



**FORTUNA  
GENERALI**

Policy no.

**Legal protection insurance master contract**

between

**Fortuna Legal Protection Insurance Company Ltd.**

Soodmattenstrasse 2

8134 Adliswil

(hereinafter referred to as "Fortuna")

**(Insurer)**

and

**(Name of the organization)**

**Represented by (name of the representative)**

**(Address of the organization)**

(hereinafter referred to as "Policyholder")

**(Policyholder)**

Advisor: Alexandre Brunet

Broker code: 47E2 / 29515

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## Table of contents

<b>A. INSURANCE MASTER CONTRACT</b>	<b>3</b>
Art. 1 Basis of the contract	3
Art. 2 Policyholder and Insured Persons	3
Art. 3 Commencement and duration of the contract	3
Art. 4 Tariffs and annual premium	3
Art. 5 Place of jurisdiction and applicable law	3
Art. 6 Safeguard clause	3
Art. 7 Authoritative version	4
<b>B. GENERAL POLICY CONDITIONS</b>	<b>4</b>
Art. 1 Insured risks	4
Art. 2 Duty of the Insured Person	4
Art. 3 Our insurance benefits	4
Art. 4 Exclusions from coverage	5
Art. 5 Direct indemnity in lieu of litigation	5
Art. 6 What to do in the event of a claim	5
Art. 7 Handling a claim	6
Art. 8 Procedure in the event of differences of opinion	6
Art. 9 Geographical scope	7
Art. 10 Data protection	7
<b>C. Annexes</b>	<b>7</b>
a) Provisions of the Federal Act on Insurance Contracts (VVG/LCA)	
b) Federal Act on the Supervision of Insurance Companies (VAG/LSA)	
c) Ordinance on the Supervision of Private Insurance Companies (AVO/OS)	
d) The Q&A available on the FICSA website (describes the risks and conditions for individual organizations)	

## A. INSURANCE MASTER CONTRACT

### Art. 1 Basis of the contract

The following form an integral part of this master contract: the insurance policy, the General Policy Conditions (GPC) below and the annexes, specifically the provisions of the Federal Act on Insurance Contracts (VVG/LCA), the Federal Act on the Supervision of Insurance Companies (VAG/LSA) and the Ordinance on the Supervision of Private Insurance Companies (AVO/OS).

### Art. 2 Policyholder and Insured Persons

The Policyholder is (**name of the member organization whose headquarters is based in Switzerland**). The insurance covers dues-paying members of this association/union. Every year, Fortuna shall receive from the policyholder an annual list of all insured members (hereinafter referred to as "Insured Persons").

### Art. 3 Commencement and duration of the contract

- a) The master contract shall commence on (**date**) ("Commencement Date") and shall be concluded for a duration of one year until its due date on 31 December of each year ("Annual Due Date").
- b) Subject to c) below, the master contract shall be tacitly renewed from year to year unless notice of termination is given by one of the parties.
- c) Notice of termination shall be given by registered letter at least three months before the Annual Due Date (by the end of September of each year), unless termination results from a change in tariff(s) referred to in Chapter A, Article 4, Paragraph b), in which case Notice of Termination may be given by registered letter at any time before the next Annual Due Date.

### Art. 4 Tariffs and annual premium

- a) **Tariffs:** The premium shall be calculated per Insured Person based on the annual list described in Art. 2. The amount of the premium is CHF 100 per Insured Person. The premium will be reduced to CHF 80 for all Insured Persons once the cumulative number of Insured Persons reaches 1'000.
- b) **Changes to tariffs:** The Insurer reserves the right to change the tariffs on the Annual Due Date specified in Chapter A, Article 3, Paragraph a) by giving at least three months' written notice to the Policyholder (by the end of September of each year).
- c) **Annual premium:** The provisional annual premium shall be paid annually and in advance, no later than 31 January of each year. Fortuna will send the invoice to the following address: (**name and address of the respective member organization**). The first provisional annual premium shall be calculated based on the total number of Insured Persons on the list provided by the policyholder before the Commencement Date.
- d) **Adjustment of the annual premium:** New persons who join during the insurance year shall be insured automatically. The annual premium shall be adjusted retroactively each year to reflect the number of insured employees according to the list of names submitted to Fortuna by the policyholder. This list must be provided 30 days before the Annual Due Date (by the end of November of each year) and shall serve as the basis for calculating the provisional annual premium for the following contractual year. If the number of Insured Persons according to the list provided is lower than the number declared at the beginning of the year, Fortuna shall issue a credit note to the policyholder (final premium invoice). If the number of Insured Persons is higher than the number declared at the beginning of the year, the annual premium for the insurance year will be increased and invoiced by Fortuna (final premium invoice).

### Art. 5 Place of jurisdiction and applicable law

The parties have elected the courts of the canton of Geneva as the place of jurisdiction for all claims and disputes arising in connection with this contract. Swiss law shall apply exclusively.

### Art. 6 Safeguard clause

If one or more clauses are invalid, the validity of the remaining clauses of this contract shall remain valid. The applicable Swiss supplementary law shall then replace the invalid clause.

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## Art. 7 Authoritative version

This master contract has been drawn up in English and only the English version is authoritative. The French version is provided for information purposes only.

## B. GENERAL POLICY CONDITIONS

### Art. 1 Insured risks

Fortuna shall defend the legal interests of Insured Persons in the event of employment disputes or grievances arising in the context of their professional activity within the **(name of the respective member organization)**. Insurance coverage shall apply exclusively to the following areas (exhaustive list):

- a) Informal negotiations of employment disputes or grievances, or disputes or grievances concerning the United Nations Joint Staff Pension Fund.
- b) Formal employment disputes or grievances, or formal disputes or grievances concerning the United Nations Joint Staff Pension Fund (accident, disability, illness), brought before the internal justice bodies of the organization or authorities of the subject international organization or of the United Nations Joint Staff Pension Fund.
- c) Disputes brought before the tribunals/courts of the United Nations or the International Labour Organization Administrative Tribunal (ILOAT). The coverage applies to UN jurisdictions. These sessions are largely held in Geneva.

### Art. 2 Duty of the Insured Person

#### Conflict prevention and internal conflict resolution procedures

Before initiating a formal dispute or grievance, the Insured Person is required to have initially attempted to resolve informally the dispute or grievance by using an alternative means of resolution made available to staff (such as an ombudsman, negotiation with the internal authority, internal mediator etc.) and to have consulted the President of the Staff Association/Union of **(name of the organization)** (or his or her designated alternate). Documentary evidence of the Insured Person's attempt to resolve the dispute or grievance informally must always be submitted to Fortuna when a case is filed. The policyholder shall keep the records of Insured Persons who have come for consultation in a password-protected document and make this file available to the Insurer for consultation.

### Art. 3 Our insurance benefits

#### Para. 1 Informal negotiations

If these initial steps (Chapter B, Article 2) do not resolve the dispute or grievance, Fortuna shall select and appoint (in agreement with the President of the Staff Association/Union of **(name of the organization)**) a legal representative with the requisite specialisation, who will assist the Insured Person in the process of informal negotiations. Fortuna shall bear all costs of this legal representative as referred to in Chapter B, Articles 3 and 4. However, if the appointed legal representative is not in Switzerland, Fortuna shall bear the costs up to a maximum of CHF 3,000. The costs will be deducted from the maximum insurance sum of CHF 15,000 (Chapter B, Articles 3 and 4 below).

These steps prior to any formal dispute or grievance (Chapter B, Articles 2 and 3, Paragraph 1) are mandatory for all Insured Persons and a condition for benefits from Fortuna. In a situation of emergency, however, the President of the Staff Association/Union of **(name of the organization)** (or his/her designated alternate) may, at his/her own discretion, request from Fortuna that formal administrative proceedings (appeal) be directly introduced in accordance with Chapter B, Article 3, Paragraph 2 below.

The legal representative shall keep Fortuna regularly informed about the progress of the negotiations conducted in relation to the disputes or grievances.

#### Para. 2 Formal administrative proceedings (appeal)

If the informal negotiations described in Paragraph 1 fail, Fortuna will bear the costs associated with formal administrative proceedings (appeal) as referred to in Chapter B, Article 1, Paragraphs b) and c). Here too, the Insurer shall select and appoint (in agreement with the President of the Staff Association/Union of **(name of the organization)** or his/her designated alternate) a legal representative on the FICSA list of lawyers.

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**Para. 3 Limitations of coverage**

Benefits shall be granted per dispute or grievance and per Insured Person. The sum insured shall be a maximum of CHF 15'000 per dispute or grievance and per Insured Person. This includes the following costs (exhaustive list):

- a) The fees of a legal representative or those of a suitably qualified representative for the proceedings in question
- b) Costs resulting from informal negotiations
- c) Legal, arbitration and other official investigation costs
- d) Costs awarded to the opposing party during a lawsuit that must be reimbursed by the Insured Person
- e) Costs of expert opinions commissioned by Fortuna, the legal representative or the lawyer appointed by Fortuna.

In the event of collective redundancy or salary reduction affecting at least ten Insured Persons, the coverage granted to resolve the dispute shall be CHF 200'000, with no deductible.

**Para. 4 Exclusions**

Fortuna shall not cover:

- a) Any costs not expressly mentioned in Chapter B, Article 3.
- b) In general, compensation for damages.

**Art. 4 Exclusions from coverage**

Fortuna shall not defend the legal interests of Insured Persons:

- a) For risks not mentioned in Chapter B, Article 1 of this master contract.
- b) In the event of disputes relating to the Federal Debt Enforcement and Bankruptcy Act (SchKG/LP), including the simple collection of debts.
- c) If the event or action leading to the dispute or grievance for which the Insured Person is seeking coverage took place before the concerned individual became an Insured Person (unless he or she only subsequently became aware of this event or action) or after he or she ceased to be an Insured Person.
- d) If the Insured Person has caused intentionally the damage for which he or she is requesting coverage.
- e) In the event of disputes against Fortuna.
- f) In the event of non-compliance with the obligations indicated in this master contract.

**Art. 5 Direct indemnity in lieu of litigation**

Instead of covering the costs indicated in this contract, Fortuna has the right to compensate the Insured Person directly for the financial interest at stake, thereby discharging its obligation to pay benefits. The material value in dispute will form the basis for calculation, taking due account of the litigation and collection risks.

**Art. 6 What to do in the event of a claim****Para. 1. Reporting a claim**

The Insured Person must inform the President of the Staff Association/Union of (**name of the organization**) or his/her designated alternate as soon as possible of the dispute or grievance requiring Fortuna's intervention.

After an initial study of the case, the President of the Staff Association/Union of (**name of the organization**) or his/her designated alternate must then notify Fortuna in writing within five working days at the address below or e-mail:

Fortuna Compagnie d'Assurance de Protection Juridique SA  
Avenue Perdtemps 23  
PO Box 3100  
1260 Nyon 1, Switzerland  
E-mail: info.rvg@fortuna.ch

Fortuna shall decide on the course of action to take within a maximum of five working days.

**Para. 2 Culpable breach of the reporting obligation**

In the event of a culpable breach of the reporting obligation provided for in the previous paragraph, Fortuna reserves the right to refuse or reduce benefits.

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## Art. 7 Handling a claim

### Para. 1 Procedure

Once the steps in Chapter B, Article 6 above are completed, Fortuna shall agree with the Insured Person on the general steps to be followed with a view to obtain the best resolution of the concerned dispute or grievance and shall appoint a legal representative (according to the FICSA list of lawyers).

### Para. 2 Informal negotiations

If the dispute or grievance can be settled by conducting informal negotiations, even during formal proceedings, the legal representative appointed by Fortuna shall be instructed to take all necessary steps in this direction as a matter of priority.

### Para. 3 Mandate of a specialist legal representative

If a claim can only be settled by means of a formal dispute or grievance, Fortuna alone shall be authorised to appoint a Swiss specialist legal representative (according to the FICSA list of lawyers). The Insured Person cannot appoint another legal representative unless Fortuna has given prior written consent to this effect. In the event that the Insured Person rejects the representative appointed by Fortuna, the Insured Person may propose three other independent Swiss legal advisors, among whom Fortuna must choose one.

### Para. 4 Information obligation

The Insured Person must provide Fortuna and the authorised legal representative with all necessary information in a complete and truthful manner, must accurately inform Fortuna of all the circumstances of a claim and must make all necessary documents and powers of attorney available to it. The Insured Person shall authorize the legal representative to inform Fortuna of the key developments of the proceedings and to share with Fortuna the principal formal documents relating to the dispute or grievance. In the event of a declared conflict of interest, Fortuna shall propose a second legal representative after consulting with the President of the Staff Association/Union of (**name of the organization**) or his/her delegate.

### Para. 5 Non-approved settlements

No settlements involving obligations on the part of Fortuna (for example an agreement during the proceedings before the ILAOT which provides that the insured employee waives a compensation for the fees of the lawyer) may be concluded by the Insured Person or their legal representative without the written consent of Fortuna. If such consent is not given, Fortuna may refuse any benefit.

### Para. 6 Compensation/amicable settlements/costs

In the event of compensation relating to a lawsuit or amicable settlement awarded to the Insured Person, the part of the compensation relating to the costs of the proceedings (costs) must be returned to Fortuna up to the amount of all the services it has provided (internal and external costs).

### Para. 7 Compliance with legal obligations

If the Insured Person or the Policyholder does not comply with their legal obligations or those provided for in this contract, Fortuna may refuse any benefit. In particular, regarding the information obligation, the Article 39 Paragraph 2 No. 2 of the Federal Act on Insurance Contracts (VVG/LCA) states:

Art. 39 Justification of claims

At the insurer's request, the claimant shall provide the insurer with any information about the facts known to the claimant that may be used to determine the circumstances in which the loss occurred or to determine the consequences of the loss.

## Art. 8 Procedure in the event of differences of opinion

### Para. 1 Differences of opinion

If Fortuna considers that defending the Insured Person's legal interests does not offer a chance of success, it must provide the Insured Person with written reasons for its decision and inform them of their rights.

### Para. 2 Arbitration/cost sharing

If the Insured Person does not agree with the proposed solution, they may refer the case to an arbitrator appointed by agreement between the Insured Person and Fortuna. If the parties are unable to agree on an arbitrator, the president of the court responsible for settling disputes arising from this contract shall appoint one. The costs of such proceedings shall be shared between Fortuna and the Insured Person, unless the Insured Person has acted recklessly.

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### Para. 3 Reimbursement of costs

If, despite Fortuna's refusal of benefits, the Insured Person decides to pursue the concerned dispute or grievance at his/her own expense and secures a more favourable outcome than the solution proposed in writing by Fortuna, he/she shall be entitled to reimbursement of their costs up to the maximum amount guaranteed in this contract.

## Art. 9 Geographical scope

Fortuna shall grant legal protection only to the extent that the dispute or grievance is or would ultimately be subject to a final recourse before the jurisdiction of tribunals/courts of the United Nations or the International Labour Organization Administrative Tribunal (ILOAT). The coverage applies to UN jurisdictions. These sessions are largely held in Geneva.

## Art. 10 Data protection

The Insured Person authorises Fortuna to collect, process, transfer and store the data required to check the application, execute the contract and comply with regulatory requirements. Fortuna may use the data submitted to it to administer contracts and for all actions pertaining to the provision of benefits under the insurance contract, for statistical evaluations, for customer satisfaction surveys and for marketing and advertising purposes. Data protection vis-à-vis third parties is guaranteed. Data may be forwarded to any domestic and foreign third parties involved in the insurance policy, in particular to co-insurers and reinsurers, other Generali Group companies, the authorities, medical officers, persons who prepare expert opinions and lawyers. Fortuna shall store the data electronically or physically in a protected and confidential form. The data shall continue to be stored for at least a further ten years after the cancellation of the contract. The Policyholder has the right to request from Fortuna the information as provided for by law about how the data concerning them is processed. In all other respects, data shall be subject to the protection provided for by the Federal Data Protection Act (DPA) of 19 June 1992. You can consult our data protection provisions at [www.generali.ch/dataprotection](http://www.generali.ch/dataprotection) or request a copy from our customer service team.

## C. ANNEXES

The following annexes form an integral part of this contract:

- a) Provisions of the Federal Act on Insurance Contracts (VVG/LCA)
- b) Federal Act on the Supervision of Insurance Companies (VAG/LSA)
- c) Ordinance on the Supervision of Private Insurance Companies (AVO/OS)
- d) The Q&A available on the FICSA website (describes the risks, conditions and process for individual organizations)

## SIGNATURES

By signing this contract, the Policyholder confirms that he/she has received and understood all documents, including the insurance conditions of this contract. He/she also confirms, in accordance with Article 45 VAG/LSA, that he has been duly informed of the identity of the Insurer, the various risks, the scope of the insurance cover, the amount of the premium and its calculation, the obligations of the Policyholder, the duration and assignment of the contract, as well as the processing of personal data, including the purpose, nature and recipient of the data collection.

Issued in two original copies, one for each party.

Place, date: \_\_\_\_\_

**(Name of the Staff Association/Union)**

Represented by **(name of the representative)**

\_\_\_\_\_

\_\_\_\_\_

Place, date: \_\_\_\_\_

**Fortuna Legal Protection  
Insurance Company Ltd.**

Cristina Malnati-Burkhardt  
Director Claims

\_\_\_\_\_

Roman Clavadetscher  
CEO

\_\_\_\_\_

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