



**FORTUNA  
GENERALI**

CUSTOMER INFORMATION AND GENERAL POLICY CONDITIONS (GPC)

# **LEGAL PROTECTION INSURANCE FOR PRIVATE INDIVIDUALS**

EDITION 2024

# CONTENTS

<b>Customer information</b>	<b>3</b>
<b>Overview of the product variants</b>	<b>4</b>
<b>General Policy Conditions</b>	<b>5</b>
<b>A) Scope and validity</b>	<b>5</b>
A1 Types of insurance	5
A2 Insured persons	5
A3 Geographical scope	5
A4 Temporal scope	5
A5 Insured benefits	5
A6 Insured capacities	6
<b>B) Scope of cover</b>	<b>7</b>
B1 Personal legal protection	7
B2 Motorists' legal protection	9
B3 Supplementary module for real estate legal protection insurance	10
B4 Cover restrictions	11
<b>C) Procedure in the event of a claim</b>	<b>12</b>
C1 Reporting and processing	12
C2 Selecting a lawyer	12
C3 Differences of opinion	12
<b>D) General provisions</b>	<b>13</b>
D1 Basis of the contract	13
D2 Inception and duration of insurance	13
D3 Cancellation in the event of a claim	13
D4 Premiums	13
D5 Other rights and obligations	14
D6 Data protection	14

## 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. These can be found in the application, the policy, the General Policy Conditions (GPC) and the applicable laws, in particular the Swiss Insurance Contract Act (VVG).

### About Fortuna

Fortuna is a limited company under Swiss law with its registered office in Adliswil. It is part of Generali (Switzerland) Holding Ltd. Fortuna is a legally independent company. This guarantees 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 as either Top or Basic variants. An overview of these individual variants, as well as their scope of cover and benefits, can be found on the next page.

### 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 on 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?

Depending on the product variant and insured branch of law, insurance cover applies in Switzerland and the rest of the world.

### Which 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 product variant you have chosen and the relevant branches of law.

### What benefits does Fortuna provide?

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 product variant you have chosen and the relevant branch-

es of law. The benefits provided under the individual variants are indemnity insurance.

### 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 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 contract expires. Hereinafter, 'text form' means a way that allows evidence to be provided without a handwritten signature. You can find additional options for cancelling the contract in the GPC and VVG.

### Is there a right of withdrawal?

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 cover begin and end?

Your insurance cover applies from the start of the contract (Top) or at the end of a 60-day waiting period (Basic) to legal cases that occur and are reported to Fortuna during the term of the insurance contract.

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

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












### How Fortuna uses your data

Fortuna processes data obtained from the application documents or execution of the contract. Fortuna may obtain information from third parties such as insurers, doctors or hospitals. This data may be used for the following purposes: 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 and 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.

## OVERVIEW OF THE PRODUCT VARIANTS

TOP		BASIC					
	Insured benefits	max. CHF 1,000,000		Insured benefits	max. CHF 250,000		
	Geographical scope	Worldwide		Geographical scope	Switzerland		
	Waiting period	0 days – immediate cover		Waiting period	60 days – from the beginning of the contract		
	<b>Personal legal protection</b> Top personal legal protection insurance provides comprehensive cover against everyday legal and financial risks – in over 20 branches of law, including employment, data protection, tenancy, internet, school, tax, criminal and contract law.		<b>Motorists' legal protection</b> Top motorists' legal protection insurance provides you with comprehensive legal cover wherever you happen to be. Be this under civil damages and criminal law, in the event of a licence suspension or issues with vehicle contract, vehicle taxation, victim support, patient and insurance law.		<b>Personal legal protection</b> Basic personal legal protection insurance covers you against legal and financial risks in selected branches of everyday law, such as employment and tenancy law.		<b>Motorists' legal protection</b> Basic motorists' legal protection insurance covers you against legal and financial risks in selected branches of traffic law, such as civil damages and criminal law.
	Supplementary option: <b>Real estate legal protection</b> Supplementary module for property and condominium owners with optional landlords' legal protection.						
<b>Combined legal protection</b> Combine our Top personal legal protection and motorists' legal protection product variants and you will have all-round cover worldwide.			<b>Combined legal protection</b> Combine our Basic personal legal protection and motorists' legal protection product variants and you will have cover in selected branches of law in Switzerland.				

# GENERAL POLICY CONDITIONS

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 variant

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

#### Article 2 Basic variant

- Basic personal legal protection insurance
- Basic motorists' legal protection insurance
- Basic combined legal protection insurance (combination of Basic personal and motorists' legal protection insurance)

### A2 Insured persons

#### Article 1 Individual insurance

The insurance covers you as an individual resident in Switzerland.

#### Article 2 Family insurance

The insurance covers:

- You as an individual resident in Switzerland, as well as all persons who live with you permanently in the same household.
- Your children under the age of 26 resident in Switzerland, provided they are not gainfully employed and do not live with you in the same household.

### A3 Geographical scope

The geographical scope of your insurance depends on which product variant you choose:

- Switzerland: the insurance covers legal cases for which the place of jurisdiction is located in Switzerland and to which Swiss law applies.
- Rest of world: the insurance covers legal cases 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 relevant geographical scope is set out in Sections B1 to B3.

### A4 Temporal scope

The start date of your insurance cover depends on which product variant you choose.

Your insurance cover applies if the triggering event and the need for legal protection occur during the term of the insurance contract and Fortuna is notified within this time period:

- Under the Top product variant, your insurance cover applies from the beginning of the contract.
- Under the Basic product variant, your insurance cover applies at the end of a 60-day waiting period from the beginning of the contract. This does not apply in the case of civil damages, criminal and victim support law or if the same risk was insured by a previous insurer and if the insurance transition occurs without interruption.

The relevant duration is set out in Sections B1 to 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, or if there is a gap in cover.

### A5 Insured benefits

The benefits insured depend on which product variant you choose.

#### Article 1 Sum insured

- Under the Top product variant, Fortuna provides benefits of up to CHF 1,000,000 in total per legal case.
- Under the Basic product variant, Fortuna provides benefits of up to CHF 250,000 in total per legal case.

The relevant sum insured is set out in Sections B1 to B3.

#### Article 2 Benefits

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

- a) Handling of the legal case and representation by its internal legal service

- b) Costs of a lawyer or legal representative
- c) Court fees and other procedural costs including clerical and procedural costs
- d) Reimbursement of litigation costs to the other party
- e) Costs of expert opinions and expertise ordered by Fortuna or the courts
- f) Costs of mediation proceedings agreed with Fortuna or ordered by a Swiss court
- g) Advance bail payment to avoid being remanded in custody
- h) Collection costs for claims until a certificate of short-fall or bankruptcy notice is issued
- i) Necessary travel and translation costs for legal proceedings abroad
- j) Payment of the costs for a lawyer in the event of arrest; for the first police interrogation up to CHF 1,000
- k) Payment of verifiable loss of income due to summonses of up to CHF 1,000
- l) Fortuna waives the right to reduce benefits in the event of gross negligence, except for driving while unfit to drive or speeding in excess of 30km/h net.

### Article 3 Fortuna hotline

The Fortuna hotline is available for legal information, regardless of whether this concerns an insured legal case.

### Article 4 Restrictions on benefits

Fortuna will not cover:

- a) Fines, penalties, contractual penalties and other punitive obligations imposed
- b) Payment of damages of any kind

- c) Costs that others would have to bear if this legal protection insurance did not exist
- d) The assertion of claims that have been assigned or transferred to the insured person
- e) Costs of blood tests and other analyses, including investigations where alcohol or intoxication are suspected, and of medical investigations in general
- f) Costs of official notarisations, entries 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 provide insurance 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 or from the same circumstances, such disputes taken together will be deemed to be a single legal case.

### Article 7 Subsidiarity

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

### A6 Insured capacities





















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

	PERSONAL LEGAL PROTECTION	MOTORISTS' LEGAL PROTECTION	SUPPLEMENTARY MODULE FOR REAL ESTATE LEGAL PROTECTION
<b>CAPACITIES</b>			
a) Private individual(s)	⊗		
b) Employee(s)	⊗		
c) Employer(s) of registered domestic workers	⊗		⊗
d) Pedestrian(s), rider(s) and user(s) of vehicles and means of transport that do not require registration	⊗	⊗	
e) Passenger(s) of public or private transport	⊗	⊗	
f) User(s) of unmanned leisure equipment that does not require a permit or practical examination certificate	⊗		
g) Owner(s), keeper(s), renter(s), driver(s) or lessee(s) of or passenger(s) in a registered vehicle (used privately or commercially)		⊗	
h) Owner(s), keeper(s), renter(s), driver(s) or lessee(s) of or passengers in watercraft registered in Switzerland		⊗	
i) Renter(s) or lessee(s) of owner-occupied and/or self-utilised real estate and housing in Switzerland	⊗		
j) Owner(s) or condominium owner(s) of a declared property in Switzerland			⊗
k) Landlord(s), provided the additional 'Tenancy law for landlords' option has been selected for the rented or leased housing			⊗

## B) SCOPE OF COVER

### B1 Personal legal protection

Personal legal protection insurance covers the following branches of law depending on the product variant you have chosen: Disputes involving vehicles and real estate are insured via motorists' and real estate legal protection insurance respectively.



















BRANCH OF LAW	TIME OF COVER	TOP	BASIC
<p><b>a) Employment and gender equality law</b> Disputes with employers pertaining to private or public law employment relations and assertion of claims pertaining to gender equality law with a value in dispute of up to CHF 300,000.</p> <p><b>Please note:</b> if the value in dispute exceeds CHF 300,000, costs are covered proportionally to the total value in dispute.</p>	Point in time of the actual or alleged violation or breach of contract	 Switzerland CHF 1,000,000	 Switzerland CHF 250,000
<p><b>b) Citizenship rights</b> Disputes involving the acquisition of Swiss citizenship.</p>	Point in time of initial submission of application for naturalisation	 Switzerland CHF 10,000	
<p><b>c) Data protection law</b> Disputes in connection with the Swiss Data Protection Act.</p>	Point in time of the actual or alleged violation or breach of contract	 Switzerland CHF 10,000	
<p><b>d) Matrimonial and divorce law</b> Mediation in the event of a separation under matrimonial and civil partnership law or drafting of a complete out-of-court separation or divorce agreement by mutual request, provided the spouses agree on all the consequences of separation and divorce.</p> <p><b>Please note:</b> this benefit is provided no more than once per couple.</p>	Point in time of the dissolution of the joint household or when the separation, divorce or dissolution is first demanded	 Switzerland CHF 10,000	
<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 violation or breach of contract	 Switzerland CHF 1,000,000	
<p><b>f) Inheritance law</b> Disputes pertaining to inheritance law.</p> <p><b>Please note:</b> this benefit is provided no more than once per inheritance case.</p>	Point in time of the testator's death	 Switzerland CHF 10,000	
<p><b>g) Intellectual property law</b> Disputes in connection with intellectual property rights.</p>	Point in time of the actual or alleged infringement or breach of contract	 Switzerland CHF 10,000	
<p><b>h) Internet law</b> Assertion of any claims for damages, the right of reply, deletion or amendment orders, as well as injunctions as a result of the infringement of personal rights caused by cyberbullying, insults, libel or slander. Assertion of claim for damages in the event of credit card misuse and identity theft, as well as disputes over domains registered in Switzerland.</p>	Point in time of the actual or alleged violation or breach of contract	 Worldwide CHF 1,000,000	
<p><b>i) Child and adult protection law</b> Legal advice for disputes with the Children and Adult Protection Authority (KESB).</p> <p><b>Please note:</b> this benefit is provided no more than once per insurance year and per circumstance.</p>	Point in time of the event that triggered the need for advice	 Switzerland CHF 1,000	
<p><b>j) Tenancy law</b> Disputes with the landlord, lessor and subtenant as the renter of movable property or as the tenant of an apartment or single-family home (including associated parking spaces and garages), provided that the rental property is occupied or used by the insured person himself.</p>	Start of the billing period or point in time of the actual or alleged violation or breach of contract	 Switzerland CHF 1,000,000	 Switzerland CHF 250,000

<b>BRANCH OF LAW</b>	<b>TIME OF COVER</b>	<b>TOP</b>	<b>BASIC</b>
<b>k) Neighbours' rights</b> Disputes as an owner or tenant with immediate neighbours due to immissions or emissions.	Point in time of the actual or alleged violation or breach of contract	✓ Switzerland CHF 1,000,000	✗
<b>l) Victim support law</b> Assertion of claims for damages and compensation for disputes under the Victim Assistance Act.	Point in time of the actual or alleged violation	✓ Switzerland CHF 1,000,000	✓ Switzerland CHF 250,000
<b>m) Patient law</b> Disputes as a patient with hospitals, doctors and other medical service providers in connection with mistaken diagnosis or incorrect treatment.  <b>Please note:</b> for disputes as a patient with doctors and hospitals in connection with emergency treatment, the geographical scope of cover is extended to the rest of the world.	Point in time of the mistaken diagnosis or incorrect treatment	✓ Switzerland CHF 1,000,000	✗
<b>n) Personality rights</b> Assertion of compensation claims in the event of criminal personality offences.	Point in time of the actual or alleged violation or breach of contract	✓ Switzerland CHF 10,000	✗
<b>o) Travel law</b> Disputes in connection with private travel.	Point in time of the actual or alleged violation or breach of contract	✓ Worldwide CHF 1,000,000	✗
<b>p) Civil damages law</b> Disputes in connection with the assertion of statutory, non-contractual liability claims, insofar as there is no contractual relationship under private or public law.	Point in time of the actual or alleged violation	✓ Worldwide CHF 1,000,000	✓ Switzerland CHF 250,000
<b>q) School law</b> Public law disputes in connection with school authorities, nurseries, universities or universities of applied sciences.	Point in time of the actual or alleged violation or breach of contract	✓ Switzerland CHF 10,000	✗
<b>r) Tax law</b> Disputes with the Swiss tax and tax-law authorities concerning income and wealth tax in connection with a tax assessment.	Point in time of the start of the tax period	✓ Switzerland CHF 10,000	✗
<b>s) Criminal law</b> Defence in the event of criminal proceedings following an accusation of negligent breach of legal provisions.	Point in time of the actual or alleged violation or breach of contract	✓ Worldwide CHF 1,000,000	✓ Switzerland CHF 250,000
<b>t) Animal law</b> Disputes with the authorities concerning the keeping of pets and the ban on keeping animals.  <b>Please note:</b> disputes in connection with mistreatment of animals are not insured.	Point in time of the actual or alleged violation or breach of contract	✓ Switzerland CHF 10,000	✗
<b>u) Association law</b> Disputes with an association regarding membership or membership fees, provided the association has no political or religious purpose.	Point in time of the actual or alleged violation or breach of contract	✓ Switzerland CHF 1,000,000	✗
<b>v) Insurance law</b> Disputes with private insurance companies or public insurance schemes.	Point in time of the event giving entitlement to insurance benefits (accident, start of inability to work due to illness)	✓ Switzerland CHF 1,000,000	✗
<b>w) Contract law</b> Disputes in connection with consumer agreements and agreements governed by the Swiss Code of Obligations intended for personal purposes that have not been mentioned above.	Point in time of the actual or alleged violation or breach of contract	✓ Worldwide CHF 1,000,000	✗
<b>x) Customs law</b> Disputes in connection with tax assessment decisions by customs authorities.	Point in time of the actual or alleged violation	✓ Switzerland CHF 10,000	✗



## B2 Motorists' legal protection

Motorists' legal protection insurance covers the following branches of law depending on the product variant you have chosen:

BRANCH OF LAW	TIME OF COVER	TOP	BASIC
<b>a) Licence suspension</b> Proceedings before Swiss administrative authorities to suspend a driving licence.	Point in time of the actual or alleged violation	 Switzerland CHF 1,000,000	 Switzerland CHF 250,000
<b>b) Ownership and property law</b> Disputes regarding ownership and other material rights to moveable property.	Point in time of the actual or alleged violation or breach of contract	 Switzerland CHF 1,000,000	
<b>c) Vehicle taxation</b> Proceedings with regard to cantonal vehicle taxation.	Point in time of the decision	 Switzerland CHF 1,000,000	 Switzerland CHF 250,000
<b>d) Vehicle contract law</b> Disputes in connection with contracts in respect of a vehicle registered to the insured person (including the rental of a garage, parking space or mooring) and disputes arising from renting and loan for use of a vehicle.	Point in time of the actual or alleged violation and/or breach of contract	 Worldwide CHF 1,000,000	
<b>e) Victim support law</b> Assertion of claims for damages and compensation for disputes under the Victim Assistance Act.	Point in time of the actual or alleged violation	 Switzerland CHF 1,000,000	 Switzerland CHF 250,000
<b>f) Patient law</b> Disputes as a patient with hospitals, doctors and other medical service providers in connection with mistaken diagnosis or incorrect treatment as a direct result of a traffic accident.  <b>Please note:</b> for disputes as a patient with doctors and hospitals in connection with emergency treatment, the geographical scope of cover is extended to the rest of the world.	Point in time of the mistaken diagnosis or incorrect treatment	 Switzerland CHF 1,000,000	
<b>g) Civil damages law</b> Disputes in connection with the assertion of statutory, non-contractual liability claims, insofar as there is no contractual relationship under private or public law.	Point in time of the actual or alleged violation	 Worldwide CHF 1,000,000	 Switzerland CHF 250,000
<b>h) Criminal law</b> Defence in the event of criminal proceedings following an accusation of negligent breach of legal provisions.	Point in time of the actual or alleged violation or breach of contract	 Worldwide CHF 1,000,000	 Switzerland CHF 250,000
<b>i) Insurance law</b> Disputes with private insurance companies or public insurance schemes.	Point in time of the event giving entitlement to insurance benefits (accident, start of inability to work due to illness)	 Switzerland CHF 1,000,000	

### B3 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. The insurance cover applies exclusively to the insured property that has been reported or declared to Fortuna.

A condominium 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 your share. In the case of joint ownership, Fortuna will provide benefits in proportion to the remaining owners of the insured property held by the insured person

The following branches of law are covered:

<b>BRANCH OF LAW</b>	<b>TIME OF COVER</b>	<b>TOP</b>
<b>a) Employment law as an employer</b> Disputes under private-law employment relations with employees where the employment exclusively entails managing or maintaining the property.	Point in time of the actual or alleged violation or breach of contract	Switzerland CHF 1,000,000
<b>b) Agency contracts</b> Disputes relating to management or maintenance.	Point in time of the actual or alleged violation or breach of contract	Switzerland CHF 100,000
<b>c) Easements</b> Disputes concerning easements recorded in the land register in favour of or against the property.	Point in time of the actual or alleged violation or breach of contract	Switzerland CHF 1,000,000
<b>d) Expropriation law</b> Disputes in connection with expropriations.	Point in time of the actual or alleged violation or breach of contract	Switzerland CHF 1,000,000
<b>e) 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 violation or breach of contract	Switzerland CHF 1,000,000
<b>f) Public construction law</b> Appeal by an immediate neighbour against a building application submitted by the insured person for new construction, extensions or conversions, for a total construction value of up to CHF 250,000 and appeal against a building application submitted by an immediate neighbour.	Point in time of the building application submission, public publication or construction project	Switzerland CHF 100,000
<b>g) Tax law</b> Disputes before Swiss tax and tax-law authorities concerning property gains tax, property transfer tax and property tax.	Point in time of the start of the tax period	Switzerland CHF 100,000
<b>h) Condominium law</b> Disputes with other condominium owners.	Point in time of the actual or alleged violation or breach of contract	Switzerland: CHF 100,000
<b>i) Insurance law</b> Disputes with private insurance companies or public insurance schemes.	Point in time of the event giving entitlement to insurance benefits	Switzerland CHF 1,000,000
<b>j) Contract for work and services</b> Disputes arising from new construction, extensions or conversions or other contracts for work and services, for a total construction value of up to CHF 250,000.	Point in time of the actual or alleged violation and/or breach of contract	Switzerland CHF 100,000
<b>k) Supplementary option: Tenancy law for landlords</b> Disputes arising from the rental or leasing of residential properties. <b>Please note:</b> the tenancy law for landlords option can be insured against an additional premium.	Start of the billing period or point in time of the actual or alleged violation or breach of contract	Switzerland CHF 1,000,000

## **B4 Cover restrictions**

The following areas are not covered:

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

The following are not insured:

- a) Branches of law not specifically mentioned in Sections B1, B2 or B3.
- b) Disputes with Fortuna, its employees or persons engaged to defend the interests of the insured person.
- c) Disputes between relatives or between 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 insured person under the same policy, only the policyholder is insured.
- d) Disputes in connection with self-employment as a secondary or primary occupation.
- e) Disputes in connection with a brawl or affray.
- f) Representing the interests of the insured person in connection with AHV/IV supplementary benefits, social assistance benefits, premium reductions and child benefits.
- g) Benefits relating to criminal proceedings in connection with victim support and civil damages law.
- h) Defence against third-party claims for damages
- i) Disputes in connection with an intentional criminal offence alleged against the insured person. In the event of an official investigation as a result of an allegation of an intentional criminal offence, Fortuna will only cover the costs following a complete acquittal or legally binding termination of the proceedings, provided the insured person does not have to pay any costs or consideration in favour of the plaintiff or a third party.
- j) Disputes in connection with wars or warlike events, terrorist events, violations of neutrality, riots, strikes and unrest of all kinds.
- k) Disputes in connection with harmful radiation, nuclear fission/fusion and natural disasters.
- l) Proceedings before courts of arbitration or proceedings before international or supranational courts.
- m) Disputes subject to the SchKG or arising in connection with the pure collection of debts. Collection costs according to Section A5 are excluded.
- n) Disputes in connection with the seizure of items.
- o) 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 (notably banking, stock exchange, crypto, forward, financial, investment and speculative transactions), the investment and management of assets, as well as gambling and betting, artworks and 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 in companies;
- h) matters under the law on foreign nationals and migrants;
- i) matters that fall under motorists' legal protection insurance;
- j) claims and proceedings relating to any of the above exemptions.

## **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, or was unfit to drive for other reasons;
- b) if, at the time of occurrence of the legal case, the driver did not have a valid driving licence or was not authorised to operate the vehicle;
- c) if the vehicle was not fitted with valid registration plates or not covered by the legally prescribed insurance or if permits and plates were misused;
- d) if unauthorised or unregistered modifications had been made to the vehicle or if the vehicle was being used for journeys not permitted by law;
- e) for participation in races, competitions or training drives;
- f) in matters that fall under personal legal protection insurance or real estate legal protection insurance;
- g) in the event of claims and proceedings relating to any of the above exemptions.

#### **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 exclusion 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 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 may provide the benefits through its internal legal service or appoint an external service provider for this.

#### **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, 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 provide benefits.

#### **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 consent in writing or in text form.

#### **Article 4 Damages**

Any court costs or party compensation 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 engage a legal representative or initiate any legal action or take other legal recourse themselves before Fortuna has given its approval in writing or in text form. Otherwise, Fortuna is released from its obligation to provide benefits.

#### **Article 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 branch 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.

#### **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 prospect of success, Fortuna must justify its opinion in writing or in text form 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, 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 will be chosen jointly by the insured person and Fortuna, and will decide on the basis of a simple exchange of correspondence. The arbitrator will demand an advance from

both parties in the amount of the full anticipated cost of the proceedings. No party compensation will be awarded. If the insured person does not demand such arbitration within 90 days of receipt of the refusal, the right to arbitration will be deemed to be waived. In all other respects, the provisions of the Swiss Civil Procedure Code shall apply.

## **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 General Policy Conditions (GPC), the Swiss Insurance Contract Act (VVG), the Swiss Insurance Supervision Act (VAG) and the Insurance Supervision Ordinance (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. The policyholder 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 contract may be cancelled each year on the premium due date in writing or in text form, subject to a one-month notice period. The insurance is tacitly renewed 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 can be terminated at any time for good cause.

### **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 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 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 sum insured.

### **Article 3 End of insurance cover**

The insurance cover will lapse 14 days after the cancellation notice is received by the contractual party or after expiry of the collection period from the post office.

### **D4 Premiums**

#### **Article 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.

#### **Article 2 Premium and 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.

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 shall be deemed to have been approved. If the contractual amendments are in favour of the policyholder, such as a 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. This applies, for example, to fees incurred when the premium is paid at the post office.

### **D5 Other rights and obligations**

#### **Article 1 Notices**

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

You can send all notices and disclosures to the following contact points:

- 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.

#### **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 through their fault and if the breach of these obligations has an impact on the damage.

#### **Article 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.

#### **Article 5 Right of withdrawal**

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.

#### **Article 6 Economic, trade or financial 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 cover 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 Embargo Act, 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/sanctions](https://www.generali.ch/sanctions) or requested from customer services.

#### **Article 7 Special arrangements**

Special arrangements will be valid only if approved in writing or in text form by Fortuna's company directorate.

### **D6 Data protection**

Fortuna complies with all relevant provisions of data protection law when processing your personal data. Detailed information about such processing is provided in our data protection provisions. The currently valid version can be accessed at any time at [generali.ch/dataprotection](https://www.generali.ch/dataprotection).