

General Insurance Conditions (GIC)

Version 2020

With legal protection insurance for private individuals, you benefit from our advice and support with your legal issues and disputes. The different modules (B to H in these GIC) enable you to assemble your legal protection flexibly to meet your individual requirements, so you have the best possible protection. The modules can be combined or taken out individually.



A – General Part

Important information that applies to modules B to H.



B – Home & Everyday

Legal issues and disputes in connection with tenancy or ownership of residential property, everyday transactions (such as purchases) and privacy violations.

Supplementary coverage for landlords

Legal issues and disputes arising from your capacity as a landlord.



C – Mobility & Travel

Legal issues and disputes in connection with vehicles, road traffic offenses and travel contracts.



D – Health & Personal Insurance

Legal issues and disputes in connection with an impairment of your health and in case of maternity, retirement or unemployment.



E – Work

Legal issues in connection with your employment and disputes with your employer.

Supplementary coverage for management function

Legal issues and disputes arising from your capacity as a member of management.



F – Partnership & Family

Legal issues and disputes in connection with school authorities and child protection agencies, and mediation in connection with separation or divorce. The insurance also covers legal issues and disputes in connection with inheritance law.



G – Tax

Legal issues and disputes with the Swiss tax authorities regarding income tax and wealth tax.



H – Legal Advice PLUS

Legal advice on all matters relating to Swiss law.





A – General Part

This General Part contains important information that applies to all the modules (B to H).

A1 – Who is your insurer?

AXA-ARAG Legal Protection Ltd. (referred to below as “we”, “us” or “AXA-ARAG”). Our registered office is at Affolternstrasse 42, 8050 Zurich, and we are a subsidiary of AXA Switzerland.

A2 – Who is insured?

- All individuals listed by name in the policy (your contract with us) who are registered with the policyholder at the same address (certificate of domicile).
- Individuals aged below 18 who are not mentioned by name are also covered by the insurance on a provisional basis provided that they are registered with the policyholder at the same address (certificate of domicile).
- Individuals aged over 18 who are not yet mentioned by name in the policy are also included in the insurance with us on a provisional basis until they are added to the policy, for a maximum of 12 months.
- If coinsured persons move out of the shared household, they continue to be insured with us for 30 further days.

A3 – Where is your coverage valid?

Worldwide, unless stated otherwise in the modules. “Switzerland” also includes the Principality of Liechtenstein.

A4 – When are you insured?

If the triggering event and the need for legal protection commence during the insurance term, provided that you notify us of the case during that period.

The triggering event is defined as the first actual or alleged breach of the law or breach of contract. Any deviations are listed in the modules, under “What needs to be considered?”

A5 – What is insured?

- Legal cases designated as insured in your modules as per these General Insurance Conditions. Your policy states the modules for which you are insured.
- In insured cases, we cover the costs of the services listed below up to the amount of insurance stated in the policy, unless stated otherwise below or in the modules. The hourly rate charged for our Legal Services is CHF 200. You require our prior consent for coverage of external costs.
- If persons other than you are involved in a dispute, we cover the costs proportionately.
- Multiple legal cases arising from the same cause and/or from the same triggering event, or which are related to such cause or event, constitute one single legal case. The amounts of benefit for all insured persons per legal case are cumulated, and the amount of insurance is paid once only.
- For all legal cases processed under the same policy that occur in the same insurance year, a combined amount of insurance of no more than CHF 1 000 000 is applicable.

We cover the costs of the following services:	What needs to be considered?
Legal advice and processing of your legal case	• Our lawyers, legal experts and other specialists examine the legal situation, advise you and negotiate in your interest. • We also support you with useful tips, even in cases that are not insured.
Involvement of an external lawyer	In some legal cases, it is advisable to engage an external lawyer. If we consider this to be necessary, we will recommend a suitable lawyer for you. You have a free choice of lawyer in these three cases: • For court or administrative proceedings where a lawyer must be used. • If your counterparty is an AXA Group company (other than AXA-ARAG). • If a legal case is involved where AXA-ARAG must also grant coverage to your counterparty. If we reject the lawyer you choose, you can suggest three more lawyers. They must not belong to the same law office. We must accept one of these three suggestions. In all these cases, we cover the costs within the scope of the coverage confirmation that is issued.
Expert opinions	• If an assessment by a specialist is required, or is ordered by a court. • Costs of medical examinations, analyses and tests to establish if a person is fit to drive and capable of driving are excluded.
Proceedings before state courts and authorities	• We cover the costs of proceedings. • We cover the costs relating to a penal order or a ruling by the Department of Motor Vehicles, up to CHF 500 per insurance year. We do not pay fines. • Proceedings before supranational or international courts (e.g. the European Court of Human Rights) and authorities are not insured.
Legal expenses and counterparty's legal expenses	• If a court obligates you to compensate the counterparty for its legal expenses and lawyer fees, we cover these costs. • If legal expenses and counterparty's legal expenses are awarded to you, you must refund or assign these expenses to us up to the amount of the benefits we have already paid.
Mediation and arbitration procedures	The costs of an arbitration procedure are covered by us provided that such a procedure was agreed in writing prior to the commencement of the legal case.
Immediate right to an attorney	We pay an advance of up to CHF 5 000 for a criminal defense lawyer whom you engage for the first questioning.
Bail	In order to avoid pre-trial detention, you can apply to us for an advance for bail. The advance you receive must be repaid to us before the conclusion of the legal case.
Translations	We cover the necessary translation costs for legal cases relating to countries outside Switzerland.
Travel expenses	We cover the necessary costs in connection with court hearings abroad.
Loss of earnings	If you are heard by an authority and you can prove that you incur loss of earnings as a result, we cover the loss up to CHF 5 000.
Collection (e.g. debt collection procedure)	We cover the costs for the collection of the amount due from an insured legal case until a certificate of shortfall or a bankruptcy notice has been obtained.

A6 – What applies in connection with a deductible?

The deductible you selected is stated in the policy, and it applies to each legal case. The deductible is the portion of the costs that you yourself pay for each legal case. No deductible applies for our advice up to the point when you issue a mandate to us for additional services (e.g. drafting a letter, making contact with the counterparty or instituting proceedings).

A7 – What is not insured?

The insurance does not cover legal cases, benefits and services in connection with:

- legal issues and disputes that are not listed in the modules as insured, or are excluded.
- claims, debts and liabilities bequeathed to you or which are transferred to you in some other way.
- defense against non-contractual claims for compensation and demands for satisfaction asserted against you.
- costs for which a liable person or a liability insurer is responsible.
- felonies, including speeding offenses, of which you are accused in criminal proceedings, and the resultant legal consequences.
- driving of the vehicle when the driver was not entitled to drive, or had repeatedly driven a vehicle while intoxicated or under the influence of medications or drugs. However, the insurance does cover insured persons who did not know or could not have known about this.
- any self-employed professional or gainful activity; however, the “Work” module includes coverage for self-employed gainful activity with annual turnover of no more than CHF 36 000.
- company and foundation law, mandates (e.g. assignments) to boards of directors and boards of trustees, contracts regarding participation in or acquisition of enterprises, the purchase and sale of securities and cryptocurrencies, other financial, speculative and investment transactions, asset management, gambling and betting, and money laundering.
- AXA-ARAG, its employees or individuals mandated in a legal case.
- disputes among persons insured under the same policy. In a case of this sort, coverage is provided only for the policyholder.
- war, warlike occurrences and unrest of all types (e.g. demonstrations, strikes or riots).
- loss or damage due to radioactive or ionizing radiation.
- amounts due under this contract which are barred on account of applicable legal sanctions relating to business, trade or finance (e.g. UN sanctions).
- costs of public notarizations (e.g. costs of notaries), entries in and deletions from public registers, and costs of audits and permits.

A8 – How do we process your legal case together?

- Notify us immediately as soon as you need legal support. Send us all the documents relating to the legal case (e.g. contracts, correspondence, fine orders, summonses and decisions), and provide us with all the necessary information as well as powers of attorney.
- You will be advised and represented by our legal experts. If it becomes necessary to involve an external lawyer, we will help to select one and we will cover the costs incurred within the scope of the coverage confirmation that is issued. In connection with your legal case, you must release the lawyer you have engaged from professional secrecy obligations vis-à-vis us, and you must obligate the lawyer to keep us informed about the case. In addition, information that we require for our decisions must be issued to us, and relevant documents must be made available to us.
- Obtain our consent before you engage a lawyer or commence court proceedings. Our consent must be obtained before concluding a settlement for which we are to cover costs or accept other obligations.
- Instead of the insured benefits, we may pay all or part of the amount in dispute to you (buyout of proceedings). In this case, we take account of your procedural and collection risks.
- If you are in breach of information obligations or rules of conduct, we may reduce or deny the benefits.
- Outside of Europe, we may arrange for indemnification through an external service provider (e.g. legal counsel), or may limit indemnity to payment of reasonable costs.
- We are not liable in respect of the choice or engagement of a lawyer or interpreter. Furthermore, we accept no liability for prompt communication of information or transfer of monetary payments.

A9 – What happens in case of differences of opinion?

- A difference of opinion is present if we consider that a legal case is futile, or if you do not agree with the measures to process your legal case. In this case, you have the right to have the prospects of success assessed by an independent expert who is jointly designated by you and us. Within 20 days of receiving our letter setting out the reasons, you must ask us in writing to implement the procedure for differences of opinion; if we do not hear from you, you will be deemed to have waived this option. From the date of our letter, you yourself are responsible for meeting deadlines in your legal case.
- If you request a procedure for differences of opinion, you and we must each pay half of the costs in advance, and the costs will ultimately be borne by the losing party. No counterparty's legal expenses are awarded in this procedure.

A10 – What is applicable as regards amending and terminating your contract?

- The policy informs you of the term that was agreed. The contract renews automatically by one year at a time unless one of the two contracting parties receives notice of termination no later than three months before the term ends. Notice of termination may also explicitly affect only one part of the contract (e.g. one module).
- Either of the contracting parties may terminate the contract in the event of a legal case. If an insured legal case occurs for which AXA-ARAG must indemnify, either contracting party can terminate the contract in writing at the latest when the final payment is made. Notice of termination may also explicitly affect only one part of the contract. Coverage ends 14 days after notice of termination is communicated to the other contracting party.
- If any of the information stated in the policy changes (e.g. a new home address or additional persons), you must notify us immediately. Our communications to you are valid if they are sent to the last address in Switzerland which you notified to us.
- If the policyholder moves abroad, the insurance ends for all coinsured individuals when the policyholder deregisters with the registry office, or at the latest when the insurance year ends. If a coinsured person moves abroad, coverage ends for that individual only.

A11 – Which points should be noted regarding the premium?

- The premium and its due dates are stated in the policy. The premium must be paid in advance.
- If the premium changes, we will notify you no later than 25 days before the annual premium is due. If you do not agree to the new premium, you can terminate the contract as of the end of the insurance year. The contract change is deemed to have been accepted unless notice of termination from you reaches us by the end of the insurance year.

A12 – Which law is applicable, and where is the place of jurisdiction?

- This contract is subject to Swiss law. For contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence if they differ from these General Insurance Conditions (GIC).
- The exclusive place of jurisdiction for disputes against AXA-ARAG is the Swiss court at our registered office or at your domicile in Switzerland or Liechtenstein. If you do not have a Swiss or Liechtenstein domicile, Zürich is the valid place of jurisdiction.

A13 – What applies in connection with data protection?

- During the quotation phase, the contract term and the processing of your legal case, we collect and process your customer data, application, contract and payment data, and any data relating to your legal case(s). We need this data to examine and assess the risk, manage your contact and process your legal cases correctly. Your data is saved or stored in electronic form and/or in physical dossiers. This data must be stored for at least ten years after the contract ends; data on legal cases must be stored for at least ten years after your legal case has been settled. Once the defined retention period has elapsed, data will be deleted. We undertake to treat the information obtained as confidential.
- We may obtain and process the data required to process the contract and any legal cases, and we may create customer profiles. If necessary, data is exchanged with involved offices and parties (e.g. other participating insurers, authorities, lawyers and counterparties). The data may also be forwarded abroad for these purposes.
- If necessary to process the legal case, we may obtain information from relevant parties and authorities, and we may inspect official documents. For the purpose of assessing your creditworthiness, we may also obtain credit rating data from external providers.
- Information may also be shared for the purpose of uncovering or preventing insurance fraud.
- We may communicate with you and other involved parties or organizations and transmit data via electronic communication media (e.g. email). If you do not wish this to happen, you must explicitly forbid us to communicate via electronic media. We accept no responsibility if unauthorized parties receive, read, forward, copy, use, or manipulate transmitted information or data of any kind.
- To simplify administrative procedures, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to master data, basic contract data, claims summaries and customer profiles. This data is also used for marketing purposes (e.g. advertisements). If you prefer not to receive advertisements from us, you can notify us at 0800 809 809 (AXA 24-hour helpline). Mutual access to data relating to legal cases and claims is excluded.



B – Home & Everyday

Your protection in case of legal issues and disputes in connection with tenancy or ownership of residential property, everyday transactions (such as purchases) and privacy violations.

B1 – What is important?

- For all disputes in connection with properties, the home address stated in the policy is insured, together with other properties or rental units in Switzerland that are additionally specified in the policy.
- Additional units in Switzerland with rent or lease payments up to a maximum of CHF 500 per month are included in the insurance without being listed in the policy.

For disputes in connection with injuries resulting from accidents, or in connection with illnesses, you need the “Health & Personal Insurance” module.

B2 – What is insured?

	Which case is insured?	What needs to be considered?
B2.1	Disputes with your landlord that relate to tenancy law	
B2.2	Disputes with your co-tenants arising from the common rental agreement	• In this case, our benefit is limited to coverage of the costs of one mediation. • For disputes between the same parties, the benefits are only paid once.
B2.3	Disputes with your subtenant that relate to tenancy law	Coverage is in place for the rented apartment that you occupy together with the subtenant.
B2.4	Contractual disputes in connection with your buildings and structures	The insurance covers buildings (extensions, conversions and renovations, and smaller new buildings) with total construction costs up to a maximum of CHF 200 000. The coverage does not apply in case of total construction costs in excess of this amount.
B2.5	Contractual disputes relating to the reservation, purchase or sale of private properties (e.g. withdrawal from the purchase of an apartment or brokerage contracts)	Warranty claims (e.g. claims against the vendor on account of defects) are insured up to a maximum purchase price of CHF 200 000. This coverage does not apply in case of a purchase price in excess of this amount.
B2.6	Disputes in connection with the financing of your residential property (e.g. construction loans or mortgages)	The contracts must be signed for coverage to be in place.
B2.7	Proceedings in case of objections to your own construction project	• The insurance covers buildings (extensions, conversions and renovations, and smaller new buildings) with total construction costs up to a maximum of CHF 200 000. This coverage does not apply in case of total construction costs in excess of this amount. • The application for your construction permit must be submitted during the insurance term.
B2.8	Objections against construction projects by your directly adjoining neighbors	Official publication must take place during the insurance term.
B2.9	Disputes with your neighbor	Disputes relating to neighbor law are covered (e.g. noise disturbance).
B2.10	Disputes arising from expropriation by the federal government, canton or municipality	The administrative order and the first notification of expropriation must be issued during the insurance term.
B2.11	Disputes relating to property law that concern either real estate (e.g. condominium property) or movable property (e.g. furniture)	Disputes concerning the possession and ownership of vehicles, including their accessories, are insured in the “Mobility & Travel” module.
B2.12	Legal disputes with your domestic staff in your capacity as their employer	

	Which case is insured?	What needs to be considered?
B2.13	Legal disputes with insurers (e.g. personal liability insurers and building insurers)	- The insured event must take place during the insurance term. - Disputes with insurance companies that are covered in the other modules are excluded. For example: disputes with vehicle and travel insurers are insured in the “Mobility & Travel” module. - Personal insurance (such as health insurance) is covered in the “Health & Personal Insurance” module.
B2.14	Disputes arising from written loan agreements, credit agreements and deeds of donation	The contracts and deeds must be signed for coverage to be in place.
B2.15	Disputes arising from contracts for your private use (e.g. purchases, online shopping, subscriptions for mobile telephones and gym memberships, visits to restaurants and hairdressers, leisure offers)	Disputes arising from contracts that are covered in the other modules are excluded. For example: - employment contracts and contracts in connection with your self-employed gainful activities with annual turnover up to a maximum of CHF 36 000 are insured in the “Work” module; - contracts relating to registered vehicles, transportation and accommodation contracts and package travel contracts are insured in the “Mobility & Travel” module; - contracts with medical service providers are insured in the “Health & Personal Insurance” module; - contracts with crèches are insured in the “Partnership & Family” module; - contracts with tax advisors, financial consultants and fiduciaries are insured in the “Tax” module.
B2.16	Enforcement of your non-contractual claims for damages	- The loss or damage must have been caused during the insurance term. - Claims for damages that are covered in other modules are excluded. For example: - property damage in connection with traffic accidents or travel is insured in the “Mobility & Travel” module; - bodily injuries are insured in the “Health & Personal Insurance” module.
B2.17	Legal disputes in connection with violation of your privacy (insults, slander, defamation)	No coverage is in place if you have occasioned the violation of privacy by provocation on your part, or if the violation is related to your political or religious activities.
B2.18	Defense in criminal proceedings in case of negligence offenses (something that happened “by mistake”)	Negligence offenses that are insured in other modules are excluded. For example: - criminal proceedings under traffic law and proceedings regarding the revocation of Swiss driver licenses and vehicle registrations are insured in the “Mobility & Travel” module; - criminal proceedings against you in connection with work-related activities are insured in the “Work” module; - criminal proceedings against you in connection with your tax are insured in the “Tax” module. If you are accused of an intentional offense (something done or accepted deliberately), we pay subsequent compensation of costs if the criminal proceedings are discontinued or you are acquitted. Discontinuation of the proceedings or acquittal must not be associated with financial or material compensation to the plaintiff or other parties.
B2.19	Disputes with authorities in connection with keeping pets	Disputes in connection with intentional cruelty to animals are not insured.
B2.20	Disputes in connection with copyright violations	As well as criminal defense, the insurance covers defense against claims for damages.

B3 – Supplementary coverage for landlords

This supplementary coverage can be taken out in addition to the “Home & Everyday” module. In addition to coverage for the legal cases mentioned above, you are then also insured as the landlord of the properties listed as “rented out” in your policy.

	Which case is insured?	What needs to be considered?
B3.1	Legal disputes arising from rental and lease agreements involving you as landlord or lessor	



C – Mobility & Travel

Your protection for legal issues and disputes in connection with vehicles, road traffic offenses and travel contracts

C1 – What is important?

In the legal cases listed below, you are insured in your capacity as:

- owner, keeper, renter/lessee of vehicles;
- road user (e.g. pedestrian, passenger, pilot, driver);
- traveler.

The insurance also covers other authorized drivers and passengers of your vehicles that are registered in Switzerland.

For disputes in connection with injuries resulting from accidents and other health impairments, you need the “Health & Personal Insurance” module.

C2 – What is insured?

	Which case is insured?	What needs to be considered?
C2.1	Disputes arising from contracts (e.g. purchase or service) in connection with your vehicles that are registered in Switzerland	• Aircraft with a takeoff weight of up to 5.7 tons are insured. • Contracts concerning the financing of vehicles (e.g. leasing) must be signed for coverage to be in place.
C2.2	Disputes arising from contracts in connection with rental vehicles	Aircraft with a takeoff weight of up to 5.7 tons are insured.
C2.3	Criminal proceedings and proceedings regarding the revocation of Swiss driver licenses and vehicle registrations	• As the user of registered vehicles, you are insured in private and professional situations. • Qualifying or re-qualifying for a driver license is not insured. • The insurance covers negligence offenses (something that happened “by mistake”). If you are accused of an intentional offense (something done or accepted deliberately), we pay subsequent compensation of costs if the criminal proceedings are discontinued or you are acquitted. Discontinuation of the proceedings or acquittal must not be associated with financial or material compensation to the plaintiff or other parties.
C2.4	Disputes arising from transportation and accommodation contracts, and package travel contracts	• Transportation contracts include, for example, contracts for air, rail and bus travel or season tickets for public transportation. • Accommodation contracts include, for example, hotel or Airbnb bookings. • Package travel contracts are contracts with a tour operator or travel office. • Coverage is in place for rental contracts for vacation apartments and vacation houses rented for a maximum period of eight weeks per year.
C2.5	Disputes with vehicle and travel insurers	• The insured event must have taken place during the insurance term. • Disputes in connection with bodily injuries are insured in the “Health & Personal Insurance” module.
C2.6	Disputes regarding the taxation of your vehicles that are registered in Switzerland	The authority's decision on taxation must have been taken during the insurance term.
C2.7	Enforcement of your non-contractual claims for damages (e.g. repair costs after a car accident)	• The loss or damage must have been caused during the insurance term. • Disputes in connection with bodily injuries are insured in the “Health & Personal Insurance” module.
C2.8	Disputes arising from the possession and ownership of your vehicles that are registered in Switzerland, including their accessories	Aircraft with a takeoff weight of up to 5.7 tons are insured.



D – Health & Personal Insurance

Your protection for legal issues and disputes in connection with an illness, an accident resulting in bodily injuries or death, incorrect medical treatment, and in connection with maternity, retirement and unemployment. In these cases, we support you in dealings with private insurers, social insurers and pension funds.

We also advise and represent you in connection with enforcing your claims against any injuring parties, your or their liability insurers and the crime victims compensation agency.

D1 – What is important?

You are insured in both private and professional situations.

D2 – What is insured?

	Which case is insured?	What needs to be considered?
D2.1	Disputes with private personal insurers and Swiss social insurers and pension funds	• The event (e.g. illness, accident, maternity, unemployment, insolvency of the employer, incapacity for work) that justifies the entitlement to benefits must have occurred for the first time during the insurance term. • Disputes in connection with social assistance or social welfare offices are not insured.
D2.2	Disputes relating to insurance law in connection with pre-existing congenital defects	The decision by the insurer or authority must be announced or issued for the first time during the insurance term.
D2.3	Legal disputes in connection with the reduction or discontinuation of insurance benefits from prior health impairments	The decision by the insurer or authority must be announced or issued for the first time during the insurance term.
D2.4	Enforcement of claims for compensation of damages and satisfaction, e.g. in connection with an occupational disease, bodily injury, death or violation of your mental or sexual integrity	The loss or damage must have been caused during the insurance term.
D2.5	Enforcement of compensation under the Victim Assistance Act	The loss or damage must have been caused during the insurance term.
D2.6	Disputes in the capacity of patient vis-à-vis hospitals, doctors and other recognized medical service providers	• Outside Switzerland, coverage only include disputes arising from treatments in emergencies. • Medical service providers are also deemed to include recognized practitioners of alternative medicine.
D2.7	Disputes with Swiss adult protection authorities, if you yourself are affected	You must already be insured with us when the authority becomes involved for the first time, and when measures are announced.



E – Work

Your protection for legal issues and disputes in connection with your employers and your self-employed gainful activity up to an annual turnover of CHF 36 000.

E1 – What is important?

For disputes in connection with injuries resulting from accidents and other health impairments, and in connection with unemployment insurance and insolvency compensation, you need the “Health & Personal Insurance” module.

E2 – What is insured?

	Which case is insured?	What needs to be considered?
E2.1	Legal disputes with your employers in your capacity as an employee	For coverage in connection with your employment relationship as general manager, managing director or member of the executive board, you require the supplementary coverage for “Management Function”.
E2.2	Criminal proceedings against you in connection with your working activities	- The insurance covers negligence offenses (something that happened “by mistake”). If you are accused of an intentional offense (something done or accepted deliberately), we pay subsequent compensation of costs if the criminal proceedings are discontinued or you are acquitted. Discontinuation of the proceedings or acquittal must not be associated with financial or material compensation to the plaintiff or other parties. - For criminal proceedings in your capacity as general manager, managing director or member of the executive board, you require the supplementary coverage for “Management Function”.
E2.3	Disputes concerning contracts in connection with your self-employed gainful activities	- The insurance covers you up to annual turnover of no more than CHF 36 000. The coverage does not apply in case of annual turnover in excess of this amount. - If you have taken out other modules in addition to the “Work” module, you are also insured for the relevant legal cases in connection with your self-employed gainful activities with annual turnover up to a maximum of CHF 36 000. For example, disputes arising from copyright violations are insured with the “Home & Everyday” module.

E3 – Supplementary coverage for management function

This supplementary coverage can be taken out in addition to the “Work” module. This covers you for legal disputes with your employer in your capacity as general manager, managing director or member of the executive board.

	Which case is insured?	What needs to be considered?
E3.1	Legal disputes with your employers in your capacity as general manager, managing director or member of the executive board	Your case is insured up to an amount in dispute of CHF 300 000. For an amount in dispute above CHF 300 000, we cover the costs proportionately.
E3.2	Criminal proceedings against you in connection with your working activities	The insurance covers negligence offenses (something that happened “by mistake”). If you are accused of an intentional offense (something done or accepted deliberately), we pay subsequent compensation of costs if the criminal proceedings are discontinued or you are acquitted. Discontinuation of the proceedings or acquittal must not be associated with financial or material compensation to the plaintiff or other parties.



F – Partnership & Family

Your protection for legal issues and disputes in connection with child protection agencies or school authorities, and for advice and support in an inheritance case or mediation in case of separation or divorce.

F1 – What is insured?

	Which case is insured?	What needs to be considered?
F1.1	Disputes with Swiss child protection agencies	You must already be insured with us when the agency becomes involved for the first time, and when measures are announced.
F1.2	Disputes with Swiss school authorities	• The decision by the school authority must be announced or issued for the first time during the insurance term. • The insurance covers disputes involving schools up to high school and vocational college level. Disputes with higher-level schools such as universities, universities of applied sciences or higher educational institutions are excluded.
F1.3	Separation in case of cohabitation, registered partnership or marriage according to Swiss law	• You must already be insured with us when one party moves out or demands dissolution, separation or divorce for the first time. The relevant event is the one that takes place earliest. • The insurance covers the costs of mediation to resolve the consequences of the separation. • For disputes between the same parties, the benefits are only paid once.
F1.4	Disputes arising from Swiss family law	• The insurance covers legal advice provided by us up to a maximum of CHF 1 000 per case or insurance year. • For disputes between the same parties, the benefits are only paid once.
F1.5	Disputes arising from Swiss inheritance law	• You must already be insured with us when the testator dies. • The amount of insurance is CHF 3 000. • Benefits are paid only once per inheritance case.
F1.6	Contractual disputes with babysitters, crèches and similar institutions	



G – Tax

Your protection for legal issues and disputes with the Swiss tax authorities regarding income tax and wealth tax in your capacity as a private individual.

G1 – What is insured?

	Which case is insured?	What needs to be considered?
G1.1	Disputes with the Swiss tax authorities regarding income tax and wealth tax	You must already be insured with us when you submit the tax return in connection with which you are claiming legal protection.
G1.2	Contractual disputes with fiduciaries, asset managers and tax advisors	Coverage is in place for mandate relationships in connection with inquiries relating to tax law and with preparing your personal tax return.
G1.3	Criminal proceedings against you in connection with your income and wealth tax	The insurance covers negligence offenses (something that happened “by mistake”). If you are accused of an intentional offense (something done or accepted deliberately), we pay subsequent compensation of costs if the criminal proceedings are discontinued or you are acquitted. Discontinuation of the proceedings or acquittal must not be associated with financial or material compensation, e. g. to the plaintiff.



H – Legal Advice PLUS

Your coverage comprises an analysis of your situation, examination of documentation and legal advice. We advise you on all subjects related to Swiss law. We will explain the legal situation to you and discuss options for action, opportunities and risks with you, and we will assist you with finding a solution.

H1 – What is insured?

	Which case is insured?	What needs to be considered?
H1.1	Advice on all issues relating to Swiss law	• The legal issue and your situation on which it is based must arise for the first time during the insurance term. • All areas of Swiss law are included. • We provide advisory services up to the number of hours per insurance year that is stated in the policy. • Advisory services are calculated and charged at cost. As well as the discussions that take place, the cost includes the time needed to study documents, clarify the facts and the legal situation, and expenses for external service providers. • If you have taken out additional modules, legal advice on the relevant subjects is insured in the respective module and is not debited here. • No deductible applies to this module.

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Do you want to notify us of a legal case, or do you have a legal question? Use our online form at www.axa-arag.ch or contact our Legal Services by calling 0848 11 11 00.