) and the legal adviser (Chubb is not a party to this relationship and assumes no liability for the legal adviser's services).

b. **Definition of loss of income**

Chubb will pay compensation for personal loss of income, up to the insurance amounts referred to in clause 4.3.3, due to the necessary and reasonable period of absence from the place of work of the insured person(s) to deal with the identity theft. This includes the annual leave taken by the insured person, but not any sick days.

4.3.1 Definition of identity theft

Identity theft means misuse with fraudulent and malicious intent of the personal data or documents of an individual person by third parties, through techniques such as phishing, hacking, social engineering, etc.

4.3.2. Excess

The excess for each claim is CHF 50.00. The excess is charged to the insured person or deducted from the insurance pay out to the insured person where applicable.

4.3.3. Insurance amounts

a. **Legal costs**

The maximum insurance amount per year, less the excess, is

- CHF 50,000 for individual insurance; and
- CHF 100,000 for family insurance

The insured person(s) has/have no entitlement to any part of the maximum insurance amount not used for legal assistance.

Chubb will assume the necessary local fees of the legal adviser up to an hourly rate of CHF 350, up to the maximum insurance amount.

b. **Loss of income**

The maximum insured per claim and per year is

- CHF 2,500 per claim/ CHF 5,000 per year for individual insurance; and
- CHF 5,000 per claim/ CHF 10,000 per year for family insurance.

4.3.4. Exclusions of benefits

Chubb does not pay compensation for:

- a. Any financial or pecuniary loss resulting from identity theft, such as repayment of e-money, bank or building savings account or reimbursement of assets received in the name of the insured person(s);
- b. Losses incurred in connection with business activities or theft of commercial identity;
- c. Any loss or liability arising from the use of motor vehicles purchased, leased or hired due to fraudulent use, i.e. through identity theft, where civil, administrative or criminal proceedings have been taken against the insured person(s);
- d. Any loss or liability arising from the purchase/rental of real estate or real estate using the wrong identity if civil, administrative or criminal proceedings have been brought against the insured person;

- e. Any loss of income, any legal costs, other costs or expenses not approved in writing by Chubb in advance;
- f. Authorized account transactions or transactions contested or disputed by the insured person(s) based on the execution (or non-execution) of electronic transfers, transactions or other oral or written instructions or instructions;
- g. Unsubstantiated identity theft incidents for which the insured person(s) has not filed a police report.

4.4. Cyberbullying services

Where the insured person(s) is/are

- a. the victim of cyberbullying or privacy violation committed by means of electronic media and visible to third parties.

In the event that the claims service appointed by Chubb recognises cyberbullying or privacy violation as within the meaning of Art. 4.4.1, Chubb shall pay up to the insurance amounts mentioned in 4.4.3.a in compensation for necessary and reasonable costs and legal costs incurred to remove or suppress online content.

Chubb will pay the necessary and reasonable costs and legal costs, up to the insurance amounts referred to in clause 4.4.3.a, in order to stop cyberbullying or privacy breach, or to remove cyberbullying and/or online content infringing privacy.

Chubb will assist the insured person(s) by providing him/her with one or more contacts for qualified legal advisers and information on the expected fee rates for legal costs once the claim has been notified. However, the insured person(s) has/have the right to appoint a legal adviser of their free choosing. In this case, the client-lawyer relationship arises only between the insured person(s) and the legal adviser (Chubb is not a party to this relationship and assumes no liability for the legal adviser's services).

These benefits will be paid by Chubb if the legal adviser appointed by the insured person(s) – subject to Chubb's approval

- i. can demonstrate a justified and enforceable claim to cyberbullying or breach of privacy; and
 - ii. the chances that the cyberbullying or breach of privacy will stop and that all content that is offensive online will be removed are over 50%.
- b. The victim(s) of cyberbullying or breach of privacy can produce a certificate issued by a general practitioner or psychologist under medical supervision confirming that the insured person(s) has/have suffered severe psychological strain, to be regarded as an accident and not as an illness. In this case, Chubb will provide advice or assistance in relation to the insurance amounts mentioned under 4.4.3.b.

Chubb will assist the insured person(s) by providing one or more contacts for qualified psychologists and information on the expected rates for psychological assistance once the claim has been notified. However, the insured person(s) has/have the right to appoint a psychologist of their free choosing. In this case, the patient relationship arises only between the insured person(s) and the psychologist (Chubb is not a party to this contractual relationship and assumes no liability for the psychologist's services).

4.4.1. Definition of cyberbullying

Cyberbullying or violation of privacy is understood to involve insulting, threatening, exposing or harassing people using communication media such as smartphones, emails, websites, forums, chats and communities.

Cyberbullying or violation of privacy must be grossly offensive and publication must have taken place repeatedly (at least 5 times).

4.4.2. Excess

The excess for each claim is CHF 50.00. The excess is charged to the insured person or deducted from the insurance pay out to the insured person where applicable. There is no excess in the case of 4.4.b.

4.4.3. Insurance amounts

The maximum insurance amount per year, less any excess where applicable, is

- a. in the case of cyberbullying or violation of privacy
 - CHF 5,000 for individual insurance; and
 - CHF 15,000 for family insurance; and

The insured person(s) has/have no entitlement to any part of the maximum insurance amount not used to pay an adviser.

Chubb will assume the necessary local fees of the legal adviser up to an hourly rate of CHF 350, up to the maximum insurance amount.

- b. in the case of severe and attested psychological strain,
 - CHF 1,000 for individual insurance; and
 - CHF 2,000 for family insurance

The insured person(s) has/have no entitlement to any part of the maximum insurance amount not used to pay a psychologist.

4.4.4. Exclusions of benefits

Chubb does not pay compensation:

- a. for any legal costs, other costs or expenses not approved in writing by Chubb in advance;
- b. if the person or group of persons bullying you includes relatives and/ or family members;
- c. for legal assistance in seeking compensation for cyberbullying suffered;
- d. for financial losses arising from the fact that the insured person(s) cannot perform their daily duties, such as going to work or pursuing other personal interests;
- e. if the information has already been made publicly available by the insured person(s) prior to the occurrence of the insured event or is publicly known;
- f. for personal injury related to political or religious activity on the part of the insured person(s).

4.5. Cyber Risk Portal

During the term of the insurance, the insured person(s) will have access to cyber security software that provides you with a "Personal Cyber Security Score" and reports that will help you stay secure online. The software evaluates over 70 risk factors to determine your cybersecurity ranking, to enable you to understand your digital footprint and how your information, money or privacy could be compromised.

Depending on the type of cover you have chosen (individual or family coverage), you will receive:

- i. Individual coverage:
 - a. Monitoring of up to 2 personal email addresses
 - b. Protection against device weak points for 3 electronic devices
 - c. Protection from router weak points
 - d. Training and alerts in relation to fraud prevention
- ii. Family protection:
 - a. Monitoring of up to 10 personal email addresses belonging to you
 - b. Protection against device weak points for 10 electronic devices
 - c. Protection from router weak points
 - d. Training and alerts in relation to fraud prevention

4.6. Cyber Support Helpline

The insured person(s) has/have access to a Cyber Support Line 0800 894 453 to help:

- a. improve the security of your electronic devices;
- b. stop viruses infecting your electronic devices;
- c. identify when your personal data has been stolen so that you can take appropriate measures.

4.7. General benefit exclusions (applicable for all coverage areas):

Chubb is not liable for:

- a. Events occurring before the start of the insurance term;
- b. Events occurring after the end of the insurance term;
- c. Damage caused by force majeure (including floods, earthquakes, storms or other natural disasters), epidemics and pandemics, war, war-like or civil war-like events, riots, revolution, uprising, insurrection, terrorism of any kind, military or other seizure of power, nationalisation, expropriation or destruction by any government or other governmental order;
- d. Damage resulting from incidents involving atomic, biological or chemical substances;
- e. Damage caused by mass-cyber-attacks, i.e. caused by the coordinated efforts of a national or international actor and relating to members of a class or group. Such actions may be coordinated malware – attacks, theft, misuse and/or hacking of data and/or databases and/or other forms of storage under the control of financial institutions, merchants or payment system providers for which they are responsible and/or liable.
- f. This insurance does not apply if and to the extent that trade or economic sanctions or other laws and regulations prohibit the provision of insurance coverage; this also applies but is not limited to claim payments. All other terms and conditions of the insurance policy remain unchanged.

5. Payment of premiums

The premium fee is a monthly premium. It is collected along with the monthly XXX bill.

6. Loss/obligations

6.1. Duty of disclosure in the event of claim

In the event of a claim, the insured person(s) must inform Chubb's claims service immediately by telephone (in particular in case of hacker damage and social engineering damage), and, at the request of the insurer, in writing or in any other form that allows proof by text.

Callpoint AG, Avenue de Tivoli 3, CH-1700 Fribourg

E-Mail: service@chubbprotect.ch

Hotline: +41 61 202 02 02

The insured person(s) will provide Chubb and its authorised third party, any and all information documents required to examine the claim. If necessary, Chubb or the authorised third party will also send the insured person a claim form (at the discretion of the insurer) to check the entitlement to benefits. This must be submitted as quickly as possible by the insured person along with the documents required to assess the claim.

The requirement to pay the monthly premium to Chubb remains in place while entitlement to benefits is being examined.

If the insured person(s) culpably violates their duty of disclosure in the event of a claim, Chubb is entitled to reduce the compensation by the amount by which it would have been reduced in the event of timely notification.

Chubb shall not be liable if the insured person(s) fail/s to notify Chubb promptly, thus preventing Chubb from establishing the circumstances in which the feared event occurred.

6.2. Loss reduction obligation

The insured person(s) must reduce the damage after the feared event occurs. Unless s/he is in imminent danger, s/he must seek and comply with the insurer's instructions as regards the measures to be taken.

If the insured person(s) has non-culpably violated these obligations, Chubb is entitled to reduce the compensation by the amount that would have applied if those obligations were complied with.

6.3. Substantiation of the insurance claim/ obligation to provide information

The insured person(s) must, at Chubb's request, provide any information about such facts known to him/her or which are useful to determine the circumstances in which the feared event occurred or to determine the consequences of the event.

A claim will only be settled if all documents are complete and valid.

The following documents must be submitted together with the signed and completed claims form, insofar as Chubb so requires:

- i. Hacker damage
- ii. Social engineering
- iii. Identity theft
- iv. Cyberbullying

Chubb reserves the right, at its own expense, to request further documents or medical examinations as necessary to assess entitlement to benefits.

If the information and supporting documents necessary to determine the insurance claim are not provided by the obliged party within 30 days upon written request by Chubb and detailing the consequences of default, the insurance claim shall be forfeit.

6.4. Other contractually agreed obligations and behavioural obligations

In the event of a breach of other contractually agreed undertakings and obligations of conduct, Chubb shall be released of its obligation (and benefits already received must be reimbursed immediately).

This legal consequence does not arise insofar as:

- the breach is to be regarded as involuntary in the circumstances; or
- the obliged party proves that the breach has not affected the occurrence of the feared event or the extent of the benefit payable by Chubb – provided it is an undertaking or behavioural obligation which could affect the occurrence of the feared event or the extent of the benefit payable by the insurance company.

6.5. Insurer's right of recourse

The insured person(s) shall uphold Chubb's right of recourse and shall be responsible for any action that curtails and/or restricts its right of recourse. S/he shall provide Chubb with the information and evidence allowing it to pursue its right of recourse within the meaning of Section 95c VVG.

6.6. Non-exhaustive listing

The undertakings and behaviour obligations set out in these General Terms and Conditions of Insurance as well as the consequences of violation are not exhaustive, see the VVG for further details. These apply not only to the insured person(s) but also to other beneficiaries and their representatives and successors. This applies to all undertakings and behaviour obligations, irrespective of how these are named or whether all obliged persons are listed individually.

7. Termination and consequences thereof

Right of termination

The insured person who is responsible for paying the premium is entitled to terminate the insurance policy at any time in writing or in a form enabling proof by text, subject to 30 days' notice before the next due date. The insurance policy may be terminated at any time for important reasons within the meaning of Section Art. 35b VVG.

8. Further provisions

8.1. Data Protection and Confidentiality

Chubb processes data resulting from the contractual documents or from contract processing. It receives the information required for contract processing from XXX and/ or directly from the insured person(s). Chubb uses this in particular to determine the premium, clarify risks, process insurance events and for statistical evaluations. The data shall be kept in physical or electronic form.

Personal information provided or to be provided under this insurance will be processed by Chubb or by third parties appointed by it for the sole purpose of concluding and managing the insurance policy and for handling claims. The insured person(s) may at any time request communication and correction of information concerning him/her which is stored by Chubb, its authorised representative or third parties.

Chubb, XXX as well as third parties commissioned by them domiciled in Switzerland or abroad (including doctors, official bodies and other insurers) are entitled to disclose, forward or otherwise make available between themselves any and all information concerning the insured person as necessary for the conclusion and management of the insurance policy (including the handling of claims).

In particular, XXX is released from any obligations of secrecy to this extent and is entitled to disclose the contractual relationship including necessary details between itself and the insured person(s) for the aforementioned purposes.

To the extent necessary, Chubb may forward data to third parties involved in processing the contract domestically and abroad, in particular co-insurers and reinsurers, as well as to Chubb Group companies for processing. Chubb may also obtain relevant information, in particular on claims history, from XXX, official bodies and other third parties. This applies regardless of whether the insurance is taken out. The insured person(s) has/have the right by law to request information regarding the processing of his or her data.

Further information on data processing (including the purposes, data recipients, storage and rights of data subjects) can be found in Chubb's privacy policy. This can be accessed at <http://www.chubb.com/ch-de/footer/privacy-policy.html> or obtained from Chubb Insurance (Switzerland) Limited, Data Protection Officer, Bäregasse 32, 8001 Zurich.

The insured person(s) is/are obliged to release their lawyer/psychologist from their professional secrecy obligations with regard to Chubb. They will authorise him/her to report to Chubb on the development of the case and to provide Chubb with all important documents.

8.2. Place of jurisdiction and applicable law

The place of jurisdiction for disputes arising from this policy shall be either:

- Zurich as head office of the policyholder and the insurer
- The beneficiary's residence or registered office in Switzerland or Liechtenstein – but not abroad.

This policy is exclusively governed by Swiss law.

8.3. Announcements and notices

Announcements and notices shall always be sent in writing or in any other form which permits proof by text to:

Callpoint AG, Avenue de Tivoli 3, CH-1700 Fribourg

E-Mail: service@chubbprotect.ch

Hotline: +41 61 202 02 02

8.4. Appeal proceedings

Should the insured person(s) be dissatisfied with the benefits provided, they can contact Chubb Insurance (Switzerland) Limited, Bäretgasse 32, 8001 Zurich at any time.

Sample Document

Chubb. Insured.SM

Chubb Insurance (Switzerland) Ltd, Bären­gasse 32, 8001 Zurich, +41 43 456 76 00, info@chubb.com, chubb.com/ch-en, Commercial Register of the Canton of Zurich, Company number: CHE-114.502.001, Competent supervisory authority: Swiss Financial Market Supervisory Authority FINMA, Laupenstrasse 27, CH - 3003 Bern