

Edition 1 January 2016

## General Insurance Conditions (AVB) Helsana Advocare EXTRA

---

### Contents

#### General provisions

- 1 Introduction
- 2 Insurer
- 3 Insured person
- 4 Basis of contract

#### Scope of insurance

- 5 Insured benefits
- 6 Temporal scope of cover and waiting period
- 7 Geographical scope
- 8 General exclusions

#### Traffic legal protection insurance

- 9 Insured persons and characteristics
- 10 Insured vehicles
- 11 Insured legal protection cases and characteristics
- 12 Special legal protection cases

#### Private legal protection insurance

- 13 Insured legal protection cases and characteristics
- 14 Special legal protection cases
- 15 Payments to victims of violent crime

#### Internet legal protection insurance

- 16 Insured legal protection cases and characteristics

#### Claims

- 17 Reporting a legal protection case
- 18 Procedure for handling a legal protection case
- 19 Procedure in case of differences of opinion

#### Miscellaneous

- 20 Termination of insurance
  - 21 Notifications
  - 22 Place of jurisdiction
  - 23 Data protection
- 

Translation: Only the original German text approved by the Swiss Supervisory Authority 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 Insurer

Helsana Supplementary Insurances Ltd, hereafter “Helsana”, has concluded a co-operation agreement with its partner company

Helsana Rechtsschutz AG  
Entfelderstrasse 2  
5001 Aarau

for the benefits insured under the policy. The insurer is the aforementioned Helsana Rechtsschutz AG, hereafter “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 paid:

- fines
- 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 ceded to HERAG.

### 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, 13 and 16.

### 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 13k)
- 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**

	<b>Waiting period</b>	<b>Insured event (as in section 6)</b>	<b>Restrictions</b>	<b>Special features</b>
a) Claims for non-contractual damages from the other party or their liability insurance	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)	In the event of an official investigation on suspicion of a crime committed with intent, costs are only covered after an acquittal or a closure of the case that is equivalent to acquittal
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**

**13 Insured legal protection cases and characteristics**

	<b>Waiting period</b>	<b>Insured event (as in section 6)</b>	<b>Restrictions</b>	<b>Special features</b>
a) Claims for non-contractual damages from the other party or their liability insurance	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)	In the event of an official investigation on suspicion of a crime, costs are only covered after an acquittal or a closure of the case that is equivalent to acquittal.
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 k) 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.	
h) 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.



	<b>Waiting period</b>	<b>Insured event</b> (as in section 6)	<b>Restrictions</b>	<b>Special features</b>
i) 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.
j) Public building and planning law	3 months	Date of building application	CHF 10,000	
k) 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 k) 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 relevant insurance conditions. These will be provided to insured persons upon request.



### Internet legal protection insurance

The following legal disputes are insured provided that they arise in connection with the private usage of the internet and that they concern the interests of the insured person.

#### 16 Insured legal protection cases and characteristics

	Waiting period	Insured event (as in section 6)	Restrictions	Special features
a) Legal disputes arising from contracts which are concluded via the internet	3 months	Date of the event giving rise to the dispute	CHF 1 Mio (outside Europe CHF 100,000); CHF 1,000 for cases relating to the purchase, sale, pledging and letting of property	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.
b) Legal disputes as victim of credit card abuse	None	Date of the event giving rise to the dispute	CHF 50,000	
c) Legal disputes as victim of Phising 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 two cases every calendar year are insured.
d) 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.
e) 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.
f) 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).



## Claims

### 17 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.

### 18 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.

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.

### 19 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 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.

## Miscellaneous

### 20 Termination of insurance

Helsana Advocare EXTRA can be terminated by giving 3 months' notice to the end of a calendar year.

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

### 21 Notifications

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

### 22 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.

### 23 Data protection

23.1 Helsana Supplementary Insurances Ltd, the other companies in the Helsana Group and Helsana Rechtsschutz AG use the personal information of insured persons for the purposes of executing the contracts and in order to provide personalised patient advice and care, 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 the cooperation partner, Helsana Supplementary Insurances Ltd, the companies in the Helsana Group and partner companies (specifically those listed on Helsana's website) which are cost-effective or could be of interest to current, former or potential insured persons. The cooperation partner, Helsana Supplementary Insurances Ltd, and the other companies in the Helsana Group are therefore also expressly entitled to examine any existing health insurance records related to basic and/or supplementary insurance and to process this information for the aforementioned purposes in the area of supplementary insurance only.



- 23.2 The members of the Helsana Group are Helsana Insurance Company Ltd, Helsana Supplementary Insurances Ltd, Helsana Accidents Ltd, Progrès Insurance Company Ltd, Helsana Investment Ltd and Procure Providence Ltd.
- 23.3 The current partner companies of Helsana Supplementary Insurances Ltd are listed on Helsana's website.
- 23.4 Helsana Supplementary Insurances Ltd and the Helsana Group are subject to particularly strict data protection guidelines. Therefore, no personal data is divulged to third parties outside of the Helsana Group. The only exceptions are where the disclosure of data is expressly required or permitted by law, or where partner companies are involved in processing and fulfilling the insurance contract.
- 23.5 Personal data is only processed and stored in a database or in hard copy for as long as required by statutory and contractual provisions. Personal data is subsequently deleted.

