

General Insurance Conditions (AVB) KLUG Advocare PLUS

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Translation: Only the original German text approved by the Swiss Supervisory Authority is binding.

General provisions

1 Introduction

KLUG Advocare PLUS is intended to supplement your healthcare legal protection and foreign legal protection insurance. The sum insured under the three insurances

- Healthcare legal protection insurance,
- Foreign legal protection insurance and
- KLuG Advocare PLUS

is a maximum of CHF 300,000.

If in a particular case, claims can be made under both KLuG Advocare Plus and the healthcare and foreign legal protection insurance, the benefits restrictions that are more favourable to the insured person shall apply.

2 Insurer

Helsana Supplementary Insurances Ltd, hereafter "Helsana", has concluded a co-operation agreement with its partner company

Helsana Rechtsschutz AG
Entfelderstrasse 2
5001 Aarau
Switzerland

for the benefits insured under the policy. The insurer is the aforementioned Helsana Rechtsschutz AG, hereafter "HERAG".

3 Insured person

The person listed in the policy is insured on the condition that they have simultaneously taken out a TOP or COMPLETA supplementary insurance at KLuG.

4 Basis of contract

KLuG Advocare Plus is governed by the wording of the policy, these General Insurance Conditions, the Swiss Federal Insurance Contracts Act, the Insurance Supervision Act and the Supervision Ordinance.

Scope of insurance

5 Insured benefits

HERAG shall pay the following benefits in the cases listed below (this list should be considered to be exhaustive):

- Defence of the insured person's legal interests by HERAG's legal service
- Payment of up to a maximum of CHF 300,000, provided there is no specific benefits restriction
 - The cost of legal representatives
 - The cost of hiring experts
 - The cost of hiring a mediator
 - Court and trial costs payable by the insured person
 - Costs payable to the other party
 - Bail to avoid pretrial custody. This shall only be paid by way of an advance and must be reimbursed to HERAG.

The following are not paid:

- Fines
- Damages
- Costs which a liable third party is obliged to assume
- Costs of certification and entry in a public register

Legal costs and compensation awarded to the insured person by a court must be passed on to the insurer.

6 Temporal scope of cover and waiting period

The temporal scope of the insurance cover depends on the date of the insured event. Legal protection is only provided if the insured event occurs after the beginning of the insurance contract or the expiry of the waiting period. The definitions of insured events are set out in the tables in sections 10 and 12.

7 General exclusions

No legal protection shall be provided in the following cases:

- between insured persons or between an insured person and HERAG or its executive bodies or representatives;
- for lawyers and experts engaged in a case covered by legal expenses insurance;
- in connection with the deliberate commission of a crime and for legal expenses cases caused intentionally;
- in connection with armed conflict or civil commotion;
- in connection with the collection of debts and in cases relating to debts that have been transferred.

Motorist's legal protection insurance

8 Insured persons and characteristics

The insured persons as defined in section 3 as:

- Owners or holders of an insured vehicle
- Drivers of a motor vehicle or watercraft
- Pedestrians, cyclists, moped drivers or passengers in any form of transport
- Drivers and passengers of an insured vehicle

9 Insured vehicles

- Motor vehicles registered in the name of the insured person (including any replacement vehicle)
- Watercraft registered in the name of the insured person
- Motor vehicles and watercraft hired by the insured person

11 In the following special legal protection cases, only legal advice cover as defined by section 10 g) applies:

- All legal protection cases and characteristics that are not explicitly listed
- Cases relating to participation in sporting competitions or races including training
- Cases relating to insured vehicles used for private hire or for driving schools

10 Insured legal protection cases

	Geographical scope	Waiting period	Insured event	Restrictions	Special features
a) Claims for non-contractual damages from the other party or their liability insurance	worldwide	none	Date on which the damages were caused	outside Europe CHF 30,000	- Minimum amount in dispute CHF 300 - Not insured: defence of compensation claims and claims for financial losses only (without any associated personal injuries or property damage)
b) Criminal proceedings against an insured person	Europe and the countries bordering the Mediterranean	none	Date of the breach of the law	none	- In the event of an official investigation on suspicion of a crime, costs are only covered after an acquittal or a closure of the case that is equivalent to acquittal
c) Administrative proceedings	Europe and the countries bordering the Mediterranean	none	Date of the breach of the law	none	- Not insured: cases relating to the restoration of a driving licence
d) Legal disputes with a general or health insurer or a pension fund	Europe and the countries bordering the Mediterranean	3 months	Date of the insured event giving rise to the insurance claim on the general or health insurer or pension fund; otherwise the date of the notification giving rise to the dispute	none	- Minimum amount in dispute: CHF 300
e) Contractual disputes	Europe and the countries bordering the Mediterranean	3 months	Date of the event giving rise to the dispute	CHF 3,000	- Minimum amount in dispute: CHF 300 - Not insured: cases relating to commercial contracts
f) Proceedings with tax authorities regarding vehicle tax	Europe and the countries bordering the Mediterranean	3 months	Date of the authority's decision	none	
g) Legal advice in all other legal disputes (legal advice cover)	Europe and the countries bordering the Mediterranean	none		CHF 300	- The policyholder is entitled to one advice session per case

Private legal protection insurance

12 Insured legal protection cases and characteristics

	Geographical scope	Waiting period	Insured event	Restrictions	Special features
a) Claims for non-contractual damages from the other party or their liability insurance	worldwide	none	Date on which the damages were caused	outside Europe CHF 30,000	– Minimum amount in dispute CHF 300 – Not insured: defence of compensation claims and claims for financial losses only (without any associated personal injuries or property damage)
b) Criminal proceedings against the insured person	Europe and the countries bordering the Mediterranean	none	Date of the breach of the law	none	– In the event of an official investigation on suspicion of a crime, costs are only covered after an acquittal or a closure of the case that is equivalent to acquittal
c) Legal disputes with a general or health insurer or a pension fund	Europe and the countries bordering the Mediterranean	3 months	Date of the insured event giving rise to the insurance claim against the general or health insurer or pension fund; otherwise, the date of the notification giving rise to the dispute	none	– Minimum amount in dispute: CHF 300
d) Legal disputes with a landlord as a tenant	Europe and the countries bordering the Mediterranean	3 months	Date of the event giving rise to the dispute	none	– Minimum amount in dispute: CHF 300
e) Legal disputes with an employer as an employee or civil servant	Europe and the countries bordering the Mediterranean	3 months	Date of the event giving rise to the dispute	none	– Minimum amount in dispute: CHF 300. Not insured: employment disputes of directors, members of executive management, professional sportsmen and coaches
f) Other contractual disputes	Europe and the countries bordering the Mediterranean	3 months	Date of the event giving rise to the dispute	None, apart from CHF 3,000 for cases relating to the construction, conversion and demolition of properties insofar as an official permit is required	– Minimum amount in dispute: CHF 300 – Not insured: disputes arising from cohabitation
g) Civil law disputes with immediate neighbours due to disturbances and boundary issues	Europe and the countries bordering the Mediterranean	3 months	Date of the event giving rise to the dispute	CHF 3,000	– Only legal disputes relating to properties lived in by the policyholder containing a maximum of 3 apartments, including holiday apartments which are let for less than 2 months per year, are insured

	Geographical scope	Waiting period	Insured event	Restrictions	Special features
h) Civil law disputes arising from property ownership, restricted rights or possession	Europe and the countries bordering the Mediterranean	3 months	Date of the event giving rise to the dispute	CHF 3,000	– Only legal disputes relating to properties lived in by the policyholder containing a maximum of 3 apartments, including holiday apartments which are let for less than 2 months per year, are insured
i) Legal advice in all other legal disputes (legal advice cover)	Europe and the countries bordering the Mediterranean	none		CHF 300	– The policyholder is entitled to one advice session per case

13 In the following special legal protection cases, only legal advice cover as defined by section 12 i) applies:

- All legal protection cases and characteristics that are not explicitly listed
- Cases relating to commercial activities
- Cases relating to properties lived in by the insured person containing more than three apartments, or properties not lived in by the insured person, as well as holiday homes that are let for more than two months during the year
- Cases relating to the purchase, sale, pledging and letting of property and the dissolution of joint ownership of property
- Cases relating to an insured person's function as an executive body, legal representative, shareholder or partner of legal entities or partnerships
- Cases relating to tax law, canon law, building and planning law and eminent domain
- Cases relating to the law of debt recovery and bankruptcy over the assets of an insured person
- Cases relating to securities, financial and investment transactions, guarantees and betting and gaming
- Cases relating to aircraft, provided they require an official airworthiness test

14 Payments to victims of violent crime

Special accident insurance exists for victims of violent crime. The following benefits are payable for accidents suffered by an insured person as a result of a crime:

- Death: CHF 150,000
- Total disability: CHF 300,000 and a lifelong pension for persons over 65 years of age calculated on the basis of a special pension table
- Treatment costs: unlimited for 5 years
- Damage to possessions: up to CHF 5,000 per case for damage to items which an insured person carries with them or on them, provided the damage was caused by an insured event.

These payments are made by Helsana Accidents Ltd under the relevant insurance conditions. These will be provided to insured persons upon request

Claims

15 Reporting a legal protection case

The insured person must immediately report the occurrence of a case necessitating legal protection either by calling the emergency number given on the insurance card or in writing.

The insured person must assist HERAG in processing the legal protection case, provide the required authorizations and information, and forward any reports they receive, particularly from the authorities, without delay.

If these duties are breached culpably, HERAG is entitled to reduce its benefit payments by the amount of the additional costs arising from the breach. In cases of serious breaches, benefits can be refused.

16 Procedure for handling a legal protection case

After consulting with the insured person, HERAG shall take the steps necessary to represent their legal interests.

If the services of a lawyer are required, in particular in connection with court and administrative proceedings, or in cases of conflict of interests, the insured person is free to propose a lawyer of their own choice.

Before mandating the lawyer, HERAG's agreement and approval of the costs must be obtained. If the insured person does not comply with this provision, HERAG is entitled to reduce its benefits.

If there are no good reasons for a change of lawyer, the insured person shall be responsible for paying the costs incurred by the change.

17 Procedure in case of differences of opinion

If there are differences of opinion on how to proceed, in particular in cases deemed to be futile, the insured person can request that the case be decided by an arbitration tribunal. The arbitrator is chosen by both parties. Proceedings shall be conducted in accordance with the provisions of the Swiss Code of Civil Procedure (ZPO) on arbitration.

If an insured person waives their benefits and initiates proceedings at their own expense, the contractually insured benefits will still be paid if the outcome of the proceedings on the principal claim is more favourable than had been assumed by the insurer.

Miscellaneous

18 Termination of insurance

KLuG Advocare PLUS can be cancelled by giving 3 months' notice to the end of a calendar year.

If the supplementary insurance policies TOP or COMPLETA end, KLuG Advocare PLUS automatically ends on the same date.

19 Notifications

Notifications relating to a legal case should be sent to HERAG and all other notifications to KLuG.

20 Place of jurisdiction

At the parties' choice, the courts either at the Swiss place of residence of the insured person or at the legal seat of HERAG (for legal protection cases) or the legal seat of Helsana (for other cases) shall have jurisdiction over actions relating to the insurance contract.

21 Data protection

21.1 Helsana Supplementary Insurances Ltd, the other companies in the Helsana Group and Helsana Rechtsschutz AG use the personal information of insured persons for the purposes of executing the contracts and in order to provide personalised patient advice and care, but also in order to continually improve the quality of products and services they offer to current, former and potential insured persons.

The data is evaluated using mathematical and statistical methods to form needs-based customer groups in order to address the varying individual needs of insured persons as accurately as possible, and to offer products and services from the cooperation partner, Helsana Supplementary Insurances Ltd, the companies in the Helsana Group and partner companies (specifically those listed on Helsana's website) which are cost-effective or could be of interest to current, former or potential insured persons. The cooperation partner, Helsana Supplementary Insurances Ltd, and the other companies in the Helsana Group are therefore also expressly entitled to examine any existing health insurance records related to basic and/or supplementary insurance and to process this information for the aforementioned purposes in the area of supplementary insurance only.

21.2 The members of the Helsana Group are Helsana Insurance Company Ltd, Helsana Supplementary Insurances Ltd, Helsana Accidents Ltd, Avanex Insurance Company Ltd, Progrès Insurance Company Ltd, Sansan Insurance Company Ltd, maxi.ch Insurance Ltd, Helsana Investment Ltd and Procure Providence Ltd.

21.3 The current partner companies of Helsana Supplementary Insurances Ltd are listed on Helsana's website.

21.4 Helsana Supplementary Insurances Ltd and the Helsana Group are subject to particularly strict data protection guidelines. Therefore, no personal data is divulged to third parties outside of the Helsana Group. The only exceptions are where the disclosure of data is expressly required or permitted by law, or where partner companies are involved in processing and fulfilling the insurance contract.

21.5 Personal data is only processed and stored in a database or in hard copy for as long as required by statutory and contractual provisions. Personal data is subsequently deleted.