Insurance Terms and Conditions for

Liability Waiver

Fraud Insurance for American Express vPayment Account customers

Purpose of the agreement and parties to the agreement, as well as obligation to provide the *Issuer* with benefits

Swisscard AECS GmbH, as *Issuer* (hereinafter: *"Issuer"*) of charge and credit cards or other authorized means for payment (hereinafter: *"Card/s"*), has concluded a collective insurance agreement with the below-specified *Insurer* that in the event of fraudulent use pursuant to these terms and conditions of insurance shall provide *Business Clients* with the right to claim specific benefits **from the *Issuer*, but not from the *Issuer* and/or from third parties commissioned by them to settle the contractual relationship.**

The *Insurer* and consequently the bearer of risk for the below-specified cover is:

Allianz Global Assistance
AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), with registered domicile at Hertistrasse 2 in CH-8304 Wallisellen (hereinafter: *"AGA"* or *"the Insurer"*).

The *Insurer* may delegate tasks to service-provider third parties within the context of the rendering of its performances.

The liability rules pursuant to the terms and conditions for charge and credit cards of the *Issuer* (General Terms and Conditions, GTC) shall remain unaffected by the establishment of the *Insurance Contract* and possible claims that the *Business Client* may derive from the *Insurance Contract*. The *Business Client* acknowledges and recognizes that the *Issuer* may assert all claims against the user of the virtual *Card* (hereinafter: *"End User"*) and/or the *Business Client* at any time and without restriction. This consequently means it may not be argued or objected that an outstanding sum pursuant to the *Insurance Contract* is not owed or not comprehensively owed to the *Issuer* and the *Business Client* undertakes and guarantees to settle the invoices of the *Issuer* comprehensively and punctually.

These terms and conditions of insurance must be granted irrespective of any possible other terms and conditions of insurance that provide the *End User* with advance insurance cover. The *Insurer* reserves the right to amend these terms and conditions of insurance (incl. the insurance sums) following consultation with and the approval of the *Issuer*. The *Insurance Contract* may be ended by the *Insurer* and by the *Issuer* at any time and without compensation. Amendments or a possible ending of the *Insurance Contract* shall be reported to the *Business Client* in an appropriate manner. **Amendments shall be deemed to have been agreed, insofar as the *Business Client* does not terminate the contractual relationship** (depending on the *Card* basic account or principal *Card* relationship) **with the *Issuer* on a date before the amendment comes into force.**

Insurance cover and insurance sum

Insurance cover is provided for *Losses* up to CHF 30,000 per vPayment Account and per year and up to CHF 2,000,000 per *Business Client* and calendar year.
The insurance cover is conditional upon the contractual relationship between the *Business Client* with regard to utilization of the *VAN* and the *Issuer* being effectively established and upon the *VAN End User* at fault being at least eighteen (18) years old at the time of the *Insured Event*. In the event of an *Insured Event*, the *Insurer* shall check this at the *Issuer*.

Exclusions

No insurance cover shall be provided for *Losses*:
– resulting from the use of the virtual *Card* by the *End User* for legitimate business purposes or otherwise in the interest of the *Business Client*

Definitions

For ease of readability, differentiated gender designations have been avoided.
Defined terms are shown in *Italic* in these terms and conditions of insurance. Unless otherwise defined at another place, they have the following meanings:
Business Client
The company, the enterprise or the association that has concluded a legal agreement with the *Issuer* pertaining to the issue of vPayment, or the subsidiary and associated companies affiliated to it, as well as all legal successors.
Card
The charge and/or credit card issued by the *Issuer* including virtual *Card* or Virtual Account Number (*VAN*).
Domicile
The place where the *Business Client* has its company headquarters.
End User
User of a virtual *Card* or user of a Virtual Account Number *(VAN)*.
Insurance Contract
This Fraud Insurance Policy for *Business Clients* and its terms and conditions.
Insured Event
The incident leading to a *Loss* covered by the *Insurance Contract*.
Insurer
For all insurance: AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland).
Issuer
Swisscard AECS GmbH, the *Issuer* of the *Cards* or vPayment and third parties mandated to process the contractual relationship regarding vPayment.
Loss
Pecuniary damage suffered by the *Business Client* caused directly because an *End User* misused his virtual *Card* with the intention of procuring himself or another person an unlawful advantage, and for which the *Business Client* is prosecuted by the *Issuer* on account of the utilization of the *VAN*. Excluded are pure interest losses and further consequential damages (incl. loss of earnings).
VAN
Virtual Account Number, virtual *Card* generated as part of vPayment.

Obligations

In order to avoid creating incentives for fraudulent use by the *End Users*, the *Business Client* undertakes not to extol the *Insurance Contract* and its terms and conditions with *End Users* or provide them with this information.
After every event that leads or could lead to an *Insured Event*, the *Business Client*, while safeguarding privacy and data protection (incl. banking secrecy) of the *End User* and affected third parties, shall:
– inform the *Issuer* without delay in accordance with the respective applicable General Terms and Conditions (GTC) of the *Issuer* and shall request the blocking of the respective *Cards;*
– prohibit the *End User* from further use of the virtual *Card*, and shall endeavor to the best of its ability to immediately withdraw the virtual *Card* from him;
– endeavor to the best of its ability to avert and minimize the *Loss*, and shall attempt to instruct the *End User* to settle all outstanding claims of the *Issuer* with immediate effect;
– inform the *Insurer* within thirty (30) days of ascertaining the event, listing all details comprehensively and truthfully;
– forward to the *Insurer* all documents that it requests in the separately communicated *Insured Event* table, or shall cause these to be issued, unless this would entail considerable costs;
– permit the *Insurer* to make all reasonable enquiries to ascertain the cause and the scope of the benefits payable;
– comply with the instructions of the *Insurer*, insofar as these are reasonable in order to avert or reduce the *Loss* or to expedite the settlement of the insurance claim;
– authorize third parties (e.g. other insurers, insurance bodies and public authorities, as well as the *Issuer*), if necessary and in the required form, to issue the necessary information.

Consequences of failure to adhere to obligations

In the event of failure to adhere to obligations, the *Business Client* shall lose the insurance cover, unless its failure to adhere to the obligations was neither willful nor grossly negligent. In the event of gross negligence, the *Business Client* shall retain the insurance cover, provided the breach of the obligations has neither influenced the determination of the *Insured Event* nor the assessment of the benefits due.

(business expenditure). If the *Business Client* asserts that the *End User* misused the virtual *Card* for private and not for business purposes, then this must be credibly documented for the *Insurer*;
– resulting from the use of the virtual *Card* to make purchases or to buy goods or to make use of services that are typically and regularly bought or used by the *Business Client*, and whose purchase or use has been tacitly approved by the *Business Client*;
– resulting from the fact that the *Business Client* made the virtual *Card* available to a person other than the *End User* in whose name the virtual *Card* had been issued;
– resulting from the fact that the *Business Client* was demonstrably aware of an earlier misuse of the *VAN* by the *End User* concerned, and did not withdraw the *VAN* or virtual *Card* from this *End User* or reissued this person with a (new) virtual *Card*;
– resulting from transactions that were authorized by the *Issuer* on or after the 4th working day after the *Business Client* or the *End User* respectively had asked the *Issuer* to block the virtual *Card*.

Provision of benefits and the consequences thereof

The *Business Client* may claim benefits arising out of this *Insurance Contract* directly from the *Insurer* without the consent of third parties. Prior to the time of payment, insurance claims may not be assigned or ceded without the consent of the *Insurer*.
The *Insurer* is obliged within four (4) weeks of the receipt of all documents necessary pursuant to the *Insured Event* table to declare whether and to what extent it recognizes the claim of the *Business Client*.
If the *Insurer* recognizes the claim, or if it has reached agreement with the *Business Client* in respect of the grounds and level thereof, the *Insurer* shall provide the benefits within (2) weeks. This obligation is regarded as having been fulfilled on the date the *Insurer* transfers the sum involved. In other respect the *Insurer* shall owe default interest of 5% per annum.
If official enquiries or criminal proceedings have been initiated against the *Business Client* in connection with an *Insured Event*, the *Insurer* can postpone payment until a final decision is made in these proceedings.
Insurance benefits shall be remitted to the bank account specified by the *Business Client* in Switzerland and in its name.
The *Insurer* shall in accordance with the scope of the payment to the *Business Client* assume all of the rights of the *Business Client* relative to the culpable *End User* and any possible third parties. The *Business Client* must in this conjunction provide the *Insurer* – while safeguarding the privacy rights of the *End User* and of any possible third parties – with all information and documents that are of relevance for the recovery by the *Insurer* free of charge. In addition, the *Business Client* is also obligated to refrain from all actions that could prejudice the assertion of such rights.

Data protection

The *Insurer* shall be entitled to procure and to process the data of the *Business Client* from involved third parties (e.g. the *Issuer*) that is required to settle the insurance and claim. Data of the *End User* may be procured and processed by the *Insurer* only if privacy and data protection as well as banking secrecy are preserved. Surrender of the data may be refused by the *Business Client* and/or by the *Issuer* on the basis of the aforementioned principles, or may be made dependent upon the consent of the respective *End User*.
The *Insurer* undertakes to handle data and information received in this manner confidentially and to adhere strictly to privacy and data protection as well as banking secrecy at all times. The data shall be stored, and deleted physically or electronically in accordance with the statutory provisions. The *Business Client* and/or affected *End User* may at any time demand details of the information and data held about them, or may demand the correction thereof.
If necessary, the data shall be forwarded to third parties, specifically to co-insurers and reinsurers or other involved insurers, to the companies rendering services, the *Issuer* as well as service-rendering third parties in Switzerland and abroad.
In addition, information may be passed on to other liable third parties and their liability insurers to assist in the enforcement of claims for recourse. The *Insurer* is authorized to inform third parties, specifically the responsible authorities, official agencies and the *Issuer*, to whom insurance was confirmed of the suspension, alteration or cessation of the insurance, and of the refusal to pay a claim.

Nature of the communications

All notifications and declarations intended for the *Insurer* must be made in writing (e.g. letter, fax, email). They must be sent to the headquarters of the *Insurer*.
Communications of the *Insurer* shall be valid if they are sent to the last address of the *Business Client* known to the *Issuer*.

Limitation period

The statutory limitation period of two years applies to claims arising out of the *Insurance Contract*. The period starts when the *Insured Event* occurs.

Place of jurisdiction and applicable law

The place of jurisdiction for lawsuits of the *Insurer* or of the *Business Client* pertaining to this *Insurance Contract* is the *Domicile* of the *Insurer* in Switzerland.
This contract is governed by Swiss law. The provisions of the Swiss Insurance Contract Act [Bundesgesetz über den Versicherungsvertrag – ("VVG")] remain reserved, insofar as its mandatory regulations have not been amended in these GCI.

Insured Event table

Please note the obligations that are applicable in the event of an *Insured Event*.
In order to be able to process the *Insured Event*, the *Insurer* requires documentary evidence detailing the occurrence of the damage, the magnitude thereof etc. The following table lists the documents that must be presented to the *Insurer* as quickly as possible in order to receive a benefit.
– the respective *VAN;*
– copy of the monthly vPayment Account statement, including details of applicable exchange rates if goods were purchased in a foreign currency;
– the possible claims statement sent to the *Business Client*; this must be completed comprehensively and truthfully and returned within 30 days;
– police report;
– bank account details of the *Business Client*;
– age of the *End User*;
– information about why the *Business Client* was unable to recover the outstanding sum from the *End User*, if the *End User* was to blame for the fraudulent use.

Valid from: 07/18

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