



General Insurance Conditions (GIC)

# **MyRight Legal protection insurance**

Version 04.2019

# Table of contents

## Part A Common conditions

A1	Scope of the insurance	5
A2	Policyholder and co-insured persons	5
A3	Insured benefits	5
A4	Amounts of insurance	6
A5	Minimum amount in dispute and deductible	6
A6	General exclusions	6
A7	Temporal scope of coverage	6
A8	Territorial scopes	7
A9	Notification of a legal case	7
A10	Processing of a legal case	7
A11	Contract term	8
A12	Termination in the event of a legal case	8
A13	Premiums	8
A14	Premium adjustments	8
A15	Information obligations and rules of conduct	8
A16	Notifications	8
A17	Data protection	8
A18	Applicable law and place of jurisdiction	8
A19	Sanctions	8

## Part B Everyday legal protection

B1	Insured persons and properties	9
B2	Insured legal cases	9
B3	Exclusions	9

## Part C Traffic legal protection

C1	Insured persons and vehicles	11
C2	Insured legal cases	11
C3	Exclusions	11

## Part D Cyber legal protection

D1	Insured persons	12
D2	Insured benefits	12
D3	Insured legal cases	12
D4	Exclusions	12

# Key points at a glance

## What are the types of insurance?

MyRight legal protection for private individuals includes three different types of insurance:

- everyday legal protection insurance;
- traffic legal protection insurance;
- cyber legal protection insurance.

Please refer to your confirmation of insurance (policy) for details of the insurances you have taken out.

## Who is the insurance carrier?

The insurance company is AXA-ARAG Legal Protection Ltd. (herein-after referred to as "AXA-ARAG"), a stock corporation with its registered office in Zurich and a subsidiary of AXA.

## Who is insured?

Every legal protection insurance policy from AXA-ARAG can be designed to cover individuals or families.

## What protection does the insurance offer?

Everyday legal protection insurance (B1-3)

The insurance covers private individuals for legal disputes, in particular in their capacity as an employee, consumer, animal keeper or sportsperson, and also as the owner or tenant of properties.

Traffic legal protection insurance (C1-3)

The insurance covers legal disputes involving an individual as a road user and, in particular, as the keeper, driver or passenger of motor vehicles and watercraft.

Cyber legal protection insurance (D1-4)

The insurance covers legal disputes as a private internet user.

## What exclusions apply?

The insurance generally excludes the following:

- defense against non-contractual claims for damages;
- disputes among insured persons and against AXA-ARAG. Other exclusions are defined in A6, B3, C3 and D4.

## Where is the insurance valid?

Unless stipulated otherwise, the insurances are valid worldwide (A8).

## When does free choice of lawyer apply?

The lawyer may be chosen freely if:

- a lawyer must be retained in connection with court or administrative proceedings (monopoly of lawyers);
- there is a conflict of interests, i.e. when both parties involved are insured with AXA-ARAG or the dispute involves other AXA Group companies (A10.4).

## What applies with respect to premium payments?

The premium and its due dates are stated in the confirmation of insurance.

AXA-ARAG can amend the contract if the premiums change. In this case, the policyholder has a right of termination (A14).

## What other obligations does the policyholder have?

The policyholder must inform AXA-ARAG without delay if a legal case has arisen (A9, A10 and A15).

The indemnity can be reduced or refused if the information obligations and rules of conduct are violated.

## When does the contract/coverage begin and end?

The contract begins on the date shown in the confirmation of insurance. The contract is valid for the period shown in the confirmation of insurance. On expiry, the contract renews automatically for one month at a time unless one of the contracting parties gives notice to terminate it with effect at the end of a month, via the contact form on myright.ch (A11).

Insurance coverage is valid for legal cases that arise during the contract term. A legal case comprises a basic occurrence and the consequent need for legal protection (A7).

## What data does AXA-ARAG process and how?

While preparing and executing the contract, AXA-ARAG becomes aware of the following data:

- customer information (name, address, date of birth, gender, nationality, bank account details, etc.), stored in electronic customer files;
- application data (details on the insured risk, replies to application questions, etc.), saved in electronic customer dossiers;
- contract information (contract term, insured risks and indemnities, etc.), stored in contract administration systems and electronic risk databases;
- payment information (dates of premium payments received, outstanding amounts, reminders, credit balances, etc.), stored in debt collection databases;
- any available claims data (claim notifications, investigation reports, invoices, etc.), stored in physical claims dossiers and electronic claims application systems.

This data is needed in order to review and assess the risk, manage the contract, collect the premiums on time and process claims correctly in a benefit case. The data must be stored for at least ten years after a contract has ended; claims data must be stored for at least ten years after the claim has been settled.

AXA-ARAG undertakes to treat all the information it receives as confidential. AXA-ARAG is authorized to:

- obtain and process the data necessary for handling contracts and claims. If necessary, the data may be exchanged with third parties involved in the contract, such as reinsurers and other participating insurers, pledge holders, authorities, lawyers and external claims adjusters. Information may also be passed on to other liable third parties and their liability insurers for the purpose of enforcing recourse claims;
- pass on data for the purpose of uncovering or preventing insurance fraud;
- inform third parties (e.g. the relevant authorities) to whom insurance coverage has been confirmed if the insurance is suspended, amended or terminated;
- request relevant data from external providers in order to verify the customer's creditworthiness.

To simplify administrative procedures, AXA Group companies operating in Switzerland grant each other access to master data and basic contract data (excluding health data), claims summaries and customer profiles.

We also reserve the right to use this information for marketing purposes and to send you promotional material. If you prefer not to receive advertisements, please notify us via the contact form on [myright.ch](https://myright.ch).

Please refer to the confirmation of insurance and the General Insurance Conditions (GIC) for further information.

# General Insurance Conditions (GIC)

## Part A Common provisions

### A1 Scope of the insurance

---

The confirmation of insurance shows which insurances (modules) have been purchased. Information about the scope of insurance is provided in the confirmation of insurance and these GIC.

### A2 Policyholder and co-insured persons

---

**A2.1** Depending on what has been agreed, coverage is valid only for the policyholder (individual insurance) or for the policyholder and his family (family insurance).

#### A2.2 "Family" refers to:

- A2.2.1 the spouse or registered partner of the policyholder;
- A2.2.2 the non-registered life partner, provided this person shares the household with the policyholder;
- A2.2.3 their children and others sharing the household, provided they are unmarried and below the age of 20;
- A2.2.4 their children above the age of 20, provided they are unmarried and not employed, up to a maximum of age 30.

### A3 Insured benefits

---

In the event of an insured legal case, AXA-ARAG covers the following services and costs up to a maximum of the amount of insurance shown in the confirmation of insurance:

#### A3.1 Insured services

- A3.1.1 **Processing** of the legal case and representation by AXA-ARAG.
- A3.1.2 **Legal advice:** providing legal information in all insured areas of law and preventive advice in connection with contracts. Legal advice is provided exclusively by AXA-ARAG.

#### A3.2 Insured costs

- A3.2.1 Lawyer fees for a legal representative mandated with the consent of AXA-ARAG, which must also approve the representative's fee agreement.
- A3.2.2 The cost of necessary expert opinions that were obtained with the approval of AXA-ARAG or were requested by a court.

- A3.2.3 The cost of proceedings by state courts or authorities charged to the insured person, except for the cost of first-instance rulings.
- A3.2.4 Counterparty's legal expenses that a court imposes on the insured person.
- A3.2.5 Debt collection costs for the claims due to the insured person that arise from an insured legal case – until a certificate of shortfall or a bankruptcy notice has been obtained.
- A3.2.6 Bail payments to avoid pre-trial detention. These amounts are paid to the insured person in the form of an advance and must be repaid by the insured person.
- A3.2.7 Arbitration court or mediator fees that are charged to the insured person arising from proceedings approved by AXA-ARAG.

---

#### A3.3 Additionally insured costs

- A3.3.1 The cost of proceedings relating to official first-instance rulings, up to CHF 500 per legal case and insurance year.
- A3.3.2 Immediate right to an attorney: advance payment of up to CHF 5 000 for a criminal defense lawyer retained by the insured person for the first questioning.
- A3.3.3 Interpreter fees of up to CHF 5 000 for legal cases relating to incidents abroad.
- A3.3.4 Loss of earnings of up to CHF 5 000 due to interrogation by authorities, provided that such amounts are documented.
- A3.3.5 Necessary travel expenses of up to CHF 5 000 for trips to court hearings abroad.

---

#### A3.4 The insurance does not cover the following costs

- A3.4.1 Fines, contractual penalties and other payments of a punitive nature.
- A3.4.2 Damages and satisfaction.
- A3.4.3 Costs that have to be borne by a liable party or a liability insurer. The insured person must refund any amounts of this nature that AXA-ARAG has paid.
- A3.4.4 Costs of public notarizations, entries in and deletions from public registers, checks and authorizations of all kinds.
- A3.4.5 Costs of medical examinations, analyses and tests to establish if the person is fit to drive and capable of driving.
- A3.4.6 Fees and costs of proceedings before supranational or international courts and authorities.
- A3.4.7 Costs for the enforcement of measures which are futile from a legal or factual perspective, of time-barred claims and of claims against overindebted trading companies.

---

**A3.5 Threshold of amount in dispute**  
If, as an exception, a maximum threshold for the amount in dispute has been defined, coverage of costs arising from legal cases with a higher amount in dispute is prorated. The applicable amount in dispute is calculated on the basis of the total claim amount, including a counterclaim, and not on the basis of the amounts due from any partial claims.

---

**A3.6 Buyout of proceedings**  
AXA-ARAG has the right to exempt itself from its obligation to indemnify by compensating the commercial interests of the dispute.

---

## **A4 Amounts of insurance**

---

**A4.1** Unless other provisions apply, AXA-ARAG will cover the following maximum amounts per legal case:

- A4.1.1 CHF 600 000 for everyday and traffic legal protection in Switzerland;
  - A4.1.2 CHF 100 000 for everyday and traffic legal protection worldwide, and for bail;
  - A4.1.3 CHF 5 000 for cyber legal protection;
  - A4.1.4 CHF 1 000 for legal advice per legal case or insurance year.
- 

**A4.2** AXA-ARAG's services are based on a rate of CHF 200 per hour.

---

**A4.3** Multiple legal disputes arising from the same cause and/or the same triggering event, or which are directly or indirectly related to such cause or event, constitute a single legal case.

---

**A4.4** For each legal case, the compensation for all insured persons is cumulated up to the limit of the amount of insurance. The amount of insurance is paid only once. In addition, the maximum cumulated amount of insurance of CHF 1 million applies to all legal cases per confirmation of insurance that occur during the same insurance year.

---

**A4.5** If several legal protection insurance contracts are in effect for the same legal case, AXA-ARAG covers only the amount that exceeds the extended cover (if any).

---

## **A5 Minimum amount in dispute and deductible**

---

**A5.1** For amounts in dispute of up to CHF 300 in civil proceedings, the insurance covers only one legal advisory session from AXA-ARAG.

---

## **A6 General exclusions**

---

**A6.1** The insurance does not cover safeguarding of the insured person's legal interests:

- A6.1.1 arising from areas that are not listed as insured;
- A6.1.2 against AXA-ARAG and against lawyers and experts mandated in an insured legal case. However, the insurance does cover safeguarding of legal interests against other AXA Group companies;

A6.1.3 in direct or indirect connection with felonies of which the insured person is accused during criminal proceedings – including the consequences thereof that fall under civil or administrative law;

A6.1.4 when defending against non-contractual claims for damages and satisfaction by third parties – except in cases where the liability insurer rejects coverage. A6.1.3 is reserved;

A6.1.5 in connection with war, warlike or terrorist events, civil unrest of all types, and in connection with damage caused by radioactivity or ionizing radiation;

A6.1.6 in connection with claims and liabilities that have been assigned to the insured person or transferred to him due to inheritance law or in some other way.

---

**A6.2** The insurance does not cover safeguarding of the insured person's legal interests in case of privacy violations:

A6.2.1 that the insured person caused through a provocation on his part – even if he himself had previously been provoked;

A6.2.2 by persons who had already provoked the insured person during the last 6 months prior to the start of the insurance;

A6.2.3 in connection with a political or religious activity.

---

**A6.3** The insurance does not cover legal disputes among insured persons who are covered under this contract, except for safeguarding of the policyholder's legal interests against other persons insured under this contract.

---

**A6.4** The insurance does not cover legal disputes resulting from travel to countries for which the Federal Department of Foreign Affairs (FDFA) has issued a travel warning, and from activities which the FDFA deems inadvisable in a particular country.

---

## **A7 Temporal scope of coverage**

---

**A7.1** The insurance covers legal cases whose cause or triggering event and the resultant need for legal protection occurred during the applicable contract term for the risk in question.

---

**A7.2** The cause or triggering event is deemed to have occurred:

A7.2.1 under civil damages law / crime victims assistance law: when the damage is caused;

A7.2.2 under criminal and administrative law: on the date of the actual or alleged violation of statutory provisions;

A7.2.3 under insurance law: when the insured event occurs; in the case of bodily injury, at the onset of the circumstances that constitute grounds for compensation, e.g. an accident or incapacity for work;

A7.2.4 in all other cases: when legal provisions or contractual obligations are violated or allegedly violated for the first time.

---

---

**A7.3 Notification period:** No legal protection is in place if the legal case is notified to AXA-ARAG later than 3 months after the policy is canceled. In case of a longer delay that is not the party's own fault, the legal case may be notified at a later time as soon as the reason for the delay has ceased to apply.

---

## **A8 Territorial scopes**

---

**A8.1** Unless other provisions apply, the territorial scopes are as follows: Switzerland and worldwide.

---

**A8.2** The insurance covers legal disputes if the following apply cumulatively in the same country:

- its courts are competent to judge the legal dispute;
- the law of the country in question applies, and the judgment can be executed.

---

## **A9 Notification of a legal case**

---

**A9.1** AXA-ARAG must be notified immediately online, via the contact form on myright.ch, about any legal case for which an insured person intends to claim benefits.

---

**A9.2** The insured person must obtain the approval of AXA-ARAG before initiating legal proceedings for which coverage is sought or before retaining a legal representative.

---

## **A10 Processing of a legal case**

---

**A10.1 Cooperation:** After notifying a legal case, the insured person must provide AXA-ARAG with all the necessary information and powers of attorney.

---

**A10.2 Procedure:** After examining the legal situation, AXA-ARAG discusses the next steps with the insured person. AXA-ARAG then conducts negotiations for the insured person with a view to reaching an amicable settlement. If negotiations fail, AXA-ARAG decides on the next steps to take and determines whether proceedings are expedient.

---

**A10.3 Retaining a lawyer:** AXA-ARAG decides whether or not it is necessary to retain a lawyer.

---

**A10.3.1** AXA-ARAG will recommend a suitable lawyer to the insured person.

---

**A10.3.2** The insured person mandates and grants power of attorney to the lawyer. The insured person releases the lawyer from professional secrecy obligations vis-à-vis AXA-ARAG. Furthermore, the insured person obligates the lawyer to keep AXA-ARAG informed about developments in the case and, in particular, to provide AXA-ARAG with the necessary information and documents so that it can reach its decisions.

---

**A10.4 Free choice of lawyer:** In the following cases, the insured person has the right, with AXA-ARAG's approval, to mandate a lawyer of his choice if:

---

**A10.4.1** legal representation is necessary in connection with court or administrative proceedings (monopoly of lawyers);

---

**A10.4.2** there is a conflict of interests, i.e. the insured person's counterparty is an AXA Group company – except for AXA-ARAG – or if a legal case is involved in which AXA-ARAG must also provide coverage for the counterparty.

---

**A10.4.3** If no agreement can be reached on who to mandate as the legal representative, AXA-ARAG chooses one of three legal representatives suggested by the insured person. These legal representatives may not work for the same law firm or partnership of lawyers, nor may they be connected in any other way.

---

**A10.5 Coverage confirmation:** AXA-ARAG can define a period for its coverage confirmation in respect of benefits as per A10.3.2, impose conditions or include restrictions, or limit coverage to a particular stage of proceedings or a specific amount. The insured person's notification to the lawyer that coverage confirmation has been issued does not constitute a request for debt assumption.

---

**A10.6 Settlements:** AXA-ARAG assumes obligations arising from a settlement at its expense only if it has given its approval to the settlement.

---

**A10.7 Counterparty's legal expenses:** Costs of proceedings and counterparty's legal expenses awarded to the insured person by a court or in an out-of-court settlement must be assigned to AXA-ARAG up to the amounts it has paid in benefit.

---

**A10.8 Futility:** If AXA-ARAG refuses to indemnify because it considers a measure to be futile, it must immediately state its reasons for the proposed solution in writing and must inform the insured person of the possibility of the procedure in case of differences of opinion (A10.9). In this case, the insured person is responsible for observing the deadlines for any appeals, forfeiture and limitation periods.

---

**A10.9 Procedure in the event of differences of opinion:** If opinions differ on the measures required to settle a legal case, the insured person is entitled to have the matter reviewed by an independent expert to be appointed jointly by the parties. Each party must advance half of the costs; the party losing the dispute must eventually assume all costs. No counterparty's legal expenses will be paid. Unless the insured person requests such a procedure within 20 days of having received the rejection, the decision is deemed to have been accepted. At the request of the insured person or if it proves impossible to agree on an expert, the judge rather than an expert must make the decision by means of a summary procedure at one party's registered office or domicile in Switzerland.

---

**A10.10 Measures on own account:** If the insured person institutes legal proceedings at his own expense after the obligation to indemnify was rejected because of futility, AXA-ARAG covers the costs incurred under the provisions of these GIC if the judgment proves to be more favorable to the insured person than the solution that AXA-ARAG had set out and justified in writing or than the result of arbitration proceedings.

---

**A10.11 Restrictions and liability exclusions:** Outside of Europe, AXA-ARAG can indemnify through an external claims adjuster or limit its payment to a reasonable part of the costs. AXA-ARAG accepts no liability of any sort in connection with choosing and mandating a lawyer or interpreter, or with passing on information or making payments on time.

---

## **A11 Contract term**

---

**A11.1** The start and minimum term of the contract are stated in the confirmation of insurance.

---

**A11.2** The contract renews tacitly by one month at a time unless, after expiration of the minimum contract period, the contracting party receives notice of termination from the other party by the end of the current month at the latest (myright contact form). Notice of termination may also explicitly affect only one part (module) of the contract.

---

**A11.3** If the policyholder relocates his domicile abroad, the insurance ends when he deregisters with the registry office, at the latest on expiry of the current insurance month. This provision applies by extension to any coinsured parties.

---

## **A12 Termination in the event of a legal case**

---

**A12.1** If an insured legal case occurs for which AXA-ARAG is obliged to indemnify, either contracting party can give notice to terminate the contract in writing at any time until the final payment has been made. Notice of termination may also explicitly affect only one part (module) of the contract.

---

**A12.2** Coverage ends 14 days after notice of termination is given to the other contracting party.

---

## **A13 Premiums**

---

**A13.1** The premium and its due dates are defined in the confirmation of insurance. The premium is due in advance on the first day of every insurance month.

---

## **A14 Premium adjustments**

---

**A14.1** If the premiums change, AXA-ARAG shall notify the policyholder to this effect.

---

**A14.2** If the policyholder does not agree to the revision, he may give notice to terminate the contract as of the end of the month, in compliance with the minimum contract period.

---

**A14.3** The contract change is deemed to have been accepted unless AXA-ARAG receives notice of termination within one month.

---

## **A15 Information obligations and rules of conduct**

---

**A15.1** The policyholder must notify AXA-ARAG immediately if any of the information stated in the confirmation of insurance changes.

---

**A15.2** Additional information obligations and rules of conduct are defined in A9 and A10.

---

**A15.3** If information obligations or rules of conduct are violated, AXA-ARAG can reduce or refuse its indemnity unless the insured person can prove that he was not at fault.

---

## **A16 Notifications**

---

**A16.1** All notifications to AXA-ARAG are legally valid if sent to the address shown in the confirmation of insurance or submitted online via the contact form.

---

**A16.2** Notifications by AXA-ARAG to the policyholder and the insured persons are legally valid if sent to their addresses in Switzerland which were most recently provided.

---

## **A17 Data protection**

---

**A17.1** AXA-ARAG is authorized to:

- obtain and process the data it needs in order to manage the contract and legal cases;
- obtain relevant information from third parties;
- inspect official documents.

If necessary for settling a legal case, data may also be forwarded to third parties involved in the case and to countries outside Switzerland. AXA-ARAG undertakes to treat the information it receives as confidential.

---

**A17.2** AXA-ARAG is authorized to communicate with insured persons and other parties by electronic means of communication such as email, fax etc., unless the insured person expressly prohibits it from doing so. AXA-ARAG accepts no responsibility if unauthorized parties receive, read, forward, copy, use, or manipulate transmitted information and data of any kind.

---

## **A18 Applicable law and place of jurisdiction**

---

**A18.1** This contract is subject to Swiss law.

---

**A18.2** The exclusive place of jurisdiction for disputes with AXA-ARAG is the court at the party's registered office or domicile in Switzerland. If the insured person is not domiciled in Switzerland, the place of jurisdiction is Zurich.

---

## **A19 Sanctions**

---

The obligation to indemnify shall lapse to the extent and for as long as amounts due under this contract are barred on account of legal sanctions relating to business, trade or finance.

# Part B

## Everyday legal protection

### B1 Insured persons and properties

---

**B1.1** Coverage for the insured persons in the following capacities:

- B1.1.1 as a private individual;
- B1.1.2 as the driver, owner or keeper of a bicycle, moped or an e-bike, a device similar to a vehicle (without engine), a watercraft, or an aircraft (without engine);
- B1.1.3 as a pedestrian or vehicle passenger;
- B1.1.4 as a member of a Swiss authority or of the Swiss army, the civil defense service or of a fire department.

**B1.2** The insurance covers the following in all disputes involving **properties and plots of land**:

- B1.2.1 the residential address in Switzerland as shown in the confirmation of insurance;
- B1.2.2 rooms, apartments, garage space and properties in Switzerland that an insured person has rented or leased exclusively for his own use;
- B1.2.3 condominium apartments, single-family houses and vacation houses in Switzerland that an insured person owns for his own use;
- B1.2.4 vacation apartments and vacation houses that an insured person rents in Switzerland or abroad for his own use.

**B1.3** If, besides the insured person, other co-owners or owners (e.g. condominium owners) are involved in a dispute over an uninsured property, AXA-ARAG will cover a prorated portion of the costs. The portion is calculated based on the value of the insured person's (co-)ownership share.

### B2 Insured legal cases

---

**B2.1** The insurance covers safeguarding of the insured person's legal interests in the following conclusive list of areas:

- B2.1.1 **Civil damages law**: disputes that arise when asserting statutory liability claims, provided they are based exclusively on non-contractual standard liability provisions; B2.1.3, 1.4 and 2.2.2 are reserved.
- B2.1.2 **Criminal law**: in criminal or administrative proceedings instituted against an insured person accused of a negligent violation of statutory provisions. If the insured person is accused of intentionally committing a crime, the insurance retroactively covers costs of up to CHF 100 000. However, this applies only if the insured person is fully acquitted of the accusation of intent with legal effect, if the proceedings are closed with legal effect, or if a legitimate act in a situation of necessity or legitimate self-defense has been established with legal effect. Discontinuation of the proceedings or acquittal may in no way be associated with compensation to the plaintiff or third parties. AXA-ARAG can pay advance compensation of up to CHF 10 000 if it believes that the overall circum-

stances will result in discontinuation of the proceedings or that the accused will in all likelihood be acquitted. Any wrongfully obtained advance payments must be repaid.

- B2.1.3 **Crime victims compensation**: disputes arising from asserting claims for crime victims compensation under the Federal Victim Assistance Act.
- B2.1.4 **Patient law**: disputes as a patient if the place of jurisdiction and place of enforcement are in Switzerland.
- B2.1.5 **Insurance law**: disputes with private or Swiss public-law insurance institutions and pension funds.
- B2.1.6 **Labor law**: in connection with disputes as an employee under a private and public-law employment relationship; disputes as the employer of domestic staff and as a general manager or executive board member that arise from employment relationships, up to an amount in dispute of CHF 100 000.
- B2.1.7 **Tenancy and leasehold law**: disputes arising from rental agreements and leases on movable property and animals and as the tenant or leaseholder of properties.
- B2.1.8 **Lending law**: disputes arising from written loan agreements or credit or mortgage contracts.
- B2.1.9 **Other contract law**: disputes arising from contracts; outside of Switzerland, the maximum amount in dispute is CHF 20 000; B1.2 and B2.1.4–1.8 are reserved.
- B2.2.0 **Property law**: civil-law disputes arising from ownership, property and other rights in rem.
- B2.2.1 **Neighbor law**: civil-law disputes under neighbor law; objections against construction projects are not insured.
- B2.2.2 **Law of persons, family law, and inheritance law**: the insurance covers legal advice for legal cases involving the law of persons, family law and inheritance law, provided that Swiss law applies. The same insured persons are eligible only once for legal advice per legal case and insurance year.
- B2.2.3 **Patient law**: disputes as a patient in emergencies abroad.

### B3 Exclusions

---

- B3.1** The insurance does not cover safeguarding of the insured person's legal interests:
  - B3.1.1 arising from mandates as a member of a board of directors or a trustee;
  - B3.1.2 in connection with relationships involving trading companies, cooperatives and association law, with ordinary partnerships, and with responsibility claims brought against the relevant governing bodies;
  - B3.1.3 arising from the purchase and sale of securities, from holdings in companies, from asset management and stock exchange transactions, from betting and gambling, from speculative and forward transactions, from other related or similar financial transactions and investments, and in connection with money laundering; B2.1.8 is reserved;

- B3.1.4 under intellectual property right law and antitrust law, and under the law on unfair competition;
- B3.1.5 in connection with undeveloped plots of land, with warranty claims from purchase agreements relating to properties and land, and in connection with new buildings or conversions if a permit is required for a part of such a project;
- B3.1.6 as the owner, keeper, driver, purchaser, borrower, or renter of motor vehicles (except mopeds and e-bikes), engine-powered watercraft and aircraft, and gliders;
- B3.1.7 in the field of public building, planning, and expropriation law;
- B3.1.8 in connection with any form of self-employed professional activity or gainful occupation.

## Part C

### Traffic legal protection

#### C1 Insured persons and vehicles

---

- C.1** The insurance covers the insured person in the following capacities:
- C.1.1** as the driver and passenger of a registered road vehicle, both in private and work-related situations;
- C.1.2** as the private owner, keeper or lessee of a road vehicle registered in the insured person's name in Switzerland;
- C.1.3** as a pedestrian or passenger of a public or private means of transportation;
- C.1.4** as the private owner, keeper or lessee of a watercraft that is registered in the insured person's name in Switzerland and is based in Switzerland;
- C.1.5** as the driver/pilot of a registered rail vehicle or watercraft;
- C.1.6** as the private renter of a registered road vehicle or watercraft.
- C.1.7** In addition, the insurance covers third parties in the capacity of pilot or passenger of a watercraft that is registered in the name of the insured person in Switzerland.

#### C2 Insured legal cases

---

- C2.1** The insurance covers safeguarding of the insured person's legal interests in the following conclusive list of areas:
- C2.1.1** **Civil damages law:** disputes that arise when asserting the insured person's statutory liability claims, provided such claims are based exclusively on non-contractual standard liability provisions; C2.1.3 and C2.1.9 are reserved.
- C2.1.2** **Criminal law:** in criminal or administrative proceedings instituted against the insured person accused of a negligent violation of statutory provisions. If the insured person is accused of intentionally committing a crime, the insurance retroactively covers costs of up to CHF 100 000. However, this applies only if the insured person is fully acquitted of the accusation of intent with legal effect, if the proceedings are closed with legal effect, or if a legitimate act in a situation of necessity or legitimate self-defense has been established with legal effect. Discontinuation of the proceedings or acquittal may in no way be associated with compensation to the plaintiff or third parties. AXA-ARAG can pay advance compensation of up to CHF 10 000 if it believes that the overall circumstances will result in discontinuation of the proceedings or that the accused will in all likelihood be acquitted. Any wrongfully obtained advance payments must be repaid.
- C2.1.3** **Crime victims compensation:** disputes arising from asserting claims for crime victims compensation under the Federal Victim Assistance Act.

- C2.1.4** **Insurance law:** disputes with private or Swiss public-law insurance institutions and pension funds.
- C2.1.5** **Revocation of license:** proceedings relating to revoked driver licenses or vehicle registrations.
- C2.1.6** **Taxation:** disputes concerning vehicle taxation.
- C2.1.7** **Contract law:** disputes arising from contracts about vehicles; excluded are contracts the insured person enters into for commercial reasons.
- C2.1.8** **Property law:** civil-law disputes arising from the ownership and possession of vehicles.
- C2.1.9** **Patient law:** disputes as a patient in emergencies.

#### C3 Exclusions

---

- The insurance does not cover safeguarding of the insured person's legal interests:
- C3.1** in disputes arising from active participation in races and competitive driving events of all types;
- C3.2** if the driver was not authorized to drive the vehicle. However, the insurance does cover insured persons who did not know or could not have known about this;
- C3.3** if he repeatedly drives a vehicle while intoxicated or under the influence of medicines or drugs. Coverage remains in effect for the other insured persons;
- C3.4** in disputes about qualifying or re-qualifying for a driver's license;
- C3.5** when he grossly exceeds the speed limit, which means
- by at least 40 kph in a 30 kph zone;
  - by at least 50 kph in a 50 kph zone;
  - by at least 60 kph in an 80 kph zone;
  - by at least 80 kph in a zone where the speed limit is above 80 kph.

# Part D

## Cyber legal protection

### D1 Insured persons

---

The insurance covers persons as private internet users as per A2.

### D2 Insured benefits

---

D2.1 The insurance provides coverage in accordance with A3.

---

#### D2.2 Reputation management

In addition, the insurance covers costs of up to CHF 5 000 that AXA-ARAG or an expert acting on its instructions incurs for reputation management.

D2.2.1 Reputation management includes:

- instructions to delete or change an entry that constitutes a privacy violation for the insured person;
- intervention in connection with websites, forums, blogs, social networks, etc.

D2.2.2 Per insurance year, coverage for reputation management is granted at maximum vis-à-vis two parties responsible for posting content that violates privacy.

---

#### D2.3 Legal protection

In amendment of A3, safeguarding the insured person's legal interests includes the following conclusive list of measures:

- D2.3.1 A request, under the threat of legal consequences, to refrain from launching attacks in the form of privacy violations.
  - D2.3.2 Lodging of a criminal complaint.
  - D2.3.3 Enforcement of claims for removal, injunctive relief, or damages against the attacker and website operator in cases that constitute privacy violations.
  - D2.3.4 Defense against claims for damages and criminal defense under copyright law.
  - D2.3.5 Safeguarding of civil-law interests in connection with contractual disputes.
- 

### D3 Insured legal cases

---

D3.1 The insurance covers safeguarding of the insured person's legal interests in the following conclusive list of areas:

D3.1.1 **Privacy law:** violations of the person's privacy through insults, slander and defamation in ways that third parties can discern on electronic media.

D3.1.2 **Identity misuse:** unauthorized use of the person's ID elements or identity authentication elements by a third party with the intention of committing fraud at the expense of the insured person.

D3.1.3 **Credit card misuse:** unlawful use of the person's credit card data in connection with the internet.

D3.1.4 **Copyright:** negligent breach of copyrights in connection with the internet.

D3.1.5 **Contract law:** disputes arising from:

- contracts with internet providers concerning internet access;
- contracts with Swiss credit card companies in connection with credit card misuse;
- contracts with operators of free internet platforms in connection with their use;
- online contracts up to an amount in dispute of CHF 5 000 that the insured person concludes as a consumer.

### D4 Exclusions

---

In addition to the exclusions defined in A6, the following are not covered:

- privacy violations in print media, on television and radio and in their electronic channels;
- financial and investment transactions.



ARAG

## Do you have a legal case?

Notify us of your legal case immediately at:

**myright.ch**

On receipt of your notification, we will assign a contact person who will handle your case and answer any questions you may have. The contact person will inform you about the steps you need to take and what documents are needed for your case.