Legal protection insurance Small companies /

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Part B Insured legal cases

Insured legal cases

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Key points at a glance

This overview provides summary information in accordance with Art. 3 of the Federal Act on Insurance Contracts about the identity of the insurer and the material content of the insurance contract. The contracting parties' rights and obligations as agreed come into being on conclusion of the insurance contract, in particular on the basis of the application, policy, contract terms and statutory provisions.

Who is the insurance carrier?

The insurance carrier is AXA-ARAG Legal Protection Ltd., Affolternstrasse 42, 8050 Zurich (hereinafter referred to as "AXA-ARAG"), a corporation with registered office in Zurich and a subsidiary of AXA Group.

What is insured?

The insurance covers legal advice and representation through AXA-ARAG as well as the costs incurred from legal disputes, such as lawyer and court fees, the cost of expert opinions, and party costs. For additional coverage, see A4 GIC.

What risks and claims can be insured?

- The legal disputes of a small company are covered
- under criminal law, civil damages law, and insurance law;
- from contracts with employees;
- from contracts with customers and suppliers;
- in connection with operational premises;
- in connection with company vehicles;
- in the event of legal violations in the internet.

For other insured legal cases, consulting legal protection, and territorial validity, part B GIC applies.

What does the insurance not cover?

Legal disputes not listed in Part B GIC are not covered The exclusions in accordance with A5 GIC also apply.

What benefits does AXA-ARAG provide?

The insurance covers legal expenses up to the maximum amount of insurance per legal case. The maximum amount of insurance and any waiting period that may apply are specified in Part B GIC; any deductible that may apply is specified in A4.1 GIC. The cumulative maximum amount of insurance for all legal cases occured during the same insurance year is CHF 1,000,000.

How high is the premium and when is it due?

The premium, statutory fees and due date are shown in the application, the policy, and in A6.8 GIC.

What are the policyholder's main obligations?

Among other things, the policyholder must

- notify AXA immediately in the event of a legal case;
- forward all information and documents about the legal case to AXA-ARAG and follow its instructions;
- notify AXA-ARAG immediately about any changes in the information contained in the application or the policy, A6.7 GIC also applies here.

Additional obligations arise from the GIC and the Federal Act on Insurance Contracts.

When does the insurance begin and end?

The insurance coverage begins on the date shown in the policy. AXA-ARAG can reject the application up to the time when the policy is issued. The insurance is valid for the period shown in the policy. The contract renews by one year at a time unless one contracting party receives cancellation notice from the counterparty no later than 3 months before the term ends (A6 GIC).

What information does AXA-ARAG use and how?

Information about the use of data is given under "Data Protection" in A9.1 GIC.

Part A General conditions

A1 Insured persons, organizations and attributes

The insurance covers:

- A1.1 The policyholder, and his branch offices registered in Switzerland or the Principality of Liechtenstein, the partners, part-owners, trustees, directors, administrators, management board members and the internal auditors; in addition, employees, voluntary helpers, volunteer workers, seconded personnel, family members and life partners of insured persons working in the insured organizations and their working children. These are insured:
 - within the scope of their business activities;
 - as owner or condominium owner, tenant or leaseholder of company real estate;
 - as owner, purchaser, renter, rental agent, keeper, lessee, driver, pilot or passenger of insured operational vehicles;
 - as authorized driver or passenger of customer vehicles during trips of a professional nature for testing, delivery or transfer purposes.
- A1.2 The authorized drivers and passengers of vehicles registered to drive in road traffic that neither belong to the company nor are registered in the name of the company, within the scope of business journeys, as well as authorized drivers of the insured operational vehicles.
- A1.3 The eligible heirs of an insured person who dies because of an insured event.

A2 Insured operational premises and operational vehicles

The insurance covers:

- A2.1 All operational premises situated in Switzerland, the Principality of Liechtenstein or in the directly neighboring countries – incl. real property, warehouses, garages, parking spaces – and that are used by the insured company in connection with their operational activity.
- A2.2 All motor vehicles incl. trailers, all aircraft up to 5.7t takeoff weight, and all watercraft that are registrable in the name of the policyholder in Switzerland or the Principality of Liechtenstein, as well as watercraft kept in inland waters, and any replacement thereof; in addition, the third-party trailers hooked up to an insured vehicle, as well as properly registered aircraft, watercraft and road vehicles rented by an insured person or organization.

A3 Territorial and temporal validity

A3.1 The insurance is valid for legal cases whose place of jurisdiction and enforcement is in a country within the territorial scope of validity, provided that the laws of that country apply.

A3.2		rial scope of validity is shown for the insured s. The abbreviations mean the following:			
	CH/FL	Switzerland, Principality of Liechtenstein			
	CH/FL/A/D/F/I	Switzerland, Principality of Liechtenstein,			
		Austria, Germany, France, Italy			
	CH/FL/EU/EFTA	Switzerland, Principality of Liechtenstein,			
		member states of the European			
		Union / European Free Trade Association			
	World	Worldwide, incl. the US and Canada.			
	CH/FL/A/D/F/I CH/FL/EU/EFTA	Switzerland, Principality of Liechtenstei Austria, Germany, France, Italy Switzerland, Principality of Liechtenstei member states of the European Union / European Free Trade Associatio			

- A3.3 The insurance covers legal cases whose cause or triggering event and the need for legal assistance occurred during the contract term as well as after expiry of the waiting period. The cause or triggering event is deemed to have occurred on the date on which the legal provisions or contractual obligations are proven or assumed to have been violated for the first time. In the case of disputes over insurance benefits, the date of the insured event is decisive. The applicable waiting period is shown for the insured legal cases. In the case of a switch of insurance, the waiting period ceases to apply if coverage with a previous insurer would have been in effect without interruption.
- A3.4 No legal protection is granted if a legal case is notified more than 3 months after the policy is canceled. In case of a longer delay that is not the party's own fault, the legal case may be notified at a later time, as soon as the reason for the delay has ceased to apply.

A4 Benefits

A4.1 Insured benefits:

For insured legal cases, AXA-ARAG covers the following benefits up to the amounts of insurance shown in Part B:

- Legal advice by phone through AXA-ARAG's Legal Services.
- Handling of the legal case and representation through AXA-ARAG's Legal Services.
- Necessary lawyer's fees at rates customary for the location. The insured person or organization pays a 10% deductible, at minimum CHF 500, at maximum CHF 10,000. The deductible is waived if the insured person or organization chooses a legal representative recommended by AXA-ARAG.
- Amounts up to a maximum of CHF 5,000 paid in advance for a defense lawyer the insured person or organization mandates for first questioning. This advance must be refunded to AXA-ARAG in full in case of a non-appealable verdict on a premeditated felony or misdemeanor.
- The cost of expert opinions and analyses if they are incurred with the approval of AXA-ARAG or an authority. The insurance does not cover the cost of medical examinations, analyses and tests to establish if the person is fit and capable of driving.

- Court costs and other procedural costs that are billed to the insured person or organization by state courts and authorities. The insurance does not cover fees and costs of first-instance rulings by the authorities and courts, costs of notarial services, entries and deletions in public registers, as well as the cost of official authorizations, tests and permits of all kinds. In the case of penal orders and first-instance proceedings concerning the revocation of driver's or vehicle licenses, the insurance covers fees and costs up to CHF 500 per legal case.
- Indemnification of the opposing party's legal costs imposed upon the insured person or organization during the proceedings.
- The cost of interpreting and translation services if ordered by a court; in addition, the cost of mandated interpreters up to a maximum of CHF 5,000 if ordered with the approval of AXA-ARAG.
- Cost of necessary travel to court hearings abroad, up to CHF 5,000 in total.
- Arbitration court and mediator fees that are billed to the insured person or organization from proceedings approved by AXA-ARAG.
- The cost of collecting amounts owed to the insured person or organization from an insured legal case – until a certificate of shortfall or a bankruptcy notice has been obtained.
- Bail to avoid pre-trial detention. These amounts are provided only as an advance. The insured person or organization must refund the amounts that AXA-ARAG has paid at the latest when the proceedings end.

A4.2 The insurance does not cover:

- Costs to be borne by a liable party or liability insurer; the insured person or organization must refund amounts paid by AXA-ARAG.
- Fines, contractual penalties and other damages of a punitive nature.
- Damages and satisfaction.
- Fees and costs from proceedings before supranational or international courts and authorities.
- Costs for enforcing time-barred claims and claims against companies that have gone bankrupt or are under a composition proceedings.

A4.3 Special provisions:

- Following traffic accidents or offenses, AXA-ARAG waives its right to reduce compensation for grossly negligent acts. A5.3 is reserved.
- Multiple legal disputes arising from the same circumstance or cause count as a one legal case. The benefits for all insured persons and organizations per legal case are cumulated up to the guaranteed amount. The amount of insurance is paid only once, irrespective of the number of injured parties, claimants and beneficiaries.
- The same applies if AXA-ARAG covers insured persons or organizations for the same legal case under different contracts, in which case the highest agreed amount of insurance is used.

- In addition, the maximum cumulated amount of insurance of CHF 1,000,000 applies to all legal cases per policy that occur during the same insurance year.
- The amount of insurance is reduced by the agreed deductible.
- Buyout of proceedings: AXA-ARAG has the right to exempt itself from the obligation to indemnify by compensating the material interests of the dispute. Commercial interests are derived from the material amount in dispute by taking due account of procedural and collection risks.

A5 Excluded legal cases

The insurance does not cover:

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A5.1 Legal cases not listed in Part B. A5.2 Legal cases against AXA-ARAG or persons who provide services in an insured legal case. However, the insurance covers representation of the policyholder's legal interests against other AXA Group companies. A5.3 Legal cases in direct or indirect connection with a wilfully committed felony of which the insured person or organization is accused, as well as with preparations for such acts - including any consequential results that are subject to civil or administrative law. B11 is reserved. A5.4 Legal cases in connection with warranty claims arising from purchase agreements on real estate, trading in and foreclosure of real estate, and time-sharing contracts. A5.5 Legal cases arising from the field of corporate and company name law. B13 and B14 are reserved. A5.6 Legal cases in the field of intellectual property law, antitrust law, tax law, financial market supervision, in connection with money laundering and unfair competition law. B14 is reserved. A5.7 Legal cases in connection with warlike or terrorist acts, civil commotion of all types, strikes, and damage caused by radioactivity or ionizing radiation. The insurance does not cover legal cases in countries for which the Federal Department of Foreign Affairs (FDFA) has issued a travel warning, nor does it cover activities that the FDFA advises against in a particular country. A5.8 Legal cases in connection with claims and obligations from rights that are assigned or transferred to the insured person or organization. A5.9 Legal cases arising from purchasing and selling securities, holding stakes in companies or the takeover and sale of companies or parts of companies, valuations and audits of companies, stock market and futures trades, banking, financial and other investment business and sureties, as well as from unlicensed gambling and bet-

- A5.10 Legal cases between persons or organizations that are insured under the same policy. In such cases only the policyholder himself is insured.
- A5.11 Legal cases in connection with renting out vehicles as the main commercial activity.
- A5.12 Legal cases in connection with construction and work carried out by a consortium of contractors of which the policyholder is also a member.
- A5.13 Legal cases arising from activities as an architect or a construction engineer in the absence of professional liability insurance for defects in buildings and installations and pure pecuniary loss.
- A5.14 Legal cases concerning defense against contractual or statutory claims arising from bodily injury and any resulting pecuniary loss. B10 is reserved.
- A5.15 Legal cases in connection with participating in races and driving on race tracks.
- A5.16 Legal cases involving vehicles that did not have valid license plates or that the driver was not authorized to drive. However, the insurance covers those insured persons or organizations that were not or must not have been aware of the mentioned circumstances.
- A5.17 Legal cases concerning qualifying or re-qualifying for a driver license.
- A5.18 Legal cases involving a driver who again drove a vehicle while in an unfit state or under the influence of alcohol, drugs or medication and after AXA-ARAG has already granted coverage for such a case. Coverage remains in effect for the other insured persons and organizations.

A6 Contract term, premium

- A6.1 The beginning and end of the contract term are defined in the policy. The contract renews by one year at a time unless one contracting party receives cancellation notice from the counterparty no later than 3 months before the term ends.
- A6.2 If the policyholder moves its place of business abroad, the insurance ends on deregistration with the commercial register, at the latest at the end of the current insurance year.
- A6.3 If bankruptcy or composition proceedings with assignment of assets are initiated against an insured person or organization, the insurance contract ends on that date. In the case of multiple insured persons or organizations, the contract ends only for the affected person or organization.
- A6.4 The contract ends when the insured organization merges with another or if there is a legal reason for liquidating it.

- A6.5 In the event of a legal case that AXA-ARAG must indemnify, both contracting parties can terminate the insurance contract by giving written notice no later than with the last payment. Coverage ends 14 days after notice of termination to the other contracting party.
- A6.6 The premium is due in advance on the date of every insurance year shown in the contract. In the case of partial payments, AXA-ARAG can add a surcharge for every installment.
- A6.7 The policyholder must inform AXA-ARAG without delay if the AHV payroll amount exceeds CHF 200,000 or turnover exceed CHF 500,000.
- A6.8 If the premium rate changes during the contract term, AXA-ARAG must inform the policyholder no later than 25 days before the new annual premium is due. If the policyholder objects to the new premium rate, it can terminate the contract as of the end of the insurance year. The contract change is deemed to have been accepted unless notice of termination reaches AXA-ARAG by the end of the insurance year.
- A6.9 The Special Insurance Conditions (SIC) are valid only if they are shown in the policy. Exclusions under the GIC are suspended through these SIC only if this is explicitly mentioned. The SIC can be terminated separately at any time by giving 30 days' notice to the end of every insurance year.

A7 Procedure in the event of a claim, free choice of lawyer, differences of opinion

- A7.1 Notification of a legal case: AXA-ARAG must be notified immediately about any legal case for which an insured person or organization is seeking legal support or assistance. The insured person or organization must obtain AXA-ARAG's approval before taking any legal action for which it seeks coverage and before mandating a legal representative.
- A7.2 Procedure: After having notified a legal case, the insured person or organization must provide AXA-ARAG with all the necessary information and powers of attorney. After reviewing the legal situation, AXA-ARAG must discuss the next steps with the insured person or organization. AXA-ARAG then conducts negotiations with the aim of reaching an amicable settlement. If negotiations fail, AXA-ARAG decides on the next steps to take and whether taking legal action is purposeful.
- A7.3 Retaining a lawyer: AXA-ARAG decides if it is necessary to retain an external lawyer and suggests someone suitable if this is the case. The insured person or organization mandates the lawyer and grants him power of attorney. The insured person must release the lawyer from his professional secrecy obligations toward AXA-ARAG. In addition, the insured person must oblige him to keep AXA-ARAG informed about developments in the case, provide it with the information it needs and make documents available so that it can reach its decisions.

- A7.4 Free choice of lawyer: If, in view of a court or administrative procedure, it is necessary to retain an external lawyer or there is a conflict of interests, the insured person or organization has the right to retain a lawyer of its choice in agreement with AXA-ARAG. A conflict of interests constitutes situations in which the counterparty of the insured person or organization is an AXA Group company – except for AXA-ARAG – or a legal case in which AXA-ARAG must also afford coverage for the counterparty. If no agreement can be reached on which lawyer to retain, AXA-ARAG will choose one of three lawyers that the insured person or organization suggests. These may not work for the same law firm or partnership of lawyers, nor may they be connected in any other way.
- A7.5 Coverage confirmation: AXA-ARAG can define a period for its coverage confirmation, impose conditions or include restrictions, or limit it to a particular stage of proceedings or an amount. Notification by the insured person or organization to the lawyer that coverage has been confirmed does not constitute grounds for requesting debt assumption.
- A7.6 Settlements: AXA-ARAG assumes obligations arising from a settlement at its expense only if this has been agreed.
- A7.7 Counterparty's legal expenses: Compensation for proceedings and party costs that is awarded to the insured person or organization from a court or out-of-court settlement must be repaid or assigned to AXA-ARAG up to the amount it has paid.
- A7.8 Futility: If AXA-ARAG refuses to support a measure because it considers doing so to be futile, it must state its reasons in writing immediately and inform the insured person or organization of the possibility of proceedings pursuant to A7.9. In this case, the insured person or organization is responsible for observing the deadlines for any appeals, statute and limitation periods.
- A7.9 Procedure in case of differences of opinion: If opinions differ on the measures required to settle a legal case, the insured person or organization has the right to have the matter reviewed by an independent expert to be appointed jointly by the parties. Each party must advance half of the costs; the losing party ultimately bears all of the costs. Indemnification of the opposing party's legal costs is not covered. The decision is deemed to have been accepted unless the insured person or organization requests such a procedure within 20 days after receipt of the rejection. At the request of the insured person or organization or if it proves impossible to agree on an expert, the judge rather than an expert must make the decision by means of a summary procedure at the party's registered office or domicile in Switzerland.
- A7.10 Measures on own account: If the insured person or organization institutes proceedings at its own expense after the obligation to indemnify was rejected because of futility, AXA-ARAG will cover the costs incurred under the provisions of these GIC if the judgment proves to be more fa-

vorable for the insured person or organization than the outcome that AXA-ARAG had laid out in writing or the result that was reached during arbitration.

- A7.11 Prohibition of assignment: The insured person or organization is not entitled to assign claims against AXA-ARAG from this contract to third parties without the written approval of AXA-ARAG.
- A7.12 Restrictions and liability exclusions: AXA-ARAG can indemnify through an external claims adjuster or limit its payment to a reasonable part of the costs. AXA-ARAG accepts no liability of any sort in connection with choosing and mandating a lawyer or interpreter and with passing on information or transmitting payments on time.
- A7.13 Violation of information obligations and rules of conduct: If information obligations or rules of conduct are violated, AXA-ARAG can reduce or refuse its indemnity, unless the insured person or organization can prove that it was not at fault. This rule also applies to obligations outside of the claim.

A8 Sanctions

The obligation to indemnify shall lapse to the extent and for as long as amounts due under this contract are barred on account of legal sanctions relating to business, trade or finance.

A9 Data protection, applicable law, place of jurisdiction

A9.1 Data protection: AXA-ARAG has the right to obtain, process and assess (profiling) the information necessary for managing the contract and legal cases, to request relevant information from third parties, and to inspect official files. If necessary, the information can be passed on to third parties such as other participating insurers, officials, lawyers and external experts, including abroad where legally permitted. AXA-ARAG undertakes to treat the information obtained as confidential. The information must be stored for at least 10 years after the contract has ended; claims information must be stored physically or electronically for at least 10 years after the claim has been settled. The information can be deleted thereafter without further notification.

> AXA-ARAG has the right to use electronic channels such as email, fax, etc. in order to communicate with the insured person or organization and with other parties, unless they have expressly forbidden this. AXA-ARAG accepts no responsibility if unauthorized parties receive, read, forward, copy, use, or manipulate transmitted information or data of any kind.

To simplify administrative procedures and for marketing purposes, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to master data and customer profiles. A9.2 Applicable law and place of jurisdiction: This contract is subject to Swiss law. The exclusive place of jurisdiction for disputes against AXA-ARAG is the court at the party's registered office or residence in Switzerland. If the insured person is not a Swiss resident or the organization does not have its head office in Switzerland, the place of jurisdiction is Zurich. For insurance contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence in case of any discrepancies with the conditions mentioned above.

A10 Contact

- A10.1 All notifications to AXA-ARAG are legally valid if sent to the address shown in the contract.
- A10.2 AXAjur The legal advice helpline,
 - tel. +41 848 11 11 00
 - Legal advice
 - Notification of a legal case
 - Information about our insurance products and premium statements
- A10.3 MyRight.ch, your legal portal
 - Summary sheets and checklists
 - Templates and sample contracts

Part B Insured legal cases

		Territorial validity	Amount of insurance in CHF	Waiting period
1	Labor law: Disputes under labor law with employees, disputes with seconded staff, disputes with joint professional commissions (collective labor agreement).	CH/FL/EU/EFTA	600,000	90 days
2	Tenancy and leasehold law: Disputes as the tenant or leaseholder of movable property or animals; commercially used real estate.	CH/FL/EU/EFTA CH/FL/A/D/F/I	600,000 600,000	5
3	 Contracts: Contract disputes by the insured person or organization with customers, producers, suppliers, service providers, subcontractors and other business partners. Included are also procedures regarding the entry of builders' liens. For contract disputes as builder-owner, the following provision applies. 	CH/FL/EU/EFTA Worldwide	100,000 20,000	90 days 90 days
	Disputes as builder-owner over agency contract, contracts for work and services and contracts for work and materials involving new buildings, extensions and con- versions of commercially used real estate. Included are also procedures regarding the entry of builders' liens and objections against the construction project.	CH/FL/A/D/F/I	20,000	90 days
	 Contract disputes concerning company furniture and built in company installations, as well as for the maintenance of insured real estate. Contract disputes concerning the purchase, exchange, rent, lease, borrowing, repair, etc. of insured company vehicles. 	CH/FL/A/D/F/I CH/FL/EU/EFTA	100,000 100,000	·
4	 Insurance law: Disputes with private insurers; Swiss social and other public-law insurers, such as pension funds, health insurers, and building insurers. 	CH/FL/EU/EFTA CH/FL	600,000 600,000	
5	Ownership (incl. condominium property) and property law: Civil-law disputes arising from possession, ownership and other in rem rights to movable property or animals; commercially used real estate; insured company vehicles.	CH/FL/EU/EFTA CH/FL/A/D/F/I CH/FL/EU/EFTA	600,000 600,000 600,000	90 days
6	 Neighbor law: civil-law disputes with neighbors; safeguarding company interests by objecting to a planned construction project of an immediate neighbor. 	CH/FL/A/D/F/I CH/FL	600,000 600,000	,
7	Expropriation: Expropriation of land and ownership restrictions by the state that are similar to expropriation.	CH/FL/A/D/F/I	600,000	90 days
8	Vehicle tax: Disputes over vehicle tax and road pricing (such as heavy goods vehicle tax, etc.).	CH/FL/EU/EFTA	600,000	None
9	 Business trips (excluding commutes): disputes under insurance law, enforcement of liability claims; criminal and administrative procedures under traffic law following accidents or traffic violations during business trips; 	CH/FL/EU/EFTA Worldwide	600,000 20,000	None
	disputes under contract law arising from vehicle rentals, transporting persons, or in connection with accommodations.	CH/FL/EU/EFTA Worldwide	600,000 20,000	

		Territorial validi- ty	Amount of in- surance in CHF	Waiting period
10	 Civil damages law and satisfaction: enforcement of non-contractual liability claims as the injured person or organization as well as the associated criminal proceedings and crime victims compensation; subsidiarily when liability insurance does not afford coverage: defense against non-contractual liability claims involving privacy violations, property owner's liability, principal's liability, animal keeper's liability, construction owner liability, product liability, as well as general management without due authority. 	CH/FL/EU/EFTA Worldwide Worldwide	600,000 20,000 20,000	None
11	Criminal and administrative procedures: Defense in criminal and administrative procedures because of negligence offenses. In the event of allegedly premeditated offenses, subsequent compensation of costs in situations involving self-defense, emergencies or professional obligations, termina- tion of the proceedings, or acquittal. Termination of proceedings or an acquittal may in no way be associated with compensation to the plaintiff or a third party, nor may it be the result of a limitation period.	CH/FL/EU/EFTA	600,000	None
12	Permits: Proceedings over revocation, restriction or non-renewal of operating permits or licenses to exercise the profession.	CH/FL	600,000	90 days
13	Internet legal protection: Legal protection and reputation management in the event of rights violations against the insured person or organization in the internet and regarding an internet domain it has registered in Switzerland or the Principality of Liechtenstein.	CH/FL/EU/EFTA	10,000	None

14 Legal advice insurance:

AXA-ARAG grants the insured person or organization legal advice by telephone

In the insured fields of law including in non-disputed cases. This excludes the production of contracts and the general checking of contracts.

• in corporate and company law including naming rights, brand, design, copyright and patent rights, antitrust law, unfair competition law, data protection law and tax law, if Swiss or Liechtenstein law applies, up to 5 hours per insurance year.

■ in other non-insured fields of law insofar as this is possible for AXA-ARAG Legal Services.

