

## General Policy Conditions (GPC)

# Corporate legal protection insurance Fortuna COMPLETE

Edition 2021

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## Customer information

This document provides you with key information about Fortuna Legal Protection Insurance Ltd. (Fortuna) and the content of your insurance contract.

Both you and Fortuna have rights and obligations. You can find these in the application, the policy, the General Policy Conditions (GPC) and the applicable laws, in particular the Swiss Federal Act on Insurance Contracts (VVG).

### Who is Fortuna?

Fortuna is a company limited by shares under Swiss law with its registered office in Adliswil. It is part of Generali (Switzerland) Holding Ltd. Fortuna is a legally independent company, thus guaranteeing its independence in the event of disputes with Generali Switzerland.

### How does Fortuna protect you against legal risks?

The corporate legal protection insurance Fortuna COMPLETE has a modular structure. You can combine the Corporate legal protection insurance BASIC with a range of other modules. These are available only as a supplement to the "Corporate legal protection insurance BASIC". You can find an overview of the individual modules on the next page.

### How much is the premium?

The amount of your premium depends on the modules you select, your revenue, total salaries (AHV) and the size of your workforce. You can find details on the premium in your application and in the policy.

### Who is insured?

Your company and the co-insured companies and subsidiaries listed in your policy in the context of their operating activities.

### Where does the insurance cover apply?

Depending on the module and the insured risk, the insurance coverage applies in Switzerland and to a certain extent in the rest of the world.

### What risks are covered under the insurance?

You are insured against the legal and financial risks arising from a legal dispute. The individual risks that are insured depend on the modules you selected and the relevant branches of law included respectively.

### What benefits does Fortuna offer?

In the event of an insured legal case, Fortuna assumes the necessary lawyers' fees, court costs and the costs of expert opinions and court proceedings up to the agreed maximum insured amount. These costs depend on the modules you selected and the relevant branches of law. The benefits in the individual modules are each indemnity insurance policies.

### When does your insurance begin and end?

You can find the start and end dates of the insurance contract in your policy. The insurance is renewed automatically for one year at the end of the contract term. If you do not wish it to be renewed, you must cancel the insurance in writing or in text form no later than one month before the expiry of the contract (In the following, text form means a form that enables proof by text without a handwritten signature).

### Is there a right of cancellation?

The policyholder has the right to withdraw from the insurance contract within 14 days after receipt of the policy in writing or in text form.

### When does your insurance coverage begin and end?

Your insurance cover applies to legal cases that occur and are reported to Fortuna during the term of the insurance contract. A waiting period of 60 days applies from the start of the contract.

### What obligations do you have as policyholder?

Aside from paying the insurance premium, you are also obliged to report any insurance claim without delay and to provide all information and details necessary to investigate the claim.

### Where can you find more information?

You can find detailed information on the individual modules, the coverage they provide and their benefits and restrictions in the GPC.

### How does Fortuna use your data?

Fortuna collects, processes, transmits and stores data that is necessary to verify the application, contract performance and compliance with regulatory requirements. Fortuna adheres to the data protection regulations, such as those set out in the Swiss Federal Data Protection Act. Fortuna may use the data submitted to it to assess risks, determine premiums and administer contracts and for all actions pertaining to the provision of benefits under the insurance contract, statistical evaluations, customer satisfaction surveys and marketing and advertising purposes. Fortuna may also obtain information from third parties (e.g. insurers, doctors, hospitals). Data may be forwarded to any domestic or foreign third parties involved in the insurance policy, in particular to co-insurers and reinsurers, other companies belonging to the Generali Group, public authorities and lawyers. Where necessary, Fortuna will request separate consent for data collection or processing. The data will be stored electronically or physically in a protected and confidential manner. The data will continue to be stored for at least a further 10 years after the termination of the contract or after the settlement of a claim. You have the right to ask Fortuna for information about how your data is processed, as provided by law.

## Overview of modules

The corporate legal protection insurance Fortuna COMPLETE has a modular structure. You can combine the “Corporate legal protection insurance BASIC” with different modules. These are available only as a supplement to the “Corporate legal protection insurance BASIC”.

**a) Corporate legal protection insurance BASIC:**

Representation of the legal interests of the insured company in disputes in the central branches of law in everyday internal corporate life, such as civil damages law, criminal law, employment law, tenancy law and insurance law.

**b) Corporate legal protection insurance module TOP:**

Representation of legal interests in disputes with customers, suppliers, service providers and competitors, including under intellectual property, cartel and tax law.

**c) Vehicle legal protection insurance module:**

Representation of legal interests in disputes arising in connection with vehicles and events taking place in road traffic, including civil damages law, criminal law, insurance law and vehicle contract law.

**d) Real estate and landlords' legal protection insurance module:**

Representation of legal interests in disputes arising in connection with declared commercial property and in the capacity of landlord.

**e) Internet legal protection insurance module:**

Representation of legal interests in disputes arising in connection with the internet such as infringement of personality rights and credit card and identity misuse.

**f) Debt collection legal protection insurance module:**

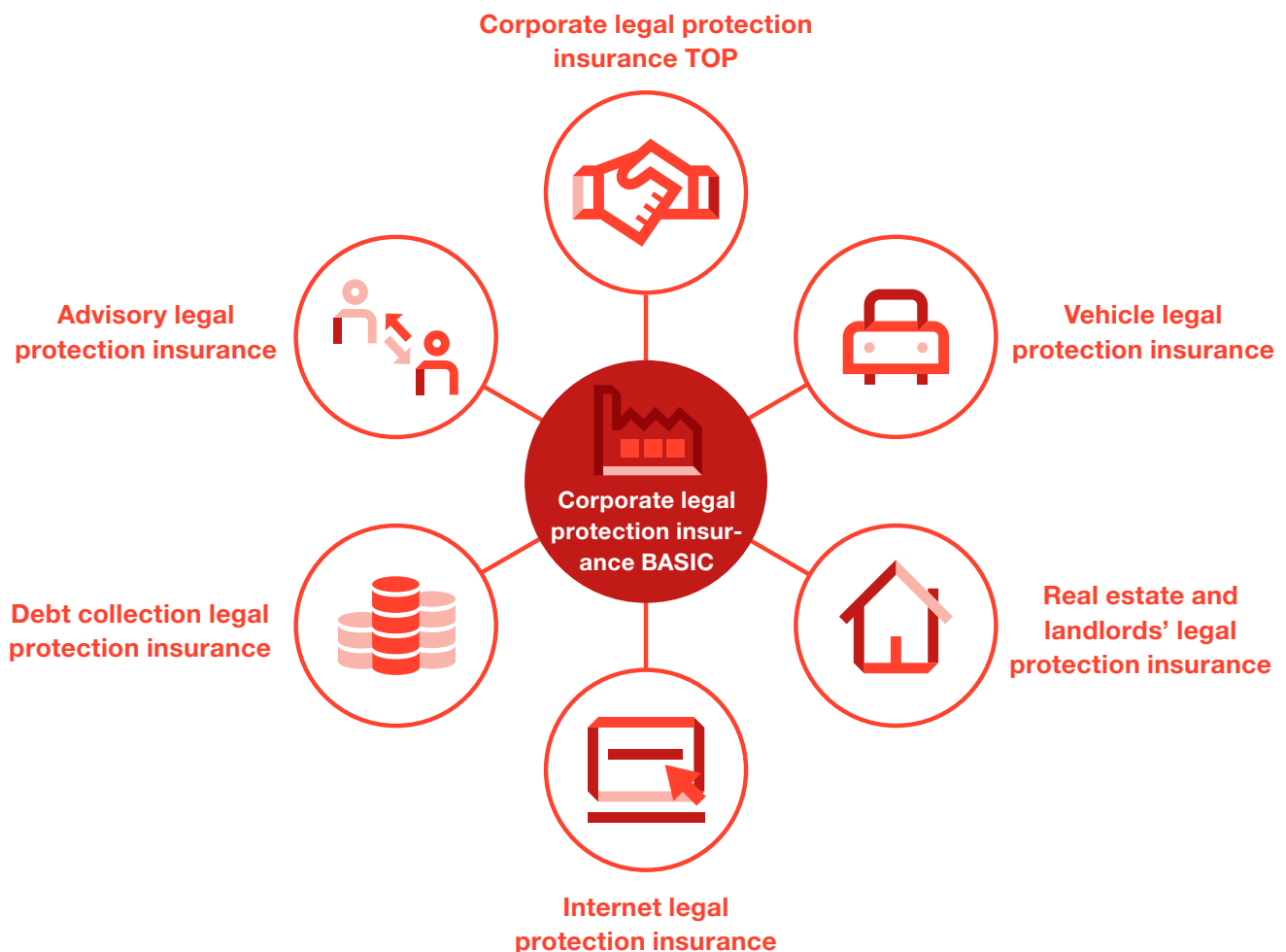
Representation of legal interests in connection with the collection of corporate debts, including the performance of credit checks.

**g) Advisory legal protection insurance module:**

Comprehensive legal advice in all legal matters of the insured company. An experienced team of Fortuna legal experts provides assistance as personal contact partners.

**h) Legal protection insurance for private individuals module:**

As a supplement to the corporate legal protection insurance module Fortuna COMPLETE, business owners or partners can also insure themselves in their capacity as private individuals.



## General Policy Conditions

For ease of reading, the masculine form is used. This shall always be understood to include the corresponding feminine forms. The legally binding document is the original German version, which shall prevail in any case of doubt or differences of interpretation.



### A Corporate legal protection insurance BASIC

The following provisions supplement the common provisions (Section I).

#### A1 Insured persons and capacities

##### A1.1 Insured persons

The insurance covers:

- The policyholder and the covered companies and subsidiaries listed in the policy that have their registered offices in Switzerland.
- Partners and members of boards of trustees, boards of directors, executive boards and association boards.
- Employees, loaned staff and family members working in the insured company.

##### A1.2 Insured capacities

The insurance covers the policyholder and/or insured persons in the performance of their declared operating activities.

#### A2 Geographical scope and duration

##### A2.1 Geographical scope

- Switzerland: The insurance covers legal cases where the place of jurisdiction is located in Switzerland, Swiss law applies and a court judgement can be enforced in Switzerland.
- Rest of the world: The insurance covers legal cases occurring in countries where due process is assured, provided the place of jurisdiction is located in one of these countries, the case is subject to the law of one of these countries and the judgement is enforceable in the country in question.

The specific geographical scope of cover for the various branches of law is set out in Section A3.

##### A2.2 Duration

The insurance covers legal cases that are caused by an event occurring during the term of the insurance contract and reported to Fortuna within this time period. A waiting period of 60 days from the start of the contract applies. The waiting period does not apply in the case of civil damages law, criminal law, victim support law, insurance law or if the same risk was insured by a previous insurer and if the insurance transition occurs without interruption.

The applicable point in time used for evaluating the temporal cover is given in Section A3.

The insurance does not cover legal cases that are the result of events or facts that had their origin before the policy came into effect or that were known or could have been known before then.

### A3 Scope of cover and insured amount

The insurance covers representation of legal interests in the following areas up to a maximum insured amount per legal case of CHF 1,000,000 in Switzerland and, if specified, CHF 500,000 in the rest of the world:

| Branch of law  | Applicable point in time used for evaluating the duration of cover  | Geographical coverage and insured amount per legal case in CHF |
|--|---|--|
| <p><b>a) Civil damages law</b><br/>Asserting statutory non-contractual liability claims for property, personal or financial loss, provided no contractual or special status relationship exists under private or public law.</p>   | Point in time of origin of the event that caused the loss   | Switzerland: 1,000,000<br>Rest of the world: 500,000           |
| <p><b>b) Criminal law</b><br/>Defence of the insured person in the event of criminal proceedings brought against him on a charge of negligent offences (excluding road or shipping traffic offences).</p> <p>The insurance covers charges of a wilful criminal act when acting in self-defence or in response to an emergency situation, dismissals of proceedings and acquittals, provided that no costs, compensation or consideration in favour of the plaintiff or any other third party were imposed. Under the terms of the insurance, Fortuna will cover the necessary and documented costs for the defence only after the ruling on the case brought has become legally binding, provided the costs are not borne by the court or the state.</p> | Point in time of the actual or alleged infraction   | Switzerland: 1,000,000<br>Rest of the world: 500,000           |
| <p><b>c) Victim support law</b><br/>Asserting claims for damages and compensation for personal suffering under the Swiss Federal Victim Support Act.</p>   | Point in time of origin of the event that caused the loss   | Switzerland: 1,000,000   |
| <p><b>d) Employment law</b><br/>Disputes between the insured company and employees pertaining to private-law or public-law employment relations and disputes with loaned staff.</p>  | Point in time of the actual or alleged infraction or breach of contract   | Switzerland: 1,000,000   |
| <p><b>e) Tenancy and lease law</b><br/>– Disputes of the insured company in the capacity of hirer or lessee of movable property (excluding vehicles).<br/>– Disputes of the insured company in the capacity of tenant or leaseholder of real estate used for company purposes.</p>   | Point in time of the actual or alleged infraction or breach of contract   | Switzerland: 1,000,000   |
| <p><b>f) Insurance law</b><br/>Disputes with Swiss private insurance companies or public insurance schemes (including pension funds and health insurers) with which the insured company is insured or affiliated.</p>  | Point in time of the event giving entitlement to insurance benefits. In connection with an inability to work due to illness, the occurrence of the incapacity to work is decisive, and in connection with an accident, the time of the accident event is decisive | Switzerland: 1,000,000   |



## B Corporate legal protection insurance module TOP

The Corporate legal protection insurance module TOP is available only as a supplement to the Corporate legal protection insurance BASIC. The following provisions supplement the common provisions (Section I).

### B1 Insured persons and capacities

#### B1.1 Insured persons

The insurance covers:

- The policyholder and the covered companies and subsidiaries listed in the policy that have their registered offices in Switzerland.
- Partners and members of boards of trustees, boards of directors, executive boards and association boards.
- Employees, loaned staff and family members working in the insured company.

#### B1.2 Insured capacities

The insurance covers the policyholder and/or insured persons in the performance of their declared operating activities.

### B2 Geographical scope and duration

#### B2.1 Geographical scope

- Switzerland: The insurance covers legal cases where the place of jurisdiction is located in Switzerland, Swiss law applies and a court judgement can be enforced in Switzerland.
- Rest of the world: The insurance covers legal cases occurring in countries where due process is assured, provided the place of jurisdiction is located in one of these countries, the case is subject to the law of one of these countries and the judgement is enforceable in the country in question.

The specific geographical scope of cover for the various branches of law is set out in Section B3.

#### B2.2 Duration

The insurance covers legal cases that are caused by an event occurring during the term of the insurance contract and reported to Fortuna within this time period. A waiting period of 60 days from the start of the contract applies. The waiting period does not apply if the same risk was insured by a previous insurer and if the insurance transition occurs without interruption.

The applicable point in time used for evaluating the temporal cover is given in Section B3.

The insurance does not cover legal cases that are the result of events or facts that had their origin before the policy came into effect or that were known or could have been known before then.

### B3 Scope of cover and insured amount

The insurance covers representation of legal interests in the following areas up to a maximum insured amount per legal case of CHF 500,000 in Switzerland and, if specified, CHF 250,000 in the rest of the world:

| Branch of law   | Applicable point in time used for evaluating the duration of cover  | Geographical coverage and insured amount per legal case in CHF |
|---|---|--|
| <b>a) Extended contract law</b><br>Disputes with customers, suppliers and service providers under private-law contracts of the insured company.   | Point in time of the actual or alleged infraction or breach of contract   | Switzerland: 500,000<br>Rest of the world: 250,000             |
| <b>b) Ownership and property law of movable property</b><br>Private-law disputes regarding ownership and other material rights to movable property of the insured company (excluding vehicles subject to registration).   | Point in time of the actual or alleged infraction   | Switzerland: 500,000   |
| <b>c) Intellectual property law</b><br>Disputes in connection with intellectual property rights (copyright, patent, trademark and design law).  | Point in time of the actual or alleged breach of intellectual property law  | Switzerland: 100,000   |
| <b>d) Federal Consumer Information Act</b><br>Providing a defence in administrative or criminal proceedings on the grounds of a breach of the provisions governing the declaration of goods and services or obligation to provide information.  | Point in time of the actual or alleged infraction   | Switzerland: 100,000   |
| <b>e) Federal Price Supervision Act</b><br>Providing a defence in administrative proceedings on the grounds of abusive pricing or violation of the obligation to provide information.   | Point in time of the actual or alleged infraction   | Switzerland: 100,000   |
| <b>f) Unfair competition</b><br>Disputes relating to claims under civil law arising from infringements in accordance with the penal provisions of the Federal Unfair Competition Act.   | Point in time of the actual or alleged infraction   | Switzerland: 100,000   |
| <b>g) Cartel law</b><br>– Disputes in administrative matters regarding requests for information, preliminary clarifications and investigations by the Competition Commission in relation to restrictions on competition pursuant to the Cartel Act.<br>– Disputes in civil matters regarding claims in relation to barriers to competition pursuant to the Cartel Act.<br>– Notification of plans for business combinations to the Competition Commission and its associated examination procedure. | Point in time of the actual or alleged infraction or of the plan to which the notification of a proposed business combination relates | Switzerland: 100,000   |
| <b>h) Tax law</b><br>– Disputes arising in connection with tax assessments in accordance with the Federal Direct Tax Act or with cantonal legislation on income, wealth, profit or capital gains tax, provided the tax return had been submitted in full and on time.<br>– Disputes arising in connection with VAT and withholding tax or with stamp and customs duties.  | Point in time of the tax period   | Switzerland: 100,000   |
| <b>i) Operating licences</b><br>– Disputes in connection with proceedings on the suspension, restriction or non-renewal of operating licences or professional licences.<br>– Disputes in connection with criminal or administrative procedures relating to work permits.<br>– Disputes in proceedings about the exercise of an outdoor catering service or a pavement café on public grounds.   | Point in time of the order  | Switzerland: 100,000   |
| <b>j) Data protection</b><br>– Private-law disputes in connection with the right to information and the protection of personal privacy under data protection law.<br>– Representing legal interests during investigations carried out by the Federal Data Protection and Information Commissioner and defending against allegations of offences in accordance with the penal provisions of the Federal Data Protection Act.   | Point in time of the actual or alleged infraction   | Switzerland: 100,000   |
| <b>k) Health insurance law for medical service providers</b><br>– Disputes about medical benefits arising in connection with existing tariff agreements with Swiss health insurance and hospital associations.<br>– Representation of legal interests with regard to excessive medical costs or efficiency audits.  | Point in time of the origin of the event that triggered the dispute   | Switzerland: 100,000   |





## C Vehicle legal protection insurance module

The vehicle legal protection insurance module is available only as a supplement to the Corporate legal protection insurance BASIC. The following provisions supplement the common provisions (Section I).

### C1 Insured persons and capacities

#### C1.1 Insured persons

The insurance covers:

- The policyholder and the covered companies and subsidiaries listed in the policy that have their registered offices in Switzerland.
- Partners and members of boards of trustees, boards of directors, executive boards and association boards.
- Employees, loaned staff and family members working in the insured company.

#### C1.2 Insured capacities

The insurance will cover policyholders and insured persons in the performance of their declared operating activities in their capacity as:

- Owners, holders, hirers, drivers or lessees of or passengers in a company vehicle registered for road traffic.
- Owners, holders, hirers, drivers or lessees of or passengers in a watercraft located in Switzerland that is used for corporate purposes.
- Authorised drivers of or passengers in private and customer vehicles (test, delivery and relocation drives) on a business trip.

#### C1.3 Insured company vehicles

All motor vehicles declared to Fortuna and all watercraft that are registered in the name of the policyholder or co-insured companies and subsidiaries in Switzerland.

### C2 Geographical scope and duration

#### C2.1 Geographical scope

- Switzerland: The insurance covers legal cases where the place of jurisdiction is located in Switzerland, Swiss law applies and a court judgement can be enforced in Switzerland.
- Rest of the world: The insurance covers legal cases occurring in countries where due process is assured, provided the place of jurisdiction is located in one of these countries, the case is subject to the law of one of these countries and the judgement is enforceable in the country in question.

The specific geographical scope of cover for the various branches of law is set out in Section C3.

#### C2.2 Duration

The insurance covers legal cases that are caused by an event occurring during the term of the insurance contract and reported to Fortuna within this time period. A waiting period of 60 days from the start of the contract applies. The waiting period does not apply in the case of civil damages law, criminal law, victim support law, insurance law or if the same risk was insured by a previous insurer and if the insurance transition occurs without interruption.

The applicable point in time used for evaluating the temporal cover is given in Section C3.

The insurance does not cover legal cases that are the result of events or facts that had their origin before the policy came into effect or that were known or could have been known before then.

### C3 Scope of cover and insured amount

The insurance covers representation of legal interests in the following areas up to a maximum insured amount per legal case of CHF 1,000,000 in Switzerland and, if specified, CHF 500,000 in the rest of the world:

| Branch of law  | Applicable point in time used for evaluating the duration of cover  | Geographical coverage and insured amount per legal case in CHF |
|--|---|--|
| <p><b>a) Civil damages law</b><br/>Asserting statutory non-contractual liability claims for damage to property, personal injury or financial loss, provided no contractual or special status relationship exists under private or public law.</p>  | Point in time of origin of the event that caused the loss   | Switzerland: 1,000,000<br>Rest of the world: 500,000           |
| <p><b>b) Criminal law</b><br/>Defending the insured person in the event of criminal proceedings brought against them following a charge of road or shipping traffic offences.</p> <p>The insurance covers charges of a wilful criminal act when acting in self-defence or in response to an emergency situation, dismissals of proceedings and acquittals, provided that no costs, compensation or consideration in favour of the plaintiff or any other third party were imposed. Under the terms of the insurance, Fortuna will cover the necessary and documented costs for the defence after the fact once the ruling on the case brought has become legally binding, provided the costs are not borne by the court or the state.</p> <p>Fortuna waives the right accorded to it by law to reduce benefits if the insured event is caused by gross negligence, except in the case of allegations of unfitness to drive due to being under the influence of alcohol, medication or drugs or of failure to provide a blood sample. Fortuna retains the right to reduce benefits where it is alleged that speed limits were exceeded by 30 km/hour net or more.</p> | Point in time of the actual or alleged infraction   | Switzerland: 1,000,000<br>Rest of the world: 500,000           |
| <p><b>c) Victim support law</b><br/>Asserting claims for damages and compensation for personal suffering under the Swiss Federal Victim Support Act.</p>   | Point in time of the origin of the event that caused the loss   | Switzerland: 1,000,000   |
| <p><b>d) Insurance law</b><br/>Disputes with Swiss private insurance companies or public insurance schemes (including pension funds and health insurers) with which the insured company is insured or affiliated.</p>  | Point in time of the event giving entitlement to insurance benefits. In connection with an inability to work due to illness, the occurrence of the incapacity to work is decisive, and in connection with an accident, the time of the accident event is decisive | Switzerland: 1,000,000   |
| <p><b>e) Ownership and property law of company vehicles</b><br/>Private law disputes regarding ownership and other material rights to insured company vehicles.</p>  | Point in time of the actual or alleged infraction   | Switzerland: 1,000,000   |
| <p><b>f) Vehicle contract law</b><br/>Disputes arising from contracts under private law relating to insured company vehicles.</p>  | Point in time of the actual or alleged infraction or breach of contract   | Switzerland: 1,000,000<br>Rest of the world: 500,000           |
| <p><b>g) Licence suspension</b><br/>Proceedings before Swiss administrative authorities to suspend a driving licence.</p>  | Point in time of the actual or alleged infraction   | Switzerland: 1,000,000   |
| <p><b>h) Vehicle taxation</b><br/>Proceedings with regard to the cantonal vehicle taxation of insured company vehicles.</p>  | Point in time of the order  | Switzerland: 1,000,000   |



## D Real estate and landlords' legal protection insurance module

The real estate and landlords' legal protection insurance module is available only as a supplement to the Corporate legal protection insurance BASIC. The following provisions supplement the common provisions (Section I).

### D1 Insured persons and capacities

#### D1.1 Insured persons

The insurance covers the policyholder and the companies and subsidiaries listed in the policy that have their registered offices in Switzerland.

#### D1.2 Insured capacities

The insurance covers policyholders and insured persons in the performance of their declared operating activities in their capacity as:

- Owners or condominium owners of property in Switzerland.
- Landlords or lessors in relation to private-law disputes with tenants or leaseholders.
- Building managers against private-law disputes with their principals.

#### D1.3 Insured real estate

All real estate declared to Fortuna (excluding undeveloped land). Parking spaces, garages as well as recreational and storage rooms associated with the declared property are also insured.

### D2 Geographical scope and duration

#### D2.1 Geographical scope

The insurance covers legal cases where the place of jurisdiction is located in Switzerland, Swiss law applies and a court judgement can be enforced in Switzerland.

#### D2.2 Duration

The insurance covers legal cases that are caused by an event occurring during the term of the insurance contract and reported to Fortuna within this time period. A waiting period of 60 days from the start of the contract applies. The waiting period does not apply if the same risk was insured by a previous insurer and if the insurance transition occurs without interruption.

The applicable point in time used for evaluating the temporal cover is given in Section D3.

The insurance does not cover legal cases that are the result of events or facts that had their origin before the policy came into effect or that were known or could have been known before then.

### D3 Scope of cover and insured amount

The insurance covers representation of legal interests in the following areas up to a maximum insured amount per legal case of CHF 100,000 in Switzerland:

| Branch of law   | Applicable point in time used for evaluating the duration of cover   | Geographical coverage and insured amount per legal case |
|---|--|---|
| <b>a) Works contract as ordering party</b><br>Disputes under private law in the capacity of ordering party of works contracts for extensions and conversions of insured property subject to building permission as well as related procedures arising from proceedings relating to the registering of builders' rights of lien. | Point in time of the actual or alleged infraction or breach of contract  | Switzerland: 100,000                                    |
| <b>b) Mandate law</b><br>Disputes in connection with the management or maintenance of the insured property.   | Point in time of the actual or alleged infraction or breach of contract  | Switzerland: 100,000                                    |
| <b>c) Tenancy law as landlord</b><br>Private law disputes arising in connection with the rental or leasing of insured real estate in Switzerland.   | Point in time of the actual or alleged infraction or breach of contract  | Switzerland: 100,000                                    |
| <b>d) Easements</b><br>Disputes concerning easements recorded in the land register in favour of or against the insured property.  | Point in time of the actual or alleged infraction  | Switzerland: 100,000                                    |
| <b>e) Condominium law</b><br>Disputes with other condominium owners in relation to the insured property, concerning joint costs and charges or construction works where no official permit is required.   | Point in time of the actual or alleged infraction  | Switzerland: 100,000                                    |
| <b>f) Neighbours' rights law</b><br>Disputes under private law with neighbours relating to the insured property in relation to smoke, gas, odour or noise emissions and boundary disputes.  | Point in time of the actual or alleged infraction or of the origin of the event that caused the dispute            | Switzerland: 100,000                                    |
| <b>g) Public construction and planning law</b><br>Disputes in relation to the insured property that concern a building application submitted by an immediate neighbour until a decision has been reached by a court of first instance.  | Point in time of submission of an application for a building permit or acknowledgement of the construction project | Switzerland: 100,000                                    |
| <b>h) Expropriation law</b><br>Disputes with the public administration resulting from expropriation of the insured property.  | Point in time of origin of the event that caused the loss  | Switzerland: 100,000                                    |
| <b>i) Tax law</b><br>Disputes before Swiss tax and tax law authorities concerning taxes on property gains, change of ownership and property.  | Point in time of the tax period  | Switzerland: 100,000                                    |
| <b>j) Insurance law</b><br>Disputes with Swiss private insurance companies or public insurance schemes in connection with the insured property.   | Point in time of the event giving entitlement to insurance benefits  | Switzerland: 100,000                                    |



## E Internet legal protection insurance module

The Internet legal protection insurance module is available only as a supplement to the Corporate legal protection insurance BASIC. The following provisions supplement the common provisions (Section I).

### E1 Insured persons and capacities

#### E1.1 Insured persons

The insurance covers the policyholder and the companies and subsidiaries listed in the policy that have their registered offices in Switzerland.

#### E1.2 Insured capacities

The insurance covers the policyholder and/or insured persons in the performance of their declared operating activities.

### E2 Geographical scope and duration

#### E2.1 Geographical scope

- Switzerland: The insurance covers legal cases where the place of jurisdiction is located in Switzerland, Swiss law applies and a court judgement can be enforced in Switzerland.
- Rest of the world: The insurance covers legal cases occurring in countries where due process is assured, provided the place of jurisdiction is located in one of these countries, the case is subject to the law of one of these countries and the judgement is enforceable in the country in question.

### E3 Scope of cover and insured amount

The insurance covers representation of legal interests in the following areas up to a maximum insured amount per legal case of CHF 100,000 in Switzerland and, if specified, CHF 50,000 in the rest of the world:

The specific geographical scope of cover for the respective branches of law is listed in Section E3.

#### E2.2 Duration

The insurance covers legal cases that are caused by an event occurring during the term of the insurance contract and reported to Fortuna within this time period. A waiting period of 60 days from the start of the contract applies. The waiting period does not apply if the same risk was insured by a previous insurer and if the insurance transition occurs without interruption.

The applicable point in time used for evaluating the temporal cover is given in Section E3.

The insurance does not cover legal cases that are the result of events or facts that had their origin before the policy came into effect or that were known or could have been known before then.

| Branch of law  | Applicable point in time used for evaluating cover  | Geographical coverage and insured amount per legal case in CHF |
|--|---|--|
| <b>a) Personality rights</b><br>Infringement of the personality rights of the insured person through insult, libel and slander committed via electronic media and recognisable to third parties:<br>– Order, under threat of legal action, to desist from attacks that constitute an infringement of personality rights.<br>– Assert any claims for damages.<br>– Request that entries that constitute an infringement of personality rights be deleted or amended. Fortuna can appoint an external service provider in such a case. | Point in time of the origin of the event that constituted an infringement of personality rights | Switzerland: 100'000<br>Rest of the world: 50'000              |
| <b>b) Misuse of credit cards</b><br>Asserting claims for damages in the event of the misuse of credit card data for the purposes of purchasing goods and services via the internet.  | Point in time of the origin of the event that caused the loss                                   | Switzerland: 100,000<br>Rest of the world: 50,000              |
| <b>c) Identity misuse</b><br>Asserting claims for damages in the event of the misuse of personal authentication (e.g. identification codes) for fraudulent purposes via the internet.  | Point in time of the origin of the event that caused the loss                                   | Switzerland: 100,000<br>Rest of the world: 50,000              |
| <b>d) Internet domain</b><br>Disputes related to the registered domains in Switzerland of the policyholder and its co-insured companies and subsidiaries.  | Point in time of the actual or alleged infraction or breach of contract                         | Switzerland: 100,000   |



## F Debt collection legal protection insurance module

The Debt collection legal protection insurance module is available only as a supplement to the Corporate legal protection insurance BASIC. The following provisions supplement the common provisions (Section I).

### F1 Insured persons and capacities

#### F1.1 Insured persons

The insurance covers the policyholder and the companies and subsidiaries listed in the policy that have their registered offices in Switzerland.

#### F1.2 Insured capacities

The insurance covers the policyholder and its co-insured companies and subsidiaries in the capacity of creditor in connection with the collection of debts associated with its declared operating activities.

### F2 Geographical scope and duration

#### F2.1 Geographical scope

The insurance cover applies to debts for which the place of debt collection and place of jurisdiction are located in Switzerland and to which Swiss law applies.

#### F2.2 Duration

The insurance cover applies to cases of debt collection that relate to a debt that has been incurred during the term of the insurance contract and reported to Fortuna within this time period. A waiting period of 60 days from the start of the contract applies. The waiting period does not apply if the same risk was insured by a previous insurer and if the insurance transition occurs without interruption.

The applicable point in time used for evaluating the temporal cover is given in Section F3.

### F3 Scope of cover and insured amount

The insurance covers representation of legal interests in the following areas up to a maximum insured amount per case of debt collection of CHF 50,000 in Switzerland:

| Branch of law   | Applicable point in time used for evaluating the duration of cover | Geographical coverage and insured amount per debt collection case in CHF |
|---|--|--|
| <b>Debt collection legal protection insurance and credit assessment</b><br>The insurance covers the collection of undisputed debts that have not expired by limitation from the policyholder and its co-insured companies and subsidiaries arising from contracts with customers that have their registered office/place of residence in Switzerland. | Late payment by the debtor   | Switzerland: 50,000  |

#### Specific features/benefit restriction

Benefits under debt collection legal protection insurance comprise exclusively:

- The collection of debts of a non-periodic nature and the assumption of debt collection costs until the acquisition of a certificate of shortfall (Pfändungsverlustschein) or a bankruptcy notice is issued, provided that the claim is for at least CHF 500. The insured company is responsible for sending the first reminder. The insurance does not cover the collection of rent, debts related to medical and therapeutic benefits or collection from overindebted customers.
- Fortuna will carry out a maximum of 15 credit assessments per year for the purpose of investigating customer solvency.
- Fortuna may entrust an external service provider with the collection of the debt within the insured amount.



## G Advisory legal protection insurance module

The advisory legal protection insurance module is available only as a supplement to the Corporate legal protection insurance BASIC. The following provisions supplement the common provisions (Section I).

### G1 Insured persons and capacities

#### G1.1 Insured persons

The insurance covers the policyholder and the companies and subsidiaries listed in the policy that have their registered offices in Switzerland.

#### G1.2 Insured capacities

The insurance covers the policyholder and/or insured persons in the performance of their declared operating activities.

### G3 Advisory services and insured amount

The insurance covers advisory services in the following areas up to a maximum insured amount per insurance year of CHF 3,000 in Switzerland:

| Branch of law   | Applicable point in time used for evaluating the duration of cover | Geographical coverage and insured amount per insurance year in CHF |
|---|--|--|
| <b>Advisory legal protection insurance</b><br>Fortuna will provide the insured person with legal advice irrespective of insurance cover and the existence of a legal dispute, where legal problems in question are not insured elsewhere. | Origin of the event that triggered the need for advice             | Switzerland: 3,000   |

#### Specific features/benefit restriction

Benefits under advisory legal protection insurance comprise exclusively:

- Personalised legal advice by a team of Fortuna legal experts (legal specialists and lawyers) up to an annual maximum of 15 hours of advice. This includes the assessment of the legal situation, the review and issue of expert opinions of legal briefs, the assessment of the prospects of success of legal action, the issue of recommendations with regard to future legal proceedings and the referral of legal representatives.
- Under the advisory service, Fortuna may issue a mandate to a lawyer or legal representative instead of providing the personalised legal advice itself.

## H Legal protection for private individuals insurance module

Company owners, partners and members of boards of trustees and boards of directors can take out insurance for themselves in their capacity as a private individual in accordance with the General Policy Conditions (GPC) of legal protection insurance for private individuals under the TOP module.



## I Common provisions

### I1 Benefits and benefit restrictions

#### I1.1 Insured benefits

In the absence of any specific benefit restrictions in the modules in question, Fortuna will provide the following benefits within the scope of the respective insured amounts per legal case:

- a) Handling of a legal case and representation of the insured person by Fortuna's internal legal service, as well as the internal handling costs incurred. Such internal handling will generally be performed by Fortuna's own legal experts and lawyers.
- b) Costs of an external lawyer or legal representative.
- c) Court and other procedural costs imposed on the insured person.
- d) Any reimbursement of litigation costs to the other party imposed on the insured person.
- e) Costs of expert opinions ordered by Fortuna or the courts.
- f) Costs of mediation proceedings in Switzerland agreed upon with Fortuna or ordered by a Swiss court.
- g) Collection costs for amounts awarded by the court or in a settlement to the insured person in a legal case covered and handled by Fortuna. Costs are covered until a certificate of shortfall (Pfändungsverlustschein) is issued or until the bankruptcy office issues a bankruptcy notice. Outside of Switzerland, benefits are limited to a maximum of CHF 5,000.
- h) Advance of bail up to CHF 100,000 to avoid being remanded in custody.
- i) Necessary travelling costs associated with travelling to court proceedings abroad up to CHF 5,000.
- j) Translation costs associated with necessary court proceedings abroad up to CHF 5,000.
- k) A legal hotline to obtain initial legal information from Fortuna's legal service.

#### I1.2 Benefit restrictions

The following are not covered by Fortuna:

- a) Fines, penalties, contractual penalties and other punitive obligations imposed on the insured person.
- b) Payment of damages of any kind.
- c) Costs for which a third party would be liable if this legal protection insurance did not exist.
- d) The assertion of claims ceded or transferred by or to an insured person.
- e) Costs of blood and other analyses (such as for medical examinations where intoxication or drug consumption is suspected) as well as of medical examinations in general.
- f) Costs of official notarisations, entries and deletions from official registers, and authorisations of all kinds.

#### I1.3 Direct indemnity in lieu of litigation

Fortuna has the right, instead of assuming legal costs, to pay the insured person an amount covering the insured person's economic interest in lieu of litigation, and is thus released from its obligation to provide insurance benefits. The basis is the material value in dispute, taking due account of trial and collection risks.

#### I1.4 Same event

Where multiple disputes involving an insured person or several individuals insured under the same policy arise from the same event or from the same circumstances, such disputes taken together will be deemed to be a single legal case.

#### I1.5 Subsidiarity

The legal protection insurance cover is subsidiary to all other mandatory or optional insurance.

### I2 Cover restrictions

The following are not insured:

- a) Matters that fall under a module that had not been selected by the policyholder.
- b) Branches of law not specifically mentioned in the selected modules.
- c) Disputes with Fortuna, its employees or persons engaged to defend the interests of the insured person.
- d) Disputes between relatives or between persons insured under the same policy. In the event of disputes pertaining to employment law between the policyholder and another insured person under the same policy, only the policyholder is insured.
- e) Legal cases relating to defending non-contractual claims for damages by third parties.
- f) Disputes in connection with a deliberate crime, misdemeanour, infraction or attempt thereof of which the insured person is accused.
- g) Disputes in connection with wars or warlike events, terrorist events, violations of neutrality, riots, strikes and unrest of all kinds.
- h) Disputes in connection with harmful radiation, nuclear fission/fusion and natural disasters.
- i) Proceedings before courts of arbitration or proceedings before international or supranational courts.
- j) Disputes in connection with liability claims.
- k) Disputes in connection with employment contracts of professional athletes and professional coaches.
- l) Disputes in connection with mandate relationships with lawyers, tax advisors, notaries, trustees, accountants and auditors.
- m) Disputes in connection with legal transactions with a financial purpose (notably banking, stock exchange, forward, financial, investment and speculative transactions), with the investment and management of assets or with works of art.
- n) Disputes in connection with contracts related to property (including condominium property) or to ownership of land or mortgages.
- o) Disputes in connection with works agreements relating to new builds or conversions in the capacity of ordering party, provided an official permit is required for individual work items or for all work items.
- p) Disputes in connection with the activity as general or total contractor.
- q) Disputes in the area of company law and in connection with company acquisitions, sales and holdings (mergers & acquisitions).



- r) Disputes in connection with debt enforcement and bankruptcy law.
- s) Disputes with overindebted companies and associated claims against third parties.
- t) Disputes in connection with cyberattacks using viruses, trojans and other malware.
- u) Supplementary and penalty tax proceedings.
- v) Disputes arising from rental adjustments (unless these result from value-enhancing investments), from bills for heating and ancillary costs or in connection with minor maintenance work.
- w) Legal cases arising at a time when the driver had a blood alcohol level of 1.5‰ or 0.75 mg/l or more or had consumed other prohibited substances affecting their fitness to drive.
- x) Legal cases if, at the time of inception of the legal case, the driver did not have a valid driver's licence, was not authorised to operate the vehicle or was driving a vehicle not equipped with valid registration plates or not covered by the legally prescribed insurance.
- y) Legal cases in relation to journeys not permitted by law or participation in races, competitions or training drives on a circuit or racetrack.
- z) Claims and proceedings in connection with any of the above exclusions.

### **13 Procedure in the event of a claim**

#### **13.1 Reporting and processing**

##### **13.1.1 Reporting and processing**

The insured person must report to Fortuna every event in respect of which benefits are sought from Fortuna, without delay and in writing or in text form. Once a legal case has been reported, Fortuna will discuss the next steps to be taken with the insured person. Fortuna can provide the benefits through its internal legal service or appoint an external service provider for this.

##### **13.1.2 Cooperation**

The insured person must provide Fortuna or the representative appointed by Fortuna with all documents and information pertaining to the case, completely and truthfully, submit all items of evidence without delay, and grant the necessary powers of attorney. Fortuna may set a deadline of 10 days for this purpose. If this request is not complied with, Fortuna is released from its obligation to perform.

##### **13.1.3 Settlement**

Settlements that contain obligations on the part of Fortuna may be concluded by the insured person or their legal representative only with Fortuna's consent in writing or in text form.

##### **13.1.4 Compensation**

Any court costs, party compensations or damages awarded to the insured person in or out of court are to be reimbursed in full to Fortuna.

#### **13.2 Selection of a lawyer**

##### **13.2.1 Issuing of mandates**

Fortuna is the sole body authorised to issue mandates to legal representatives. Insured persons may not themselves engage

a legal representative or initiate any legal action or other legal recourse before Fortuna has given its approval in writing or in text form. Otherwise, Fortuna is released from its obligation to perform.

##### **13.2.2 Selecting a legal representative**

If it becomes necessary to engage the services of a lawyer with regard to court or administrative proceedings for which representation by a lawyer is required, or if this is necessitated by a conflict of interest, the insured person may freely choose a legal representative in consultation with Fortuna. The legal representative must be qualified in the area of law applicable to the case and have its registered office within the district covered by the authorities responsible for the court or administrative proceedings. If Fortuna rejects the chosen legal representative, the insured person may propose three other, mutually independent legal representatives, of which Fortuna must select one.

##### **13.2.3 Release from professional secrecy**

The insured person releases the representative engaged from the obligation of professional secrecy vis-à-vis Fortuna and authorises the representative to disclose all documents and information relevant to the case to Fortuna.

##### **13.2.4 Payment commitment**

Fortuna may impose a limit or deadline on a payment commitment, make it contingent on or subject to conditions or limit it to certain legal matters or segments of proceedings.

#### **13.3 Differences of opinion**

##### **13.3.1 No probability of success**

In the event of differences of opinion regarding the handling of a legal case or if Fortuna declines to provide benefits for a measure due to there being no prospect of success, Fortuna must justify its opinion in writing or in text form without delay and inform the insured person of the possibility of a procedure in the event of a difference of opinion. In this case, compliance with deadlines pertaining to legal recourse, forfeiture, limitation periods, etc. becomes the responsibility of the insured person.

##### **13.3.2 Procedure**

If the insured person does not agree with the opinion held by Fortuna, the insured person may submit the matter within 90 days of receipt of the refusal to a qualified Swiss lawyer or professor of law as sole arbitrator. The arbitrator must be chosen jointly by the insured person and Fortuna and will decide on the basis of a simple exchange of correspondence submissions. The arbitrator will demand an advance from both parties in the amount of the full anticipated cost of the proceedings. No damages may be awarded. If the insured person does not demand such arbitration within 90 days of receipt of the rejection, the right to arbitration will be deemed to be waived. In all other respects, the provisions of the Swiss Code of Civil Procedure applies.

##### **13.3.3 Measures at the insured person's own cost**

If the insured person initiates proceedings at their own cost after Fortuna declined the provision of benefits and secures a

judgement that is more favourable for the insured person than the opinion notified in writing or in text form by Fortuna or than the result of arbitration, Fortuna will assume the necessary costs incurred up to the maximum insured amount.

## **14 General provisions**

### **14.1 Basis of the contract**

#### **14.1.1 General principles**

The insurance contract between the policyholder and Fortuna is based on the application, the policy, the General Policy Conditions (GPC), the Federal Insurance Contracts Act (VVG), the Federal Insurance Supervision Act (VAG) and the Ordinance on the Supervision of Private Insurance Companies (AVO), and any other applicable laws.

#### **14.1.2 Place of jurisdiction and applicable law**

This contract is governed by and construed in accordance with Swiss material law. The policyholder can take legal action against Fortuna at their domicile in Switzerland or at Fortuna's registered office in Adliswil.

#### **14.2 Inception and duration of insurance**

The beginning and end of the insurance contract are specified in the policy. The contract and individual modules may be cancelled each year on the premium due date in writing or in text form subject to a one-month period of notice. The insurance is renewed automatically for one year at the end of the term if it is not cancelled by Fortuna or the policyholder at least one month before expiry. The contract may be terminated at any time for good cause.

#### **14.3 Cancellation in the event of a claim**

##### **14.3.1 Cancellation by the policyholder**

Following the reporting of an insured legal case for which Fortuna provides benefits, the policyholder may cancel the contract within 14 days of being notified of the last benefit provided.

##### **14.3.2 Cancellation by Fortuna**

Following the reporting of an insured legal case for which Fortuna provides benefits, Fortuna may cancel the contract at the latest upon its last payment or benefit.

##### **14.3.3 End of insurance cover**

The insurance cover will lapse 14 days after the other party receives the notice of cancellation or after expiry of the collection period at the post office.

#### **14.4 Premiums**

##### **14.4.1 Premium payment**

The premium is due on the date specified in the contract. If the premium is paid in instalments, Fortuna may levy a surcharge for each instalment.

##### **14.4.2 Changes to the premium or the contract**

Fortuna has the right to unilaterally amend the insurance contract in the event of changes to the law, decisions by the highest courts or new FINMA provisions that affect the insurance contract and make such amendments necessary.

The calculation of the premium is based on facts that are subject to change (business activities, revenue, number of employees, number of vehicles, number of commercial properties, insured rental agreements, etc.). The policyholder will notify Fortuna at the beginning of each new insurance year of any changes that have taken place. Any new ordinary risks that occur during the course of the insurance year will generally be insured under the modules selected until the next premium due date. Any extraordinary changes (mergers, takeovers or fundamental changes in business activities) must, however, be reported in writing or in text form immediately during the course of the insurance year. Following the notification of a change, Fortuna may increase or reduce the premium according to the tariff or cancel the contract within 14 days. In the case of a premium increase, the policyholder may cancel the contract within 14 days of the date of the increase.

##### **14.4.3 Non-payment of premiums**

If the policyholder falls into arrears with the payment of the premiums, Fortuna will be entitled to charge default interest and reminder costs in addition to the outstanding premiums. Fortuna may also assign collection of the outstanding premiums (including default interest and reminder costs) to a third party. If measures are taken to collect the premium due, the policyholder will be charged a flat-rate fee of CHF 40 for collection.

##### **14.4.4 Fees**

Fortuna reserves the right to charge fees of up to CHF 5 for special services and administrative expenses not included in the premium (e.g. fees incurred when the premium is paid at the post office). This is subject to the provisions of no. 14.4.3.

#### **14.5 Other rights and obligations**

##### **14.5.1 Notices**

###### **Notices to Fortuna:**

You can send all notices and disclosures to the following reporting offices:

- Internet: [generali.ch/address](https://www.generali.ch/address)
- By post:  
Fortuna Legal Protection Insurance Company Ltd.  
Soodmattenstrasse 2  
8134 Adliswil

###### **Notices from Fortuna:**

Fortuna will validly deliver notices to the contact details last provided by you.

##### **14.5.2 Transfer of registered office abroad**

Insurance coverage will cease if the policyholder moves its registered office abroad.

##### **14.5.3 Rejection or curtailment of benefits**

Fortuna may decline or curtail benefits if the insured person does not meet their legal or contractual obligations and duties through their fault and if the breach of these obligations has an impact on the damage.

#### **I4.5.4 Assignment of claims**

Neither the policyholder nor the insured persons may assign claims under this contract to third parties without Fortuna's consent in writing or in text form.

#### **I4.5.5 Right of revocation:**

The policyholder has the right to withdraw from the insurance contract by notice in writing or in text form within 14 days of receipt of the policy.

#### **I4.5.6 Sanctions**

If any statutory economic, trade or financial sanctions are in force that are incompatible with this insurance contract, this insurance contract does not give rise to any insurance coverage or other benefits from Fortuna. This applies irrespective of any contrary contractual provisions. In particular, Fortuna is not obliged to pay out a claim or provide any other benefit arising from this contract if this would involve Fortuna breaching

trade or economic sanctions, laws or provisions, bans, restrictions or resolutions of the UN, EU, USA and/or Switzerland (e.g. pursuant to the EmbG, overarching list of individuals subject to sanctions, companies and organisations of the State Secretariat for Economic Affairs SECO). The list of sanction provisions that is currently valid can be accessed via [generali.ch/sanction](http://generali.ch/sanction) or requested from customer services.

#### **I4.5.7 Special arrangements**

Special arrangements will be valid only if approved in writing or in text form by Fortuna management.

#### **I4.6 Data protection**

Fortuna complies with all relevant provisions of data protection law when processing your personal data. You can find detailed information about the processing of personal data in our data protection provisions. The currently valid version can be accessed at any time at [generali.ch/dataprotection](http://generali.ch/dataprotection).