

General Insurance Conditions (GIC)

2021 version

Our legal protection insurance for small companies provides you with advice and assistance for legal issues and disputes. The compact, comprehensive legal protection package is specially tailored to the needs of small companies.



A – General Part

Important information that applies to your legal protection insurance



B – Legal protection insurance for small companies

Protection for legal issues and disputes in connection with

- your employees
- your business
- your customers
- your business partners
- the internet and the protection of your privacy
- your vehicles



Follow this link to find the key points at a glance: [AXA.ch/doc/agrhv](https://www.axa.ch/doc/agrhv)

[This page is intended to provide an overview and is not part of the contract. The General Insurance Conditions (GIC) start on page 2.]



A - General Part

The General Part contains important information on 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?

Persons

- You as the policyholder with your branch offices with registered office in Switzerland or the Principality of Liechtenstein, partners, associates, foundation board members, members of the Board of Directors, the Administration, the Management Board
- employees, volunteers, voluntary workers, temporary personnel, the insureds' family members, life partners and their respective children who work in your business

The persons indicated above are insured within the scope of their business activities (including business travel). If an insured dies as a result of an insured event, the survivors may make use of the legal protection insurance in connection with this death. Any other transfer of claims against us is not permitted.

You are insured as:

- owner, condominium owner, tenant, lessee of the insured commercial properties.
- owner, purchaser, tenant, landlord, keeper, lessee, driver, pilot of or as a passenger in insured business vehicles.
- authorized driver of and passenger in customer vehicles during trips of a work-related nature (e.g. for testing, delivery or transfer purposes).
- authorized drivers of and passengers in vehicles registered for use on public roads that neither belong to the business nor are registered in the name of the business, within the scope of business trips.

The insurance also covers other authorized drivers of and passengers in the insured business vehicles.

A3 – What properties and vehicles are covered?

Properties

The insurance covers all commercial properties located in Switzerland or the Principality of Liechtenstein used in connection with the business activity (including land, storage facilities, garages, parking spaces).

Vehicles

- The insurance covers the following vehicles owned by the business and registered in Switzerland or the Principality of Liechtenstein:
 - motor vehicles including 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
 - all vehicles (such as bikes and e-bikes) used by the business in Switzerland or the Principality of Liechtenstein that are owned by you and are not subject to registration

A4 – 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/UK/EU/EFTA: Switzerland, Principality of Liechtenstein, United Kingdom, member states of the European Union, member states of the European Free Trade Association

A5 – When are you insured?

If the triggering event and the need for legal protection arise during the period of coverage and you notify us 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 specified in Part B under "What you should know."

A6 – What is insured?

- The insurance covers legal cases that are defined as insured in Part B of these General Insurance Conditions.
- In insured cases, we cover the costs of the services listed below up to the sums insured for the insured legal cases specified under "What you should know." The hourly rate charged for services provided by our Legal Services is CHF 200. You need our prior consent for the coverage of any external costs.
- If any other persons or businesses 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 for all insureds per legal case are cumulated. The sum insured is paid one time only.
- If, in a legal case, there are different contracts with us that provide insurance protection, the highest of the agreed sums insured will be paid one time.
- 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 1,000,000 will apply.

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 will examine the legal situation, provide you with advice and negotiate in your interest.• Even in cases that are not insured, we will provide you with advice by telephone if our Legal Services department is in a position to provide such advice.
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 is necessary• 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 provide coverage to your opposing party as well <p>If we reject the lawyer you selected, you can suggest three further lawyers. They may not belong to the same law office. We must 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. 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">• We will cover the costs of an expert report if the assessment by a specialist is required or was 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.

We cover the costs of the following services:	What you should know.
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 of 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.
Non-court costs and legal expenses of an opposing party	<ul style="list-style-type: none"> If you are required by a court to compensate an opposing party for their legal expenses and attorney fees, we will cover these costs. If you are awarded non-court costs and your legal expenses, you must assign these to us or repay them up to the amount of the benefits already paid by us.
Mediation and arbitration proceedings	These costs are covered by us if the particular proceeding was agreed to in writing before the occurrence of the legal case or it is provided for by law.
Immediate right to an attorney	We pay an advance of up to CHF 5,000 for a criminal defense lawyer who you retain for the first examination hearing.
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 of up to CHF 5,000.
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 warning has been issued.

A7 – What is not insured?

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

- a. legal issues and disputes that are not specified as being insured or are excluded.
- b. claims, debts and liabilities that were assigned to you or assumed by you, or that were transferred to you in some other way.
- c. time-barred claims or receivables due from companies that are insolvent or are under a moratorium on debt enforcement.
- d. the defense of non-contractual claims for damages and for pain and suffering as well as contractual claims for damages arising from bodily injury that are made against you. In these cases, you will be able to depend on your liability insurance. The insurance covers the legal cases specified under B10.
- e. felonies, including speeding violations, of which you are accused in a criminal proceeding, and the resulting legal consequences.
- f. taking part in races and driving on race tracks.
- g. 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 those insureds who were unaware or could not have been aware of this.
- h. warranty claims (i.e. defects) under real estate purchase agreements.
- i. foreclosure of real estate and time-sharing agreements.
- j. commercial rental of motor vehicles as main business.
- k. work as 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.
- l. 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 B14.
- m. construction and work that is carried out by a group of several companies of which you are a member (consortiums).
- n. agreements with respect to the participation in or takeover, sale, valuation and auditing of companies, the purchase and sale of securities and crypto currencies, other financial, speculative and investment transactions, surety contracts, as well as unlicensed gambling and betting.
- o. the law on business names (i.e. right to the use of the name of your business). The insurance covers the legal cases specified under B13.
- p. intellectual property law, antitrust law, tax law, money laundering and disputes with the financial market supervisory authority, as well as in the area of the law on unfair competition. The insurance covers the legal cases specified under B14.

- q. 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.
- r. disputes between persons insured under the same policy. In such a case, coverage is provided only for the policyholder.
- s. war, warlike occurrences, and unrest of any kind (e.g. demonstrations, strikes or riots).
- t. loss or damage due to radioactive or ionizing radiation.
- u. benefits under this contract that are prevented due to economic, trade, or financial sanctions (e.g. UN sanctions).
- v. costs for which a liable person or a liability insurer is responsible.
- w. fines, contractual penalties and other costs of a punitive nature (e.g. penalty taxes).
- x. compensation for damages and pain and suffering.
- y. costs of public notarizations (e.g. costs of notaries), entries in and deletions from public registers, as well as costs for inspections and permits.

A8 – How do we work together to process your legal case?

- 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 any 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.

A9 – 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.

A10 – What applies if you withdraw from, amend or terminate your contract?

- 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 the withdrawal to us in writing or in another text form (for example by e-mail) by the last day of the withdrawal period at the latest.
- The policy provides you with information about what term 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.
- If the term of the contract is more than three years, you and we may terminate the contract as of the end of the third year or the end of any year thereafter.
- 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. 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 prior to the end of any insurance year.
- The insurance ends on deletion of the insured business 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 business or a legal reason arises that justifies termination.

A11 – 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.
- Notify us as soon as your annual sales exceed CHF 500,000 or CHF 800,000.
- 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 (annual sales), discounts or statutory duties.

A12 – 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 registered office in Switzerland or Liechtenstein. If you do not have a registered office in Switzerland or Liechtenstein, Zurich is deemed to be the place of jurisdiction.



B - Legal protection insurance for small companies

The comprehensive legal protection package for small companies offers you protection for legal issues and disputes in connection with your employees, your business, your customers and business partners, your vehicles as well as the internet and violations of privacy rights.

What is insured?

	Which cases are insured?	What you should know.												
B1	<p>Labor law: Legal disputes as an employer with employees, temporary personnel and with professional commissions pursuant to collective employment agreements (CEA).</p>	<p>Sum insured in CHF: CH/FL/UK/EU/EFTA 600,000</p>												
B2	<p>Tenancy and leasehold law: Legal disputes as tenant or lessee of</p> <ul style="list-style-type: none"> • commercial real estate • movable property (e.g. furniture, machinery) or animals 	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL</td> <td>600,000</td> </tr> <tr> <td>CH/FL/UK/EU/EFTA</td> <td>600,000</td> </tr> </table>	CH/FL	600,000	CH/FL/UK/EU/EFTA	600,000								
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CH/FL/UK/EU/EFTA	600,000													
B3	<p>Contracts:</p> <ul style="list-style-type: none"> • Contract disputes with customers or business partners. Also included are procedures for the registration of builders' liens. The following provision applies for contract disputes as construction owner. • Disputes as construction owner arising from orders, contracts for work and services and contracts for work and materials for new builds, extensions, and conversions of commercial property. This includes procedures for the registration of builders' liens and objections to construction project. • Contract disputes (e.g. purchase, loan, contract for work and services, leasing) relating to <ul style="list-style-type: none"> • office furnishings • built-in operating equipment (e.g. machinery) • the maintenance of insured real estate • Contract disputes (e.g. purchase, loan, contract for work and services, leasing, repair) relating to your insured business vehicles 	<table> <tr> <td>Sum insured in CHF:</td> <td></td> </tr> <tr> <td>CH/FL/UK/EU/EFTA</td> <td>100,000</td> </tr> <tr> <td>Worldwide</td> <td>20,000</td> </tr> <tr> <td>CH/FL</td> <td>20,000</td> </tr> <tr> <td>CH/FL</td> <td>100,000</td> </tr> <tr> <td>CH/FL/UK/EU/EFTA</td> <td>100,000</td> </tr> </table> <p>The insurance does not cover commercial contracts with customers (except for the rental of vehicles to replace customer vehicles that are being repaired).</p>	Sum insured in CHF:		CH/FL/UK/EU/EFTA	100,000	Worldwide	20,000	CH/FL	20,000	CH/FL	100,000	CH/FL/UK/EU/EFTA	100,000
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CH/FL	100,000													
CH/FL/UK/EU/EFTA	100,000													
B4	<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 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>600,000</td> </tr> <tr> <td>CH/FL</td> <td>600,000</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	600,000	CH/FL	600,000								
CH/FL/UK/EU/EFTA	600,000													
CH/FL	600,000													
B5	<p>Ownership (including condominium ownership) and property law: Property law disputes relating to</p> <ul style="list-style-type: none"> • movable property (e.g. furniture) or animals • real estate used for business • insured business vehicles 	<p>Sum insured in CHF:</p> <table> <tr> <td>CH/FL/UK/EU/EFTA</td> <td>600,000</td> </tr> <tr> <td>CH/FL</td> <td>600,000</td> </tr> <tr> <td>CH/FL/UK/EU/EFTA</td> <td>600,000</td> </tr> </table>	CH/FL/UK/EU/EFTA	600,000	CH/FL	600,000	CH/FL/UK/EU/EFTA	600,000						
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	Which cases are insured?	What you should know.
B6	<p>Neighbor law:</p> <ul style="list-style-type: none"> Private law disputes with neighbors (e.g. noise complaints) Objections to construction projects of immediate neighbors 	<p>Sum insured in CHF:</p> <p>CH/FL 600,000</p> <p>CH/FL 600,000</p>
B7	<p>Expropriation:</p> <p>Expropriation of properties and equivalent restrictions on ownership by the state</p>	<p>Sum insured in CHF:</p> <p>CH/FL 600,000</p>
B8	<p>Vehicle taxation:</p> <p>Disputes about the taxation of your insured vehicles and road use charges (e.g. heavy goods vehicle charge)</p>	<p>Sum insured in CHF:</p> <p>CH/FL/UK/EU/EFTA 600,000</p>
B9	<p>Business trips and travel (not including commutes to and from work):</p> <ul style="list-style-type: none"> Disputes under insurance law, enforcement of your non-contractual claims for damages as an 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, transporting persons or in connection with accommodation 	<p>Sum insured in CHF:</p> <p>CH/FL/UK/EU/EFTA 600,000</p> <p>Worldwide 20,000</p>
B10	<p>Compensation for damages and for pain and suffering:</p> <ul style="list-style-type: none"> Enforcement of your non-contractual claims for damages as injured party or injured business, and the associated criminal proceedings and compensation for victims of crime If your liability insurance does not provide any coverage (i.e. on a subsidiary basis): Defense of non-contractual liability claims involving violation of privacy rights, liability as property owner, as principal, as animal keeper, as owner of a construction, involving product liability, and liability for agency without authority (e.g. acting in emergency situations) 	<p>Sum insured in CHF:</p> <p>CH/FL/UK/EU/EFTA 600,000</p> <p>Worldwide 20,000</p> <p>Worldwide 20,000</p> <p>The loss or damage must have been caused during the period of coverage.</p>
B11	<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 any limitation period.</p>	<p>Sum insured in CHF:</p> <p>CH/FL/UK/EU/EFTA 600,000</p>
B12	<p>Permits:</p> <p>Proceedings with respect to the revocation, restriction or non-renewal of operating permits or licenses to exercise a profession.</p>	<p>Sum insured in CHF:</p> <p>CH/FL 600,000</p>
B13	<p>Internet legal protection:</p> <p>Legal protection in the event of rights violations against you or your business on the internet, and in relation to any internet domain registered by you in Switzerland or the Principality of Liechtenstein</p>	<p>Sum insured in CHF:</p> <p>CH/FL/UK/EU/EFTA 10,000</p>

	Which cases are insured?	What you should know.
B14	<p>Legal advice insurance:</p> <p>AXA-ARAG gives you or your business legal advice by telephone:</p> <ul style="list-style-type: none"> • in the areas of law covered by the insurance, including in non-contentious cases (i.e. before litigation is commenced). This excludes drafting of contracts and general contract review. • in corporate law and the law on business names including naming rights, brand, design, copyright and patent rights, antitrust law, unfair competition law, data protection law and tax law, if Swiss or Liechtenstein law applies, up to a maximum of five hours per insurance year. • in the other areas of the law that are not insured, provided that AXA-ARAG Legal Services is in a position to provide such advice. 	



- 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 [AXA-ARAG.ch](https://www.axa-arag.ch) or call us at 0848 11 11 00.

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