

# General Insurance Conditions (GIC)

## Commercial legal protection insurance /

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This is a translation. The original German version is binding and authoritative in case of a legal dispute.

# Table of contents

## Part A Common conditions

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<b>A1</b>	<b>Insured persons and organizations</b>	<b>4</b>
<b>A2</b>	<b>Insured company vehicles under motor legal protection</b>	<b>4</b>
<b>A3</b>	<b>Insured attributes</b>	<b>4</b>
<b>A4</b>	<b>Territorial and temporal validity</b>	<b>4</b>
<b>A5</b>	<b>Coverage</b>	<b>5</b>
<b>A6</b>	<b>Excluded legal cases</b>	<b>6</b>
<b>A7</b>	<b>Contract term, premium statement</b>	<b>6</b>
<b>A8</b>	<b>Procedure in the event of a claim, free choice of lawyer, differences of opinion</b>	<b>7</b>
<b>A9</b>	<b>Sanctions</b>	<b>8</b>
<b>A10</b>	<b>Data protection, applicable law, place of jurisdiction</b>	<b>8</b>
<b>A11</b>	<b>Contact</b>	<b>8</b>

## Part B Commercial legal protection, motor legal protection – basic modules

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<b>Insured legal cases:</b>	
<b>Commercial legal protection (CLP), motor legal protection (MLP)</b>	<b>9</b>

## Part C Contract legal protection – supplementary module to commercial legal protection

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<b>Insured legal cases:</b>	
<b>Contract legal protection</b>	<b>11</b>

## Part D Privacy and internet legal protection – supplementary module to commercial legal protection

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<b>Insured events and coverage:</b>	
<b>Privacy and internet legal protection</b>	<b>13</b>

# The key points at a glance

This overview informs you in accordance with Art. 3 of the Federal Act on Insurance Contracts about the material content of the insurance contract. The contracting parties' rights and obligations arise on conclusion of the insurance contract, in particular from the application, policy, contractual conditions 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 its head office in Zurich and a subsidiary of AXA Group.

## What is insured?

The insurance covers the legal advice and representation provided by AXA-ARAG, the assumption of costs from legal disputes, the fees of lawyers, courts and expert opinions, as well as party costs. For further coverage, see A5 GIC.

## What risks and claims can be insured?

The freely selectable basic modules of commercial legal protection (CLP) and motor legal protection (MLP) provide standard coverage for legal disputes by the company

- under criminal law, civil damages law, and insurance law (CLP and MLP);
- from contracts with employees (CLP);
- in connection with company real estate (CLP);
- in connection with company vehicles (CLP).

The supplementary modules for contract legal protection and privacy / internet legal protection provide coverage for disputes arising from contracts with customers and suppliers and in connection with the internet.

For additional insured legal cases and details on territorial validity, see parts B, C and D GIC.

## What does the insurance not cover?

The insurance does not cover

- the modules that are not shown in the policy and the legal disputes that are not included in the list of the respective modules under parts B, C and D GIC;
- the exclusions shown in A6 GIC.

Please note the precise scope of coverage as well as the exclusions defined in the GIC.

## What coverage does AXA-ARAG provide?

The insurance covers legal expenses up to maximum amount of insurance per legal case. The maximum amount of insurance and any waiting period that may apply are defined in B, C and D GIC; the deductible that may apply is defined in A5 GIC.

The cumulative maximum amount of insurance for all legal cases during the same insurance year is CHF 1.500.000.

## How high is the premium and when is it due?

The premium and the date when it is due are defined in the application and the policy. For information about the premium calculation, see A7.7 and A7.8 GIC.

## What are the policyholder's main obligations?

Among other things, the policyholder must

- notify AXA-ARAG 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.

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

## When does the insurance begin and end?

The insurance begins on the date shown in the application and the policy. AXA-ARAG can reject the application up to the date when it issues the policy or definitely confirms coverage.

The insurance is valid for the period shown in the policy.

The insurance contract renews by one year at a time unless it is terminated on expiry.

## What information does AXA-ARAG use and how?

AXA-ARAG processes the information it obtains from administering the contract and any claims and uses it to verify and assess the risk, manage the contract, invoice the premium on time, and handle claims correctly in case of a legal dispute. The information must be stored for at least 10 years after the contract has ended; claims data must be stored physically or electronically for at least 10 years after the claim has been settled. If necessary, the information can be passed on to third parties such as other participating insurers, officials, lawyers and external experts. 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. For details about data protection and transmission, see A10 GIC.

# General Insurance Conditions (GIC)

## Part A Common conditions

### A1 Insured persons and organizations

The insurance covers:

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- A1.1 The policyholder as well as the companies and subsidiaries shown in the policy at their respective branch offices in Switzerland or the Principality of Liechtenstein.
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- A1.2 The partners, part-owners, trustees, directors, administrators, management board members, internal auditors, association board members, executive committee members of municipalities, as well as other full-time or part-time members of official bodies of insured organizations.
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- A1.3 The employees, volunteers, pro bono staff, seconded personnel and members of the insured organizations.
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- A1.4 The insured persons' family members, life partners and their respective children who work for the insured organizations.
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- A1.5 All authorized drivers and passengers of insured company vehicles covered under motor legal protection.
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- A1.6 The eligible heirs of an insured person who dies because of an insured event.

### A2 Insured vehicles under motor legal protection

The insurance covers:

- 
- A2.1 All motor vehicles (including trailers), all aircraft (up to 5.7 t in takeoff weight), and all watercraft that are or should be registered in the policyholder's name or by companies or subsidiaries in Switzerland or the Principality of Liechtenstein, as well as watercraft kept in inland waters, and any replacement thereof.
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- A2.2 Third-party trailers that are hitched to an insured vehicle.
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- A2.3 Any properly registered aircraft, watercraft and road vehicles (incl. car sharing) that the insured person or organization rents.
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- A2.4 All other vehicles, aircraft (up to 5.7 t in takeoff weight) and watercraft shown in the policy and registered in Switzerland or the Principality of Liechtenstein, and watercraft kept in inland waters, and replacement of the above.

### A3 Insured attributes

The insurance covers:

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- A3.1 Insured persons or organizations within the scope of their operational activities.

- 
- A3.2 Insured persons or organizations in their capacity as owner, condominium owner, tenant or leaseholder of company real estate
- situated in Switzerland, the Principality of Liechtenstein, or a directly bordering country – incl. land, warehouses, garages, parking spaces – and
  - that are used exclusively by the insured company in connection with its activities.

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- A3.3 Insured persons and organizations covered under motor legal protection in their capacity as owner, renter, rental agent, keeper, lessee, driver, pilot or passenger of insured company vehicles.

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- A3.4 Insured persons covered under motor legal protection in their capacity as authorized drivers or passengers of customer vehicles during trips of a professional nature or for testing, delivery or transfer purposes.

- 
- A3.5 Other authorized individuals covered under motor legal protection who drive aircraft, watercraft and road vehicles of the insured companies.

### A4 Territorial and temporal validity

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- A4.1 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.

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- A4.2 The territorial scope of validity is shown for the insured legal cases. 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, members of the European Union/ European Free Trade Association |
| World         | Worldwide, incl. the US and Canada.  |

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- A4.3 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. Under civil damages law, the date when the damage was caused is decisive; 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.

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A4.4 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.

## A5 Coverage

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### A5.1 Insured benefits:

- AXA-ARAG grants coverage as follows for insured legal cases, up to the amounts of insurance shown under B, C and D if the respective module is included in the policy:
- Legal advice by phone through AXA-ARAG's Legal Services in the insured fields of law.
  - 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 of maximum CHF 10 000 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 initiated by an authority. The insurance does not cover the cost of medical exams, analyses and tests to establish if the person is suited for or 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 that is imposed upon the insured person or organization during the procedure.
  - The cost of interpreting and translation services if ordered by a court; furthermore, the cost of mandated interpreters of up to CHF 10,000 if ordered with the approval of AXA-ARAG.
  - Cost of necessary travels 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. B18 is reserved.

- 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.

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### A5.2 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 procedures before supranational or international courts and authorities.
- Costs for managing time-barred claims against and receivables from companies that have gone bankrupt or are under a bankruptcy moratorium. B18 is reserved.

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### A5.3 Special provisions:

- Under motor legal protection, AXA-ARAG waives its right to reduce compensation for grossly negligent acts.
- Multiple legal disputes arising from the same circumstance or cause count as a one legal case. The amounts 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 1,500,000 per policy applies to all legal cases 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.

## A6 Excluded legal cases

The insurance does not cover:

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A6.1 Legal cases that are not shown in modules B, C and D or that are not included in the selected scope of coverage under the policy.

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A6.2 Legal cases against AXA-ARAG or persons who provide services in an insured legal case. However, the insurance covers representing the policyholder's legal interests against other AXA Group companies.

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A6.3 Legal cases in direct or indirect connection with a premeditated 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. B6 is reserved.

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- A6.4 Legal cases in connection with warranty claims arising from purchase agreements on real estate, foreclosure of real estate, and time-sharing contracts (partial-use agreements).
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- A6.5 Legal cases in connection with commercial partnerships and cooperatives, relations with associations and foundations, with simple partnerships, and with responsibility claims brought against the relevant governing bodies. C2 is reserved.
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- A6.6 Legal cases arising from the field of company law. D5 is reserved.
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- A6.7 Legal cases arising from the field of intellectual property law, antitrust law, and unfair competition law; arising from the field of financial market supervision, and in connection with money laundering. B7, B17, C1, C6, C7, and C8 are reserved.
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- A6.8 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.
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- A6.9 Legal cases in connection with claims and obligations from rights that are assigned or transferred to the insured person or organization.
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- A6.10 Legal cases arising from purchasing or selling securities, holding stakes in companies, carrying out valuations and audits of companies, or from making stock market, speculative or futures trades; from other investments and sureties, as well as from any unlicensed gambling and betting.
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- A6.11 Legal cases from disputes between persons or organizations that are insured under the same policy. In such cases only the policyholder is insured.
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- A6.12 Legal cases in connection with renting out vehicles as the main commercial activity. Special conditions are reserved.
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- A6.13 Legal cases in connection with construction and work carried out by a consortium of contractors of which the policyholder is also a member.
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- A6.14 Legal cases arising from activities as an architect or a construction engineer in the absence of professional liability coverage for damages to and defects in buildings and installations and pure pecuniary losses.
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- A6.15 Legal cases concerning defense against contractual or statutory claims arising from bodily injury and any resulting financial loss. B5 is reserved.

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A6.16 Legal cases in connection with participating in races and driving on race tracks.

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A6.17 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.

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A6.18 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.

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## **A7 Contract term, premium statement**

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A7.1 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 notice from the counterparty no later than 3 months before the term ends. Notice of termination can also affect only a part (module) of the contract.

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A7.2 If the policyholder moves its head office abroad, the insurance ends on deregistration with the commercial register, at the latest at the end of the current insurance year.

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A7.3 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.

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A7.4 The contract ends when the insured organization merges with another or if there is a legally valid reason for liquidating it.

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A7.5 In the event of a legal case that AXA-ARAG must indemnify, both parties can terminate the affected module, the affected additional risk, or the whole contract by giving written notice no later than with the last payment. Coverage ends 14 days after notice of termination reaches the other party.

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A7.6 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.

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A7.7 The premium is calculated and adjusted to the principal expiration date annually based on the applicable rate. The calculation is based on the material risk circumstances, in particular the AHV payroll amount, the turnover and the number of insured company vehicles. AXA-ARAG must be notified annually two months before the principal expiration date about the AHV payroll amount, the turnover during the most recent financial year, and the number of insured company vehicles. Any new operational risks that arise during the insurance year are insured if notified by

the next principal expiration date. Future risk coverage does not include additional operations, subsidiaries and non-operational risks, for example vehicles that are not registered in the policyholder's name or with companies included in the insurance, or additional real estate.

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A7.8 If the premium rate changes during the contract term, AXA-ARAG must inform the policyholder no later than 25 days before the annual premium is due. If the policyholder objects to the new premium rate, it can terminate the contract to 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.

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A7.9 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 SICs can be terminated separately at any time by giving 30 days' notice to the end of every insurance year.

## **A8 Procedure in the event of a claim, free choice of lawyer, differences of opinion**

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A8.1 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 get AXA-ARAG's approval before taking legal action to obtain coverage or mandating a legal representative.

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A8.2 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.

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A8.3 Retaining a lawyer: AXA-ARAG decides if it is necessary to retain a 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 or organization must release him from the client-lawyer privilege vis-à-vis AXA-ARAG. In addition, the insured person or organization must obligate him to keep AXA-ARAG up to date, to provide it with the information it needs to reach its decisions, and to make the documents available.

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A8.4 Free choice of lawyer: If, in view of a court or administrative procedure, it is necessary to retain a lawyer or there is a conflict of interests, the insured person or organization has the right to retain a lawyer of its choice by first consulting 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 afford coverage also 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.

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A8.5 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.

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A8.6 Settlements: AXA-ARAG assumes obligations arising from a settlement at its expense only if this has been agreed.

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A8.7 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.

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A8.8 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, in the case of a difference of opinion, inform the insured person or organization of the possibility of proceedings. In this case, the insured person or organization is responsible for observing the deadlines for any appeals, statute and limitation periods.

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A8.9 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. Party costs are 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.

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A8.10 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 favorable 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.

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A8.11 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.



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A8.12 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 transmitting information or payments on time.

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A8.13 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.

## A9 Sanctions

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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.

## A10 Data protection, applicable law, place of jurisdiction

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A10.1 Data protection: AXA-ARAG has the right to obtain and process 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. AXA-ARAG undertakes to treat the information it obtains 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.

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.

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A10.2 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.

## A11 Contact

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A11.1 All notifications to AXA-ARAG are legally valid if sent to the address shown in the contract.

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A11.2 **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

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A11.3 **MyRight.ch, your legal online portal**

- Summary sheets and checklists
- Templates and sample contracts



## Part B

### Commercial legal protection, motor legal protection – basic modules

Insured legal cases: Commercial legal protection (CLP), Motor legal protection (MLP)	CLP	MLP	Territorial validity	Amount of insurance in CHF	Waiting period
<b>1 Labor law:</b> Disputes under labor law with employees, disputes with seconded staff, disputes with joint professional commissions (collective labor agreement).	●		CH/FL/EU/EFTA Worldwide	1,000,000 150,000	90 days 90 days
<b>2 Tenancy and leasehold law:</b> Disputes as the tenant or leaseholder of <ul style="list-style-type: none"> <li>■ movable property or animals;</li> <li>■ commercially used real estate and real estate shown in the policy in addition.</li> </ul>	●		CH/FL/EU/EFTA CH/FL/A/D/F/I	1,000,000 1,000,000	90 days 90 days
<b>3 Legal protection for landlords – if especially agreed and mentioned in the policy:</b> Disputes as landlord or lessor involving insured properties and land, such as apartments, office and commercial spaces, parking and storage spaces, etc.	●		CH/FL/A/D/F/I	150,000	90 days
<b>4 Builder-owners:</b> Disputes as builder-owner over orders, contracts for work and services and contracts for work and materials involving new buildings, extensions and conversions of company property and other real estate shown in the policy. Included are also procedures regarding the entry of builders' liens and objections against the construction project.	●		CH/FL/A/D/F/I	50,000	90 days
<b>5 Civil damages law and satisfaction:</b> <ul style="list-style-type: none"> <li>■ Enforcement of non-contractual claims as the injured person or organization as well as the associated criminal proceedings and crime victims compensation.</li> <li>■ Subsidiarily when liability insurance does not afford coverage: Defense against non-contractual claims involving privacy violations, property owner's liability, principal's liability, animal liability, construction owner liability, product liability, as well as liability arising from general management without due authority and for signing keys.</li> </ul>	●	●	CH/FL/EU/EFTA Worldwide  Worldwide	1,000,000 150,000  50,000	None None  None
<b>6 Criminal and administrative procedures:</b> Defense in criminal and administrative procedures because of negligence offenses. In the event of allegedly intentional offenses, subsequent compensation of costs in situations involving self-defense, emergencies or professional obligations, termination 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 Worldwide	1,000,000 150,000	None None
<b>7 Permits:</b> <ul style="list-style-type: none"> <li>■ Company and professional licenses: Procedures over revocations, restrictions or non-renewals.</li> <li>■ Residence permits: Procedures over non-renewals.</li> <li>■ Work permits: Criminal procedures from employing foreigners without a permit, procedures concerning administrative sanctions and cost coverage in the case of repeated violations of the Act on Foreigners.</li> </ul>	●		CH/FL  CH/FL CH/FL	1,000,000  1,000,000 1,000,000	None None None
<b>8 Insurance law:</b> Disputes with <ul style="list-style-type: none"> <li>■ private insurers;</li> <li>■ Swiss social and other public-law insurance companies, such as pension funds, healthcare insurers, and building insurers.</li> </ul>	●	●	CH/FL/EU/EFTA CH/FL	1,000,000 1,000,000	None None
<b>9 Neighbor law:</b> <ul style="list-style-type: none"> <li>■ Civil-law disputes with neighbors.</li> <li>■ Safeguarding company interests by objecting to a planned construction project of an immediate neighbor.</li> </ul>	●		CH/FL/A/D/F/I CH/ FL	1,000,000 1,000,000	90 days 90 days

Insured legal cases: Commercial legal protection (CLP), Motor legal protection (MLP)	CLP	MLP	Territorial validity	Amount of insurance in CHF	Waiting period
10 <b>Expropriation:</b> Expropriation of land and ownership restrictions by the state that are similar to expropriation.	●		CH/FL/A/D/F/I	1,000,000	90 days
11 <b>Ownership (incl. condominium property) and property law:</b> Civil-law disputes arising from ownership, property and other in rem rights to <ul style="list-style-type: none"> <li>■ movable property or animals;</li> <li>■ commercially used real estate and other real estate shown separately in the policy;</li> <li>■ insured company vehicles.</li> </ul>	●		CH/FL/EU/EFTA	1,000,000	90 days
	●		CH/FL/A/D/F/I	1,000,000	90 days
		●	CH/FL/EU/EFTA	1,000,000	None
12 <b>Furniture, installations and maintenance:</b> Disputes arising from contracts subject to the Swiss Code of Obligations – e.g. purchase, lending, work and services, leasing contracts, etc. – for moveable company items used directly by the company, for fixed company installations, as well as for the maintenance of insured real estate.	●		CH/FL/A/D/F/I	1,000,000	90 days
13 <b>Business trips (excluding commutes):</b> <ul style="list-style-type: none"> <li>■ Disputes under insurance law, enforcement of liability claims; criminal and administrative procedures under traffic law following accidents or traffic violations during business trips.</li> <li>■ Disputes under contract law arising from vehicle rentals, transporting persons, or in connection with accommodations.</li> </ul>	●	●	CH/FL/EU/EFTA Worldwide	1,000,000 150,000	None None
	●	●	CH/FL/EU/EFTA Worldwide	1,000,000 150,000	None None
14 <b>Vehicle contract law:</b> Disputes from contracts under the Code of Obligations over the purchase, exchange, rent, lease, borrowing, repair, etc. of insured company vehicles. The insurance does not cover commercial contracts with customers – except for rentals to replace customers' vehicles that are being repaired.		●	CH/FL/EU/EFTA	1,000,000	None
15 <b>Vehicle tax:</b> Disputes over vehicle tax and road pricing (such as performance-related heavy vehicle charge [LSVA]).		●	CH/FL/EU/EFTA	1,000,000	None
16 <b>Data protection:</b> <ul style="list-style-type: none"> <li>■ Civil-law disputes under the Federal Act on Data Protection concerning the right to provide information and the protection of privacy.</li> <li>■ Defense during administrative procedures concerning inquiries by the Federal Data Protection and Information Commissioner.</li> <li>■ Defense during criminal procedures because of violations of the Federal Act on Data Protection.</li> </ul>	●		CH/FL	50,000	90 days
	●		CH/FL	50,000	90 days
	●		CH/FL	50,000	90 days
17 <b>Antitrust law:</b> <ul style="list-style-type: none"> <li>■ Administrative procedure concerning notification of company mergers, defending against and asserting claims arising from obstructions to competition.</li> <li>■ Defense and active participation in investigations by the Competition Commission concerning obstructions to competition.</li> <li>■ Defense in procedures because of penal sanctions under antitrust law.</li> </ul>	●		CH/FL	50,000	90 days
	●		CH/FL	50,000	90 days
	●		CH/FL	50,000	90 days
18 <b>Debt enforcement and bankruptcy law:</b> Procedures to institute or dismiss proceedings, opposition proceedings, debt enforcement of bills, and lawsuits on the schedule of claims.	●		CH/FL	1,000,000	90 days
19 <b>Posted Workers Act:</b> <ul style="list-style-type: none"> <li>■ Disputes arising from violations against minimal working conditions and salary and from the contractor's liability for the subcontractor.</li> <li>■ Defense in procedures concerning administrative penalties and penal provisions.</li> </ul>	●		CH/FL/A/D/F/I	50,000	90 days
	●		CH/FL/A/D/F/I	50,000	90 days

## Part C

# Contract legal protection – supplementary module to commercial legal protection

Insured legal cases: Contract legal protection	Territorial validity	Amount of insurance in CHF	Waiting period
<p>1 <b>Contracts:</b> Contract disputes by the insured person or organization with customers, producers, suppliers, lenders and lessors, franchisors, licensors, service providers, subcontractors and other business partners. The insurance also covers procedures over the registration of builders' liens. In the case of contract disputes by the insured person or organization as the builder-owner, B4 applies.</p>	CH/FL/EU/EFTA worldwide	200,000 150,000	90 days 90 days
<p>2 <b>Company law (A6.11 does not apply):</b></p> <ul style="list-style-type: none"> <li>■ <b>Liability of partners of a corporation:</b> Asserting and defending against claims involving partners or directors of insured corporations concerning the reimbursement of amounts paid by the company (dividends, royalties, other profit shares or interest accrued during construction.</li> <li>■ <b>Differences arising between partners of a limited liability company or a cooperative:</b> Disputes among partners concerning non-competition clauses, obligation to pay additional contributions, acquisition/loss of membership, financial obligations, or loyalty obligations.</li> <li>■ <b>Directors' and officers' liability:</b> Disputes over liability under company law concerning members of association bodies, trustees, directors, partners of a limited liability company, and administrators of cooperatives. Insured amounts are paid only subsidiarily if the respective body has third-party liability insurance but is not covered under it.</li> <li>■ <b>Commercial register ordinance:</b> Procedures concerning blocked registers and re-entries, as well as appellate procedures against orders by the cantonal commercial registry.</li> </ul>	CH/FL/EU/EFTA	50,000	90 days
<p>3 <b>Tax law:</b> Cost of procedures before an administrative court over VAT assessments/revisions, tax assessments under cantonal tax law and under the law on direct federal tax, withholding tax, and property tax assessments.</p>	CH/FL	50,000	90 days
<p>4 <b>Consumer Information Act:</b> Defense in administrative or criminal procedures over violations of provisions on declarations of goods and services or the obligation to provide information.</p>	CH/FL	50,000	90 days
<p>5 <b>Price Supervision Act:</b> Defense in administrative procedures over abusive pricing and violations of the obligation to provide information.</p>	CH/FL	50,000	90 days
<p>6 <b>Unfair competition:</b> Defense against and claims arising from unfair competition as well as defense in criminal procedures.</p>	CH/FL/EU/EFTA	150,000	90 days
<p>7 <b>Trademark law, design law, copyright law:</b> Defending against and asserting claims arising from trademark, design or copyright law as well as the defense in criminal procedures.</p>	CH/FL/EU/EFTA	150,000	90 days
<p>8 <b>Patent law:</b> Defense against and assertion of claims under patent law, as well as defense in criminal proceedings.</p>	CH/FL/EU/EFTA	20,000	90 days
<p>9 <b>Medical service providers:</b></p> <ul style="list-style-type: none"> <li>■ <b>Performance audits:</b> Disputes with Swiss social insurance institutions over the efficiency and quality of medical services.</li> <li>■ <b>TARMED:</b> Disputes over medical services arising from existing rate agreements with Swiss social insurance providers.</li> </ul>	CH/FL	250,000	90 days

Insured legal cases: Contract legal protection	Territorial validity	Amount of insurance in CHF	Waiting period
<p>10 <b>Collection of uncontested claims arising from contracts with customers – provided this has been especially agreed and is mentioned in the policy:</b> The insurance covers the collection of claims of over CHF 500 that are due and have not been time-barred. The insured person or organization must issue the first reminder. The insurance does not cover the collection of rental fees, medical services and subscription agreements.</p>	CH/FL	50,000	90 days
<p>11 <b>Business information:</b> The insured person or organization has the right to obtain information online about the solvency of private individuals and companies in Switzerland from a provider designated by AXA-ARAG. Costs for information and services the policyholder obtains and uses that exceed the amount of CHF 200 made available by AXA-ARAG per insurance year must be settled between the provider and the policyholder directly. Any unused portion of this amount lapses when the insurance year ends. The use of services is subject to the general terms and conditions and the provider's rates, which the insured person or organization accepts by using the services. AXA-ARAG rejects liability for services by the provider to the extent that it can be excluded by law.</p>	CH/FL	200 (per year)	None

## Part D

# Privacy and internet legal protection – supplementary module to commercial legal protection

Insured events and coverage: Privacy and internet legal protection	Territorial validity	Amount of insurance in CHF	Waiting period
<p><b>1 Privacy law:</b> Violations of privacy through insults, slander and defamation in ways that third parties can discern through electronic media or content published in the press. Conclusive list of services:</p> <ul style="list-style-type: none"> <li>■ The request, under the threat of legal consequences, to refrain from launching attacks in the form of privacy violations.</li> <li>■ Lodging a criminal complaint.</li> <li>■ Enforcing claims for removal, injunctive relief, or damages against the attacker and the operator of the website or the publisher of content in the press.</li> <li>■ Defense against claims for damages.</li> <li>■ Reputation management: <ul style="list-style-type: none"> <li>– Instruction to delete or alter an entry that constitutes a privacy violation for the insured person or organization.</li> <li>– Intervention concerning websites, forums, blogs, social networks, etc.</li> <li>– Reindexing mandates following the deletion of entries that violate personal rights on the portal of the most widely used search engine (only ".ch" domain).</li> <li>– In cases involving serious privacy violations and if necessary, displacement of the relevant content from the first 30 hits in the most widely used search engine (only ".ch" domain).</li> <li>– AXA-ARAG determines the purposefulness of the procedure and mandates an external provider if necessary.</li> <li>– Reputation management is granted at the most against two parties responsible for posting content constituting a privacy violation per insurance year.</li> </ul> </li> </ul>	CH/FL/EU/EFTA	20,000	None
<p><b>2 Identity misuse:</b> Unauthorized use of identification or identity authentication elements by a third party for the purpose of involving the insured person or organization in a damaging fraudulent act. Conclusive list of services:</p> <ul style="list-style-type: none"> <li>■ Lodging a criminal complaint.</li> <li>■ Asserting claims for damages.</li> </ul>	CH/FL/EU/EFTA	20,000	None
<p><b>3 Credit card misuse:</b> Unlawful use by a third party of the insured person's or organization's credit card information for making purchases and obtaining services over the internet. Conclusive list of services:</p> <ul style="list-style-type: none"> <li>■ Lodging a criminal complaint.</li> <li>■ Asserting claims for damages.</li> </ul>	CH/FL/EU/EFTA	20,000	None
<p><b>4 Contract law:</b> Safeguarding interests under civil law in connection with contractual disputes with internet providers over internet access, with credit card companies with head office in Switzerland or the Principality of Liechtenstein in connection with credit card misuse, and with operators of free internet platforms in connection with the use thereof.</p>	CH/FL/EU/EFTA	20,000	None
<p><b>5 Internet domain:</b> Disputes involving domains the insured person or organization has registered in Switzerland or the Principality of Liechtenstein.</p>	CH/FL	20,000	None

