

General Insurance Conditions (AVB) KLuG Advocare PLUS

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Translation: Only the original German text 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 Insurance company

Your contractual partner for this legal protection insurance is Helsana Rechtsschutz AG, Entfelderstrasse 2, 5001 Aarau, Switzerland ("HERAG"). Helsana Supplementary Insurances Ltd (referred to in the following as "Helsana") has concluded a corresponding cooperative agreement with HERAG and serves as the agent. Helsana is responsible for questions about the contract and premium payments. In the event of a claim, HERAG is the contact. As an insured person, you have a right of direct claim against HERAG.

3 Insured person

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

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 insured:

- Fines and monetary penalties
- 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 reimbursed to HERAG in the amount of the benefits provided.

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

10 Insured legal protection cases

	Geographical scope	Waiting period	Insured event	Restrictions	Special features
a) Claims against other parties or their liability insurance for non-contractual damages	worldwide	none	Date on which the damages were caused	CHF 300,000, 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	CHF 300,000	If the insured person is accused of a pre-mediated offence, the costs will only be covered after an acquittal or a termination of the proceedings. No costs will be covered if the acquittal or the suspension is in connection with a settlement or compensation to the prosecutor or to other persons.
c) Administrative proceedings	Europe and the countries bordering the Mediterranean	none	Date of the breach of the law	CHF 300,000	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	CHF 300,000	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	CHF 300,000	
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

11 Special legal protection cases

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

Private legal protection insurance

12 Insured legal protection cases and characteristics

	Geographical scope	Waiting period	Insured event	Restrictions	Special features
a) Claims against other parties or their liability insurance for non-contractual damages	worldwide	none	Date on which the damages were caused	CHF 300,000, 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	CHF 300,000	If the insured person is accused of a pre-mediated offence, the costs will only be covered after an acquittal or a termination of the proceedings. No costs will be covered if the acquittal or the suspension is in connection with a settlement or compensation to the prosecutor or to other persons.
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	CHF 300,000	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	CHF 300,000	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	CHF 300,000	Minimum amount in dispute: CHF 300. Not insured: employment disputes of directors, members of executive management, professional athletes and professional coaches
f) Other contractual disputes	Europe and the countries bordering the Mediterranean	3 months	Date of the event giving rise to the dispute	CHF 300,000, 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
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

	Geographical scope	Waiting period	Insured event	Restrictions	Special features
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 Special legal protection cases

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
- Cases relating to the rights of individuals, family law and inheritance law as well as cases in connection with concubinage

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 general insurance conditions (AVB) for the Insurance of Victims of Crimes and Offences which can be accessed on the Helsana homepage or a copy may be requested from Customer Service.

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. This will not be applied if the insured person can prove that the breach had no influence on the processing of the legal protection case.

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 (see section 15).

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. The termination shall be deemed valid if it is received, in writing and signed, by Helsana or HERAG at the latest on the last business day before commencement of the three-month notice period.

If the supplementary insurance policies TOP, COMPLETA or OMNIA 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 Helsana.

If there is no provision in the General Insurance Conditions to the contrary, written notifications may be sent to and from Helsana and HERAG in physical or electronic form.

Notifications from Helsana or HERAG shall be sent to the insured person at the most recent reported postal address or e-mail address, or they shall be disclosed on the myHelsana client portal or the Helsana homepage or disclosed with the annual policy attachment.

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 The company responsible for processing personal data in connection with an insurance application, an existing insurance policy and the collection of payments is Helsana (Helsana Supplementary Insurances Ltd, Zürichstrasse 130, 8600 Dübendorf, Switzerland). The privacy policy of Helsana may be found at www.helsana.ch/data-protection or a copy may be requested from Customer Service.

HERAG (Helsana Rechtsschutz AG, Entfelderstrasse 2, 5001 Aarau, Switzerland) is the company responsible for processing personal data in connection with the settlement of claims.

- 21.2 Helsana, the other companies in the Helsana Group and HERAG use the personal information of insured persons for the purposes of executing the contracts and in order to provide personalised insurance consultation and support, 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 Helsana, the other companies in the Helsana Group or HERAG which are cost-effective or could be of interest to current, former or potential insured persons.

- 21.3 Helsana and HERAG may disclose data that is used to perform the insurance contract to involved third parties in Switzerland and abroad as well as to other Helsana companies for processing. Such data may be disclosed to, for example, collection companies, service providers engaged for the purpose of asserting rights against third parties (recourse), mandated lawyers and experts, service providers engaged in efforts to combat fraud and abuse, and Swiss and foreign service providers and other insurance companies (in particular, basic insurance) and their benefits coordination departments.

Helsana and HERAG may hire third parties or other Helsana companies in Switzerland or abroad in connection with the full or partial outsourcing of business divisions and services (e.g. payment transactions and IT services, such as storage options) to process the data of insured persons.

Furthermore, Helsana and HERAG may obtain relevant information from the authorities, official bodies and other third parties in the framework of the contract processing and disclose this information to meet legal or regulatory obligations or safeguard legitimate interests (e.g. to assert or defend claims, official investigations).

If the disclosure of confidential data to third parties (including contract processors) that are subject to contractual or statutory confidentiality and professional secrecy obligations is used in an appropriate manner for contract processing or the protection of legitimate interests, the customer releases Helsana and HERAG from the duty of confidentiality with no need for separate consent. Helsana and HERAG have no control over how third parties (e.g. the authorities) handle this information, with the exception of contract processors.

- 21.4 The contractual partner of Helsana has the right to request the legally stipulated information from HERAG and Helsana about the processing of the data that relates to them.

The responsible companies store the personal data in line with the applicable legal obligations. They also store the relevant personal data beyond the statutory retention periods if this is necessary for asserting and defending the legal

claims of one of the two responsible companies. The duration of the retention is based on, among other things, the statutory retention period or the duration for which claims may be asserted against HERAG or Helsana. Data that is no longer needed is erased or anonymised as stipulated by law.

- 21.5 Members of the Helsana Group are Helsana Insurance Company Ltd, Helsana Supplementary Insurances Ltd and Helsana Accidents Ltd.