

Private and Traffic Legal Expenses Insurance

General Conditions of Insurance (GCI) Edition 08.2017

The legal entity responsible for the Legal expenses insurance is ORION Legal Expenses Insurance Ltd., Basle. (hereinafter referred to as "Orion"). Orion is a limited company constituted under Swiss law.

The masculine forms of personal and possessive pronouns used below – to enhance readability – shall always be understood to stand for the corresponding feminine forms.

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Art. 1 Insured persons

- a) Single-person household
The insurance covers:
1. the policyholder;
 2. minors who are temporarily at the home of the policyholder.
- If the policyholder marries or enters into a registered partnership, the "multi-persons household insurance" applies from the date of the marriage or registration of partnership, provided the change in marital status or the registration is reported within 3 months and the difference in premiums is paid subsequently.
- b) Multi-persons household
The insurance covers:
1. the policyholder;
 2. the policyholder's spouse or registered partner living in the same household;
 3. all other persons living with the policyholder in the same household;
 4. the policyholder's children up to the age of 25 who are not gainfully employed (including step-children and foster children) and do not share the household with the policyholder. Periods of apprenticeships and practical training do not count as periods of gainful employment in the sense of this provision;
 5. minors who are temporarily at the home of the policyholder.
- c) In traffic legal expenses insurance
1. In addition to those persons mentioned above, all drivers or passengers of any motor vehicle licensed in an insured's name and not used for commercial purposes, during trips made with this vehicle.

If an insured person dies as a result of the circumstances leading to the insured event, his legal successors and any other rightful claimants upon the insured person's death will be covered, for this case, by the Legal Protection Insurance.

Art. 2 Where is the insurance valid

The applicable territorial limits are listed under "Privacy Legal Expenses – Insured legal fields" and "Traffic Legal Expenses – Insured legal fields" (Art. 5 and 6).

Irrespective of the location of the event, legal cases are insured in which cumulatively

1. the place of jurisdiction is within the geographical area listed;
2. corresponding national law is applicable and
3. the place of jurisdiction for execution is likewise within the insured area.

Art. 3 Definition of terms regarding the territorial limits

Switzerland	Switzerland-wide cover. The Principality of Liechtenstein as well as the enclaves of Büsingen and Campione are deemed equivalent to Switzerland.
Switzerland and the countries directly adjoining Switzerland	Covered are Switzerland incl. The Principality of Liechtenstein, Germany, France, Italy and Austria.
Europe	Geographic Europe to the Urals and the countries bordering on the Mediterranean.
World	Worldwide cover.
Outside Europe	Applicable sum insured when the place of jurisdiction is outside Europe.

Art. 4 Insured characteristics

1. The insured are covered as private individuals, non-self-employed people (for self-employed secondary employment see Art. 5 letter k)), members of the Swiss army, civil defense, or the fire department. The insured are also covered as pedestrians and as passengers of a motor vehicle, a nautical vessel, an aircraft, a railway vehicle, public transportation and as bicyclists, riders and users of vehicle-like devices and aids that assist in mobility or movement.
2. In your capacity as landlord, insurance coverage only exists if the additional coverage "legal expenses insurance for landlords" has been agreed for the rented property.

Only if drivers' legal protection insurance is also insured:

3. The insured persons are covered in the following legal fields as the owners, vehicle keepers, renters, drivers or passengers of a motor vehicle, including trailers and caravans that are not permanently installed, a nautical vessel or an aircraft up to 5,7 tons MTOW (as a passenger there is no limit to 5,7 tons MTOW), as the drivers of a railway vehicle, public transportation, and on public roads as pedestrians, bicyclists, riders and users of vehicle-like devices and aids that assist in mobility or movement (complete list).
4. As drivers, the insured persons are also professionally insured.

Art. 5 Privacy Legal Expenses

Insured legal fields

a) Law of damages

Civil procedural assertion of non-contractual claims for damages for property damage and personal injury (physical injury/death). Involvement of the insured in criminal proceedings as civil plaintiff if such an intervention is required to assert claims. The assertion of claims in the scope of the Victim Support Act is also insured.

Territorial limits: World

Waiting period: None

Sum insured: CHF 600,000,
outside Europe CHF 100,000

Special cover limitations:

There is no cover:

- in connection with defamation;
- for damages that result from an incident where the insured person was the driver of a motor vehicle.

Regarding land ownership coverage only exists as stipulated in Art. 5 letter. I).

b) Criminal defense

Protecting the insured person's rights in criminal or administrative proceedings directed against them on account of the accusation of negligent infringement of legal regulations.

Territorial limits: World

Waiting period: None

Sum insured: CHF 600,000,
outside Europe CHF 100,000

Special cover limitations:

There is no cover:

- in connection with the charge of willful infringement. At the absolute arrest of judgement or absolute full acquittal, the cost will be refunded, despite allegations of willful infringement. No refund will be made if the termination of the proceedings in connection with a charge to the alleged victim by the crime takes place or lapse of time, as well as offenses against property, and defamation in connection with the mutual withdrawal of criminal complaints;
- in proceedings as a result of an incident in which the insured person was driver or owner of a motor vehicle;
- for cases from law involving foreign nationals, tax law;
- for cases involving intellectual property rights (such as patent and copyright, design and brand law), competition and trust law.

c) Property law

Disputes arising from the ownership, possession or other rights in rem to moveable property.

Territorial limits: World

Waiting period: None

Sum insured: CHF 600,000,
outside Europe CHF 100,000

Special cover limitations:

None

d) Insurance law

Disputes under social security law with public insurance institutions (AHV/IV, Federal Accident Insurance Institution, etc.), pension funds and health insurers as well as disputes arising under an insurance contract with private-sector insurance institutions.

Territorial limits: World,

social insurance law disputes: Switzerland

Waiting period: 1 month

Sum insured: CHF 600,000,
outside Europe CHF 100,000

Special cover limitations:

Regarding land ownership there is cover only as stipulated in Art. 5 letter I section 4).

e) Labor law

1. Disputes as an employee in private- or public-sector employment relationships;
2. Disputes as employers with domestic employees employed in one's own household.

Territorial limits: Switzerland and the countries directly adjoining Switzerland

Waiting period: 1 month

Sum insured: CHF 600,000

Special cover limitations:

None

f) Work contract law

The following coverage is granted in the case of disputes from the work contract:

1. Conversions and extensions to a self-occupied insured property;
2. other work contracts whose subject-matter is the creation or processing of a chattel.

Territorial limits: Switzerland and the countries directly adjoining Switzerland

Waiting period: 1 month

Sum insured: CHF 600,000

Special cover limitations:

There is no cover:

- for cases connected to conversions and extensions of properties if the total construction costs exceed CHF 100,000 and in the case of new construction;
- in the case of disputes related to asbestos.

If a dispute with third parties relates to the communal parts of a condominium property, the costs will be paid in proportion to the insured's ownership share of the overall property. The costs are split up analogously for joint property.

g) Other contract law

Disputes from other, not separately listed contracts covered by the Swiss Code of Obligations, such as purchase contracts simple orders, loans, contracts not falling under a specific classification;

Contracts concluded via the Internet are likewise insured.

Territorial limits: Europe

Waiting period: 1 month

Sum insured: CHF 600,000

Special cover limitations:

There is no cover:

- in the case of disputes related to a property purchase and new construction and conversions and extensions;
- disputes under timesharing agreements;
- disputes in connection with mortgaging/pledging real estate and land;
- disputes regarding examination results, moving into the next class and graduation;
- in the case of disputes related to trading with works of art;
- in the case of disputes with lawyers, notaries and tax consultants.

h) Legal expenses insurance for tenants

1. Legal protection is granted in the event of disputes as a tenant or lessee arising from a lease or rental relationship for real estate, rooms or land rented or leased for personal use, and not for business purposes in Switzerland.
2. Legal protection in the event of civil disputes under neighbour law with directly adjacent neighbours at the Swiss place of residence relating to (complete list):
 - Obstruction of the view,
 - Tree and hedge maintenance and distance from boundaries,
 - Emissions (noise, smoke, fumes, shadow);
 is granted.

Territorial limits:

1. Switzerland
2. Switzerland and the countries directly adjoining Switzerland

Waiting period: 1 month

Sum insured: CHF 600,000

Special cover limitations:

None

i) Legal expenses insurance for land and condominium owners

Legal protection is granted in connection with land or condominium ownership is restricted to disputes regarding the real estate personally inhabited by the policyholder at his Swiss residence in the following legal fields (complete list):

1. civil disputes arising under neighbour law with directly adjacent neighbours with regard to
 - Obstruction of the view,
 - Tree and hedge maintenance and distance from boundaries,
 - Emissions (noise, smoke, fumes, shadow);
 2. disputes relating to building permits for the construction projects of the directly adjacent neighbours;
 3. disputes related to expropriations;
 4. disputes with insurance companies;
 5. disputes from affirmative and negative servitudes, land covenants, boundary disputes and the assertion of noncontractual claims for damages due to property damage with respect to the insured real estate;
 6. disputes of an insured person with his employees appointed to look after or maintain the insured property;
- Lots that are directly adjacent to insured real estate, owned by the policyholder and are undeveloped or used by the policyholder as a garden or for self-supply, are also covered. This also applies to the coverage pursuant to sections 7 and 8 below.

Additionally insurable by special agreement:

7. Additional land/properties: legal protection as land and condominium owner (sections 1 to 6) for additional properties and land belonging to the insured persons in Switzerland;
8. Landlord legal protection: disputes with tenants/lessees from the rental or lease agreement. Legal protection is also covered for these properties pursuant to sections 1 to 6 as land and condominium owner.

Territorial limits: Switzerland

Waiting period: 1 month

Sum insured: CHF 600,000

Special cover limitations:

There is no cover:

- regarding disputes not listed as covered, such as those regarding the joint costs of the condominium, the renewal fund, construction or other work done to communal parts of the real estate, co-ownership, administration, etc.

If a dispute with third parties relates to the communal parts of a condominium property, the costs will be paid in proportion to the insured's ownership share of the overall property. The costs are split up analogously for joint property.

j) Copyright law

Defense against claims from copyright infringed by an insured person;

Assertion of claims for damages in the case of the infringement of copyrights to which the insured person is entitled.

Territorial limits: Europe

Waiting period: 1 month

Sum insured: CHF 50,000

Special cover limitations:

There is no cover:

- in cases where the insured person registered a domain name identical with a well-known trademark to render it impossible for the trademark owner involved to present its webpage under this Internet address (domain name grabbing).

This coverage only applies on a subsidiary basis, i.e. if the insurance terms of an existing private liability or special Internet insurance does not provide for any coverage to rebut such claims.

k) Secondary self-employed occupation

Contractual disputes from secondary self-employed occupations up to a maximum annual turnover of CHF 18,000.

The following areas of activity are not covered:

- IT services;
- business consulting;
- advertising;
- financial services;
- architecture;
- art trading;
- legal representation (lawyer, notary, etc.);
- tax consulting;
- provision of medical services.

Territorial limits: Switzerland
Waiting period: 1 month
Sum insured: CHF 50,000

Special cover limitations:

There is no cover:

- in the case of disputes related to a property purchase and in the case of new construction, conversions and extensions;
- disputes under timesharing agreements;
- disputes in connection with mortgaging/pledging real estate and land;
- in the case of disputes related to trading with works of art;
- in the case of disputes with lawyers, notaries and tax consultants.

l) Legal expenses insurance for drivers

Disputes as the driver of any motor vehicle that does not belong to an insured person with a total weight of up to 3,500 kg as stipulated in Art. 6 letters. a) to c) and e).

Territorial limits: World
Waiting period: None
Sum insured: CHF 600,000,
outside Europe CHF 100,000

Special cover limitations:

These benefits are only provided subsidiarily with respect to other insurance.

m) Legal consultation expenses insurance

Per case and year non-recurrent advice in the following areas (complete list):

1. matters relating to personal law;
2. matters relating to family law;
3. children's and adult protection law (e.g. KESB);
4. data privacy;
5. association law regarding member contributions;
6. appeals against the policyholder's construction projects;
7. disputes arising under public law with school authorities regarding placement in a kindergarten or primary school;
8. inheritance law; is granted.

Territorial limits: Switzerland
Waiting period: 1 month
Sum insured: CHF 500

Special cover limitations:

The legal consultation expenses insurance only covers one consultation per case and year, and the applicability of Swiss law is a pre-condition thereto. Instead of giving the consultation directly, Orion can pay the expenses for mediation or a consultation with an attorney or civil-law notary.

On 6: Only building projects for personal use (self-occupied) of the insured person are insured.

n) Telephone legal advice

Insured persons can also receive telephone advice in legal areas not listed above.

Territorial limits: Switzerland
Waiting period: None
Sum insured: Telephone advice

Special cover limitations:

None

Additionally insurable by special agreement:

o) Legal expenses for patients

Disputes as a patient with physicians, hospitals and other medical institutions:

1. in Switzerland;
2. outside Switzerland for emergency medical treatment (acute illnesses, accidents incl. traffic accidents).

Territorial limits:

1. Switzerland
2. World

Waiting period: 1 month, except for emergency treatment

Sum insured: CHF 600,000,
outside Europe CHF 100,000

Special cover limitations:

There is no cover:

- if an insured travels abroad for the purpose of the treatment;
- for disputes in connection with cosmetic surgery, except where this procedure is medically necessary due to an accident or illness.

p) Internet legal expenses

Legal protection as victim related to:

1. phishing/hacking;
2. credit card abuse.

Territorial limits: World
Waiting period: 6 months
Sum insured: CHF 10,000

Special cover limitations:

Coverage exists if the credit card abuse was committed via the Internet.

If legal support within 60 days of reporting the claim was unsuccessful, the costs are assumed up to a maximum of CHF 2000, arising in the case of unauthorized purchase/sale by third parties from the insured person's own account in the form of balance reduction or in the case of credit card abuse (financial loss). This sum is paid at most once per insurance year.

q) Bullying legal expenses

Legal protection as victim related to

1. bullying at the workplace;
2. cybermobbing;
3. threats, duress, blackmail.

Territorial limits: Switzerland and the countries directly adjoining Switzerland. The territorial limitation relates to the place of residence of the person(s) making the attacks.

Waiting period: 6 months

Sum insured: CHF 10,000

Special cover limitations:

Legal protection exists for (definitive list):

- the demand that the attacks cease failing which legal action would be taken;
- filing criminal charges;
- safeguarding civil law interests to protect personal rights;
- assertion of rights of removal and claims to damages (and to claims in the context of the Victim Support Act) against the attacker and operator of the webpages;
- In addition, the costs of a specialized service provider to delete internet contents infringing personal rights are assumed up to CHF 2,000. This sum is paid at most once per insurance year.

Territorial limits: Switzerland

Waiting period: None

Sum insured: CHF 600,000

Special cover limitations:

There is no cover:

- for proceedings instituted in order to acquire or convert a driver's license or to reinstate a driver's license suspended by a legally valid order.

d) Property law

Disputes regarding ownership, possession or other real rights in or to an insured vehicle.

Territorial limits: World

Waiting period: None

Sum insured: CHF 600,000,

outside Europe CHF 100,000

Special cover limitations:

There is no cover:

- for sales/purchases of vehicles if the insured conducts such transactions as a business.

e) Insurance law

Social insurance law disputes arising from a traffic accident with Swiss public insurance institutions (IV, Federal Accident Insurance Institution, etc.), pension funds and health insurers and disputes arising under an insurance contract with private-sector insurance institutions;

Territorial limits: World,

social insurance law disputes: Switzerland

Waiting period: None

Sum insured: CHF 600,000,

outside Europe CHF 100,000

Special cover limitations:

None

f) Vehicle contract law

Disputes arising under the following contracts covered by the Swiss Code of Obligations with respect to insured vehicles (including their accessories such as child seats, car radio, etc.): purchase, rent, loan for use, leasing, deposit, repair order (complete list);

Territorial limits: World; Purchase of vehicle: Europe

Waiting period: None

Sum insured: CHF 600,000,

outside Europe CHF 100,000

Special cover limitations:

There is no cover:

- for sales/purchases of vehicles and vehicle accessories if the insured conducts such transactions as a business;
- for contract disputes in connection with nautical vessels or aircrafts with a catalog price in excess of CHF 150,000.

Art. 6 Traffic Legal Expenses

Insured legal fields

a) Law of damages

Civil procedural assertion of non-contractual claims for damages for property damage and personal injury (physical injury/death) involvement of the insured in criminal proceedings as civil plaintiff if such an intervention is required to assert claims. The assertion of claims in the scope of the Victim Support Act is also insured.

Territorial limits: World

Waiting period: None

Sum insured: CHF 600,000,

outside Europe CHF 100,000

Special cover limitations:

There is no cover:

- in connection with defamation;
- for damages to any third-party vehicles driven by the insured.

b) Criminal defense

In criminal or administrative proceedings directed against the insured and opened in connection with a traffic accident or for traffic violations.

Territorial limits: World

Waiting period: None

Sum insured: CHF 600,000,

outside Europe CHF 100,000

Special cover limitations:

There is no cover:

- in connection with defamation;
- cases of alleged non-moving violations of traffic laws (illegal stopping, parking, etc.).

c) Suspension of driver's license and taxation

Legal protection is granted

1. In proceedings regarding the suspension of a driver's or vehicle license;
2. In disputes relating to the taxation of vehicles and road use duties (such as HVF, etc.).

g) Renting a garage

Disputes as a permanent tenant of a garage or parking space rented for insured vehicles.

Territorial limits: Europe

Waiting period: None

Sum insured: CHF 600,000

Special cover limitations:

None

Art. 7 Common Provisions

7.1 What benefits are provided

Orion will pay the following expenses up to the sums insured listed in Art. 5 and 6 in the insured legal cases:

- a) the processing of these legal cases by Orion;
- b) the fee for an attorney-at-law, facilitator, or a mediator;
- c) the costs for an expert opinion issued by court order or by mutual agreement with Orion;
- d) court costs or other litigation costs imposed upon the insured, including advances;
- e) any indemnification of parties awarded to the opposite party at the cost of the insured, including security given;
- f) collection of a claim to which an insured person is entitled from an insured case if the debtor disputes the claim (e.g. under Swiss law from the objection by the debtor to the payment order onwards). The insurance coverage ends with the availability of an attachment of property loss certificate, request for debt moratorium, threat of bankruptcy or certificate of the insufficiency of a pledge;
- g) advances to pay bonds to avoid pre-trial detention after an accident;
- h) the translation and travel costs needed for judicial proceedings abroad up to CHF 10,000.

7.2 Uninsured costs

The insurance generally does not cover the payment of:

- a) fines;
- b) costs of blood alcohol and drug analysis ordered in traffic cases, medical or psychological examinations or road safety training;
- c) damages;
- d) costs and fees for the first notice in criminal proceedings regarding traffic violations (such as a summary penalty order decree regarding a fine, etc.) and administrative proceedings (e.g. warning, disqualification from driving, road safety training, etc). These costs and fees must be paid by the insured, even in the event of a possible challenge;
- e) costs and fees which a third party is required to pay or that are payable by a liable party or a liability insurer; in such cases Orion only pays advances;
- f) costs and fees of bankruptcy and composition proceedings, as well as objection proceedings, actions contesting the schedule of claims and the separation of assets.

All disputes with the same cause or a direct or indirect connection to the same event are deemed to be one legal case. The sum insured is only paid once per legal case, even if several legal fields are involved. The full amount of any advances and security given will be credited toward the sum insured. Orion must be reimbursed for advances and security given.

If an occurrence affects several insureds under one or more contracts, Orion is entitled to restrict the benefits to safeguarding interests outside of the courts until its chosen attorneys have completed a test case trial. The benefits are also added together for all insureds covered under the same contract.

Art. 8 Which cases are not insured

The insurance coverage does not apply to (all exclusions take precedence over the provisions of Art. 4, 5, 6 and 7):
General exclusions:

- a) all persons, insured person's characteristics, vehicles and legal fields not expressly designated as insured in Art. 1, 4, 5 and 6;
- b) cases regarding receivables and liabilities which transferred to the insured by assignment/assumption of debt or under succession law;
- c) the repudiation of non-contractual claims for damages brought by third parties;
- d) cases involving war, civil unrest, strike or lockout, nuclear damage from nuclear energy, genetic damage due to radioactive emissions, chemical accidents, attacks of all kinds on IT systems and genetically modified food, plants and animals;
- e) cases as a participant in a brawl or scuffle;
- f) cases directed against another insured person covered hereunder or against this insured person's liability insurance (this exclusion does not apply to the policyholder himself);
- g) disputes between domestic partners, roommates, spouses or members of a registered partnership;
- h) legal expenses insurance in connection with collecting undisputed receivables;
- i) cases of debt collection and bankruptcy law (however, cover does apply to collection measures for insured cases as per Art. 7.1 letter f);
- j) cases directed against Orion, its executive bodies and employees or against attorneys or mediators retained in an insured case;

Additional exclusions for private legal expenses insurance:

- k) excluding the coverage granted pursuant to Art. 5 letter k) contractual or other disputes in connection with any self-employed (including part-time) profession or gainful employment or preparations for such a profession or employment;
- l) cases in connection with undeclared employment (e.g. no social security insurance, work permit);
- m) cases from the field of revenue law;
- n) disputes related to paid sporting and trainer activity from an amount in dispute of CHF 30,000. the decisive amount in dispute depends on the total claim (incl. cross-actions) and not on any potential part-actions;
- o) cases as the owner, possessor, vehicle keeper, driver (exception: legal protection for drivers pursuant to Art. 5 letter l) and in the additional coverage patient's legal protection pursuant to Art. 5 letter o), borrower, renter, lessee, purchaser or vendor of motor vehicles (with the exception of motorcycles), railway vehicles as well as aircraft and nautical vessels subject to registration requirements;
- p) cases arising under company law including claims against company organs for breach of fiduciary duty;
- q) disputes concerning the sale and purchase of securities and equity interests in companies, concerning asset management and stock market transactions, speculative or forward transactions, other financial and investment transactions, and any disputes regarding such matters with mediators or agents.

Additional exclusions in legal expenses insurance for traffic and drivers:

- r) cases in which the driver uses a vehicle not registered for public roads, is not authorized to operate the vehicle, does not have a valid driver's licenses, or operated a vehicle not outfitted with valid license plates;
- s) cases involving active participation in motor sports competitions and races (incl. not officially permitted races on public roads), including training;
- t) cases as the owner/vehicle keeper of vehicles used for business purposes, such as taxis, or cars, vans, and trucks used for industrial or commercial delivery, driving school cars;
- u) cases involving charges of exceeding the speed limit by 30 km/h or more in cities or towns, 40 km/h or more outside cities or towns or on trunk roads, and 50 km/h or more on highways;
- v) cases in connection with repeated occurrences of the following: charges of driving while impaired and under the influence of alcohol, medication or drugs and charges of evading the blood test;
- w) cases as the owner, vehicle keeper or pilot of aircraft over 5,7 tons MTOW.

Art. 9 Waiver of benefit reduction

Orion explicitly waives its statutory right to reduce benefits for insured events incurred through gross negligence, with the exception of nonappealable convictions for driving while impaired and under the influence of alcohol, medication or drugs and for evading the blood test.

Art. 10 When is the insurance valid

- a) The insurance begins and ends on the dates stated in the policy. Orion provides its benefits at the earliest upon complete payment of the first premium (initial premium). The insurance is extended tacitly for a further one-year period unless either party receives a written notice of termination at least three months in advance.
- b) Insurance coverage applies to legal cases that occur during the term of the contract and after the expiration of the waiting period stipulated in Art. 5, provided that the need for legal expenses insurance also arises during the term of the contract. This waiting period is waived if there is previous insurance for the same risk without any uninsured period; it is not waived if cover is extended. There is no cover for cases that are not reported until after the policy or corresponding additional cover is cancelled.
- c) The legal case is deemed to have occurred:
 - in the law of damages incl. victim support: at the time the damage was caused;
 - in criminal proceedings: At the time of the first actual or alleged violation of legislation;
 - in insurance law:
 - in case of personal injury: Upon the first occurrence of the health impairment that resulted in a disability or an incapacity to work;
 - in the case of disputes regarding allegedly false application declarations: at the time of the application declaration;
 - in all other cases of insurance law: upon the occurrence of the event that gives rise to the claim against the insurance company;
 - In all other cases: at the time of the first actual or alleged breach of legal provisions or contractual obligations, unless the insured is in a position to anticipate that legal differences might arise. In this last case, the time by which such anticipation is possible shall be authoritative.

Art. 11 How is an insured legal case handled

- a) The insured person reports a legal case to CSS immediately by telephone or e-mail. If a legal deadline is in effect, the benefit case must be notified by phone without exception. If a claim to legal protection is to be made, CSS immediately forwards the case to Orion. Orion then corresponds directly with the insured person. In the event of legal protection being needed abroad, the CSS emergency call center of CSS must be informed immediately.
- b) In the case that legal deadlines apply all documents relevant to the case have to arrive at Orion at least two working days before the legal deadline expires. Should the documents arrive at a later point in time, the insured is responsible for the keeping of the deadline and the consequences of any missed deadline.
- c) Orion determines the approach to be taken for the insured's benefit. Orion conducts the negotiations for an amicable settlement and proposes mediation in appropriate cases. Orion decides whether to involve an attorney or mediator and whether to draw up expert opinions. Orion can impose restrictions as to the amount or substance of the warranty to defray costs. If the insured person retains an attorney, next friend or mediator before reporting the case to Orion, any costs incurred by the insured person prior to reporting the case will be covered only up to CHF 300. Orion will not pay any contingency fee that the policyholder may have agreed upon with the attorney.
- d) Instead of absorbing the costs in accordance with Art. 7.1, Orion is entitled to compensate the economic interest in full or in part. This is calculated on the basis of the amount in dispute with due consideration of the litigation and del credere risk.
- e) Orion shall give the insured a free choice of lawyer if a legal representative needs to be engaged for court or administrative proceedings and in the event of any conflict of interests. Orion is entitled to refuse a lawyer proposed by the insured person. The insured may then propose three lawyers from different law firms within the place of jurisdiction for the claim, and Orion will choose one of these three to be retained. This applies regardless of whether there was an obligation to grant the freedom to choose a lawyer or Orion agreed to a lawyer being retained for other reasons. No reasons need to be given for refusing a lawyer. If the lawyer is changed at a later date at the insured's request, the insured person must pay any additional costs incurred thereby.
- f) The insured or his legal adviser must provide Orion with necessary information and powers of attorney. All papers that have a connection to the case, such as decrees regarding fines, subpoenas, judgments, correspondence etc., must be forwarded to Orion immediately. If a lawyer has been retained, the insured must authorize the lawyer to keep Orion informed about the development of the case, including, but not limited to, providing Orion with the documents needed to assess the insurance coverage or the prospects of success.
- g) The insured may conclude settlements containing obligations that are detrimental to Orion if and only if he obtains Orion's consent.
- h) Orion is entitled to any indemnification of parties awarded to the insured (in or out of court) up to the amount of the benefits paid by Orion.

Art. 12 Differences of opinion

- a) If there are differences of opinion regarding the conduct of an insured legal case or the prospects of success for the legal case, Orion will justify its legal opinion immediately in writing and simultaneously remind the insured of his right to initiate arbitration within 20 days. Any failure by the insured to request arbitration by this deadline is deemed to be a waiver. Upon receiving this notification, the insured must take all measures needed to protect his interests himself. Orion cannot be held liable for the consequences of inadequate representation of interests, including, but not limited to, missed deadlines. Each party must advance half of the costs of the arbitration; these costs must be borne by the losing party. The failure of one party to advance the costs will be construed as this party's acknowledgement of the opposing party's legal opinion.
- b) The parties will jointly appoint one sole arbitrator. The arbitration is limited to a one-time written exchange of the requests, citing the parties reasons and applicable evidence; the arbitrator will then render an award on this basis. In all other regards, the provisions of the Swiss Code of Civil Procedure (Schweizerische Zivilprozessordnung, ZPO) apply.
- c) If Orion denies the benefit obligation and the insured person initiates legal proceedings at his own expense and obtains a judgment that is more favorable for him than the solution explained to him in writing by Orion or than the result of the arbitration, Orion will pay the costs incurred just as if it had agreed to the trial.

Art. 13 Right of withdrawal and its effect

- a) The policyholder may revoke his application for the conclusion, modification or renewal of the contract or its acceptance in writing.
- b) The right to revocation expires two weeks after the conclusion, renewal or modification of the contract or another agreement.
- c) The revocation will cause the application or the confirmation of acceptance to become null and void from the start.
- d) Any performance rendered under the contract must be reimbursed.

Art. 14 Payment of premiums and refunds

- a) Premiums must be paid in advance. If the policyholder neglects his obligation to pay within 30 days, he will be notified of the consequences in writing and asked to pay within 14 days after dispatch of the reminder. If the reminder is ignored, Orion's obligation to pay benefits rests from when the reminder period ends until all premiums and fees are paid in full.
- b) If the contract is terminated before the insurance year ends, CSS will refund any premiums that were paid for the unused part of the insurance period.

No refund is due if,

1. the policyholder terminates the contract in the event of a claim and the contract was in force for less than 12 months;
2. the policyholder has violated his obligations as defined in section 16 towards Orion in order to deceive.

Art. 15 Premium rate adjustment

If the premiums or rules on retention fees change, CSS can adjust the contract. To this end, CSS must inform the policyholder about the new contract terms at the latest 30 days before the insurance year ends.

The policyholder then has the right to terminate the contract at the end of the current insurance year.

If the policyholder exercises this right, the contract ceases at the end of the insurance year. CSS must receive notice of termination at the latest during normal office hours on the last working day of the insurance year.

Failure by the policyholder to terminate the contract is deemed as acceptance of the contract.

Art. 16 Breach of obligations

Orion can deny or reduce its benefits in the event of any culpable breach of the obligations of disclosure and cooperation (e.g. deliberately incomplete or incorrect information concerning the facts) on the part of the insured person unless, within the meaning of Art. 45 VVG, it is apparent from the circumstances that the breach of obligations arose through no fault of the insured person, or if the insured person can show that the breach of obligations had no effect either on the occurrence of the insured event or on the extent of the insurance company's obligation to pay benefits.

Art. 17 Statute of limitations

Claims arising from the insurance contract become time-barred five years after the circumstances arise that constitute grounds for the obligation to pay benefits. This time bar also applies to premium claims. Claims from contracts concluded prior to 1 January 2022 continue to become time-barred after two years.

Art. 18 Termination after a legal case

- a) After the occurrence of an insured legal case, CSS may terminate the contract at the latest upon settlement of the legal case by Orion, and the policyholder may terminate the contract at the latest 14 days after receiving notice of settlement of the legal case. A written notice of termination must reach CSS within this period.
- b) If the policyholder terminates, the insurance cover expires upon arrival of the termination at CSS.
- c) If CSS terminates, the insurance cover expires upon arrival of the termination at the policyholder.

Art. 19 Data protection

CSS and Orion are entitled to exchange the data needed for handling the contract, especially for settling the claim, with each other and if necessary with third parties.

Art. 20 Communication, Formal requirement

All communications (including the arbitration proceedings) shall be in the language of the insurance contract.

They are to be addressed either to CSS Versicherung AG, Luzern or Orion Rechtsschutz-Versicherung AG, Basel.

All notices from CSS and Orion shall be deemed to have been duly given if sent to the most recent address (postal address or email address) of the insured person or rightful claimant as notified to the insurer. CSS and Orion do not assume any responsibility for the unauthorised receipt, reading, forwarding, copying, use or manipulation of transmitted information and data of any kind.

Where written form is required in the AVB, any text form capable of producing a written record will suffice. If no formal requirement is specified in respect of a notification, it may be made orally.

Art. 21 What happens following a change of residence

CSS must be notified of changes in address and residence within 30 days. If the policyholder moves his legal domicile to another country, the insurance expires as of the date he notifies the appropriate Swiss government agency of his relocation.

Art. 22 Broker compensation

If a third party such as a broker represents the interests of the policyholder when concluding or administering this insurance contract, it is possible that CSS may pay this third party commission in return for their activities on the basis of an agreement. Should policyholders desire more information about such a payment, they may contact the third party.

Art. 23 Where is the place of jurisdiction

Orion as well as CSS acknowledge the insured's Swiss domicile as the place of jurisdiction for disputes arising under this contract. If the insured has no Swiss domicile, the place of jurisdiction is deemed to be Lucerne.

Art. 24 Which legal provisions are applied

The provisions of the Swiss Federal Insurance Contract Act (VVG).

Translation: Only the original German text approved by the Swiss Supervisory Authority is binding.