

# Application for Balance Protection Insurance.

(Declaration of accession to the voluntary insurance in the event of accidental death, disability, invalidity or unemployment)

Concerns the following credit card (principal card) issued in my name as the principal cardholder by Swisscard AECS GmbH (card issuer), including any additional cards which are associated with the principal card and billed through it:

<b>Principal card number</b>	<input style="width: 100%; height: 20px;" type="text"/>
<b>Card product</b>	<input style="width: 100%; height: 20px;" type="text"/>
<b>Details on the principal cardholder</b>	
<b>First name</b>	<input style="width: 100%; height: 20px;" type="text"/>
<b>Last name</b>	<input style="width: 100%; height: 20px;" type="text"/>
<b>Street/no.</b>	<input style="width: 100%; height: 20px;" type="text"/>
<b>Zip code/city</b>	<input style="width: 100%; height: 20px;" type="text"/>
<b>Home phone</b>	<input style="width: 100%; height: 20px;" type="text"/>
<b>Mobile phone</b>	<input style="width: 100%; height: 20px;" type="text"/>
<b>E-mail</b>	<input style="width: 100%; height: 20px;" type="text"/>
<b>Date of birth</b>	<input style="width: 100%; height: 20px;" type="text"/>
<b>Gainfully employed?</b>	<input type="checkbox"/> <b>Mr.</b> <input type="checkbox"/> <b>Ms.</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>

## CONFIRMATION

By signing this application, I confirm the following:

- ✓ I have read carefully and understood a copy of the «General Terms and Conditions of Insurance (GCI) of the Balance Protection Insurance for Credit Cards of Swisscard AECS GmbH» and a copy of the «Customer information according to Article 3 of the Swiss Federal Act on Insurance Contracts (ICA)» and accept them without reservation.
- ✓ I have my main residence in Switzerland or in Liechtenstein.
- ✓ I am at least 18 and under 64.
- ✓ Over the past 12 months, I have not taken more than 15 working days (as defined in the contract of employment or internal company regulations or according to local custom) off work on the advice of a physician or owing

to the treatment of illness and/or accident; furthermore, I have not spent more than 10 consecutive days in hospital.

- ✓ I am not scheduled to stay in hospital.
- ✓ At the present time, I am neither wholly nor partially medically incapable of working due to an illness or an accident nor am I undergoing a program of rehabilitation following an accident nor am I scheduled to have surgery that requires inpatient treatment; I am not drawing any disability pension.
- ✓ I confirm that I have been working at least 16 hours per week for more than 6 months and that my present employment relationship is permanent. I further confirm that no notice of the termination of this employment relationship has been given by either party.

## FURTHER DECLARATIONS AND NOTES

I declare that I have understood that Chubb Insurance (Switzerland) Ltd. as an insurance company is entitled to deny any insurance benefits in case of false statements (Article 6 LCI) and fraudulent reasons given for the insurance claim (Article 40 LCI) according to the legal provisions.

I herewith authorize the card issuer, the insurance company, the service provider, any third party engaged by the above persons and any third parties engaged in other ways, domiciled in Switzerland or abroad (including, but not limited to, physicians, official authorities and other insurance companies), granting them release from any duty of secrecy, to exchange, forward or otherwise disclose any information necessary for concluding Balance Protection Insurance (including, but not limited to the handling of claims) that concern me. This shall include, but not be limited to, releasing the card issuer from any confidentiality obligations in this context and authorize the card issuer – for the above purposes – to disclose the existence of a relevant credit card relationship between

the card issuer and me. This authorization shall survive my death, any loss of my capability to act and my bankruptcy. Insurance can be taken out as an ancillary service to the card. The card issuer shall broker accession to the collective insurance agreement between the card issuer and insurance company, which is only available to principal cardholders. In addition, it shall carry out any administrative work associated with processing the insurance (e.g. managing contracts, collecting premiums, handling damages, and statistics). The card issuer shall be compensated by the insurance company for any personnel and technical (e.g. IT infrastructure) expenses and any other expenditure related to brokering and administrating the insurance. The compensation shall correspond to the usual market remuneration for the provided services. I acknowledge the card issuer's right to this remuneration paid by the insurance company.

## DECLARATION OF ACCESSION

By signing this application, I am applying for Balance Protection Insurance in accordance with the GCI on the reverse side.

Place, date

Signature of the principal cardholder



# GENERAL TERMS AND CONDITIONS OF INSURANCE OF BALANCE PROTECTION INSURANCE FOR CREDIT CARDS OF SWISSCARD AECS GMBH

General Terms and Conditions of Insurance (GCI) – Chubb Insurance (Switzerland) Ltd.

(Edition 01/2017)

## 1. Conclusion of Insurance and Parties Concerned

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 grants the following insurance coverage. Any insurance claims consist exclusively of the insurer's paying the card issuer the accounts receivable that the latter is owed by the holder of a credit card (principal card), hereinafter referred to as the "cardholder". Consequently, in the event of an insurance claim the cardholder is not entitled to make any claim against the policyholder.

## 2. The Constituent Parts of the Contract

- The credit card agreement concluded between the cardholder and the card issuer;
- The signed declaration of accession to Balance Protection Insurance or other documents proving accession;
- The present General Terms and Conditions of Insurance (GCI)
- Swiss law, specifically the provisions of the Swiss Federal Act on Insurance Contracts (ICA) of April 2, 1908.

## 3. Duration and Geographical Scope of Insurance Coverage

Insurance coverage becomes effective once the first premium for insurance coverage invoiced to the cardholder has been paid in full. The start of coverage is backdated to the invoice date given on the credit card statement and thus covers all of the debits listed on that statement.

Insurance coverage remains effective only if and insofar as the premiums for insurance coverage that are invoiced are paid by the set deadlines and for as long as a valid credit card relationship exists with the card issuer and the credit card has not been blocked.

Insurance coverage ends automatically on December 31 of the calendar year in which the cardholder reaches the age of 64. The cardholder can terminate his/her participation in the plan at any time by giving notice in writing to the card issuer. Coverage is terminated from the invoice date given on the first credit card statement on which no premium for insurance coverage debit appears. Consequently, none of the debits listed on this credit card statement is insured.

The card issuer and the insurer have the right to terminate the collective insurance contract at any time. Should the contract be terminated, the cardholder will be notified accordingly. The termination becomes effective from the invoice date given on the first credit card statement on which no premium for insurance coverage debit appears. Consequently, none of the debits listed on this credit card statement is insured.

Events are insured only if and for as long as insurance coverage is effective. The insurance coverage is valid worldwide.

## 4. Insured Events

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

### A. ACCIDENTAL DEATH

The death of the cardholder as a result of accident, or his/her official confirmed disappearance while insurance coverage is in effect.

### B. TEMPORARY TOTAL DISABILITY

Temporary total disability is deemed to be the cardholder's complete (100%) disability as the result of illness or accident to practice his/her profession for a temporary period. This disability begins on the date that is determined as the starting date by a physician practicing in Switzerland or recognized by the Swiss embassy. The first 60 days of this disability are regarded as a waiting period (hereinafter referred to as the «excess period») during which no insurance benefits are paid.

Insurance coverage is conditional upon the cardholder having worked either as an employee or as self-employed up to the date on which the insured event occurred, and on the obtaining of a medical certificate stating that he/she is temporarily totally disabled.

### C. PERMANENT TOTAL DISABILITY (INVALIDITY)

Permanent total disability is deemed to be the cardholder's complete (100%) disability as a result of illness or accident to practice a profession or take alternative gainful employment in the long term. This insurance coverage is conditional upon the cardholder having worked either as an employee or as self-employed up to the date on which the insured event occurred, and on the obtaining of a medical certificate stating that he/she is permanently totally disabled. If an illness or accident leads to a temporary disability, but no permanent disability can be established, the case is insured under Article 4 B.

### D. UNEMPLOYMENT

Unemployment on the part of the cardholder under the terms of this insurance coverage is deemed to exist only if the cardholder is entitled 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 he/she has become unemployed are regarded as a waiting period during which no insurance benefits are paid. The excess period there-fore does not start until the day on which the cardholder becomes entitled to claim benefits under statutory unemployment insurance.

In order to claim this coverage, the cardholder must

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

## 5. Insured Balance

The insured balance is the basis for calculating insurance benefits. It is a) for customers with installment facility as well as customers without installment facility with a credit card contract from the card issuer that has been in effect for fewer than 6 months at the time of the damage case:

the outstanding credit card amount, for all uses of the principal and additional cards recorded up to the day before the insured event, including interest accrued up to this date and customer contributions for the existing insurance payment.

b) for all other customers without installment 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 interest accrued up to this date and customer contributions for the existing insurance payment.

The customer can find out from his current credit card statement or enquire at any time from the issuer's customer service department whether he has installment facility.

The date of the insured event is regarded as:

- in the case of insurance coverage A: the day of death;

- in the case of insurance coverage B and C: the first day, as stated in a medical certificate, on which in accordance with this medical certificate the temporary or permanent total disability first occurred;
- in the case of insurance coverage D: the day on which notice was received. However, insurance benefits will be paid out only if the cardholder is entitled to compensation from the Swiss unemployment insurance scheme. Insurance coverage ceases to exist for transactions made using the credit card on or after the date of the insured event.

## 6. Benefits Paid by the Insurer

In the event of death caused by accident (insurance coverage A) or permanent total disability (insurance coverage C), the insurer will pay the insured balance (insurance coverage A: up to a maximum of CHF 200,000; insurance coverage C: up to a maximum of CHF 100,000), plus the premiums accrued for insurance coverage and debit interest on the insured balance from the date of the insured event.

In the event of temporary total disability or in the case of unemployment (insurance coverage B and D), the insurer will, once the excess period of 60 days has expired, pay 10% of the balance for each full 30-day period, plus the premiums accrued for insurance coverage and debit interest on the insured balance from the date of the insured event, up to a maximum of CHF 10,000. This corresponds to a maximum of CHF 1,000 per 30-day period until the aforementioned total is reached, plus the premiums accrued for insurance coverage and debit interest on the insured balance from the date of the insured event, for as long as the cardholder is disabled or is unemployed.

No further insurance benefits will be paid if

- the cardholder can provide no further evidence of continuing disability 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 under insurance coverage A reaches a maximum of CHF 200,000 and of CHF 100,000 under insurance coverage C, plus the premiums accrued for insurance coverage and debit interest on the insured balance from the date of the insured event; in the case of insurance coverage B and D the total amounts to CHF 10,000, plus the premiums accrued for insurance coverage 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 stated in Article 3.

In the case of repeated instances of temporary total disability, the insurer will pay a total maximum of 24 30-day installments for all such cases together. Once these 24 installments have been paid, the insurer will provide no further benefits in the event of temporary total disability. The same rules apply to repeated instances of unemployment. Here, the additional rule applies that at least 6 months must have elapsed between the end of one period of insured unemployment and the beginning of any subsequent period.

Should several insured events occur together, with the same cause (e.g. death caused by accident or permanent disability following temporary disability), the balance at the time of the first event remains the basis on which insurance benefits are paid. In such cases, the insurer will pay the difference between the insured balance and the 30-day installments which have already been paid.

## 7. Exclusions

7.1 Exclusions from insurance coverage A, B and C:

Not covered by the insurance are the consequences of:

- illnesses or accidents for which the cardholder received medical treatment in the 12 months prior to the start of insurance coverage;
- active participation in wars or similar conflicts, civil unrest, terrorist attacks, sabotage or alternatives; or
- self-inflicted injuries.

7.2 Additional exclusion from insurance coverage A only:

The insurance does not cover suicide in the first two years from the date on which insurance coverage begins.

7.3 Additional exclusion from insurance coverage B only:

- Not covered by the insurance are the consequences of:
- pregnancy, pregnancy termination or the resulting complications;
  - alcohol or drug abuse.

7.4 Exclusions from insurance coverage D:

No insurance benefits are paid in the following instances:

- unemployment resulting from notice of termination given by an employer to the cardholder prior to or during the first 60 days after the insurance contract comes into effect (excess period);
- unemployment resulting from notice of termination given by the cardholder;
- unemployment for which the cardholder is not entitled to claim benefits under Swiss unemployment insurance (except in the case of accidents and illnesses occurring during the period of unemployment);
- the scheduled or early end of fixed-term, seasonal or temporary contracts or the termination of employment contracts with agencies supplying temporary staff;
- retirement;
- dismissals served by or to a husband, wife, parent or child;
- loss of work where the cardholder is self-employed;
- dismissal owing to a deliberate breach of professional obligations or participation in an illegal labor strike.

## 8. Claims Procedure

8.1 Duty to report and medical examinations

Each claim must be reported as quickly as possible in writing to the service provider Financial & Employee Benefits Services (febs AG, Postfach 1763, 8401 Winterthur, phone: 052.266.02.83, fax: 052.266.02.01, email: swisscard@febs.ch. In the event of temporary disability or unemployment, notification must be sent immediately after the 60-day waiting period expires. The following documents must be submitted with the claim form:

- In the case of DEATH:
  - the official death certificate;
  - description of the circumstances of the accident
  - a medical certificate stating the cause of death, and the beginning and the progression of the physical injury which resulted in death

B. In the case of TEMPORARY TOTAL DISABILITY:

A certificate from the physician who ordered the cardholder to cease work, stating the reason and the probable duration

C. In the case of PERMANENT TOTAL DISABILITY (INVALIDITY):

A medical certificate stating the cause and the full and final nature of the disability

D. In the case of UNEMPLOYMENT:

- a copy of the employment contract and the letter from the employer giving notice of termination, the latter providing information on the date notice of termination was first given, the reason for it and the date on which it became effective
- evidence of registration as a job-seeker with the relevant employment office
- evidence of the benefits received from unemployment insurance (from the first day)

A claim can be handled only if all documents are complete and valid. The insurer is itself entitled to obtain supplementary information.

## 8.2 Ongoing duty to provide evidence

In the case of temporary total disability or unemployment, the insurer must be presented with ongoing evidence of the continuing disability or the continuing unemployment (including the receipt of unemployment insurance benefits). The cardholder must provide this evidence without specifically having been asked to do so by the insurer.

## 8.3 Release from medical confidentiality obligations

The cardholder releases all physicians who have treated him/her during his/her illness or after his/her accident from their professional confidentiality obligations so that the insurer can obtain from them the information it requires to handle the claim.

## 8.4 Consequences of a breach of obligations

In the event of a culpable breach of the duties set out in Articles 8.1 to 8.3, the insurer is entitled to reduce or refuse benefit payments. If the cardholder is unable to fulfill his/her obligations in the event of a claim, the fulfillment of these duties falls to the cardholder's relatives or surviving dependents.

## 9. Payment of Benefits

Insurance benefits will be paid to the card issuer alone and will be used only to settle the insured balance. The insured person cannot enforce any rights to any surpluses.

## 10. Monthly Premiums for Insurance Coverage

The premiums for insurance coverage that are to be paid by the cardholder are calculated by the card issuer and debited directly to the credit card account; they are invoiced to the cardholder on his/her credit card statements. The monthly premium for insurance coverage 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. Data Protection and Confidentiality

Personal information given in connection with this insurance, as well as the other data that must be submitted, will be held by the insurer and by any third parties engaged by it exclusively for the purposes of the conclusion and administration of the insurance contract (and participation of the cardholder therein) and the handling of claims. The cardholder may demand at any time to be notified and informed of information concerning him/her that is held in a file used by the insurer, its authorized agent, by any third parties which have been engaged or by professional associations.

The card issuer, the insurer, the service provider and third parties domiciled in Switzerland or abroad (incl. physicians, official agencies and other insurers) are entitled to exchange, disclose or otherwise make available all information necessary for the conclusion and administration of the Balance Protection Insurance (incl. treatment of claims) which relate to the cardholder, and are released from a possible professional secrecy or obligation of confidentiality. In particular, the card issuer is released to that extent from any confidentiality obligations, and is authorized for the aforementioned purposes to disclose that a corresponding credit card relationship exists between the card issuer and the cardholder. This authorization shall not expire upon the death, the loss of the cardholder's capacity to act or the bankruptcy of the cardholder.

## 12. Transfer to Third Parties

The cardholder acknowledges and accepts that both the insurer and the card issuer may outsource or transfer certain areas of business or the execution of certain activities or any rights and obligations arising from the insurance contract in connection with this insurance to external third parties in Switzerland or in other countries around the world.

The card issuer may also assign the collective insurance contract to another company which partly or predominantly belongs to the card issuer's group, by written notification to the cardholder, without requiring the cardholder's approval.

## 13. Legal Venue

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.

## 14. Complaints Procedure

If the cardholder is not satisfied with services rendered he/she may contact Chubb Insurance (Switzerland) Ltd., Bärenstrasse 32, 8001 Zurich at any time. If he/she is still not satisfied or if a satisfactory solution to the problem proves impossible, he/she may take his/her problem to the relevant ombudsman's office.

Ombudsman's Offices for Private Insurance Matters and Suva, the Swiss Accident Insurance Fund:

German-Speaking Switzerland  
In Gassen 14  
Postfach 2646  
CH-8022 Zürich  
Email: help@versicherungsombudsman.ch

French-Speaking Switzerland  
Ch. des Trois-Rois 2  
Case postale 5843  
CH-1002 Lausanne  
Email: help@ombudsman-assicurazione.ch

Ticino  
Via Giulio Pcobelli 8  
Casella postale  
CH-6903 Lugano  
Email: help@ombudsman-assicurazione.ch

A complaint lodged by a cardholder does not affect his/her statutory rights.

# Brief summary of Balance Protection Insurance.

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

<b>Insurer</b>	Chubb Insurance (Switzerland) Ltd.
<b>Monthly premium</b>	0.5% of the outstanding insured balance
<b>Insured risks</b>	<ul style="list-style-type: none"> <li>• Temporary total disability</li> <li>• Involuntary unemployment</li> <li>• Permanent total disability</li> <li>• Accidental death</li> </ul>
<b>Temporary total disability</b>	• 10% of the insured balance every month, up to max. CHF 10,000
<b>Involuntary unemployment</b>	• 10% of the insured balance every month, up to max. CHF 10,000
<b>Permanent total disability</b>	• 100% of the insured balance paid, max. CHF 100,000
<b>Accidental death</b>	• 100% of the insured balance paid, max. CHF 200,000

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

### 1. Customer information according to Article 3 of the Swiss Federal Act on Insurance Contracts (ICA)

The information below is meant as information on the identity of the insurance company and the material content of the insurance contract. The rights and duties of the person insured (principal cardholder) can be found in the declaration of accession, the General Terms and Conditions of Insurance (GCI) of the Balance Protection Insurance for Credit Cards of Swisscard AECS GmbH and the legal provisions.

#### 1.1 Information on the insurance company and the contractual relationship

The Balance Protection Insurance in favor of the cardholder is based on a collective insurance contract which Swisscard AECS GmbH (card issuer) has concluded with the insurance company Chubb Insurance (Switzerland) Ltd. (insurance company). The address of the insurance company can be found in the GCI.

#### 1.2 Risks insured and scope of the insurance

The insurance benefit is based on settling the credit card amount due (if the conditions stipulated in the GCI are met) in case the principal cardholder (insured person) is affected by the following risks: death by accident, invalidity, disability and unemployment. The risk of unemployment, however, is not insured for principal cardholders who are self-employed. The maximum insurance benefit for death by accident will be CHF 200,000, for invalidity CHF 100,000 and for disability and unemployment CHF 10,000. The details (including, but not limited to, the requirements for the insurance cover) can be found in the GCI.

#### 1.3 Insurance premium for taking out an insurance cover and other duties of the insured person

The monthly insurance premium for the insured person (principal cardholder) for taking out an insurance cover will be 0.5% (including all statutory duties) of the account balance on the principal card above (including any additional cards) stipulated in the monthly statement for the date stated on the invoice (interim balance). This amount will be debited directly to the credit card account of the principal cardholder and invoiced to him/her with the monthly statement. In case of damage, the damage shall be reported as soon as possible and evidenced (see GCI).

#### 1.4 Duration and termination of the insurance contract

The insurance cover for the risks ensured according to the GCI will become effective retroactively upon the complete payment of the first insurance premium invoiced to the principal cardholder for the insurance cover on the invoice date stated in the credit card statement.

The insurance cover will only remain effective if and to the extent the insurance premiums for the insurance cover invoiced are paid on time and there is a valid credit card relationship with the card issuer.

Insurance coverage ends automatically on December 31 of the calendar year in which the principal cardholder reaches the age of 64. The principal cardholder can terminate his/her participation in the plan at any time by giving notice in writing to the card issuer. Coverage is terminated from the invoice date given on the first credit card statement on which no insurance premium debit appears. Consequently, none of the debits listed on this credit card statement is insured. The card issuer and the insurance company also have the right to terminate the collective insurance contract at any time (should the contract be terminated, the cardholder will be notified accordingly).

#### 1.5 Miscellaneous

Only the insurance company can provide information on the Balance Protection Insurance, not the card issuer.

### 2. Information on processing personal data according to Article 3 lit. g ICA

Personal data obtained about and from the insured person (principal cardholder) deserve protection and said data will be collected and processed in accordance with the Federal Act on Data Protection (FADP). Upon applying for the Balance Protection Insurance, the principal cardholder as the insured person agrees to his/her data being processed in connection with the application and administration/execution of the insurance contract.

Personal information given in connection with this insurance or in case of damage will be held by the insurance company and by any third parties engaged by it exclusively for the purposes of the conclusion and administration of the insurance contract (including, but not limited to, determining the insurance premium for the insured person for the insurance cover), the handling of claims and any statistical evaluation. The data will be collected, processed, stored and deleted electronically and/or physically according to statutory provisions. They will be protected from any unauthorized access and change. Processing can be outsourced to other group companies of the insurance company and to external third parties in Switzerland and abroad. In case of damage, the data of the insurance company can be transferred to any other involved companies (such as Swisscard AECS GmbH as the card issuer, reinsurance companies). The principal cardholder may demand from the insurance company at any time to be notified and informed of information concerning him/her and to demand rectification, blocking or deletion according to the legal provisions.

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## 2. The Constituent Parts of the Contract

- The credit card agreement concluded between the cardholder and the card issuer;
- The signed declaration of accession to Balance Protection Insurance or other documents proving accession;
- The present General Terms and Conditions of Insurance (GCI)
- Swiss law, specifically the provisions of the Swiss Federal Act on Insurance Contracts (ICA) of April 2, 1908.

## 3. Duration and Geographical Scope of Insurance Coverage

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Insurance coverage remains effective only if and insofar as the premiums for insurance coverage that are invoiced are paid by the set deadlines and for as long as a valid credit card relationship exists with the card issuer and the credit card has not been blocked.

Insurance coverage ends automatically on December 31 of the calendar year in which the cardholder reaches the age of 64. The cardholder can terminate his/her participation in the plan at any time by giving notice in writing to the card issuer. Coverage is terminated from the invoice date given on the first credit card statement on which no premium for insurance coverage debit appears. Consequently, none of the debits listed on this credit card statement is insured.

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## 4. Insured Events

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

### A. ACCIDENTAL DEATH

The death of the cardholder as a result of accident, or his/her official confirmed disappearance while insurance coverage is in effect.

### B. TEMPORARY TOTAL DISABILITY

Temporary total disability is deemed to be the cardholder's complete (100%) disability as the result of illness or accident to practice his/her profession for a temporary period. This disability begins on the date that is determined as the starting date by a physician practicing in Switzerland or recognized by the Swiss embassy. The first 60 days of this disability are regarded as a waiting period (hereinafter referred to as the «excess period») during which no insurance benefits are paid.

Insurance coverage is conditional upon the cardholder having worked either as an employee or as self-employed up to the date on which the insured event occurred, and on the obtaining of a medical certificate stating that he/she is temporarily totally disabled.

### C. PERMANENT TOTAL DISABILITY (INVALIDITY)

Permanent total disability is deemed to be the cardholder's complete (100%) disability as a result of illness or accident to practice a profession or take alternative gainful employment in the long term. This insurance coverage is conditional upon the cardholder having worked either as an employee or as self-employed up to the date on which the insured event occurred, and on the obtaining of a medical certificate stating that he/she is permanently totally disabled. If an illness or accident leads to a temporary disability, but no permanent disability can be established, the case is insured under Article 4 B.

### D. UNEMPLOYMENT

Unemployment on the part of the cardholder under the terms of this insurance coverage is deemed to exist only if the cardholder is entitled 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 he/she has become unemployed are regarded as a waiting period during which no insurance benefits are paid. The excess period there-fore does not start until the day on which the cardholder becomes entitled to claim benefits under statutory unemployment insurance.

In order to claim this coverage, the cardholder must

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

## 5. Insured Balance

The insured balance is the basis for calculating insurance benefits. It is a) for customers with installment facility as well as customers without installment facility with a credit card contract from the card issuer that has been in effect for fewer than 6 months at the time of the damage case:

the outstanding credit card amount, for all uses of the principal and additional cards recorded up to the day before the insured event, including interest accrued up to this date and customer contributions for the existing insurance payment.

b) for all other customers without installment 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 interest accrued up to this date and customer contributions for the existing insurance payment.

The customer can find out from his current credit card statement or enquire at any time from the issuer's customer service department whether he has installment facility.

The date of the insured event is regarded as:

- in the case of insurance coverage A: the day of death;

- in the case of insurance coverage B and C: the first day, as stated in a medical certificate, on which in accordance with this medical certificate the temporary or permanent total disability first occurred;

- in the case of insurance coverage D: the day on which notice was received. However, insurance benefits will be paid out only if the cardholder is entitled to compensation from the Swiss unemployment insurance scheme. Insurance coverage ceases to exist for transactions made using the credit card on or after the date of the insured event.

## 6. Benefits Paid by the Insurer

In the event of death caused by accident (insurance coverage A) or permanent total disability (insurance coverage C), the insurer will pay the insured balance (insurance coverage A: up to a maximum of CHF 200,000; insurance coverage C: up to a maximum of CHF 100,000), plus the premiums accrued for insurance coverage and debit interest on the insured balance from the date of the insured event.

In the event of temporary total disability or in the case of unemployment (insurance coverage B and D), the insurer will, once the excess period of 60 days has expired, pay 10% of the balance for each full 30-day period, plus the premiums accrued for insurance coverage and debit interest on the insured balance from the date of the insured event, up to a maximum of CHF 10,000. This corresponds to a maximum of CHF 1,000 per 30-day period until the aforementioned total is reached, plus the premiums accrued for insurance coverage and debit interest on the insured balance from the date of the insured event, for as long as the cardholder is disabled or is unemployed.

No further insurance benefits will be paid if

- the cardholder can provide no further evidence of continuing disability 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 under insurance coverage A reaches a maximum of CHF 200,000 and of CHF 100,000 under insurance coverage C, plus the premiums accrued for insurance coverage and debit interest on the insured balance from the date of the insured event; in the case of insurance coverage B and D the total amounts to CHF 10,000, plus the premiums accrued for insurance coverage and debit interest on the insured balance from the date of the insured event;
- the insured balance is paid in full; or
- f) the insured ends for one of the reasons stated in Article 3.

In the case of repeated instances of temporary total disability, the insurer will pay a total maximum of 24 30-day installments for all such cases together. Once these 24 installments have been paid, the insurer will provide no further benefits in the event of temporary total disability. The same rules apply to repeated instances of unemployment. Here, the additional rule applies that at least 6 months must have elapsed between the end of one period of insured unemployment and the beginning of any subsequent period.

Should several insured events occur together, with the same cause (e.g. death caused by accident or permanent disability following temporary disability), the balance at the time of the first event remains the basis on which insurance benefits are paid. In such cases, the insurer will pay the difference between the insured balance and the 30-day installments which have already been paid.

## 7. Exclusions

7.1 Exclusions from insurance coverage A, B and C:

Not covered by the insurance are the consequences of:

- illnesses or accidents for which the cardholder received medical treatment in the 12 months prior to the start of insurance coverage;
- active participation in wars or similar conflicts, civil unrest, terrorist attacks, sabotage or alternatives; or
- self-inflicted injuries.

7.2 Additional exclusion from insurance coverage A only:

The insurance does not cover suicide in the first two years from the date on which insurance coverage begins.

7.3 Additional exclusion from insurance coverage B only:

- Not covered by the insurance are the consequences of:
- pregnancy, pregnancy termination or the resulting complications;
  - alcohol or drug abuse.

7.4 Exclusions from insurance coverage D:

No insurance benefits are paid in the following instances:

- unemployment resulting from notice of termination given by an employer to the cardholder prior to or during the first 60 days after the insurance contract comes into effect (excess period);
- unemployment resulting from notice of termination given by the cardholder;
- unemployment for which the cardholder is not entitled to claim benefits under Swiss unemployment insurance (except in the case of accidents and illnesses occurring during the period of unemployment);
- the scheduled or early end of fixed-term, seasonal or temporary contracts or the termination of employment contracts with agencies supplying temporary staff;
- retirement;
- dismissals served by or to a husband, wife, parent or child;
- loss of work where the cardholder is self-employed;
- dismissal owing to a deliberate breach of professional obligations or participation in an illegal labor strike.

## 8. Claims Procedure

8.1 Duty to report and medical examinations

Each claim must be reported as quickly as possible in writing to the service provider Financial & Employee Benefits Services (febs AG, Postfach 1763, 8401 Winterthur, phone: 052.266.02.83, fax: 052.266.02.01, email: swisscard@febs.ch. In the event of temporary disability or unemployment, notification must be sent immediately after the 60-day waiting period expires. The following documents must be submitted with the claim form:

- In the case of DEATH:
  - the official death certificate;
  - description of the circumstances of the accident
  - a medical certificate stating the cause of death, and the beginning and the progression of the physical injury which resulted in death

- In the case of TEMPORARY TOTAL DISABILITY:

A certificate from the physician who ordered the cardholder to cease work, stating the reason and the probable duration

- In the case of PERMANENT TOTAL DISABILITY (INVALIDITY):

A medical certificate stating the cause and the full and final nature of the disability

- In the case of UNEMPLOYMENT:

- a copy of the employment contract and the letter from the employer giving notice of termination, the latter providing information on the date notice of termination was first given, the reason for it and the date on which it became effective

- evidence of registration as a job-seeker with the relevant employment office

- evidence of the benefits received from unemployment insurance (from the first day)

A claim can be handled only if all documents are complete and valid. The insurer is itself entitled to obtain supplementary information.

## 8.2 Ongoing duty to provide evidence

In the case of temporary total disability or unemployment, the insurer must be presented with ongoing evidence of the continuing disability or the continuing unemployment (including the receipt of unemployment insurance benefits). The cardholder must provide this evidence without specifically having been asked to do so by the insurer.

## 8.3 Release from medical confidentiality obligations

The cardholder releases all physicians who have treated him/her during his/her illness or after his/her accident from their professional confidentiality obligations so that the insurer can obtain from them the information it requires to handle the claim.

## 8.4 Consequences of a breach of obligations

In the event of a culpable breach of the duties set out in Articles 8.1 to 8.3, the insurer is entitled to reduce or refuse benefit payments. If the cardholder is unable to fulfill his/her obligations in the event of a claim, the fulfillment of these duties falls to the cardholder's relatives or surviving dependents.

## 9. Payment of Benefits

Insurance benefits will be paid to the card issuer alone and will be used only to settle the insured balance. The insured person cannot enforce any rights to any surpluses.

## 10. Monthly Premiums for Insurance Coverage

The premiums for insurance coverage that are to be paid by the cardholder are calculated by the card issuer and debited directly to the credit card account; they are invoiced to the cardholder on his/her credit card statements. The monthly premium for insurance coverage 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. Data Protection and Confidentiality

Personal information given in connection with this insurance, as well as the other data that must be submitted, will be held by the insurer and by any third parties engaged by it exclusively for the purposes of the conclusion and administration of the insurance contract (and participation of the cardholder therein) and the handling of claims. The cardholder may demand at any time to be notified and informed of information concerning him/her that is held in a file used by the insurer, its authorized agent, by any third parties which have been engaged or by professional associations.

The card issuer, the insurer, the service provider and third parties domiciled in Switzerland or abroad (incl. physicians, official agencies and other insurers) are entitled to exchange, disclose or otherwise make available all information necessary for the conclusion and administration of the Balance Protection Insurance (incl. treatment of claims) which relate to the cardholder, and are released from a possible professional secrecy or obligation of confidentiality. In particular, the card issuer is released to that extent from any confidentiality obligations, and is authorized for the aforementioned purposes to disclose that a corresponding credit card relationship exists between the card issuer and the cardholder. This authorization shall not expire upon the death, the loss of the cardholder's capacity to act or the bankruptcy of the cardholder.

## 12. Transfer to Third Parties

The cardholder acknowledges and accepts that both the insurer and the card issuer may outsource or transfer certain areas of business or the execution of certain activities or any rights and obligations arising from the insurance contract in connection with this insurance to external third parties in Switzerland or in other countries around the world.

The card issuer may also assign the collective insurance contract to another company which partly or predominantly belongs to the card issuer's group, by written notification to the cardholder, without requiring the cardholder's approval.

## 13. Legal Venue

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.

## 14. Complaints Procedure

If the cardholder is not satisfied with services rendered he/she may contact Chubb Insurance (Switzerland) Ltd., Bärenstrasse 32, 8001 Zurich at any time. If he/she is still not satisfied or if a satisfactory solution to the problem proves impossible, he/she may take his/her problem to the relevant ombudsman's office.

Ombudsman's Offices for Private Insurance Matters and Suva, the Swiss Accident Insurance Fund:

German-Speaking Switzerland  
In Gassen 14  
Postfach 2646  
CH-8022 Zürich  
Email: help@versicherungsombudsman.ch

French-Speaking Switzerland  
Ch. des Trois-Rois 2  
Case postale 5843  
CH-1002 Lausanne  
Email: help@ombudsman-assicurazione.ch

Ticino  
Via Giulio Pcobelli 8  
Casella postale  
CH-6903 Lugano  
Email: help@ombudsman-assicurazione.ch

A complaint lodged by a cardholder does not affect his/her statutory rights.