

# General Policy Conditions (GPC)

for Legal Protection Insurance for Private Individuals, Edition 2016  
 Fortuna Legal Protection Insurance Ltd., 8134 Adliswil

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## CUSTOMER INFORMATION

The following will provide you with key information about Fortuna and the principal content of the insurance contract.

Your rights and obligations as well as those of Fortuna are governed by the application, quote and/or policy, the General Policy Conditions (GPC) and the applicable legal provisions.

### About Fortuna

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Fortuna Legal Protection Insurance Ltd. (Fortuna) is a legal protection insurance company under Swiss law with its registered office in Adliswil. It is part of Generali Group Switzerland. Its legal status as an independent company guarantees its independence in the event of disputes with Generali Group Switzerland.

### How Fortuna protects you against legal risks

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Fortuna provides legal protection insurance for both private individuals and motorists, as well as a combination of the two. All are available as TOP and BASIC variants:

TOP:

- a) Personal legal protection insurance TOP
- b) Motorists' legal protection insurance TOP
- c) Combined legal protection insurance TOP (combination of personal and motorists' legal protection insurance TOP)

BASIC:

- a) Personal legal protection insurance BASIC
- b) Motorists' legal protection insurance BASIC
- c) Combined legal protection insurance BASIC (combination of personal and motorists' legal protection insurance BASIC)

The TOP insurance variant provides comprehensive protection against legal and financial risks in any situation. Real estate legal protection insurance is also available as a supplementary module to a personal legal protection insurance TOP policy.

The BASIC insurance variant provides cover for selected branches of law related to daily life.

### How much is the premium

The amount of your premium depends on the product variant (TOP or BASIC) and the insurance coverage (private, motorists' or combined insurance) you choose. Details on the premium can be found in your application, quote and/or policy.

### Who is insured

You can take out insurance for yourself as an individual (individual insurance) or for your family (family insurance), including your partner and other relatives living in the same household.

### Where does the insurance cover apply

Depending on the insured risk, TOP insurance coverage applies in Switzerland and the Principality of Liechtenstein, Europe and the world.

Coverage under the BASIC insurance variant is limited to Switzerland and the Principality of Liechtenstein.

### Which risks are covered under the insurance

You are insured against the legal and financial risks arising from a legal dispute. Which individual risks this covers depends on the product variant you selected (TOP or BASIC) and the relevant branches of law. You can find more detailed information on this in your policy and the GPC.

### Which benefits does Fortuna offer

If you have chosen the TOP product variant, Fortuna will cover the costs of an insured legal case up to a total amount of CHF 1,000,000 in Switzerland and the Principality of Liechtenstein, up to CHF 500,000 in Europe, and CHF 100,000 in the rest of the world, per legal case.

If you have taken out a BASIC insurance product, Fortuna will cover the costs of an insured legal case up to a total amount of CHF 250,000 per legal case.

### When does the 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 term if it is not terminated at least three months before expiry by registered letter. For more detailed information on terminating your insurance, please consult the GPC.

### When does the insurance cover begin and end

The insurance cover applies to legal cases that occur and are reported to Fortuna during the term of the insurance contract. No waiting periods apply.

### What obligations do I have as the policyholder

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

### Where can I find more information

Detailed information on the product variants (TOP and BASIC), the coverage they provide, benefits and restrictions can be found in the GPC.

### How Fortuna uses your data

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Fortuna might need to process your personal data when carrying out its insurance activities (risk assessment, claims processing, statistics, marketing). This includes in particular the data contained in the contracts, applications for insurance cover, claims notifications, medical reports or official documents. This information is kept in files or stored on electronic data carriers. Fortuna might need to transfer data pertaining to you to third parties such as lawyers, co-insurers, reinsurers, other Generali Group companies, medical officers or persons who prepare expert opinions. Fortuna also reserves the right to obtain information from third parties, in particular with regard to your claims history with previous insurers. Fortuna guarantees the confidential treatment of such data.

## GENERAL POLICY CONDITIONS (GPC 16)

The legally binding document is the original German version, which shall prevail in any case of doubt or differences of interpretation.

### A Scope of application

#### A1 Types of insurance

Fortuna offers the following insurance product variants:

##### Art. 1 TOP

- a) Personal legal protection insurance TOP
- b) Motorists' legal protection insurance TOP
- c) Combined legal protection insurance TOP (combination of personal and motorists' legal protection insurance TOP)
- d) Real estate legal protection insurance is available as a supplementary module to a personal legal protection insurance TOP policy.

##### Art. 2 BASIC

- a) Personal legal protection insurance BASIC
- b) Motorists' legal protection insurance BASIC
- c) Combined legal protection insurance BASIC (combination of personal and motorists' legal protection insurance BASIC)

#### A2 Insured persons

The insurance coverage applies to the policyholder (individual insurance) or to the policyholder and their family (family insurance).

##### Art. 1 Individual insurance

The insurance covers the policyholder entered in the policy and domiciled in Switzerland or in the Principality of Liechtenstein.

##### Art. 2 Family insurance

The insurance covers the policyholder entered in the policy and domiciled in Switzerland or in the Principality of Liechtenstein as well as the policyholder's partner and relatives, provided they permanently reside in the same household and are named in the policy.

#### A3 Geographical scope

The geographical scope of insurance depends on the variant chosen (TOP or BASIC) and the relevant branches of law (see Sections B2 and B3).

##### Art. 1 Switzerland

The insurance cover applies to legal cases for which the place of jurisdiction is located in Switzerland and to which Swiss law applies. The Principality of Liechtenstein is considered equivalent to Switzerland.

##### Art. 2 Europe

The insurance cover applies to legal cases occurring in a member state of the European Union (EU) or the European Economic Area (EEA), provided the place of jurisdiction is located in one of these states, the case is subject to the law of one of these states and the judgement is enforceable in the country in question.

##### Art. 3 Rest of the world (RoW)

The insurance cover applies to legal cases occurring in a country not included in the coverage for Europe (excluding the USA and Canada), provided the place of jurisdiction is located in one of these countries, proceedings under the rule of law are guaranteed and the country in question has a rating of no more than 2.5, i.e. is rated entirely "free", on Freedom House's current Freedom in the World index (<https://freedomhouse.org>) at the time when the claim is reported.

#### A4 Duration

##### Art. 1 Point in time

The insurance cover applies to legal cases that are caused by an event occurring during the term of the insurance contract and reported to Fortuna within this time period. In general, the point in time of the actual origin of the event, the alleged infraction or breach of contractual obligations is determinant. The determinant point in time is deemed to be:

- a) Under civil damages and victim support law: the point in time of the event causing the claim.
- b) Under insurance law: the point in time of the event giving entitlement to insurance benefits. In a disability case the occurrence of an accident or occurrence of incapacity to work due to illness is deemed to be the triggering event.
- c) Under criminal law: the point in time of the actual or alleged infraction of penal provisions.
- d) Under inheritance law: the point in time of the death of the testator.
- e) Under marital and divorce law: the point in time of the initial filing for divorce, separation or divorce mediation by one or both partners or of the initial dissolution of the household.

##### Art. 2 Restrictions

The following legal cases are not covered:

- a) Those arising before entry of the policy into force;
- b) Those attributable to events or facts originating before entry of the policy into force;
- c) Those arising in consequence of events or facts of which the insured person was already aware or could have been aware before the entry into force of the policy.

##### Art. 3 Gap in cover / Extension of cover

In the event of a gap or extension in cover, the above provisions on duration apply analogously.

#### A5 Insured benefits

The insured benefits depend on the variant chosen (TOP or BASIC) and the relevant branches of law (see Sections B2 and B3).

### Art. 1 Insured amount

Under the TOP insurance variant, Fortuna provides benefits in relation to insured legal cases up to the following total amounts:

- a) CHF 1,000,000 per legal case with coverage for Switzerland
- b) CHF 500,000 per legal case with coverage for Europe
- c) CHF 100,000 per legal case with coverage for the rest of the world
- d) CHF 10,000 per legal case under neighbours', internet and association law
- e) CHF 3,000 per legal case under personality rights, inheritance, marital and copyright law

Under the BASIC insurance variant, Fortuna provides benefits in relation to insured legal cases up to a total amount of CHF 250,000 per legal case.

### Art. 2 Benefits

Fortuna will provide the following benefits within the relevant insured amount:

- 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 is generally performed by Fortuna's own solicitors and lawyers.
- b) Costs of a lawyer or legal representative.
- c) Court and other procedural costs imposed on the insured person. Under the motorists' legal protection insurance BASIC, no fees, court or other procedural costs are covered up to and including proceedings at first instance.
- 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 ordered by Fortuna or 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 up until a certificate of shortfall (Pfändungsverlustschein) or bankruptcy notice is issued. Outside Switzerland benefits are limited to no more than CHF 5,000 per legal case.
- 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 per legal case.
- j) Translation costs associated with necessary court proceedings abroad up to CHF 5,000 per legal case.

### Art. 3 Benefit restrictions

The following are not covered by Fortuna:

- a) Fines, contractual penalties and other punitive payments 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) Disputes regarding claims which – after an insured event has occurred – have been assigned to an insured person or a third party or which have been transferred to the insured person or a third party in accordance with legal provisions or that could be asserted by the insured person in accordance with legal provisions.

- e) Costs for blood and other analyses (such as for medical examinations in the event of consumption of excess alcohol or drugs) as well as medical examinations in general.
- f) Costs for official notarisations, entries and deletions from official registers, and authorisations of all kinds.
- g) Costs for the assertion of claims vis-à-vis overindebted commercial companies.

### Art. 4 Direct indemnity in lieu of litigation

Fortuna has the right, instead of indemnification, to reimburse the insured person an amount covering the insured person's economic interest, based on the material value in dispute and taking due account of trial and collection risks, in lieu of litigation, thereby discharging its obligation to indemnify.

### Art. 5 Same event

Should 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 shall be deemed a single legal case.

### Art. 6 Legal hotline

Fortuna's internal legal service can be contacted for initial legal information and advice on how to proceed from a juridical point of view. The internal legal service is available to take your calls Monday to Thursday between 8:00 a.m. and 5:30 p.m. (Friday to 5:00 p.m.) on its hotline number +41 (0)58 472 72 00.

## B Scope of cover

### B1 Insured capacities

The policyholder and/or insured persons are insured in their capacity as:

#### Art. 1 Personal legal protection insurance

- a) Private individuals
- b) Persons pursuing an occupation as an employee
- c) Persons pursuing a sporting activity in their spare time
- d) Pedestrians, cyclists, riders on public property
- e) Passengers of public or private transport (excluding air transport)
- f) Persons using non-motorised sports equipment similar to a vehicle (roller blades, skateboards, scooters, etc.)

#### Art. 2 Motorists' legal protection insurance

- a) Private individuals or persons pursuing an occupation as an employee in their capacity as owners, holders, renters, drivers or passengers of a commercially or privately used vehicle (including motorcycles) registered for road traffic
- b) Pedestrians, cyclists, riders on public property
- c) Driver of a railway vehicle registered in Switzerland
- d) Passengers of public or private transport (excluding air transport)
- e) Owners, renters or skippers of watercraft registered in Switzerland, moored on and approved for Swiss waters
- f) Persons using non-motorised sports equipment similar to a vehicle (roller blades, skateboards, scooters, etc.)

## B2 Legal protection TOP

The insurance covers the representation of the insured persons' legal interests in the following branches of law:

Branch of law	Personal legal protection insurance TOP	Motorists' legal protection insurance TOP	Geographical coverage and insured sum per legal case in CHF
<p><b>a) Civil damages law</b> Asserting statutory non-contractual liability claims, provided no contractual or special status relationship exists under private or public law.</p> <p>Specific features: Compensation claims in relation to violations of personality rights or defamation fall within the scope of cover provided under personality rights law only.</p>	✓	✓	Switzerland: 1,000,000 Europe: 500,000 RoW: 100,000
<p><b>b) Criminal law</b></p> <ul style="list-style-type: none"> <li>– Defending the insured person in the event of criminal proceedings brought against them following an accusation of negligent breach of the legal provisions of the Criminal Code or Road Traffic Act.</li> <li>– Insurance coverage in the event of an accusation of an intentional criminal act is only provided if a) the insured person is fully acquitted, b) the proceedings are dismissed, or c) the insured person is found to have acted in self-defence or in response to an emergency situation, and if no costs, compensation or consideration in favour of the accuser or any other third party was imposed on the insured person, in either of the three cases. In this situation, insurance coverage means that Fortuna will indemnify the insured person for necessary and documented costs for the defence after the fact once the decision on the claim brought has become legally binding, provided the costs are not borne by the court or the state.</li> </ul> <p>Specific features: Disputes in relation to violations of personality rights or defamation fall within the scope of cover provided under personality rights law only.</p>	✓	✓	Switzerland: 1,000,000 Europe: 500,000 RoW: 100,000
<p><b>c) Victim support law</b> Asserting claims for damages and compensation for personal suffering under the Swiss Victims Support Act.</p>	✓	✓	Switzerland: 1,000,000
<p><b>d) Insurance law</b> Disputes with Swiss private insurance companies or public insurance schemes (including pension funds and health insurers) with which the insured person is insured or enrolled.</p>	✓	✓	Switzerland: 1,000,000
<p><b>e) Ownership and property law</b> Private law disputes regarding ownership and other material rights to movable property.</p>	✓	✓	Switzerland: 1,000,000
<p><b>f) Employment law</b> Disputes with employers pertaining to private-law or public-law employment relations with a disputed sum of up to CHF 300,000. In the event of a partial claim, the determining amount in dispute is not that of the partial claim, but of the entire action. Where the amount in dispute exceeds CHF 300,000, costs are covered proportionally to the ratio of CHF 300,000 to the total amount in dispute.</p>	✓		Switzerland: 1,000,000

<p><b>g) Tenancy law</b></p> <p>Disputes</p> <ul style="list-style-type: none"> <li>– as a renter of movable property (other than vehicles)</li> <li>– as a tenant of an apartment or single-family house (incl. the associated parking space or garage) in Switzerland, provided the rental property is the insured person's permanent residence.</li> </ul>	✓	Switzerland: 1,000,000
<p><b>h) Patient law</b></p> <p>Disputes as a patient with physicians, dentists, chemists, physiotherapists, hospitals, care homes and other medical service providers authorised in Switzerland in connection with mistaken diagnosis or incorrect treatment (including the duty to provide information).</p>	✓	Switzerland: 1,000,000
<p>Specific features: For disputes as a patient with physicians and hospitals in connection with emergency treatment, the geographical scope of cover is extended to Europe (insured amount of up to CHF 500,000) and the rest of the world (insured amount of up to CHF 100,000).</p>		
<p><b>i) Travel law</b></p> <p>Disputes</p> <ul style="list-style-type: none"> <li>– in connection with a package holiday, accommodation or lodging agreement</li> <li>– in connection with a transport agreement</li> <li>– in which the insured person is the renter of a holiday apartment or home for their own use for a maximum of three months.</li> </ul>	✓	Switzerland: 1,000,000 Europe: 500,000 RoW: 100,000
<p><b>j) Other contract law</b></p> <p>Disputes in connection with other consumer agreements not mentioned above and other agreements governed by the Swiss Code of Obligations intended for the insured person's personal or family's purposes.</p>	✓	Switzerland: 1,000,000 Europe: 500,000 RoW: 100,000
<p>Specific features: Disputes in connection with vehicles are covered only under motorists' legal protection insurance TOP.</p>		
<p><b>k) Vehicle contract law</b></p> <p>Disputes in connection with</p> <ul style="list-style-type: none"> <li>– purchase or work agreements in relation to a vehicle registered to the insured person, or the lending or renting of a vehicle free of charge</li> <li>– leasing, conditional sale and committed credit agreement in relation to a vehicle registered to the insured person.</li> </ul>	✓	Switzerland: 1,000,000 Europe: 500,000 RoW: 100,000
<p><b>l) Licence suspension</b></p> <p>Proceedings before Swiss administrative authorities to suspend a driver's license.</p>	✓	Switzerland: 1,000,000
<p><b>m) Vehicle taxation</b></p> <p>Proceedings with regard to the cantonal vehicle taxation of insured vehicles.</p>	✓	Switzerland: 1,000,000
<p><b>n) Neighbours' rights law</b></p> <p>Civil law disputes as an owner or tenant with direct neighbours due to smoke, gas, odour or noise emissions as well as disputes regarding demarcations (exhaustive list), provided the apartment or property is located in Switzerland and serves as the permanent residence of the insured person.</p>	✓	Switzerland: 10,000



<p><b>o) Internet law</b></p> <p>Filing charges and asserting compensation claims in the event of the following actions directed at the insured person on the Internet:</p> <ul style="list-style-type: none"> <li>– cyberbullying</li> <li>– unauthorised use of personal means of authentication (e.g. identification and login codes) by a third party for fraudulent purposes</li> <li>– unauthorised use of credit cards for the purpose of acquiring goods and services.</li> </ul>	✓	<p>Switzerland: 10,000</p> <p>Europe: 10,000</p> <p>RoW: 10,000</p>
<p><b>p) Association law</b></p> <p>Disputes with an association registered in Switzerland regarding membership or membership fees, provided the association has no political or religious purpose.</p>	✓	Switzerland: 10,000
<p><b>q) Personality rights</b></p> <p>Filing charges and asserting compensation claims in the event of a violation of the insured person's personality rights under criminal law by mass media such as newspapers, magazines, radio and television.</p>	✓	Switzerland: 3,000
<p>Specific features: Disputes between private individuals are not covered.</p>		
<p><b>r) Inheritance law</b></p> <p>Disputes regarding an inheritance, provided the testator's last place of residence was in Switzerland, the heirs are resident in Switzerland and there is no other international dimension to the dispute.</p>	✓	Switzerland: 3,000
<p>Specific features: The benefit is provided no more than once per inheritance case.</p>		
<p><b>s) Marital and divorce law</b></p> <p>Drawing up a complete separation or divorce agreement in the event of a separation or divorce by mutual agreement, provided the spouses agree on all the consequences of a divorce.</p>	✓	Switzerland: 3,000
<p>Specific features: The benefit is provided no more than once per couple.</p>		
<p><b>t) Copyright</b></p> <p>Asserting compensation claims in the event of an infringement of copyrights held by the insured person.</p>	✓	Switzerland: 3,000

### B3 Legal protection BASIC

The insurance covers the representation of the insured persons' legal interests in the following branches of law:

Branch of law	Personal legal protection insurance BASIC	Motorists' legal protection insurance BASIC	Geographical coverage and insured sum per legal case in CHF
<p><b>a) Civil damages law</b> Asserting statutory non-contractual liability claims, provided no contractual or special status relationship exists under private or public law.</p> <p>Specific features: Compensation claims in relation to violations of personality rights or defamation are covered under personal legal protection insurance TOP only.</p>	✓	✓	Switzerland: 250,000
<p><b>b) Criminal law</b> – Defending the insured person in the event of criminal proceedings brought against them following an accusation of negligent breach of the legal provisions of the Criminal Code or Road Traffic Act. – Insurance coverage in the event of an accusation of an intentional criminal act is only provided if a) the insured person is fully acquitted, b) the proceedings are dismissed, or c) the insured person is found to have acted in self-defence or in response to an emergency situation, and if no costs, compensation or consideration in favour of the accuser or any other third party was imposed on the insured person, in either of the three cases. In this situation, insurance coverage means that Fortuna will indemnify the insured person for necessary and documented costs for the defence after the fact once the decision on the claim brought has become legally binding, provided the costs are not borne by the court or the state.</p> <p>Specific features: Disputes in relation to violations of personality rights or defamation are covered under personal legal protection insurance TOP only.</p>	✓	✓	Switzerland: 250,000
<p><b>c) Victim support law</b> Asserting claims for damages and compensation for personal suffering under the Swiss Victims Support Act.</p>	✓	✓	Switzerland: 250,000
<p><b>d) Insurance law</b> Disputes with Swiss private insurance companies with which the insured person is insured or enrolled.</p> <p>Specific features: Disputes with public insurance schemes and pension funds are covered under personal legal protection insurance TOP only.</p>	✓	✓	Switzerland: 250,000
<p><b>e) Employment law</b> Disputes with employers pertaining to private-law or public-law employment relations with a disputed sum of up to CHF 100,000. In the event of a partial claim, the determining amount in dispute is not that of the partial claim, but of the entire action. Where the amount in dispute exceeds CHF 100,000, costs are covered proportionally to the ratio of CHF 100,000 to the total amount in dispute.</p>	✓		Switzerland: 250,000



<b>f) Tenancy law</b>	✓	Switzerland: 250,000
Disputes		
– as a renter of movable property (other than vehicles)		
– as a tenant of an apartment or single-family house (incl. the associated parking space or garage) in Switzerland, provided the rental property is the insured person's permanent residence.		

<b>g) Other contract law</b>	✓	Switzerland: 250,000
Disputes arising from (exhaustive list)		
– purchase agreements		
– barter agreements		
– donation agreements		
– loan agreements		
– works agreements		

Specific features: Disputes in connection with vehicles are covered only under motorists' legal protection insurance TOP.

<b>h) Licence suspension</b>	✓	Switzerland: 250,000
Proceedings before Swiss administrative authorities to suspend a driver's license.		

<b>i) Vehicle taxation</b>	✓	Switzerland: 250,000
Proceedings with regard to the cantonal vehicle taxation of insured vehicles.		

#### B4 Cover restrictions

The insurance does not cover the representation of the insured persons' legal interests in the following branches of law:

##### Art. 1 General cover restrictions

The following are not insured:

- Branches of law not specifically mentioned in Sections B2 and B3.
- Disputes with Fortuna, its employees or persons engaged to defend the interests of the insured person.
- Disputes among relatives (both by blood and by marriage) as well as among persons insured under the same policy; this excludes disputes under inheritance and marital law within the scope of the above coverage.
- Disputes in relation to full or part-time self-employment.
- Representing the interests of the insured person in the event of their involvement in a brawl or affray.
- Defence against third-party claims for damages.
- Disputes in relation to penal provisions not governed by the Criminal Code; this excludes penal provisions based on the Road Traffic Act within the scope of the above coverage.
- Disputes in connection with a deliberate crime, misdemeanour, infraction or attempt thereof of which the insured person is accused.
- Disputes in connection with wars or warlike events, terrorist events, violations of neutrality, riots, strikes and unrest of all kinds.
- Disputes in connection with harmful radiation, nuclear fission/fusion and natural disasters.
- Proceedings before international or supranational courts.
- Disputes subject to the Debt Enforcement and Bankruptcy Act (SchKG) or arising in connection with the pure collection of debts.

- Disputes in relation to the investment and management of assets.
- Claims and proceedings in connection with any of the above exemptions.

##### Art. 2 Additional cover restrictions under personal legal protection insurance

The following are not insured:

- Disputes in connection with mandate relationships of board members or people in similar functions in a simple partnership, commercial partnership, co-operative, foundation or association.
- Disputes in connection with employment contracts of professional athletes and professional trainers.
- Disputes in connection with mandate relationships with lawyers, tax advisors, notaries, trustees and bookkeepers.
- Disputes in connection with legal transactions with a financial purpose (notably banking, stock exchange, forward, financial, investment and speculative transactions) and related to art objects and investments of any kind.
- Disputes in connection with contracts related to real estate (including condominium property) as well as ownership of land or mortgages.
- Disputes in connection with works agreements relating to new builds or conversions or other works agreements pertaining to a property (incl. condominium property), provided an official permit is required for individual work items or for all work items.
- Disputes under corporate law as well as in connection with stakes in companies.
- Disputes in connection with matters that fall under motorists' legal protection insurance.
- Disputes in connection with claims and proceedings relating to any of the above exemptions.

### **Art. 3 Additional cover restrictions under motorists' legal protection insurance**

Cover is not provided:

- a) if, at the time of inception of the legal case, the driver had a blood alcohol level of 1.5‰ or more or had consumed other prohibited substances affecting his ability to drive.
- b) 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.
- c) for journeys by vehicle not permitted by law.
- d) in the event of participation in a race, competition or training drive on a circuit or racetrack.
- e) in matters that fall under personal legal protection insurance or real estate legal protection insurance.
- f) in the event of claims and proceedings relating to any of the above exemptions.

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

### **C1 Reporting and processing**

#### **Art. 1 Reporting**

Every event for which Fortuna should provide benefits must be reported to Fortuna by the insured person without delay and in writing. Culpable failure to notify in due time may result in Fortuna reducing or rescinding benefits.

#### **Art. 2 Processing**

Once a claim has been reported, Fortuna will discuss the procedure to be taken together with the insured person. Fortuna reserves the right to conduct out-of-court negotiations via its internal legal service before consulting an external lawyer. Fortuna is also entitled to authorise other representatives for this purpose.

#### **Art. 3 Cooperation**

The insured person must provide Fortuna and the appointed representative 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 the insured person a deadline of ten days for this purpose. Culpable failure to deliver in due time may result in Fortuna reducing or rescinding benefits.

#### **Art. 4 Partial claims**

Fortuna may request action to be brought initially for only a portion of claims, with action for the remaining claims delayed until the decision on the partial claims becomes legally binding.

#### **Art. 5 Similar claims**

If multiple individuals insured under the same policy have similar claims based on the same legal grounds against the same counterparty, Fortuna may require only one insured person's claim (or partial claim) to be prosecuted initially, with prosecution of the other insured persons' claims delayed until the decision on the prosecuted claim becomes legally binding.

### **Art. 6 Settlement**

Settlements that contain obligations on the part of Fortuna may only be concluded by the insured person or their legal representative with Fortuna's written consent. If consent is not obtained, Fortuna may refuse to accept the obligations assumed by the insured person.

### **Art. 7 Compensation**

Any court costs or damages awarded to the insured person in or out of court are to be reimbursed to Fortuna up to the amount of all payments made by Fortuna.

## **C2 Selection of a lawyer**

### **Art. 1 Issuing of mandate**

Fortuna is the sole body authorised to issue mandates to legal representatives. The insured person agrees not to engage a legal representative, initiate legal measures, lodge an appeal or other legal recourse before Fortuna has given its approval in writing. Otherwise, Fortuna may refuse to assume the additional costs and curtail or withhold further benefits.

### **Art. 2 Appointing a legal representative**

Should it be necessary to enlist the services of a lawyer with regard to court or administrative proceedings for which there is a monopoly of representation before the courts (Anwaltsmonopol) or due to a conflict of interests, the insured person may freely choose a legal representative in consultation with Fortuna. The legal representative must be qualified in the 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 declines to engage the chosen legal representative, the insured person may propose three other, mutually independent legal representatives, of which Fortuna must appoint one.

### **Art. 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.

### **Art. 4 Payment commitment**

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

## **C3 Differences of opinion**

### **Art. 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 a lack of probability of success, Fortuna must justify its proposed solution in writing without delay and inform the insured person of the possibility of a procedure in the event of differences of opinion in accordance with the provisions below. In this case compliance with deadlines pertaining to legal recourse, forfeiture, limitation periods etc. becomes the responsibility of the insured person.

## Art. 2 Procedure

Should the insured person not accept the solution proposed by Fortuna, they may submit the matter within 90 days of receipt of the refusal to a qualified Swiss lawyer or professor of law for a decision as sole arbitrator. The arbitrator is chosen jointly by the insured person and Fortuna and decides on the basis of a simple exchange of documents. The arbitrator obtains an advance from both parties in the amount of the full anticipated cost of the proceedings and imposes payment of this cost on the parties in accordance with its ruling. No damages shall be awarded. If the insured person does not demand such arbitration within 90 days of receipt of the refusal, it shall be deemed waived. If the parties are unable to agree on a sole arbitrator, the applicable provisions of the Swiss Code of Civil Procedure shall apply.

## Art. 3 Measures at the insured person's 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 solution proposed and justified in writing by Fortuna or than the result of arbitration, Fortuna will assume the necessary and documented costs incurred up to the maximum amount guaranteed.

## D General provisions

### D1 Contractual basis

#### Art. 1 General principles

The insurance contract between the policyholder and Fortuna is based on the application and/or quote, the policy, the General Policy Conditions (GPC), the Swiss Federal Law on Insurance Contracts (VVG), the Swiss Federal Law on Insurance Supervision (VAG) and the Supervision Ordinance (AVO), as well as any other relevant laws.

#### Art. 2 Place of jurisdiction and applicable law

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

### D2 Inception and duration of insurance

The beginning and end of the insurance contract are specified in the policy. The insurance is renewed automatically for one year at the end of the term if it is not terminated by Fortuna or the policyholder at least three months before expiry by registered letter.

### D3 Termination in the event of a claim

#### Art. 1 Termination by the policyholder

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

#### Art. 2 Termination by Fortuna

Following the reporting of an insured legal case for which Fortuna provides benefits, Fortuna may terminate the con-

tract at the latest after it has made its last payment or intervention.

## Art. 3 Termination of supplementary module for real estate legal protection insurance

The supplementary module for real estate legal protection insurance (see Section E1) may be terminated in the event of a claim, independently of the personal legal protection insurance.

## Art. 4 End of insurance cover

The insurance cover lapses 14 days after the termination was received by the contractual party or after expiry of the collection period at the post office.

### D4 Premiums

#### Art. 1 Due date

The premium is due on the date specified in the contract.

#### Art. 2 Partial payment

If the premium is paid in instalments, Fortuna may levy a surcharge for each instalment.

#### Art. 3 Change in premium

If the premium schedule is changed, the insurance may be adjusted accordingly.

#### Art. 4 Premium adjustment

If a premium is adjusted, Fortuna shall inform the policyholder by no later than 25 days before the adjustment comes into effect. If the policyholder disagrees with the adjustment, they may terminate the contract in writing with effect from the end of the insurance year in question. If Fortuna does not receive a notice of termination by the end of the insurance year, the policyholder will be deemed to have accepted the change to the contract.

#### Art. 5 Non-payment of premiums

If the policyholder falls into arrears with the payment of the premiums, Fortuna shall 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. In this case the policyholder will be charged a **flat-rate assignment fee in the amount of CHF 40**, due to the said third party.

### D5 Other rights and obligations

#### Art. 1 Notices

To be legally valid, notices must be sent to Fortuna at the following address: Fortuna Legal Protection Insurance Ltd., Soodmattenstrasse 2, 8134 Adliswil 1, Switzerland. Notices from Fortuna will be duly served to the last known address given by the policyholder. All notices required by the contract or by law must be given in writing.

#### Art. 2 Transfer of domicile abroad

Insurance cover ceases if the policyholder moves their place of residence abroad.

**Art. 3 Rejection or curtailment of benefits**

Fortuna may decline or curtail benefits if the insured person does not meet their contractual obligations.

**Art. 4 Assignment of claims**

Neither the policyholder nor the insured persons have the right to assign claims against Fortuna under this contract to third parties without Fortuna's written consent.

**Art. 5 Corrections**

If the contents of the policy or its supplements are not as agreed, the policyholder must ask for an amendment within four weeks of receipt of the document in question. Otherwise the content is deemed accepted.

**Art. 6 Right of withdrawal**

The policyholder has the right to withdraw from the insurance contract by written notice within 14 days of receipt of the policy.

**Art. 7 Special arrangements**

Special arrangements are binding only if confirmed in writing by Fortuna management.

**D6 Data protection**

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Fortuna might need to process your personal data when carrying out its insurance activities (risk assessment, claims processing, statistics, marketing). This includes in particular the data contained in the contracts, applications for insurance cover, claims notifications, medical reports or official documents. This information is kept in files or stored on electronic data carriers. Fortuna might need to transfer data pertaining to you to third parties such as lawyers, co-insurers, reinsurers, other Generali Group companies, medical officers or persons who prepare expert opinions. Fortuna also reserves the right to obtain information from third parties, in particular with regard to your claims history with previous insurers. Fortuna guarantees the confidential treatment of such data.

## E Supplementary module

### E1 Real estate legal protection insurance

Real estate legal protection insurance can only be concluded as a supplementary module to a personal legal protection insurance TOP policy. The following provisions apply in addition to the provisions governing the personal legal protection insurance TOP policy and shall take precedence.

#### Art. 1 Insured capacities and property

The insurance covers the policyholder and/or insured persons in their capacity as owner(s) of a maximum of three properties explicitly listed in the policy, located in Switzerland or the Principality of Liechtenstein, and having a maximum insured value of CHF 3,000,000 per property. Condominium property is treated as property. Insurance cover does not apply to undeveloped plots.

#### Art. 2 Co-ownership / Joint ownership

If the insured property is under co-ownership or joint ownership, Fortuna will provide partial benefits in proportion to the fraction of the insured property held by the insured person (in the case of joint ownership, in proportion to the remaining owners).

#### Art. 3 Geographical scope

The insurance cover applies to legal cases for which the place of jurisdiction is located in Switzerland and to which Swiss law applies. The Principality of Liechtenstein is considered equivalent to Switzerland.

#### Art. 4 Insured amount

Fortuna provides benefits in relation to insured legal cases up to a total amount of CHF 100,000 per legal case.

#### Art. 5 Scope of cover

Branch of law	Geographical coverage and insured sum per legal case in CHF
<b>a) Works agreement</b> In the event of disputes concerning new builds or conversions or other works agreements pertaining to the insured property, provided an official permit is required for individual work items or for all work and the total value of the construction does not exceed CHF 100,000.	Switzerland: 100,000
<b>b) Remit</b> Disputes relating to management and/or maintenance of the insured property. Cases involving a disputed amount of up to CHF 100,000 are covered. In the event of a partial claim, the determining amount in dispute is not that of the partial claim, but of the entire action. Where the amount in dispute exceeds CHF 100,000, costs are covered proportionally to the ratio of CHF 100,000 to the total amount in dispute.	Switzerland: 100,000
<b>c) Easements</b> Disputes concerning easements recorded in the land register in favour of or against the insured property.	Switzerland: 100,000
<b>d) Condominium law</b> Disputes with other condominium owners concerning joint costs and liabilities or in relation to construction work where no official authorisation is required.	Switzerland: 100,000
<b>e) Neighbours' rights law</b> Disputes as an owner with direct neighbours due to smoke, gas, odour or noise emissions as well as disputes regarding demarcations, the height of trees and hedges and their distance to demarcations, as well as any obstruction of views.	Switzerland: 100,000
<b>f) Employment if was an employer</b> Disputes under private-law employment relations with employees of the insured person where the employment exclusively entails managing and/or maintaining the insured property. Cases involving a disputed amount of up to CHF 100,000 are covered. In the event of a partial claim, the determining amount in dispute is not that of the partial claim, but of the entire action. Where the amount in dispute exceeds CHF 100,000, costs are covered proportionally to the ratio of CHF 100,000 to the total amount in dispute.	Switzerland: 100,000
<b>g) Public construction law</b> Appeal against a building application submitted by an immediate neighbour.	Switzerland: 100,000
<b>h) Expropriation law</b> Disputes with the public administration resulting from expropriation of the insured property.	Switzerland: 100,000

**Art. 6 Tenancy law as a landlord**

In its capacity as landlord, the insured person can take out insurance for private law disputes with tenants as a supplement to real estate legal protection insurance. The insurance cover is limited to the insured properties and a maximum of five rental agreements listed in the policy. The insured amount is a maximum of CHF 100,000 per legal case.

**Art. 7 Cover restrictions**

The insurance does not cover the representation of the insured persons' legal interests in the following branches of law:

- a) Branches of law not specifically mentioned in Section E1.
- b) Disputes in connection with debt collection, sequestration or a builder's lien in relation to the insured property.
- c) Claims and proceedings in connection with any of the above exemptions.
- d) In other matters the exclusions pursuant to Section B4 apply, unless an exclusion indicated there is explicitly covered.