



General Insurance Conditions (GIC)

Car for You Group Legal Protection Insurance

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Contents

Overview of your group legal protection insurance	3
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Part A Policyholder and insureds

A1	Scope of the contract	4
A2	Insured benefits	4
A3	Insured legal case	5
A4	Exclusions	5
A5	Duration of insurance coverage	5
A6	Territorial scope	5

Part B Subject of the insurance

B1	Reporting a legal case	6
B2	Processing a legal case	6
B3	Notifications	7
B4	Duty to provide information	7
B5	Applicable law and place of jurisdiction	7

Overview of your group legal protection insurance

Below you will find an overview of the most important features of our insurance offering.

Who is the insurance carrier?

The Insurance carrier is AXA-ARAG Legal Protection Ltd, Affolternstrasse 42, 8050 Zurich (hereinafter "AXA-ARAG"), a stock corporation with its registered office in Zurich and a subsidiary of the AXA Group.

Who is the policyholder?

The policyholder is Car for You AG, Badenerstrasse 567, 8048 Zurich (hereinafter "Car for You"). It takes out the group insurance contract with the insurance carrier in favor of the insureds.

Who is insured and in what capacity?

The insurance covers all natural persons domiciled under civil law in Switzerland or the Principality of Liechtenstein who buy a vehicle through Car for You and who are entitled to join the group insurance policy under the policyholder's conditions. The insureds are insured solely in their capacity as private motor vehicle purchasers.

The insurance covers disputes arising from the purchase contract with the vendor relating to the vehicle purchased through Car for You.

No coverage applies in particular for:

- disputes between Car for You and insureds;
- disputes against AXA-ARAG, its employees, or any persons mandated in a legal case.

The insurance covers legal advice and representation in all insured legal cases, as well as the costs of legal disputes and lawsuits, and in particular the services of lawyers, courts, and experts.

Costs are limited to the sum insured of CHF 300,000 per legal case.

What does the insurance not cover, inter alia?

The insurance does not cover:

- items and costs for which a cantonal insurer provides or should provide coverage;
- losses due to warlike events, changes in the structure of atoms, and losses resulting from water from reservoirs or other man-made water systems.

The precise scope of coverage is stated in the policy and these GIC.

Where is the insurance valid?

In Switzerland, the Principality of Liechtenstein, and member states of the EU/EFTA.

How is the premium calculated?

Insureds pay nothing for the insurance coverage. The premium is paid by Car for You.

Car for You and the insureds must:

- report legal cases immediately to AXA-ARAG's legal department.
- Insureds notify Car for You of the legal case. Car for You then verifies the notification and forwards it without delay to AXA-ARAG;
- provide all the necessary information;
- make all documents and evidence available;
- inform AXA-ARAG in advance when engaging lawyers or taking legal action.

The group insurance contract begins on the date specified in the contract, and on the expiry of the specified term it is extended for successive periods of one year unless notice of termination has been given in the previous three months. Both parties can also terminate the contract during an insured legal case without affecting the current proceedings.

Insurance coverage applies during the contract term. The determining factor is whether the time when a dispute arises (date of breach of contract) is within the contract term. In such cases, entitlement to the insured benefits applies as soon as the dispute has started or there is a need for legal protection. Coverage no longer applies in cases reported to AXA-ARAG after the insurance contract has ended or whose claimants have left the group of insureds.

Coverage for the individual insured begins when vehicles are purchased through Car for You during the term of the group insurance contract between AXA-ARAG and Car for You.

Coverage for the individual insured ends 12 months after they purchased their vehicle, even if the group insurance contract between AXA-ARAG and Car for You has been terminated in the meantime. Coverage also ends when the insured relocates their civil-law residence abroad.

How do we use your data?

We use your data in accordance with the applicable statutory provisions. For more information, visit [AXA.ch/data-protection](https://www.axa.ch/data-protection).

General Insurance Conditions (GIC)

Part A Policyholder and insureds

A1 Scope of the contract

- A1.1** The policyholder is Car for You AG, Badenerstrasse 567, 8048 Zurich.
- A1.2** Insureds are deemed to include all natural persons resident in Switzerland or the Principality of Liechtenstein who buy a vehicle through Car for You and who are entitled to join the group insurance policy under the policyholder's conditions.
- A1.3** The insureds are insured solely in their capacity as private motor vehicle purchasers.

A2 Insured benefits

In the event of an insured legal case, AXA-ARAG covers the following services and costs up to a maximum of the sum insured set out in section A2.3:

A2.1 Insured services

- A2.1.1** The **processing** of the legal case and **representation** by AXA-ARAG;
- A2.1.2** Legal advice: Providing legal advice in the insured areas of law. Legal advice is provided exclusively by AXA-ARAG.

A2.2 Insured costs

- A2.2.1** **Attorney fees** for a legal representative mandated as agreed with AXA-ARAG and with prior approval of the fees;
- A2.2.2** The **cost of necessary expert opinions** obtained with the approval of AXA-ARAG or by the instruction of a court;
- A2.2.3** **Cost of proceedings** of state courts and authorities that are imposed on the insured;
- A2.2.4** **Indemnification of the costs of the opposing party** for its legal expenses imposed on the insured by a court;
- A2.2.5** **Debt collection costs** for the collection of the claims owed to the insured under an insured legal case – until a certificate of shortfall or bankruptcy warning is presented;
- A2.2.6** **Arbitration court and mediation costs** billed to the insured from proceedings approved by AXA-ARAG;
- A2.2.7** **Interpreter fees** of up to CHF 5,000 for legal cases relating to incidents abroad;
- A2.2.8** Necessary **travel expenses** of up to CHF 5,000 for trips to court hearings abroad.

A2.3 The sum insured per legal case is CHF 300,000.

A2.4 Multiple legal disputes arising from the same cause and/or the same triggering event, or which are directly or indirectly related to such cause or event, constitute one single legal case.

A2.5 **For each legal case, the benefits for all insureds are cumulated up to the limit of the sum insured. The sum insured is paid out no more than once.**

A2.6 If several legal protection insurance contracts are in effect for the same legal case and if extended coverage is in place, AXA-ARAG covers only the amount that exceeds such extended coverage.

A2.7 Coverage does not include the following costs:

- A2.7.1** fines, contractual penalties, and other payments of a punitive nature;
- A2.7.2** damages and compensation for pain and suffering;
- A2.7.3** costs that have to be borne by a liable party or a liability insurer. The insured must refund any amounts of this nature that AXA-ARAG has paid;
- A2.7.4** the cost of public notifications, entries in and deletions from public registers, checks, and authorizations of all kinds;
- A2.7.5** the cost of medical examinations, analyses, and tests to establish if the person is fit to drive and capable of driving;
- A2.7.6** the fees and costs of proceedings before supranational or international courts and authorities;
- A2.7.7** the cost of the enforcement of measures that are futile from a legal or factual perspective, time-barred claims, and of claims against overindebted trading companies.

A2.8 Buyout of claim

AXA-ARAG is entitled to exempt itself from its obligation to indemnify by compensating the material interests of the dispute.

A3 Insured legal case

A3.1 The insurance covers the safeguarding of the legal interests of the insured in disputes arising from the purchase contract with the vendor relating to the vehicle purchased through Car for You. AXA may reject the application. Any provisional insurance coverage that may be in place ends three days after notice of such rejection is received by the applicant. In this case, the applicant will owe the *pro rata* premium for the period of coverage.

A4 Exclusions

A4.1 **The insurance does not cover** the safeguarding of the insured's legal interests:

A4.1.1 from areas that are not listed as insured;

A4.1.2 against AXA-ARAG and against lawyers and experts commissioned in an insured legal case. However, the insurance does cover the safeguarding of legal interests against other AXA Group companies;

A4.1.3 in direct or indirect connection with felonies of which the insured is accused during criminal proceedings – including the consequences thereof that fall under civil or administrative law;

A4.1.4 when defending against non-contractual claims for damages and compensation for pain and suffering brought by third parties;

A4.1.5 in connection with claims and liabilities that have been assigned to the insured or transferred to him or her by virtue of inheritance law or in some other way;

A4.1.6 Legal disputes between Car for You and insureds, and among persons insured under this contract, are also **not covered**.

A5 Duration of insurance coverage

A5.1 Coverage for the individual insured begins when the vehicle is purchased through Car for You during the term of the group insurance contract between AXA-ARAG and Car for You.

A5.2 Coverage ends for the individual insured

- 12 months after the vehicle was purchased, even if the group insurance contract between AXA-ARAG and Car for You has been terminated in the meantime;
- when the insured relocates their civil-law residence abroad.

A5.3 Insurance coverage is valid for legal cases arising during the term of the insurance protection. The legal case is deemed to have arisen when the actual or alleged breach of contractual obligations first takes place.

A5.4 No legal protection exists if the need for legal assistance is reported to AXA-ARAG more than 12 months after the vehicle purchase.

A6 Territorial scope

A6.1 Coverage applies in Switzerland, the Principality of Liechtenstein, and member states of the EU/EFTA.

A6.2 Legal disputes are covered by the insurance in the states where it is territorially valid as per the territorial scope if their courts are cumulatively

- responsible for assessing such disputes,
- the law of the country in question applies, and
- the judgment can be executed.

Part B

Subject of the insurance

B1 Reporting a legal case

B1.1 Legal cases for which an insured wishes to claim benefits can only be reported to Car for You, which will immediately forward the report to AXA-ARAG with confirmation that the party submitting the case is an insured.

B1.2 If you are in breach of any duties to provide information or rules of conduct, AXA-ARAG may reduce or deny its benefits. This step will not be taken if, under the circumstances, the breach was beyond the insured's control or if the insured can prove that the legal case did not arise as a result of it and that the amount of the benefits owed was not affected.

B1.3 The insured must obtain AXA-ARAG's approval before initiating legal proceedings for which coverage is sought or before retaining a legal representative.

B2 Processing a legal case

B2.1 **Cooperation:** After a legal case has been reported, the insured must provide AXA-ARAG with all the necessary information and powers of attorney.

B2.2 **Procedure:** After examining the legal situation, AXA-ARAG will discuss the next steps with the insured. AXA-ARAG will then conduct negotiations for the insured with a view to reaching an amicable settlement. If negotiations fail, AXA-ARAG will decide on the next steps to be taken and determine whether initiating proceedings is appropriate.

B2.3 **Retaining a lawyer:** AXA-ARAG will decide whether or not it is necessary to retain a lawyer.

B2.3.1 AXA-ARAG will recommend a suitable lawyer to the insured.

B2.3.2 The insured mandates and grants power of attorney to the lawyer. The insured releases the lawyer from the attorney-client privilege vis-à-vis AXA-ARAG. Furthermore, the insured obligates the lawyer to keep AXA-ARAG informed about developments in the case and to provide it with the necessary information and documents so that it can reach its decisions.

B2.4 **Free choice of lawyer:** The insured is entitled to retain a lawyer of his or her choice with the approval of AXA-ARAG if:

B2.4.1 legal representation is mandatory in connection with court or administrative proceedings (lawyers' monopoly);

B2.4.2 there is a conflict of interests, i.e. the opposing party to the insured is an AXA Group company (except for AXA-ARAG) or the legal case is one in which AXA-ARAG is required provide coverage for the opposing party as well.

B2.4.3 If no agreement can be reached on whom to mandate as the legal representative, AXA-ARAG will choose one of three legal representatives suggested by the insured. These legal representatives may not work for the same law firm or partnership of lawyers, nor may they be connected in any other way.

B2.5 **Commitment to provide cost coverage:** AXA-ARAG can define a period for its coverage confirmation in respect of benefits in accordance with A2.2, impose conditions or include restrictions, or limit coverage to a particular stage of proceedings or a specific amount. The insured's notification to the lawyer that a commitment to provide cost coverage has been provided does not constitute a request for debt assumption.

B2.6 **Settlements:** AXA-ARAG will assume obligations arising from a settlement at its expense only if it has approved the settlement.

B2.7 **Indemnification of the legal expenses of an opposing party:** Compensation for non-court costs and opposing party expenses awarded to the insured by a court or on an out-of-court basis must be assigned to AXA-ARAG up to the amount of the benefits paid by it.

B2.8 **Futility:** If AXA-ARAG refuses to indemnify because it considers a measure to be futile, it must immediately state the reason for the proposed solution in writing, and, in the event of a difference of opinion, inform the insured of the possibility of instituting proceedings. In this event, the insured is responsible for observing the deadlines for any appeals, forfeiture, and limitation periods.

B2.9 Procedure in the event of differences of opinion: If opinions differ on the measures required to settle a legal case, the insured is entitled to have the matter reviewed by an independent expert to be appointed jointly by the parties. Each party must advance half of the costs incurred; the losing party must ultimately assume all costs. No opposing party legal expenses will be paid. Unless the insured requests such a procedure within 20 days of having received the rejection, the decision is deemed to have been accepted. At the request of the insured, or if it proves impossible to reach an agreement on an expert, the judge, instead of an expert, must make the decision by means of summary proceedings at the Swiss registered office or domicile of one of the parties.

B2.10 Measures on own account: If the insured institutes legal proceedings at his or her own expense after the obligation to indemnify was rejected on the grounds of futility, AXA-ARAG will cover the costs incurred under the provisions of these GIC if the judgment proves to be more favorable to the insured than the solution that AXA-ARAG had set out and justified in writing or the result of arbitration proceedings.

B2.11 Restrictions and liability exclusions: Outside of Europe, AXA-ARAG may indemnify through an external claims adjuster or limit its payment to reasonable costs. AXA-ARAG accepts no liability of any sort in connection with the selection and instruction of a lawyer or interpreter or for any delayed information or late payments.

B3 Notifications

B3.1 All notifications sent to AXA-ARAG are legally binding if sent to the address that appears in the contract.

B3.2 Notifications from AXA-ARAG to Car for You and to insureds are legally binding if sent to the address in Switzerland most recently provided in writing.

B4 Duty to provide information

B4.1 Car for You informs the insureds of the scope of the insurance coverage as required by Art. 3 of the Swiss Insurance Contract Act (ICA). AXA-ARAG provides the necessary documents.

B4.2 Car for You issues the insureds with confirmation of insurance setting out the principal features of the group insurance contract.

B5 Applicable law and place of jurisdiction

B5.1 This contract is subject to Swiss law. Where insurance contracts are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence if they differ from the provisions set out herein.

B5.2 The exclusive place of jurisdiction for disputes brought against AXA-ARAG is the court at the party's registered office or residence in Switzerland. If the insured is not a Swiss or Liechtenstein resident, the place of jurisdiction is Zurich.

