



Legal Protection Insurance

General Terms and Conditions

Version 07.2024

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Key Points at a Glance

Dear Customer,

We would like to provide you with information about the identity of the insurer and the policyholder of the group sure legal protection insurance that you will join by concluding the affiliation contract, and about the essential content of the insurance.

Who is the insurance carrier?

The insurance carrier is AXA-ARAG Legal Protection Ltd, Ernst-Nobs-Platz 7, 8004 Zurich, a joint stock company with registered office in Zurich and a subsidiary of AXA Insurance Ltd.

Who is the policyholder?

The policyholder is Swisscom (Switzerland) Ltd, Alte Tiefenastrasse 6, 3050 Bern, Switzerland.

Who is insured?

You, as a Swisscom customer resident in Switzerland, are insured after you join the group insurance by concluding the affiliation contract.

The insurance also covers additional persons who live with you in the same household, are registered at the same address and are listed on the confirmation of enrollment.

How to put together a legal protection insurance plan to suit your needs

As part of sure legal protection insurance, AXA-ARAG provides you with advice and supports you in the event of legal issues and disputes. The various modules give you the flexibility to choose the legal protection you need to meet your individual requirements and enjoy optimal coverage: Individual modules can be combined or taken out individually. Your confirmation of enrollment shows which modules you are covered under.



Home & Everyday

Legal issues and disputes in connection with tenancy or ownership of residential property, everyday transactions (such as purchases) and privacy violations



Mobility & Travel

Legal issues and disputes in connection with vehicles, road traffic offenses and travel contracts



Health & Personal Insurance

Legal issues and disputes in connection with an impairment of your health and in case of maternity, retirement or unemployment



Work

Legal issues in connection with your employment and disputes with your employer(s)



Partnership & Family

Legal issues and disputes in connection with school authorities and child protection agencies, and mediation in connection with separation or divorce. The insurance also covers legal issues and disputes in connection with inheritance law.



Taxes

Legal issues and disputes with the Swiss tax authorities regarding income tax and wealth tax



Legal advice PLUS

Legal advice on all aspects of Swiss law.

In the insured cases, AXA-ARAG pays the insured benefits up to the maximum sum insured of CHF 600,000 unless otherwise specified in the modules. There is no deductible.

How do you exercise your right of withdrawal?

You can withdraw from your affiliation contract within 14 days of your enrollment. This deadline will be met if you provide notice of withdrawal in writing or in another form of text (e-mail, for example) to Swisscom (info.sure@swisscom.com) by no later than the last day of the withdrawal period.

What are the most important exclusions?

The insurance does not cover:

- Legal cases that occurred before the insurance began.
- Legal cases against AXA-ARAG, its employees or individuals mandated in a legal case.
- The defense of non-contractual claims for damages and for pain and suffering that are made against you. In these cases, you are insured through your third-party liability insurance.
- Legal cases with your employer in your position as general manager or member of the Executive Board.
- Legal cases as landlord or lessor of apartments, real estate or land.
- Disputes between persons insured under the same affiliation contract. In any such case, only you, as customer of Swisscom, are entitled to legal protection.

Premiums & fees:

What am I required to pay when, and how?

a) Premium

Swisscom as policyholder owes AXA-ARAG the insurance premium.

b) Fee

The fee for enrollment in sure legal protection insurance is due on conclusion of the affiliation contract. During the term of the contract, Swisscom will charge you a monthly fee, which you must pay by the date indicated on the invoice.

If you do not pay the fee on time, you will be reminded as part of the Swisscom standard reminder process. If you do not pay the fee within the specified reminder period, the obligation to pay benefits will be suspended and Swisscom will be entitled to terminate the affiliation contract.

What are your main obligations?

a) to AXA-ARAG

- Notify AXA-ARAG immediately as soon as you need legal assistance and send AXA-ARAG all documents relating to the legal case.
- Legal cases may be reported directly to AXA-ARAG using the claim form in your “My Swisscom” app, via www.swisscom.ch or by telephone at 0848 11 11 00.
- Obtain consent from AXA-ARAG before you engage a lawyer or commence any proceeding.

b) to Swisscom

If the information contained in the confirmation of enrollment changes (e.g. new address or additional co-insureds) or your contact details (e.g. e-mail address, telephone number), you must report this to Swisscom immediately via www.swisscom.ch, in your “My Swisscom” app or by e-mail to sure.concierge@swisscom.com.

What applies with respect to the term and termination of your affiliation contract?

- The commencement of your affiliation contract is specified in the confirmation of enrollment.
- The term of the affiliation contract is unlimited and ends when terminated by you or by Swisscom. Both you and Swisscom may terminate the affiliation contract at the end of any month subject to compliance with a period of notice of 14 days prior to the end of such month. Individual modules may be excluded by both you and Swisscom at any time with effect from the following day.
- Coverage is provided for legal cases in which the triggering event and the need for legal protection arose during the term of the contract and the uninterrupted period during which the relevant module was in effect, and which are reported to AXA-ARAG during this period or at the latest three months following termination of the affiliation contract or following exclusion of the relevant module.
- If co-insureds move out of the shared household, they are still covered for a period of 30 days.

How do we use your data?

a) Data processing by Swisscom

How Swisscom uses your data and what options you have to influence this are set out at www.swisscom.ch/en/residential/legal-information/privacy.html?campID=SC_datenschutz.

In this regard, please note that Swisscom provides AXA-ARAG with the particular data that AXA-ARAG requires in order to process the legal cases and for monitoring and statistical purposes.

b) Data processing by AXA-ARAG

AXA-ARAG uses your data in compliance with the applicable statutory provisions. For more information, visit AXA.ch/data-protection.

General Terms and Conditions

Version 07.2024

A. General part

A.1.

Insurance model

Swisscom (Switzerland) Ltd (hereinafter referred to as "Swisscom") has entered into a group legal protection insurance agreement with AXA-ARAG Legal Protection Ltd (hereinafter referred to as "AXA-ARAG").

The registered office of AXA-ARAG is at Ernst-Nobs-Platz 7, 8004 Zurich, and it is a subsidiary of AXA Insurance Ltd.

AXA-ARAG is the insurance carrier for the group sure legal protection insurance; Swisscom is the policyholder.

Any customer who has a relationship of continuing obligation (e.g. plan) with Swisscom may enroll in the group legal protection insurance by concluding an affiliation contract with Swisscom. The customer thus becomes the insured with a right to bring direct claims against AXA-ARAG. Legal cases are settled directly between the customer and AXA-ARAG. Swisscom informs the customer about the insurance product and is liable to the customer for negligence, errors or incorrect information when providing advice on conclusion of the affiliation contract.

Swisscom cannot issue directives to AXA-ARAG regarding the settlement of legal cases. AXA-ARAG does not share any information about legal cases with Swisscom if so doing could disadvantage the insureds.

A.2.

Who is insured?

- An insured is a customer of Swisscom domiciled in Switzerland who enrolls in the group insurance by concluding the affiliation contract.
- All persons listed by name on the confirmation of enrollment who live in the same household as the customer of Swisscom and are registered at the same address.
- The following are also insured even without being mentioned by name:
 - Children of insureds under the age of 18
 - Other persons under the age of 18, provided that they are registered at the same address (shared household)
- Persons over the age of 18 are insured for a maximum of 12 months until they are included in the confirmation of enrollment in the group insurance, provided that they are registered at the same address as the Swisscom customer.
- If co-insured persons move out of the shared household, they continue to be insured for a period of 30 days.

A.3.

Where is insurance coverage provided?

Worldwide, unless stated otherwise in the modules.

A.4.

When is insurance coverage provided?

Insurance coverage is provided for legal cases in which the triggering event and the need for legal protection arise during the term of the contract and the uninterrupted period during which the relevant module is in effect and which the insured reports to AXA-ARAG during this period or at the latest three months following termination of their affiliation contract or following exclusion of the relevant module.

The triggering event is defined as the first actual or alleged breach of law or breach of contract. Any discrepancies will be set out in the modules.

Insurance coverage is in effect no earlier than on the day following enrollment in the group insurance or on the day following the inclusion of additional modules or insureds in accordance with A.2. GTC.

A.5.

What is insured?

- Legal cases that are defined in these General Terms and Conditions as being insured. The confirmation of enrollment shows which modules are insured. The insurance coverage applies exclusively to legal cases in the private area, subject to self-employment pursuant to E.2.3. in the Work module.
- In the insured cases, AXA-ARAG covers the costs of the services listed below up to the maximum sum insured of CHF 600,000 unless specified otherwise in the following or in the modules. There is no deductible. For external costs to be covered, the insured requires consent from AXA-ARAG in advance.
- The hourly rate charged for the services provided by Legal Services of AXA-ARAG is CHF 200.
- If persons other than those listed on the confirmation of enrollment are involved in a dispute, the costs are covered on a proportionate basis. The costs are covered in full in the event of legal cases in connection with the insured property at the residential address (owner-occupied or rented units).
- Multiple legal cases arising from the same cause and/or the same triggering event, or which are related to such cause or event, are considered to constitute a single legal case. For each legal case, the benefits for all insureds are added together and the sum insured is paid no more than once.
- For all legal cases that are processed under the same affiliation contract and occur in the same insurance year, a total sum insured of no more than CHF 1,000,000 applies.

Costs and services

AXA-ARAG covers the costs of the following services:	What needs to be considered?
Legal advice and processing the legal case	<ul style="list-style-type: none"> The lawyers, legal experts and specialists at AXA-ARAG review the legal situation, provide advice to the insured and negotiate in their interests. AXA-ARAG also helps by giving useful tips, even in cases that are not insured.
Involvement of an external lawyer	<p>For some legal cases, it is advisable to involve a lawyer. If this is necessary in the view of AXA-ARAG, it will recommend a suitable lawyer to the insured.</p> <p>Insureds are free to choose their own lawyer in the following three cases:</p> <ul style="list-style-type: none"> For court or administrative proceedings where a lawyer must be used. If a company of the Swisscom Group or the AXA Group (not including AXA-ARAG) is the opposing party of the insured. If the legal case involved is one in which AXA-ARAG must also provide coverage to the opposing party. <p>If AXA-ARAG rejects the lawyer chosen by the insured, the insured may suggest three additional lawyers. These lawyers may not belong to the same law firm. AXA-ARAG must accept one of these three suggestions.</p> <p>In all these cases, AXA-ARAG covers the costs within the scope of the confirmation of coverage issued.</p>
Expert reports	<ul style="list-style-type: none"> The costs of an expert report are covered if the assessment of a specialist is required or was ordered by a court. The costs of medical examinations, analyses and tests to establish if a person is fit to drive and capable of driving are excluded.
Proceedings before state courts and authorities	<ul style="list-style-type: none"> Costs of proceedings are covered. Costs relating to a penal order or a ruling by the Department of Motor Vehicles are covered for up to CHF 500 per insurance year. Fines are not paid. Proceedings before supranational or international courts (e.g. the European Court of Human Rights) and authorities are not covered.
Non-court costs and legal expenses of an opposing party	<ul style="list-style-type: none"> The litigation expenses and attorney fees of the opposing party imposed on the insured by a court are covered. Reimbursement for lawyers' fees and disbursements and indemnification of the legal expenses of an opposing party that are awarded to the insured by a court must be repaid or assigned to AXA-ARAG up to the amount of the benefits already paid by it.
Mediation and arbitration proceedings	These costs are covered if the particular proceeding was agreed to in writing prior to the occurrence of the legal case or is provided for by law.
Immediate right to an attorney	AXA-ARAG provides an advance of up to CHF 5,000 for a defense lawyer who the insured retains for the initial examination hearing. In the event of a final conviction for a willful felony or misdemeanor (something that was deliberately done or accepted), AXA-ARAG must be reimbursed for these advance payments.
Bail	In order to avoid pretrial detention, the insured may apply for an advance for bail. The advance received must be refunded to AXA-ARAG prior to the conclusion of the legal case.
Translations	The necessary costs of translation in the event of legal cases with a foreign connection are covered.
Travel expenses	Costs necessary for travel to court hearings abroad are covered.
Loss of earnings	If insureds are questioned by an authority and verifiable losses of earnings are incurred as a result, these will be covered up to CHF 5,000.
Collection (e.g. debt collection proceedings)	Costs are covered for the collection of the amount due from an insured legal case until a certificate of shortfall or a bankruptcy warning has been received.

A.6. What is not insured?

The insurance does not cover legal cases and benefits in connection with:

- a) legal issues and disputes that are not specified in the modules as being insured, or are excluded.
- b) claims, debts and liabilities that the insured inherited or that were transferred to them in some other way.
- c) defending non-contractual claims for compensation and for pain and suffering made against the insured.
- d) costs for which a liable person or a liability insurer is responsible.
- e) felonies, including speeding offenses, of which the insured is accused in a criminal proceeding, and the resulting legal consequences.
- f) driving a vehicle when the driver was not authorized to drive, or had repeatedly driven a vehicle while intoxicated or under the influence of medications or drugs. However, the insurance does cover those insureds who were not aware or could not have been aware of this.
- g) disputes between insureds in their capacity as general manager or as member of the Executive Board and their employers as well as arising from any self-employed professional or gainful activity; in the Work module, however, there is coverage for self-employment with an annual turnover of no more than CHF 36,000.
- h) company and foundation law, mandates (e.g. assignments) in boards of directors and boards of trustees, contracts regarding the participation in or acquisition of enterprises, the purchase and sale of securities and cryptocurrencies, other financial, speculative and investment transactions, asset management, gambling and betting, and money laundering.
- i) AXA-ARAG, its employees or the persons retained in a legal case.
- j) disputes between persons insured under the same affiliation contract. In such an event, only the customer of Swisscom who entered into an affiliation contract will benefit from insurance coverage.
- k) war, warlike occurrences as well as unrest of any kind (e.g. demonstrations, strikes or riots).
- l) loss or damage due to radioactive or ionizing radiation.
- m) benefits under this contract that are inhibited due to economic, trade or financial sanctions (e.g. UN sanctions).
- n) the costs of public notarizations (costs of notaries, for example), entries in and deletions from public registers, as well as costs for inspections and permits.

A.7. How are the legal cases handled?

- The insured contacts AXA-ARAG immediately as soon as they need legal assistance. They must send AXA-ARAG all documents relating to the legal case (e.g. contracts, correspondence, fine orders, summonses and rulings) and provide AXA-ARAG with all the necessary information as well as powers of attorney.
- Legal cases may be reported directly to AXA-ARAG using the claim form in the "My Swisscom" app, via www.swisscom.ch or by telephone (0848 11 11 00).

- AXA-ARAG waives the right to reduce its benefits in the event that the legal case was caused by gross negligence.
- The insured will be provided with advice and represented by legal experts at AXA-ARAG. If it becomes necessary for an external lawyer to be involved, AXA-ARAG will help you to select one and will cover the costs incurred within the scope of the confirmation of coverage issued. In connection with a legal case, the insured is required to release the lawyer retained from attorney-client privilege in relation to AXA-ARAG and require them to keep AXA-ARAG updated about the case, and to provide AXA-ARAG with the information and documents necessary for its decisions.
- Consent must be obtained from AXA-ARAG before a lawyer is retained, a legal action is commenced or a settlement reached, for which AXA-ARAG is supposed to assume costs or other obligations.
- If the insured breaches any duties to provide information or rules of conduct, AXA-ARAG may reduce or deny the benefits. These consequences will not occur if, under the circumstances, the breach was beyond the control of the insured or if the insured can prove that the legal case did not arise as a result of it and that the amount of the benefits owed was not affected.
- Instead of the insured benefits, AXA-ARAG may pay all or part of the amount in dispute (buyout of claim). In this case, AXA-ARAG takes into consideration the risk of litigation and the collection risk. In addition, AXA-ARAG may have the services provided by an external service provider (e.g. lawyer).
- AXA-ARAG is neither liable for choosing and retaining a lawyer nor for choosing and retaining an interpreter. Furthermore, no liability is assumed for the timely transmission of information or cash payments.

A.8. What happens if there are differences of opinion?

- A difference of opinion arises if AXA-ARAG considers a legal case to be futile or if the insured does not agree with AXA-ARAG about the measures for dealing with the legal case. In this event, the insured has the right to have their chances of success assessed by an independent expert to be designated jointly. Within 20 days of receiving the letter from AXA-ARAG setting out reasons, the insured must request initiation of dispute resolution proceedings in writing, failing which, this option shall be deemed to have been waived. From the date of the letter from AXA-ARAG, the insured is personally responsible for meeting the deadlines in their legal case.
- If the insured requests dispute resolution proceedings, the insured and AXA-ARAG must each pay half of the costs in advance, with the costs to be ultimately borne by the unsuccessful party. In these proceedings, no legal expenses are awarded to the opposing party.

A.9. What applies with respect to the commencement, cancellation, modification or termination of the affiliation contract?

- The commencement of the affiliation contract is specified in the confirmation of enrollment.
- The Swisscom customer has the option to withdraw from the affiliation contract within 14 days following their enrollment. This deadline will be met if the notice of withdrawal is provided in writing or in another form of text (e-mail, for example) to Swisscom (info.sure@swisscom.com) by no later than the last day of the withdrawal period.

- The term of the affiliation contract is unlimited and ends when terminated by the Swisscom customer or by Swisscom. Both the Swisscom customer and Swisscom (contracting parties) may terminate the affiliation contract at any time subject to compliance with a period of notice of 14 days prior to the end of any month. Individual modules may be included or excluded by either contracting party at any time during the term of the contract with effect from the following day.
- If, when concluding the affiliation contract, the Swisscom customer does not truthfully answer the question of whether a legal protection insurance policy was terminated in the last five years because of a claim made by the customer, Swisscom shall have the right to immediately terminate the affiliation contract. In this case, there is in principle no entitlement to insurance benefits, even for legal cases that have already occurred. If AXA-ARAG has already paid benefits, AXA-ARAG may request that they be paid back.
- If the information contained in the confirmation of enrollment changes (e.g. new address or additional co-insureds), the Swisscom customer must report this to Swisscom immediately via www.swisscom.ch, in the "My Swisscom" app or by e-mail to sure.concierge@swisscom.com. Notices from AXA-ARAG to the Swisscom customer or the insureds shall be valid if sent to the Swiss address indicated in the statement of enrollment.
- If the Swisscom customer moves abroad, coverage for all co-insureds will end with de-registration of the customer at the residents' registration office or at the latest, upon termination of the affiliation contract. If a co-insured person moves abroad, coverage ends for that individual only.

A.10.

What to consider with regard to the premium, the fee and product adjustments

- **Premium:** As policyholder, Swisscom owes AXA-ARAG the agreed insurance premium.

- **Fee:** The fee is due on the conclusion of the affiliation contract. Swisscom invoices its clients a fee monthly during the term of the contract. The invoice must be paid by the date specified on the invoice.

If the customer does not pay the fee on time, the customer will be requested by Swisscom in writing to make payment within the specified reminder period. If the reminder is unsuccessful, the obligation to pay insurance benefits will be suspended on expiry of the reminder period and Swisscom will be entitled to terminate the affiliation contract. Legal cases that occur during this time are not insured.

- **Product adjustments:** AXA-ARAG and Swisscom can make changes to the scope of benefits and coverage for this legal protection product.

Swisscom can make adjustments to these General Terms and Conditions, to the product or the fees. Customers of Swisscom will be notified of the changes 25 days before they enter into effect.

If Swisscom increases the fees in such a way that they result in a higher overall charge or if product adjustments or changes to these General Terms and Conditions are introduced to the detriment of the insureds, the Swisscom client may terminate their affiliation contract early up until the date on which the change enters into effect.

If Swisscom does not receive any notice of termination, this shall be deemed to constitute consent to the general contractual, product and/or fee adjustments.

A.11.

What law applies and where is the place of jurisdiction?

Disputes under this Agreement are subject to Swiss law. Subject to mandatory places of jurisdiction, the place of jurisdiction shall be at the registered office or domicile of the defendant in Switzerland.

B. Home & Everyday

Protection in the event of legal issues and disputes in connection with tenancy or ownership of residential property, everyday transactions (such as purchases) and breaches of personal privacy.

B.1.

What is important?

- The insurance covers all disputes in connection with the residential address set out in the confirmation of enrollment.
- Additional units in Switzerland used by an insured with rent or lease payments up to a maximum of CHF 500 per month are included in the insurance without being listed in the confirmation of enrollment.

The Health & Personal Insurance module is required for disputes in connection with injuries resulting from accidents or in connection with illnesses.

B.2.

What is insured?

B.2.1. Tenancy disputes with the landlord

B.2.2. Disputes with co-tenants arising from a joint lease agreement

In this case, the benefit from AXA-ARAG is limited to coverage of the costs of one mediation. In disputes between the same parties, the benefits are paid only once.

B.2.3. Tenancy disputes with sub-tenants

The insurance covers the rented apartment which the Swisscom customer occupies together with the sub-tenant.

B.2.4. Contractual disputes in connection with buildings of the insured

The insurance covers maintenance as well as extensions, conversions and smaller new buildings with a total construction cost of no more than CHF 200,000. The coverage does not apply in the event of a total construction cost in excess of this amount.

B.2.5. Contractual disputes relating to the reservation, purchase or sale of a private property (e.g. withdrawal from the purchase of an apartment or brokerage contracts)

Warranty claims (e.g. claims against the vendor on account of defects) are insured up to a purchase price of no more than CHF 200,000. This coverage does not apply in the event of a purchase price in excess of this amount.

B.2.6. Disputes in connection with the financing of residential property (e.g. construction loans or mortgages)

The contracts and deeds must be signed for coverage to be in place.

B.2.7. Proceedings in the event of objections to own construction project

- The insurance covers buildings (extensions, conversions and smaller new buildings) with a total construction cost of no more than CHF 200,000. This coverage does not apply in the event of a total construction cost in excess of this amount.
- The building application must be submitted during the term of the contract.

B.2.8. Objections to construction projects by immediate neighbors

Official publication must take place during the term of the contract.

B.2.9. Disputes with neighbors

Disputes relating to neighbor law are covered (e.g. noise disturbances).

B.2.10. Disputes arising from expropriation by the federal government, canton or municipality

The administrative order and the first notice of expropriation must be issued during the term of the contract.

B.2.11. Property disputes relating to either real property (e.g. condominium property) or movable property (e.g. furniture)

Disputes concerning the possession and ownership of vehicles, including their accessories, are insured in the Mobility & Travel module.

B.2.12. Legal disputes as employer with domestic staff

B.2.13. Legal disputes with insurers (e.g. personal liability insurers and building insurers)

- The insured event must occur during the term of the contract.
- Disputes with insurers that are covered in the other modules are excluded. For example: disputes with vehicle and travel insurance companies are insured in the Mobility & Travel module.
- Personal insurance (such as health insurance) is covered in the Health & Personal Insurance module.

B.2.14. Disputes arising from written loan, credit and gifting agreements

The agreements must be signed for coverage to be in place.

B.2.15. Disputes arising from contracts for personal use (e.g. purchases, online shopping, mobile phone plans and gym memberships, visits to restaurants and hairdressers, leisure activities)

Disputes arising from contracts that are covered in the other modules are excluded. For example:

- Employment contracts and contracts in connection with self-employment with an annual turnover of no more than CHF 36,000 are insured in the Work module.
- Contracts relating to registered vehicles, transportation and accommodation contracts and package travel contracts are insured in the Mobility & Travel module.
- Contracts with medical service providers are insured in the Health & Personal Insurance module.
- Contracts with day cares for children are insured in the Partnership & Family module.
- Contracts with tax advisors, financial consultants and fiduciaries are insured in the Tax module.

B.2.16. Enforcement of non-contractual claims for damages, including in the event of credit card or identity fraud on the internet

- The damage must have been caused during the term of the contract.
- Claims for damages that are covered in other modules are excluded. For example:
 - Property damage in connection with traffic accidents or travel is insured in the Mobility & Travel module.
 - Bodily injuries are insured in the Health & Personal Insurance module.

B.2.17. Legal disputes in connection with defamation of character (such as insults, libel and slander) and with cyber bullying

The insurance does not provide coverage if the insured caused the violation of their personality rights through provocation on their part, or if the violation is related to their political or religious activities.

B.2.18. Defense in criminal proceedings in the event of negligence offenses (something that happened "by mistake")

Negligence offenses that are insured in other modules are excluded. For example:

- Criminal proceedings under traffic law and proceedings regarding the revocation of Swiss driver licenses and vehicle registrations are insured in the Mobility & Travel module.
- Criminal proceedings against the insured in connection with their work activity are insured in the Work module.
- Criminal proceedings against the insured in connection with their taxes are insured in the Tax module.

If the insured is accused of an intentional offense (something that was deliberately done or accepted), AXA-ARAG will subsequently reimburse costs if the criminal proceedings are discontinued or they are acquitted. Discontinuation of the proceedings or acquittal must not be in connection with any financial or material compensation to the plaintiff or any other parties.

B.2.19. Disputes with authorities in connection with keeping pets

Disputes in connection with intentional cruelty to animals are not insured.

B.2.20. Disputes in connection with copyright violations

In addition to covering criminal defense, the insurance also covers the enforcement of and defense against claims for damages.

C. Mobility & Travel

Protection for legal issues and disputes in connection with vehicles, traffic violations and travel contracts.

C.1.

What is important?

In the legal cases listed below, the insureds are insured in their capacity as

- owners, keepers, renters of vehicles
- road users (e.g. pedestrian, passenger, pilot, driver)
- travelers

In addition, third parties are insured as drivers of or passengers in a vehicle registered in Switzerland to an insured.

Disputes in connection with injuries resulting from accidents and damage to health are insured by the Health and Personal Insurance module.

C.2.

What is insured?

C.2.1. Disputes arising from contracts (e.g. purchase or service) in connection with insureds' vehicles registered in Switzerland

- Aircraft with a takeoff weight of up to 5.7 tons are insured.
- Contracts concerning the financing of vehicles (e.g. leasing) must be signed for coverage to be in place.

C.2.2. Disputes arising from contracts in connection with rental vehicles

Aircraft with a takeoff weight of up to 5.7 tons are insured.

C.2.3. Criminal proceedings and proceedings regarding the revocation of Swiss driver licenses and vehicle registrations

- As users of registered vehicles, the insureds are insured in both private and professional situations.
- Qualifying or re-qualifying for a driver license is not insured.
- The insurance covers negligence offenses (something that happened "by mistake").

If the insured is accused of an intentional offense (something that was deliberately done or accepted), AXA-ARAG will subsequently reimburse costs if the criminal proceedings are discontinued or they are acquitted. Discontinuation of the proceedings or any acquittal must not be in connection with any financial or material compensation to the plaintiff or other parties.

C.2.4. Disputes arising from transportation, accommodation and package travel contracts

- Transportation contracts include, for example, contracts for air, rail and bus travel or passes for public transportation.
- Accommodation contracts include, for example, hotel or Airbnb bookings.
- Package travel contracts are contracts with a tour operator or travel office.
- The insurance covers rental contracts for vacation apartments and vacation houses rented for a maximum period of eight weeks per year.

C.2.5. Disputes with vehicle insurers and travel insurers

- The insured event must have occurred during the term of the contract.
- Disputes in connection with bodily injuries are insured in the Health & Personal Insurance module.

C.2.6. Disputes regarding the taxation of insureds' vehicles registered in Switzerland

The authority's decision on taxation must have been made during the term of the contract.

C.2.7. Enforcement of non-contractual claims for damages (e.g. repair costs after a car accident)

- The damage must have been caused during the term of the contract.
- Disputes in connection with bodily injuries are insured in the Health & Personal Insurance module.

C.2.8. Disputes arising from the possession and ownership of insureds' vehicles that are registered in Switzerland (including their accessories)

Aircraft with a takeoff weight of up to 5.7 tons are insured.

D. Health & Personal Insurance

Protection for legal issues and disputes in connection with an illness, an accident resulting in bodily injury or death, incorrect medical treatment, and in connection with maternity, retirement and unemployment. In these cases, AXA-ARAG provides support to the insureds in relation to private insurers, social insurance and pension funds.

In addition, AXA-ARAG provides advice to and represents the insureds in the enforcement of their claims against any tortfeasor, their liability insurance and victim support.

D.1. What is important?

Insurance coverage applies in both private and professional situations.

D.2. What is insured?

D.2.1. Disputes with private personal insurance providers and Swiss social insurers

- The event (e.g. illness, accident, maternity, unemployment, insolvency of the employer, incapacity for work) that justifies the entitlement to benefits must have initially occurred during the term of the contract.
- Disputes in connection with social assistance or social welfare offices are not insured.

D.2.2. Insurance disputes in connection with pre-existing congenital defects

The decision by the insurer or authority must have been initially announced or issued during the term of the contract.

D.2.3. Legal disputes in connection with any reduction or discontinuation of insurance benefits due to pre-existing health conditions

The decision by the insurer or authority must have been initially announced or issued during the term of the contract.

D.2.4. Enforcement of claims for damages and for pain and suffering, e.g. in connection with an occupational disease, bodily injury, death or the violation of the mental or sexual integrity of the insured.

The damage must have been caused during the term of the contract.

D.2.5. Enforcement of compensation under the Victim Support Act

The damage must have been caused during the term of the contract.

D.2.6. Disputes in the capacity of patient in relation to hospitals, doctors and other recognized medical service providers

- Outside Switzerland, coverage only includes disputes arising from treatment in emergencies.
- Medical service providers are also deemed to include recognized practitioners of alternative medicine.

D.2.7. Disputes with Swiss adult protection authorities, if the insured is personally affected

The date of the first involvement of the authorities and the first notification of measures must be during the term of the contract.

E. Work

Protection of insureds for legal issues and disputes in connection with their employers and their self-employment up to an annual turnover of CHF 36,000.

E.1. What is important?

The "Health & Personal Insurance" module is required for disputes in connection with injuries resulting from accidents and other health impairments, and in connection with unemployment insurance and insolvency compensation.

E.2. What is insured?

E.2.1. Legal disputes between employees and their employers

There is no coverage for disputes arising from the employment relationship of insureds in their capacity as general manager or member of the Executive Board.

E.2.2. Criminal proceedings against insureds in connection with their work activity

- The insurance covers negligence offenses (something that happened "by mistake"). If the insured is accused of an intentional offense (something that was deliberately done or accepted), AXA-ARAG will subsequently reimburse costs if the criminal proceedings are discontinued or they are acquitted. Discontinuation of the proceedings or any acquittal must not be in connection with any financial or material compensation to the plaintiff or any other parties.
- There is no coverage for criminal proceedings against insureds in their capacity as general manager or member of the Executive Board.

E.2.3. Disputes concerning contracts in connection with self-employment

- The insurance covers self-employment up to a maximum annual turnover of CHF 36,000. The coverage does not apply in the event of annual turnover in excess of this amount.
- If other modules have been taken out in addition to the Work module, the insureds are also insured for the relevant legal cases in connection with their self-employment up to a maximum annual turnover of CHF 36,000. For example, disputes arising from copyright violations are insured with the Home & Everyday module.

F. Partnership & Family

Protection for legal issues and disputes in connection with child protection agencies or school authorities, and for advice and support in an inheritance case or mediation in the event of separation or divorce.

F.1. What is insured?

F.1.1. Disputes with Swiss child protection agencies

The affiliation contract must have already been concluded by the date on which the agency initially becomes involved and measures are announced.

F.1.2. Disputes with Swiss school authorities

- The decision by the school authority must have been initially announced or issued during the term of the contract.
- The insurance covers disputes involving schools up to high school and vocational college level. Disputes with higher-level schools such as universities, universities of applied sciences or higher educational institutions are excluded.

F.1.3. Separation in cases of cohabitation, registered partnership or marriage under Swiss law

The affiliation contract must already be in force when one party initially moves out or requests separation, dissolution or divorce. The relevant event is the one that takes place the earliest.

- The insurance covers the costs of mediation to resolve the consequences of separation, dissolution or divorce.
- In disputes between the same parties, the benefits are paid only once.

F.1.4. Disputes arising under Swiss family law

- The insurance covers legal advice provided by the in-house Legal Services of AXA-ARAG up to a maximum of CHF 1,000 per case or insurance year.
- In disputes between the same parties, the benefits are paid only once.

F.1.5. Disputes arising under Swiss inheritance law

- The affiliation contract must have already been concluded by the time the testator or testatrix dies.
- The sum insured is CHF 3,000.
- Benefits are paid only once per inheritance case.

F.1.6. Contractual disputes with babysitters, day cares for children and similar institutions

G. Taxes

Legal protection for legal issues and disputes with the Swiss tax authorities regarding income tax and wealth tax as a private individual.

G.1. What is insured?

G.1.1. Disputes with the Swiss tax authorities regarding income tax and wealth tax

When submitting the tax return for which legal protection is claimed, the affiliation agreement must have already been concluded.

G.1.2. Contractual disputes with fiduciaries, asset managers and tax advisors

Coverage is provided for contractual relationships in connection with inquiries relating to tax law and the preparation of personal tax returns.

G.1.3. Criminal proceedings against insureds in connection with income tax and wealth tax

The insurance covers negligence offenses (something that happened “by mistake”). If the insured is accused of an intentional offense (something that was deliberately done or accepted), AXA-ARAG will subsequently reimburse costs if the criminal proceedings are discontinued or the insured is acquitted. Discontinuation of the proceedings or acquittal must not be in connection with any financial or material compensation, e.g. to the plaintiff.

H. Legal Advice PLUS

Coverage includes an analysis of the situation, a review of documents and legal advice to insureds. AXA-ARAG provides advice on all subjects related to Swiss law. AXA-ARAG explains the legal situation to the insured and discusses with them options for action, opportunities and risks and assists them with finding a solution.

H.1. What is insured?

Advice on all issues relating to Swiss law

- The legal issue and its underlying situation must initially arise during the term of the contract.
- All areas of Swiss law are included – there are no exclusions.
- AXA-ARAG provides advisory services of three hours per insurance year through its in-house Legal Services.
- Advisory services are calculated and charged at cost. As well as the discussions that take place, the cost includes the time needed to study documents, clarify the facts and the legal situation as well as expenses for external service providers.
- If the Swisscom customer has taken out additional modules, legal advice on the relevant subjects is insured in the respective module and is not counted toward the three hours.