

Supplementary Policy Conditions

for Cyber Legal Protection Insurance for Private Individuals, (Tariff cyber_KIDS), Edition 2017

Fortuna Legal Protection Insurance Ltd., 8134 Adliswil

Contents

	Page
1. General	1
2. Service provider	1
3. Insured persons	1
4. Geographical scope	1
5. Duration	1
6. Cover sum	1
7. Insurance benefits	1
8. Benefit restrictions	1
9. Scope of cover	2
10. Cover restrictions	2
11. Direct indemnity in lieu of litigation	2
12. Procedure in the event of a claim	2
13. General provisions	3

**Fortuna
 Legal Protection Insurance Ltd.**
 Soodmattenstrasse 2
 8134 Adliswil 1
 Switzerland
 T +41 58 472 72 00
 F +41 58 472 72 01
 E-mail: info.rvg@fortuna.ch
 fortuna.ch

Supplementary Policy Conditions

1. General

Cyber legal protection insurance can optionally be taken out as supplementary insurance to the main KIDS insurance plan for children.

2. Service provider

The legal protection is provided by Fortuna Legal Protection Insurance Ltd. (Fortuna) with its registered office in Adliswil.

3. Insured persons

Fortuna's legal protection benefits shall be provided for insured persons under the agreement of the main KIDS insurance plan.

4. Geographical scope

The insurance coverage applies in any country in the world (excluding the USA and Canada) in which proceedings under the rule of law are guaranteed and in which a court's judgement can be enforced.

5. Duration

The insurance coverage applies to legal cases that occur and are reported to Fortuna during the term of the main KIDS insurance plan.

No insurance coverage applies to legal cases whose inception predates the entry into force of the policy or which became known, or could have become known, prior to that date.

6. Cover sum

Fortuna provides benefits in relation to insured legal cases up to a maximum total amount of CHF 10,000 per legal case.

7. Insurance benefits

Fortuna will provide the following benefits within the relevant cover sum:

- a) Handling of a legal case and representation of the insured person by Fortuna's internal legal service.
- b) Costs of a lawyer or legal representative.
- c) Court and other procedural costs.
- d) Reimbursement of litigation costs to the other party.

- e) Costs of expert opinions ordered by Fortuna or the courts.
- f) Costs of a mediation process in Switzerland.
- g) Collection costs for amounts awarded by the court or in a settlement to the insured person in a legal case covered and handled by Fortuna. Costs are covered until a certificate of shortfall (Pfändungsverlustschein) or bankruptcy notice is issued.
- h) Initial legal information in the insured branches of law provided over the telephone by Fortuna's internal legal service.

8. 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) The assertion of claims that have been assigned or transferred to the insured person.

9. Scope of cover

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

- a) Cyber crime
 Filing charges and asserting claims for compensation in the event of the following actions directed at the insured person on the Internet:
- Misuse of personal authentication (e.g. identification codes) by a third party for fraudulent purposes.
 - Misuse of credit card data for the purposes of acquiring goods and services.
- b) Cyberbullying
 Infringement of the personality rights of the insured person through insult, libel and slander committed via electronic media and recognisable to third parties:
- Request under the threat of legal consequences to desist from making attacks that constitute an infringement of personality rights.
 - Filing charges in the case of activities liable to criminal prosecution against the attacker and asserting any claims for damages against liable third parties.
 - Request to delete or change entries that constitute an infringement of personality rights. Fortuna can appoint an external service provider in such a case.
- c) Internet contract law
 The insurance shall cover the representation of legal interests in disputes arising from a purchase or sales contract concluded on the Internet.

10. Cover restrictions

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

- a) Matters that are not listed in the scope of cover of the cyber legal protection insurance.

- b) Disputes with Generali, Fortuna, their employees or persons engaged to defend the interests of the insured person.
- c) Disputes in connection with cyberattacks using viruses, trojans and other malware.
- d) Disputes in relation to full or part-time self-employment.
- e) Disputes in connection with contracts related to property or its use (incl. condominium property) as well as ownership of land or mortgages.
- f) Disputes in connection with legal transactions with a financial purpose (notably banking, stock exchange, forward, financial, investment and speculative transactions), the investment and management of assets, holdings in companies or in respect of matters related to art objects.
- g) Disputes subject to the Debt Enforcement and Bankruptcy Act (SchKG) or arising in connection with the pure collection of debts.
- h) Disputes arising from legal transactions concerning motorised transport.
- i) Disputes in connection with a deliberate crime, misdemeanour, infraction or attempt thereof by the insured person.
- j) Disputes among relatives as well as among persons insured under the same policy.
- k) Legal cases relating to defending non-contractual claims for damages by third parties.
- l) Proceedings before courts of arbitration or proceedings before international or supranational courts.
- m) Disputes in connection with wars or warlike events, terrorist events, violations of neutrality, riots, strikes and unrest of all kinds.

11. 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 in lieu of litigation, thereby discharging its obligation to indemnify. The basis shall be the material value in dispute, taking due account of trial and collection risks.

12. Claims procedure

- a) Reporting and processing
- Every event for which Fortuna should provide benefits must be reported to Fortuna by the insured person immediately and in writing.
 - Once a claim 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.
 - 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.
 - 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.
 - 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.
- b) Selection of a lawyer
- 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.
 - 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 due to 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 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.

- 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.
 - Fortuna may impose a time limit on a payment commitment, make it contingent on or subject to conditions or limit it to certain legal matters or segments of proceedings.
- c) Differences of opinion
- 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 this

case compliance with deadlines pertaining to legal recourse, forfeiture, limitation periods, etc. becomes the responsibility of the insured person.

- 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 shall be chosen jointly by the insured person and Fortuna and shall decide on the basis of a simple exchange of documents. The arbitrator shall demand an advance from both parties in the amount of the full cost of the proceedings likely to be incurred. If the insured person does not demand such arbitration within 90 days of receipt of the refusal, it shall be deemed to be waived. In all other respects the provisions of the Swiss Code of Civil Procedure (ZPO) shall apply.
- 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 shall assume the necessary

costs incurred up to the maximum amount guaranteed.

13. General provisions

- a) Inception and duration of insurance
- The beginning and end of the cyber legal protection insurance contract are specified in the policy. Unless cancelled prematurely, the supplementary insurance shall expire at the end of the agreed insurance term. The same applies if the main insurance is converted into premium-free insurance or expires prior to the agreed expiry date.
- b) Rejection or curtailment of benefits
- Should the insured person fail to fulfil their obligations as defined by law or stipulated in these supplementary policy conditions, this may result in Fortuna reducing or withholding benefits under the insurance.
- c) Other provisions
- With regard to bases of the contract, premiums, data processing and obligation to disclose or provide information, and place of jurisdiction and applicable law, the conditions of the main KIDS insurance plan for children shall additionally apply.