

Customer Information According to the Swiss Law on Insurance Contracts (VVG) and General Conditions of Insurance (GCI) for Assistance and Legal Protection

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Customer Information According to the Swiss Law on Insurance Contracts (VVG)

Edition 03

The following customer information shows a clear and summarized overview of the identity of the insurer and the material content of the insurance contract (Art. 3 of the Federal Law on Insurance Contracts, VVG). The rights and obligations of the contracting parties arise from the proposal / offer, the policy itself, the contractual conditions and the applicable laws, especially the VVG.

After acceptance of the proposal / offer the Policyholder will be issued with a policy, the contents of which will reflect the proposal / offer.

Who is the insurer?

The insurer is Zurich Insurance Company Ltd, hereinafter referred to as "Zurich", with registered office at Mythenquai 2, 8002 Zurich. With regard to legal protection insurance, the insurer is Orion Legal Expenses Insurance Ltd, hereinafter referred to as Orion, with registered offices at Centralbahnstrasse 11, 4002 Basel, Switzerland. Zurich and Orion are public limited companies under Swiss law.

Which risks are insured and what is the scope of the insurance cover?

The insured risks and the scope of the insurance cover are determined by the proposal / offer or the policy and by the contractual conditions.

What is the premium amount?

The premium amount depends on the respective insured risks and the designated level of cover. A fee may be charged for payment in instalments. All information on the premium and any applicable fees are included in the proposal / offer or in the policy itself.

Under what circumstances is the premium refunded?

If the premium has been paid in advance for a specific period of insurance and the contract is cancelled before the end of the period, Zurich will refund the premium in respect of the unexpired period of insurance.

The premium remains payable in full to Zurich if:

- the insurance benefit was provided on the basis of the cessation of risk;
- the insurance benefit was provided for a partial loss and the Policyholder cancels the contract during the year after the contract was concluded.

Which other obligations does the policyholder have?

- **Changes in risk:** If an important fact changes during the term of the policy, resulting in a material increase in risk, it must be notified to Zurich in writing without delay.
- **Ascertainment of the facts:** The Policyholder must provide assistance for investigations relating to the insurance contract, e.g. breaches of the duty of disclosure, increases in risk, checking benefits, etc. and provide Zurich with all pertinent information and documentation or obtain such information from third parties for submission to Zurich, and authorize third parties in writing to issue the appropriate information, documentation, etc. to Zurich. Zurich is also entitled to carry out its own investigations.
- **Insured event:** The insured event must be reported to Zurich without delay.

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

When does the insurance cover begin?

The insurance cover begins on the day stated in the proposal / offer or in the policy itself. If an insurance certificate or temporary cover note have been issued, Zurich will provide the insurance cover described in the guaranteed written temporary cover note in accordance with applicable law until the issuance of the policy.

When does the insurance cover end?

The Policyholder can terminate the contract by giving notice:

- at the latest three months before the end of the contract or, if agreed, three months before the end of the insurance year. The termination shall be deemed valid if it is received by Zurich at the latest on the last day before commencement of the three-month period. If the contract is not terminated, it shall be automatically extended for one year at a time. Fixed-term contracts with no renewal clause end on the day specified in the proposal / offer or policy;
- after every insured event for which a claim is payable, at the latest 14 days after notification that Zurich has paid;
- if Zurich changes the premium. In this case the notice of termination must reach Zurich no later than the last day of the insurance year;
- if Zurich breaches the statutory information obligations pursuant to Art. 3 VVG. The right of termination lapses four weeks after the insured has received notification of this breach, but at the latest one year after the breach.

Zurich can terminate the contract by giving notice:

- at the latest three months before the end of the contract or, if agreed, three months before the end of the insurance year. The termination shall be deemed valid if it is received by the Policyholder at the latest on the last day before commencement of the three-month period. If the contract is not terminated, it shall be automatically extended for one year at a time. Fixed-term contracts with no renewal clause end on the day specified in the proposal / offer or policy;
- after every insured event for which a claim is payable, on condition that notice of termination is given at the latest at the same time as payment is made;
- if material risk factors have been concealed or falsely communicated (breach of the duty of disclosure).

Zurich can cancel the contract:

- if the Policyholder is late in paying the premium, has received a reminder and Zurich does not call it in;
- if the Policyholder does not fulfil his/her obligation to assist with the ascertainment of the facts. Zurich is entitled to cancel the insurance contract retrospectively within two weeks after the expiry of a four-week time extension agreed in writing;
- in the event of insurance fraud.

This list only contains the most common possible reasons for termination. The contractual conditions and the VVG contain other possible reasons.

How do Zurich and Orion handle data?

Zurich and Orion process data disclosed on the policy documentation or during the course of issuing the policy, and use them mainly for the purpose of setting premiums, providing information on risk, processing claims, making statistical evaluations and marketing purposes. The data are stored in hard copy form or electronically. Zurich shall be entitled to transfer any data that may be required for processing purposes to any third parties in Switzerland or abroad who are involved in issuing the policy, including but not limited to coinsurance and reinsurance companies, and to subsidiaries of Zurich Financial Services Ltd (ZFS) located within or outside Switzerland.

Zurich and Orion shall also be entitled to procure pertinent information from government offices and third parties, in particular information with respect to events leading up to the loss or damage. This consent shall be valid regardless of whether the contract is concluded. The Policyholder has the right to request that Zurich and Orion provide information envisaged under legislation in respect of the processing of data pertaining to him/her.

General Conditions of Insurance (GCI) for Assistance and Legal Protection

Edition 02/2009

If you require immediate help or advice, our toll-free number 0800 811 811 is available to you around the clock . If you are phoning from abroad, simply dial the relevant international network access code, then 41 (for Switzerland) followed by the number 44 834 10 50.

The wording of the german original shall take precedence.

In the interests of quality control, all customer service center calls are recorded.

Art. 100 Contracting Parties

The rights and obligations between yourself (as the policyholder) and Zurich Insurance Company Ltd (acting through Zurich Connect) are laid down in the policy, the General Conditions of Insurance and any applicable special conditions.

Art. 101 Insurer

Unless otherwise specified, the benefits shall be provided by Zurich Insurance Company Ltd in Zurich.

Legal protection insurance is provided by Orion Legal Expenses Insurance Ltd, Centralbahnstrasse 11, CH-4002 Basel, tel. 061/285 27 27 (hereinafter referred to as "Orion").

Art. 102 Subject Matter of the Contract

Your insurance contract may include several types of insurance. The different types of insurance coverage that you have taken out are listed in the policy.

Art. 103 Insured Persons

Depending on what is agreed, the insurance coverage extends to:

- You (individual insurance) or
- You, your spouse or cohabitee, and your family.

Family is defined as:

- Unmarried adult children, adopted children or step-children of the insured persons listed above. Insurance coverage is provided until such time as they take up employment or reach the age of 25, whichever comes first. Students and apprentices are not deemed to be in employment.

- Children, adopted children or step-children of the insured persons listed above who are minors or who have been declared legally incompetent. Insurance coverage is provided for such children as long as one of their parents remains an insured person under this contract.

If you marry during the term of this contract, your family will also be covered by the insurance as from the date of your marriage. This extended coverage shall be provided on the condition that you amend the contract to reflect your change of circumstances within three months.

The insurance shall also cover the legal successors of an insured person, if such person's death gives rise to an insured legal dispute or such a dispute is awaiting settlement.

103.1 Special Arrangements Governing "Numero" Motorist's Legal Protection

The insurance shall cover:

- You as the owner, keeper, driver or passenger of the insured motor vehicle
- All drivers authorized to use the insured motor vehicle (except persons renting the vehicle) for journeys made with said motor vehicle
- All passengers transported in the insured motor vehicle by a person specified above.

Art. 200 Benefits

Art. 201 Travel Insurance

201.1

Geographical Scope of Insurance

The insurance is valid worldwide.

201.2

Illness, Accident or Death

Insurance coverage shall be provided if an insured person falls seriously ill, is seriously injured or dies while traveling.

We shall pay for:

- Any necessary search and rescue operations and transport up to a maximum of CHF 30,000 per insured event
- Repatriation or return journey where necessary on medical grounds or, at the request of the insured person, to their permanent place of residence or a hospital in the vicinity
- The cost of accompanying medical personnel, provided that a return journey is necessary on medical grounds
- A repayable advance on costs up to a maximum of CHF 5,000 per person if an insured person has to be hospitalized or treated as an out-patient while abroad
- Additional expenses such as visiting, board and lodging and additional transport costs abroad up to a maximum of CHF 5,000 per event
- The organizational arrangements and travel costs for a person required to collect any children traveling with the insured person and take them back to their permanent place of residence, including the costs of board and lodging
- The costs of recovering and transporting the insured person's mortal remains to their permanent place of residence, up to a maximum of CHF 30,000 per event.

201.3

Interruption or Termination of the Journey

Insurance protection shall be provided if, during a journey:

- An insured person is forced to return home because a person to whom they are very closely related (i.e. a family

member, close relation, fiancé(e) or god-parent) or the person deputizing for the insured person at work falls seriously ill, is seriously injured or dies;

- The property of an insured person at home is stolen during a burglary or seriously damaged by fire, water or natural hazards, and the presence of the insured person at home is imperative;
- A person traveling with an insured person falls seriously ill and has to curtail the journey, or if such a person is seriously injured or dies;
- Strikes or acts of violence against persons or property on the occasion of riotous assemblies, riots or disturbances, natural disasters or epidemics at the travel destination pose a serious threat to the life and property of the insured person or someone traveling with them;
- Official action or strikes prevent the continuation of the journey.

In this event, we will pay for:

- The costs of radio recall;
- Additional costs for the return journey to the permanent place of residence. The type and class of transport shall be based on the means of transportation originally used.
- Additional costs are incurred with regard to transport or board and lodging despite the fact that a return journey is not necessary and the journey which has commenced can be continued immediately following occurrence of the insured event, or if changes to travel plans become necessary, up to a maximum of CHF 3,000 per insured person.

201.4

Unavailability of Booked Accommodations

Insurance coverage is provided if the accommodations booked is damaged by fire, water or natural hazards, preventing the insured person from using the accommodations in question.

In this event, we will pay for:

- The additional costs of board and lodging for a maximum of 7 days, up to a total of CHF 700 per insured person.

201.5

Additional Benefits

- If, after embarking on a booked journey, the booked means of transportation is cancelled as a result of a breakdown or accident, the additional travel costs incurred by the insured person shall be covered up to a maximum of CHF 1,000. Costs arising due to delays or missed connections are not insured.
- If the continuation of the journey or return journey is delayed as a result of the theft of personal documents essential for the journey, the extra costs arising shall be covered up to CHF 1,000 per event. The relevant police authorities must be notified immediately of the loss, otherwise no benefits shall be paid.
- If, as a result of insolvency on the part of the tour operator, continuation of the booked journey is only possible at the insured person's expense, an advance shall be granted towards the costs of accommodations and the return journey.
- If benefits are provided, the relatives or employer shall be informed of the circumstances and the measures taken, at the insured person's request.

Art. 202

Breakdown Assistance

202.1

Geographical Scope of Insurance

The insurance shall apply with regard to insured events occurring in Switzerland and the Principality of Liechtenstein, those European countries listed on the "green card" (international motor insurance certificate), including the entire territory of the former Socialist Federal Republic of Yugoslavia, as well as in the countries bordering on the Mediterranean Sea and in Mediterranean island states.

In the event of marine transport, coverage shall be uninterrupted if the point of departure and destination lie within the geographical scope of coverage.

202.2

Insured Vehicles

- Regardless of the driver, the insurance shall apply to personal vehicles, i.e. motor vehicles with a total weight of up to 3,500 kg that are registered in the name of an insured person in Switzerland. The insurance for such vehicles extends to all persons traveling in these vehicles.

- In addition, the insurance shall cover all motor vehicles with a total weight of up to 3,500 kg that are driven by an insured person.
- In addition, motor vehicles with a total weight between 3,500 kg and 7,500 kg, which are admitted as camper, are insured.
- Trailers attached to the insured motor vehicle shall also be covered by the insurance.

202.3

Excluded Vehicles

Coverage shall not be provided for motor vehicles which are used

- For the commercial transportation of passengers (e.g. taxis) or
- With dealers' or export license plates.

202.4

Our Benefits

Breakdown and Accident Assistance

If the vehicle is no longer roadworthy as a result of

- A breakdown
- A collision
- Accidental damage (accidental damage shall be understood to mean the unroadworthiness of the vehicle as a result of damage caused by fire, natural hazards, martens, glass breakage, damage caused while parked or vandalism)

Or if it has been stolen, we shall provide the following benefits:

- The organization and assumption of costs for repairing the vehicle, insofar as this is possible at the roadside. The cost of replacing minor parts such as cables, flanges, hoses, fuses, etc. will also be reimbursed (batteries are not considered to be minor parts).
- If it cannot be fixed at the roadside, we shall assume the costs of towing the vehicle to the nearest suitable garage for repair, excluding the costs of repair and materials.
- The cost of carriage for spare parts.
- The costs of recovery of the motor vehicle and trailer, where necessary, up to a total of CHF 2,000.

- The costs of fixing key-related problems (if the key is locked inside the car or the electronic locking system isn't working).
- The costs of vehicle breakdown as a result of running out of fuel. Coverage is not provided for consequential damage such as damage to the engine or catalytic converter.
- The costs of ascertaining the extent of the damage abroad and assessing transportation of the vehicle back to Switzerland, up to CHF 400.
- A refundable advance on costs of up to CHF 2,000 for extraordinary events abroad (e.g. theft, high repair charges or the procurement of spare parts).
- If the vehicle is not roadworthy, we shall pay the costs of
 - A replacement vehicle of the same value, up to a maximum of CHF 3,000
 - The necessary accommodations
 - Continuation of the journey by public transit or taxi
 - Transportation of the repaired vehicle.

Payment of the benefits listed above shall be limited to a combined maximum of CHF 5,000 for all insured persons. With the exception of the replacement vehicle (max. CHF 3,000), there is no restriction on the level of individual benefits payable within the overall limit of CHF 5,000.

- Repatriation of the unrepaired or recovered vehicle from the foreign country to the insured person's permanent place of residence. However, in this case the costs are limited to the current market value of the insured vehicle (including any garaging charges).
- Duty payable on the insured vehicle if it can no longer be transported.

Replacement Driver

If the driver is no longer able to drive the vehicle as a result of an accident, serious illness or because their whereabouts are unknown, or if the driver has died and no other passenger has a driver's license or if the passengers are unable to drive the vehicle due to the emergency situation, the insurance shall cover the costs of a chauffeur to drive the vehicle and passengers home.

Art. 203

Cancellation Costs

203.1

Geographical Scope of Insurance

The insurance coverage is valid worldwide.

203.2

Insured Events

The insurance shall cover the booked vacation, travel booked by air, rail or ship, rental of a vacation apartment, boat, private car or camper van, and language courses abroad.

Insurance coverage shall be provided if

- An insured person, a person who is very closely related (i.e. a family member, close relation, fiancé(e) or godparent) or the person deputizing for an insured person at work, where the presence of the insured person at work is imperative, falls seriously ill, is seriously injured or dies;
- The traveling companion falls seriously ill, is seriously injured or dies;
- Pregnancy complications prevent the insured person from traveling;
- The property of an insured person at home is stolen during a burglary or seriously damaged by fire, water or natural hazards, and the presence of the insured person at home during the planned journey is imperative;
- Personal documents belonging to an insured person, which are essential for the journey, are stolen, and the relevant police authorities are duly notified;
- After the journey is booked, the insured person's employment contract is unexpectedly terminated;
- The insured person who is registered as unemployed with the regional employment office (RAV) accepts a new employment contract and, as a direct result of this, is prevented from commencing a journey which is already booked;
- An insured person or a traveling companion who booked their journey at the same time is prevented from traveling due to strikes, acts of violence against persons or property on the occasion of riotous assemblies, riots or disturbances, natural disasters or epidemics;
- Public transit used by the insured person to reach the airport or station of departure within Switzerland is delayed or cancelled;

- On the direct journey to the intended departure point for the booked travel arrangements, the private vehicle or taxi used becomes unroadworthy due to an accident or a breakdown;
- A domestic animal belonging to the insured person becomes ill or is injured, or the person who is supposed to be caring for the animal is unable to do so as a result of accident, illness or death. The insurance will only cover the costs of a boarding kennel, up to a maximum of CHF 1,000;
- The insured person unexpectedly receives a summons to attend court as a witness or a juror, if the court date falls within the travel period and may not be deferred.

203.3

Our Benefits

If the insured event occurs before commencement of the journey or language course, or before occupying the rented property, the legally or contractually owed cancellation costs (including processing charges) shall be reimbursed.

Costs of tickets for events such as concerts, theater performances, etc. from CHF 100 (per ticket), even without any booked travel arrangements.

The maximum indemnity per event is specified in the policy.

If commencement of the journey is delayed through no fault of the insured, the costs proven to have been incurred for unused accommodations up to the day of departure, and extra travel costs incurred for the later direct journey shall be reimbursed.

If the occurrence of the insured event during the journey leads to early termination of the journey, the duly proven costs incurred with regard to unused booked accommodations from the day when the insured event occurred shall be reimbursed for each person traveling with the insured. This benefit shall be limited to the amount specified in the policy under "Unused Services" per event for all claimants together, irrespective of the number of bookings. This benefit shall not be paid for any person who is entitled to substitute travel.

203.4

Circumstances in which No Benefits are Provided

No benefits shall be provided for business travel (including training and continuing education). If business activities are com-

bined with a private journey, the agreed benefits shall be provided on a pro rata basis for the private component of the booking. Cancellation costs (e.g. costs of hotel, meals, reservations and transportation) for corporate events organized/assumed by an insured person shall not be covered.

Art. 204 Alternative Travel

204.1

Geographical Scope of Insurance

The insurance is valid worldwide.

204.2

Insured Events

Insurance coverage shall be provided if an insured person falls seriously ill or is seriously injured during a booked journey and an early return journey or repatriation is necessary on medical grounds.

204.3

Our Benefits

We shall pay the cost of the journey or trip booked and paid for prior to departure for the repatriated person, up to the amount specified in the policy.

204.4

Exclusions

If repatriation or the return journey is not organized by the emergency call center, no benefits shall be provided.

No benefits shall be paid for business trips.

Art. 205

Home Care Service

205.1

Geographical Scope of Insurance

The coverage shall apply to emergency situations at your place of residence and your vacation home in Switzerland, the Principality of Liechtenstein, and in the enclaves of Büsingen and Campione.

205.2

Our Services

If an emergency situation arises at your home due to damage caused by fire, natural hazards, theft, water or glass breakage occurring to the building in which you live, we shall arrange for tradesmen to carry out the necessary immediate repairs.

If you are the owner of the building or condominium, we shall also arrange for tradesmen to carry out the necessary immediate

repairs in the event of the failure of the heating, air conditioning, ventilation, plumbing or electrical installations.

No coverage shall be provided if the occurrence of such an event was highly probable.

205.3

Our Benefits

We shall pay the costs of the emergency measures undertaken, up to a maximum of CHF 1,000 per event.

Costs which are the subject of warranty, service or maintenance contracts are excluded.

205.4

Additional Services

We shall arrange a security analysis and prevention advice for your premises.

We shall also arrange house- and home-sitter services in an emergency.

Art. 206

Legal Expenses Insurance

206.1

Insured Benefits

In the event of an insured legal dispute, Orion shall advise the insured person and pay expenses up to the sum insured as specified in the policy for

- The handling of such legal disputes by Orion;
- Any lawyer or counsel to the insured person for court proceedings, or any mediator, engaged in agreement with Orion;
- Expert opinions ordered by the court, Orion or the lawyers appointed by Orion;
- Court costs or other costs of the proceedings borne by the insured person;
- Litigation costs awarded to the other party and imposed on the insured person by the court;
- The collection of any claims due to an insured person under an insured case until such time as a provisional or definitive certificate of shortfall is issued or a notice of bankruptcy has been filed;
- Advances with regard to bail, to avoid being remanded in custody. These are to be refunded to Orion.

In deviation from the sum insured as stated in the policy, the following reduced sums insured shall apply:

- Legal advisory protection: CHF 300
- Legal protection for real estate: CHF 5,000
- Disputes arising from this contract outside Switzerland and the Principality of Liechtenstein: CHF 50,000
- Legal disputes arising outside Europe: CHF 50,000
- Bail: CHF 100,000 (Europe) or CHF 50,000 (countries outside Europe).

Payment of the following shall not be insured:

- Fines
- The costs of blood alcohol and drug analyses ordered by the administrative authorities in traffic-related cases, and medical or psychological examinations
- Compensation
- The costs of proceedings for non-appealable final sentences (tickets, penalty orders, imposition of fines, etc.) and administrative orders (cautions, confiscation of driver's license or compulsory driving instruction) or for non-final decisions pending appeal, if appeals are lodged while the case is considered and such appeals are later withdrawn
- Costs which a third party is required to pay or which are paid by a liable party or liability insurer
- The costs of bankruptcy and probate proceedings, actions to contest the schedule of claims and the separation of assets
- Translation and travel costs.

206.2

Duration

The insurance coverage shall apply to all legal cases occurring during the term of the contract, provided that the need for legal protection also falls within the term of the policy.

206.3

Waiting Period

In the event of disputes under contract law, insurance coverage shall be granted provided the legal case arose after a waiting period of three months following commencement of the insurance.

203.4

Occurrence of a Legal Dispute

A legal dispute shall be deemed to have arisen:

- Under the **law of damages**: at the time the damage is caused.

- **Under social insurance and other insurance law**: on occurrence of the event (e.g. accident, sickness) which gives rise to the claim (e.g. daily benefits, pension) against the insurance provider.
- **Under criminal law**: at the time of the actual or alleged contravention of penal provisions.
- **In all other cases**: at the time of the actual or alleged breach of legal provisions or contractual obligations, or at the latest when it becomes clear to the insured person that legal differences could arise.

Art. 207

Legal Expenses Insurance Abroad

Orion is the insurance provider.

207.1

Geographical Scope of Insurance

The insurance shall apply **abroad**, i.e. worldwide outside Switzerland and the Principality of Liechtenstein.

This provision shall be subject to any regulations to the contrary within the geographical scope of coverage as contained in the description of the insured legal disputes.

207.2

Insured Motor Vehicles

The insurance shall apply to all motor vehicles up to a total weight of 3,500 kg (private vehicles, motorcycles, etc., excluding watercraft and aircraft), as well as to the trailers towed by such vehicles, where the owner, keeper or driver of such vehicles (including rental vehicles) belongs to the group of insured persons.

207.3

Insured Legal Disputes

The insurance shall cover:

- Non-contractual **claims for damages** made by an insured person with regard to damage to property and personal injury (physical injury/death) and financial losses directly resulting from such damages, and claims for damages in line with the Swiss Federal Victim Support Act (OHG/LAVI) and the representation of their legal interests vis-à-vis private or Swiss public-sector insurance institutions in connection with:

- An accident abroad as the driver of an insured motor vehicle or rental car

- An accident abroad as the keeper or owner traveling in the insured motor vehicle

- An accident abroad as a pedestrian, cyclist, moped driver, or passenger in a private or public vehicle traveling by land, water or air, or in a sporting capacity

- An assault, robbery or theft suffered while abroad.

- The filing of **criminal charges** if this is necessary for the enforcement of the claims for damages of an insured person as listed above (excluding offences against a person's honor)

- The representation of the legal interests of an insured person in the event of **criminal or administrative proceedings** instituted against such a person before foreign authorities in connection with a traffic accident or due to failure to comply with traffic regulations while abroad

- The representation of the legal interests of an insured person in proceedings instituted by the Swiss administrative authorities to **confiscate the driver's license** as the result of a breach of traffic regulations abroad

- The representation of the legal interests of an insured person in the event of disputes arising from the following **contracts**:

- The rental of a motor vehicle abroad
- Freight and carriage contracts for the transport of luggage and/or of a motor vehicle abroad
- The repair of a motor vehicle during a journey abroad
- The arrangement of foreign travel or temporary rental of a vacation apartment abroad (irrespective of the place of booking, even if the place of jurisdiction is in Switzerland or the Principality of Liechtenstein).

Art. 208

Motorist's Legal Protection

Orion is the insurance provider.

208.1

Insured Persons

The insurance coverage shall extend to the insured persons in their capacity as

- The owner, keeper or driver of any vehicle

- A pedestrian, cyclist or passenger in any vehicle or means of public transit.

The insurance shall also cover the drivers or passengers of any vehicle registered in the name of an insured person and not used for commercial purposes.

208.2

Geographical Scope of Insurance

The insurance shall apply to legal disputes arising in Switzerland and the Principality of Liechtenstein, insofar as either of these countries is the applicable place of jurisdiction for the representation of the legal interests of the insured person.

Subject to a special agreement to this effect, the insurance coverage may be extended to Europe and the countries bordering on the Mediterranean Sea.

This provision is subject to any regulations to the contrary within the geographical scope of coverage as contained in the description of the insured legal disputes.

208.3

Insured Legal Disputes

- **Civil damages law:** Non-contractual claims for damages with regard to damage to property or personal injury (physical injury/death) as well as financial losses directly resulting from such damages
- **Victim Support Act:** Claims for damages in line with the Swiss Federal Victim Support Act (OHG)
- The filing of **criminal charges** if this is necessary for the enforcement of the claims for damages listed above (under "Civil damages law") by an insured person (excluding offences against a person's honor)
- **Defense:** In the event of criminal or administrative proceedings instituted against the insured person in connection with a traffic accident or failure to comply with traffic regulations
- **Confiscation of driver's license and vehicle taxation:** Proceedings instituted by the Swiss administrative authorities to confiscate the driver's license or vehicle registration documents, or in relation to cantonal taxation of vehicles
- **Property law:** Disputes under the laws of ownership, possession or other property rights in relation to a vehicle

- **Social insurance law:** Disputes under social insurance law with insurance companies, pension plans or health insurers
- **Other insurance law:** Disputes with private insurance companies
- **Vehicle contract law:** Claims asserted or rebutted under the following types of contract governed by the Swiss Code of Obligations: purchase, rental, loan, leasing, deposit, repairs.

Art. 209

"Numero" Motorist's Legal Protection

209.1

Insured Vehicle

The insurance shall cover the vehicle legally equipped with the license plates designated in the policy.

If the insured motor vehicle is off the road or if it is being serviced in a workshop, the insurance shall automatically extend to any replacement vehicle used in its stead.

If the license plates specified in the policy are temporarily deposited with the relevant authority, you shall automatically be insured as the driver of any motor vehicle until the license plates are redeemed. During the time that the license plates are deposited, the premium shall remain unchanged and shall not be refunded.

209.2

Geographical Scope of Insurance

The insurance shall apply to legal disputes arising in Europe and the countries bordering on the Mediterranean Sea, insofar as any of these countries is the applicable place of jurisdiction for the representation of the legal interests of the insured person.

This provision is subject to any regulations to the contrary within the geographical scope of coverage as contained in the description of the insured legal disputes.

209.3

Insured Legal Disputes

- **Civil damages law:** Non-contractual claims for damages with regard to damage to property or personal injury (physical injury/death) as well as financial losses directly resulting from such damages
- **Victim Support Act:** Claims for damages in line with the Swiss Federal Victim Support Act (OHG)

- The filing of **criminal charges** if this is necessary for the enforcement of the claims for damages listed above (under "Civil damages law") by an insured person (excluding offences against a person's honor)

- **Defense:** In the event of criminal or administrative proceedings instituted against the insured person in connection with a traffic accident or failure to comply with traffic regulations

- **Confiscation of Driver's License and Vehicle Taxation:** Proceedings instituted by the Swiss administrative authorities to confiscate the driver's license or vehicle registration documents, or in relation to cantonal taxation of vehicles

- **Social insurance law:** Disputes under social insurance law with insurance companies, pension plans or health insurers

- **Other insurance law:** Disputes with private insurance companies.

Art. 210

Personal Legal Protection

Orion is the insurance provider.

210.1

Geographical Scope of Insurance

The insurance shall apply to legal disputes arising in Switzerland and the Principality of Liechtenstein, insofar as either of these countries is the applicable place of jurisdiction for the representation of the legal interests of the insured person.

Subject to a special agreement to this effect, the insurance coverage may be extended to Europe and the countries bordering on the Mediterranean Sea.

This provision is subject to any regulations to the contrary within the geographical scope of coverage as contained in the description of the insured legal disputes.

210.2

Insured Legal Disputes

- **Civil damages law:** Non-contractual claims for damages with regard to damage to property or personal injury (physical injury/death) as well as financial losses directly resulting from such damages
- **Victim Support Act:** Claims for damages in line with the Swiss Federal Victim Support Act (OHG)

- The filing of **criminal charges** if this is necessary for the enforcement of the claims for damages listed above (under “Civil damages law”) by an insured person (excluding offences against a person’s honor)
- **Defense:** safeguarding of the insured person’s rights in the event of criminal or administrative proceedings against them on the grounds of alleged negligent breach of legal provisions
- **Property law:** Disputes under the laws of ownership or possession of a vehicle or other rights in relation to movable property
- **Social insurance law:** Disputes under social insurance law with insurance companies, pension plans or health insurers in Switzerland
- **Other insurance law:** Disputes with private insurance companies
- **Labor law:** Disputes as an employee under a private or public-law employment contract, provided the insured person is not also a member of their employer’s executive management or board of directors and the litigation value does not exceed CHF 100,000. If the litigation value exceeds this amount, costs shall only be borne up to the insured litigation value. The applicable litigation value shall be determined on the basis of the entire claim (including counterclaims) and not on the basis of any partial actions.
- **Tenancy law:** Safeguarding the insured person’s rights as a tenant vis-à-vis the landlord of their apartment or house in the event of disputes under the rental agreement in connection with a property in Switzerland or the Principality of Liechtenstein which is rented for the insured person’s own use and not for commercial purposes, and in the event of disputes where the insured person is a party to a rental contract with regard to movable property
- **Medical law & patients’ rights:** Disputes as a patient with physicians, hospitals and other medical institutions
- **Other contract law:** Disputes under the following contracts:
 - Purchase contracts (including e-commerce) relating to movable property
 - Exchange and gift agreements relating to movable property
 - Loan, deposit and freight agreements
 - Agency agreements, provided these are not in connection with a construction project requiring a permit

- Work contracts, provided these are not in connection with a construction project requiring a permit
- Loans (excluding lending against the security/pledge of properties or real estate)

- **Legal protection for real estate:** The legal protection provided by Orion in connection with real estate shall be limited to disputes relating to the property in which you reside at your official place of residence in Switzerland or the Principality of Liechtenstein, with regard to the following areas of the law:
 - **Civil disputes under neighborhood law** with your immediate neighbors in relation to the impairment of the view, the maintenance and boundary spacing of trees and hedges, and pollution (noise, smoke, fumes)
 - **Planning permission disputes** relating to proposed construction projects by your immediate neighbors
 - **Disputes under work contracts**, provided such contracts are not in connection with the purchase of a property or with new-build or renovation projects requiring a permit (even if only part of such a project requires a permit) and in connection with preparatory work for such projects
 - Disputes with **insurance companies**
 - Disputes under active and passive **easements**, covenants, boundary disputes and **non-contractual claims for property damages** which relate to the insured property
 - **Legal advisory protection:** Orion shall provide legal advisory protection covering matters relating to personal, family and inheritance law (excluding marital and divorce law). This shall be limited to a single consultation per case and per year, which must be governed by Swiss law. Instead of providing its own advisory service, Orion may bear the costs of advice provided by a lawyer or notary, up to a maximum of CHF 300.

Art. 211 Further Provisions for All Types of Legal Protection Insurance

211.1 Minimum Litigation Value

If a minimum litigation value has been agreed, legal protection (except legal advisory protection) shall only be provided for disputes where the litigation value exceeds the amount specified in the policy.

Art. 212 Exclusions

All exclusions shall automatically take precedence over the provisions relating to insured legal disputes.

212.1 Exclusions Applicable to All Types of Legal Protection Insurance

No benefits shall be provided for legal disputes in connection with:

- Areas of the law or capacities of the insured person which are not specified
- Claims and liabilities which have devolved to the insured person by virtue of inheritance law or due to the assignment/assumption of debt
- The rebuttal of non-contractual claims for damages made by third parties
- The representation of the legal interests of the insured person against another person insured under this contract (this exclusion shall not apply to you yourself);
- Involvement in brawls or fights, or in connection with strikes or lockouts
- The representation of the legal interests of the insured person against Orion, its officers, or persons charged with representing the interests of the insured person
- Allegations of exceeding the indicated speed limit by 30 km/hr or more, driving while incapable due to alcohol (0.8 milligrams and above), medication or drugs, and refusal to submit to a blood test
- Allegations of repeatedly driving while under the influence of alcohol, even with a blood alcohol level of less than 0.8 milligrams
- The buying or selling of vehicles if the insured person carries out such transactions on a commercial basis, or as the owner or keeper of vehicles which are used for commercial purposes such as taxis, buses, trucks, driving school vehicles, etc.
- Offences where, at the time the legal case arose, the driver did not hold a valid driver’s license or was not authorized to drive the vehicle, or was driving a vehicle which did not have valid license plates (coverage shall apply, however, in cases in which the insured person was not or could not have been aware of this)

- Allegations of a breach of the traffic regulations for stationary traffic (no stopping or parking, etc.).

212.2

Additional Exclusions under Legal Expenses Insurance Abroad

No benefits shall be provided in connection with:

- Events that occurred prior to conclusion of the insurance policy or booking the journey or vacation, or whose occurrence could reasonably have been foreseen by the insured person.

212.3

Additional Exclusions under Motorist's Legal Protection Insurance (Motorist's Legal Protection and "Numero" Motorist's Legal Protection)

No benefits shall be provided in connection with:

- Proceedings for the purpose of converting a foreign driver's license to a Swiss driver's license, or for regaining a license which has been legally confiscated
- The representation of the legal interests of the insured person as the owner, keeper or pilot of an aircraft, or in the event of contractual disputes in connection with watercraft.

212.4

Additional Exclusions under Personal Legal Protection Insurance

No benefits shall be provided in connection with:

- Disputes resulting from gaming or betting, from timeshare contracts, from the buying or selling of securities or stakes in companies, from asset management or stock exchange transactions, from speculative dealings or futures trading or other financial or investment transactions, or from any disputes with brokers or agents in connection with such transactions
- The representation of the legal interests of the insured person as the owner, proprietor, keeper, tenant, lessee, buyer or vendor of motor vehicles (with the exception of motorcycles), aircraft or watercraft which are subject to registration requirements
- Cases under company, association or foundation law (including disputes between common-law or cohabiting partners and claims for breach of fiduciary duty against corporate bodies) or dis-

putes between condominium owners or within condominium owners' associations

- Cases under laws governing foreigners, taxation and duties, or under the law on intellectual property (patents, copyright, etc), competition and cartel law
- Contractual or other disputes in connection with any (even partial) self-employment or preparations for such employment
- Disputes in connection with sporting, coaching or training activities for which payment is received
- Cases under the law on debt enforcement and bankruptcy (though collection procedures arising from insured cases shall be covered).

Art. 213 Reduction of Benefits

Orion expressly waives its legal right to reduce the applicable benefits on the grounds of the insured event having been caused through gross negligence.

Art. 214 Settlement of Legal Disputes

- **Basic principles:** Orion shall determine the procedure to be adopted on behalf of the insured person. It shall conduct negotiations on an out-of-court settlement and recommend mediation in appropriate cases. It shall also decide on the engagement of a lawyer or mediator.
- **Records:** All records in connection with the case, such as fines imposed, summonses, judgments, correspondence, etc. must be forwarded to Orion without delay. If the insured person fails to supply the relevant records despite being requested to do so, an appropriate deadline shall be set and the insured person shall be advised that the insurance entitlement will lapse if the records are not submitted in full before the deadline.
- **Choice of Legal Representation:** The insured person shall have a free choice of lawyer, where a legal representative needs to be engaged for court or administrative proceedings, and in the event of any conflict of interests. If the insured person subsequently revokes the mandate, he or she shall bear any extra costs arising therefrom. Orion reserves the right to reject a lawyer proposed by the insured person. The insured person may then propose three lawyers from

different law firms in the relevant jurisdiction, from which Orion shall select the lawyer to be appointed. No reason need be given for rejecting a particular lawyer.

- **Information and Power of Attorney:**

The insured person undertakes to provide Orion and any appointed lawyer with the necessary information and to grant the power of attorney. The insured person authorizes the appointed lawyer to keep Orion informed of the progress of the case and, in particular, to make available the documents necessary to assess the likely outcome of the proceedings.

- **Settlements:** Settlements containing indemnities to be paid by Orion may only be concluded by the insured persons with Orion's consent.

- **Court and Legal Expenses:** All court or legal expenses, including lawyers' expenses prior to any court proceedings, which are awarded to the insured person (judicially or out of court) shall pass to Orion up to the value of whatever payments it has made.

- **Differences of Opinion:** In the event of differences of opinion with regard to the proceedings in an insured legal dispute or the likelihood of success in the case in question, Orion shall immediately communicate its legal viewpoint in writing and shall simultaneously draw the insured person's attention to his/her right to initiate arbitration proceedings within 20 days. If the insured person does not request arbitration proceedings within this period, he/she shall be deemed to have waived this right. From the receipt of this notification, the insured person must take all necessary measures to represent his/her own interests. Orion is not liable for the consequences of inadequate representation of interests, and missed deadlines in particular. 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 does not advance their share of the costs, this shall be considered as acceptance of the legal viewpoint of the other party.

The parties shall jointly appoint a sole arbitrator. Pursuant to Art. 24 Para.1 of the Concordat on Arbitration, the proceedings shall be restricted to a single exchange of briefs with applications detailing reasons and stating the evidence upon which the parties have based their arguments; the arbitrator shall then make his/her decision on the basis of this infor-

mation. In all other respects, the provisions of the above-mentioned Concordat shall apply.

Irrespective of the initiation of arbitration proceedings, the insured person may take any steps that he/she deems appropriate at his/her own expense. If the result achieved on the principal issue is more favorable than that predicted by Orion or the result of the arbitration proceedings, Orion shall reimburse the insured person for all costs of the proceedings in accordance with these Conditions of Insurance as if it had agreed to the proceedings in question.

Art. 300 Claims

If you are in need of urgent assistance or in the event of a claim, you should contact our emergency call center immediately.

Zurich Connect shall assume responsibility for arranging the applicable benefits due, which shall be provided by the relevant provider, as listed under the individual benefits.

In the event of illness or accident, the attending physician shall be released from his/her duty of confidentiality vis-à-vis the provider.

The insured person agrees to undergo an examination by the physicians appointed by the provider.

Art. 301 Indemnity Limit of CHF 300

For measures which are not arranged, ordered or performed by the emergency call center or the service provider, benefits shall be limited to CHF 300. However, this limit shall not apply to cancellation costs, immediate medical assistance at the location, or transportation to the nearest hospital.

Art. 302 Deductibles

The agreed deductibles are listed in the policy.

First of all, the indemnifiable loss is calculated. The deductible is then subtracted from this. Only then is any indemnity limit applied.

Art. 303 Repayment of Advances on Costs

Advances on costs shall be refunded within 30 days of returning to the place of residence, or no later than 60 days after payment.

Art. 304 Claims Against Third Parties

If one of the service providers named above pays benefits for which you or an insured person could have claimed against a third party, the claimants shall be required to cede these to one of the aforementioned service providers.

Art. 305 Claims Against other Insurers

If an insured person is entitled to benefits under other insurance contracts, coverage under this insurance shall be deemed subsidiary.

Within the scope of this insurance, however, an advance shall be granted on these benefits. The claimant shall then be required to cede his/her claims to one of the service providers named above in the amount of the advance granted.

No benefits shall be provided under the current contract for deductibles due under other insurance policies.

Art. 400 Basis of the Contract

Art. 401 Commencement and Duration of Insurance

The date of commencement of the insurance is specified in the policy.

You may cancel the contract within 10 days of receiving the policy. Any coverage shall lapse on receipt of your registered letter to this effect. Any partial premium due up to this point shall still be owed.

The term of the contract is specified in the policy.

The contract shall automatically be **renewed** for a further year, provided that neither you nor we have cancelled the contract in writing three months before the expiry date. Contracts with a term of less than one year shall expire at the end of the contract.

If you **move abroad**, the contract shall cease at the end of the year of insurance. We can also cancel the contract at an earlier date if you wish, normally on the day we receive your request to this effect.

The insurance shall cover all events occurring during the term of the contract (subject to the special provisions for legal protection insurance).

Art. 402 Payment of Premiums

In the absence of any arrangements to the contrary, premiums shall be due for payment within 20 days of commencement of the period of insurance.

Any balances of less than CHF 10 with regard to premium invoices shall not be requested for payment or reimbursed.

The fee for the payment of premiums by installments does not form part of the basic premium. Thus, Art. 404 of the General Conditions of Insurance below does not apply to any change in this fee. Zurich is entitled to adjust this fee at any time. You will then have the right to change your method of payment. To be deemed valid, notification to this effect must be received by Zurich no later than the date on which the corresponding premium is due.

Art. 403 Refund of Premiums

If the contract is terminated, unused premiums for the current period of insurance shall be refunded except in the following cases:

- In the event that the contract is cancelled due to the fact that the risk no longer exists (total loss)
- If the contract is cancelled in the event of partial loss within one year of the contract being concluded.

Art. 404 Amendment of the Contract

The premiums are based on the tariff calculation components specified in your policy. If one of these components change, you must notify us of this fact immediately. We have the right to amend the contract with effect from the following year of insurance.

If the premiums increase or the deductible regulations change, we shall be entitled to request the amendment of the contract from the following year of insurance. However, we shall notify you in writing of the new contractual provisions no later than 25 days before the end of the year of insurance. You may then cancel either the part of the contract affected by the change or the entire contract as of the end of the current year of insurance. This notice of cancellation must be sent to us no later than the last day of the current year of insurance. In this context, the date of the postmark shall apply. If you exercise this right, the contract shall lapse to the extent that

you have specified – in full or in part – at the end of the year of insurance. If you fail to give notice of cancellation, you shall be deemed to have accepted the changes to the contract.

Art. 405 Exclusions

No benefits shall be paid for consequences in connection with the following:

- Warlike events, violations of neutrality, revolution, rebellion, insurrection, civil commotion (acts of violence against persons or property as a result of riotous assembly, riots or disturbances) and the corresponding countermeasures, as well as earthquakes, volcanic eruptions or changes in the atomic nuclear structure
- Changes to or cancellation of the itinerary or schedule of a booked trip by the provider (tour operator, landlord, etc.) due to strikes, unrest of any kind, natural disasters or epidemics.

Exceptions:

- Provided you or an insured person can prove that the damages are unrelated to the above events, the agreed benefits shall be paid.
- If you or an insured person are caught unawares by such an event while abroad, then coverage shall be provided for damages sustained during the 14 days following the initial occurrence of the event in question.
- Participation in races, rallies or similar competitive events or training sessions with motor vehicles, motorized sleds or motorboats on closed-off stretches of land or water.

Additional exclusions are listed as applicable under each individual type of benefit.

Art. 406 Breach of Obligations

If an insured person breaches the obligations incumbent upon him under this contract, the obligation to provide said person with the relevant insurance benefits shall lapse. This penalty clause shall not apply if, in the circumstances, the breach is deemed not to have been the fault of those concerned.

If a premium payment is missed as a result of inability to pay on the part of the premium payer, this shall not be covered by the above clause.

Art. 407 Brokerage Commission

If a third party such as a broker represents the interests of the policyholder with regard to the conclusion or management of this insurance contract, Zurich may pay said third party a fee for their activities on the basis of a separate agreement. For further information on this, the policyholder should contact the third party directly.

Art. 408 Notification Arrangements

All correspondence notifying us of information pertinent to this contract should be sent to our address as specified in the policy.

Art. 409 Place of Jurisdiction

The claimant may elect any one of the following as the place of jurisdiction for disputes arising out of this contract in Switzerland:

- Zurich and Basel
- The location of the Zurich office directly concerned with this contract
- The place of domicile or head office of the policyholder or claimant in Switzerland or the Principality of Liechtenstein, but not in any other foreign country.

Art. 410 Applicable Law

In addition to these provisions the Swiss Federal Law on Insurance Contracts (VVG) of April 2, 1908 shall also apply.

Policies in the Principality of Liechtenstein shall also be governed by the provisions of the Liechtenstein law of May 16, 2001 (VersVG).

