

# General Policy Conditions (GPC 2019)

for Legal Protection Insurance for Private Individuals  
Edition 2019

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**Product variants and glossary**

**Abbreviations**

GPC	General Policy Conditions
AVO	Ordinance on the Supervision of Private Insurance Companies
SchKG	Swiss Federal Debt Enforcement and Bankruptcy Act
VAG	Swiss Federal Insurance Supervision Act
VVG	Swiss Federal Insurance Contract Act
ZPO	Swiss Civil Procedure Code

**Definitions**

Arbitration	Judgement of a dispute by a non-state court on which the parties to the dispute have agreed.
Certificate of shortfall	Document stating that there are not enough usable assets to cover a claim.
Contractual penalty	Contractually agreed fine if a contract is not performed or not performed properly.
Divorce agreement	Contract in which spouses specify the terms and consequences of their divorce.
Expropriation	The taking away of property by the state, or major restriction of ownership rights.
Gap in cover	Suspension of insurance cover if the insurance premium is paid too late or not at all.
Insurance value	Monetary value of the insured object at the time at which the contract is concluded.
Intellectual property right	Property right based on a technical or aesthetic invention or a distinctive sign or mark.
Lawyers' monopoly	Representation in court exclusively by a person who is admitted to the bar.
Legal costs	Cost of court proceedings and compensation of parties.
Liability claim	Claim for damages caused by a third party.
Limitation period	Period after the expiry of which a claim can no longer be enforced in court.
Loan for use	Use of an object free of charge without owning it.
Mediation process	Process in which an independent third party (mediator) acts as an intermediary between the parties to a dispute.
Public notarisation	Recording of facts in a specified form by a notary.
Rights in rem	Absolute authority over a movable object or a plot of land.
Satisfaction	Compensation for physical or mental suffering incurred.
Slander	Dissemination of false and defamatory allegations.
Supplementary benefit	Financial benefit that supplements the AHV/IV pension and income to cover the minimum cost of living.
Tax assessment	Official decision on the amount of tax to be paid.
Value in dispute	Monetary value of the matter in dispute.

**Customer information**

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

Both you and Fortuna have rights and obligations. These can be found in the application, the policy, the GPC and the applicable laws, in particular the VVG.

**About 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 Fortuna protects you against legal risks**

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

**TOP:**

- a) TOP personal legal protection insurance
- b) TOP motorists' legal protection insurance
- c) Combination: TOP personal and motorists' legal protection insurance

The TOP variant provides comprehensive protection against legal and financial risks. In addition to TOP personal legal protection insurance, you can also take out real estate legal protection insurance.

**BASIC:**

- a) BASIC personal legal protection insurance
- b) BASIC motorists' legal protection insurance
- c) Combination: BASIC personal and motorists' legal protection insurance

The BASIC variant offers you minimum insurance cover for selected areas of law.

**How much is the insurance premium?**

The premium depends on your chosen product variant (TOP or BASIC) and insurance cover (personal, motorists' or combined legal protection insurance). Details of the premium can be found in your application and in the policy.

**Who is insured?**

You can take out insurance for yourself as an individual (individual insurance) or for your family (family insurance).

**Where does the insurance apply?**

Insurance cover under the TOP product variant applies in Switzerland and the rest of the world (depending on the insured risk). Cover under the BASIC product variant only applies in Switzerland.

**What risks are covered under the insurance?**

Legal protection insurance protects you against the legal and financial risks of legal disputes. The insured risks differ depending on your chosen product variant (TOP or BASIC).

**What benefits does Fortuna offer?**

The costs covered by Fortuna in an insured legal case depend on the product variant you have chosen.

Under the TOP product variant, Fortuna provides benefits up to:

- CHF 1,000,000 in Switzerland and
- CHF 500,000 in the rest of the world.

Under the BASIC product variant, Fortuna provides benefits up to:

- CHF 250,000 in Switzerland.

**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 by registered letter no later than one month before the contract expires. You can find additional options for cancelling the contract in the GPC and VVG.

**When does your insurance cover begin and end?**

You are insured as soon as you take out your insurance contract. Fortuna does not apply any waiting periods. Insurance cover applies if the triggering event and the need for legal protection occur during the term of the insurance contract and are reported to Fortuna within this time period.

**What obligations do you have as the policyholder?**

You have an obligation to:

- pay the insurance premium
- report any insurance claim immediately
- provide the necessary information and details that Fortuna requires to investigate the claim.

**Where can you find more information?**

Detailed information on the product variants, the cover and benefits they provide, and any restrictions can be found in the GPC.

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**How Fortuna uses your data**

Fortuna processes data obtained from the application documents or during performance of the contract. Fortuna may obtain information from third parties (insurers, doctors, hospitals, etc.). This data may be used for: a) contract administration, b) all actions pertaining to the provision of services under the insurance contract, c) statistical evaluations, d) customer satisfaction surveys and e) marketing and advertising purposes.

Fortuna may, to the extent necessary, forward data to third parties in Switzerland and abroad for processing.

These are in particular: a) co-insurers and reinsurers, b) other companies within the Generali Group, c) public authorities, d) medical consultants, e) experts and lawyers.

Fortuna will store the data electronically or physically in a protected and confidential form throughout the period of its statutory or regulatory obligation. You have the right to ask Fortuna for the information specified by law on how your data is processed.

**General policy conditions (GPC 2019)**

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

**A Scope and validity****A1 Types of insurance**

Fortuna offers the following product variants:

**Article 1 TOP**

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

**Article 2 BASIC**

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

**A2 Insured persons****Article 1 Individual insurance**

The insurance covers policyholders resident in Switzerland.

**Article 2 Family insurance**

The insurance covers policyholders resident in Switzerland as well as all persons who live with them permanently in the same household.

**A3 Territorial limits**

The territorial limits of the insurance depend on which insurance variant (TOP or BASIC) is chosen and which areas of law are included (see Sections B2 to B5).

**Article 1 Switzerland**

The insurance covers legal cases for which the place of jurisdiction is located in Switzerland and to which Swiss law applies.

**Article 2 Rest of world**

The insurance covers legal cases that occur in countries in which due process of law is guaranteed and in which

the place of jurisdiction also lies. At the time the claim is notified, the country must be rated entirely "free" in Freedom House's "Freedom in the World" index, i.e. it must have a rating of no more than 2.5 (cf. freedom-house.org).

**A4 Temporal scope****Article 1 Time of cover**

Insurance cover applies if the triggering event and the need for legal protection occur during the term of the insurance contract and are reported to Fortuna within this time period. The relevant time of cover is specified in Sections B2 to B4.

**Article 2 Restrictions**

The insurance does not cover legal cases which are attributable to events or facts that originated before the policy came into force or which arose as a result of events or facts which were known or could have been known to the insured person before the policy came into force. No insurance cover exists in the event of a gap in cover.

**A5 Insured benefits**

The benefits insured depend on which insurance variant (TOP or BASIC) is chosen and which areas of law are included (see Sections B2 to B5).

**Article 1 Sum insured**

For legal cases insured under the TOP product variant, Fortuna provides benefits of up to CHF 1,000,000 in total per legal case. The relevant sum insured is set out in Section B2.

For legal cases insured under the BASIC product variant, Fortuna provides benefits of up to CHF 250,000 in total per legal case.

For legal cases insured under the supplementary module for real estate legal protection insurance, Fortuna provides benefits of up to CHF 250,000 in total per legal case. The relevant sum insured is set out in Section B2.

**Article 2 Benefits**

In the case of notified and insured legal cases, Fortuna provides the following benefits within the scope of the sum insured:

- a) Handling of the legal case and representation of the insured person by Fortuna's internal legal service
- b) Cost of a lawyer or legal representative
- c) Court fees and other procedural costs imposed on the insured person

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- d) Any compensation for legal fees awarded to the other party and imposed on the insured person
- e) Cost of expert opinions ordered by Fortuna or the courts
- f) Cost of a mediation process agreed with Fortuna or ordered by a Swiss court
- g) Advance bail payments to avoid being remanded in custody
- h) Collection costs for claims awarded to the insured person in an insured legal case. Such costs are covered until a certificate of shortfall (Pfändungsverlustschein) or bankruptcy notice is issued, at the latest
- i) Cost of travel to court proceedings abroad
- j) Translation costs for court proceedings abroad
- k) Payment of the costs for a lawyer in the event of arrest; for the first police interrogation up to CHF 500

#### **Article 3 Hotline for legal advice**

A hotline is available for legal information by telephone.

#### **Article 4 Restrictions on benefits**

Fortuna will not cover:

- a) Fines, contractual penalties or other punitive payments imposed on the insured person;

- b) Payment of damages of any kind;
- c) Costs that others would have to bear if this legal protection insurance did not exist;
- d) Disputes concerning claims that were assigned or transferred to an insured person or a third party after the occurrence of the insured event;
- e) Costs of blood tests and other analyses and medical examinations;
- f) Costs of official notarisations, entries to and deletions from official registers, and authorisations of all kinds.

#### **Article 5 Direct indemnity in lieu of litigation**

Instead of covering the insured benefits, Fortuna has the right to compensate the insured person directly for the financial interest at stake, thereby discharging its obligation to pay benefits. The material value in dispute will form the basis for calculation, taking due account of the litigation and collection risks.

#### **Article 6 Same event**

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

## B Scope of cover

### B1 Insured capacities

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

Capacities	Personal legal protection insurance	Motorists' legal protection insurance	Supplementary module for real estate legal protection insurance
a) Private individual(s)	✓	✓	
b) Employee(s)	✓	✓	
c) Recreational athlete(s)	✓		
d) Pedestrian(s), cyclist(s) (including e-bikes) and rider(s)	✓	✓	
e) Pet owner(s)	✓		
f) Employer(s) of registered domestic workers	✓		
g) Passenger(s) of public or private transport (including air transport)	✓	✓	
h) User(s) of non-motorised means of transport	✓	✓	
i) User(s) of light air sports equipment (including drones up to 30 kg)	✓		
j) Owner(s), keeper(s), renter(s), driver(s) or passenger(s) of a vehicle (including an electric vehicle) that is registered for road traffic and used commercially or privately		✓	
k) Owner(s), renter(s) or driver(s) of watercraft registered in Switzerland, moored on and approved for Swiss waters		✓	
l) Driver(s) or controller(s) of a railway vehicle registered in Switzerland		✓	
m) Owner(s) or condominium owner(s) of a declared property in Switzerland with an insurance value of no more than CHF 5,000,000 per property			✓



## B2 TOP legal protection

The following areas are insured:

Area of law	Personal legal protection insurance	Motorists' legal protection insurance	Time of cover	Territorial limits and sum insured in CHF
<p><b>a) Civil damages law</b> Assertion of statutory, non-contractual liability claims, insofar as there is no contractual relationship under private or public law.</p> <p>Please note: Compensation claims in relation to violations of personality rights fall within the scope of cover provided under personality rights law and Internet law.</p>	✓	✓	Point in time of the event causing the claim	Switzerland: 1,000,000  Rest of world: 500,000
<p><b>b) Criminal law</b> Defence of the insured person in the event of criminal proceedings brought against them following an accusation that they broke the law through negligence.</p> <p>In the case of an official investigation due to an intentional offence, Fortuna will bear the costs only upon a complete acquittal or legally binding discontinuation of the proceedings, if the insured person has not been required to pay any consideration in favour of the plaintiff or a third party.</p> <p>Please note: Disputes in relation to violations of personality rights fall within the scope of cover provided under personality rights law and Internet law.</p>	✓	✓	Point in time of the actual or alleged violation of penal provisions	Switzerland: 1,000,000  Rest of world: 500,000
<p><b>c) Victim support law</b> Asserting claims for damages and compensation for personal suffering under the Federal Victim Support Act.</p>	✓	✓	Point in time of the event causing the claim	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> <p>Please note: Disputes in connection with buildings insurance are only insured under the supplementary module for real estate legal protection insurance.</p>	✓	✓	Point in time of the event giving entitlement to insurance benefits. In the event of disability, upon the occurrence of an accident or occurrence of incapacity to work due to disability	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>	✓	✓	Point in time of the actual or alleged infraction	Switzerland: 1,000,000
<p><b>f) Employment law</b> Disputes with employers pertaining to private or public law employment relations with a value in dispute of up to CHF 300,000. Where the value in dispute exceeds CHF 300,000, costs are covered in proportion to the total value in dispute.</p>	✓		Point in time of the actual or alleged infraction or breach of contract	Switzerland: 1,000,000

Area of law	Personal legal protection insurance	Motorists' legal protection insurance	Time of cover	Territorial limits and sum insured in CHF
<b>g) Tenancy law</b> Disputes with the landlord as the renter of movable property (except vehicles) or as the renter of an apartment or single-family home in Switzerland (including associated parking spaces and garages), provided that the policyholder's rental property serves as their permanent residence.	✓		Start of the billing period or point in time of the actual or alleged infraction or breach of contract	Switzerland: 1,000,000
<b>h) Patient law</b> Disputes as a patient with doctors, dentists, chemists, physiotherapists, hospitals, care homes and other medical service providers including recognised alternative medical practitioners authorised in Switzerland in connection with mistaken diagnosis or incorrect treatment (including the duty to provide information).  Please note: For disputes as a patient with doctors and hospitals in connection with emergency treatment, the territorial limits of cover are extended to the rest of the world (sum insured of up to CHF 500,000).	✓		Point in time of the mistaken diagnosis or incorrect treatment	Switzerland: 1,000,000
<b>i) Travel law</b> Disputes in connection with package holidays, accommodation, lodging and transport agreements (including air transport) as well as disputes as the renter of a holiday apartment or holiday home for personal use.	✓		Point in time of the actual or alleged infraction or breach of contract	Switzerland: 1,000,000  Rest of world: 500,000
<b>j) Other contract law</b> 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 own personal or familial purposes.  Please note: Disputes in connection with vehicles are covered only under TOP motorists' legal protection insurance.	✓		Point in time of the actual or or alleged infraction or breach of contract	Switzerland: 1,000,000  Rest of world: 500,000
<b>k) Vehicle contract law</b> Disputes in connection with purchase agreements or contracts for work and services in respect of a vehicle registered to the insured person, disputes arising from the loan for use or renting of a vehicle and disputes in connection with leasing, hire-purchase and earmarked loan agreements in respect of a vehicle registered to the insured person.		✓	Point in time of the actual or alleged infraction or breach of contract	Switzerland: 1,000,000  Rest of world: 500,000
<b>l) Licence suspension</b> Proceedings before Swiss administrative authorities to suspend a driver's license.		✓	Point in time of the actual or alleged infraction	Switzerland: 1,000,000
<b>m) Vehicle taxation</b> Proceedings with regard to the cantonal vehicle taxation of the insured person's vehicles.		✓	Point in time of the decision	Switzerland: 1,000,000

Area of law	Personal legal protection insurance	Motorists' legal protection insurance	Time of cover	Territorial limits and sum insured in CHF
<p><b>n) Neighbours' rights</b> Civil law disputes as an owner or tenant with immediate neighbours due to immissions or emissions of smoke, gas, odours or noise, provided the apartment or property is located in Switzerland and serves as the permanent residence of the insured person.</p>	✓		Point in time of the actual or or alleged infraction or origin of the event that triggered the dispute	Switzerland: 100,000
<p><b>o) Internet law</b> If the personality rights of the insured person are violated through mobbing, insult, libel or slander committed via electronic media and in a manner recognisable to third parties, Fortuna will:</p> <ul style="list-style-type: none"> <li>– issue an order, under threat of legal action, to desist from attacks that constitute an infringement of personality rights</li> <li>– assert any claims for damages</li> <li>– request that entries which constitute an infringement of personality rights be deleted or changed</li> </ul> <p>Assertion of claims for damages for:</p> <ul style="list-style-type: none"> <li>– misuse of credit cards for the purposes of acquiring goods and services online</li> <li>– misuse of personal authentication (e.g. identification codes) for fraudulent purposes online</li> </ul> <p>Disputes concerning domains registered in Switzerland are also insured.</p>	✓		Point in time of the origin of the event that constituted an infringement of personality rights or that caused the relevant loss and of the actual or alleged infraction or breach of contract	Switzerland: 100,000  Rest of world: 50,000
<p><b>p) Association law</b> Disputes with an association registered in Switzerland regarding membership or membership fees, provided the association has no political or religious purpose.</p>	✓		Point in time of the actual or alleged infraction or statutory breach	Switzerland: 100,000
<p><b>q) Personality rights</b> Assertion of 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>	✓		Point in time of the origin of the event that constituted an infringement of personality rights	Switzerland: 5,000
<p><b>r) Inheritance law</b> 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 international dimension to the dispute.</p>	✓		Point in time of the testator's death	Switzerland: 5,000
Please note: The benefit is provided no more than once per couple.				

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Area of law	Personal legal protection insurance	Motorists' legal protection insurance	Time of cover	Territorial limits and sum insured in CHF
<b>s) Divorce law</b> Drafting of a complete out-of-court separation or divorce agreement in the event of separation or divorce by mutual agreement, provided the spouses agree on all the consequences of divorce.  Please note: The benefit is provided no more than once per couple.	✓		Point in time of the initial filing for divorce, separation or divorce mediation by one or both spouses or of the initial dissolution of the household	Switzerland: 5,000
<b>t) Intellectual property law</b> Disputes in connection with intellectual property rights.	✓		Point in time of the actual or alleged infraction	Switzerland: 5,000
<b>u) Tax law</b> Disputes before Swiss tax and tax-law authorities concerning income and wealth tax assessments.  Please note: Disputes in connection with property gains tax, property transfer tax and property tax are only insured under the supplementary module for real estate legal protection insurance.	✓		Start of tax period or point in time of tax assessment	Switzerland: 5,000
<b>v) Animal law</b> Disputes with authorities concerning the keeping of pets and the ban on keeping animals.  Please note: Disputes in connection with cruelty to animals are not insured.	✓		Point in time of the actual or alleged infraction	Switzerland: 5,000
<b>w) School law</b> Disputes in connection with school authorities.	✓		Point in time of the actual or alleged infraction	Switzerland: 5,000

**B3 BASIC legal protection**

The following areas are insured:

Area of law	Personal legal protection insurance	Motorists' legal protection insurance	Time of cover	Territorial limits and sum insured in CHF
<p><b>a) Civil damages law</b> Assertion of statutory, non-contractual liability claims, insofar as there is no contractual relationship under private or public law.</p> <p>Please note: Compensation claims in relation to violations of personality rights are only covered under TOP personal legal protection insurance.</p>	✓	✓	Point in time of the event causing the claim	Switzerland: 250,000
<p><b>b) Criminal law</b> Defence of the insured person in the event of criminal proceedings brought against them following an accusation that they broke the law through negligence.</p> <p>In the case of an official investigation due to an intentional offence, Fortuna will bear the costs only upon a complete acquittal or legally binding discontinuation of the proceedings, if the insured person has not been required to pay any consideration in favour of the plaintiff or a third party.</p> <p>Please note: Disputes in relation to violations of personality rights are only covered under TOP personal legal protection insurance.</p>	✓	✓	Point in time of the actual or alleged infraction of penal provisions	Switzerland: 250,000
<p><b>c) Victim support law</b> Asserting claims for damages and compensation for personal suffering under the Federal Victim Support Act.</p>	✓	✓	Point in time of the event causing the claim	Switzerland: 250,000
<p><b>d) Employment law</b> Disputes with employers pertaining to private or public law employment relations with a value in dispute of up to CHF 300,000. Where the value in dispute exceeds CHF 300,000, costs are covered in proportion to the total value in dispute.</p>	✓		Point in time of the actual or alleged infraction or breach of contract	Switzerland: 250,000
<p><b>e) Tenancy law</b> Disputes with the landlord as the renter of movable property (except vehicles) or as the renter of an apartment or single-family home in Switzerland (including associated parking spaces and garages), provided that the policyholder's rental property serves as their permanent residence.</p>	✓		Point in time of the actual or alleged infraction or breach of contract	Switzerland: 250,000
<p><b>f) Licence suspension</b> Proceedings before Swiss administrative authorities to suspend a driver's license.</p>		✓	Point in time of the actual or alleged infraction	Switzerland: 250,000
<p><b>g) Vehicle taxation</b> Proceedings with regard to the cantonal vehicle taxation of the insured person's vehicles.</p>		✓	Point in time of the decision	Switzerland: 250,000



**B4 Supplementary module for real estate legal protection insurance**

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

A condominium unit is treated as equivalent to property. If the insured property is under co-ownership or joint ownership, Fortuna will provide partial benefits in proportion to the share of the insured property held by the insured person (in the case of joint ownership, in proportion to the remaining owners).

The following areas are insured:

Area of law	Time of cover	Territorial limits and sum insured in CHF
<b>a) Contract for work and services</b> Disputes arising from new construction, extensions or conversions or other contracts for work and services relating to the insured property, for a total construction value up to CHF 250,000.	Point in time of the actual or alleged infraction or breach of contract	Switzerland: 50,000
<b>b) Agency contracts</b> Disputes relating to the management or maintenance of the insured property.	Point in time of the actual or alleged infraction or breach of contract	Switzerland: 50,000
<b>c) Easements</b> 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 or breach of contract	Switzerland: 250,000
<b>d) Condominium law</b> Disputes with other condominium owners.	Point in time of the calculation period or of the actual or alleged infraction	Switzerland: 50,000
<b>e) Employment law as an employer</b> Disputes under private law employment relations with employees of the insured person where the employment exclusively entails managing or maintaining the insured property.	Point in time of the actual or alleged infraction or breach of contract	Switzerland: 250,000
<b>f) Public construction law</b> Appeal against a building application submitted by an immediate neighbour.	Point in time of the building application submission, public publication or construction project	Switzerland: 250,000
<b>g) Expropriation law</b> Disputes in connection with expropriations.	Point in time of the origin of the event that caused the loss	Switzerland: 250,000
<b>h) Neighbours' rights</b> Disputes as an owner with immediate neighbours due to boundaries, the height of trees and hedges and their distance to boundaries, as well as any obstruction of views.	Point in time of the actual or alleged infraction or origin of the event that triggered the dispute	Switzerland: 250,000
<b>i) Insurance law</b> 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: 250,000
<b>j) Tax law</b> Disputes before Swiss tax and tax-law authorities concerning property gains tax, property transfer tax and property tax.	Start of tax period or point in time of tax assessment	Switzerland: 50,000
<b>k) Supplementary option: Tenancy law as a landlord</b> Disputes under private law arising from the rental or leasing of insured residential units in Switzerland.  Please note: The tenancy law for landlords option can be insured against an additional premium.	Point in time of the actual or alleged infraction or breach of contract	Switzerland: 250,000



## **B5 Cover restrictions**

The following areas are not covered:

### **Article 1 General cover restrictions**

The following are not insured:

- a) Areas of law not specifically mentioned in Sections B2, B3 and B4.
- b) Disputes with Fortuna, its employees or persons engaged to defend the interests of the insured person.
- c) Disputes among relatives as well as among persons insured under the same policy. Disputes under inheritance and divorce law are excluded. In the event of disputes pertaining to employment law between the policyholder and another person insured under the same policy, only the policyholder will be insured.
- d) Disputes in connection with self-employment as a secondary or primary occupation.
- e) Representing the interests of the insured person in the event of their involvement in a brawl or affray.
- f) Representing the interests of the insured person in connection with AHV/IV supplementary benefits and social assistance benefits.
- g) Defence against third-party claims for damages.
- h) Disputes in connection with an intentional criminal offence alleged against the insured person.
- i) Disputes in connection with wars, terrorist events, violations of neutrality, riots, strikes and unrest of all kinds.
- j) Disputes in connection with harmful radiation, nuclear fission/fusion and natural disasters.
- k) Proceedings before international or supranational courts.
- l) Disputes subject to the Debt Enforcement and Bankruptcy Act (SchKG) or arising in connection with the pure collection of debts. Collection costs in accordance with Section A5 are excluded.
- m) Disputes in relation to the investment and management of assets.
- n) Claims and proceedings in connection with any of the above exclusions.

### **Article 2 Additional cover restrictions under personal legal protection insurance**

Disputes are not insured in connection with:

- a) mandate relationships of members of boards of directors, lawyers, tax advisors, notaries, fiduciaries, trustees and accountants;

- b) legal transactions involving finances, artworks or investments of any kind;
- c) employment contracts of professional athletes and professional trainers;
- d) contracts pertaining to real estate, ownership of land or mortgages;
- e) supplementary and criminal tax proceedings;
- f) contracts for work and services, provided an official permit is required for individual work items or for all work items;
- g) matters under corporate law or in connection with stakes held in companies;
- h) matters under the law on foreign nationals;
- i) matters that fall under motorists' legal protection insurance;
- j) claims and proceedings relating to any of the above exclusions.

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

Insurance cover is not provided:

- a) if, at the time of occurrence of the legal case, 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 ability to drive;
- b) if, at the time of occurrence 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) for participation in races, competitions or training drives;
- 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 exclusions.

### **Article 4 Additional cover restrictions under real estate legal protection insurance**

The following are not insured:

- a) Disputes in connection with debt collection, sequestration or a builder's lien in relation to the insured property.
- b) Claims and proceedings in connection with any of the above exclusions, unless any restriction indicated there is explicitly covered.



**C Procedure in the event of a claim****C1 Reporting and processing****Article 1 Reporting and processing**

Every event for which a benefit is to be claimed from Fortuna must be reported to Fortuna by the insured person without delay and in writing. Once a legal case has been reported, Fortuna will discuss the procedure to be taken together with the insured person. Fortuna can provide the service through its internal legal service or appoint an external service provider for the purpose.

**Article 2 Cooperation**

The insured person must cooperate to the extent necessary in the handling of the case. The insured person must provide Fortuna or the representative appointed by Fortuna with all documents and information pertaining to the case, and must vouch for their completeness and accuracy, submit all items of evidence without delay, and grant the necessary powers of attorney. Fortuna may set a deadline of ten days for this purpose.

**Article 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 written consent.

**Article 4 Damages**

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

**C2 Selecting a lawyer****Article 1 Issuing orders**

Insured persons may not themselves engage a legal representative or initiate any legal action or take other legal recourse before Fortuna has given its approval in writing.

**Article 2 Selecting a legal representative**

If it becomes necessary to enlist 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 their 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.

**Article 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.

**Article 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 stages of proceedings.

**C3 Differences of opinion****Article 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 opinion in writing without delay and inform the insured person of their right to request arbitration proceedings. In this case compliance with deadlines pertaining to legal recourse, forfeiture, limitation periods, etc. becomes the responsibility of the insured person.

**Article 2 Arbitration**

If the insured person does not agree with the opinion held by Fortuna, they 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 will be chosen jointly by the insured person and Fortuna and will decide on the basis of a simple exchange of documents. The arbitrator will demand an advance from both parties in the amount of the full cost of the proceedings likely to be incurred. No damages will be awarded. If the insured person does not demand such arbitration within 90 days of receipt of the refusal, it will be deemed to be waived. In all other respects, the provisions of the Swiss Civil Procedure Code shall apply.

**Article 3 Measures at the insured person's own cost**

If the insured person initiates proceedings at their own cost after Fortuna has declined to provide benefits and secures a judgment that is more favourable for the insured person than the opinion notified in writing by Fortuna or than the result of arbitration, Fortuna will assume the necessary costs incurred up to the maximum sum insured.



**D General provisions****D1 Basis of the contract****Article 1 Basis**

The insurance contract between the policyholder and Fortuna is based on the application, the policy, the GPC, the VVG, the VAG and the AVO, as well as any other relevant laws.

**Article 2 Place of jurisdiction and applicable law**

This contract is governed by and construed in accordance with substantive Swiss law. Policyholders can take legal action against Fortuna at their place of residence 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 cancelled by Fortuna or the policyholder at least one month before expiry by registered letter.

**D3 Cancellation in the event of a claim****Article 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.

**Article 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.

**Article 3 Cancellation of the supplementary module for real estate legal protection insurance**

The supplementary module for real estate legal protection insurance (Section B4) may be cancelled in the event of a claim, independently of the personal legal protection insurance.

**Article 4 End of insurance cover**

The insurance cover will lapse 14 days after the cancellation notice is received by the contractual party or after the period allowed for collecting it from the post office has expired.

**D4 Premiums****Article 1 Premium payment**

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

**Article 2 Unilateral contractual amendments**

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 concerning the insurance contract.

In addition, Fortuna may increase or reduce premiums and limits of indemnity in line with the cost evolution of this insurance product (e.g. increased fees for payment transactions).

To amend the contract, Fortuna must notify the policyholder of the new contractual provisions at least 25 days before the end of the current insurance year. If the policyholder is not in agreement with the changes, the contract can be cancelled at the end of the current insurance year. If the cancellation notice is not received by Fortuna at the latest on the last day of the current insurance year, the changes will be deemed to have been approved. If the contractual amendments are in favour of the policyholder (e.g. premium reduction), there are no grounds for cancellation.

**Article 3 Non-payment of premiums**

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

**Article 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).

**D5 Other rights and obligations****Article 1 Notices**

To be legally valid, notices must be sent, in the form agreed in the contract, 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.

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**Article 2 Transfer of residence abroad**

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

**Article 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.

**Article 4 Assignment of claims**

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

**Article 5 Correction**

If the contents of the policy or its addenda are not as agreed, the policyholder must ask for them to be amended within four weeks of receipt of the document in question. Otherwise the content will be deemed to have been accepted.

**Article 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.

**Article 7 Special arrangements**

Special arrangements will be valid only if approved in writing by Fortuna's top management.

**D6 Data protection**

Fortuna complies with all the 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 policy. The currently valid version can be accessed at any time at [www.generali.ch/en/dataprotection](http://www.generali.ch/en/dataprotection).