

Private, Motor and real estate legal protection for Swiss Leaders members

Insurance general conditions - CAP Compagnie d'Assurance de Protection Juridique SA
(Edition 06.2020)

1. Insured persons and characteristics

- Is insured the Swiss Leaders active member as a private person outside his professional activity and as an employee in the course of his professional activity, as well as as the owner or driver of a vehicle. In case of disputes arising from labour and social insurance law, the active member is insured exclusively under the professional legal protection of Swiss Leaders.
- Is insured the passive member as a private person outside his professional activity and as an employee in the course of his professional activity, as well as as the owner or driver of a vehicle.
- All persons who share a common household with the registered member, as private persons outside their professional activity, as employees and as owners or drivers of a vehicle.
- Minor children, students or children in professional training who do not live in the same household and who are dependent on the policyholder or his partner as private persons.

Without the Legal Protection Plus supplement, insured persons are not insured for disputes and proceedings in accordance with Articles 2 I) to 2 I).

2. Exclusively insured disputes and proceedings

Exclusively insured are the following disputes, procedures and legal advice:	Basic Cover	Plus Supplement	Sum insured in CHF and territorial validity	
a) Damages: asserting as injured parties claims for damages for material and personal injury as well as damage to property directly resulting therefrom, which are based exclusively on tort law (<i>disputes under patient law are insured exclusively under Article 2e</i>)	X		300'000 60'000	Europe World
b) Assistance to crime victims: claiming compensation under the Swiss Crime Victims Assistance Law	X		300'000 60'000	Europe World
c) Criminal and administrative law: Defense in criminal and administrative proceedings related to negligence offences. If the insured person is prosecuted for allegedly intentional offences and is fully acquitted, or if the existence of a case of self-defence, a state of necessity or official duty is recognised in the proceedings, CAP pays retroactively any costs that have not already been compensated by the competent court (<i>cover for acquittals due to the expiry of the limitation period, partial or total diminished capacity, or withdrawal of the criminal charges for any reason is excluded</i>)	X		300'000 60'000	Europe World
d) Insurance law: Disputes with private or social security insurers which cover the insured person, e.g. disability insurance, accident insurance, pension fund, unemployment fund and health insurance fund	X		300'000 60'000	Europe World
e) Patient's rights: Disputes as a patient with medical personnel and institutions as a result of errors during diagnosis, operations and treatment and breaches of the duty to inform	X		300'000 60'000	Europe World
f) Other contractual disputes: Disputes with companies or self-employed persons related to other contracts which the insured person has concluded as a private person for his personal use or needs	X		300'000 60'000	Europe World
g) Labor law : Labor disputes with the employer	X		300'000 60'000	Europe World
h) Lease contract: Lease disputes with the lessor	X		300'000 60'000	Europe World

i) Neighbor law: Disputes with direct neighbors, which relate to private neighbor law (e.g. immissions, emissions, joint fencing, maintenance of hedges and trees) and concern real estate inhabited by insured persons	x		30'000 3'000	CH/FL Europe
j) Right of Expropriation and Construction Opposition: Expropriation of land or ownership restrictions equivalent to expropriation (except item 6k) and oppositions to applications for building permits filed by a neighbour on real estate inhabited by insured persons	x		30'000 3'000	CH/FL Europe
k) Co-ownership (Floor Property) Law: Disputes with other co-owners over common fees and charges on real estate inhabited by insured persons	x		30'000 3'000	CH/FL Europe
l) Construction contracts law: Contractual disputes in connection with the construction, extension or transformation of real estate		x	10'000	CH/FL
m) Child and adult protection law: Disputes with child and adult protection authorities (APEA)		x	10'000	CH/FL
n) Cyber Risk: The assertion of claims or rights and disputes in relation to cyber-risks		x	10'000	World
o) Animal Owner's Rights: Disputes with the authorities in relation to the keeping of pets and the prohibition to keep animals		x	10'000	CH/FL
p) Legal protection in the event of death: Disputes in connection with the death of the partner, parents, children or siblings of the insured person, provided the death occurs during the term of the contract		x	10'000	World
q) Legal advice: Legal advice by CAP legal department or by a trusted lawyer chosen by Swiss Leaders/CAP, in personal, family, divorce, inheritance, construction, tax and corporate law, provided that Swiss law shall apply	x		600 per civil year	CH
r) Legal information: Legal information by telephone by CAP Legal Department, provided that Swiss law shall apply	x		unlimited	CH
The insurance is valid in the field of road traffic as well as in the non-traffic field				

3. Insured benefits

CAP insures the following financial benefits per claim up to the insured sums mentioned in Article 2:

- a) Legal services by the legal department of the Swiss Leaders (labour and social insurance law disputes of active members) and of the CAP (other disputes and procedures insured under Article 2)

Representation of active members in labour and social insurance law disputes is provided by the legal department of the Swiss Leaders, as long as it does not fall under the lawyers' monopoly and there are no obstacles of a linguistic or geographical nature.

- b) Financial benefits for :

- Costs of expert evaluations and analyses ordered by CAP or a civil, criminal or administrative authority
- Court, arbitration and mediation costs;
- Expenses to be borne by the insured
- Lawyer's fees at the prevailing local rates as well as the market rates
- Recovery costs for the recovery of claims belonging to the insured person due to a legal case insured under Article 2, until the issue of a certificate of loss after seizure or until the initiation of bankruptcy proceedings
- Bail payment (solely on an advance basis to avoid pre-trial detention)

Additional benefits with the **Legal Protection Plus supplement:**

- Costs and fees for criminal orders, fines and administrative measures of the Motor Vehicle Service up to a maximum of CHF 600 per claim.

Any costs of intervention awarded to the insured person during the legal process or by compromise belong to CAP, up to the amount paid by CAP.

- c) In cases of serious misconduct, in particular drunk driving, CAP reserves the right to reduce its benefits by 30%.
- d) Labour law disputes are only insured up to a total amount in dispute of CHF 300,000 per case. If the amount in dispute exceeds this amount, the sum insured is limited to CHF 60,000.
- e) CAP may release itself from its obligation to pay benefits by compensation of the material benefit of the dispute.

- f) In the event of several disputes arising from the same or interrelated facts and involving one or more of the risks insured under Article 2, CAP shall pay the sum insured only once. If several persons insured under Article 1 are involved in one or more disputes arising from the same or related facts and relating to one or more of the risks insured under Article 2, CAP shall pay the sum insured only once.

4. Territorial and temporal validity

- a) For the risks and procedures mentioned in Article 2, the territorial validity is indicated in the board in Article 2.
- b) For labour law disputes with the employer in accordance with Article 2g) and social and private insurance law disputes in accordance with Article 2d), a 90 days waiting period applies. The waiting period does not apply in case of previous insurance for the same risk without interruption of coverage.
- c) CAP provides legal protection when the need for legal assistance arises during the term of the contract. CAP does not provide legal protection when the need for legal assistance arose or was foreseeable before the insurance coverage came into effect and when the need for legal assistance is announced after the end of the insurance coverage.
- d) The insurance is renewed tacitly from year to year, unless it is cancelled in writing by 30 November at the latest, by 31 December. In the event of loss or termination of membership as a member, as well as in the event of a change of legal residence abroad (except for the Principality of Liechtenstein), the insurance expires at the end of the insurance period for which the last premium was paid. In any case, the insurance expires in the event of termination of the contractual relationship between CAP and Swiss Leaders.

5. Claim processing – Free choice of lawyer

- a) Any requirement for legal assistance in labour and social insurance law disputes should be reported by the Swiss Leaders member as quickly as possible to : **Swiss Leaders, Legal Service, Case Postale, 8042 Zurich, Tel. +41 (0)43 300 50 50, rechtsdienst@swissleaders.ch.**
The requirement for legal assistance for all other insured risks should be announced as quickly as possible to : **CAP Legal Protection, Major Customers Service, P.O. Box, 8010 Zürich, Phone +41 (0)58 358 09 09, capoffice@cap.ch, www.cap.ch.**
- b) The Swiss Leaders/CAP Legal Service shall decide jointly with the insured person on preventive legal measures to be taken in defence of his interests.
Without the prior consent of CAP - and subject to the measures necessary to safeguard a deadline - the insured person undertakes not to consult a legal representative, not to initiate proceedings, not to accept a transfer and not to engage an appeal. The insured shall forward all documents concerning the claim to CAP. If the insured person does not comply with these obligations, CAP may refuse to pay benefits, provided that he is at fault.
- c) In the event of legal or administrative proceedings and where, according to the law applicable to the proceedings, it is necessary to retain a legal representative to represent the insured person, or if a conflict of interest arises (dispute between two CAP insured persons or between an insured person and a company in the Allianz Group), the insured person has free choice of a legal representative. If CAP denies the selection of the legal representative to be retained, the insured person has the right to suggest three different legal representatives from different law firms. One of the latter has to be accepted by CAP.
- d) In the event of a difference of opinion between the insured person and CAP with regard to measures to be taken to settle the claim or in cases that CAP considers to have no chance of success, the insured person can request a decision on the matter by an arbitrator, jointly appointed by the insured person and CAP. The costs must be borne by the unsuccessful party.

6. Events and benefits not covered by the insurance

- a) Disputes not mentioned in Article 2 and services not mentioned in Article 3.
- b) If the insured person was not in possession of a valid driving license or was not authorized to drive the vehicle or the watercraft at the time of the insured event
- c) When exceeding the speed limit by more than 30 km/h in localities, by more than 40 km/h outside localities and by more than 50 km/h on the highway.
- d) Administrative fees, costs arising from a criminal decision and administrative costs in the event of withdrawal, restitution of the driving license, a warning or any other criminal decision, unless they are covered by the Legal Protection Plus supplement; costs of blood tests and medical examinations in the event of drunkenness or drug use; damages and costs which a liable third party is obliged to assume or a liability insurance.
- e) Disputes and proceedings related to full or part-time freelance employment or to the insured person's status as a business partner or board member.
- f) Disputes and proceedings related to taxes, charges, levies and customs matters.
- g) Debt collection disputes where the existence and amount of the debt is not contested and in the event of disputes in connection with claims assigned to the policyholder.
- h) Disputes related to company, association or foundation law
- i) Disputes with neighbours against whom neighbour law proceedings have already been instituted once before the beginning of insurance or contentious correspondence exchanged concerning problems relating to neighbour law.
- j) Disputes concerning the acquisition or sale of real estate or the construction, extension or conversion of property requiring the issuance of a building permit, unless they are insured by the Legal Protection Plus supplement. Disputes with buildings not occupied by the insured person (except Article 2l)).

- k) Disputes concerning zoning plans, land use plans or land consolidation; Disputes concerning the forced sale of property or a builder's lien.
- l) Disputes or proceedings with private or social insurances relating to physical or psychic injuries that already existed before the conclusion of the Legal Protection insurance.
- m) Disputes concerning intellectual property.
- n) Disputes concerning the investment and management of assets, with securities and speculative legal transactions as well as in the event of disputes relating to works of art and jewelry.
- o) Damage resulting from war, civil unrest, strike or lockout or in connection with nuclear fission or nuclear fusion.
- p) Disputes or conflicts of interest between persons insured under the same policy (this exclusion does not apply to the Swiss Leaders member as policy holder himself).
- q) If the insured person intends to take action against Swiss Leaders or CAP or its employees in connection with their professional activities. If the insured person intends to take action against persons who are providing or have provided services in a legal case insured by CAP.

7. Information regarding protection of data

The processing of personal data constitute an essential stage of the insurance operations. During the processing of personal data, Swiss Leaders and CAP comply with the federal law regarding data protection (Loi sur la protection des données, LPD 01.01.14) and of its application rule and process the data of the insurant in a absolutely confidential way. The data are thus only intended for the use for which they were collected (eg. establishment of an offer/policy or sending of documents) and are not passed on to third parties. To be able to offer a complete insurance coverage and to optimize the costs, some of CAP services are assigned to legally independent companies in Switzerland and abroad. It can be companies of the Allianz group or cooperating partners. As part of the contractual relationship, we need to transmit your data inside and outside the group. In connection with optimizations of products, we process the data for purposes of internal marketing. The insured persons have a right of information as well as, in certain conditions, a right of rectification, blockage or removal of your registered data under electronic form or classified in the file.