KPT, Postfach, CH-3001 Bern
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Internet Legal Protection Insurance (IR/IRC)

General Insurance Conditions (GIC)
Issue 01.2022

Contract

Purpose *IR Art. 1*
Internet legal protection insurance is a form of cover that is provided automatically and free of charge to anyone with an online contract with KPTand which is also available to insured persons who do not have an online contract with KPT subject to explicit arrangement and the payment of premiums.
The insurer is Coop Rechtsschutz AG, headquartered in Aarau.

Scope and duration *IR Art. 2*
You are insured if you have an active online contract or supplementary internet legal protection insurance with KPT Krankenkasse AG or KPT Versicherungen AG at the time of the underlying event. The time of the underlying event is understood to mean the date on which the event that prompted the dispute occurred. Upon termination of the online contract with KPT or supplementary internet legal protection insurance, this internet legal protection insurance will also expire; that is, on the same date that the respective contract with KPT expires.

Benefits

Overview *IR Art. 3*
Coop Rechtsschutz grants the following benefits for the cases below (exhaustive list):
- Protection of your legal interests by the insurer's legal service.
- Payment of up to CHF 50,000 per case
  - Costs of the appointed lawyer
  - Mediation costs
  - Costs of the appointed expert
  - Procedural costs and court fees that are payable by you
  - The legal compensation payable to the other party
  - Special costs listed under the insured events.

Insured events *IR Art. 4*
The following legal protection cases are insured, provided that they relate to private use of the internet and concern your own personal interests:

Litigation relating to contracts entered into over the internet.
- In the case of insurance contracts, the benefits are limited to disputes relating to the conclusion of the contract.
- In the case of contracts relating to the sale of real estate and contracts relating to time shares, the insured person will only be entitled to claim up to CHF 500 in legal advice.
- The minimum litigation value is CHF 200.

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- Where legal support for cases of non-delivery or fraud yields no success within 60 days of the claim notification, the insurer will cover purchase costs of up to CHF 1,000. A maximum of two claims per calendar year are insured.

Litigation as a victim of online credit card abuse.
Litigation as a victim of phishing and hacking (account abuse).

- Where legal support yields no success within 60 days of the claim notification, the insurer will cover costs of up to CHF 1,000 arising as a result of an unauthorised purchase or sale by third parties involving a loss of funds from the victim's account (pecuniary loss). A maximum of two claims per calendar year are insured.

Litigation relating to cyber bullying against an insured person.

- The insurer will also cover costs of up to CHF 1,000 for a specialised service provider to erase privacy-infringing internet content. A maximum of two claims per calendar year are insured.

Litigation relating to threat, coercion or extortion against an insured person.

- The insurer will also cover costs of up to CHF 1,000 for a specialised service provider to erase privacy-infringing internet content. A maximum of two claims per calendar year are insured.

Litigation relating to infringement of copyright, name rights and trademark rights (active and passive copyright protection).

- A benefit limit of CHF 1,000 applies for cases of passive copyright protection (copyright infringement committed by the insured person).
- Where you have registered an internet domain name that is identical to a known trademark with the intent of preventing the affected trademark owner from using this internet address for their own website (domain name grabbing), no legal protection will be provided.

Uninsured events and costs *IR Art. 5*
No legal protection will be provided in cases:

- Where the underlying event occurred before conclusion of the collective agreement or before the insured person registered for online access or before the supplementary internet legal protection insurance was concluded
- That are not expressly listed in IR Art. 4
- Related to your main or part-time occupation or employment
- Opposing Coop Rechtsschutz, its governing bodies or representatives
- Relating to a deliberate criminal offence or a deliberately caused legal protection case
- Relating to investment transactions
- Relating to assigned receivables.

No cover is provided for:

- Fines
- Compensation for damages
- Costs payable by a liable third party.

Processing *IR Art. 6*
After consulting with you, the insurer will take appropriate action to safeguard your interests.
If the appointment of a lawyer should prove necessary, especially for court or administrative proceedings or in the event of a conflict of interests, you may propose a lawyer of your choice. If the insurer disagrees with this choice, you are entitled to propose three more lawyers, one of whom must be accepted.
If there are no valid grounds for a change of lawyer, the costs incurred will be payable by you.

Differences of opinion *IR Art. 7*
Should you disagree on the next steps, especially if the insurer considers the case to have no prospects of success, arbitration proceedings will be initiated at your request. The individual appointed as arbitrator must be approved by both parties. The proceedings will be governed by the arbitration provisions in the Swiss Civil Procedure Code (CPC). If you are litigating at your own expense, the contractual benefits will be provided if the outcome of the main proceedings is more favourable than indicated by the insurer's assessment.

Assignment *IR Art. 8*
Any costs and party compensation awarded to you must be assigned to the insurer.

Data protection *IR Art. 9*
The processing of personal data is indispensable for the insurance business. The provisions of the Federal Act on Data Protection and the Ordinance on Data Protection apply to the processing of personal data. In the event of a claim, Coop Rechtsschutz will obtain the necessary consent on the claim form, if required. During the contract term, data processing is required when a claim is reported. For the clarification of facts, it may be necessary to address enquiries to and exchange personal data with third parties (including KPT to clarify the insurance cover and additional insurance providers to clarify cover and coordinate case processing).
Coop Rechtsschutz keeps collected data in electronic and paper form. It is protected against unauthorised access in accordance with data protection legislation. The data will only be stored to the extent necessary in accordance with legal provisions. You have a legal right under data protection legislation to request information from Coop Rechtsschutz about the nature and scope of the data collected and processed about you. You are also entitled to request the erasure of erroneous data.

Obligations

Obligation to cooperate and notify the insurer *IR Art. 10*
All communications to Coop Rechtsschutz must be sent to its head office in Aarau or to a branch office (info@cooprecht.ch).
The insurer must be notified immediately of any legal protection case that arises, at the insurer's request in writing (by post or e-mail).
You are required to support the insurer with processing the legal protection case, provide the necessary

authorisations and information, and pass on any communications intended for the insurer, from authorities in particular, without delay. In the event of a culpable breach of these obligations, the insurer may reduce its benefits unless you can prove that the breach had no influence on the occurrence of the feared event or the scope of the benefits payable. In the event of a gross breach, benefits may be refused.

Duration and cancellation *IR Art. 11*
The contract will last for at least one year, ending on 31 December. The contractual relationship will be extended automatically for a further year.
You may cancel a contract with premiums under observance of a 3-month notice period to the end of a calendar year. Your cancellation is deemed to have been made in good time if it is received by us in writing or in another form that provides textual proof before the end of the notice period, by 30 September at the latest. Statutory cancellation terms apply to contracts exceeding three years.

Adjustments *IR Art. 12*
The premium can be adjusted annually based on claims experience. We will notify you of the new premium by 31 October, giving you the option of cancelling the contract by 30 November in writing or another form (received by us) that provides textual proof.

Administration

Address of the insurer *IR Art. 13*
Coop Rechtsschutz AG, Entfelderstrasse 2, CH-5001 Aarau (tel. +41 (62) 836 00 00) is the nominated insurer and agrees to provide the insured benefits as set out above.

Bern, 1 July 2021
KPT Versicherungen AG