

General Insurance Conditions (GIC) /

Legal protection insurance BASIC/OPTIMA

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

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All terms referring to persons, such as policyholder, insured, lawyers, etc., refer to persons of both genders.

The key points at a glance

What are the types of insurance?	<p>Legal protection for private individuals includes three forms of insurance:</p> <ul style="list-style-type: none">– personal legal protection insurance;– traffic legal protection insurance;– internet legal protection insurance. <p>Personal and traffic legal protection insurance are available in the product options BASIC and OPTIMA.</p> <ul style="list-style-type: none">– BASIC insurance is the low-price version that covers the essential risks.– OPTIMA insurance offers full basic coverage plus a choice of additional modules with extended coverage. <p>Please refer to the application or your policy for details about which type of insurance has been concluded.</p>
Who is the insurance carrier?	<p>The insurance company is AXA-ARAG Legal Protection Ltd (hereinafter referred to as "AXA-ARAG"), a stock corporation with its registered office in Zurich and a subsidiary of AXA.</p>
Who is insured?	<p>Every legal protection insurance policy from AXA-ARAG can be designed to cover individuals or families. Please refer to your application or policy for details about which persons are included in your insurance (A2).</p>
What protection does the insurance offer?	<p>Personal legal protection insurance (B1–3)</p> <p>The insurance covers private individuals against legal disputes, in particular in the capacity as employee, consumer, animal keeper or sportsperson. The insurance covers private individuals also in their capacity as owner or tenant of the properties specified in the application or policy.</p> <p>Legal disputes in the capacity as landlord of rented property (legal protection for landlords, F1–3) are only covered by special agreement.</p> <p>Traffic legal protection insurance (C1–3)</p> <p>The insurance covers legal disputes of individuals in traffic, namely as keeper, driver or passenger of motor vehicles and watercraft.</p> <p>Internet legal protection insurance (D1–6)</p> <p>There is coverage for legal disputes as a private internet user.</p> <p>Extended coverage under OPTIMA insurance</p> <p>Amounts of insurance can be increased and additional risks can be added by special agreement (E1–5).</p>
What does the insurance cover?	<p>The insurance covers legal advice and representation in all insured legal cases (B2, C2, D4, E3 and F2) as well as the cost of legal disputes and procedures incurred from the services of lawyers, courts and experts.</p> <p>The costs granted are limited to the amount of insurance specified in the application or the policy (A5, D3 and E2–3). Under BASIC insurance, the deductible for all costs incurred externally, such as the fees of self-employed attorneys or courts, in general comes to 15% per legal case, at minimum CHF 2,000. No deductible applies if AXA-ARAG processes the case (A6.2).</p>

What are the exclusions?	<p>The insurance in general excludes the following, namely</p> <ul style="list-style-type: none"> – defense against non-contractual claims for damages; – disputes among insured persons and against AXA-ARAG. <p>Other exclusions are defined under A7, B3, C3, D5, E4 and F3.</p> <p>BASIC insurance also excludes</p> <ul style="list-style-type: none"> – disputes with social insurers, such as health insurance funds, accident insurers and the AHV and IV, etc., (B3.20); – disputes that fall under vehicle contract law (e.g. vehicle sales).
Where is the insurance valid?	<p>Coverage under BASIC insurance is restricted to the territorial scope of Switzerland and its neighboring countries (A9).</p> <p>In the case of OPTIMA insurance, coverage is valid worldwide (A9).</p>
When does free choice of lawyer apply?	<p>The insured person has the right to appoint a lawyer of his choice if</p> <ul style="list-style-type: none"> – a legal representative must be retained in connection with court or administrative proceedings (monopoly of lawyers); – there is a conflict of interests, i.e. when both parties involved are insured with AXA-ARAG or the dispute involves other AXA Group companies (A11.4).
What applies with respect to premium payments?	<p>The premium and due dates are defined in the policy. Federal stamp duty and any installment fees that may apply are added to the premium amount (A14).</p> <p>AXA-ARAG has the right to amend the contract if the premiums change. In this case the policyholder has the right to terminate the contract (A15).</p>
What other obligations does the policyholder have?	<p>The policyholder must, in particular, inform AXA-ARAG immediately (A10 and A16) if</p> <ul style="list-style-type: none"> – a legal case has occurred; – insurable risks (additional persons, properties) are added or removed. <p>The indemnity can be reduced or refused if the rules governing information and conduct are violated.</p>
When does the contract / coverage start and end?	<p>The contract starts on the date specified in the policy. AXA-ARAG can reject the application in writing up to the time when the policy is issued. The contract is valid for the period specified in the policy. On expiry, the contract renews automatically for one year at a time unless one of the contracting parties terminates it by giving 3 months' written notice (A12).</p> <p>Insurance coverage is valid for legal cases that occur during the contract term and after any waiting period that may apply expires. A legal case constitutes a basic occurrence and the consequent need for legal protection (A8).</p>

What data does AXA-ARAG process and how?

While negotiating and managing the contract, AXA-ARAG obtains

- client data (name, address, date of birth, gender, nationality, banking details, etc.), stored in electronic client files;
- application data (information on the risk to be insured, answers to the questions in the application, reports by experts, data on the claims experience from the previous insurer, etc.), filed in the policy files;
- contract data (contract term, insured risks and indemnities, etc.), stored in contract administration systems such as physical policy files and electronic risk databases;
- payment data (dates on which premiums are received, outstanding amounts, reminders, credit balances, etc.), stored in debt collection databases;
- claims data (loss reports, investigation reports, invoices, etc.), stored in physical claims files and electronic claims application systems.

This data is needed in order to review and assess the risk, manage the contract, collect the premiums on time and process the damage correctly in case of a loss event. The data must be stored for at least ten years after a contract has ended; claims data must be stored for at least ten years after a claim has been settled.

AXA-ARAG undertakes to treat all the information it receives as confidential.

AXA-ARAG authorized to

- obtain and process the data necessary for handling its contracts and claims. If necessary, the data may be exchanged with third parties involved in the contract, such as reinsurers and other participating insurers, as well as with pledge holders, authorities, lawyers and external experts. Information may also be passed on to other liable third parties and their liability insurers in order to enforce recourse claims;
- pass on data for the purpose of discovering or preventing insurance fraud;
- inform third parties (e.g. the relevant authorities) to whom insurance coverage has been confirmed if the insurance is suspended, amended or terminated;
- request relevant data from external providers in order to verify the creditworthiness of the client.

To simplify administrative procedures, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to master data and basic contract data (excluding health data), claims summaries, and client profiles. Such data can also be used for marketing purposes and commercial communication. If you do not want to receive this marketing information you can notify us at 0800 809 809 (AXA 24-hour phone).

Please refer to the application, the policy, and the General Insurance Conditions for additional information.

A Common provisions

A1

Scope of insurance

The policy defines which type of insurance and which modules have been concluded. For information about the scope of insurance, please refer to the policy, these GIC and any Special Insurance Provisions (SIP) that may apply.

A2

Policyholder and co-insured persons

- 1 Depending on what has been agreed, coverage is valid only for the policyholder (individual insurance) or for the policyholder and his family (family insurance).
- 2 Family refers to
 - 21 the spouse or registered partner of the policyholder;
 - 22 the non-registered life partner, provided this person shares the household with the policyholder;
 - 23 their children and others sharing the household, provided they are unmarried and below the age of 20;
 - 24 their children above the age of 20, provided they are unmarried and not employed, at the most up to the age of 30.
- 3 The following persons are covered only **under OPTIMA** insurance:
 - 31 other persons specified by name in the policy, provided that they live with the policyholder in the same household or return regularly to the joint household on weekends (incl. their children as defined in A2.23 and A2.24);
 - 32 employees and auxiliaries of the insured persons for legal cases that arise while rendering services for the insured privately for pay or for free. However, they are not insured on the way to or from work.
 - 33 underage children who are temporarily in the custody of an insured person if a legal case occurs while the insured person provides custody. The insurance does not cover children if custody is being provided in connection with a professional activity or a youth group.

A3

Definition of territories

This GIP uses descriptions that refer to the following territories:

- 1 "Switzerland" also includes the Principality of Liechtenstein;
- 2 "Europe" includes Switzerland, the EU member states, and the EFTA member states;
- 3 "Worldwide" includes all countries other than those listed in A3.2.

A4

Coverage

In the insured legal cases, AXA-ARAG assumes the following services and costs up to the amount of insurance specified in the policy.

1 Insured services

- 11 The **processing of** legal cases and **representation** by AXA-ARAG;
- 12 **Legal advice:** Providing information in all insured areas of law and preventive advice in connection with contracts. Legal advice is provided exclusively by AXA-ARAG;

2 Insured costs

- 21 **Lawyer fees** for a legal representative mandated in agreement with AXA-ARAG and its prior approval of the fees;
- 22 The cost of necessary **expert opinions** that were obtained with the approval of AXA-ARAG or a court;
- 23 The **cost of proceedings** by government courts or authorities billed to the insured person, except for the cost of first-instance rulings;
- 24 Compensation to the **opposing party** for its legal expenses imposed on the insured person by a court;
- 25 **Debt collection costs** of the claims owed to the insured person under an insured legal dispute – until a certificate of shortfall or a bankruptcy notice has been obtained;
- 26 **Bail** to avoid pre-trial detention. These amounts are paid to the insured person in the form of an advance and must be repaid;
- 27 **Arbitration court or mediator** fees that are billed to the insured person from proceedings approved by AXA-ARAG.

3 Additional costs covered under OPTIMA insurance

- 31 The **cost of proceedings** from first-instance rulings of up to CHF 500 per legal case and insurance year;
- 32 **Right of immediate access to a lawyer:** Advance payment of up to CHF 5,000 for criminal defense lawyer who was mandated by the insured person for first appearance procedures;
- 33 **Interpreter fees** of up to CHF 5,000 for legal cases relating to incidents abroad;
- 34 **Loss of earnings** of up to CHF 5,000 due to interrogation by authorities, provided that such amounts are documented;
- 35 Necessary **travel expenses** of up to CHF 5,000 for trips to court hearings abroad.

4 For both types of insurance, coverage does not include

- 41 fines, contractual penalties and other damages of a punitive nature;
- 42 damages and satisfaction;
- 43 costs that have to be borne by a liable party or a liability insurer. The insured person must refund any amounts of this kind that AXA-ARAG has paid.

- 44 public notification fees, entries into and deletions from public registers, permits and authorizations of all kinds;
- 45 the cost of medical exams, analyses and tests to establish if a person is capable of driving;
- 46 the fees and costs of proceedings by supranational or international courts and authorities;
- 47 the cost of taking legal action that seems futile from a legal or factual perspective, from time-barred claims and from claims against overindebted trading companies.

5 Threshold of amount in dispute

If, as an exception, a maximum amount in dispute has been defined, coverage of costs arising from legal cases with a higher amount in dispute is prorated. The definitive amount in dispute is calculated based on the total claim amount, including any counterclaims, and not based on the amount from any partial claims.

6 Buyout of proceedings

AXA-ARAG has the right to exempt itself from the obligation to indemnify by compensating the commercial interests of the dispute.

A5

Amounts of insurance

- 1 Unless other provisions apply, AXA-ARAG will assume the following maximum costs per legal case:
 - 2 Under **BASIC insurance**, up to
 - 21 CHF 300,000 for personal and traffic legal protection;
 - 22 CHF 50,000 for bail;
 - 23 CHF 500 for legal advice per legal case or insurance year.
 - 3 Under **OPTIMA insurance**, up to
 - 31 CHF 600,000 for personal and traffic legal protection in Europe;
 - 32 CHF 100,000 for personal and traffic legal protection worldwide, for bail and legal protection for landlords;
 - 33 CHF 1,000 for legal advice per legal case or insurance year.
- 4 The services of AXA-ARAG are based on an hourly rate of CHF 200.
- 5 Multiple legal disputes arising from the same cause, or from the same or from a directly or an indirectly related event, constitute a single legal case.
- 6 For each legal case, the benefits paid for all insured persons are cumulated up to the amount of insurance. The amount of insurance is paid only once. Moreover, a maximum cumulated amount of CHF 1 million applies to the total of all legal cases per policy occurred in the same insurance year.
- 7 If several legal protection insurance policies are in effect for the same legal case, AXA-ARAG covers only the prorated amount that exceeds the extended coverage.

A6

Minimum amount in dispute and deductible

- 1 For amounts of up to CHF 300 in dispute in civil proceedings, the insurance covers only one instance of legal advice from AXA-ARAG.

- 2 Only for **BASIC insurance**: The deductible in general amounts to 15% per legal case, at least CHF 2,000. The insured person must pay the amount in advance. No deductible applies to services by AXA-ARAG in accordance with A4.1.

A7

General exclusions

- 1 The insurance does not cover safeguarding the insured person's legal interests
 - 11 from the areas that are not listed as insured;
 - 12 against AXA-ARAG and against lawyers and experts mandated in an insured legal case. However, the insurance does cover the safeguarding of legal interests against other AXA Group companies;
 - 13 in direct or indirect connection with criminal acts of which the insured person is accused during criminal proceedings – including the consequences that fall under civil or administrative law;
 - 14 when defending against non-contractual claims for damages and satisfaction by third parties – except in cases where the liability insurer rejects coverage. A7.13 is reserved;
 - 15 in connection with war, warlike or terrorist events, civil commotion of all types, and in connection with damage caused by radioactivity or ionizing radiation;
 - 16 in connection with claims and obligations that have been assigned to the insured person or transferred due to inheritance law or in some other way.
- 2 The insurance does not cover safeguarding the insured person's legal interests in the case of privacy violations
 - 21 that the insured person caused of his or her own accord through a provocation – even if he had been provoked previously;
 - 22 by persons who provoked the insured person already during the last 6 months prior to the start of the insurance;
 - 23 in connection with a political or religious activity.
- 3 The insurance does not cover legal disputes among persons insured under this contract, except for representation of the policyholder's legal interests against other persons insured under this contract.
- 4 The insurance does not cover legal disputes arising from trips to countries for which the Federal Department of Foreign Affairs (FDFA) has issued a travel warning nor does it cover the consequences of activities that the FDFA advises against in a particular country.

A8

Temporal scope of coverage

- 1 The insurance covers a legal case whose cause or triggering event, together with the need for legal protection, fall within the contract term under which the risk in question is covered – at the earliest after the waiting period has ended.
 - 2 The cause or triggering event is deemed to have occurred:
 - 21 **Under civil damages law / law on assistance to victims of criminal acts:** When the damage is caused;
 - 22 **Under criminal and administrative law:** On the date of the actual or alleged violation of statutory provisions;
 - 23 **Insurance law:** When the insured event occurs; in the case of bodily injury, at the onset of the circumstances that constitute grounds for compensation, e.g. an accident or incapacity for work;

24 **In all other cases:** When legal provisions or contractual obligations are violated or allegedly violated for the first time.

3 **Waiting period:** A **3-month** waiting period applies from the date when this contract comes into effect or new coverage and risks are included. The insurance does not cover legal cases that occur during the waiting period.

The waiting period does not apply

31 to legal cases that fall under criminal and administrative law; under civil damages, crime victims compensation and insurance law; and under traffic legal protection;

32 in connection with contracts concluded after the insurance started;

33 in case of a seamless change of insurance when the previous insurer would have had to provide coverage.

4 **Notification period:** No legal protection is granted if AXA-ARAG is informed of the legal case more than three months after the policy was canceled. In case of a substantial 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.

A9

Territorial scope

1 Unless other provisions apply, the territorial scope is as follows:

11 **Under BASIC insurance:** Switzerland and the countries bordering it directly;

12 **Under OPTIMA insurance:** Switzerland, Europe, worldwide.

2 The insurance covers legal disputes if the following applies cumulatively in the same country:

- The courts in that country have jurisdiction over those legal disputes,
- the law of that country applies, and
- the judgment can be executed.

In Europe it is sufficient if all the conditions are met cumulatively within the European states.

A10

Notification of a legal case

1 A legal case for which an insured person is seeking to file a claim must be notified to AXA-ARAG immediately.

2 The insured person must obtain the approval of AXA-ARAG before seeking to institute legal proceedings for which coverage is sought or before retaining a legal representative.

A11

Processing a legal case

1 **Cooperation:** After having notified a legal case, the insured person must provide AXA-ARAG with all the necessary information and powers of attorney.

2 **Procedure:** After having examined the legal situation, AXA-ARAG will discuss the next steps with the insured person. AXA-ARAG will conduct the negotiations for the insured person with a view to reaching an amicable settlement. If negotiations fail, AXA-ARAG will decide on the next steps to take and determine the adequacy of instituting proceedings.

3 **Retaining a lawyer:** AXA-ARAG decides on whether or not it is necessary to retain a lawyer.

31 AXA-ARAG will recommend a suitable lawyer to the insured person.

32 The insured person mandates and grants its power of attorney to the lawyer. The insured person releases the lawyer from the client-lawyer privilege vis-à-vis AXA-ARAG. Furthermore, the insured person obligates him to keep it current about developments in the case and, in particular, to provide it with the necessary information and documents so that it can reach its decisions.

4 **Free choice of lawyer:** The insured person has the right, with the approval of AXA-ARAG, to mandate a lawyer of his choice if

41 legal representation is mandatory in connection with court or administrative proceedings (monopoly of lawyers);

42 there is a conflict of interests, i.e. the insured person's counterparty is an AXA Group company – except for AXA-ARAG – or AXA-ARAG must provide insurance coverage for the counterparty as well.

43 If no agreement can be reached on who to mandate as the legal representative, AXA-ARAG will choose one of the three legal representatives the insured person suggests. These may not work for the same law firm or partnership of lawyers or be connected in any way.

5 **Commitment to provide cost coverage:** AXA-ARAG can limit the period in accordance with A4.2, impose conditions or provisions, stipulate only a stage of the proceedings, or restrict the amount of its commitment to provide cost coverage. The insured person's notification to the lawyer that a commitment to provide cost coverage has been provided does not constitute a request for debt assumption.

6 **Settlements:** AXA-ARAG will assume obligations arising from a settlement at its expenses only if it has given its prior approval.

7 **Counterparty's legal expenses:** Compensation for court fees and legal protection that is awarded to the insured person from a court or out-of-court settlement must be assigned to AXA-ARAG up to the amount it has paid.

8 **Futility:** If AXA-ARAG refuses to indemnify because it considers such a measure to be futile, it must state the reason for its decision in writing without delay and, in the case of a difference of opinion, inform the insured person of the possibility of instituting proceedings (A11.9). In this case, the insured person is responsible for observing the deadlines for any appeals, statute, and limitation periods.

9 **Procedure in case of differences of opinion:** If there are differences of opinion on the measures that are required to settle a legal dispute, the insured person has the right to have the matter assessed by an independent expert to be appointed jointly by the parties. The parties must each advance half of the costs; the party losing the dispute must eventually assume all costs. No counterparty's legal expenses will be awarded. Unless the insured requests such a measure within 20 days of having received the rejection, the decision is deemed to have been accepted. At the insured person's request or if it proves impossible to reach an agreement on the expert, a judge rather than an expert must make the decision by means of summary proceedings at one of the party's Swiss registered office or domicile respectively.

10 **Measures on own account:** If the insured person institutes proceedings at his own expense after the obligation to indemnify was rejected because of futility, AXA-ARAG will cover the costs incurred under the provisions of this GIC if the judgment proves to be more favorable for the insured person than the outcome which AXA-ARAG had laid out in writing or the result achieved from arbitration proceedings.

11 **Restrictions and liability exclusions:** Outside of Europe, 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 for the choice of and mandate for a lawyer or interpreter nor for any delayed information or late payments.

A12

Contract term

- 1 Commencement and end of the contract term are specified in the policy.
- 2 The contract implicitly extends at the end of this term for one year at a time unless one of the contracting parties received notice on the policy no later than three months before the end of the term. Notice of termination can also expressly apply to only a part (module) of the contract.
- 3 If the policyholder relocates abroad, the insurance ends when he deregisters with the registry office, at the latest on expiry of the current insurance year. This provision applies to any coinsured parties correspondingly.

A13

Termination in the event of a legal case

- 1 If an insured legal case occurs for which AXA-ARAG must indemnify, either contracting party can terminate the contract in writing at the latest after the final payment has been made. Notice of termination can also expressly apply to only a part (module) of the contract.
- 2 Insurance coverage ends 14 days after notice of termination reaches the other party.

A14

Premiums

- 1 The premium and due dates are specified in the policy. The premium is due annually in advance on the date specified in the contract.
- 2 If the premium is paid in installments, AXA-ARAG can add a surcharge to each payment.

A15

Premium adjustments

- 1 If the premium changes during the contract term, AXA-ARAG must inform the policyholder about the new premium no later than 25 days before the annual premium becomes due.
- 2 If the policyholder objects to the change, he can terminate the contract to the end of the insurance year.
- 3 The contract change is deemed to have been accepted unless AXA-ARAG receives notice of termination by the end of the insurance year.

A16

Information obligation and rules of conduct

- 1 The policyholder must notify AXA-ARAG immediately if any of the information in the policy changes.
- 2 Additional information obligations and rules of conduct are defined in A10 and A11.
- 3 If any information obligations or rules of conduct are violated, AXA-ARAG can reduce or refuse compensation, unless the insured can prove that he was not at fault.

A17

Notifications

- 1 All notification sent to AXA-ARAG is legally binding if sent to the address that appears in the contract.
- 2 Notification by AXA-ARAG to the policyholder and the insured is legally binding if sent to the address in Switzerland most recently provided in writing.

A18**Data protection**

- 1 AXA-ARAG is authorized to
 - obtain and process the data it needs in order to manage the contract and settle legal cases;
 - obtain relevant information from third parties;
 - inspect official documents.

If necessary for settling a legal case, data may also be forwarded to third parties involved in the case and abroad. AXA-ARAG undertakes to treat all the information it receives as confidential.

- 2 AXA-ARAG has the right to use electronic communication media such as email, fax, etc. to communicate with the insured and other parties, unless the insured expressly prohibits this. AXA-ARAG accepts no responsibility if unauthorized parties receive, read, forward, copy, use, or manipulate transmitted information or data of any kind.

A19**Applicable law and place of jurisdiction**

- 1 This contract is subject to Swiss law. In the case of insurance contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence if they differ from the provisions laid out above.
- 2 The exclusive place of jurisdiction for disputes brought 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, the place of jurisdiction is Zurich.

A 20**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.

B Personal legal protection

B1

Insured persons and properties

- 1 Depending on the type of insurance that was chosen, the insured person is covered in the capacity as
 - 11 private individual;
 - 12 driver, owner or keeper of a bicycle, moped or an e-bike, a device similar to a vehicle (without engine), a watercraft, or an aircraft (without engine);
 - 13 pedestrian or vehicle passenger;
 - 14 member of a Swiss authority or of the Swiss army, the civil defense service or of a fire department.

- 2 The insurance covers the following in all disputes involving **properties and plots of land**:

- 21 The residential address in Switzerland as shown in the policy.

Under **OPTIMA insurance**, coverage also includes

- 22 rooms, apartments, garage space and properties in Switzerland that an insured person has rented or leased exclusively for his own use;
- 23 condominium apartments, single-family homes and vacation homes in Switzerland that an insured person owns exclusively for his own use;
- 24 other built property in Switzerland as shown in the policy;
- 25 vacation apartments and homes that an insured person rents in Switzerland or abroad for his own use.

- 3 If, besides the insured person, other co-owners or owners (e.g. condominium owners) are involved in a dispute over an uninsured property, AXA-ARAG will cover the prorated cost. The portion is calculated based on the value of the insured person's co-ownership share.

B2

Insured legal cases

- 1 The insurance covers the insured person's legal representation in the following conclusive list of fields:
 - 11 **Civil damages law**: Disputes that arise when asserting statutory liability claims, provided they are based exclusively on non-contractual liability provisions; B2.13, 14 and 22 are reserved;
 - 12 **Criminal law**: In criminal or administrative proceedings against an insured person accused of a negligent violation of statutory provisions. If the insured person is accused of intentionally committing a crime, the insurance retroactively covers costs of up to CHF 100,000. However, this applies only if the insured person is fully acquitted of the accusation of intent in a non-appealable judgment, the proceedings are definitively closed, or a state of a legitimate act in a situation of necessity or legitimate self-defense has been established in a non-appealable judgment. Discontinuation of the proceedings or acquittal may in no way relate to compensation to the plaintiff or a third party. AXA-ARAG can pay advance compensation of up to CHF 10,000 if it believes that the circumstances will result in termination of the proceedings or that the accused will in all likelihood be acquitted. Any wrongfully obtained advance payments must be repaid;

- 13 **Crime victims compensation**: Disputes arising from asserting claims for crime victims compensation under the Federal Victims Assistance Act;

- 14 **Patient law**: Disputes as a patient if the place of jurisdiction and place of enforcement is in Switzerland;

- 15 **Insurance law**: Disputes with private or Swiss public-law insurance institutions and pension funds; B3.20 is reserved;

- 16 **Labor law**: In connection with disputes as an employee under a private and public-law employment relationship; B2.23 and B3.19 are reserved;

- 17 **Tenancy law and lease law**: Disputes arising from rental agreements and leases on movable property and animals and as the tenant or leaseholder of properties;

- 18 **Lending law**: In disputes arising from written loan, credit and mortgage contracts;

- 19 **Other contract law**: Disputes arising from contracts; outside of Europe, the maximum amount in dispute is CHF 20,000; B1.2 and B2.14-18 are reserved;

- 20 **Property law**: Civil-law disputes arising from ownership, property and other rights in rem;

- 21 **Neighbor law**: Civil-law disputes under neighbor law; objections against construction projects are not insured;

- 22 **Law of persons, family law, and inheritance law**: The insurance covers legal advice for legal cases involving the law of persons and family law – except divorce law – and inheritance law, provided that Swiss law applies.

Under **OPTIMA insurance**, coverage also includes

- 23 **Labor law**: In the case of disputes as the employer of domestic staff and as a general manager or executive board member that arise from employment relationships, up to a disputed amount of CHF 100,000;

- 24 **Divorce law**: Legal advice in connection with separation and divorce, provided that Swiss law applies. The same insured persons are eligible only once for legal advice per legal case and insurance year;

- 25 **Patient law**: Disputes as a patient in emergencies abroad.

B3

Exclusions

- 1 The insurance does not cover safeguarding the insured person's legal interests

- 11 from mandates as a director or trustee;

- 12 in connection with business partnerships, cooperatives, and associations; with ordinary partnerships and with responsibility claims against the relevant governing bodies;

- 13 from buying and selling securities, from holdings in companies, from asset management and stock exchange transactions, from betting and gambling, from speculative and forward transactions, from other related or similar financial transactions and investments, and in connection with money laundering; B2.18 is reserved;

- 14 under intellectual property right law and antitrust law, and under the law on unfair competition; E3.4 is reserved;

- 15 in connection with undeveloped plots of land, with warranty claims from purchase agreements on properties and land, and in connection with new buildings or conversions if a permit is required for a part of such a project; E3.6 and E3.7 are reserved;

- 16 as the owner, keeper, driver, buyer, borrower, or renter of motor vehicles (except mopeds and e-bikes), engine-powered watercraft and aircraft, and gliders;
- 17 in the field of public building, planning, and expropriation law; E3.7 and E3.8 are reserved;
- 18 in connection with any form of self-employed professional activity or occupation; E3.5 is reserved.

Under **BASIC insurance**, coverage also includes

- 19 safeguarding the insured person's legal interests arising from employment relationships as the general manager and executive board member;
- 20 disputes with public-law insurance institutions and pension funds.

C Traffic legal protection

C1

Insured persons and vehicles

- 1 The insurance covers the insured person in the capacity as
- 11 driver and passenger of a registered road vehicle and in private and commercial situations;
- 12 private owner, keeper or lessee of a road vehicle registered in his name in Switzerland;
- 13 pedestrian or passenger of a public or private means of transportation.
- 14 In addition, the insurance covers third parties in the capacity as driver or passenger of a road vehicle that is registered in the insured person's name in Switzerland.

Under **OPTIMA insurance**, coverage also includes the insured person in the capacity as

- 15 private owner, keeper or lessee of a watercraft that is registered in the insured person's name and based in Switzerland;
- 16 driver of a registered rail vehicle or watercraft;
- 17 private renter of a registered road vehicle or watercraft;
- 18 In addition, the insurance covers third parties in the capacity as driver or passenger of a watercraft that is registered in the name of the insured person in Switzerland.

C2

Insured legal cases

- 1 The insurance covers the insured person's legal representation in the following conclusive list of fields:
- 11 **Civil damages law:** Disputes that arise when statutory liability claims are asserted, provided such claims are based exclusively on non-contractual liability provisions; C2.13 and 19 are reserved;
- 12 **Criminal law:** In criminal or administrative proceedings against an insured person accused of a negligent violation of statutory provisions. If the insured person is accused of intentionally committing a crime, the insurance retroactively covers costs of up to CHF 100,000. However, this applies only if the insured person is fully acquitted of the accusation of intent in a non-appealable judgment, the proceedings are definitively closed, or a state of a legitimate act in a situation of necessity or legitimate self-defense has been established in a non-appealable judgment. Discontinuation of the proceedings or acquittal may in no way relate to compensation to the plaintiff or a third party. AXA-ARAG can pay advance compensation of up to CHF 10,000 if it believes that the circumstances will result in termination of the proceedings or that the accused will in all likelihood be acquitted. Any wrongfully obtained advance payments must be repaid.
- 13 **Crime victims compensation:** Disputes arising from asserting claims for crime victims compensation under the Federal Victims Assistance Act.
- 14 **Insurance law:** Disputes with private or Swiss public-law insurance institutions and pension funds;
- 15 **Revocation of license:** Proceedings relating to revoked drivers licenses or vehicle registrations;
- 16 **Taxation:** Disputes over vehicles taxes.

Under **OPTIMA insurance**, coverage also includes

- 17 **Contract law:** Disputes arising from contracts about vehicles; excluded are contracts the insured person enters into for commercial reasons;
- 18 **Property law:** Civil-law disputes arising from the ownership and possession of vehicles.
- 19 **Patient law:** Disputes as a patient in emergencies.

C3

Exclusions

The insurance does not cover safeguarding the insured person's legal interests

- 1 in disputes arising from active participation in races and competitive driving events of all types;
- 2 if the driver was not authorized to drive the vehicle. However, the insurance does cover an insured person who did not know or could not have known about this;
- 3 if he repeatedly drives a vehicle while intoxicated or under the influence of medicines or drugs. Coverage remains in effect for the other insured persons;
- 4 in disputes over qualifying or re-qualifying for a driver's license;
- 5 when he grossly exceeds the speed limit, which means
 - by at least 40 kph in a 30 kph zone;
 - by at least 50 kph in a 50 kph zone;
 - by at least 60 kph in an 80 kph zone;
 - by at least 80 kph in a zone where the speed limit is above 80 kph.

D Internet legal protection

D1

Insured persons

Coverage includes persons in the capacity as private internet users in accordance with A2.

D2

Coverage

1 The insurance provides coverage in accordance with A4. The deductible as defined in A6.2 does not apply.

2 Reputation management

In addition, the insurance covers costs of up to CHF 5,000 that AXA-ARAG or an expert acting on its instructions incurs through reputation management.

21 Reputation management includes

- instructions to delete or change an entry that constitutes a privacy violation for the insured person;
- intervention in connection with websites, forums, blogs, social networks, etc.;
- reindexing mandates following the deletion of entries that violate personal rights on the portal of the leading search engine (only .ch domain);
- displacement of relevant content, as necessary, from the first 30 hits in the most widely used search engine (only .ch domain) in cases involving serious privacy violations.

22 AXA-ARAG determines the most suitable approach and the applicable internet portal.

23 Per insurance year, coverage for reputation management is granted at maximum against two parties responsible for posting content that violates privacy.

3 Legal protection

In amendment of A4, safeguarding the insured person's legal interests includes the following conclusive list of measures:

31 The request, under the threat of legal consequences, to refrain from launching attacks in the form of privacy violations;

32 Lodging a criminal complaint;

33 Enforcing claims for removal, injunctive relief, or damages against attackers and website operators in cases that constitute privacy violations;

34 Defending against claims for damages; criminal defense under copyright law;

35 Safeguarding civil-law interests in connection with contractual disputes.

D3

Amounts of insurance

In amendment of A5, AXA-ARAG assumes the following maximum costs per legal case or insurance year:

- CHF 5,000 under privacy law and in connection with online contracts;
- CHF 10,000 in the other fields.

Higher amounts of insurance from concluded personal legal protection insurance and traffic legal protection insurance take precedence.

D4

Insured legal cases

1 The insurance covers the insured person's legal representation in the following conclusive list of fields:

11 **Privacy law:** Violations of his privacy through insults, slander and defamation in ways that third parties can discern on electronic media;

12 **Identity misuse:** Unauthorized use of the person's ID elements or identity authentication elements by a third party with the intention of committing fraud at the expense of the insured person;

13 **Credit card misuse:** Unlawful use of the person's credit card in connection with the internet;

14 **Copyright:** Negligent violation of copyrights in connection with the internet;

15 Contract law: Disputes arising from

- contracts with internet providers concerning internet access;
- contracts with Swiss credit card companies in connection with credit card misuse;
- contracts with operators of free internet platforms in connection with their use.
- Online contracts up to a disputed amount of CHF 5,000 that the insured person concludes as a consumer.

D5

Exclusions

In addition to the exclusions defined in A7, the following are not covered:

- privacy violations in print media, television, radio and in their electronic channels;
- financial and investment business.

D6

Territorial scope

In amendment of A9, coverage applies:

- under privacy and copyright law in Switzerland and its directly neighboring countries;
- worldwide in the event of disputes arising from online contracts;
- in the other areas in Europe.

E Extended coverage under OPTIMA insurance

The following extended coverage applies by special agreement:

E1

Insured persons and vehicles

Supplementing C1, the insured person is also covered in the capacity as

- 1 private owner and keeper of aircraft with a takeoff weight of up to 5.7 tons that is registered and in his name and kept in Switzerland;
- 2 pilot of a registered aircraft.

E2

Coverage and premiums

Supplementing and amending A4 and A5, the following provisions apply to all insured legal cases:

- 1 The amounts of insurance are
 - 11 CHF 1,000,000 for personal and traffic legal protection in Europe;
 - 12 CHF 150,000 for personal and traffic legal protection worldwide;
 - 13 CHF 100,000 for bail and legal protection for landlords;
 - 14 CHF 2,000 for legal advice per legal case or insurance year.
- 2 Compensation in case of gross negligence: AXA-ARAG waives its right to reduce compensation in connection with grossly negligent acts.

E3

Insured legal cases

In addition to B2 and C2, the insurance covers the insured person's legal representation in the following conclusive list of fields:

- 1 **Privacy law:** For disputes as the victim of a privacy violation – except on the internet – up to CHF 5,000 per legal case and insurance year. In disputes between the same parties, the insured is eligible for the payment only once;
- 2 **Marriage law and registered partnerships:** In the case of legal problems under marriage law or in a registered partnership, the insurance can be selected to cover either the cost of mediation as mandated by a court or the cost of a joint legal representative to draft a separation or divorce agreement, up to CHF 3,000. The same parties are eligible for the amount only once. The obligation to indemnify ends if the parties no longer share the same household when the waiting period ends;
- 3 **Inheritance law:** In the case of disputes under inheritance law, up to CHF 3,000. In disputes between the same parties, the insured is eligible for the payment only once;
- 4 **Copyright:** In amendment of B3.14, the insurance pays up to CHF 3,000 per legal case and insurance year for disputes arising from copyright law – except if they involve the internet;

- 5 **Independent side jobs:** In amendment of B3.18, the insurance pays up to CHF 5,000 per legal case and insurance year for contractual disputes arising from independent side jobs, provided that annual sales are less than CHF 12,000;
- 6 **Construction contract law:** In amendment of B3.15, the insurance pays up to CHF 10,000 per legal case and insurance year for disputes arising from an order, work and services contract for annexes to existing buildings and conversions by the insured person that require a permit. The insurance covers only the residential address specified in the policy or the future primary residence in Switzerland;
- 7 **Public construction law:** In amendment of B2.21 and B3.17, the insurance pays up to CHF 10,000 for objections against construction projects by the policyholder or against a neighbor that borders the property directly. The insurance covers only the residential address specified in the policy or the future primary residence in Switzerland;
- 8 **Expropriation:** Disputes from formal and material expropriation by the state, up to CHF 10,000;
- 9 **Insurance law:** In amendment of A8.23, the insurance pays up to CHF 50,000 per legal case for disputes in connection with congenital defects or if insurance entitlements from prior health impairments are reduced or cease.

E4

Exclusions

In addition to the exclusions defined in A7, B3 and C3, the insurance does not cover privacy and copyright violations that occur on the internet.

E5

Temporal scope of coverage

- 1 Supplementing A8.2, a legal case is deemed to have occurred:
- 11 **Construction contract law:** When construction begins;
- 12 **Marriage law:** On separation or divorce if a request for marriage protection measures has been submitted or the joint household has been discontinued. The earlier date applies; the same principle applies in the case of a registered partnership;
- 13 **Inheritance law:** On death of the testator.
- 2 The waiting period under marriage law (E3.2) is 12 months, or 6 months for the other forms of supplementary coverage in accordance with E3.

F Legal protection for landlords

In the case of **OPTIMA insurance**, the policyholder can, supplementing B2.17, take out insurance as the landlord or lessor of properties.

F1 Insured rental property

The insurance covers the rented or leased property as specified in the policy.

F2 Insured legal cases

- 1 In addition to the fields listed in B2, the insurance covers:
- 11 **Tenancy law and lease law:** Disputes in the capacity as landlord or lessor arising from tenant or leasehold contracts.

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F3 Exclusions

In addition to the cases mentioned in A7 and B3, the insurance does not cover safeguarding the insured person's legal interests:

- 1 as lessor from agricultural leasehold agreements;
- 2 if he files a legal case only after conciliation or summary proceedings have been concluded.

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