

PostFinance legal protection for private individuals

Customer information and General Terms and Conditions of Insurance (GTCI)

In the event of deviations between the different language versions of the following GTCI, the German version will be authoritative.

Version 4.0, as at February 2024

Customer information

The customer information below provides an overview of the legal protection insurance and its conditions (Art. 3 of the Swiss Federal Insurance Policies Act). It contains simplifications of the General Terms and Conditions of Insurance but does not replace them. The rights and obligations of the contracting parties arise from the insurance policy, General Terms and Conditions of Insurance (GTCI) and applicable laws, in particular the Swiss Federal Insurance Policies Act (IPA).

1. Insurer (hereinafter Assista)

The insurer is Assista Rechtsschutz AG (hereinafter Assista), Chemin de Blandonnet 4, 1214 Vernier, Geneva, Switzerland, a company limited by shares under Swiss law.

2. Intermediary

TONI Digital Insurance Solutions AG (hereinafter TONI), Seefeldstrasse 5a, 8008 Zurich, Switzerland acts as a tied intermediary. PostFinance Ltd (hereinafter PostFinance), Mingerstrasse 20, 3030 Bern, Switzerland acts as TONI's marketing partner and sells insurance products online on its behalf. TONI acts as the tied insurance intermediary for Assista, and PostFinance acts as the authorized sales partner of TONI.

3. Scope of insurance coverage

PostFinance legal protection insurance for private individuals is non-life insurance. The insurance coverage can be put together individually for customers and tailored to their requirements.

Details of the coverage – insured persons, insured events, geographical coverage and covered amounts – of the individual modules can be found in the GTCI.

4. Insured benefits

In an insured legal case, advice is provided and interests are protected by the lawyers and legal specialists employed by Assista.

Assista also assumes the cost of necessary legal protection benefits up to the maximum insurance sum specified in the policy.

If the amount in dispute of civil law disputes is below CHF 2,000, these disputes will be handled exclusively by Assista's legal service. However, if the counterparty brings a claim against the insured persons in these cases, an external lawyer may be involved with Assista's approval.

All the maximum insurance sums and amounts specified in the policy include VAT (and any other taxes and fees).

5. Main exclusions

The modules not specified in the policy, the areas of law and risks not mentioned in the individual modules and disputes and benefits which are not insured in accordance with the GTCI are excluded from the insurance coverage.

6. Start and duration of the insurance contract

The start and duration of the insurance coverage can be found in the policy. Legal cases are covered if the decisive date of an event falls within the period of validity of the contract, taking into account any waiting period, and if the case is announced during the period of validity of the insurance

contract. The insurance is valid for one year and then automatically extended for another year. From the second year of insurance, it may be terminated by the policyholder and Assista at the end of a calendar month with a notice period of one month.

7. Can the application for insurance cover be revoked?

The application to conclude the insurance contract can be revoked within 14 days after signing the insurance application (i.e. after clicking the "Confirm offer" button). This right may be exercised in writing or in any other form that allows proof by text. The revocation period is met if the revocation is sent by the last day of the period.

8. Policyholder obligations

The main obligations of the policyholder and other insured persons include the following:

- **Pre-contractual duty of disclosure**

The policyholder must truthfully and completely answer the questions in the application form. Otherwise Assista can cancel the insurance in question and in certain situations, even demand reimbursement for cover or refuse cover.

- **Obligation to report a change in the risk situation or the information in accordance with the policy**

The policyholder must notify Assista of any changes that occur during the insurance period with regard to the facts declared in the application and relevant for the risk assessment.

- **Duty to pay the premium**

Premiums must be paid by the due date.

- **Obligations in case of a claim**

If an insured legal case arises, the policyholder or another insured person must report it to Assista immediately.

- **Obligation to provide information**

The policyholder or the other insured person must provide all information about the legal case and all information necessary to substantiate the claim for benefits. Assista relies on cooperation so that it can provide the policyholder or other insured person with optimal support. For example, it relies on clear information about how or under which circumstances the legal case arose.

- **Obligation not to recognize claims**

The policyholder or other insured person must never accept the claim of a third party.

- **Duty to refrain from intervening in negotiations**

Where the negotiations are conducted by Assista, the policyholder or insured persons must refrain from intervening in any way.

The other obligations are listed in the policy, GTCI and IPA.

If the obligations stated above are culpably violated, Assista may cancel the insurance contract in accordance with the GTCI. If said violation influences the occurrence or extent of the legal case, the service may be reduced or even refused in accordance with the GTCI.

9. Legal case

Procedure in the event of a legal case:

- Immediate legal case report online at insurance.postfinance.ch or by telephone on 0848 117 799 (from Switzerland) or +41 58 667 14 00 (from abroad).
- Do not recognize any third-party claims and do not sign any documents written in a foreign language.

Your contactpartner:

TONI Digital Insurance Solutions AG
Seefeldstrasse 5a
8008 Zürich
www.tonidigital.ch
Phone 0848 117 799
Fax +41 43 543 81 82
postfinance@tonidigital.com

Insurers:

Legal protection
Assista Protection juridique SA
Chemin de Blandonnet 4
1214 Vernier
Phone 058 827 22 58
contact@assista.ch / www.assista.ch

10. Amendment of the insurance contract

If there are changes to the premium, fees or insurance conditions (e.g. excess provisions), Assista may put these in an amended contract with effect from the following year of insurance.

11. Data protection

– Basis

The insurers and their partners rely on electronic data processing in order to ensure that contracts are processed efficiently and correctly. All data processors named below handle data in accordance with Swiss data protection law.

– Data processing

Processing means any use of personal data, regardless of how they are used or the procedures involved, with particular regard to the collection, storage, use, alteration, publication, archiving or destruction of data.

– Categories of data

The data that we process comes from insurance agreements and handling legal cases. The following are the main categories of data that are processed: application data, customer data, contract and claim data, data from injured parties and claimants, and debt collection data.

– Purpose of data processing

We acquire and process data for the running of the insurance business, sales, administration, the brokerage of products and services, for marketing purposes (e.g. market research, creating customer profiles), risk assessment, handling claims and performing insurance contracts as well as all related business. Conversations with our customer hotline may be recorded to ensure smooth service provision and for training purposes. PostFinance processes your data for analysis and marketing purposes and in the context of customer care. Further information on how PostFinance processes your personal data can be found in PostFinance's General Privacy Policy at postfinance.ch/dps.

– Collection, processing and storage of the data

Collection, processing and storage of the data Data are stored electronically and/or physically and are recorded, processed, stored and deleted in accordance with the legal provisions. Data relating to business correspondence are to be stored for a minimum of ten years after the end of the contract. Data related to claims are to be stored for a minimum of ten years after settlement of the claim.

– Data transfer

Within the scope of the GTCI, the insurer is authorized to share data to the extent necessary with the following parties: co-insurers and re-insurers, government agencies, insurance companies and institutions, central information systems belonging to insurance companies, other Group companies, cooperation partners, external assessors, and other relevant parties both domestically and abroad. The insurer may also request information from these parties when necessary.

The policyholder authorizes TONI to forward the data required to fulfil the contract within the scope of the GTCI to PostFinance, Assista and, where necessary, other third parties involved (such as processors, cooperation partners, etc.) in Switzerland and abroad. In this context, the policyholder releases PostFinance from the preservation of bank client confidentiality in accordance with Art. 47 of the Banking Act. PostFinance publishes further information about its practices with regard to sharing and handling customer data at postfinance.ch/legal-information.

– Right to information and correction of data

The Federal Act on Data Protection gives you the right to request information about the data that are processed about you. Furthermore, you can request that incorrect data be corrected.

Corresponding requests must be lodged with the corporate body listed in section 12.

12. Controller

In the case of any queries enquiries or complaints relating to data protection, please contact the following controller:

TONI Digital Insurance Solutions AG

Data Protection Officer

Seefeldstrasse 5a

8008 Zurich, Switzerland

E-mail: dataprotection@tonidigital.com

A General provisions

Art. A1 Basis of contract and insurer (hereinafter referred to as Assista)

The insurance contract consists of the insurance policy, the General Terms and Conditions of Insurance (GTCI), and any Special Terms and Conditions of Insurance (STCI). The information in the policy refers to the information from the policyholder given in the application. The insurer is Assista Protection juridique SA (hereinafter referred to as Assista), Chemin de Blandonnet 4, 1214 Vernier, Geneva, Switzerland. In addition, the Swiss Federal Insurance Policies Act (IPA) and to a lesser extent the Swiss Code of Obligations (CO) apply.

Art. A2 Policyholder

The policyholder is a natural person and private individual resident in Switzerland or the Principality of Liechtenstein.

Art. A3 Insured persons

The policy indicates which of the following coverage options has been selected:

Individual insurance

Only covers the policyholder specified in the policy.

Household insurance

Covers the policyholder specified in the policy and the people who live with the policyholder in the same household.

Traffic legal protection also insures the passengers of vehicles driven by the insured persons, provided that they are resident in Switzerland or the Principality of Liechtenstein and excluding commercial journeys or journeys made in exchange for payment.

Art. A4 Building insured by legal protection for buildings

The building referred to in the policy that is located in Switzerland or the Principality of Liechtenstein, is owned and occupied by the policyholder and has an insurance value of no more than CHF 2 million, such as a single-family home, flat in a condominium or another property with the characteristics of a building, including the plot and associated structures, is insured.

Art. A5 Capacities insured by private legal protection

The insured persons are covered in their capacity as

- employed professionals;
- parties to a contract covered by this insurance;
- pedestrians, cyclists, motorcyclists, riders and users of vehicle-like devices powered solely by their own physical strength such as inline skates, skateboards and scooters;
- passengers of any means of transport.

Art. A6 Capacities insured by tenant legal protection

The insured persons are covered in their capacity as tenants of a property they occupy in Switzerland or the Principality of Liechtenstein.

Art. A7 Capacities insured by Internet legal protection

The insured persons are covered for legal disputes arising from private use of the Internet insofar as their own interests are affected by them.

The following, in particular, are not deemed to be private use of the Internet:

- Commercial activities;
- Activities on behalf of political or religious organizations;
- Activities as a public figure.

Art. A8 Capacities insured by traffic legal protection

The insured persons are covered in their capacity as:

- drivers of motor and water vehicles (including e-scooters);
- owners and keepers of private motor and water vehicles registered to them in Switzerland and the Principality of Liechtenstein;
- holders of a driving licence recognized in Switzerland for vehicles intended for use in road traffic or private shipping.

Art. A9 Capacities insured by legal protection for buildings

The insured persons are covered in their capacity as owners of the building insured in accordance with Art. A4.

Art. A10 Insured benefits

If multiple disputes are based on the same event or life situation, these disputes are collectively deemed to be one legal case.

Art. A10.1 Internal services

Internal services refers to the provision of advice on and the protection of interests in an insured legal case by the lawyers and legal specialists employed by Assista. Assista assumes the internal costs incurred.

Art. A10.2 External services

For insured legal cases, Assista finances the following benefits up to the maximum insurance sum of CHF 300,000 per insured legal case occurring within the geographical scope of CH/FL or Europe, provided that the place of jurisdiction is in one of these countries, the law of one of these countries applies and the ruling is enforceable in one of these countries. In all other cases outside this geographical scope, the maximum insurance sum is CHF 100,000:

- a) The legal costs for the due outlay before and during proceedings;
- b) The cost of expert reports and analyses ordered with the agreement of Assista or by the court;
- c) The court and procedural costs imposed on the insured persons;
- d) The court-awarded compensation for the counterparty imposed on the insured persons; the court-awarded compensation and compensation for legal costs awarded to the insured persons are owed to Assista up to the amount of the services provided by it;
- e) The travel expenses of the insured persons in the event of court summons as the accused or a litigant where these costs (public transport price) exceed CHF 100. In the case of travel abroad, the costs will be covered if they have been agreed with Assista in advance and if attendance is required;
- f) The cost of an interpreter or translations ordered with the agreement of Assista or by a court or authority;
- g) The cost of payment collection for the claims awarded to the insured persons in an insured legal case until a provisional or definitive certificate of shortfall established after seizure or bankruptcy notice is available; if the payment collection procedure is to be carried out outside Switzerland, Assista's services are limited to a maximum amount of CHF 5,000;
- h) The cost of mediation proceedings with the agreement of Assista;
- i) Bail to avoid pre-trial detention; this benefit is only provided in advance and must be reimbursed to Assista.

Art. A10.3 Legal information by telephone

The lawyers and legal specialists employed by Assista provide insured persons with information on legal matters relating to their private lives in accordance with Swiss law within the scope of their specialist and personnel-related capacities. Legal information is provided via the lexCall function on the lex4you platform (lex4you.ch).

Art. A10.4 Additional benefits included in Internet legal protection

Art. A10.4.1 Reputation management and technical support

Assista assumes the costs, up to an amount of CHF 2,000 per insured legal case, for the provision of the following services by external service providers:

- a) Orders to delete or amend content that breaches privacy;
- b) Interventions (e.g. warnings and cease and desist letters) concerning unlawful posts on websites, forums, blogs and social networks;
- c) Orders to reindex/remove listings from the first 30 hits on the portal of the leading search engine with a .ch domain;
- d) Recovery of personal data;
- e) Removal of malware.

Assista usually finds a service provider at the request of the insured persons and assumes its costs for delivering the service. Where this is not possible, the insured persons can procure the service directly from a service provider of their choice after receiving the relevant confirmation from Assista. Costs up to CHF 2,000 are reimbursed following presentation of the invoice.

The success of these interventions is not guaranteed.

Art. A10.4.2 Psychological support

Assista assumes the costs approved by it up to an amount of CHF 1,000 for psychological support for victims of serious privacy breaches due to cyberbullying.

Art. A10.5 Gross negligence

If an insured person causes a legal dispute through gross negligence, Assista reserves the right to reduce its benefits in proportion to the degree of fault.

Art. A10.6 Minimum amount in dispute for civil law

For advice from and out-of-court protection of interests by Assista's legal service (internal services in accordance with Art. A10.1), insurance coverage is provided regardless of the amount in dispute. In the case of civil disputes, insurance coverage is provided for external services in accordance with Art. A10.2 from an amount in dispute of CHF 2,000. If the amount in dispute is less than CHF 2,000, insurance coverage is provided for external services if the insured persons are prosecuted in court and the counterparty is represented by a lawyer in the proceedings.

Art. A10.7 Uninsured benefits

The following benefits are not covered by Assista:

- a) Compensation and satisfaction;
- b) Costs for which a liable person or liability insurance is responsible;
- c) Fines which insured persons are ordered to pay;
- d) The cost of blood or similar analyses and of medical examinations ordered as part of a criminal investigation or by an administrative authority;
- e) The cost of road safety tuition ordered by an administrative or judicial authority.

Art. A11 Geographical scope of insurance

The relevant areas of geographical scope are set out in the policy and may vary depending on the insurance variant and risk.

Legal cases with a place of jurisdiction within the geographical area specified are insured, provided that the law of one of these countries applies and the corresponding ruling is enforceable in one of these countries.

The following area designations are specified in the policy depending on the insurance coverage:

- a) The area designation "CH/FL" comprises Switzerland and the Principality of Liechtenstein.
- b) The area designation "Europe" comprises all countries of the European continent, as well as the Mediterranean islands and Canary Islands, Madeira, the Azores, the Faroe Islands, Greenland, Kazakhstan up to the Urals, Russia up to the Urals and Turkey. The overseas territories and overseas departments of European countries are not included in "Europe" coverage.
- c) The area designation "world" includes the countries that are not included in the area designation "Europe".

Art. A12 Temporal scope of the insurance

In terms of time, legal cases are covered provided that the relevant date of an event is within the validity period of the contract, taking any waiting period into account, and the legal case is reported during the validity period of the insurance contract.

The relevant date of a legal case is usually the date of the first alleged or actual violation of the rights of the insured person which gives rise to the need for legal assistance.

Disputes in accordance with the insured risks are covered provided that this need arises during the validity period of the insurance contract, does not fall within any waiting period and was not objectively foreseeable before the commencement of cover.

Under tort law, the need for legal assistance is objectively foreseeable at the time of the event that causes the loss or damage.

Under insurance law, this is the time of the event that justifies the claim for a benefit from the insurer; in particular, in the case of benefits in connection with personal injury due to an accident, the need for legal assistance is objectively foreseeable from the date of the accident and, for illness, from the point when the insured person is rendered unable to work.

Under contract law, the need for legal assistance is objectively foreseeable from the date of the first alleged or actual breach of a contractual duty. Under criminal and administrative criminal law, the need for legal assistance is objectively foreseeable from the time of the first alleged or actual infringement of a legal provision.

Assista does not grant any legal protection if a legal case is reported after the end of the insurance contract.

Art. A13 Waiting periods

There is no waiting period for the following risks insured in accordance with Art. B:

Tort law, insurance law, patient rights, criminal law, threats, coercion, blackmail, skimming, credit card misuse, administrative proceedings and legal advice on persons, family and inheritance law matters.

For all other insured risks, there is a waiting period of two months from the commencement of cover. The waiting periods also apply when new geographical areas of cover and/or new risks and/or new benefits or new insured persons are included.

The waiting periods do not apply if insurance for the same risk has been held previously and there is no temporal gap in insurance coverage.

Art. A14 Start and end of insurance cover

The date on which the insurance cover commences is indicated in the policy. The insurance is valid for one year and then automatically extend for another year. From the second year of insurance, it may be terminated by the policyholder and Assista at the end of a calendar month with a notice period of one month.

Art A14.1 Termination after a legal case

For every legal case that leads to a benefit from Assista, each contracting party has the right to terminate the contract at the time of the last benefit provided by Assista at the latest.

If the contract is terminated by Assista, the insurance coverage will expire 14 days after the policyholder has been informed of the termination in writing or by any other means allowing to establish a proof by text.

If the contract is terminated by the policyholder, the insurance coverage will expire as soon as the termination is received by Assista or intermediary.

If Assista terminates the contract, it will reimburse the unused premium to the policyholder. If the policyholder terminates the contract, Assista will also reimburse the unused premium to him or her unless the termination is in the first year of insurance.

Art. A14.2 Termination by withdrawal from the insurance contract

Assista may withdraw from the contract:

- a) if the policyholder does not pay the premium within the legally prescribed period despite being reminded and Assista has waived its claim to the premium; or
- b) in the event of attempted or accomplished insurance fraud by the policyholder or an insured person.

Art. A14.3 Termination of the insurance by moving abroad

If the policyholder moves his or her domicile abroad (excluding to Switzerland or the Principality of Liechtenstein), the insurance expires on the date of departure of which the municipality or cantonal authority has been informed.

Assista will reimburse the unused premium to the policyholder unless the domicile is moved in the first year of insurance.

Art. A15 Premiums

The premiums are payable by the due date.

If the premium changes, the policyholder will be informed of the new premium no later than 30 days before the due date. If the policyholder does not terminate the contract by the due date at the latest, the new premium will be considered accepted by the policyholder.

Art. A16 Place of jurisdiction and applicable law

For legal disputes arising from this contract, Assista recognizes the place of jurisdiction at the policyholder's place of residence. If the policyholder is not resident in Switzerland or Liechtenstein, Berne will be the place of jurisdiction.

This contract is governed by Swiss law. The provisions of the Swiss Federal Insurance Policies Act (IPA) apply in particular.

Art. A17 Data protection and bank client confidentiality

Art. A17.1 Data protection

Assista and its partners, as well as TONI and PostFinance, are authorized to acquire and process the data needed for performing contracts and handling claims. Assista is likewise authorized to acquire necessary information from third parties or from government authorities. Assista and its partners, as well as TONI and PostFinance, undertake to handle this information in a confidential manner. If necessary for the performance of the contract, Assista, TONI and PostFinance are authorized to forward contract types for processing to involved third parties, namely other participating insurers, involved intermediaries, cloud providers or other service providers used in Switzerland and abroad.

If necessary for the handling of claims, Assista is authorized to forward contract and claims data for processing to involved third parties, namely co-insurers, re-insurers or other participating insurers, or other service providers used in Switzerland and abroad. In addition, information may be passed on to other liable third parties and their liability insurance in the event that claims for compensation are made. In the event of a claim, the claim information is processed exclusively by Assista and its partners. Assista is authorized to share data to the extent necessary with the following parties: co-insurers and re-insurers, government agencies, insurance companies and institutions, central information systems belonging to insurance companies, other Group companies, cooperation partners, external assessors, and other relevant parties both domestically and abroad. The insurer may also request information from these parties when necessary. Assista is authorized to inform third parties (e.g. competent authorities) to whom the insurance coverage has been confirmed of the suspension, amendment or termination of the insurance. Information may also be shared in order to detect or prevent insurance fraud. Claim information will not be shared with companies that are not affected. However, Assista provides PostFinance with a loss report (number of claims per insurance policy).

Art. A17.2 Bank client confidentiality

Insofar as information is shared by PostFinance in accordance with Art. A17.1, the policyholder releases PostFinance from the preservation of bank client confidentiality in accordance with Art. 47 of the Banking Act, as long as this is applicable.

Art. A17.3 Customer communication

The policyholder and insured persons agree that customer communication can occur via post, telephone and electronic channels (such as e-mail, etc.) using the addresses provided or known to the insurer and its auxiliaries (including intermediaries and cooperation partners). The policyholder and insured persons are aware of the general risks of electronic channels. In addition, it cannot be ruled out that a possible banking relationship with PostFinance may be indicated by sending e-mails. By stating their e-mail address, the policyholder and insured persons explicitly agree that customer communication may take place using unsecured e-mails. Assista, TONI, PostFinance and its auxiliaries accept no liability for damage or loss in this context.

B. Insured risks

Art. B1 Private legal protection

a) Tort law

Asserting insured persons' non-contractual claims for compensation for loss or damage suffered due to an event for which a third party is liable exclusively outside a contract, including insured persons' claims for compensation based on the legal provisions on the provision of support to victims of crime.

b) Insurance law

Disputes of insured persons concerning their claims under private insurance and social security law.

- c) Patient rights**
Disputes of insured persons concerning claims against doctors, hospitals and other medical institutions due to an error in diagnosis or treatment, including breaches of the duty of disclosure.
- d) Criminal law**
Defending insured persons in criminal proceedings brought against them personally due to offences committed negligently.
Involvement of the insured persons as civil claimants to exercise their rights where such an intervention is necessary to assert claims for compensation and satisfaction in the event of physical injury.
If insured persons are accused of an intentional offence, Assista's benefits will only be provided retroactively where the insured persons are fully acquitted of this accusation by a legally binding decision, the proceedings concerning the intentional offence have been abandoned entirely with legally binding effect or the existence of a self-defence situation or situation of necessity has been recognized. The abandonment or acquittal must not be linked to a benefit for the criminal claimant or third parties.
- e) Consumer rights and other contracts**
Disputes of insured persons arising from the following contracts:
- Purchase/sale (including purchase/sale on Internet platforms)
 - Exchange
 - Gift
 - Movable property rental
 - Loan
 - Deposit
 - Shipping
 - Consumer credit
 - Credit card
 - Contract for work and services
 - Subscription
 - Telecommunications
- This list of insured risks is exhaustive. A waiting period of two months applies to the risks mentioned unless insurance covering the same benefits was held previously.
- f) Simple agency contract**
Disputes between insured persons and their agents resulting from a simple agency contract.
A waiting period of two months applies to the risk mentioned unless insurance covering the same benefits was held previously.
- g) Travel law**
Disputes of insured persons arising from one of the following contracts:
- Credit card (used during travel abroad)
 - Transport of luggage and people
 - Package holiday
 - Accommodation contract
 - Rental of a holiday apartment, holiday home or camping pitch for personal use (for up to three months)
- This list of insured risks is exhaustive. A waiting period of two months applies to the risks mentioned unless insurance covering the same benefits was held previously.
- h) Employment contract as an employee**
Disputes of insured persons with their employers based on an employment contract or employment relationship.
Full insurance coverage is granted up to an amount in dispute of CHF 100,000 per insured legal case. If the amount in dispute exceeds CHF 100,000, the costs will be covered proportionally in the ratio of CHF 100,000 to the amount in dispute. The amount in dispute corresponds to the total value of all claims, not just the claim based on any partial action.
A waiting period of two months applies to the risk mentioned unless insurance covering the same benefits was held previously.
- i) Persons, family and inheritance law**
Legal advice on the law of persons, family law (including marriage, divorce, registered partnership and consensual union) and inheritance law matters.
Assista grants insured persons legal advice based on Swiss law in a one-off consultation. If it proves necessary to involve a lawyer, notary or state-recognized mediator, Assista will cover the fee up to an amount of CHF 500 per matter.

**Art. B2 Tenant legal protection
(only as a supplement to private legal protection)**

- a) Tenancy law**
Disputes of insured persons with the landlord of the flat or house they occupy themselves.
A waiting period of two months applies to the risk mentioned unless insurance covering the same benefits was held previously.
- b) Contract for work and services and simple agency contract**
Disputes of insured persons arising from a contract for work and services and/or simple agency contract relating to work performed on the rental property.
Disputes in connection with work requiring an official permit (even if only part of the work requires a permit) are excluded.
A waiting period of two months applies to the risks mentioned unless insurance covering the same benefits was held previously.
- c) Insurance law**
Disputes of insured persons with insurance providers covering the rental property.
- d) Subscription contract**
Disputes arising from contracts for subscriptions with energy or water suppliers or telephone and Internet service providers concluded for the rental property.
A waiting period of two months applies to the risks mentioned unless insurance covering the same benefits was held previously.

Art. B3 Internet legal protection

- a) Misuse of online identity**
Civil law disputes of insured persons arising from unlawful appropriation of their online identity using methods such as phishing, hacking or social engineering and the subsequent misuse of this identity online with fraudulent or malicious intent.
If legal assistance has not yielded any results despite the prospect of success within two months of registering the legal dispute, and if further action is deemed inappropriate by Assista, Assista will make a final compensation payment of up to CHF 5,000 if evidence of a financial loss caused by the direct misuse of the online identity is provided.
A waiting period of two months applies to the risks mentioned unless insurance covering the same benefits was held previously.
- b) Cyberbullying**
Legal disputes with the perpetrator of serious privacy breaches online. With the approval of Assista, the cost of psychological support in accordance with Art. A10.4 will also be assumed up to an amount of CHF 1,000.
Within the scope of Art. A10.4, the cost of measures taken against other parties such as portal operators will also be assumed up to an amount of CHF 2,000.
The cost of criminal law interventions is assumed up to an amount of CHF 5,000.
A waiting period of two months applies to the risks mentioned unless insurance covering the same benefits was held previously.
- c) Threats, coercion, blackmail**
Legal disputes with the perpetrator of threats, coercion or blackmail directed against an insured person, provided that the threatened measure is to be taken online.
Within the scope of Art. A10.4, the cost of measures taken against other parties such as portal operators will also be assumed up to an amount of CHF 2,000.
The cost of criminal law interventions is assumed up to an amount of CHF 5,000.
- d) Skimming**
Civil law disputes of insured persons arising from the unlawful procurement of their bank or postal account details using the skimming method and their subsequent misuse online.
If legal assistance has not yielded any results despite the prospect of success within two months of registering the legal dispute, and if further action is deemed inappropriate by Assista, Assista will make a final compensation payment of up to CHF 5,000 if evidence of a financial loss caused by the direct misuse of the bank or postal account details is provided.

e) Credit card misuse

Civil law disputes as victims of credit card misuse committed via the Internet.

If legal assistance has not yielded any results despite the prospect of success within two months of registering the legal dispute, and if further action is deemed inappropriate by Assista, the Company will make a final compensation payment of up to CHF 5,000 if evidence of a financial loss caused by the direct misuse of the credit card is provided.

Unlawful use of a credit card following its theft is not insured.

f) Right to one's own image

Civil law disputes of insured persons as injured parties arising from the violation of their right to their own image online.

A waiting period of two months applies to the risk mentioned unless insurance covering the same benefits was held previously.

g) Copyright, naming rights and trademark rights

Civil law disputes of insured persons arising from an alleged or actual violation of copyright, naming rights or trademark rights online.

No legal protection is granted in cases of domain grabbing and cybersquatting.

For passive copyright, naming right and trademark right protection (violation of third-party rights by the insured person), Assista's benefits are limited to an amount of CHF 1,000.

A waiting period of two months applies to the risks mentioned unless insurance covering the same benefits was held previously.

h) Consumer contracts

Civil law disputes of insured persons arising from the following contracts concluded online:

- Purchase/sale of movable property with the exception of motor vehicles
- Purchase of concert, flight, train and cinema tickets and package holidays
- Movable property rental (e.g. car rental)
- Booking of hotel rooms, holiday homes, camping pitches and other accommodation (e.g. Airbnb) for up to three months
- Use of transport services (e.g. FREENOW, Uber)
- Taking out subscriptions (music streaming services, telecommunications providers, online magazines, cloud storage, etc.)

If legal assistance has not yielded any results despite the prospect of success within two months of registering the legal dispute, and if further action is deemed inappropriate by Assista, Assista will make a final compensation payment of up to CHF 1,000 if evidence of a financial loss is provided.

In cases where the purchase or service price is less than CHF 200 or more than CHF 20,000, insured persons are exclusively entitled to the one-off provision of legal information.

This list of insured risks is exhaustive. A waiting period of two months applies to the risks mentioned unless insurance covering the same benefits was held previously.

i) Online payment processing

Civil law disputes of insured persons in the event of irregularities in payment processing with

- credit card institutions in the case of online payments; or
- operators of mobile and online payment systems (PayPal, TWINT, Apple Pay, etc.).

If legal support has not yielded any results despite the prospect of success within two months of registering the legal dispute, and if further action is deemed inappropriate by Assista, Assista will make a final compensation payment of up to CHF 1,000 if evidence of a financial loss is provided.

In cases where the purchase or service price is less than CHF 200 or more than CHF 20,000, insured persons are exclusively entitled to the one-off provision of legal information.

This list of insured risks is exhaustive. A waiting period of two months applies to the risks mentioned unless insurance covering the same benefits was held previously.

j) Malware

Technical support in accordance with Art. 10.4 if an electronic device exclusively for private use is affected by malware such as viruses or Trojan horses.

In this context, the benefits for removing malware and/or recovering data are provided no more than once per calendar year.

A waiting period of two months applies to the risk mentioned unless insurance covering the same benefits was held previously.

Art. B4 Legal protection for buildings

a) Tort law

Disputes of insured persons concerning compensation for damage (including a financial loss) caused to the insured building as a result of an event for which a third party is solely liable outside a contract due to fault or by law.

b) Insurance law

Disputes of insured persons with insurance providers covering the insured building.

c) Employment contract and simple agency contract

Disputes of insured persons with people employed or instructed by them to maintain, service or manage the insured building.

A waiting period of two months applies to the risks mentioned unless insurance covering the same benefits was held previously.

d) Contract for work and services and simple agency contract

Disputes of insured persons arising from a contract for work and services and/or simple agency contract relating to work performed on the insured property.

Disputes concerning building contractor's liens are covered insofar as they are related to an insured dispute under a contract for work and services already being handled by Assista at the time of the registration request.

If an official permit is required for the work (even if only part of the work requires a permit), these disputes are insured provided that the total construction cost does not exceed CHF 100,000.

A waiting period of two months applies to the risks mentioned unless insurance covering the same benefits was held previously.

e) Contract with energy suppliers

Disputes of insured persons arising from a contract with an energy or water supplier.

A waiting period of two months applies to the risk mentioned unless insurance covering the same benefits was held previously.

f) Criminal law

Defending insured persons in criminal proceedings brought against them personally in their capacity as owners of the insured building due to offences committed negligently.

If insured persons are accused of an intentional offence, Assista's benefits will only be provided retroactively where the insured persons have been fully acquitted of this accusation by a legally binding decision, the proceedings concerning the intentional offence have been abandoned entirely with legally binding effect or the existence of a self-defence situation or situation of necessity has been recognized. The abandonment or acquittal must not be linked to a benefit for the criminal claimant or third parties.

A waiting period of two months applies to the risks mentioned unless insurance covering the same benefits was held previously.

g) Law of neighbours

Civil law disputes of insured persons with immediately adjacent neighbours of the insured property regarding

- spoiling the view;
- maintenance and distance from boundaries of trees and hedges; and
- pollution (noise, smoke, fumes).

This list of insured risks is exhaustive. A waiting period of two months applies to the risks mentioned unless insurance covering the same benefits was held previously.

h) Public law

Disputes of insured persons in their capacity as owners of the insured building with state authorities regarding

- contesting a planning permission application submitted by an immediate neighbour of the insured building as part of the procedure for granting planning permission;
- compulsory purchase of the insured building;
- reduction in the value of the insured property

This list of insured risks is exhaustive. A waiting period of two months applies to the risks mentioned unless insurance covering the same benefits was held previously.

i) Ownership and property law

Civil law disputes arising from

- ownership of the insured property entered in the land register;
- active and passive easements and real burdens entered in the land register encumbering or in favour of the insured building; and
- boundary disputes relating to the insured building.

This list of insured risks is exhaustive. A waiting period of two months applies to the risks mentioned unless insurance covering the same benefits was held previously.

Art. B5 Traffic legal protection

a) Tort law

Asserting insured persons' non-contractual claims for compensation for loss or damage suffered due to an event for which a third party is liable exclusively outside a contract.

b) Insurance law

Disputes of insured persons concerning their claims under private insurance and social security law.

c) Criminal law

Defending insured persons in criminal proceedings brought against them personally due to infringements of road traffic and shipping legislation committed negligently.

Involvement of the insured persons as civil claimants to exercise their rights where such an intervention is necessary to assert claims for compensation and satisfaction in the event of personal injury due to a traffic accident.

If insured persons are accused of an intentional offence, Assista's benefits will only be provided retroactively where the insured persons have been fully acquitted of this accusation by a legally binding decision, the proceedings concerning the intentional offence have been abandoned entirely with legally binding effect or the existence of a self-defence situation or situation of necessity has been recognized. The abandonment or acquittal must not be linked to a benefit for the criminal claimant or third parties.

d) Administrative proceedings

- Administrative proceedings concerning the driving licence or vehicle registration document
- Proceedings concerning taxation of motor and water vehicles licensed in the name of the insured persons in Switzerland and the Principality of Liechtenstein

e) Vehicle contract law

Disputes of insured persons arising from the following contracts concerning vehicles licensed in the name of the insured persons:

- Purchase/sale
- Lease
- Repair and maintenance
- Loan

Disputes of insured persons arising from borrowing or renting a motor or water vehicle are also included.

This list of insured risks is exhaustive. A waiting period of two months applies to the risks mentioned unless insurance covering the same benefits was held previously.

f) Parking space or boat site rental

Disputes of insured persons in their capacity as owners or keepers of an insured vehicle arising from renting a garage, parking space or boat site.

A waiting period of two months applies to the risk mentioned unless insurance covering the same benefits was held previously.

g) Property law

Civil law disputes arising from ownership, possession or other rights in rem to a motor or water vehicle of insured persons.

A waiting period of two months applies to the risk mentioned unless insurance covering the same benefits was held previously.

Art. B6 Exclusions

No insurance coverage is provided for

- a) disputes in areas of law not mentioned under the insured risks in accordance with Art. B;
- b) disputes in connection with the purchase and sale of securities, forward, speculative and investment transactions, the merger or takeover of a business or part of a business or assets, as well as gambling and betting;
- c) disputes in connection with loans for commercial purposes;
- d) disputes in connection with contracts for the part-time use of real

- estate (time sharing);
- e) disputes of insured persons in connection with
 - the acquisition or disposal of real estate or enforcement proceedings concerning real estate;
 - mortgages; or
 - the planning, construction, conversion or removal of structures and other fixtures, subject to the coverage in accordance with Art. B2 letter b as part of tenant legal protection and Art. B4 letter d as part of legal protection for buildings;
- f) disputes of insured persons in their capacity as
 - employers, excluding disputes in accordance with Art. B4 letter c;
 - professional athletes and coaches;
- g) disputes in connection with claims and liabilities which have been assigned to the insured persons or transferred to them as a result of inheritance law;
- h) defence against liability claims made against the insured persons by third parties;
- i) disputes in connection with unlawful or immoral contracts;
- j) disputes among condominium and joint owners within the same condominium or joint owners' association and disputes with the management of a condominium or joint owners' association;
- k) disputes among people insured by the same policy, excluding representing the legal interests of the policyholder himself or herself;
- l) disputes of insured persons in connection with committing felonies and other intentional misdemeanours, the intentional violation of administrative and criminal law provisions, and attempts to do so;
- m) disputes involving insured persons as participants in brawls and fights;
- n) disputes in connection with war or terrorist incidents and changing atomic structure;
- o) disputes in connection with the collection of claims;
- p) proceedings before international and supranational courts;
- q) disputes in connection with the departure of a country from an international or supranational organization (e.g. Brexit);
- r) disputes in connection with Board of Directors or similar functions exercised by insured persons in a simple or commercial enterprise or in a cooperative;
- s) disputes in connection with relationships under corporate, association or foundation law and liability claims against the relevant bodies;
- t) disputes as landlords or sub-lessors;
- u) disputes in connection with self-employment as a main or secondary occupation;
- v) disputes with the lawyers, experts, etc. instructed in legal cases covered by Assista and with Assista itself;
- w) claims for compensation and satisfaction, criminal or administrative law proceedings or other similar proceedings in connection with the exclusions mentioned here;

additionally for private legal protection:

- x) disputes as purchasers, owners, borrowers, lessees, keepers or drivers of motor and water vehicles and of caravans and trailers;
- y) disputes as owners or joint owners of a building or plot (including condominiums);

additionally for tenant legal protection:

- z) disputes arising from the law of neighbours and public law;

additionally for Internet legal protection:

- aa) disputes in connection with consequential damage (e.g. personal injury due to a defective household appliance purchased online);

additionally for traffic legal protection:

- bb) protection of the interests of insured persons as drivers of a vehicle if they did not hold the required driving licence or their licence had been revoked at the time of the event;
- cc) disputes in connection with a motor or water vehicle taken away or confiscated by a court or authority;
- dd) disputes in connection with vehicles used commercially, except as drivers or passengers; and
- ee) disputes in connection with participation in races, rallies or similar competitions and driver training sessions at training facilities.

C. Reporting and handling a legal case

Art. C1 Reporting

Insured persons shall report the legal case for which they wish to claim benefits from Assista to PostFinance immediately, either online at insurance.postfinance.ch or by calling 0848 117 799 (from Switzerland) or +41 58 667 14 00 (from abroad).

If a mandate has been issued to a lawyer, legal measures have been taken or an objection has been filed before Assista has given its consent to do so, it is entitled to refuse to assume all costs.

Art. C2 Handling

Assista shall inform the insured persons of their rights and take all measures required to defend their interests. The insured persons shall provide Assista with all necessary information and authorizations and hand over to it all available files and evidence. Where the negotiations are conducted by Assista, the insured persons shall refrain from intervening in any way. In particular, they shall not issue any mandates, take any legal measures, initiate any court proceedings or conclude any settlements.

Art. C3 Involvement of a lawyer

If it is necessary to involve a lawyer to protect the interests of the insured persons, Assista shall recommend a lawyer from its network. With Assista's approval, the insured person may select another local lawyer as an alternative to this suggestion.

If Assista does not agree with this selection, the insured persons have the option to propose three more lawyers, of whom one must be accepted. The three lawyers proposed by the insured persons must not belong to the same firm.

The insured persons are obliged to release the lawyer instructed from professional confidentiality vis-à-vis Assista. They shall authorize the lawyer to report to Assista on the development of the case and to provide it with all important files.

If the insured event happened abroad, Assista shall consider and decide whether a lawyer abroad or in Switzerland is to be involved. If it is advisable to involve a lawyer abroad, the lawyer shall be appointed by mutual agreement between the insured persons and Assista. If civil claims need to be brought, Assista reserves the right to determine the place of jurisdiction.

Art. C4 Differences of opinion

In the event of differences of opinion between the insured persons and Assista regarding the prospects of success or the measures for handling an insured case, Assista shall justify its legal opinion in writing without delay and notify the insured persons of their right to initiate arbitration proceedings within 90 days of receipt of the letter. From this point in time, the insured persons shall themselves be responsible for complying with the deadlines for the necessary measures. If they do not initiate arbitration proceedings within this period, this shall be deemed a waiver of this right.

Each party shall pay half of the cost of these arbitration proceedings in advance. If the advance payment is not made by one of the parties, this party thereby accepts the legal opinion of the counterparty.

The insured persons and Assista shall appoint a sole arbitrator by mutual agreement. This arbitrator shall make a decision based on correspondence and impose the procedural costs on the parties depending on which one prevails. In the event of a disagreement regarding the appointment of the arbitrator, and all other matters, the provisions of the Swiss Civil Procedure Code apply.

If the insured persons refuse the obligation to pay benefits, initiate proceedings at their own expense and obtain a ruling that is cheaper for them than the solution justified to them in writing by Assista or than the outcome of the arbitration proceedings, Assista shall assume the necessary costs within the scope of the General Terms and Conditions of Insurance.

Art. C5 Breach of obligations

If the insured persons culpably breach their contractual or legal obligations such as their reporting obligation and obligation to cooperate, Assista is entitled to refuse or reduce its benefits. In particular, in the event of a breach of obligations to cooperate in accordance with Art. 39 IPA, Assista shall set the insured persons an appropriate period to fulfil their obligation and, if they fail to do so, cover may be excluded.

© PostFinance Ltd, February 2024