

# Business Class

Policy: CHBBBA10371

Policyholder: BMC Software GmbH

Insurance Period: 01.08.2022 – 31.07.2023

CHUBB®

# Policy Schedule

The purpose of this Policy is to cover the persons as defined hereinafter in the Chapter “Insured Persons” following Accidents that they may experience during the entire term of the Policy.

This Policy Schedule prevails over the General Conditions.

## Contractual Documents:

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The following are an integral part of the Policy:

- This Policy Schedule
- The General Terms and Conditions «CH\_Chubb Business Class\_VB\_2022\_EN»

The notice of information is in accordance with Article 3 of the Federal Insurance Contract Law (VVG / LCA).

All covers stipulated in T&Cs are included in local policy except for: part VII (Crisis management) and part VIII (Kidnap & Ransom)

## Policy N°:

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CHBBBA10371

## Policyholder:

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BMC Software GmbH  
Bändliweg 20  
8048 Zürich

## Additional Insureds:

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None

## Assistance Benefits:

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The parent company of the policyholder has entered into an assistance service contract of behalf of the group. In order to ensure that the assistance benefits are delivered, prior to any intervention involving the cover under the policy, the Insured Party must contact AXA:

specifying **Policy number CHBBBA10371, agreement number Toll-Free: 1-855-327-1414, Direct Dial: 1-630-694-9764, the contact information of the Policyholder**, as well the Insured Party's own full name.

## **Insured Persons:**

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As of the date of the offer, the Insured Persons under this Policy are:

The following categories of employees :

Group I: All full-time and part-time Employees of the Policyholder domiciled in Switzerland

Group II: Spouse / Domestic Partner and Dependent Children of Class I Insureds

- All or part of the employees, interns, corporate representatives, directors, and executives of the Policyholder on a Professional Assignment on behalf of the Policyholder and residing for tax purposes in Switzerland or Lichtenstein.
- Any person residing for tax purposes in Switzerland or Lichtenstein, carrying out a Professional Assignment on behalf of the Policyholder, provided that he or she is in possession of an assignment order issued by that Company or, failing that, can produce any other document proving that he or she has been mobilised to carry out a Professional Assignment.
- The Insured Party's Spouse as well as his or her Dependent Children accompanying him or her on an Assignment, subject to these General Conditions.

### **The following are not considered Insured Parties:**

- **Employees who have the status of Expatriate or Seconded Staff during the period of their expatriation.** However, they remain covered for business travels outside of the country of expatriation.
- **Employees who are not affiliated or insured with Social Security or any other supplementary health institution.**

## **Coverage period:**

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This policy takes effect from **01.08.2022** till **31.07.2023**.

## **Insurer's shares:**

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Chubb Insurance (Switzerland) Limited

100%

## Type of Coverage:

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|          | Coverages   | Applied     |
|----------|---|-------------|
| <b>A</b> | Personal Accident during Working Hours only   | Not Covered |
| <b>B</b> | Personal Accident 24/7  | Not Covered |
| <b>C</b> | Personal Accident during business travel only   | Not Covered |
| <b>D</b> | Business travel worldwide, including PA   | Covered     |
| <b>E</b> | Business travel abroad (travel within the country of residence not covered), including PA | Not Covered |

## Scope of Cover:

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### A) Personal Accident during working Hours only

The cover under this Policy shall apply throughout the **Entire World** as long as the employment contract with the Policyholder is in force and the insured person is a resident of Switzerland.

The cover shall take effect from the moment when the Insured Party arrives at his or her place or work and shall cease upon his or her departure from work.

### B) Personal Accident 24/7

The cover under this Policy shall apply throughout the **Entire World**, 24h per day/ 7 days per week as long as the employment contract with the Policyholder is in force and the insured person is a resident of Switzerland.

### C) Personal Accident during business travel only

The cover under this Policy shall apply throughout the **Entire World**, exclusively during Business Assignments as long as the employment contract with the Policyholder is in force, the insured person is a resident of Switzerland, and the insured person is travelling on mission on behalf of the Policyholder. The cover shall take effect from the moment when the Insured Party leaves his or her place of work or Home to leave on **Assignment** and shall cease on his or her return to home or place of work (whichever comes first). The cover is available **Twenty-Four Hours a day** throughout this duration.

### D) Business Travel Worldwide

The cover under this Policy shall apply throughout the **Entire World**, exclusively during Business Assignments, with a **maximum duration of 365 consecutive** days, carried out by the Insured Parties on behalf of the Policyholder.

The cover shall take effect from the moment when the Insured Party leaves his or her place of work or Home to leave on **Assignment** and shall cease on his or her return to home or place of work (whichever comes first). The cover is available **Twenty-Four Hours a day** throughout this duration.

The cover shall remain in effect for Insured Parties who extend their trip for personal leisure travel, for a maximum period of **fourteen (14) Days**.

### E) Business Travel abroad

The cover under this Policy shall apply throughout the **Entire World**, exclusively during Professional Assignments with a **maximum duration of 365 consecutive** days carried out by the Insured Parties on behalf of the Policyholder.

The cover shall take effect from the moment when the Insured Party leaves his or her place of work or Home to leave on **Assignment outside of his country of domicile** and shall cease on his or her return to home or place of work (whichever comes first).

The cover is available **Twenty-Four Hours a day** throughout this duration. The cover shall remain in effect for Insured Parties who extend their trip in for personal leisure travel, for a maximum period of **Fourteen (14) Days**.

**Sanction Clause:**

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No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, national law or United States of America.

**International Program Clause**

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This policy is issued in the context of the international program underwritten by the parent company of the insured with Chubb Group and will be cancelled automatically should the program be cancelled.

## Coverages and Limits

| <b>Business Travel Accident</b>  |   |   |
|--|---|---|
| <b>Coverages</b>   | <b>Maximum sums insured</b>   | <b>Scope</b>  |
| <b>A</b>   | <b>Personal Accident</b>  |   |
| <b>T&amp;Cs section III: Chubb Business Travel Accident Conditions, starting on page 19</b>          |   |   |
| <b>1</b>   | <b>Accidental death</b>   | <b>3x salary up to USD 1'500'000</b>  |
|  | <b>Accidental Death of the accompanying Spouse</b>  | <b>35'000 USD</b>   |
|  | <b>Accidental Death of an accompanying dependent Child</b>  | <b>5'000 USD</b>  |
|  |   | Worldwide   |
| <b>3</b>   | <b>Permanent Total Accidental Disability Benefit</b><br><i>(European schedule - no Excess)</i>  | <b>3x salary up to USD 1'500'000</b>  |
|  | <b>Benefit for Accidental Permanent Disability of the accompanying Spouse or an accompanying Dependent Child</b>                                | <b>35'000 USD</b>   |
|  |   | Worldwide   |
| <b>5</b>   | <b>Hospitalization longer than seven days resulting from an Accident</b>  | <b>100 USD</b> per day as from the 7th day for a maximum period of 365 days           |
|  |   | Worldwide   |
| <b>B</b>   | <b>Personal Assistance</b>  |   |
| <b>T&amp;Cs section II: Chubb Business Travel Medical Expenses + Assistance, starting on page 12</b> |   |   |
| <b>16</b>  | Emergency medical transportation  | Actual Costs  |
|  | <b>Repatriation to the Home of the Insured</b>  | <b>limited to 100'000 USD</b>   |
|  | <b>Repatriation of the body in case of death including coffin Costs</b>   | <b>Actual Costs limited to 5'000 USD</b>  |
|  |   | Worldwide   |
| <b>17</b>  | <b>Medical expenses outside the Insured Party's Home Country</b>  | Reimbursement of actual costs - no deductible   |
|  |   | Maximum of 24 consecutive months of treatment per Loss                                |
|  | Hospital cost guarantee   | 50'000 USD  |
|  |   | Outside of Insured home country   |
| <b>18</b>  | <b>Medical Costs in Switzerland</b><br>Reimbursement of costs resulting from a Hospitalisation abroad during a Business Trip Abroad - no Excess | Up to <b>10'000 USD</b> for 30 days as from the Insured Party's return to Switzerland |
|  |   | Switzerland only  |

|            |  |   |   |
|------------|--|---|---|
| <b>C</b>   | <b>Business Travel</b>   |   |   |
| <b>C1.</b> | <b>Protection for luggage and personal belongings</b>  |   |   |
|            | <b>T&amp;Cs section IV: Chubb Business Travel Baggage Conditions, starting on page 29</b>  |   |   |
| <b>22</b>  | <b>Loss, damage, theft, or destruction of personal Baggage</b><br>No Excess (only claims above 50 USD are processed)                 | <b>6'000 USD per claim</b><br><b>Annual total limit per insured: 12'000 USD</b> | Worldwide                                       |
|            | <b>Loss, damage, theft, or destruction and professional computer equipment</b><br>No Excess (only claims above 50 USD are processed) | <b>3'500 USD per claim</b><br><b>Annual total limit per insured: 7'000 USD</b>  |   |
| <b>24</b>  | <b>Loss or theft of payment cards</b>  | <b>3'500 USD</b>  | Worldwide                                       |
|            | <b>Loss or theft of keys or papers</b>   | <b>600 USD</b>  |   |
| <b>C2.</b> | <b>Travel Inconvenience Benefits</b>   |   |   |
|            | <b>T&amp;Cs section V: Chubb Business Travel Cancellation Conditions, starting on page 33</b>  |   |   |
| <b>27</b>  | <b>Travel incidents</b>  |   | Worldwide                                       |
|            | Delayed or cancelled flights or refused boarding -Excess of 4 hours  | <b>350 USD</b>  |   |
|            | Missed connection - Excess of 6 hours  | <b>350 USD</b>  |   |
|            | Delay in the delivery of Baggage - Excess of 6 hours   | <b>600 USD</b>  | Except for the usual place or work or residence |
| <b>31</b>  | <b>Cancellation or modification of a Business Trip</b>   | <b>2'500 USD per claim</b><br><b>Annual total limit per insured: 5'000 USD</b>  | Worldwide                                       |
| <b>C3.</b> | <b>Personal liability</b>  |   |   |
|            | <b>T&amp;Cs section VI: Chubb Business Personal Liability Conditions, starting on page 36</b>  |   |   |
| <b>32</b>  | <b>Personal Liability (subsidiary)</b>   |   | Abroad<br>(outside of the country of residence) |
|            | Bodily Injuries, and Property Damages:   | <b>5'000'000 USD</b>  |   |

## Policy Aggregates

### Maximum per event:

If several Insured Parties are involved in an accident during one and the same covered Event, the total amount of compensation for both Accidental Death and Accidental Permanent Disability, including the fixed-sum supplemental benefits, may not exceed **20'000'000 USD**. In the event that the cumulative covered benefits exceed this sum, the compensation shall then be reduced in proportion to the number of victims and settled proportionally according to the guaranteed benefit for each of them.

### Changes related to Exclusions:

Not applicable

### Changes related to Terms and Conditions:

Not applicable

**Premium:**

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The annual premium is **payable in Switzerland (or in the producing office – USA – by the policyholder’s head office)** and is set at:

|                   |              |
|-------------------|--------------|
| Premium:          | USD 1’579.00 |
| Swiss stamp duty: | USD 15.79    |
| Total:            | USD 1’594.79 |

The translation the Policy Schedule does not engage the liability of the Insurer beyond the terms and conditions of the Policy. In case of differences in interpretation, the version in German will prevail.

Zurich, 21.09.2022

**Chubb**

**Chubb Insurance (Switzerland) Limited**



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Mark Budil  
CFO



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Simon Zimmermann  
Global Services & Operations Manager

**Policyholder**

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## Contact us

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Chubb Assurances (Suisse) SA /  
Chubb Insurance (Switzerland) Ltd  
Bärengasse 32  
8001 Zurich  
O +41 43 456 76 00  
F +41 43 456 76 01  
info.ch@chubb.com  
chubb.com/ch

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally.

The insurance companies of Chubb serve multinational corporations, mid-size and small businesses with property and casualty insurance and services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, homeowner, automobile and other speciality insurance coverage; companies and affinity groups providing or offering accident and health insurance programs and life insurance to their employees or members; and insurers managing exposures with reinsurance coverage.

**Chubb. Insured.<sup>SM</sup>**