

Standard Terms of Insurance (STI)

Helvetia private customers insurance

Legal protection

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The original German wording governs the legal interpretation of this policy.

Legal protection insurance

The insurance covers	Where	Waiting period	Base event	Personal legal protection	Traffic legal protection	Unless listed separately in the STI, the policy does not cover claims
<p>Do you want to know how you are insured? The scope of benefits and sums insured are listed in your policy in accordance with your wishes.</p> <p>Where a single incident gives rise to multiple legal disputes, those disputes will be treated as a single legal protection claim or a single case.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <p>The explanation of terms must be used additionally to determine the insurance coverage.</p> </div>	Switzerland and the Principality of Liechtenstein Countries of the European Union and the EFTA All other countries			<p>B1 The protection of the legal interests of the insured person by the insurer;</p> <p>B2 Payment of:</p> <ul style="list-style-type: none"> ■ the cost of lawyers engaged on the insured person's behalf; ■ the cost of mediators engaged on the insured person's behalf; ■ the cost of experts; ■ procedural and court costs to be borne by the insured person, incl. clerical and judgement fees; ■ any compensation awarded to the counterparty; ■ any bail paid in order to avoid detention while awaiting trial. This benefit is paid in the form of an advance only and must be repaid to the insurer by the insured person; ■ travel expenses incurred as a result of being required to appear before a foreign court of law; ■ translation costs; <p>B3 The insured person must return any court or prevailing-party costs awarded to him/her to Coop Rechtsschutz up to the amount of the benefits paid.</p>	<p>C1 The protection of the legal interests of the insured person by the insurer;</p> <p>C2 Payment of:</p> <ul style="list-style-type: none"> ■ the cost of lawyers engaged on the insured person's behalf; ■ the cost of mediators engaged on the insured person's behalf; ■ the cost of experts; ■ procedural and court costs to be borne by the insured person, incl. clerical and judgement fees; ■ any compensation awarded to the counterparty; ■ any bail paid in order to avoid detention while awaiting trial. This benefit is paid in the form of an advance only and must be repaid to the insurer by the insured person; ■ travel expenses incurred as a result of being required to appear before a foreign court of law; ■ translation costs; <p>C3 The insured person must return any court or prevailing-party costs awarded to him/her to Coop Rechtsschutz up to the amount of the benefits paid.</p>	<p>A8 relating to any legal protection claims and characteristics not specifically named;</p> <p>A9 relating to cases arising before conclusion of the insurance contract or during the waiting period;</p> <p>A10 between persons insured under the same policy (exception: legal consulting for disputes arising from family law and cohabitation);</p> <p>A11 directly or indirectly related to the wilful commission of a criminal offence;</p> <p>A12 relating to intentionally caused legal protection cases or to resulting disputes and proceedings under civil and administrative law;</p> <p>A13 brought against lawyers, mediators, assessors or experts currently or previously working on a legal protection claim on behalf of an insured person covered by this policy;</p> <p>A14 in connection with claims that have been assigned to an insured person;</p> <p>A15 in connection with claims transferred to insured persons in their capacity as heirs;</p> <p>A16 in connection with warlike events or unrest, strikes and lockouts;</p> <p>A17 brought against Coop Rechtsschutz or its corporate bodies;</p> <p>A18 relating purely to debt collection;</p> <p>A19 relating to fines, monetary and contractual penalties;</p> <p>A20 relating to compensation and satisfaction;</p> <p>A21 relating to costs that a liable third party is obliged to assume;</p> <p>A22 relating to the cost of official certifications and registrations;</p> <p>A23 relating to the cost of permits, approvals and inspections required by the authorities;</p> <p>A24 in cases relating to owner-occupied properties consisting of more than three residential or commercial units or non-owner-occupied properties or holiday homes that are rented out for more than two months a year, the insured person is entitled to receive legal advice in accordance with section A7 (this shall not affect the provisions of supplementary insurance in accordance with A6).</p> <p>Where a single incident gives rise to multiple legal disputes, those disputes will be treated as a single legal protection claim or a single case.</p>
<p>A1 Basic insurance</p>						
<p>A1.1 The policy covers any legal disputes in which the insured persons may be involved as private individuals in their everyday private lives. Benefits for legal disputes as a pedestrian, cyclist or scooter rider, inline skater and similar, or a passenger of any kind of transport, contractual party, consumer of goods and services, patient, Internet user</p>						<p>The policy does not cover cases in connection with</p> <ol style="list-style-type: none"> a) a commercial activity or secondary employment on a self-employed basis involving an annual turnover of more than CHF 20,000; b) the acquisition, sale, pledging and letting of real estate and land, and the dissolution of joint ownership of such real estate or land; c) the insured person's capacity as a corporate body, legal representative or shareholder of a legal entity or partnership; d) tax and revenue law, church law, public construction and planning law and expropriation law; e) debt and bankruptcy law in relation to an insured person's assets; f) securities, financial and investment transactions, guarantees as well as gaming and betting; g) aircraft, to the extent that official qualifications are required to pilot them; h) motor vehicles and watercraft; i) administrative procedures (e.g. education authorities, social services); j) breaches of the insured person's privacy which are recognizable to third parties; k) family law, cohabitation, inheritance law. <p>However, in the above cases the legal consulting in the services product pursuant to Art. A7 applies.</p>
<p>A1.1.1 Assertion of non-contractual claims for damages from the person who caused the damage or from his/her liability insurer and from victim support</p>	■ ■ ■	None	Date on which the damage was caused	In accordance with the policy		<p>The insurance does not cover the defence of the insured person against claims for damages or the enforcement of pure financial losses (in the absence of associated bodily injury or property damage).</p>
<p>A1.1.2 Criminal and administrative proceedings against an insured person</p>	■ ■ ■	None	Time of the unlawful act	In accordance with the policy		<p>If the insured person is investigated for a premeditated offence, costs will only be covered in the event of an acquittal or if the case is dropped.</p>

The insurance covers	Where	Waiting period	Base event	Personal legal protection	Traffic legal protection	Unless listed separately in the STI, the policy does not cover claims
	CH/FL EU/EFTA other					
A1.1.3 Lawyer in attendance during initial investigations following arrest for a premeditated offence	■ ■ ■	None	Time of the unlawful act	CHF 1'000 B4 The insured person can immediately consult a lawyer for initial advice. If convicted, the insured person must refund these costs.		
A1.1.4 Legal dispute with an insurance company, health insurance fund or pension fund	■ ■ ■	3 months The waiting period does not apply in connection with an accident	Date of the occurrence triggering the claim against the insurance company, health insurance fund or pension fund; failing that: the date of the notification triggering the dispute	In accordance with the policy		
A1.1.5 Legal dispute as a patient in relation to doctors, dentists, hospitals or other medical service providers	■ ■ ■	3 months	Time of the event triggering the dispute	In accordance with the policy		
A1.1.6 Legal disputes arising from all other contracts, unless excluded elsewhere or insurable via supplementary insurance	■ ■ ■	3 months	Time of the event triggering the dispute	In accordance with the policy		
A1.1.7 Legal disputes as a victim of cyber-crime (cyber-bullying, threats, coercion, blackmail)	■ ■ ■	None	Time of the event triggering the dispute	10% the sum insured specified in the policy B5 In addition, the cost of hiring a specialized service provider to delete Internet content which breaches privacy is paid up to CHF 1,000.		
A1.1.8 Legal disputes as a victim of credit card fraud, phishing, hacking, skimming	■ ■ ■	None	Time of the event triggering the dispute	10% the sum insured specified in the policy B6 If legal assistance fails to remedy the matter within 180 days of the claim being reported, the cost of the financial loss incurred as a result of the unauthorized purchase/sale by third parties will be paid up to CHF 1,000.		
A1.1.9 Legal disputes arising from infringement of copyright, name and trademark rights	■ ■ ■	None	Time of the event triggering the dispute	10% the sum insured specified in the policy; CHF 1,000 if the breach is committed by the insured person		No legal protection is granted if the insured person has engaged in domain name grabbing

The insurance covers	Where			Waiting period	Base event	Personal legal protection	Traffic legal protection	Unless listed separately in the STI, the policy does not cover claims
	CH/FL	EU/EFTA	other					
A2 Supplementary traffic insurance								
A2.1	Legal protection claims as an owner, holder, driver or renter of motor vehicles and watercraft							<p>The policy does not cover cases in connection with</p> <p>a) the recovery of a driving licence; b) participation in competitions, races or trainings; c) insured vehicles used for the paid transport of persons or the driving school; d) aircraft.</p> <p>However, in the above cases the legal consulting in the services product pursuant to Art. A7 applies.</p>
A2.1.1	■	■	■	None	Date on which the damage was caused		In accordance with the policy	The insurance does not cover the defence of the insured person against claims for damages or the enforcement of pure financial losses (in the absence of associated bodily injury or property damage).
A2.1.2	■	■	■	None	Time of the unlawful act		In accordance with the policy	If the insured person is investigated for a premeditated offence, costs will only be covered in the event of an acquittal or if the case is dropped.
A2.1.3	■	■	■	None	Time of the unlawful act		CHF 1'000 C4 The insured person can immediately consult a lawyer for initial advice. If convicted, the insured person must refund these costs.	
A2.1.4	■	■	■	None	Date of the occurrence triggering the claim against the insurance company, health insurance fund or pension fund; failing that: the date of the notification triggering the dispute		In accordance with the policy	
A2.1.5	■	■	■	3 months	Time of the event triggering the dispute		In accordance with the policy	
A3 Supplementary work insurance								
A3.1	Legal protection claims as an employee in the work area							<p>The policy does not cover cases in connection with</p> <p>a) professional sportsmen and trainers</p> <p>However, the legal consulting in the services product pursuant to Art. A7 applies.</p>
A3.1.1	■	■	■	None	Time of the unlawful act		In accordance with the policy	If the insured person is investigated for a premeditated offence, costs will only be covered in the event of an acquittal or if the case is dropped.
A3.1.2	■	■	■	3 months	Time of the event triggering the dispute		In accordance with the policy	If the amount in dispute exceeds CHF 150,000, only a proportion of the external costs will be covered, based on what percentage of the amount in dispute CHF 150,000 accounts for. The amount in dispute is determined by the total claim and not by any permissible partial claims.
A4 Supplementary rent insurance								
A4.1	Legal protection claims as an apartment/property tenant							
A4.1.1	■	■	■	3 months	Time of the event triggering the dispute		In accordance with the policy	
A4.1.2	■	■	■	3 months	Time of the event triggering the dispute		1% of the sum insured specified in the policy	

The insurance covers	Where	Waiting period	Base event	Personal legal protection	Traffic legal protection	Unless listed separately in the STI, the policy does not cover claims
	CH/FL EU/EFTA other					
A5 Supplementary owner-occupied residential property insurance						
A5.1 Legal protection claims as the owner of an owner-occupied apartment/property						The policy does not cover cases in connection with a) the acquisition, sale and pledging of real estate and land, and the dissolution of joint ownership of such real estate or land; b) in cases relating to owner-occupied properties consisting of more than three residential or commercial units or non-owner-occupied properties or holiday homes that are rented out for more than two months a year, the insured person is entitled to receive legal advice in accordance with section A7. However, in the above cases the legal consulting in the services product pursuant to Art. A7 applies.
A5.1.1 Assertion of non-contractual claims for damages from the person who caused the damage or from his/her liability insurer in connection with damage to the property referred to	■ ■ ■	None	Date on which the damage was caused	In accordance with the policy		The insurance does not cover the defence of the insured person against claims for damages or the enforcement of pure financial losses (in the absence of associated bodily injury or property damage).
A5.1.2 Legal disputes arising from an assignment (as principal) or a work contract (as the ordering party)	■ ■ ■	3 months	Time of the event triggering the dispute	As stated in the policy, or 1% of the sum insured for construction projects subject to planning permission		In cases related to construction projects requiring a permit, the sum insured is provided once in total.
A5.1.3 Legal disputes arising from a tenancy agreement brought by the landlord against the tenant	■ ■ ■	3 months	Time of the event triggering the dispute	1% of the sum insured specified in the policy		
A5.1.4 Civil disputes with direct neighbours relating to pollution or boundaries	■ ■ ■	3 months	Time of the event triggering the dispute	1% of the sum insured specified in the policy		
A5.1.5 Civil disputes over ownership, possession or other rights in rem	■ ■ ■	3 months	Time of the event triggering the dispute	1% of the sum insured specified in the policy		
A5.1.6 Public building or planning law: Disputes arising in connection with building rights relating to an insured or directly adjacent property	■ ■ ■	3 months	Date of first announcement or date of application for building permission	1% of the sum insured specified in the policy		
A6 Supplementary non-owner-occupied residential property insurance						
A6.1 Legal protection claims as the owner of a non-owner-occupied apartment/property						The policy does not cover cases in connection with a) the acquisition, sale and pledging of real estate and land, and the dissolution of joint ownership of such real estate or land. However, the legal consulting in the services product pursuant to Art. A7 applies.
A6.1.1 Assertion of non-contractual claims for damages from the person who caused the damage or from his/her liability insurer in connection with damage to the insured properties	■	None	Date on which the damage was caused	In accordance with the policy		The insurance does not cover the defence of the insured person against claims for damages or the enforcement of pure financial losses (in the absence of associated bodily injury or property damage).
A6.1.2 Legal dispute with an insurance company in connection with the insured properties	■	3 months	Date of the occurrence triggering the claim against the insurance company; failing that: the date of the notification triggering the dispute	In accordance with the policy		
A6.1.3 Legal disputes arising from an assignment (as principal) or a work contract (as the ordering party)	■	3 months	Time of the event triggering the dispute	As stated in the policy, or 10% of the sum insured for construction projects subject to planning permission		In cases related to construction projects requiring a permit, the sum insured is provided once in total.
A6.1.4 Legal disputes arising from a tenancy agreement brought by the landlord against the tenant	■	3 months	Time of the event triggering the dispute	10% of the sum insured specified in the policy		
A6.1.5 Civil disputes with direct neighbours relating to pollution or boundaries	■	3 months	Time of the event triggering the dispute	10% of the sum insured specified in the policy		
A6.1.6 Civil disputes over ownership, possession or other rights in rem	■	3 months	Time of the event triggering the dispute	10% of the sum insured specified in the policy		
A6.1.7 Public building or planning law: Disputes arising in connection with building rights relating to an insured or directly adjacent property	■	3 months	Date of first announcement or date of application for building permission	10% of the sum insured specified in the policy		

The insurance covers	Where	Waiting period	Base event	Personal legal protection	Traffic legal protection	Unless listed separately in the STI, the policy does not cover claims
	CH/FL EU/EFTA other					
A7 Legal consulting						
A7.1 legal consulting (in accordance with the policy) services product				B7 The insured person is entitled to one consultation per calendar year. This entitlement applies once per legal dispute.	C5 The insured person is entitled to one consultation per calendar year. This entitlement applies once per legal dispute.	
A7.1.1 Legal consulting insurance for all other legal disputes	■ ■ ■	None	Date on which advice was required	in accordance with the policy services product		

Duration of application

D1 The period of insurance cover is determined by the date on which the trigger event occurs. Legal protection is provided only where the trigger event occurs after commencement of the insurance contract or after expiry of the waiting period. Trigger events and waiting periods are set out in the tables.

Explanation of terms

Contractual disputes often arise because both contracting parties use one and the same term, but make different associations with this term. We will therefore explain the most important expressions here in alphabetical order.

Administrative proceedings	Proceedings before the driver and vehicle licensing office in connection with the withdrawal of a driving licence or the issuing of a warning.
Bodily injury	Physical injury.
Construction projects requiring approval	All work carried out under legislation governing contracts or work and services which relates to the construction, conversion or demolition of a building and requires official approval.
Cyber-Mobbing	Forms of defamation, harassment, intimidation, coercion, threats, blackmail, libel, insults or slander directed towards other people or companies by electronic means via the Internet, chat rooms, instant messaging services and/or mobile phones. This includes the theft of (virtual) identities in order to make libellous statements or execute transactions in another person's name.
Domain-Name-Grabbing	A person registers a domain name that is identical to a known trademark so as to prevent the true owner of the trademark from using the domain name for its web presence.
Hacking	Unauthorized access to an IT system.
Insured vehicles	The following vehicles and trailers are insured under supplementary traffic insurance pursuant to A2: a) Motor vehicles (including replacement vehicles) registered in the name of an insured person b) Watercraft registered in the name of an insured person c) motor vehicles rented or leased by an insured person
Insurer	Insurer: Coop Rechtsschutz AG, Entfelderstrasse 2, 5001 Aarau (T +41 62 836 0057). You can send communications directly to this address or to Coop Protection Juridique SA, avenue de Beaulieu 19, 1004 Lausanne (T +41 21 641 6120).
Lawyer in attendance during initial investigations	Under the Criminal Procedure Code (Strafprozessordnung, StPO) a person charged with an offence is already entitled to appoint a lawyer when first interrogated by police.
Non-contractual compensation claims	There is no contractual relationship between the two parties. The case involves damage caused for which one person is responsible and liable.
Other contractual disputes	Disputes arising from contracts not explicitly mentioned, such as a travel contract, leasing contract, loan contract, service contract, subscription.
Other rights in rem	This refers to easements and land charges such as spring rights, rights of way and rights of use.
Persons insured	Depending on what is agreed in the policy, the insurance covers the policyholder (one-person household) or the policyholder and all persons cohabiting with the policyholder (multi-person household). The insurance also covers: Under-age children who do not live in the household or who are registered at another location, for as long as they are in the care of the insured person. One-person household: The insurance covers the policyholder. If the policyholder enters into a relationship (marriage, cohabitation), the scope of the insurance cover shall increase to that of a multi-person household. This expanded insurance cover expires if Helvetia is not informed of the relationship in writing or any other text form within one year of the change. The policyholder must pay Helvetia the premium for multi-person household cover as of the next due date after the start of the relationship. Multi-person household: The insurance covers the policyholder and all persons sharing the household with him/her on a permanent basis. The deciding factor is that the persons are officially resident at this location (e.g. certificate of residence, registration). According to motor legal protection section A2, the following persons are also insured: a) Driver of the insured vehicles or watercraft b) Passengers in the insured vehicles c) Passengers of a motor vehicle or watercraft rented by an insured person
Phishing	Obtaining sensitive data such as user names or passwords by using e-mails sent at random or bogus websites to trick the victims into providing the data themselves.
Premeditated offence	A criminal offence committed intentionally.
Property damage	Damaged item, damaged goods.
Purely financial losses	Damage resulting only in a financial loss.

Skimming	Spying in order to obtain the data from bank cards, credit cards, postal account cards or customer cards.
Sum of insurance	For each legal case, the benefits for all insured persons combined are provided within the framework of the sum insured.
Waiting period	The waiting period applies once as of the actual inception of the insurance and runs for 3 months. For incidents relating to legal protection which occur after this period, the insured person can claim the contractually agreed benefits.

