

General Insurance Conditions (GIC) ÖKK TOURIST SUBITO Edition 2022

Travel legal protection

1. Insurance fundamentals

1.1 Insurance provider

The insurer is the health insurer listed in the insurance confirmation. The insurer is the point of contact for any issues the insured persons may have, unless another company is expressly stipulated in these provisions.

The insurer for the travel legal protection insurance is Coop Rechtsschutz AG, Aarau (hereinafter referred to as Coop Rechtsschutz).

ÖKK Versicherungen AG has concluded a collective insurance contract with Coop Rechtsschutz as insurance provider in favour of the insured persons; this contract grants the insured persons a direct right of claim against Coop Rechtsschutz for travel legal protection insurance.

1.2 Purpose

The insurance covers legal costs relating to travel incidents.

It is an indemnity insurance policy.

1.3 Geographical scope

The insurance cover applies worldwide outside of Switzerland and the Principality of Liechtenstein.

1.4 Period of benefits

The insurance cover applies for the duration of the insurance specified on the insurance confirmation.

Legal protection is provided for disputes arising during the duration of the insurance specified on the insurance confirmation. Cases are deemed to have occurred at the time of the breach of the law; for insurance-law-related cases, at the time of the insured event.

1.5 Conclusion of the insurance

This insurance may be concluded by all persons, without any age restrictions, who have compulsory health care insurance under the Swiss Health Insurance Act (KVG) and their legal place of residence in Switzerland.

In addition, the insurance may be concluded by people who have the relevant compulsory health care insurance in the Principality of Liechtenstein and also have the legal place of residence there.

1.6 Right of revocation

For an insurance duration of more than 30 days, the application to conclude the insurance can be revoked within 14 days of submitting it. In providing notice of revocation, all obligations of the insurer lapse.

This deadline is deemed to have been met if the policyholder notifies the insurer of the revocation or sends its revocation declaration by post on the last day of the revocation period.

1.7 Insured persons

The policyholder is the person with whom the insurer has concluded an insurance contract.

1.7.1 Individuals

The person listed on the insurance confirmation is insured.

1.7.2 Families

The policyholder listed on the insurance confirmation as well as their spouse/partner and children are insured, provided they live in the same household as the policyholder.

1.8 Dissolution of the collective contract

The insurance expires if the collective contract between Coop Rechtsschutz and ÖKK Versicherungen AG is dissolved. The insured person must be notified in writing of the dissolution of this contract by no later than one month before the expiry of the insurance cover.

1.9 Insurance Contract Act

Unless these terms and conditions contain regulations to the contrary, the provisions of the Federal Act on Insurance Contracts (VVG) of 2 April 1908, as updated on 1 January 2022, shall apply.

2. Insured capacities

The insured person has legal protection in their capacity as

- a) the owner, driver or renter of a motor vehicle;
- b) a sportsperson, pedestrian, cyclist, motorist or passenger in any form of transport;
- c) the renter of a holiday property;
- d) an attendee of a course at a foreign school;
- e) the contractual party to a travel contract;
- f) the victim of a violent crime; and
- g) the holder of a credit card.

3. Insured travel legal protection claims

The following legal protection claims are insured:

- a) claims for extra-contractual compensation for damage against the perpetrator/the perpetrator's liability insurance due to a physical injury or damage to property caused;
- b) legal disputes with an insurer, health insurer or pension fund in relation to an event abroad;
- c) representation in proceedings brought by criminal or administrative authorities resulting from a negligent breach of foreign legislation. In the event of an official investigation due to a premeditated crime, the costs will only be covered if the insured person is acquitted or the proceedings are suspended; and
- d) legal disputes arising from the following contracts under the Swiss Code of Obligations (exhaustive list), provided the insured person is affected in a capacity in accordance with section 2 above:
 - Tenancy contract
 - Repair contract
 - Freight contract
 - Contract of carriage
 - Travel contract
 - School contract
 - Credit card contract.

4. Insurance benefits

The following benefits are provided in the insured legal protection cases:

- a) protection of the insured person's legal interests by the legal service of Coop Rechtsschutz;
- b) payment of up to CHF 300,000 (CHF 100,000 outside Europe) per case unless a specific benefit restriction applies, in particular the
 - costs of appointed lawyers and mediators;
 - costs of appointed experts;
 - costs of legal proceedings and court costs charged to the insured person;
 - procedural costs payable to the other party;
 - travel expenses for necessary appearances before a foreign court of up to CHF 5,000;
 - translation costs of up to CHF 5,000; and
 - bail money in order to avoid custodial remand of up to CHF 100,000. This benefit is only provided in advance and must be reimbursed to Coop Rechtsschutz.

No benefits are paid for:

- a) fines;
- b) compensation for damage and settlements;
- c) costs which a liable third party is required to cover;
- d) costs for public notarisations and register entries; and
- e) costs for official authorisations, permits and inspections.

The insured person must reimburse to Coop Rechtsschutz the procedural and party compensation granted to them in the amount of the benefits they receive.

5. Exclusions

No legal protection is provided:

- a) in legal protection cases for insured persons in the same insurance confirmation;
- b) in direct or indirect relation to a crime being intentionally committed;
- c) in legal protection cases that were intentionally caused as well as any resulting disputes / proceedings under civil or administrative law;
- d) in relation to lawyers, mediators, appraisers and experts who are acting or acted for an insured person in an insured legal protection case;
- e) in relation to claims assigned to an insured person as well as claims transferred to insured persons as heirs; and
- f) in claims against Coop Rechtsschutz or any of its executive bodies.

6. Reporting a legal protection case

The occurrence of a legal protection case must be reported to the insurer immediately, and on its request, in writing. The insurer immediately forwards the case to Coop Rechtsschutz to be processed.

The insured person must assist Coop Rechtsschutz in processing the legal protection case, provide it with the necessary powers of attorney and information, and forward any notifications they receive, in particular from authorities, with no delay.

In the case of a culpable breach of these obligations, Coop Rechtsschutz may reduce the benefits it provides by the amount of the additional costs it incurs as a result. In the case of a serious breach, the insurer may refuse to pay any benefits.

7. Processing a legal protection case

Having consulted the insured person, Coop Rechtsschutz takes the measures required to safeguard its interests.

If it is necessary to involve a lawyer, in particular in court or administrative proceedings or in the case of conflicts of interest, the insured person is free to choose a lawyer. If Coop Rechtsschutz disagrees with the insured person's choice, the latter may propose three further lawyers, which may not belong to the same law firm. Coop Rechtsschutz must accept one of these three lawyers.

Before appointing the lawyer, the insured person must obtain consent from Coop Rechtsschutz as well as a cost guarantee.

If there is no valid reason for changing lawyers, the insured person shall bear any costs resulting from this change.

8. Process in the case of differences of opinion

In the case of differences of opinion, particularly in cases Coop Rechtsschutz believes have no chance of success, the insured person may request that arbitration proceedings be initiated. Both parties jointly appoint a person as the arbitrator. Furthermore, this process is based on the provisions governing arbitration in the Swiss Code of Civil Procedure (ZPO).

If an insured person takes legal action at their own cost, contractual benefits will be provided if the result in the main proceedings is more favourable than the assessment of Coop Rechtsschutz.

9. Data protection

The data of insured persons is processed in accordance with the provisions of the Federal Act on Insurance Contracts (VVG) and the Federal Act on Data Protection (DSG).

The insurer collects and processes personal and business data which is required to execute the contract and process claims. In addition, the insurer may use the data for regulatory evaluations as well as for personal customer consultations and to assist customers so as to improve the quality of its products and services.

Personal data is treated with absolute confidence and is protected from unauthorised access.

More information on how personal data is processed by the insurer can be found in its data protection statement.

10. Notifications

All notifications provided by policyholders or insured persons must be sent to the responsible branch of the insurer in writing or in another form that also provides evidence in text form.

11. Place of jurisdiction

In the event of any disputes arising out of this travel legal protection insurance, the claimant may choose to have their case heard before the court at their place of residence in Switzerland or the insurer's registered office (Coop Rechtsschutz AG, Aarau).