

Special Terms and Conditions for Legis^{sana+} legal protection insurance for patients

LS

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The following provisions are subject to the General Terms and Conditions for Supplemental Health and Accident Insurance (CGC), whose edition is specified in the insurance policy.

Art. 1 Risk-bearing insurer

The risk-bearing insurer of the legal protection insurance for patients (hereinafter "the insurance") is Groupe Mutuel Assurances GMA SA (hereinafter "GMA SA").

Art. 2 Claims management company

GMA SA has entrusted the management of claims to Dextra Legal Protection Ltd, Hohlstrasse 556, 8048 Zurich (hereinafter "Dextra").

Art. 3 Eligibility

Any natural person domiciled in Switzerland may apply for insurance coverage.

Art. 4 Beginning of coverage, duration and termination of the contract

1. The insurance contract is valid from the effective date specified on the insurance policy.
2. The insurance is taken out for at least one insurance period in accordance with Art. 12 CGC. It is then automatically renewed from calendar year to calendar year.
3. At the end of an insurance period, the policyholder or GMA SA may terminate the contract with effect from the end of a calendar year by giving three months' notice.
4. As soon as the insured person no longer fulfils the conditions set out in Art. 3, the contract is terminated.
5. After each claim for which a benefit is paid, the policyholder has the right to withdraw from the contract within 10 days of being informed of the settlement of the claim. If the

policyholder withdraws from the contract, the insurance will cease to have effect 14 days after notification of withdrawal to GMA SA. GMA SA retains its entitlement to the premium for the current insurance period if the insured person terminates the contract during the year following the beginning of the insurance coverage. In all other cases, the premium is due only until the end of the contract.

6. Derogating from Art. 13 CGC, after each claim for which a benefit is provided, GMA SA may withdraw from the contract at the latest upon payment of the claim. If GMA SA withdraws from the contract, the insurance will cease to have effect 14 days after notification of withdrawal by GMA SA.

Art. 5 Qualities and risks insured

1. The insured person is covered as a patient, party to a contract or beneficiary of medical or therapeutic care (provided by doctors, dentists, surgeons, physiotherapists, alternative medicine therapists, hospitals, clinics, etc.):
 - a. in the event of disputes relating to a breach of the law on data protection suffered by the insured person and concerning his health data;
 - b. for claims for damages in the event of a dispute related to an error in diagnosis, intervention or medical or therapeutic care, following:
 - illness;
 - maternity;
 - accident;
 - the intention to correct or eliminate physical defects or imperfections of an aesthetic nature;

- c. to assert product liability claims, where the defect of an auxiliary means used as part of medical treatment (instrument, appliance, implant, product, etc.) or the use of a medicine has caused damage.
2. Disputes are only insured if the activity of the service provider in connection with the dispute is approved by the competent health authorities of the country in which the medical treatment or care is provided.

Art. 6 Non-insured risks

Are not insured disputes relating to:

- a. psychiatric or psychotherapeutic treatments;
 - b. bariatric surgery carried out outside Switzerland, including surgery to treat the aesthetic after-effects of such surgery carried out abroad;
 - c. the following aesthetic procedures:
 - filling of the buttocks and/or lower limbs with fat or synthetic products;
 - breast augmentation using injections of synthetic products;
 - liposuction exceeding 5% of the insured person's body weight;
 - d. contesting fees or invoices.
- The following disputes are also excluded:
- e. in cases relating to crimes or misdemeanours intentionally committed or attempted by the insured person, as well as when the insured person participates in acts of war or terrorism;
 - f. in cases related to wartime events or unrest of any kind;
 - g. in cases involving ionising radiation or atomic energy;
 - h. with lawyers, experts, etc. commissioned in a case authorised by Dextra as well as disputes with Dextra;
 - i. with a Groupe Mutuel Holding SA company and/or the Fondation Groupe Mutuel and/or insurance companies linked to Groupe Mutuel Services SA by a service contract.

Art. 7 Subsidiarity

For the disputes referred to in Art. 5, para. 1, let. c (product liability), insurance cover only exists if the insured benefits do not have to be provided by another insurer.

Art. 8 Territorial validity

Subject to Art. 6 b), the insurance is valid worldwide.

Art. 9 Temporal validity

1. The insurance covers legal cases triggered by an event that occurred during the period of validity of the insurance contract, but only after the expiry of a non-availability period of three months from the date of entry into force of the insurance contract for disputes arising from cosmetic procedures.
2. For disputes arising from a contract, the date of the first alleged or effective breach of the contractual obligation is considered to be the decisive date.

Art. 10 Insured benefits

1. In addition to the legal assistance provided by Dextra, the insurance cover extends, for the insured risks and up to a maximum amount of CHF 500,000 per case in Switzerland or CHF 50,000 per case outside Switzerland, to payment of the following costs (exhaustive list):

- a. the costs and fees of lawyers and other legal representatives;
 - b. the costs of expert appraisals conducted by Dextra or the court;
 - c. legal costs and fees charged to the insured person;
 - d. legal compensation awarded to the opposing party and charged to the insured person;
 - e. travel costs incurred by the insured person in the event of being summoned as a party to legal proceedings. In the case of travel abroad, costs will be reimbursed if agreed in advance with Dextra;
 - f. the effective loss of income resulting from the journeys referred to in let. e. above;
 - g. the costs of collecting the compensation awarded to the insured person, until a provisional or definite loss certificate or a bankruptcy notice is issued. If such collecting proceedings take place outside Switzerland, these collection costs are covered up to a maximum of CHF 5,000.
2. Dextra is entitled to any contributions to costs obtained through legal proceedings or settlements, up to the amount of its services.

Art. 11 Non-insured costs

Payment of the following costs is not covered:

- a. damages;
- b. costs to be borne by a liable party or its insurer;
- c. costs to be borne by the insured person's civil liability insurer.

Art. 12 Notification of a case

After the occurrence or discovery of any event whose foreseeable consequences may affect the insurance, the insured person must notify Dextra as soon as possible. Notification options:

By post:	Dextra Legal Protection Ltd Hohlstrasse 556 8048 Zurich
By telephone:	044 296 64 61
By Internet:	www.dextra.ch/legis

Art. 13 Claims management

1. Dextra informs the insured person of his rights and takes all necessary steps to defend the insured person's interests.
2. The insured person shall provide Dextra with the necessary information and powers of attorney; in addition, he shall provide Dextra with all available documents and evidence.
3. When negotiations are conducted by Dextra, the insured person shall refrain from any intervention. The insured person will not assign any mandate, initiate any legal proceedings or conclude any transaction involving obligations for Dextra and/or GMA SA.
4. The insured person authorises Dextra to obtain and process the data required to settle legal cases. Dextra is also authorised to obtain any useful information from third parties and to consult official documents. If this is required to process the legal case, the data may be communicated to the third parties concerned or transmitted abroad. Dextra undertakes to process all information obtained in the strictest confidence.
5. The insured person authorises Dextra to use electronic means of communication such as email, fax, etc., to communicate

with the insured person and other parties, unless the insured person expressly forbids this. The risk of unauthorised third parties gaining access to transmitted data cannot be excluded. Dextra therefore accepts no liability for the receipt, reading, transmission, copying, use or manipulation by unauthorised third parties of information and data of any kind transmitted electronically.

Art. 14 Choice of a lawyer

1. At the insured person's request, and after having received Dextra's authorisation, the insured may choose a lawyer in the place of jurisdiction, if the intervention of a lawyer proves necessary in order to defend the insured person's interests, in particular when an external representative must be called in due to legal or administrative proceedings or in the event of conflicts of interest.
2. If Dextra refuses the proposed lawyer, the insured person may suggest three lawyers or law firms, one of which must be accepted by Dextra.
3. The insured person must release his lawyer from professional secrecy with regard to Dextra. The insured person authorises the lawyer to keep Dextra informed of the progress of the case and to make available to Dextra the main documents in the file.
4. If it proves necessary to hire a lawyer abroad, this lawyer will be appointed by mutual agreement between the insured person and Dextra.

Art. 15 Procedure in the event of a difference of opinion

1. In the event of a difference of opinion between the insured person and Dextra regarding the settlement of a legal case covered by the policy, Dextra will promptly give written reasons for the solution it proposes and inform the insured person of his right to have recourse, within 30 days, to the following arbitration procedure.
2. The insured person and Dextra shall jointly appoint a sole arbitrator. The sole arbitrator will decide based on a single exchange of written submissions and will charge the costs of the proceedings to the parties in accordance with the result. In the event of disagreement over the appointment of the sole arbitrator, the regulations of the Swiss Civil Procedure Code shall apply.
3. If, despite the refusal of benefits, the insured person takes legal action at his own expense and obtains a more favourable result than the solution proposed by Dextra or, where applicable, than the decision reached following the arbitration procedure, Dextra will pay, as part of the coverage granted by the contract, the costs arising from the insured person's initiative.

Art. 16 Breach of duty in the event of a claim

1. If the insured person is at fault for breaching his contractual or legal obligations, Dextra and GMA SA are entitled to reduce their benefits to the extent that the breach has resulted in additional costs.
2. If a mandate is given to a lawyer, legal proceedings are commenced or an appeal is lodged before Dextra has given

its authorisation, Dextra may refuse to cover the costs in full.

Art. 17 Change in premium rates

1. GMA SA may adjust the premium rate for the next insurance period.
2. GMA SA must inform the policyholder of the new premium at least 30 days before the expiry of the insurance period.
3. In the event of a premium increase, the policyholder has the right to terminate the insurance contract, with effect from the end of the current insurance period, within 30 days of receiving the policy or being notified of the increase. Termination must have been received by GMA SA within 30 days.
4. If the policyholder does not terminate the contract, the changes made to the premiums will be deemed to have been accepted.

Art. 18 Adjustment of the terms and conditions of insurance

1. GMA SA is entitled to unilaterally amend the special terms and conditions of insurance of Legis^{sana+}.
2. The new special terms and conditions of insurance apply to the policyholder and to GMA SA if they are amended during the period of validity of the insurance.
3. GMA SA will notify policyholders of any such changes at least 30 days before they come into force. If the policyholder does not accept the changes, he may terminate Legis^{sana+} insurance with effect from the date on which the adjustments take effect.
4. If the insurer does not receive a notice of termination within 30 days of receiving notification of the change, the new provisions are deemed to have been accepted.

Art. 19 Communications

1. The declarations and communications for which the insured person is responsible in connection with the management of the contracts must be sent in accordance with Art. 37 CGC.
2. The declarations and communications for which the insured person is responsible in connection with the handling of a claim must be sent to the postal or electronic addresses indicated on Dextra's official documents.
3. Communications from GMA SA are valid when sent to the last postal or electronic address indicated to GMA SA by the insured person.
4. Communications from Dextra are valid when sent to the last postal or electronic address indicated to Dextra by the insured person.

Art. 20 Processing of the insured person's personal data

1. The personal data of the person concerned is processed in accordance with the conditions described in the CGC and in the Groupe Mutuel Privacy Policy available on the website: www.groupemutuel.ch.
2. It is also specified that the personal and administrative data entered are required by the intermediary, GMA SA and Dextra to draw up an offer, to process the insurance application(s) in accordance with the LCA/VVG and the subsequent contract(s) and to manage claims. They will be used to assess

the risks to be insured, to process claims and for administrative, statistical and financial monitoring of the insurance(s) taken out, as well as for administrative and financial monitoring between the intermediary, GMA SA and Dextra and/or Groupe Mutuel Services SA, insofar as the latter has delegated certain insurance administration activities to GMA SA.

3. If necessary, GMA SA, Dextra and/or Groupe Mutuel Services SA reserve the right to transmit data to third parties involved in the execution of the contract in Switzerland and abroad, in particular to companies of Groupe Mutuel Holding SA.
4. Personal and administrative data is generally kept in electronic and/or paper and/or scanned form. It is kept for as long as required by law, the management of the insurance contract, claims, rights of recourse, debt collection, remuneration of the intermediary and/or any disputes between GMA SA, Dextra, the insured person, the intermediary or third parties.

Art. 21 Place of performance and jurisdiction

The place of jurisdiction for possible legal action against the Insurer is the address in Switzerland of the insured person or the headquarters of GMA SA.

Art. 22 Governing law

The provisions of the Federal Law on Insurance Contracts of 2 April 1908 and those of the Law on the Supervision of Health Insurance of 17 December 2004 and its Ordinance of 9 November 2005 on the Supervision of Private Insurance Companies also apply to this insurance.