

General Insurance Conditions (GIC)

Version 2021

Our legal protection insurance for companies provides you with advice and support in relation to legal issues and disputes. Building on your commercial and motor legal protection, you will be able to flexibly structure your legal protection to meet the needs of your company and ensure optimal protection.



A – General Part

Important information that applies to your legal protection insurance.



B – Commercial legal protection

Legal issues and disputes in connection with employees, commercial properties, permits, insurances, and other matters concerning your company.

Legal protection for landlords (B.3)

Supplementary coverage to commercial legal protection. Legal issues and disputes as landlord or lessor of insured properties.

C – Contract legal protection

Legal issues and disputes in connection with your customers, suppliers, and other business partners.

D – Personality and internet legal protection

Legal issues and disputes in connection with violations of your personality and with cybercrime.

Debt collection legal protection (C.3)

Supplementary coverage to contract legal protection. Support with collecting outstanding payments from your customers.



E – Motor legal protection

Legal issues and disputes in connection with vehicles, business travel, and traffic violations.



A - General Part

This General Part contains important information that applies to all legal protection insurance.

A1 – Who is your insurer?

AXA-ARAG Legal Protection Ltd (referred to below as "we," "us" or "AXA-ARAG"). Our registered office is at Affolternstrasse 42, 8050 Zurich, and we are a subsidiary of AXA Insurance Ltd.

A2 – Who is insured?

- You as policyholder
- All companies and subsidiaries named in the policy, respectively with their branches with registered offices in Switzerland or the Principality of Liechtenstein
- Partners, associates, foundation board members
- Members of boards of directors and executive boards (including associations), municipal executives as well as other members of authorities and administration employees
- Employees, volunteers, voluntary workers, temporary personnel and members of the insured organizations

The persons indicated above are insured within the framework of their business activities (including business travel). If an insured dies as a result of an insured event, the bereaved parties may use the legal protection insurance in connection with this death. No other transfer of claims against us is permitted.

*Insurance protection for insured properties or vehicles is dealt with in "**Commercial legal protection**" and in "**Motor legal protection**".*

A3 – Where is your coverage valid?

For insured legal cases, you can see in which countries you are insured (territorial scope). You are covered if the territorial scope includes the place of jurisdiction, the place of enforcement, and the applicable law.

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/UK/EU/EFTA: Switzerland, Principality of Liechtenstein, United Kingdom, member states of the European Union, member states of the European Free Trade Association
- Worldwide

A4 – When are you insured?

If the triggering event and the need for legal protection arise during the period of coverage and under the condition of notification of the case during this period or no later than three months following termination of the insurance contract.

The triggering event is defined as the first actual or alleged breach of law or breach of contract. Any deviations with respect to the insured legal cases are listed under "What you should know."

A5 – What is insured?

- The insurance covers legal cases that are defined as insured in these General Insurance Conditions. Your policy lists the legal protection modules you purchased.
- Special Insurance Conditions (SIC) are valid if they are specified in the policy.
- In insured cases, we cover the costs of the services listed below up to the sums insured for the insured legal cases specified in "What you should know." The hourly rate charged for services provided by our Legal Services is CHF 200. You need our prior consent for any coverage of external costs.
- If any other legal persons or organizations are also involved in a dispute in addition to you, we cover the costs on a proportional basis.
- Multiple legal cases arising from the same cause and/or the same triggering event, or which are related to such cause or event, are considered to constitute a single legal case. The benefits of every insured person or organization are cumulated per legal case, and the sum insured is paid at most just once.
- If, in a legal case, different contracts with us provide insurance protection, the highest agreed sum applies.
- For all legal cases that are processed under the same policy and occur in the same insurance year, a total sum insured of no more than CHF 1,500,000 applies.

We cover the costs of the following services:	What you should know.
Legal advice for and processing of your legal case	<ul style="list-style-type: none"> • Our lawyers, legal experts and other specialists examine the legal situation, give you advice, and negotiate in your interest. • We also support you with useful tips, even in cases that are not insured.
Involvement of an external lawyer	<p>In some legal cases, it is advisable to involve an external lawyer. If we consider this to be necessary, we will recommend a suitable lawyer to you.</p> <p>You are free to choose your own lawyer in the following three cases:</p> <ul style="list-style-type: none"> • For court or administrative proceedings where a lawyer must be used. • If your opposing party is an AXA Group company (other than AXA-ARAG). • If the legal case involved is one in which AXA-ARAG must also provide coverage to your opposing party. <p>If we reject the lawyer you selected, you can suggest three further lawyers. They may not belong to the same law office. We are obliged to accept one of these three suggestions.</p> <p>If you choose one of the lawyers recommended by us, we will cover the full amount of their fees. If you yourself choose a lawyer, you will have to pay a deductible of 10%, at a minimum of CHF 500 and a maximum of CHF 10,000.</p> <p>We cover the costs of an external lawyer within the scope of the confirmation of coverage issued, and in accordance with local rates. Our confirmations of coverage may be issued with restrictions, conditions, or requirements.</p>
Expert reports	<ul style="list-style-type: none"> • If an assessment by a specialist is required or is ordered by a court. • The costs of medical examinations, analyses, and tests to establish if a person is fit to drive and capable of driving, are excluded.
Proceedings before state courts and authorities	<ul style="list-style-type: none"> • We cover the costs of the proceedings. • We cover the costs relating to a summary penalty order or order from the driver vehicle licensing office up to CHF 500 per legal case. We do not pay fines. • Proceedings before supranational or international courts (e.g. the European Court of Human Rights) and authorities are not covered.
Legal expenses and counterparty's legal expenses	<ul style="list-style-type: none"> • If a court obligates you to compensate the counterparty for its legal expenses and lawyer fees, we cover these costs. • If legal expenses and counterparty's legal expenses are awarded to you, you must refund or assign these expenses to us up to the amount of the benefits we have already paid.
Mediation and arbitration proceedings	<p>These costs are covered by us if the particular proceeding was agreed to in writing prior to commencement of the legal case or is provided for by law.</p>
Immediate right to an attorney	<p>We pay an advance of up to CHF 10,000 for a criminal defense lawyer who you retain for the first examination hearing. If, on final sentencing, you are convicted of a felony or misdemeanor committed with intent, then you are obliged to reimburse us in full for these advance payments.</p>

We cover the costs of the following services:	What you should know.
Bail	In order to avoid pretrial detention, you may apply to us for an advance for bail. The advance you receive must be repaid to us prior to the conclusion of the legal case.
Translations	<ul style="list-style-type: none"> • We will cover all the costs for an interpreter ordered by a court. • In all other cases, we will cover the costs for an interpreter up to CHF 10,000.
Travel expenses	In the case of trials abroad, we cover up to CHF 5,000 for any necessary costs.
Collection (e.g. debt collection proceedings)	We cover the costs for the collection of the amount due from an insured legal case until a certificate of shortfall or a bankruptcy notice has been obtained. The insurance also covers the proceedings set out under B2.15.

A6 – What is not insured?

The insurance does not cover legal cases and benefits in connection with:

- legal issues and disputes that are not specified as being insured, or are excluded.
- claims, debts, and liabilities that were assigned to you or assumed by you, or any that were transferred to you in some other way.
- time-barred claims or receivables due from companies that are insolvent or are under a moratorium on debt enforcement.
- defense against non-contractual claims for damages and pain and suffering as well as contractual claims for damages arising from bodily injury that are directed to you. In these cases, you will be able to depend on your liability insurance. The insurance covers the legal cases listed under B2.4.
- felonies, including speeding violations, of which you are accused in a criminal proceeding, and the legal consequences from it.
- taking part in races and driving on race tracks.
- driving a vehicle if the driver was ineligible to drive or repeatedly drove a vehicle while intoxicated or under the influence of medications or drugs. However, the insurance only covers the insured persons who were unaware or could not have been aware of this.
- warranty claims (i.e. defects) under real estate purchase agreements.
- foreclosure of real estate and time-sharing agreements.
- commercial rental of motor vehicles as main business. Special agreements remain reserved.
- activity of an architect or civil engineer if there is no professional liability insurance with coverage for construction and installation defects as well as pure pecuniary loss.
- relationships involving companies, cooperatives, associations and foundations, ordinary partnerships, as well as liability claims against the relevant governing bodies. The insurance covers the legal cases specified under C2.2.
- construction and work that is carried out by a group of several companies of which you are a member (consortiums).
- agreements with respect to the participation in or takeover of companies, the valuation and auditing of companies, the purchase and sale of securities and crypto currencies, other financial, speculative and investment transactions, guarantees, unlicensed gambling and betting, as well as money-laundering and disputes with the Financial Market Supervisory Authority.
- the law on business names (i.e. right to the use of the name of your company). The insurance covers the legal cases listed under D2.5.
- AXA-ARAG, its employees, or the persons engaged in a legal case. The insurance covers safeguarding your interests relative to other companies of the AXA Group.
- disputes between persons or organizations insured under the same policy. In such a case, coverage is provided only for the policyholder.
- war, warlike occurrences, and unrest of any kind (e.g. demonstrations, strikes, or riots).
- loss or damage due to radioactive or ionizing radiation.
- benefits under this contract that are prevented due to economic, trade, or financial sanctions (e.g. UN sanctions).
- costs for which a liable person or a liability insurer is responsible.
- fines, contractual penalties, and other costs of a punitive nature (e.g. penalty taxes).
- compensation for damages and pain and suffering.
- costs of public notarizations (e.g. costs of notaries), entries in and deletions from public registers, as well as costs for inspections and permits.

A7 – How do we process your legal case together?

- Notify us immediately as soon as you need legal assistance. Send us all the documents relating to the legal case (e.g. contracts, correspondence, fine orders, summonses, and rulings), and provide us with all the necessary information as well as powers of attorney.
- You will be advised and represented by our legal experts. If it is necessary to retain an external lawyer, we will help you to select one, and we will cover the costs incurred within the scope of the confirmation of coverage that was issued. In connection with your legal case, you must release the lawyer you retained from attorney-client privilege in relation to us, and require the lawyer to keep us updated about the case. In addition, you must provide us with the information we require to make our decisions and provide us with documentation.
- Obtain our consent before you retain a lawyer, commence court proceedings, or conclude a settlement for which we should cover costs or accept other obligations.
- If you are in breach of any duties to provide information or any rules of conduct, we may reduce or deny benefits. We will not do so if, under the circumstances, the breach was beyond your control or if you can prove that the legal case did not arise as a result of it and that the amount of the benefits owed was not affected.
- Instead of the insured benefits, we may pay all or part of the amount in dispute to you (buyout of claim). In this case, we take into consideration your risk of litigation and collection risk. In addition, we can have the benefits paid through an external service provider (e.g. lawyer).
- We accept no liability either for the choice and engagement of a lawyer or for the choice and engagement of an interpreter. Furthermore, we accept no liability for the prompt communication of information or transfer of cash payments.

A8 – What happens if there are differences of opinion?

- A difference of opinion arises if we consider a legal case to be futile or if you do not agree with us about the measures for dealing with your legal case. In this event, you have the right to have the prospects of success assessed by an independent expert to be designated jointly. Within 20 days of receiving our letter setting out the reasons, you must ask us in writing to initiate dispute resolution proceedings; if we do not hear from you, you will be deemed to have waived this option. Please note that in such cases, you are responsible for meeting the deadlines in your legal case.
- If you request dispute resolution proceedings, we must each pay one half of the costs in advance, and the costs will ultimately be borne by the unsuccessful party. In these proceedings, no legal expenses are awarded to the opposing party.

A9 – What applies if you amend or terminate your contract?

- The policy specifies the term that was agreed. The contract renews automatically for one year at a time unless one of the two contracting parties receives notice of termination no later than three months prior to the end of the term. Notice of termination may also explicitly affect only one part of the contract (e.g. one module).
- You have the option of withdrawing from your contract with us within 14 days of your consent. This deadline will be met if you communicate your cancellation to us in writing or electronically (e.g. by e-mail).
- Either of the contracting parties may terminate the contract in the event of a legal case. If an insured legal case occurs for which AXA-ARAG must indemnify, either contracting party may terminate the contract in writing at the latest when the final payment is made. Notice of termination may also explicitly affect only one part of the contract. Coverage ends 14 days after notice of termination is communicated to the other contracting party.
- The Special Insurance Conditions (SIC) may be terminated separately at any time by giving 30 days' notice to the end of any insurance year.
- The insurance ends upon deletion from the commercial register. If you relocate your registered office abroad, the insurance will terminate at the end of the insurance year at the latest.
- The contract ends if you merge with another organization or a legal reason arises that justifies termination.

A10 – What you need to know about your premium.

- The premium and its due date are specified in the policy. The premium is payable in advance. If the premium is paid in installments, we add a surcharge to each installment payment.
- The premium is calculated and adjusted annually as of the principal due date (i.e. at the beginning of each new insurance year). The basis for calculation of the premium is the AHV/AVS payroll amount, turnover, number of license plates of insured company-owned and non-company owned vehicles, and additional real estate not used for operations. We must be notified of this basis of calculation every year two months prior to the principal due date. If the basis for calculation contained in the policy has not changed, you do not need to notify us and the premium will remain the same.
- Any new operational risks that arise during the insurance year are insured if notified by the next principal due date. Additional companies and subsidiaries as well as non-operational risks such as non-company owned vehicles or additional real estate not used for operations are excluded from this contingent insurance.
- If the premium rate changes, we will notify you no later than 25 days prior to the due date of the annual premium. If you do not agree to the new premium, you may terminate the contract as of the end of the insurance year. If we do not receive notice of termination from you by the end of the insurance year, the contract amendment will be deemed to have been accepted. You have no right to terminate the contract if there are adjustments to the premium due to changes to the basis of calculation (e.g. turnover, AHV/AVS payroll amount), discounts, or statutory duties.

A11 – What law applies and where is the place of jurisdiction?

- This contract is subject to Swiss law. For contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence if they differ from these General Insurance Conditions (GIC).
- The exclusive place of jurisdiction for disputes against AXA-ARAG is the Swiss court at our registered office or at your domicile in Switzerland or Liechtenstein. If you do not have a domicile in Switzerland or Liechtenstein, Zurich is deemed to be the place of jurisdiction.

A12 – What applies in connection with data protection?

- During the quotation phase, the contract term, and the processing of your legal case, we collect and process your customer data, application, contract and payment data, and data relating to your legal case(s). We need this data to examine and assess the risk, manage your contract, and process your legal cases correctly.
- Your data is saved or stored in electronic form and/or in physical files. This data must be stored for at least ten years following termination of the contract; data on legal cases must be stored for at least ten years following settlement of your legal case. We store the personal data received in connection with declined quotations or applications not accepted for five years from the date of issue, and use this data to improve our products and offerings and to provide you with additional tailored product recommendations. We delete the data on expiry of the relevant retention periods. We undertake to treat the information received as confidential.
- We may obtain and process the data required to manage the contract and process any legal cases, and we may create customer profiles. If necessary, data is exchanged with involved offices and parties (e.g. other participating insurers, authorities, lawyers, and opposing parties). The data may also be sent outside of Switzerland for these purposes.
- If necessary to process the legal case, we may obtain information from relevant parties and authorities, and we may inspect official documents. For the purpose of assessing your creditworthiness, we may also obtain credit rating information from external providers.
- Information may also be shared for the purpose of uncovering or preventing insurance fraud.
- We may communicate with you and other involved parties or organizations and transmit data via electronic communication media (e.g. by e-mail). If you would not like us to do so, you must expressly prohibit us from communicating via electronic media. We accept no responsibility if unauthorized parties receive, read, forward, copy, use, or manipulate transmitted information or data of any kind.
- To simplify administrative procedures, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to master data, basic contract data, claims summaries, and customer profiles. This data is also used for marketing purposes (e.g. advertisements). If you prefer not to receive advertisements from us, you can notify us at 0800 809 809 (AXA 24-hour helpline). Mutual access to data relating to legal cases and claims is excluded.



B - Commercial legal protection

Your protection for legal issues and disputes in connection with employees, commercial properties, permits, insurances, and other matters concerning your company.

B1 – What is important?

The insurance covers:

- properties (including land, storage areas, garages, parking spaces) that your company uses exclusively and in connection with your business activities and which are located in Switzerland or the Principality of Liechtenstein, even if they are not mentioned in the policy.
- Additional properties in Switzerland or the Principality of Liechtenstein not used by you exclusively or not used for operations, provided that they are specified in the policy.
- You, as owner (including condominium owner), tenant or lessee of the insured properties. The insureds and insured organizations are set out under "A2 – Who is insured?"
- All vehicles (such as bicycles and e-bikes) used for operations that do not need to be registered in Switzerland or the Principality of Liechtenstein, which belong to you or the co-insured companies or subsidiaries.

For issues and disputes

- with customers, suppliers, as well as other business partners, you need **"contract legal protection"**.
- in connection with motor vehicles that must be registered, you need **"motor legal protection"**.

B2 – What is insured?

	Which cases are insured?	What you should know.								
B2.1	<p>Labor law: Disputes as employer</p> <ul style="list-style-type: none"> • with employees, temporary personnel, and with professional commissions pursuant to collective employment agreements (CEA). • due to violations of minimum working and wage conditions and in relation to liability of the primary contractor for subcontractors. • in connection with your defense in proceedings concerning administrative penalties and criminal law provisions. 	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL/UK/EU/EFTA</td> <td>1,000,000</td> </tr> <tr> <td>Worldwide</td> <td>150,000</td> </tr> <tr> <td>CH/FL/A/D/F/I</td> <td>150,000</td> </tr> <tr> <td>CH/FL/A/D/F/I</td> <td>150,000</td> </tr> </table>	CH/FL/UK/EU/EFTA	1,000,000	Worldwide	150,000	CH/FL/A/D/F/I	150,000	CH/FL/A/D/F/I	150,000
CH/FL/UK/EU/EFTA	1,000,000									
Worldwide	150,000									
CH/FL/A/D/F/I	150,000									
CH/FL/A/D/F/I	150,000									
B2.2	<p>Tenancy and leasehold law: Legal disputes as tenant or lessee of</p> <ul style="list-style-type: none"> • real estate used for operations and other real estate also listed in the policy. • movable property (e.g. furniture, machinery) or animals. 	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL</td> <td>1,000,000</td> </tr> <tr> <td>CH/FL/UK/EU/EFTA</td> <td>1,000,000</td> </tr> </table>	CH/FL	1,000,000	CH/FL/UK/EU/EFTA	1,000,000				
CH/FL	1,000,000									
CH/FL/UK/EU/EFTA	1,000,000									
B2.3	<p>Construction owners: Legal disputes as construction owner arising from agency contracts, contracts for work and services, and contracts for work and materials for new builds, extensions, and conversions of company properties and other properties listed in the policy. Also included are procedures that relate to the registration of builders' liens and objections against the construction project.</p>	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL</td> <td>150,000</td> </tr> </table> <p>The amount of the construction costs is not limited.</p>	CH/FL	150,000						
CH/FL	150,000									

	Which cases are insured?	What you should know.						
B2.4	<p>Compensation for damages and pain and suffering:</p> <ul style="list-style-type: none"> Enforcement of your non-contractual claims for damages as the injured party or organization, and associated criminal proceedings and compensation for victims of crimes If your liability insurance does not provide any coverage (i.e. on a subsidiary basis): Defense against non-contractual liability claims involving violation of personal rights, liability as property owner, as principal, as animal keeper, liability as owner of a construction, product liability, and liability for agency without authority (e.g. acting in emergency situations) 	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL/UK/EU/EFTA</td> <td>1,000,000</td> </tr> <tr> <td>Worldwide</td> <td>150,000</td> </tr> </table> <p>The loss or damage must have been caused during the period of coverage.</p> <table> <tr> <td>Worldwide</td> <td>150,000</td> </tr> </table>	CH/FL/UK/EU/EFTA	1,000,000	Worldwide	150,000	Worldwide	150,000
CH/FL/UK/EU/EFTA	1,000,000							
Worldwide	150,000							
Worldwide	150,000							
B2.5	<p>Criminal and administrative proceedings:</p> <p>Defense in criminal and administrative proceedings in the case of negligence offenses (something that happened unintentionally). If you are accused of an intentional offense, we will subsequently reimburse you for costs incurred in situations involving self-defense, emergencies, or professional obligations, discontinuation of proceedings, or acquittal. The discontinuation of proceedings or acquittal may not be associated with compensation to the criminal claimant or to others, or be due to the statute of limitations.</p>	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL/UK/EU/EFTA</td> <td>1,000,000</td> </tr> <tr> <td>Worldwide</td> <td>150,000</td> </tr> </table>	CH/FL/UK/EU/EFTA	1,000,000	Worldwide	150,000		
CH/FL/UK/EU/EFTA	1,000,000							
Worldwide	150,000							
B2.6	<p>Permits:</p> <ul style="list-style-type: none"> Operating or professional licenses: proceedings relating to revocation, restriction or non-renewal Residence permits of insureds: proceedings relating to non-renewal Work permits of insureds: criminal proceedings due to employment of foreign nationals without permits and proceedings relating to administrative sanctions (e.g. rejection of permits) 	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL</td> <td>1,000,000</td> </tr> </table> <p>Work permits: In the event of repeated violations of the Foreign Nationals and Integration Act, only the costs of the proceedings are insured.</p>	CH/FL	1,000,000				
CH/FL	1,000,000							
B2.7	<p>Insurance law:</p> <p>Disputes with</p> <ul style="list-style-type: none"> Private insurance providers Swiss social and other public-law insurance providers, such as pension funds, health insurance providers, and building insurance providers 	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL/UK/EU/EFTA</td> <td>1,000,000</td> </tr> <tr> <td>CH/FL</td> <td>1,000,000</td> </tr> </table> <p>The event (e.g. accident, onset of incapacity for work due to illness) that substantiates the entitlement to benefits must have occurred for the first time during the period of coverage.</p>	CH/FL/UK/EU/EFTA	1,000,000	CH/FL	1,000,000		
CH/FL/UK/EU/EFTA	1,000,000							
CH/FL	1,000,000							
B2.8	<p>Neighbor law:</p> <ul style="list-style-type: none"> Private law disputes with neighbors (e.g. noise complaints) Objections against construction projects of immediate neighbors 	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL</td> <td>1,000,000</td> </tr> </table>	CH/FL	1,000,000				
CH/FL	1,000,000							
B2.9	<p>Expropriation:</p> <p>Expropriation of properties and equivalent restrictions on ownership by the state</p>	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL</td> <td>1,000,000</td> </tr> </table>	CH/FL	1,000,000				
CH/FL	1,000,000							
B2.10	<p>Ownership (including condominium ownership) and property law:</p> <p>Property law disputes relating to</p> <ul style="list-style-type: none"> properties used for operations and other properties also additionally listed in the policy movable property (e.g. furniture) or animals 	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL</td> <td>1,000,000</td> </tr> <tr> <td>CH/FL/UK/EU/EFTA</td> <td>1,000,000</td> </tr> </table>	CH/FL	1,000,000	CH/FL/UK/EU/EFTA	1,000,000		
CH/FL	1,000,000							
CH/FL/UK/EU/EFTA	1,000,000							

	Which cases are insured?	What you should know.
B2.11	<p>Furniture, fixtures, property maintenance, and vehicles without number plates:</p> <p>Contract disputes (e.g. purchase, loan, works or leasing agreements) relating to</p> <ul style="list-style-type: none"> • movable company objects (e.g. furniture) • company vehicles without number plates (e.g. bicycles) • built-in operating equipment (e.g. machines) • the maintenance of your properties used for operations and other properties also listed in the policy 	<p>Sum insured in CHF:</p> <p>CH/FL/A/D/F/I 1,000,000</p> <p>CH/FL 1,000,000</p>
B2.12	<p>Business trips and travel (not including commutes to and from work)</p> <ul style="list-style-type: none"> • Insurance disputes, enforcement of your non-contractual claims for damages as injured party • Criminal or administrative proceedings based on traffic law following accidents or traffic violations that occur during business trips or travel • Disputes under contract law arising from vehicle rentals, people transportation, or in connection with accommodation 	<p>Sum insured in CHF:</p> <p>CH/FL/UK/EU/EFTA 1,000,000</p> <p>Worldwide 150,000</p> <ul style="list-style-type: none"> • Occasional business trips using a private vehicle are also insured. • Insurance law: The event (e.g. traffic accident, onset of incapacity for work) that substantiates the entitlement to benefits must have occurred for the first time during the period of coverage.
B2.13	<p>Data protection:</p> <ul style="list-style-type: none"> • Private law disputes based on the Data Protection Act relating to the right to information and the protection of your personality • Defense in administrative proceedings relating to investigations in connection with data breaches • Defense in criminal proceedings based on violations of the Data Protection Act 	<p>Sum insured in CHF:</p> <p>CH/FL/UK/EU/EFTA 150,000</p>
B2.14	<p>Antitrust law:</p> <p>Disputes in connection with:</p> <ul style="list-style-type: none"> • Defense against and enforcement of non-contractual claims for damages arising from the obstruction of competition • Notification of company mergers as an involved company • Defense in investigations by antitrust authorities • Representation of your interests before the antitrust authorities in the case of restrictions on competition by competitors • Defense in proceedings regarding criminal sanctions under antitrust law 	<p>Sum insured in CHF:</p> <p>CH/FL 150,000</p>
B2.15	<p>Debt enforcement and bankruptcy law:</p> <p>In insured legal cases, we represent your interests in:</p> <ul style="list-style-type: none"> • Proceedings to set aside the objection • Proceedings of an action for a negative declaration • Procedures regarding a freezing order • Opposition proceedings 	<p>Sum insured in CHF:</p> <p>CH/FL 1,000,000</p>

B3 – Supplementary coverage for landlords

This supplementary coverage may be taken out to enhance commercial legal protection. In addition to coverage for the legal cases mentioned above, you are then also insured as the landlord of the properties listed in your policy as "rented."

	Which cases are insured?	What you should know.
B3.1	<p>Disputes as landlord respectively lessor arising from rental and lease agreements with respect to insured properties and land (e.g. apartments, office and commercial premises, parking and storage spaces).</p>	<p>Sum insured in CHF:</p> <p>CH/FL 150,000</p>



C – Contract legal protection

Contract legal protection may be taken out to enhance commercial legal protection. It protects you, in particular, in the event of any legal issues and disputes in connection with your customers, suppliers, and other business partners.

C1 – What is important?

For collections of outstanding payments from your customers, you can enhance your contract legal protection with the supplementary coverage "**Debt collection legal protection**".

C2 – What is insured?

	Which cases are insured?	What you should know.				
C2.1	<p>Contracts:</p> <ul style="list-style-type: none"> Contract disputes with customers and business partners The insurance also covers the procedure to register builder's liens. 	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL/UK/EU/EFTA</td> <td>500,000</td> </tr> <tr> <td>Worldwide</td> <td>150,000</td> </tr> </table> <p>B2.3 applies to contract disputes as construction owner.</p>	CH/FL/UK/EU/EFTA	500,000	Worldwide	150,000
CH/FL/UK/EU/EFTA	500,000					
Worldwide	150,000					
C2.2	<p>Company law: Disputes in connection with:</p> <ul style="list-style-type: none"> Directors and officers (D&O) liability: Disputes in connection with company law liability. The insurance benefits are only paid if the existing Directors and officers (D&O) liability insurance does not offer insurance protection for the insureds. Commercial Register Ordinance: Disputes about procedures in the case of <ul style="list-style-type: none"> – re-entry in the commercial register – an appeal proceeding against rulings of the commercial registry (e.g. rejection of application for registration in the commercial register) 	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL/UK/EU/EFTA</td> <td>150,000</td> </tr> </table> <p>Directors and officers (D&O) liability applies for association board members, members of boards of trustees, members of the board of directors of a stock corporation, partners of a limited liability company, and administrators of cooperatives. Management functions are not insured.</p>	CH/FL/UK/EU/EFTA	150,000		
CH/FL/UK/EU/EFTA	150,000					
C2.3	<p>Tax law: Proceedings relating to</p> <ul style="list-style-type: none"> Value added tax assessment/audit Tax assessment from municipalities, cantons, or the federal government Withholding tax Property tax assessment 	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL</td> <td>150,000</td> </tr> </table> <p>The insurance provides coverage following conclusion of the appeal process.</p>	CH/FL	150,000		
CH/FL	150,000					
C2.4	<p>Consumer Information Act: Your defense in administrative or criminal proceedings for breaching the provisions of the goods and services declaration or the duty to provide information.</p>	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL</td> <td>150,000</td> </tr> </table>	CH/FL	150,000		
CH/FL	150,000					
C2.5	<p>Price Supervision Act: Your defense in administrative proceedings due to abusive pricing and breaching the duty to provide information.</p>	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL</td> <td>150,000</td> </tr> </table>	CH/FL	150,000		
CH/FL	150,000					
C2.6	<p>Unfair competition: Defense against and enforcement of claims arising from unfair competition, and your defense in criminal proceedings.</p>	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL/UK/EU/EFTA</td> <td>150,000</td> </tr> </table>	CH/FL/UK/EU/EFTA	150,000		
CH/FL/UK/EU/EFTA	150,000					
C2.7	<p>Trademark, design rights, copyright: Defense against and enforcement of trademark, design right or copyright claims, and your defense in criminal proceedings.</p>	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL/UK/EU/EFTA</td> <td>150,000</td> </tr> </table>	CH/FL/UK/EU/EFTA	150,000		
CH/FL/UK/EU/EFTA	150,000					

	Which cases are insured?	What you should know.
C2.8	<p>Patent rights: Defense against and enforcement of claims arising from patent rights, and your defense in criminal proceedings.</p>	<p>Sum insured in CHF: CH/FL/UK/EU/EFTA 150,000</p>
C2.9	<p>Medical service providers:</p> <ul style="list-style-type: none"> • Performance audit: disputes with Swiss social insurance providers about the effectiveness and quality of medical services provided • TARMED: disputes over existing rate agreements with Swiss social insurance providers for medical services 	<p>Sum insured in CHF: CH/FL 250,000</p>
C2.10	<p>Business information: You may obtain online information about the solvency of private individuals and companies in Switzerland from our partner company.</p> <p>You receive a credit of CHF 200 for each insurance year. Any unused portion of this credit lapses at the end of the insurance year.</p>	<p>Sum insured in CHF: CH/FL 200/insurance year</p> <p>The general terms and conditions and rates of the partner company that you accept by using their services apply. We accept no liability for their services.</p>

C3 – Supplementary coverage – Debt collection legal protection

This supplementary coverage may be taken out to enhance "Contract legal protection." With this, you are also insured for the collection of outstanding payments from your customers, in addition to the above-mentioned legal cases.

	Which cases are insured?	What you should know.
C3.1	<p>Collection of uncontested claims (outstanding payments) arising out of contracts with your customers.</p> <p>The collection of claims that are due and not time-barred are insured for amounts starting at CHF 500. The first reminder must be issued by you.</p>	<p>Sum insured in CHF: CH/FL 150,000</p> <p>The insurance does not cover</p> <ul style="list-style-type: none"> • the collection of rent • collection from medical service providers (except for veterinarians) • the collection of subscription agreements



D – Personality and internet legal protection

Personality and internet legal protection extends the coverage of the commercial legal protection. It protects you, in particular, against legal issues and disputes in connection with violations of your personality and with cybercrime.

D1 – What is important?

For disputes with customers, suppliers, and other business partners, you need "Contract legal protection".

D2 – What is insured?

	Which cases are insured?	What you should know.
D2.1	<p>Personal rights: Legal disputes in connection with the violation of your personality (i.e. insults, defamation, and willful defamation) in online and offline media, that can be identified by others.</p> <p>We cover the following services:</p> <ul style="list-style-type: none"> • issuing a request, under threat of legal consequences, to refrain from attacks that violate personal rights • filing a criminal complaint • enforcement of claims for removal, injunctive relief, and damages against attackers, the operators or publishers of the media in question • defense of claims for damages 	<p>Sum insured in CHF: CH/FL/UK/EU/EFTA 150,000</p>
D2.2	<p>Misuse of identity: Misuse of your identification or authentication elements (e.g. PIN, finger print, facial recognition) by others, with the objective of harming you.</p> <p>We cover the following services:</p> <ul style="list-style-type: none"> • filing of a criminal complaint • enforcement of claims for damages 	<p>Sum insured in CHF: CH/FL/UK/EU/EFTA 150,000</p> <p>The loss or damage must have been caused during the period of coverage.</p>
D2.3	<p>Credit card misuse: Misuse of your credit card information by other parties.</p> <p>We cover the following services:</p> <ul style="list-style-type: none"> • filing of a criminal complaint • enforcement of claims for damages 	<p>Sum insured in CHF: CH/FL/UK/EU/EFTA 150,000</p> <p>The loss or damage must have been caused during the period of coverage.</p>
D2.4	<p>Contract law: Disputes with</p> <ul style="list-style-type: none"> • internet providers about your internet access • credit card companies with registered offices in Switzerland or the Principality of Liechtenstein in connection with credit card misuse • operators of free internet platforms in connection with their use 	<p>Sum insured in CHF: CH/FL/UK/EU/EFTA 150,000</p>
D2.5	<p>Internet domain: Disputes about your domains registered in Switzerland or the Principality of Liechtenstein</p>	<p>Sum insured in CHF: CH/FL 150,000</p>



E – Motor legal protection

Your protection for legal issues and disputes in connection with vehicles, business travel, and road traffic violations.

E1 – What is important?

The insurance covers:

Company-owned and non-company-owned motor vehicles, including trailers, indicated in the policy, that are registered in Switzerland or the Principality of Liechtenstein:

- Motor vehicles incl. trailers
- Aircraft with a takeoff weight of up to 5.7 tons
- Watercraft.

The insurance also covers the following:

- Courtesy vehicles for your insured vehicles undergoing repair
- Registered aircraft, watercraft and road vehicles (including car sharing) rented by you
- Third-party trailers hitched to an insured vehicle

You are insured as:

- Owner, tenant, landlord, keeper, lessee of your insured vehicles
- Road users (e.g. driver, pilot, or passenger) of your insured vehicles
- Business traveler (including in private vehicle)
- Driver or passenger of customer vehicles on drives of a professional nature (e.g. for testing, delivery, or transfer purposes).

The insurance also covers other authorized drivers and passengers of the above-mentioned vehicles.

In the case of motor legal protection, we waive the right to reduce benefits in the event of gross negligence.

E2 – What is insured?

	Which cases are insured?	What you should know.
E2.1	<p>Compensation for damages and pain and suffering: Enforcement of your non-contractual claims for damages as injured party or organization, and the associated criminal proceedings and compensation for victims of crime</p>	<p>Sum insured in CHF: CH/FL/UK/EU/EFTA 1,000,000 Worldwide 150,000</p> <p>The loss or damage must have been caused during the period of coverage.</p>
E2.2	<p>Criminal and administrative proceedings: Defense in criminal and administrative proceedings in the case of negligence offenses (something that happened unintentionally). If you are accused of an intentional offense, we will subsequently reimburse you for costs incurred in situations involving self-defense, emergencies, or professional obligations, discontinuation of proceedings, or acquittal. The discontinuation of proceedings or acquittal may not be associated with compensation to the plaintiff or to others, or be due to the statute of limitations.</p>	<p>Sum insured in CHF: CH/FL/UK/EU/EFTA 1,000,000 Worldwide 150,000</p>
E2.3	<p>Insurance law: Disputes with</p> <ul style="list-style-type: none"> • Private insurance providers • Swiss social and other public-law insurance providers, such as disability insurance providers 	<p>Sum insured in CHF: CH/FL/UK/EU/EFTA 1,000,000 CH/FL 1,000,000</p> <p>The event (e.g. traffic accident) that substantiates the entitlement to benefits must have occurred for the first time during the period of coverage.</p>

	Which cases are insured?	What you should know.
E2.4	Ownership and property law: Property law disputes in connection with your insured vehicles	Sum insured in CHF: CH/FL/UK/EU/EFTA 1,000,000
E2.5	Business trips and travel (not including commutes to and from work): <ul style="list-style-type: none"> disputes under insurance law, enforcement of your non-contractual claims for damages as injured party criminal or administrative proceedings following accidents or traffic violations that occur during business trips or travel disputes under contract law arising from vehicle rentals, transporting persons, or in connection with accommodation 	Sum insured in CHF: CH/FL/UK/EU/EFTA 1,000,000 Worldwide 150,000 Insurance law: The event (e.g. traffic accident) that substantiates the entitlement to benefits must have occurred for the first time during the period of coverage.
E2.6	Vehicle contract law: Contract disputes (e.g. purchase, exchange, rent, lease, loan, repair) relating to your insured vehicles	Sum insured in CHF CH/FL/UK/EU/EFTA 1,000,000 The insurance does not cover commercial contracts with customers (except for the rental of courtesy vehicles for customer vehicles that are being repaired).
E2.7	Vehicle taxation: Disputes about the taxation of your insured vehicles and road use charges (e.g. heavy goods vehicle charge)	Sum insured in CHF CH/FL/UK/EU/EFTA 1,000,000



- You may send legally valid notices to us at the address set out in the policy or in the General Insurance Conditions.
- Do you want to notify us of a legal case or do you have a legal question? Use our online form at www.axa-arag.ch, or contact us by calling 0848 11 11 00.

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