

# Global Business Traveller

## Business travel insurance from CSS

### Supplementary Conditions (ZB) for Legal Protection Insurance Version 07.2009

These supplementary conditions complement the General Insurance Conditions (AVB) for Global Business Traveller, Version 06.2009, that are the basis for the insurance contract.

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- Art. 1 Insurance carrier**  
The insurance carrier is CSS Versicherung AG, which is domiciled in Lucerne.
- Art. 2 Claims processing**  
Claims are processed by Orion Legal Protection Insurance Ltd., Centralbahnstrasse 11, 4002 Basel. Orion decides on how to proceed with the case and negotiates with the objective of reaching an amicable settlement.
- Art. 3 Insured events**  
CSS grants legal protection to insured persons in the cases mentioned below:
- 3.1 Traffic incidents during the outbound/inbound trip and the stay for business abroad in the capacity of
- driver, registered user or owner of the vehicle in use and as the hirer of a vehicle rented abroad;
  - pedestrian, cyclist, moped rider or passenger in any form of transport.
- 3.2 Non-traffic-related events involving
- personal injury and/or property damage in accordance with Art. 4.1;
  - disputes concerning contracts for vehicle repair and hire in accordance with Art. 4.2 a);
  - disputes arising from travel contracts in accordance with Art. 4.2 b);
  - a hobby or amateur sport while the person is on duty abroad;
  - attending a school abroad in accordance with Art. 4.2 c);
  - disputes from use of a credit card in accordance with Art. 4.2 d);
- 3.3 Disputes in accordance with Art. 4.3.
- 3.4 Criminal and administrative cases in accordance with Art. 4.4.
- Art. 4 Details of each insured event**
- 4.1 **Legal protection in connection with claims for damages**
- a) Claims for damages for personal injury or property damage from a traffic event or incident not related to traffic (Art. 3.1 and 3.2).
  - b) The insurance does not cover claims for damages arising from burglary, theft, loss of property and misuse of credit cards;
- 4.2 **Legal protection in connection with contracts**
- a) Legal protection in connection with motor vehicle contracts  
Representation in disputes arising from contracts for repair and hire of vehicles used on and during the trip. Disputes from sales and leasing contracts are excluded.
  - b) Legal protection in connection with travel contracts  
Representation in disputes arising from travel contracts with a travel agent domiciled in Switzerland, provided the place of jurisdiction is in Switzerland and Swiss law applies.
  - c) Legal protection in connection with schooling  
Representation in disputes arising from contracts with schools abroad, provided the place of jurisdiction is in Switzerland and Swiss law applies.
  - d) Legal protection in connection with credit cards  
Representation in disputes with a credit card company domiciled in Switzerland, provided the disputes do not concern violations of obligations arising from the credit card contract.
- 4.3 **Legal protection in connection with insurance contracts**  
Representation in disputes with private or public insurance institutions authorised to do business in Switzerland or the Principality of Liechtenstein following an accident or illness during a business trip. Legal protection is also granted in disputes with foreign insurance companies arising from contracts for vehicle hire (cars, campers, motorcycles, motorboats and similar vehicles) and non-motorised hobby sports equipment (for restrictions see Art. 8).
- 4.4 **Legal protection in connection with criminal and administrative cases**  
Representation in criminal and administrative cases before police or criminal courts abroad and before administrative authorities arising from alleged negligent violation of laws in a foreign country.
- Art. 5 Scope of legal protection benefits**  
For each case involving legal protection, CSS covers the following costs up to CHF 250,000 within Europe and CHF 50,000 outside Europe:
- a) lawyers' fees (i.e. a licenced lawyer or other representative qualified for the area of law in question), who will act on behalf of the insured person;
  - b) cost of expert appraisals required by Orion, a lawyer representing the insured person, or a court;
  - c) court fees and other costs imposed on the insured person, such as the cost of proceedings and debt enforcement;
  - d) costs and charges imposed on the insured person by the court; the insured person is liable for any fines;
  - e) legal costs of the opposing party, provided the insured person must pay such costs;
  - f) advances for bail of up to CHF 100,000 within Europe and CHF 50,000 outside Europe imposed upon the insured person to avoid pretrial detention in a case covered by the insurance (cf. Art. 4.4). The insured person must repay any such advance;
  - g) costs incurred if it is necessary to appear before court, up to CHF 3,000;
  - h) necessary costs for translations and authentications.
- Art. 6 Definition of Europe**  
Europe encompasses the countries until the Ural Mountains and the countries on the Mediterranean Sea, including the Canary Islands and Madeira.
- Art. 7 Temporal validity**  
Legal protection insurance applies to loss that occurs during a business trip; however, a case covered under legal protection insurance must have occurred on the day of the actual or alleged violation of legal provisions or contractual obligations or of the cause of the loss.
- Art. 8 General restrictions**  
The insurance does not cover legal protection
- a) for all cases not mentioned in Art. 3;
  - b) if third parties file claims for damages against insured person (defence in such claims is subject to general liability insurance);
  - c) when representing the insured person in disputes with CSS or Orion, or when mandating a lawyer or an expert;
  - d) for disputes arising among insured persons and/or companies from the same contract;
- By extension, the insurance also does not cover events in accordance with Art. 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7 and 17.8 of the General Insurance Conditions (AVB) for Global Business Traveller, Version 06.2009.

**Art. 9 Settling claims and mandating a lawyer**

- 9.1 Orion processes all claims. Orion decides on how to proceed with the case and negotiates with the objective of reaching an amicable settlement.
- 9.2 The insured person may in no way intervene in the negotiations by Orion. The insured person may neither issue mandates to lawyers and other persons nor reach settlements independently.
- 9.3 The insured person cannot obligate Orion to mandate a lawyer without first giving it an opportunity to settle the dispute amicably, except in an emergency.
- 9.4 If a lawyer is required because of a conflict of interests or to represent the insured person in a court or administrative case, the insured person is free to choose his own lawyer. If Orion rejects the lawyer the insured person has chosen, the insured person has the right to propose three further lawyers for Orion to choose from.
- 9.5 All liability for loss caused through poor management by the lawyer the insured person himself chooses is rejected.

**Art. 10 Arbitration**

- 10.1 If the insured person and Orion have different opinions about adjusting a claim for which cover is due or Orion refuses benefits for a measure which it believes is unlikely to succeed, Orion must state its reasons for the decision in writing immediately and inform the insured of his right to arbitrate as follows: The insured person and Orion must appoint a legally trained person (e.g., lawyer, judge) to act as the sole arbitrator. As a rule the arbitrator makes a decision based on a single exchange of written documents and places the burden of costs for the proceedings on each party according to which party prevails. In all other respects, the provisions of cantonal law and of the concordat on arbitration apply, in particular in cases where the parties disagree about the appointment of an arbitrator.
- 10.2 If Orion refuses to pay benefits for measures which it deems will have insufficient chance of success, the insured person can take the steps he deems appropriate at his own expense – directly or after the arbitration procedure. If the insured person achieves a more favourable outcome than the solution proposed by Orion or that the arbitrator would have achieved, Orion accepts the costs incurred by the insured person within the scope of the benefits defined in Art. 5.

**Art. 11 Disregard of obligations**

Legal protection cover can be refused if the insured person culpably neglects his obligations under the terms of legal protection insurance.

