

ORIONPRIVATE

Private and traffic legal protection insurance

according to the Swiss Federal Law on Insurance Contracts (LIC)
and the General Conditions of Insurance (GCI)

Version 10/2017



Where below – in the interest of better readability – the masculine form is used, it should always be understood to stand for the corresponding feminine form as well.

This edition of the General Conditions of Insurance does not constitute an integral part of the insurance contract. It has been translated from the German version. In case of false interpretation or legal dispute the original German version is binding and authoritative.

 **ORION**

WE PROTECT YOUR RIGHTS

The following customer information provides an overview of the identity of the insurer and the material content of the insurance contract (Art. 3 of the Swiss Federal Law on Insurance Contracts, LIC). The rights and obligations of the contracting parties arise from the application/offer or the policy, the contractual conditions and the applicable laws, especially the LIC.

After acceptance of the application/offer, the policyholder will receive a policy; the policy corresponds to the content of the application.

The insurer is Orion Legal Protection Insurance Company Ltd, hereinafter referred to as Orion, with its registered office in Basel, Switzerland. Orion is a stock corporation incorporated under Swiss law.

The insured risks and the scope of the insurance coverage are contained in the application/offer or the policy and in the contractual conditions.

The amount of the premium depends on the respectively insured risks and the desired coverage. A fee may be charged for payment in installments. All information on the premium and any applicable fees is included in the application/offer or the policy.

If the premium for a certain insurance term was paid in advance and if the contract is cancelled before that term has expired, Orion will refund the part of the premium corresponding to the insurance term that has not expired.

The policyholder must pay the entire premium if an insurance benefit was paid and the policyholder cancels the contract in the year following the conclusion of the contract.

- **Changes in risk:**
If an important fact changes in the course of the insurance and if this change results in a material increase in risk, Orion must be notified immediately in writing of this change.
- **Ascertainment of the facts:**
The policyholder must cooperate in investigations relating to the insurance contract – e.g. regarding breaches of the obligation to notify, increases in risk, verification of benefits etc. – and provide Orion with all pertinent information and documentation, obtain such information from third parties for submission to Orion, and authorize third parties in writing to issue the appropriate information and documentation to Orion. Orion is also entitled to carry out its own investigations.
- **Insured event:**
Orion must be notified without delay of any insured event.

This list only contains the most common obligations. The contractual conditions and the LIC contain further obligations.

The insurance begins on the date mentioned in the policy. The contractual conditions set out the circumstances in which a waiting period applies.

The policyholder may end the contract by terminating it:

- at least one month before the contract expires or, if so agreed, one month before the insurance year expires.
The termination is deemed to be on time if Orion receives it on or before the last day before the beginning of the one-month notice period. The contract will be automatically extended for one year at a time if it is not terminated;
- no later than 14 days after learning that Orion has settled any insured event for which a benefit must be paid;
- if Orion raises the premiums. In this case, the termination must be received by Orion on the last day of the insurance year;
- if Orion breaches its legal obligation to provide information as per Art. 3 LIC. The right of termination shall expire four weeks after the policyholder has been informed of this breach, but at any rate after the expiry of a year since such a wrongful act.

Orion may end the contract by terminating it:

- at least one month before the contract expires or, if so agreed, one month before the insurance year expires. The termination is deemed to be on time if the policyholder receives it on or before the last day before the beginning of the one-month notice period. If the contract is not terminated it shall be automatically extended for one year at a time;
- in any insured event for which a service is to be provided, provided that notice of termination is given by such time as the claim is settled;
- if any fact material to risk was concealed or misrepresented (breach of obligation to notify).

Orion may end the contract by nullifying it:

- if the policyholder is in default in paying the premium, has received a reminder, and Orion waives the right to demand payment of the premium;
- in the event of insurance fraud.

This list only includes the most common termination possibilities. Further termination possibilities derive from the contractual conditions and the LIC.

Orion processes data derived from contract documentation or contract handling and uses it for, in particular, the calculation of premiums, the clarification of risk, the processing of insured events, statistical evaluations and marketing purposes. The data will be stored in physical or electronic format. Orion may forward data for processing to third parties involved in handling the contract in Switzerland and abroad, in particular to co-insurers and reinsurers, to the extent required.

Orion is also entitled to procure pertinent information from government offices and other third parties, in particular information with respect to claims history. This shall apply irrespective of whether the contract is concluded or not. The policyholder has the right to request Orion to provide the information stipulated by law in respect of the processing of data pertaining to him.

Content of the insurance contract

The policy provides information on:

- the insured persons
- the selected product version (Private or Traffic Legal Protection insurance, Standard or Premium product)
- sums insured
- the beginning of insurance and the term of the contract
- the due date of the premium
- special conditions

Moreover, the contractual content is based on:

- the General Conditions of Insurance below
- the Swiss Federal Law on Insurance Contracts (LIC)
- the federal law regarding supervision of insurance companies (Insurance Supervision Act, ISA)
- the Ordinance on the Supervision of Private Insurance Companies (Supervision Ordinance, SO)

ORIONPRIVATE

Private and traffic legal protection insurance

General Conditions of Insurance (GCI)

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A Scope of application

A1 Who is insured

Insured persons:	Individual insurance	Multi-person insurance
1 The policyholder;	✓	✓
2 the policyholder's minor children, provided the policyholder is a single parent and his children live with him in the same household or regularly return to his household for the weekend or week;	✓	✓
3 the minor children of a single-parent policyholder while they are visiting the insured parent;	✓	✓
4 all persons who live with the policyholder in the same household or regularly return to his household for the weekend or week;		✓
5 in traffic legal protection: in addition to those persons mentioned above, all drivers or passengers of any motor vehicle licensed in an insured person's name and not used for commercial purposes are insured during trips made with this vehicle.	✓	✓

Upon marriage or registration of a partnership, the version «multi-person insurance» applies from the day of the marriage or registration provided that notification is provided of the change in marital status within six months and the premium difference is subsequently paid.

A2 What are the insured capacities

The insured persons are insured, depending on the insured products, in the following capacities of:

Insured capacities:	Private legal protection	Traffic legal protection	
	Standard/Premium	Standard	Premium
1 As a private individual, a non-self-employed employee, a member of the Swiss army, civil defense or fire brigade;	✓		
2 as a cyclist (incl. e-bike), a driver of a motorcycle and as a driver of a motor vehicle not subject to registration;	✓	✓	✓
3 as a pedestrian, rider and user of devices and aids serving mobility or propulsion, such as skateboards, inline skates, scooters, skis: – not in connection with a collision with a vehicle; – in connection with a collision with a vehicle;	✓ ✓	✓	✓
4 as the owner, holder or user of ships, surfboards, aircraft, flying machines (model planes, drones, multicopters, etc.) and missiles, for which no liability insurance is prescribed by law or at most weigh 30 kg;	✓	✓	✓
5 as the passenger of a motor vehicle, a watercraft, an aircraft, a rail vehicle or public transport;	✓	✓	✓
6 as the driver of any motor vehicle that does not belong to an insured person and that has a total weight of up to 3,500 kg;	✓	✓	✓
7 as the owner, holder, renter or driver of a motor vehicle including trailer and a not permanently installed caravan or a watercraft and as the driver of a rail vehicle or public transport;		✓	✓
8 as the pilot of an aircraft (pilot legal protection) and as the owner, holder or renter of an aircraft with an MTOW of up to 5.7 metric tons;			✓

Insured capacities:	Private legal protection	Traffic legal protection	
	Standard/Premium	Standard	Premium
9 as the landlord if the additional coverage «Landlord legal protection» was agreed for the rented items.	✓		

Self-driving (also termed «autonomously driving») vehicles are treated identically to the above-listed vehicles.

A3 Where is the insurance applicable

- 1 The insurance applies worldwide, with a few exceptions. The exceptions are listed in each case in the first column (legal field) of the tables «Which legal fields are insured» (Art. B1 and C1). In this regard, «Switzerland» also includes the Principality of Liechtenstein, and «Europe» the area up to the Urals as well as the Mediterranean states.
- 2 Irrespective of the location of the event, legal cases are insured in which cumulatively
 - a. the place of jurisdiction is within the geographical area listed;
 - b. the corresponding national law is applicable; and
 - c. the place of enforcement is also within the insured area.
- 3 Arbitration procedures are only insured if the place of jurisdiction is in Switzerland and Swiss law is applicable.

A4 What are the insured sums

- 1 Where nothing else is listed in the first column of the tables “Which legal fields are insured” under the heading “Special coverage restrictions,” the following applies as the sum insured per legal case in the products:
 - Standard CHF 600,000, for cases with a place of jurisdiction outside Europe CHF 150,000
 - Premium CHF 1,000,000, for cases with a place of jurisdiction outside Europe CHF 300,000
- 2 For all cases occurring in the same insurance year, irrespective of the number of cases, a maximum of CHF 600,000 is available in the Standard product and a maximum of CHF 1,000,000 in the Premium product once in both cases.
- 3 All disputes with the same cause or which are directly or indirectly related to the same occurrence are deemed to be one legal case. The sum insured is only paid once per legal case, even if several legal fields are involved. The full amount of any advanced payments and given security will be credited toward the sum insured. Orion must be reimbursed for advanced payments and security given.

B Standard and Premium private legal protection

B1 Which legal fields are insured (concluding list)

Legal field:	Waiting period (see Art. E4 para. 3):	The legal case is deemed to have occurred:	In addition to the exclusions in Art. E2, no insurance coverage exists:
1 Tort law Assertion of non-contractual claims for damages under civil law due to property damage and bodily injury (physical injury/death) as well as the pecuniary losses resulting directly therefrom. Involvement of the insured person in criminal proceedings as a plaintiff under civil law if such an intervention is required to assert claims. The assertion of claims as part of the legal provisions regarding victim assistance is also insured.	None	At the time the damage was caused.	<ul style="list-style-type: none"> – in connection with defamation; – claims for damages as the consequence of an incident in which the insured person was the driver of a motor vehicle; – in connection with damage from attacks on IT systems or data loss.
Special coverage restrictions: Regarding land ownership only as stipulated in Art. B1 para. 13.			

Legal field:	Waiting period (see Art. E4 para. 3):	The legal case is deemed to have occurred:	In addition to the exclusions in Art. E2, no insurance coverage exists:
<p>2 Criminal defense Safeguarding of rights in penal or administrative proceedings directed against the insured person due to the accusation of violations of law by negligence.</p> <p>Special coverage restrictions: Regarding copyright only in the context of Art. B1 para. 9.</p>	None	At the time of the first actual or alleged violation of penal provisions.	<ul style="list-style-type: none"> – for charges of willful violations of the law. Upon the full and legally valid cessation of proceedings or full and legally valid acquittal, costs will be refunded despite charges of willful violations of the law. There will be no reimbursement if the cessation of the proceedings occurs in connection with compensation to the party harmed by the alleged crime or as a result of time limitation and in the case of criminal acts against assets, in connection with defamation and in the event of the mutual withdrawal of criminal applications; – in procedures as a result of an event in which the insured person was the driver or holder of a motor vehicle; – for cases from the law concerning aliens; – for cases regarding the Data Protection Act; – for cases from intangible property law (such as patent, design and brand law).
<p>3 Right of ownership and property law Disputes arising from ownership, possession or other material rights to movable property and animals.</p>	None	At the time of the first actual or alleged violation of legislation or contractual obligations, unless it is already apparent previously for the insured person that legal differences could arise. In the latter case, the timing of recognition is relevant.	
<p>4 Insurance law Disputes under social security law with Swiss public insurance (OASI/disability insurance, Federal Accident Insurance Institution, etc.), pension funds and health insurance funds as well as disputes arising under an insurance contract with private-sector insurance institutions.</p> <p>Special coverage restrictions: Regarding land ownership only as stipulated in Art. B1 para. 13.</p>	<p>In social security law: one month</p> <p>In all other cases: none</p>	<p>In the event of bodily injury: upon the first occurrence of the health impairment that resulted in a disability or an inability to work;</p> <p>in the event of disputes regarding an allegedly false application declaration: at the time of the application declaration;</p> <p>in all other cases: upon the first occurrence of the event that gives rise to the claim against the insurance.</p>	
<p>5 Employment law</p> <p>a Disputes as an employee from private or public law employment relationships with employers in Switzerland or a directly neighboring country;</p> <p>b disputes as an employer with a cleaner or nanny employed in one's private household.</p>	One month	At the time of the first actual or alleged violation of legislation or contractual obligations, unless it is already apparent previously for the insured person that legal differences could arise. In the latter case, the timing of recognition is relevant.	<p>In the Standard product:</p> <ul style="list-style-type: none"> – for members of Executive Management who have a decisive influence on the operational decisions of the employer or with a gross annual salary (including bonuses, gratuities, etc.) of over CHF 200,000; – for members of the Board of Directors.

Legal field:	Waiting period (see Art. E4 para. 3):	The legal case is deemed to have occurred:	In addition to the exclusions in Art. E2, no insurance coverage exists:
<p>6 Patient law Disputes as a patient with physicians, hospitals and other medical institutions:</p> <ul style="list-style-type: none"> a in Switzerland; b outside Switzerland for emergency medical treatment only. <p>An emergency exists if the insured person requires medical treatment during a temporary sojourn abroad and the insured person cannot be reasonably expected to return to Switzerland beforehand.</p>	One month, except for emergency treatment	At the time of the first actual or alleged violation of legislation or contractual obligations, unless it is already apparent previously for the insured person that legal differences could arise. In the latter case, the timing of recognition is relevant.	<ul style="list-style-type: none"> – If the insured person travels abroad for the purpose of the treatment; – disputes in connection with cosmetic surgery, except where this procedure is medically necessary due to an accident or illness.
<p>7 Other contractual law Disputes from other, not separately listed contracts involving legal obligations, such as purchase agreements, simple orders, works contracts for movable property, innominate contracts; contracts concluded via the Internet are likewise insured.</p> <p>Special coverage restrictions:</p> <ul style="list-style-type: none"> – up to a dispute value of CHF 500, the insured person is entitled to ask Orion one time only for information on a point of law; – disputes from loans are only insured if they were agreed in writing and between private individuals. 	One month	At the time of the first actual or alleged violation of legislation or contractual obligations, unless it is already apparent previously for the insured person that legal differences could arise. In the latter case, the timing of recognition is relevant.	<ul style="list-style-type: none"> – In the event of disputes connected to a property purchase and in the case of new construction, conversion and extensions; – in the event of disputes under time-sharing agreements; – in the event of disputes in connection with mortgaging/pledging real estate and land; – in the event of disputes regarding test results and promotion decisions; – in the event of disputes in connection with trading in works of art; – in the event of disputes with attorneys, notaries, tax consultants and trustees.
<p>8 Secondary self-employed occupation Contractual disputes from secondary self-employed activities up to a maximum annual turnover of CHF 18,000, in the Premium product up to 36,000.</p> <p>The following areas of activity are not covered:</p> <ul style="list-style-type: none"> – IT services/business consulting/advertising; – financial services incl. insurance advice; – architecture/engineering; – art trading; – legal representation (attorney, notary, etc.)/tax consulting/trustee; – medical services. <p>Special coverage restrictions:</p> <ul style="list-style-type: none"> – territorial scope: Switzerland and the countries directly adjoining Switzerland; – up to a dispute value of CHF 500, the insured person is entitled to ask Orion one time only for information on a point of law. 	One month	At the time of the first actual or alleged violation of legislation or contractual obligations, unless it is already apparent previously for the insured person that legal differences could arise. In the latter case, the timing of recognition is relevant.	<ul style="list-style-type: none"> – in the event of disputes connected to a property purchase and in the case of new construction, conversions and extensions; – in the event of disputes under time-sharing agreements; – in the event of disputes in connection with mortgaging/pledging real estate and land; – in the event of disputes with attorneys, notaries, tax consultants and trustees; – in the event of disputes from loans.
<p>9 Copyright Defense against claims from a copyright infringed by the insured person; assertion of claims for damages in the event of a breach of copyrights to which the insured party is entitled.</p> <p>Special coverage restrictions:</p> <ul style="list-style-type: none"> – the sum insured in the Standard product is CHF 5,000; in the Premium product CHF 20,000; – this coverage only exists to a subsidiary extent, i.e. if the conditions of insurance of an existing obligatory personal liability insurance or special Internet insurance does not provide any coverage for averting such claims; – territorial scope: Europe. 	One month	At the time of the first actual or alleged violation of legislation or contractual obligations, unless it is already apparent previously for the insured person that legal differences could arise. In the latter case, the timing of recognition is relevant.	<ul style="list-style-type: none"> – In cases where the insured person has registered a domain name that is identical to known trademarks in order to make it impossible for the trademark holder to present their web page under this Internet address (domain name grabbing).

Legal field:	Waiting period (see Art. E4 para. 3):	The legal case is deemed to have occurred:	In addition to the exclusions in Art. E2, no insurance coverage exists:
<p>10 Internet legal protection Legal protection as victim related to: 1. phishing/hacking; 2. credit card fraud.</p> <p>If legal support was unsuccessful within 60 days of registration of the case, instead of paying additional benefits according to Art. E1, Orion can assume the proven losses up to a maximum of CHF 1,000 (Premium product CHF 3,000) arising on the account of the insured person in the event of the unauthorized use of the credit card by third parties in the form of a reduction of the balance or in the event of credit card fraud.</p> <p>Special coverage restrictions:</p> <ul style="list-style-type: none"> – the sum insured is CHF 5,000; in the Premium product CHF 20,000; – coverage exists if the credit card fraud occurred via the Internet; – the sum for the replacement of the financial loss is paid out at most once per insurance year. Compensation from other insurances (e.g. contents insurance) takes precedence over this cost assumption. Orion reserves the right to demand a copy of the insurance policy. 	One month	At the time of the first actual or alleged violation of legislation or contractual obligations, unless it is already apparent previously for the insured person that legal differences could arise. In the latter case, the timing of recognition is relevant.	
<p>11 Bullying legal protection Legal protection as a victim in connection with infringements of privacy rights (e.g. cyber bullying, threats, coercion, blackmail) that are committed in a manner recognizable for third parties by means of electronic media: The following are insured (complete list)</p> <ul style="list-style-type: none"> – the demanding of the cessation of attacks, with the threat of legal consequences; – the bringing of criminal charges; – the safeguarding of interests under civil law for the protection of privacy; – the assertion of claims for removal and claims for damages against the attacker and operator of the websites; – subject to offsetting against the sum insured, the costs of a specialized service provider will be assumed for the deletion of Internet contents infringing privacy up to CHF 1,000 (in the Premium product up to CHF 3,000). This sum will be paid a maximum of once per insurance year. <p>Special coverage restrictions:</p> <ul style="list-style-type: none"> – the sum insured is CHF 5,000; in the Premium product CHF 20,000; – coverage only exists if both the place of jurisdiction as well as the place of residence or registered office of the attacker are in Switzerland or a directly neighboring country. 	Six months	At the time of the first actual or alleged violation of legislation or contractual obligations, unless it is already apparent previously for the insured person that legal differences could arise. In the latter case, the timing of recognition is relevant.	<ul style="list-style-type: none"> – For cases in which the insured person gave rise to the event through his own provocation. This exclusion applies even if it was a reply to a previous provocation by the attacking party; – to cases against persons who had already provoked in the last two years before conclusion of the insurance against an insured person; – to attacks as a reaction to a crime by the insured person for which a legally binding verdict exists; – to privacy rights infringements in or on print media, television, radio and their electronic spin-offs.

Legal field:	Waiting period (see Art. E4 para. 3):	The legal case is deemed to have occurred:	In addition to the exclusions in Art. E2, no insurance coverage exists:
<p>12 Legal protection for tenants</p> <p>a Orion grants legal protection in the case of disputes arising from a lease or tenancy relationship in connection with real estate, rooms or land in Switzerland that is/are rented for the insured person's own use and not for business purposes;</p> <p>b Orion grants legal protection for civil disputes arising at the insured person's Swiss residence under neighbor law with directly adjacent neighbors with regard to (complete list)</p> <ul style="list-style-type: none"> – obstruction of the view; – tree and hedge maintenance and distance from boundaries; – emissions (such as noise, smoke, vapors, casting of shadow); <p>c At the Swiss place of residence of the policyholder, Orion grants legal protection in disputes arising from contracts for work and services with craftspeople regarding construction defects in the property that he occupies himself and that is not commercially used.</p> <p>Special coverage restrictions: The sum insured in the Standard product is CHF 10,000 for b and c.</p>	<p>a and b: one month</p> <p>c: one year</p>	<p>At the time of the first actual or alleged violation of legislation or contractual obligations, unless it is already apparent previously for the insured person that legal differences could arise. In the latter case, the timing of recognition is relevant.</p>	<ul style="list-style-type: none"> – In the event of disputes connected to exceeding exposure limits pursuant to the Noise Protection Ordinance; – c: <ul style="list-style-type: none"> – in the event of disputes in connection with construction projects whose total costs exceed CHF 100,000 (Premium product CHF 150,000); – in the event of disputes related to asbestos.
<p>13 Legal protection for land and condominium owners</p> <p>The legal protection granted by Orion in connection with land ownership and condominium ownership is restricted to disputes regarding property occupied by the policyholder himself and not commercially used at his Swiss place of residence in the following legal fields (complete list):</p> <p>a civil law disputes arising from neighbor law with directly adjacent neighbors and condominium owners within the condominium owners' association regarding – obstruction of the view;</p> <ul style="list-style-type: none"> – tree and hedge maintenance and distance from boundaries; – emissions (such as noise, smoke, vapors, casting of shadow); <p>b disputes relating to building permits for the construction projects of directly adjacent neighbors;</p> <p>c disputes related to formal expropriation;</p> <p>d disputes with insurance companies;</p> <p>e disputes from affirmative and negative servitudes, land covenants, boundary disputes and the assertion of non-contractual claims for damages due to property damage with respect to the insured real estate;</p> <p>f disputes from contracts for works and services with craftspeople regarding construction defects.</p> <p>Note: Lots that are directly adjacent to insured real estate, that are owned by the policyholder and that are undeveloped or used by the policyholder as a garden or for self-supply are also covered.</p> <p>Special coverage restrictions:</p> <ul style="list-style-type: none"> – the sum insured in the Standard product is CHF 10,000; – b: the sum insured is only available once for the same building project even in the case of modified building requests; – if a dispute with third parties relates to the community portions of a condominium property, the costs will be paid in proportion to the insured person's ownership share of the overall property. The costs are split up analogously for joint property. <p>Insurable by special agreement:</p> <p>g other parcels of land and properties Legal protection as a land owner and condominium owner (a to e) for other parcels of land and properties belonging to an insured person;</p> <p>h landlord legal protection disputes with tenants/lessees from the rental or lease agreement. For these properties legal protection as a land owner and condominium owner pursuant to g is also insured. If additional insurance was concluded pursuant to g or h, disputes are also insured between an insured person and his employees appointed to look after or maintain the other insured properties.</p>	<p>b, c and f: one year</p> <p>Others: one month</p>	<p>At the time of the first actual or alleged violation of legislation or contractual obligations, unless it is already apparent previously for the insured person that legal differences could arise. In the latter case, the timing of recognition is relevant.</p>	<ul style="list-style-type: none"> – In the event of disputes connected to exceeding exposure limits pursuant to the Noise Protection Ordinance; – in the event of disputes not listed as covered, such as those regarding the joint costs of the condominium, the renewal fund, construction or other work done to jointly owned parts of the real estate, co-ownership, administration, etc.; – f: <ul style="list-style-type: none"> – in the event of disputes in connection with construction projects, whose overall costs exceed CHF 100,000 (Premium product CHF 150,000); – in the event of disputes related to asbestos.

Legal field:	Waiting period (see Art. E4 para. 3):	The legal case is deemed to have occurred:	In addition to the exclusions in Art. E2, no insurance coverage exists:
<p>14 Inheritance law Disputes in matters of inheritance law.</p> <p>Note: If there is no dispute, coverage exists via the advice legal protection pursuant to Art. B1 para. 20. Benefits according to this paragraph and the advice legal protection for the same inheritance cannot be accumulated.</p> <p>Special coverage restrictions: – the sum insured in the Standard product is CHF 500; in the Premium product CHF 3,000; – the sum insured will only be paid once per inheritance; – territorial scope: Switzerland.</p>	One year	At the time of the testator's death.	
<p>15 Matrimonial law/registered partnership Orion grants legal protection in the event of problems under matrimonial law/a registered partnership in the form of assistance in setting up a divorce or separation convention.</p> <p>Special coverage restrictions: – the sum insured in the Standard product is CHF 500 per insured partner; in the Premium product CHF 3,000; – in the event of disputes between the same partners, the sum insured will only be paid once; – territorial scope: Switzerland.</p>	One year	The time at which one or both spouses demanded divorce, separation or marital protection measures or the joint household was dissolved. The event occurring first is decisive.	
<p>16 Tax law Orion grants legal protection in the event of complaint procedures after receipt of an appeal decision in the event of disputes before Swiss tax authorities regarding income, wealth, property gains, real estate transfer and property tax.</p> <p>Special coverage restrictions: – the sum insured in the Standard product is CHF 500; in the Premium product CHF 3,000;</p>	One year	At the time of the first assessment order of the Tax Administration.	<ul style="list-style-type: none"> – In the case of procedures regarding additional taxes and penalty taxes; – for the appeal procedure with the Tax Administration.
<p>17 Traffic legal protection Disputes as the driver of any motor vehicle that does not belong to an insured person with a total weight of up to 3,500 kg as stipulated in Art. C1 para. 1-3 and 5-6.</p> <p>Special coverage restrictions: These benefits are only provided subsidiarily with respect to other insurance.</p>	None	Depending on the affected insured legal field according to Art. C1.	

Legal field:	Waiting period (see Art. E4 para. 3):	The legal case is deemed to have occurred:	In addition to the exclusions in Art. E2, no insurance coverage exists:
<p>18 Foreign trip legal protection In partial supplementation of Art. B1 para. 7, Orion grants legal protection for disputes resulting from events during trips abroad in the following areas (complete list) :</p> <ul style="list-style-type: none"> a renting, borrowing and depositing of movable property abroad; b freight and carriage contract for the transport of luggage and/or of a motor vehicle abroad; c repair of a motor vehicle during a trip abroad; d contracts regarding package holidays abroad (including contracts with foreign language schools), rental of a motor vehicle abroad or temporary rental of a holiday home abroad for up to a maximum of six months (irrespective of the place of booking – also in the event of the place of jurisdiction being in Switzerland). <p>Special coverage restrictions: These benefits are only provided subsidiarily with respect to other insurance.</p>	None	At the time of the first actual or alleged violation of legislation or contractual obligations, unless it is already apparent previously for the insured person that legal differences could arise. In the latter case, the timing of recognition is relevant.	– Disputes in connection with the transportation of a vehicle purchased abroad for the purpose of importing it into Switzerland.
<p>19 Special advice legal protection for insured persons 60 PLUS Orion provides insured persons over the age of 60 with support in checking their will and setting up a living will or health care proxy.</p> <p>Special coverage restrictions:</p> <ul style="list-style-type: none"> – the sum insured is CHF 5,000; in the Premium product CHF 20,000. Irrespective of the number of cases, the sum insured is only paid once every three years, counting from the start of the insurance; – territorial scope: Switzerland. 	One year	When the need for legal protection arises.	
<p>20 Advice legal protection Orion provides advice once a year in one of the following areas (complete list):</p> <ul style="list-style-type: none"> a matters relating to personal law; b matters relating to family law; c data privacy; d association law regarding member contributions; e inheritance law; f public law disputes with school authorities about the allocation to a kindergarten, school enrollment in primary school and the awarding of university places; g appeals against construction projects of an insured person for personal use. <p>Special coverage restrictions:</p> <ul style="list-style-type: none"> – instead of providing advice, Orion can pay the expenses for mediation or a consultation with an attorney or notary; – the sum insured is CHF 1,000; in the Premium product CHF 2,000; – coverage only exists for advice regarding Swiss law; 	a–f: one month g: one year	When the need for legal protection arises.	a: in foundation law; b: in matrimonial protection and divorce law (exception: matrimonial law and disputes from registered partnerships as per Art. B1 para. 15).

Standard traffic legal protection

In general, no waiting period applies in the Standard traffic legal protection.

C1 Which legal fields are insured (concluding list)

Legal field:	The legal case is deemed to have occurred:	In addition to the exclusions in Art. E2, no insurance coverage exists:
<p>1 Tort law Assertion of non-contractual claims for damages under civil law due to property damage and bodily injury (physical injury/death) as well as the pecuniary losses resulting directly therefrom; involvement of the insured person in criminal proceedings as a plaintiff under civil law if such an intervention is required to assert claims. The assertion of claims as part of the legal provisions regarding victim assistance is also insured.</p>	<p>At the time the damage was caused.</p>	<ul style="list-style-type: none"> – In connection with defamation; – for damage to any third-party vehicles driven by the insured.
<p>2 Criminal defense In criminal and administrative proceedings directed against the insured person and opened in connection with a traffic accident or for traffic violations.</p>	<p>At the time of the first actual or alleged violation of penal provisions.</p>	<ul style="list-style-type: none"> – In connection with defamation; – in cases of alleged violations of traffic laws in stationary traffic (illegal stopping, parking, etc.).
<p>3 Confiscation of driving license and taxation In the case of proceedings concerning the confiscation of a driving license or vehicle documents as well as concerning the cantonal taxation of insured vehicles.</p> <p>Special coverage restrictions: territorial scope: Switzerland</p>	<p>At the time of the first actual or alleged violation of legislation obligations.</p>	<ul style="list-style-type: none"> – In the case of procedures for the purpose of acquiring or converting a driving license and also for regaining a license that was legally confiscated.
<p>4 Ownership and property law Disputes regarding ownership, possession or other material rights in or to an insured vehicle;</p>	<p>At the time of the first actual or alleged violation of legislation or contractual obligations, but at the latest when it is apparent for the insured person that legal differences could arise.</p>	<ul style="list-style-type: none"> – For the purchase/sale and renting of vehicles if the insured person conducts such transactions as a business.
<p>5 Insurance law Disputes under social security law resulting from an insured traffic accident with Swiss public insurance (disability insurance, Federal Accident Insurance Institution, etc.), pension funds and health insurance funds as well as disputes arising under an insurance contract with private-sector insurance institutions.</p>	<p>In the event of bodily injury: upon the first occurrence of the health impairment that resulted in a disability or an inability to work; in the event of disputes regarding an allegedly false application declaration: at the time of the application declaration; in all other cases: upon the first occurrence of the event that gives rise to the claim against the insurance.</p>	
<p>6 Patient law Disputes with physicians, hospitals and other medical institutions regarding the treatment of injuries from an insured traffic accident.</p>	<p>At the time of the first actual or alleged violation of legislation or contractual obligations.</p>	
<p>7 Vehicle contract law Disputes arising under the following contracts covered by the Swiss Code of Obligations with respect to insured vehicles (including their accessories such as child seats, car radios, etc.): purchase, rent, loan for use, leasing, deposit, repair order (complete list).</p>	<p>At the time of the first actual or alleged violation of legislation or contractual obligations, but at the latest when it is apparent for the insured person that legal differences could arise.</p>	<ul style="list-style-type: none"> – for sales/purchases of vehicles and vehicle accessories if the insured person conducts such transactions as a business; – for contract disputes in connection with nautical vessels with a catalog price in excess of CHF 150,000.
<p>8 Garage rental Disputes as a permanent tenant of a garage or parking space rented for insured vehicles.</p>	<p>At the time of the first actual or alleged violation of legislation or contractual obligations.</p>	

D Premium traffic legal protection

In general, no waiting period applies in the Premium traffic legal protection.

D1 Which legal fields are insured

Disputes in all legal fields shall be insured where an insured person is affected in a capacity insured pursuant to Art. A2 sub-paragraph 2-8.

D2 When the legal case is deemed to have occurred

A case is regarded as having occurred:

- under insurance law:
 - in the event of personal injury: upon the first occurrence of the health impairment that resulted in a disability or an inability to work;
 - in the event of disputes regarding an allegedly false application declaration: at the time of the application declaration;
 - in all other cases of insurance law: upon the first occurrence of the event that gives rise to the claim against the insurance;
- under criminal law: at the time of the first alleged or actual wrongful act against legislation;
- in all other cases: at the time of the first actual or alleged violation of legislation or contractual obligations, unless it is already apparent previously for the insured person that legal differences could arise. In the latter case, the timing of recognition is relevant.

D3 What are the exclusions

There is no insurance coverage (concluding listing):

- 1 for averting non-contractual claims for damages made by third parties. This is the task of liability insurance;
- 2 for cases related to war, civil unrest, strike, radioactive radiation, chemical accidents, attacks of all kinds on IT systems;
- 3 for cases directed against another insured person covered under this contract or against this insured person's liability insurance (this exclusion does not apply to the policyholder personally);
- 4 for cases from the debt collection of claims against over-indebted debtors (e.g. in the event of the availability of a loss certificate or relevant collection procedures) or time-barred claims;
- 5 in the event of disputes between domestic partners, roommates, spouses or members of a registered partnership;
- 6 for the purchase/sale and rental of vehicles and accessories if the insured person conducts such transactions as a business;
- 7 for cases as the owner/holder of commercially used vehicles (i.e. income is generated on a continual basis through the trips), such as taxis, cars, delivery vehicles and trucks in the transport industry, driving school cars etc.;
- 8 for cases on account of accusations of reckless driving. By law, a «reckless driver» is anyone who exceeds the permissible speed as follows:
 - by at least 40 km/h where the speed limit is 30 km/h;
 - by at least 50 km/h where the speed limit is 50 km/h;
 - by at least 60 km/h where the speed limit is 80 km/h;
 - by at least 80 km/h where the speed limit is more than 80 km/h.Anyone who also accepts the high risk of an accident with severe injuries or deaths by deliberately violating elementary traffic regulations, namely by reckless overtaking or taking part in an unauthorized race with motor vehicles, is also considered a «reckless driver».
- 9 for cases resulting from driving while intoxicated with a blood-alcohol concentration of 1.6 per mille or more;
- 10 for traffic accidents deliberately caused by an insured person.

E Joint provisions

E1 Which services and costs are provided

- 1 Orion will pay the following expenses up to the sums insured listed in Art. A4 and B1 in the insured legal cases:
 - a the processing of these legal cases by Orion;
 - b the fee of a lawyer or legal counsel or mediator and, notwithstanding Art. E5 para. 2, the costs of a defense lawyer for the first police interrogation up to a maximum of CHF 2,000 in cases as an accused in criminal proceedings. If there is a charge of intent, these costs must be reimbursed to Orion by the insured person;
 - c the costs of obtaining an expert opinion provided that Orion gives its consent or it is ordered by the court;
 - d court fees or other costs of the proceedings imposed upon the insured person, including advances;
 - e compensation for proceedings awarded to the counterparty and imposed on the insured person, including any security;
 - f debt collection of a claim to which the insured person is entitled from an insured case if the debtor disputes this (e.g. under Swiss law from the objection by the debtor to the payment order) until the availability of an attachment of property loss certificate, request for debt moratorium, threat of bankruptcy or certificate of the insufficiency of a pledge;
 - g advances for bail to avoid pre-trial detention after an accident;
 - h the translation and travel costs needed for judicial proceedings abroad up to CHF 5,000 (Premium product CHF 10,000).
- 2 Legal advice by telephone (Orionline): insured parties can also get advice by telephone concerning legal areas which are not listed.

- 3 The insurance generally does not cover payments of:
- finances;
 - costs of medical or psychological examinations, road safety training as well as blood alcohol and drug analysis ordered in traffic cases;
 - damages;
 - with the exception of the product Premium Traffic Legal Protection, costs and fees for the first notice in criminal proceedings regarding traffic violations (such as a penal order, decree regarding a fine, etc.) and administrative proceedings (e.g. warning, license suspension, road safety training etc). These shall be borne by the insured person, including in the case of any appeals;
 - costs and fees that a third party has an obligation to assume or that must be borne by a liable party or a liability insurance company; Orion only pays advances in such cases;
 - costs and fees for bankruptcy and debt moratorium proceedings as well as for opposition, collocation and separation proceedings.
- Orion's benefit obligation ends with the commencement of bankruptcy proceedings against the insured person; this also applies to cases that have already occurred.
- 4 If an event affects several insured persons under one or more contracts, Orion is entitled to restrict the benefits to safeguarding interests outside of the courts until its chosen attorneys have completed a test-case trial. Furthermore the benefits are added together for all insured persons covered under the same contract.

E2 Which cases are not insured

The following are not insured (all exclusions below take precedence over the provisions of Art. B1 and C1 but do not apply to Premium Traffic Legal Protection. Only the exclusions listed in Art. D3 apply to this):

General exclusions:

- all persons, insured person's capacities and legal fields not expressly designated as insured in Art. A1, A2, B1 and C1;
- cases regarding receivables and liabilities that transferred to the insured person by assignment/assumption of debt or under inheritance law;
- averting non-contractual claims for damages made by third parties. This is the task of a liability insurance;
- cases involving war, civil unrest, strike or lockout, nuclear damage from nuclear energy, radioactive emissions, chemical accidents or genetically modified food, plants and animals;
- cases as a participant in a brawl or scuffle;
- cases directed against another insured person covered under this contract or against this insured person's liability insurance (this exclusion does not apply to the policyholder personally and in cases as per Art. B1 para. 15);
- disputes between domestic partners, roommates, spouses or members of a registered partnership (exception: marital law pursuant to Art. B1 para. 15);
- legal protection in connection with the collection of undisputed claims or cases from the collection of claims against over-indebted debtors (e.g. in the event of the availability of a loss certificate or relevant collection procedures) or time-barred claims;
- cases under debt collection and bankruptcy law (however, coverage does apply to collection measures for insured cases as per Art. E1 para. 1 let. f);
- cases against Orion, its directors and officers and its employees as well as attorneys, notaries, legal representatives, mediators and experts used by Orion or the insured person;

Additional exclusions for Private Legal Protection:

- contractual (exception: secondary self-employed work according to Art. B1 para. 8) or other disputes in connection with any self-employed (including part-time) profession or gainful employment or preparations for such a profession or employment;

- cases in connection with undeclared employment (e.g. no social security insurance, work permit);
- cases from the area of tax law (exception: tax law pursuant to Art. B1 para. 16) and public planning law;
- disputes in connection with paid sport and coaching work from a dispute amount of CHF 30,000. The decisive dispute amount is based on the total claim (including countersuit) and not partial suits;
- with the exception of the legal expenses insurance for journeys abroad as per Art. B1 Para. 18 cases as the owner, possessor, vehicle keeper, driver (exception: legal expenses insurance for drivers as per Art. B1 Para. 17), borrower, renter, lessee, purchaser or vendor of motor vehicles (with the exception of motorized-cycles), railway vehicles, as well as aircraft and nautical vessels subject to registration requirements;
- cases arising under company law including claims against company directors and officers for breach of responsibility;
- disputes concerning the sale and purchase of securities and equity interests in companies, concerning asset management and stock market transactions, speculative or forward transactions, other financial and investment transactions, and any disputes regarding such matters with mediators or agents;

Additional exclusions in traffic and foreign travel legal protection:

- cases in which the driver uses a vehicle not registered for public roads, is not authorized to operate the vehicle, does not have a valid driver's license or operated a vehicle not outfitted with valid license plates;
- cases involving active participation in motor sports competitions and races, (including unauthorized races on public streets), including training;
- cases as the owner/holder of commercially used vehicles (i.e. income is generated on a continual basis through the trips), such as taxis, cars, delivery vehicles and trucks in the transport industry, driving school cars, etc.;
- cases involving charges of exceeding the speed limit by 30 km/h or more in cities or towns, 40 km/h or more outside cities or towns or on trunk roads, and 50 km/h or more on highways;
- cases in connection with repeated occurrences of the following: charges of driving while impaired and under the influence of alcohol, medication or drugs and charges of evading the blood test;
- cases as the owner, holder or pilot of an aircraft;
- cases in connection with traffic accidents deliberately caused by an insured person.

E3 Waiver of benefit reduction

Orion waives its statutory right to reduce benefits for insured events brought about through gross negligence, with the exception (does not apply to Premium traffic legal protection) of non-appealable convictions for driving while impaired and under the influence of alcohol, medication or drugs and for evading the blood test.

E4 When is the insurance applicable

- The insurance begins and ends on the dates stated in the policy. Orion provides its benefits at the earliest upon complete payment of the first premium. The insurance is automatically extended by one year in each case unless one party receives a written notice of termination at least one month in advance.
- Since the insured persons are generally insured as road users, the Traffic Legal Protection insurance cannot be terminated due to the deposit of the license plates.
- Insurance coverage applies to legal cases that occur during the term of the contract and after the expiration of the waiting period stipulated in Art. B1 (Private Legal Protection), provided that the need for legal pro-

tection also arises during the period of insurance. This waiting period is waived if there was previous insurance for the same risk and there is no uninsured period. However, the waiting period will not be waived in the case of a cover extension. There is no cover for cases that are not reported until after the policy or corresponding additional cover is cancelled.

E5 How is an insured legal case processed

- 1 If an insured person wishes to make use of Orion's service for a legal case that has arisen, Orion must be notified immediately in writing.
- 2 Orion determines the approach to be taken for the insured person's benefit. It conducts the negotiations for an amicable settlement and proposes mediation in appropriate cases. Orion decides whether to involve an attorney or mediator and whether to draw up expert opinions. It can impose restrictions as to the amount or substance of the warranty to defray costs. The insured person undertakes not to appoint any representative without having received a written declaration of approval from Orion in advance. If the insured person appoints an attorney or legal counsel, an expert or a mediator before reporting the case to Orion, any costs incurred by the insured person prior to reporting the case will be covered only up to CHF 300. Unless otherwise agreed, Orion will settle the costs with the attorney (also in the case of a legal dispute) based on the work involved. Orion will not pay any contingency fee that the insured person may have agreed to with the attorney.
- 3 Instead of absorbing the costs in accordance with Art. E1, Orion is entitled to compensate the economic interest in full or in part. This is calculated on the basis of the amount in dispute with due consideration of the litigation and del credere risk.
- 4 If representation is needed for court or administrative proceedings or in the case of any conflicts of interest, Orion grants the insured person the free choice of an attorney. Orion is entitled to refuse an attorney proposed by the insured person. The insured person may then propose three attorneys from different law firms within the place of jurisdiction for the claim, and Orion will choose one of these three to be appointed. This applies regardless of whether there was an obligation to grant the free choice of an attorney or Orion agreed to an attorney being appointed for other reasons. No reasons need to be given for refusing an attorney. If the attorney is changed at a later date at the insured person's request, the insured person must pay any additional costs incurred thereby.
- 5 The insured person or his legal counsel must provide Orion with the necessary information and powers of attorney. All records in connection with the case, such as fines imposed, summonses, judgments, correspondence, etc., must be forwarded to Orion without delay. If an attorney has been appointed, the insured person must authorize the attorney to keep Orion informed about the development of the case, including, but not limited to, providing Orion with the documents needed to assess the insurance coverage or the prospects of success.
- 6 Settlements that contain obligations for Orion may only be concluded by the insured person with Orion's consent.
- 7 Any compensation granted to the insured person for court or other expenses (in court or out of court) is to be ceded to Orion, up to the amount of the benefits paid out by Orion.

E6 Differences of opinion

- 1 If there are differences of opinion with regard to proceedings in an insured legal case or with regard to the prospects of success for the legal case, Orion will justify its legal opinion without undue delay in writing and simultaneously remind the insured person of his right to initiate arbitration proceedings within 20 days. Any failure on the part of the insured person to request arbitration by this deadline is deemed to be a waiver. Upon receiving this notification, the insured person must take all measures needed to protect his interests personally. Orion is not liable for the consequences of inadequate representation of interests, in particular missed deadlines. The costs of these arbitration proceedings are

to be advanced in equal parts by the parties and shall be charged to the unsuccessful party. If one party fails to advance their share of the costs, this shall be considered as acceptance of the legal viewpoint of the other party.

- 2 The parties will jointly appoint one sole arbitrator. The proceedings shall be restricted to a single exchange of briefs with applications detailing reasons and stating the evidence upon which the parties base their arguments and upon which the arbitrator shall take his decision. In all other regards, the provisions of the Swiss Code of Civil Procedure (Schweizerische Zivilprozessordnung, ZPO) apply.
- 3 If Orion rejects the benefit obligation and the insured person initiates legal proceedings at his own expense and obtains a judgment that is more favorable for him than the solution explained to him in writing by Orion or than the result of the arbitration proceedings, Orion will pay the costs incurred thereby as stipulated in the insurance conditions, just as if it had agreed to the trial.

E7 Right of withdrawal and its effect

- 1 The policyholder may revoke his application for the conclusion, modification or renewal of the contract or its acceptance in writing.
- 2 The right of withdrawal expires two weeks after the conclusion, renewal or modification of the contract or another agreement.
- 3 Withdrawal will cause the application or the confirmation of acceptance to become null and void from the start.
- 4 Any performance rendered under the contract must be reimbursed.

E8 What conditions apply with respect to premiums

- 1 The first premium is due when the policy is handed over.
- 2 The following premiums are due on the day mentioned in the policy in every insurance year.
- 3 Orion is entitled to levy a dunning charge if the premium is not paid on time.
- 4 The contracting parties waive their right to claim balances of less than CHF 10 from premium invoices.
- 5 Changes to the premium tariff and new General Conditions of Insurance will be disclosed to the policyholder upon invoicing at least 25 days before expiry of the insurance year and will be regarded as accepted from the following insurance year unless he terminates before expiry of the current insurance year. There is no right of termination if duties that Orion cannot influence, such as Swiss stamp duty, change or if the premium changes due to the personal situation of the policyholder (e.g. granting or removal of age-related discounts, change from individual to multi-person insurance or vice versa).

E9 Breach of obligations

Orion can deny or reduce its benefits in the event of any culpable breach of the obligation to inform and cooperate (e.g. deliberately incomplete or incorrect guidance concerning the facts). This also applies if no additional payment obligation arises for Orion from the breach.

E10 Communication

- 1 Reports of legal cases must be addressed to one of the legal centers listed below; all other communications must be addressed to Orion's head office in Basle.
- 2 All communications (including the arbitration proceedings) will be in the language of the insurance contract.

E11 What happens upon a change of residence

Orion must be notified of changes in address and residence within 30 days. If the policyholder moves his legal domicile to another country (except for Liechtenstein), the insurance expires as of the date he notifies the appropriate Swiss government agency of his relocation.

E12 Broker compensation

If a third party, e.g. a broker, looks after the interests of the policyholder with respect to the conclusion or supervision of this insurance contract, it is possible that, based on an agreement, Orion may pay this third party a fee for their activity. If the policyholder wishes more detailed information regarding this, he can contact the third party.

E13 Where is the place of jurisdiction

Orion acknowledges the insured person's Swiss or Liechtenstein domicile as the place of jurisdiction for disputes arising under this contract. If the insured person has no Swiss or Liechtenstein domicile, the place of jurisdiction is Basel.

E14 Sanctions

Notwithstanding contractual provisions to the contrary, the obligation to render services or make a payment will lapse if and for as long as applicable statutory economic, commercial or financial sanctions oppose payment from the insurance contract.

Addresses for legal information, reporting legal cases and questions in legal cases

Orion
Legal Protection Insurance Company Ltd
P.O. Box
CH-4002 Basel
Phone 061 285 27 27
Fax 061 285 27 75

Orion
Assurance de Protection Juridique SA
Avenue Gratta-Paille 1
CH-1018 Lausanne
Phone 021 641 67 67
Fax 021 641 67 64