



connecting you to additional security **VoIP Insurance**

With the increasing spread of «comfortable technology», users may also be spotted by swindlers, so-called VoIP hackers. In a case of deception, the financial loss can quickly mount up to several thousand Swiss francs.

netvoip Prepaid

In cooperation with Allianz Global Assistance, Netstream offers its customers VoIP insurance. Insurance cover is integrated into the existing offer and is available to Netstream customers without any additional costs. Thus, insurance for netvoip Prepaid is integrated into the additional option netvoip Plus and provides optimal coverage for user risks up to

a maximum of CHF 3'000.-.

netvoip Talk

For all VoIP customers with a netvoip Talk subscription, insurance is also already included in the netvoip Talk charges and in the case of a claim it offers a maximum cover of CHF 5'000.-.

SIP Connect

Customers who operate their telephone system with netvoip Connect have the possibility of taking out optional insurance against the fraudulent use of their equipment up to a maximum coverage of CHF 5'000.-.

General Insurance Conditions

Protection against misuse of Netstream VoIP talk credit

Customer information according to insurance contract law

The following customer information provides a clear and concise overview of the insurer's identity and the essential contents of the insurance contract (Art. 3 of the Federal Law on Insurance Contracts [VVG]).

Who is the Insurer?

The Insurer is AGA International S.A., Paris, Zweigniederlassung Wallisellen, Switzerland, hereinafter referred to as AGA or the Insurer, with headquarters at Hertistrasse 2, 8304 Wallisellen.

Who is Policyholder?

The Policyholder is Netstream AG, hereinafter referred to as Netstream or the Policyholder, with headquarters at Neugutstrasse 66, CH-8600 Dübendorf.

Which risks are insured and what is the scope of the insurance coverage?

Within the framework of the VOIP-Service agreement concluded with the Policyholder and concerning Netstream VOIP Talk Credit, the beneficiary is insured against misuse by third parties. The scope of the insurance protection depends upon the client status of the Beneficiary (Private or Business client) and is established pursuant to the VOIP-Service Agreement Documents and the following General Insurance Conditions (GIC).

What do the essential exclusions consist of?

- Damages caused from wilful or negligent actions or omissions by the beneficiary or their auxiliary staff;
- Damages caused by failure to exercise the duty of care by the beneficiary or their auxiliary staff concerning the protection of the VOIP-Account Access Data (Passwords, etc.) against third party sharing or access;
- Damages caused by the loss or misplacement of VOIP-Account Access Data (Passwords, etc.);
- Misuse caused by family members or parties related to the beneficiary (Private clients);
- Misuse caused by the beneficiary's auxiliary staff or employees (Business clients);
- Damages arising from events or due to causes for which the policyholder is liable to the beneficiary on legal grounds or further to contractual provisions.

This list contains only the most common exclusions. Further exclusions are set forth in the GIC and in the VVG.

How much is the Premium?

Premiums are borne by the Policyholder.

What are the obligations of the beneficiary?

- You must fully comply with the contractual or legal obligations with regard to notification, information or conduct (including immediate prompt notification of the insured event to the Insurer upon receipt of the claim notification instructed to Netstream as well as notification of any misuse to a police station).
- To make every effort to minimise or avoid loss and provide clarification thereof (e.g., authorising third parties to issue documents, information, etc. for the purpose of shedding light on insured events).

Only the most common obligations are contained in this list. Further obligations are set forth in the GIC and the VVG.

When does coverage commence and when does it terminate?

Coverage is considered effective upon conclusion with the Policyholder of a VOIP-Service agreement following notification by Netstream to the Insurer of the corresponding VOIP Talk Credit Accounts and for the duration of the period notified by Netstream.

How does AGA handle data?

AGA processes data deriving from contract documents or processing of the contract and uses it especially for setting premiums, for risk clarification, processing benefits cases, as well as for marketing purposes. Data is stored physically or electronically. Insofar as it is legally required for the processing of the contract as well as for compliance with legal regulations, the data shall be transmitted to the extent necessary to concerned third parties, namely, other insurers, authorities, lawyers and external experts involved. Data may also be transmitted for the purpose of disclosure or prevention of insurance fraud.

General Insurance Conditions (GIC)

Protection against misuse of Netstream VoIP talk credit

AGA International S.A., Paris, Zweigniederlassung Wallisellen, Switzerland, (hereinafter referred to as AGA or the Insurer), is liable toward Netstream AG, (hereinafter referred to as Netstream or the Policyholder) pursuant to the collective insurance contract agreed and to the Specified Services in the insurance document. These are set forth in the General Insurance Conditions (GIC) and supplemented by the Swiss Federal Law on Insurance Contracts.

1 Object Insured

The insurance covers Netstream VOIP Talk Credit (VOIP Account) within the framework of the VOIP-Service Agreement concluded with the Policyholder, by which Netstream shall designate the beneficiary to the Insurer.

2 The Beneficiary

The Beneficiary is the party designated as contract partner with the Policyholder as per the VOIP-Service agreement, upon which the use of the insured VOIP-Accounts is based.

3 Commencement, duration and scope of the insurance coverage

3.1 The insurance coverage begins (following conclusion of one of the VOIPService agreements with the Policyholder) upon notification of the corresponding VOIP-Accounts by Netstream to the Insurer and for the duration of the term communicated to the Insurer of the Netstream VOIP-Service agreement concluded and upon which the usage of the insured VOIP-Accounts is based.

3.2 The insurance is expressly limited to those VOIP-Accounts which are notified to the Insurer within the framework of the VOIP-Service agreements between and used by Netstream and the Beneficiary.

4 Amounts insured

4.1 The maximum insured amount for Private clients is CHF 3,000 per event and per year, subject to the provision under § 7 (insured maximal benefits for an event arising from the same cause).

4.2 The maximum insured amount for Business customers is CHF 5,000 per event and per year, subject to the provision under § 7 (insured maximal benefits for an event arising from the same cause).

5 Insured events and benefits

5.1 Abuse of insured VoIP Accounts by third parties with no right of access.

5.1.1 If a person with a claim in respect of the misuse of their insured VoIP Accounts by third parties with no right of access (abuse) suggests pecuniary loss in the form of a reduction

of their Netstream VoIP talk credit, AGA will compensate this up to a maximum sum of CHF 3,000 per event and year for private customers or CHF 5,000 per event and year for business customers, subject to the maximum benefit regulations in Clause 7. The insurer will be under no obligation to pay if the misuse of the VoIP Account talk credit was not reported immediately by the person with a claim (or someone acting on their behalf) after he or she established a misuse or suspected a misuse of the Netstream, the relevant VoIP Account was not blocked and the abuse was not reported to the competent police station.

5.1.2 Extension of cover to server/ telephone system (only for business customers)

If a server/ telephone system cover extension was agreed, AGA will compensate persons with a claim (business customers only) subject to the same prerequisites and conditions as those agreed in Clause 5.1.1, inter alia, for the misuse of insured VoIP Accounts by third parties with no right of access as a result of hacking the server or telephone system of the person with a claim.

6 Non-insured events

6.1 Damages which are brought about or could be brought about for the following reasons are not insured:

- Damages caused by negligent or wilful actions or omissions by the Beneficiary or their auxiliary staff;
- Damages caused by failure to exercise the duty of care by the Beneficiary or their auxiliary staff concerning the protection of the VOIP-Account Access Data (Passwords, etc.) against third party sharing or access;
- Damages caused by the loss or misplacement of VOIP-Account Access Data (Passwords, etc.);
- Damages caused by confiscation of VOIP-Account Access Data (Passwords, etc.) by authorities, regardless of whether or not such confiscation of the data is the result of illegal actions;
- Deliberate commission of or attempted crime or offence.

6.2 The following damages are not insured:

- Misuse caused by family members or parties related to the beneficiary (Private clients);
- Misuse caused by the beneficiary's auxiliary staff or employees (Business clients).

6.3 Damages which are due to events or causes for which the Policyholder is liable toward the beneficiary on legal or contractual grounds are not insured.

6.4 Damages resulting from war, terrorism, natural catastrophes, incidents involving nuclear, biological or chemical substances and unrest of any kind and the measures taken to counter this.

7 Maximum benefits for an event arising from the same cause

If several beneficiaries make a claim based on the same event, or related to one or several events all arising from the same event (e.g., a hacking attack on Netstream or other for usage of infrastructure required for the supply of VOIP-services), the maximum total amount of damages to be indemnified by AGA for all of the damages resulting from the events concerned shall be limited to CHF 25,000. Should the sums of all existing claims to benefits surpass the maximum amount of CHF 25,000, this amount shall be split proportionally among all beneficiaries.

8 The beneficiary's obligations

8.1 The Beneficiary is obliged to fully comply with contractual or legal obligations with regard to notification, information or conduct.

8.2 The Beneficiary shall make every effort to minimise or avoid loss and provide clarification thereof.

8.3 If the Beneficiary is able to assert claims against third parties based on services that AGA has provided, they must also protect these rights and relinquish them to AGA.

8.4 The amount of damages shall be established with original receipts. Should this not be possible, AGA may reduce or refuse benefits.

8.5 Notice of the insured event concerning Netstream shall be immediately sent to the Insurer upon receipt.

8.6 The claim must be reasoned and documented. The following documents must be sent to AGA to the contact address specified in § 13 from the Insurer upon acceptance of the notification claim tendered to Netstream;

- A copy of the Netstream VOIP-Accounts underlying the VOIP-Service Agreements;
- The Netstream VOIP-Account-Talk Credit Statement, upon which the actual insured loss is based;
- Proof of connection (detailed VOIP-Account proof of call connection) of the current as well as the preceding three months. Any costs related to the proof of connection requirement shall be borne by Beneficiary;
- The police report of misuse;
- Any other evidence and documents that may facilitate the processing of entitlement to benefits and/or claims handling.

9 Consequences of breach of obligations regarding information and conduct

Should the Beneficiary be in breach of their contractual or legal obligations regarding notification, information or conduct, and thereby influence the occurrence, the cause, the degree or the assessment of the loss, AGA may refuse or reduce its benefits. There shall be no reduction in benefits insofar as the Beneficiary can prove that his/her conduct has not detrimentally influenced the damage nor its ascertainment.

10 Subsidiary clauses

In the case of co-insurance, AGA shall pay its benefits as subsidiary benefits. Right to recourse shall be assigned to AGA insofar as this compensation has been paid. If the benefits of another company are also subsidiary, the concerned companies shall undertake the costs in proportion to the sums they have insured.

11 Statute of limitations

The statute of limitations on claims is two years after the occurrence of the fact justifying the obligation to perform.

12 Place of jurisdiction

12.1 Legal action may be brought against AGA at the headquarters of the branch office or at the Swiss place of residence of the Beneficiary.

12.2 Swiss Federal Law on Insurance Contracts (VVG) shall apply as a supplement to these provisions..

13 Contact address

AGA International S.A., Paris Zweigniederlassung Wallisellen (Schweiz) Hertistrasse 2, Postfach, CH-8304 Wallisellen