

Terms of Use of Allianz Suisse Online Services

1. Subject of use

Allianz Suisse offers its policyholders (hereinafter referred to as 'Contracting Parties') and certain persons insured in their insurance contracts (hereinafter referred to as 'Insureds') and additional registered persons with access rights via the means provided (hereinafter referred to together with the contracting parties and the insured persons as 'Users') various services in selected insurance sectors via the Internet (Allianz Suisse Online Services). Allianz Suisse comprises the following companies:

- Allianz Suisse Insurance Company Ltd, Wallisellen
- Allianz Suisse Life Insurance Company Ltd, Wallisellen
- CAP Rechtsschutz-Versicherungsgesellschaft AG, Wallisellen

Allianz Suisse Online Services provide electronic access to certain data about Contracting Parties/Insureds stored at Allianz Suisse. Allianz Suisse Online Services enable the User to undertake certain business processes with Allianz Suisse electronically. Allianz Suisse may broaden or restrict the scope of these business processes at any time.

2. Authentication / Authentication tools

When using online services, users are authenticated by means of the technical authentication tools made available by Allianz Suisse.

These Terms of Use are deemed to have been accepted by the User when the Contracting Party/Insured's data is accessed through Allianz Suisse Online Services using the available authentication tools.

In particular, the User acknowledges the authentication agreements contained in the Special Provisions on the use of the online services.

3. Duration of use and usage charge

Access to the online services is granted indefinitely. Allianz Suisse is entitled to restrict its online services or to block or definitively terminate access at any time, without prior notice. Allianz Suisse provides access to its online services free of charge.

4. Severability

Should parts of these Terms of Use be null and void or become inoperative, the remaining provisions will continue to apply.

5. Changes to the Terms of Use

Allianz Suisse is entitled to amend these Terms of Use, including the General and Special Provisions, at any time, without notice. If changes are made to the Terms of Use, the User must accept the amended Terms of Use to be able to continue using Allianz Suisse Online Services.

6. Applicable law

These Terms of Use are subject to Swiss law.

A) General Provisions on the Use of Allianz Suisse Online Services

These provisions apply to services of Allianz Suisse which involve the use of electronic authentication tools such as user ID, password and one-time password (OTP) via SMS or e-mail or certificates. In the event of any inconsistency, the Special Provisions relating to individual services take precedence over these General Provisions.

1. Authentication

Every person who authenticates himself using the available authentication tools will be deemed by Allianz Suisse to be authorized, irrespective of whether this person is actually the Contracting Party/Insured or a person with access rights acting on the Contracting Party/Insured's instructions. The Contracting Party/Insured himself is responsible for ensuring that any persons who once had access who are no longer authorized to do so cannot gain access to Allianz Online Services. To the extent permitted by law, Allianz Suisse accepts no liability for any unauthorized or unlawful access to Allianz Online Services.

2. Orders and instructions

Allianz Suisse is entitled to carry out the orders which it receives via Allianz Suisse Online Services and to fulfil instructions and notifications if they are based on a correct authentication check. If Allianz Suisse carries out the orders and instructions received within the normal course of its business, these will be deemed to have been correctly and punctually fulfilled vis-a-vis the Contracting Party/Insured.

3. Issuing letters of intent and notices

Letters of intent and notices are deemed to have been issued as soon as they have been input in full and transmitted in accordance with the user prompt (e.g. by clicking the OK, Send, Forward or Transmit key).

4. Accuracy and completeness of information

Allianz Suisse gives no guarantee whatsoever as to the accuracy and completeness of information and notices which can be retrieved via Allianz Suisse Online Services. Unless explicitly denoted as binding, the information provided by Allianz Suisse is non-binding. Information does not constitute an invitation to conclude contracts, nor does it constitute an offer or a recommendation to purchase or sell products or services.

5. Use of data

The User grants Allianz Suisse the right to record, save and, if necessary, analyse all accesses and access data as well as any business processes undertaken via Allianz Suisse Online Services.

Allianz Suisse Group companies are authorized to use all data transmitted via Allianz Suisse Online Services for their own marketing and advertising purposes.

6. Limitation of liability for technical faults, transmission errors, failures and illegal interference

Allianz Suisse cannot be held liable for the realization of Internet risks, such as technical or organizational difficulties with the receipt or transmission of data, transmission errors, technical problems, faults or disruptions affecting the network

or the Internet connection regardless of the cause, failures or illegal interference in the Contracting Party/Insured's IT systems or a third party's IT systems and publicly accessible systems, smuggling of viruses, copying or falsification of data and content, network capacity overload, intended or coincidental blocking of electronic access. Furthermore, Allianz Suisse accepts no liability for damage as a result of faults, disruptions (including those due to system maintenance) or capacity overload affecting the IT systems of Allianz Suisse. The exclusion of liability does not include damage caused by gross negligence on the part of Allianz Suisse.

For the protection of Allianz Suisse and other Users, the User is obliged to refrain from using the available means of access to Allianz Suisse Online Services in a manner which disrupts and/or removes the function and/or integrity of technical facilities, programs and/or data of third parties and/or of Allianz Suisse against their will.

7. Limitation of liability for hardware and software defects

Allianz Suisse gives no guarantee in respect of hardware and software required in order to use Allianz Suisse Online Services. Nor does it give any guarantee that every component of Allianz Suisse Online Services and the software provided for use meets the User's expectations or will function properly in all applications and combinations with other programs chosen and used by the User. To the extent permitted by law, it accepts no liability for damage caused to hardware and software of the User or a third party, or for inadequate security or functionality of the hardware.

B) Special Provisions on the Use of Allianz Suisse Online Services

In addition to the General Provisions on the use of Allianz Suisse Online Services, the following applies to the use of online services offered by Allianz Suisse:

1. Registration

In order to use Allianz Suisse Online Services the Contracting Party/Insured must identify himself and register online by providing certain contract details. In addition, written registration may be required. The registration will be confirmed.

2. Username, password

The Contracting Party/Insured must set a username and password when registering, and these must comply with the minimum requirements specified by Allianz Suisse.

The password can be changed at any time, as often as desired. The password should be changed regularly. Allianz Suisse can periodically require a password change. Passwords are transmitted and stored in encrypted form and cannot be deciphered even by Allianz Suisse. The username is a unique user ID which should not bear any relation to a policy number or a customer number.

3. Due diligence

All access details such as username, password etc. must be kept secret. Under no circumstances may the User divulge, allow access to or pass on the username and password to other persons. The username and password must be kept separately from each other. The User must take technical, organizational and regulatory measures to ensure that the passwords cannot easily be ascertained by third parties. If there is reason to suspect that an unauthorized third party has obtained the username and password, the User must immediately change the password or request that access be blocked. Any consequences arising from the use of the User's access details are borne by the User, even if they are misused.

4. Forgetting the username or password

If a User has forgotten his username, he must contact the Allianz Suisse hotline. If a User has forgotten his password, he must request a new password via Allianz Suisse Online Services or the Allianz Suisse hotline.

5. One-time password (OTP)

Each time the User logs in to Allianz Online Services, after entering the username and password, the User will also be sent a temporary one-time password (OTP) by SMS or e-mail to the mobile number or e-mail address provided when he registered. The User is not authenticated in the Online Services and will not be able to access the data and services until he has correctly entered this OTP.

6. Technical security

The authentication arrangements as set out in clause A)1 above are such that the risks arising from unauthorized persons tampering with the User's IT systems or from the misuse of the username and password are borne by the User. Aside from the sender and recipient, all data content is encrypted during transmission when using Allianz Suisse Online Services. Despite the encryption, tampering with IT systems or the transmission channel cannot be ruled out. It is conceivable that an unauthorized third party might attempt undetected to gain access to the User's IT system while the Internet is being used. The User is obliged to employ established safeguards to minimize the security risks on the Internet, which includes the use of anti-virus programs and firewalls.

If the User makes changes to his system which are able to compromise the security of Allianz Suisse Online Services or Allianz Suisse systems, he undertakes to refrain from using Allianz Suisse Online Services in future and notify Allianz Suisse immediately.

7. Blocking

At the User's express request, Allianz Suisse will block access to Allianz Online Services. If the Contracting Party blocks access, this block may also apply to additional registered persons with access rights. The User bears the risk of any access before the block takes effect.

Access is automatically blocked if the password is entered incorrectly five times in succession. Allianz reserves the right to block access in the event of suspected misuse or tampering.

C) Annex: PC technical requirements

For security reasons and to guarantee the range of functions, the following Internet browser versions are recommended when using Allianz Suisse Online Services. You must ensure that the operating system and browser are kept up-to-date with the latest security updates. If you need assistance, please contact your technical department or provider.

Operating systems	Windows 7, 8, Vista, Mac OS >10.6
Internet browsers	HTML5-enabled browser, but in any event IE8 or higher. The range of functions will be restricted if you use a browser that is not HTML5-enabled.
128-bit encryption	In order for you to use Allianz Suisse Online Services, the browser must have built-in 128-bit SSL encryption.
Your Internet browser's security settings	In order for you to use Allianz Suisse Online Services, the browser's security settings for the Internet must be set to medium. In other words, the file download must be activated, the execution of JavaScript must be enabled and the opening of pop-ups must be allowed. Any programs which suppress the opening of pop-ups will impede the use of Allianz Suisse Online Services.
Your Internet browser's settings:	The caching must be set to 16 MB and the latest version of the saved sites must be automatically sought.
Screen resolution:	Allianz Suisse Online Services are optimized for a resolution of 1024x768 pixels.
Connection:	Sufficiently fast Internet connection (xDSL, cable, dedicated line, etc.).
PDF files:	The latest version of Adobe Acrobat Reader is required in order to view quotations, applications, conditions and other documents.

Security recommendations when using the Internet:

- Always use an up-to-date firewall and anti-virus software on your PC (ensure the anti-virus software has live updates).
- Please make sure that your operating system and your Internet browser are kept up-to-date with the latest security updates.
- Do not open e-mails from an unidentified source or with unexpected attachments.
- Do not respond to any requests to enter your security information by e-mail or via links, even if the sender purports to be Allianz Suisse. Only log in to the official Allianz Suisse login page. Allianz Suisse will never ask you to otherwise divulge your security information.
- Do not install programs from untrustworthy providers.
- Empty the browser's cache after using Allianz Suisse Online Services.