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## General Insurance Conditions (AVB) Helsana Advocare EXTRA

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Translation: Only the original German text is binding.

### General provisions

#### 1 Introduction

Helsana Advocare EXTRA is intended to supplement your healthcare legal protection and foreign legal protection insurance. The sum insured under the three insurances

- Healthcare legal protection insurance,
- Foreign legal protection insurance and
- Helsana Advocare EXTRA

is a maximum of CHF 1,000,000.

If in a particular case claims can be made under both Helsana Advocare EXTRA and the healthcare and foreign legal protection insurance, the benefits restrictions that are more favourable to the insured person shall apply.

#### 2 Insurance company

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

#### 3 Insured person

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

#### 4 Basis of contract

Helsana Advocare EXTRA is governed by the wording of the policy, these General Insurance Conditions, the Swiss Federal Insurance Contracts Act, the Insurance Supervision Act and the Supervision Ordinance.

## Scope of insurance

### 5 Insured benefits

HERAG shall pay the following benefits in the cases listed below (this list is considered to be exhaustive):

- defence of the insured person's legal interests by HERAG's legal service
- payment of up to a maximum of CHF 1,000,000 provided there is no other benefits restriction
  - the cost of retained legal counsel
  - the cost of instructed experts
  - the cost of hiring a mediator
- court costs or other costs of the proceedings borne by the insured
- indemnifications awarded to the counterparty
- bail to avoid pretrial custody. This shall only be paid by way of an advance and must be reimbursed to HERAG.
- payment of up to a maximum of CHF 10,000
  - costs for the court ordered appearance before a foreign court
  - translation costs

#### The following are not insured:

- fines and monetary penalties
- compensation for damages
- costs which a liable third party is obliged to assume
- costs of certification and entry in a public register

Legal costs and compensation awarded to the insured person by a court must be reimbursed to HERAG in the amount of the benefits provided.

### 6 Temporal scope of cover and waiting period

The temporal scope of the insurance cover depends on the date of the insured event.

Legal protection is only provided if the insured event occurs after the beginning of the insurance contract or the expiry of the waiting period. The waiting period begins once-only at the conclusion of the insurance contract. The definitions of insured events and waiting period are set out in the tables in sections 11 and 13.

### 7 Geographical scope

Worldwide.

There is a cap of CHF 100,000 for legal disputes which do not lie in the jurisdiction of a European Court and are not governed by the law of a European State, provided there is no other benefits restriction.

### 8 General exclusions

No legal protection shall be provided in the following cases:

- between insured persons living in the same household (with exception of section 13 p))
- between an insured person and HERAG or its executive bodies or representatives;
- between an insured person and lawyers and experts retained in an insured legal protection case
- in connection with a crime committed with intent and for legal expenses cases caused intentionally
- in connection with armed conflict or civil unrest;
- in connection with the collection of debts and in cases relating to debts that have been transferred.

## Traffic legal protection insurance

### 9 Insured persons and characteristics

- The insured person as defined in section 3 as:
  - owner or holder of an insured vehicle
  - driver of a motor vehicle, watercraft or aircraft,
    - pedestrian, cyclist, moped driver or
    - passenger in any form of transport
- Drivers and passengers of insured vehicle

### 10 Insured vehicles

- Motor vehicles registered in the name of the insured person (including any replacement vehicle)
- Watercraft registered in the name of the insured person
- Aircraft registered in the name of the insured person
- Motor vehicles, watercraft and aircraft hired by the insured person.

## 11 Insured legal protection cases and characteristics

	Waiting period	Insured event (as in section 6)	Restrictions	Special features
a) Claims against other parties or their liability insurance for non-contractual damages	None	Date on which the damages were caused	CHF 1 mio., outside Europe CHF 100,000	Not insured: defence of compensation claims and claims for financial losses only (without any associated personal injuries or property damage)
b) Criminal proceedings against an insured person	None	Date of the breach of the law	CHF 1 mio., outside Europe CHF 100,000	If the insured person is accused of a pre-mediated offence, the costs will only be covered after an acquittal or a termination of the proceedings. No costs will be covered if the acquittal or the suspension is in connection with a settlement or compensation to the prosecutor or to other persons.
c) Administrative proceedings	None	Date of the breach of the law	CHF 1 mio., outside Europe CHF 100,000	Not insured: cases relating to the restoration of a driving licence
d) Legal disputes with a general or health insurer or a pension fund	3 months	Date of the insured event giving rise to the insurance claim on the general or health insurer or pension fund; otherwise the date of the notification giving rise to the dispute.	CHF 1 mio., outside Europe CHF 100,000	
e) Legal disputes arising from all other contracts, provided the case is not insured or excluded elsewhere	3 months	Date of the event giving rise to the dispute	CHF 1 mio., outside Europe CHF 100,000	Not insured are: disputes arising from contracts which the insured concluded for commercial reasons
f) Legal advice in all other legal disputes (legal advice cover)	None		CHF 1,000	Entitlement once every calendar year

## 12 Special legal protection cases

In the following special legal protection cases, only the legal advice cover as defined by section 11 f) applies:

- all legal protection cases and characteristics that are not expressly listed
- cases relating to participation in sporting competitions or races including training
- cases relating to insured vehicles used for private hire or for driving schools

## Private legal protection insurance (including internet legal expensive cover)

### 13 Insured legal protection cases and characteristics

	Waiting period	Insured event (as in section 6)	Restrictions	Special features
a) Claims against other parties or their liability insurance for non-contractual damages	None	Date on which the damages were caused	CHF 1 mio., outside Europe CHF 100,000	Not insured: defence of compensation claims and claims for financial losses only (without any associated personal injuries or property damage)
b) Criminal proceedings against an insured person	None	Date of the breach of the law	CHF 1 mio., outside Europe CHF 100,000	If the insured person is accused of a pre-mediated offence, the costs will only be covered after an acquittal or a termination of the proceedings. No costs will be covered if the acquittal or the suspension is in connection with a settlement or compensation to the prosecutor or to other persons.
c) Legal disputes with a general or health insurer or a pension fund	3 months	Date of the insured event giving rise to the insurance claim on the general or health insurer or pension fund; otherwise the date of the notification giving rise to the dispute	CHF 1 mio., outside Europe CHF 100,000	
d) Legal disputes with a landlord as a tenant	3 months	Date of the event giving rise to the dispute	CHF 1 mio., outside Europe CHF 100,000	
e) Legal disputes with a tenant as landlord	3 months	Date of the event giving rise to the dispute	CHF 10,000	The legal advice cover as defined by section 13 p) applies for cases relating to properties lived in by the insured person containing more than three apartments resp. three business units, or properties not lived in by the insured person, as well as holiday homes that are let for more than two months during the year.
f) Legal disputes with an employer as an employee or civil servant	3 months	Date of the event giving rise to the dispute	CHF 1 mio., outside Europe CHF 100,000	If the sum in dispute exceeds CHF 100,000 the insured person must share the cost of 10% of the legal costs.
g) Legal disputes arising from all other contracts, provided the case is not insured or excluded elsewhere	3 months	Date of the event giving rise to the dispute	CHF 1 mio., outside Europe CHF 100,000; apart from CHF 10,000 for cases relating to the construction, conversion and demolition of properties insofar as an official permit is required.	For contracts concluded via the internet: If the legal support was not successful after 180 days since notification, an indemnification up to CHF 1,000 will be paid to the insured person in the cases of delivery failure, wrong delivery or fraud. A maximum of two cases every calendar year are insured.
h) Legal disputes as victim of credit card abuse	None	Date of the event giving rise to the dispute	CHF 50,000	
i) Legal disputes as victim of Phishing or Hacking attacks	None	Date of the event giving rise to the dispute	CHF 50,000	If the legal support was not successful after 180 days since notification, an indemnification up to CHF 1,000 will be paid to the insured person who suffered costs arising from unauthorised purchase or sale by a third party from the personal account resulting in the diminution of the balance on that account (pecuniary loss). A maximum of

	Waiting period	Insured event (as in section 6)	Restrictions	Special features
				two cases every calendar year are insured.
j) Legal disputes regarding Cyber Bullying against an insured person	None	Date of the breach of the law	CHF 50,000	In addition the costs for a specialised service provider for deleting data which infringes personality rights are covered up to CHF 1,000. A maximum of two cases every calendar year are insured.
k) legal disputes in regarding threats against, coercion and blackmailing of an insured person	None	Date of the breach of the law	CHF 50,000	In addition the costs for a specialised service provider for deleting data which infringes personality rights are covered up to CHF 1,000. A maximum of two cases every calendar year are insured.
l) Legal disputes regarding copyright and trademark law (active and passive)	None	Date of the event giving rise to the dispute	CHF 50,000 If regarding passive copyright law (insured person infringes copyright law) there is a limit of CHF 1,000	There is no coverage in cases of Domain Name Warehousing (insured person registers a domain name which has identical well-known criteria with the intent to hold or "warehouse" these names and therefore making it impossible for the previous registrar to use the name).
m) Civil law disputes with immediate neighbours due to disturbances and boundary issues	3 months	Date of the event giving rise to the dispute	CHF 10,000	Only legal disputes relating to properties lived in by the insured person containing a maximum of three apartments resp. three business units, as well as holiday apartments which are let for less than 2 months per year, are insured.
n) Civil law disputes arising from property ownership, restricted rights or possession	3 months	Date of the event giving rise to the dispute	CHF 10,000	Only legal disputes relating to properties lived in by the insured person containing a maximum of three apartments resp. three business units, as well as holiday apartments which are let for less than 2 months per year, are insured.
o) Public building and planning law	3 months	Date of building application	CHF 10,000	
p) Legal advice in all other legal disputes (legal advice cover)	None		CHF 1,000	Entitlement once every calendar year

## 14 Special legal protection cases

In the following special legal protection cases, only the legal advice cover as defined by section 13 p) applies:

- all legal protection cases and characteristics that are not explicitly listed
- cases relating to commercial activities
- cases relating to properties lived in by the insured person containing more than three apartments, or properties not lived in by the insured person, as well as holiday homes that are let for more than two months during the year
- cases relating to the purchase, sale and pledging of property and the dissolution of joint ownership of property
- cases relating to an insured person's function as an executive body, legal representative, shareholder or partner of legal entities or partnerships
- cases relating to tax law, canon law and eminent domain

- cases relating to the law of debt recovery and bankruptcy over the assets of an insured person
- cases relating to securities, financial and investment transactions, guarantees and betting and gaming
- cases relating to the rights of individuals, family law and inheritance law as well as cases in connection with concubinage

## 15 Payments to victims of violent crime

Special accident insurance exists for victims of violent crime. The following benefits are payable for accidents suffered by an insured person as a result of a violent crime:

- death: CHF 150,000
- total disability: CHF 300,000 and a lifelong pension for persons over 65 years of age calculated on the basis of a special pension table
- treatment costs: unlimited for 5 years
- damage to possessions: up to CHF 5,000 per case for damage to items which an insured

person carries with them or on them, provided the damage was caused by an insured event.

These payments are made by Helsana Accidents Ltd under the general insurance conditions (AVB) for the Insurance of Victims of Crimes and Offences which can be accessed on the Helsana homepage or a copy may be requested from Customer Service.

provisions of the Swiss Code of Civil Procedure (ZPO) on arbitration.

If an insured person waives their benefits and initiates proceedings at their own expense the contractually insured benefits will still be paid if the outcome of the proceedings on the principal claim is more favourable than had been assumed by the insurer.

## Claims

### 16 Reporting a legal protection case

The insured person must immediately report the occurrence of a case necessitating legal protection either by calling the emergency number given on the insurance card or in writing.

The insured person must assist HERAG in processing the legal protection case, provide the required authorizations and information, and forward any reports they receive, particularly from the authorities, without delay.

If these duties are breached culpably, HERAG is entitled to reduce its benefit payments by the amount of the additional costs arising from the breach. In the case of fundamental breach benefits can be refused. This will not be applied if the insured person can prove that the breach had no influence on the processing of the legal protection case.

### 17 Procedure for handling a legal protection case

After consulting with the insured person, HERAG will take the steps necessary to represent the legal interests of the insured person.

If the services of a lawyer are required, in particular in connection with court and administrative proceedings, or in cases of conflict of interests, the insured person is free to choose a lawyer. Before retaining the lawyer, HERAG's agreement and approval of the costs must be obtained. If the insured person does not comply with this provision, HERAG is entitled to reduce its benefits (see section 16).

If there are no plausible reasons for changing lawyers, the insured person will pay the costs incurred by the change.

HERAG retains the right to fully or partly indemnify the insured person instead of providing the services under section 5.

### 18 Procedure in case of differences of opinion

If there are differences of opinion on how to proceed, in particular in cases deemed to be futile, the insured person can request that the case be decided by an arbitration tribunal. The arbitrator is chosen by both parties. Proceedings shall be conducted in accordance with the

## Miscellaneous

### 19 Termination of insurance

Helsana Advocare EXTRA can be terminated by giving 3 months' notice to the end of a calendar year. The termination shall be deemed valid if it is received, in writing and signed, by Helsana or HERAG at the latest on the last business day before commencement of the three-month notice period.

If the supplementary insurance policies TOP, COMPLETA or OMNIA end, Helsana Advocare EXTRA automatically ends on the same date.

### 20 Notifications

Notifications relating to a legal case should be sent to HERAG and all other notifications to Helsana.

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

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

### 21 Place of jurisdiction

At the parties' choice, the courts either at the Swiss place of residence of the insured person or at the legal seat of HERAG (for legal protection cases) or the legal seat of Helsana (for other cases) shall have jurisdiction over actions relating to the insurance contract.

### 22 Data protection

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

HERAG (Helsana Rechtsschutz AG, Entfelderstrasse 2, 5001 Aarau, Switzerland) is

the company responsible for processing personal data in connection with the settlement of claims.

- 22.2 Helsana, the other companies in the Helsana Group and HERAG use the personal information of insured persons for the purposes of executing the contracts and in order to provide personalised insurance consultation and support, but also in order to continually improve the quality of products and services they offer to current, former and potential insured persons.

The data is evaluated using mathematical and statistical methods to form needs-based customer groups in order to address the varying individual needs of insured persons as accurately as possible, and to offer products and services from Helsana, the other companies in the Helsana Group or HERAG which are cost-effective or could be of interest to current, former or potential insured persons.

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

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

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

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

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

The responsible companies store the personal data in line with the applicable legal obligations. They also store the relevant personal data beyond the statutory retention periods if this is necessary for asserting and defending the legal claims of one of the two responsible companies. The duration of the retention is based on, among other things, the statutory retention period or the duration for which claims may be asserted against HERAG or Helsana. Data that is no longer needed is erased or anonymised as stipulated by law.

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