

GTCI

General Terms and Conditions of Insurance

Medica

Legal protection insurance for self-employed and companies

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Client information

Why legal protection insurance?

Your medical assistant has resigned and claims the overtime she has worked. A patient accuses you of having breached medical confidentiality. A health insurance company is systematically slashing your bills. A patient lodges a criminal complaint, alleging the wrong treatment for her condition. The health authorities are investigating the cancellation of your licence to practice. A conflict can unexpectedly morph into a legal case. In addition to procedural and court fees, this usually also entails high legal fees. With Medica legal protection insurance, you are on the safe side. The insurance supports you with legal matters and protects you against the financial risks of a legal dispute.

What does Medica offer?

Medica Business is a customised solution for self-employed individuals and companies in the medical sector who provide outpatient medical services. It protects you as a provider of medical services and as a company against the most common risks in daily business, leaving you free to fully concentrate on your core business. Additionally, you can insure yourself and your family as private individuals with Medica Private. This solution offers you all-round protection in your private lives, in traffic and for tenants or owners of privately-owned real estate.

✓ **Medica Business**

Legal protection insurance for self-employed individuals and companies protects you as a provider of medical services against the most common risks in daily business.

- Your medical practice assistant's residence permit is revoked.
- A former patient reports you to the health authorities for an alleged malpractice.
- The landlord of your practice premises increases the rent by 10%.
- A health insurance company interprets a TARMEC item differently from you and systematically reduces your invoices.

+ **Medica Private**

Legal protection insurance for private individuals protects you against the most common risks in everyday private life.

- The seller denies any defects in the condition of your newly purchased sofa.
- You are involved in a skiing accident and are charged with negligent bodily injury.
- You were driving too fast in the city and receive a penalty order.
- You do not agree with the division of an inheritance.

Your coverage at a glance

- Insurance Coverage: max. **CHF 1,000,000**
- Territorial validity: **worldwide**
- Waiting period: **30 days**
- Contract duration: **1 year**
- Cancellation period: **1 day**
- **Free legal advice** included

The risk carrier and service provider for the legal protection insurance for self-employed persons and companies is Dextra legal protection Ltd, an independent Swiss legal protection insurer with its registered office in Zurich. The insurances mentioned above are indemnity insurances.

General Terms and Conditions of Insurance (GTCI) Medica

The legally binding document is the original German version, which shall prevail in any case of doubt or differences of interpretation. Any gender-specific terms used in this document are intended to be inclusive of all genders.

A. Insured companies, persons and capacities

The insurance is intended for doctors of human medicine, dentists and providers of medical or paramedical services such as chiropractors, psychologists, psychotherapists, physiotherapists, occupational therapists, speech therapists, midwives, nutritionists, osteopaths, acupuncturists, kinesiologists, naturopaths, etc. as well as pharmacists and veterinarians.

Legal protection is granted to independent providers of medical services and to companies that exclusively provide outpatient medical services (legal entities or partnerships).

A1 Who is insured in what capacity under Medica Business?

- a. The policyholder
 - as employer and as tenant/leaseholder of properties used for medical activities in Switzerland;
 - as owner (incl. as commonhold property owner) of business properties in Switzerland;
 - if stipulated in the policy: as landlord of declared business properties (incl. commonhold properties) registered in their name in Switzerland.
- b. The policyholder, the number of co-insured service providers as specified in the policy, and their external substitutes.
 - as providers of medical services in Switzerland.
- c. The policyholder, partners, members of the board of directors, members of the foundation board, members of the executive board, members of the management board, employees, loaned/seconded personnel, external substitutes and family members who participate in work
 - in the performance of their professional activities for the insured company;
 - as keeper, owner, hirer, leaseholder, driver, passenger and pilot of commercially used vehicles, ships and aircraft (with a maximum take-off weight (MTOW) of 5.7 tonnes).

A2 Who is insured in what capacity under Medica Private?

The following persons are insured, if it is stipulated in the policy:

- a. The policyholder, respectively the individuals mentioned in the policy, and all individuals living permanently with them in the same household who have their domicile in Switzerland, as well as minor children and children in initial education living in Switzerland, even if they do not live in the same household:
 - as private individuals, employees and employers of domestic staff;
 - as tenant/leaseholder of real estate and apartments occupied or used by themselves in Switzerland;
 - as owner (incl. as commonhold property owner) of real estate and apartments in Switzerland;
 - as professionals or self-employed persons in Switzerland, with an annual gross income of up to CHF 12,000;

- as keeper, owner, hirer, leaseholder, driver, passenger and pilot of privately used vehicles, ships and aircraft (with a maximum take-off weight (MTOW) of 5.7 tonnes) and as passenger on public transport;
- if stipulated in the policy: as landlord of declared private properties registered in their name (incl. commonhold property) in Switzerland.

B. Territorial and temporal validity

B1 Where are you insured?

Medica Business and Medica Private provide worldwide insurance cover, provided that the insured areas of law in Chapter D are not expressly limited to Switzerland.

B2 When are you insured?

- a. Insurance cover is in place if and when the triggering event occurs and the requirement for legal protection arises during the contract term, after expiration of the waiting period, and the case is notified during this period. The triggering event is defined as the point in time of the first alleged or actual breach of the law or breach of contract, with the following clarifications:
 - **Law on foreign nationals, licences to practice a profession, expropriation law:** point in time of the request to be heard before the court.
 - **Inheritance law:** point in time when the testator dies.
 - **Family law:** point in time when one party moves out for the first time, but at the latest when one party demands dissolution, separation or divorce.
 - **Legal protection for collections:** point in time when the collection claim is due.
 - **Child and adult protection law:** point in time of the event which results in the initial involvement of the authority.
 - **Public construction and planning law:** point in time when the building application is submitted. For a subsequent building application for one's own construction project: when construction work begins.
 - **Education law:** point in time of the first announcement or notification by the school authority.
 - **Tax law:** point in time of submission of the tax return or declaration.
 - **Criminal law, revocation of driving licence, disciplinary proceedings:** point in time when the breach took place or allegedly took place.
 - **Insurance benefits:** point in time which justifies the entitlement to benefits (e.g. occurrence of an accident, sickness, maternity, unemployment).
- b. The waiting period is 30 days. There is no waiting period for cases involving criminal and civil damages law, the revocation of the driving licence and prior insurance of the same risk and temporally seamless change of insurer.

C. Insurance coverage and benefits

C1 What is the insurance coverage?

The maximum insurance coverage in Switzerland is CHF 1,000,000. The applicable coverage for the respective area of law is set out in Chapter D. It is available only once per event and insurance year. For worldwide cover, the maximum insurance coverage is CHF 150,000. If the maximum insurance coverage for Switzerland according to Chapter D is less than CHF 150,000, this amount also applies to the worldwide cover.

C2 What is insured?

Within the scope of the insurance coverage, Dextra provides the following benefits:

- a. Handling of the legal case by Dextra's lawyers and legal experts. Internal legal services are set against the insurance coverage at CHF 180 per hour.
- b. Costs of necessary lawyer's fees that are customary for the local area.
- c. Judicial costs and other costs of litigation including necessary translation costs.
- d. Party compensation to the opposing party.
- e. Costs of necessary expert reports, opinions and analyses.
- f. Costs of arbitration courts and mediation.
- g. Costs of collection until a loss certificate is available or a bankruptcy notice is issued.
- h. Application for non-disclosure of an entry in the Swiss debt collection register which can be viewed by third parties.
- i. Necessary travel expenses arising from subpoenas issued outside the canton of residence.
- j. Advance payment of bail bonds to avoid being remanded in custody.
- k. Office fees and administrative costs of a penalty order or of administrative measures.
- l. Documented loss of earnings due to subpoenas.
- m. Advance payment of up to CHF 5,000 to cover the costs of an on-duty lawyer ("Anwalt der ersten Stunde"). The advance payment must be repaid if convicted of a premeditated offence or if the case is dismissed following a settlement.
- n. Any party compensation awarded to the insured persons shall be assigned to Dextra.
- o. Dextra can release itself from its obligations by way of a redemption. Such redemption is determined by the nature in dispute, the risks of litigation and of debt collection.

Dextra waives its statutory right to reduce benefits in the case of gross negligence.

C3 What is not insured?

The following are not covered:

- a. Financial payments of a punitive nature.
- b. Damages and costs that have to be borne by another insurer or a third party.
- c. Lawyers' contingency fees.

C4 How does the telephone legal advice service (JUSupport) assist you?

Dextra's lawyers and legal experts provide legal advice on matters of law. JUSupport also provides legal information in areas of law not covered by the insurance.

D. Insured areas of law

D1 What areas of law are covered by Medica Business and Medica Private?

Medica	Business (in CHF)	Private (in CHF)
1. Employment law Disputes arising from employment relationships under private or public law and disputes with joint professional commissions.	✓ 1,000,000	✓ 1,000,000
2. Defence against liability claims Disputes relating to defence against liability claims where an existing liability insurance policy does not provide insurance cover.	✓ 50,000	x
3. Law on foreign nationals Disputes in connection with procedures regarding revocations or refusals of Swiss work and residence permits.	✓ 150,000	x
4. Revocation of licence Proceedings before administrative authorities for the revocation of driver licences and vehicle registrations.	✓ 1,000,000	✓ 1,000,000
5. Legal protection for builders Contractual disputes in connection with a construction project by the insured company (Business) or the persons living in an insured household (Private) in Switzerland, provided that the total contract price does not exceed CHF 500,000.	✓ 50,000	✓ 50,000
6. Taxation Proceedings relating to the taxation of vehicles, ships and aircraft.	✓ 1,000,000	✓ 1,000,000
7. Permits / Professional practice Proceedings before health or supervisory authorities regarding operating and professional licences and prescriptions of medicine. The process of applying for a licence is not insured.	✓ 600,000	x
8. Data protection law Disputes arising from violations of the Swiss Federal Act on Data Protection and the EU General Data Protection Regulation (GDPR).	✓ 1,000,000	✓ 1,000,000
9. Ownership and property law in respect of real estate Disputes in connection with easements and land charges registered in the land register as well as boundary disputes in Switzerland.	✓ 150,000	✓ 150,000
10. Ownership and property law in respect of animals, moveable property, vehicles, ships and aircraft Disputes relating to ownership, possession and other real rights in respect of vehicles, ships and aircraft.	✓ 600,000	✓ 600,000
11. Expropriation law Disputes in connection with the expropriation of land / real estate in Switzerland.	✓ 150,000	✓ 150,000
12. Inheritance law Disputes arising out of Swiss inheritance law.	x	✓ 10,000
13. Vehicle contract law Disputes arising from contracts relating to the company's own vehicles, aircraft or ships (including rental, leasing and instalment agreements and long-term rental of garages, parking spaces or moorings).	✓ 1,000,000	✓ 1,000,000
14. Family law Costs of mediation for a separation in case of cohabitation, registered partnership or marriage according to Swiss law.	x	✓ 10,000

15. Company law Mediation costs in disputes under company law between the partners of the insured practice or between partners or shareholders of the insured company. If the dispute also involves persons who are not insured as a service provider, only the costs of the insured service provider are covered.	✓ 50,000	x
16. Intellectual property law Civil disputes arising from trademark, design and copyright law.	✓ 150,000	✓ 150,000 only copyright law
17. Legal protection for collections Collection of non-periodic and unexpired receivables under contracts with customers who have their headquarters/domicile in Switzerland, until a loss certificate or bankruptcy notice is issued. Service of the first dunning notice is incumbent on the insured company. The insurance covers a maximum of five cases per calendar year.	✓ 50,000	x
18. Internet law Filing of claims for damages and compensation for personal suffering. Support with lodging a criminal complaint in the event of privacy violations (slander, defamation, insults) on the internet (cyber bullying), credit card misuse (skimming) or identity abuse (phishing, hacking).	✓ 1,000,000	✓ 1,000,000
19. Swiss child and adult protection law (KESB) Appellate procedures on the part of the person concerned against appealable decisions by a Swiss child or adult protection authority.	x	✓ 10,000
20. Tenancy and lease law Disputes as tenant / lessee of real estate in Switzerland.	✓ 1,000,000	✓ 1,000,000
21. Neighbouring rights Civil disputes arising from neighbour law.	✓ 1,000,000	✓ 1,000,000
22. Succession planning Advice related to the handover of the insured company to a successor.	✓ 1,500	x
23. Public construction and planning law Disputes arising from public building law in connection with the construction project of a property used for business purposes (Business) or a property occupied by the owner (Private) as well as the construction project of a directly adjacent neighbour in Switzerland.	✓ 50,000	✓ 50,000
24. Patient law Disputes with physicians, dentists, hospitals, physiotherapists and other medical service providers.	x	✓ 1,000,000
25. Personal law Civil disputes in the event of injury to the personality of an insured person.	✓ 1,000,000	✓ 1,000,000
26. Travel law Contractual disputes related to business (business) and private (private) travel.	✓ 1,000,000	✓ 1,000,000
27. Tort law Filing of extra-contractual liability claims as the injured party. Support with lodging a criminal complaint or requesting victim aid.	✓ 1,000,000	✓ 1,000,000
28. School law Disputes with kindergartens, school authorities, universities or universities of applied sciences in Switzerland.	x	✓ 10,000

29. Tax and customs law Disputes in connection with the tax assessment by a Swiss tax authority regarding direct federal tax, cantonal income and wealth taxes, profit and capital taxes, real estate gains, property, real estate, value-added and withholding taxes as well as stamp duties. Disputes in connection with customs rulings by Swiss authorities.	✓ 150,000	✓ 150,000
30. Commonhold property ownership law Disputes among commonhold property owners and with the administration in Switzerland.	✓ 150,000	✓ 150,000
31. Criminal law Defence in case of negligent offences.	✓ 1,000,000	✓ 1,000,000
32. TARMED / DENTOTAR / economic efficacy audit / tiers payant Disputes with Swiss social insurance organisations regarding the adequacy (cost-effectiveness, appropriateness and efficacy) of the medical services provided, and disputes arising from tariff agreements with Swiss social insurance organisations regarding medical services.	✓ 600,000	x
33. Animal law Disputes with authorities in connection with keeping pets.	x	✓ 10,000
34. Unfair competition Disputes arising from civil claims or public-law proceedings on account of unfair competition.	✓ 150,000	x
35. Association law Disputes arising from association law.	x	✓ 10,000
36. Legal protection for landlords Disputes as landlord/lessor of real estate in Switzerland if stipulated in the policy.	✓ 150,000	✓ 150,000
37. Insurance law Disputes with private and Swiss social insurance organizations, including pension funds, unemployment and health insurance funds, and also vehicle and building insurers.	✓ 1,000,000	✓ 1,000,000
38. Contract review Examination and assessment on employment, rental, tenancy, purchase, and loan and lease contracts under Swiss law, with a scope of up to 30 pages per contract, by Dextra's lawyers and legal experts.	✓ 1,500	x
39. Contract law Disputes arising from other unnamed contracts with customers, suppliers and service providers.	✓ 600,000	✓ 600,000

E. Coverage restrictions

E1 Which legal cases are not insured?

- a. Cases covered by an insurance or module which was not selected by the policyholder, and cases in areas of law that are not explicitly mentioned in the selected insurances or modules.
- b. Cases in connection with claims which have been assigned or transferred to the insured person, cases of assumed debt, contracts in favour of third parties, sureties, gambling and betting.
- c. Cases related to the purchase, sale, exchange and donation of real estate.
- d. Cases in connection with the investment of assets, works of art, the trading of securities and cryptocurrencies, participation in or purchase and/or sale of companies, and other financial, speculative and investment transactions.

- e. Cases in connection with supplementary and penalty tax proceedings, and the valuation of real estate and company shares.
- f. Cases in connection with company law, insofar as not explicitly insured.
- g. Cases in connection with activities as General Contractor and Total Contractor.
- h. Cases relating to the commercial construction and conversion of real estate with the intention of selling it.
- i. Cases in connection with acts of war or terrorism, strikes or nuclear fission/fusion.
- j. Cases involving an unauthorised driver/pilot/skipper.
- k. Cases in connection with investigations of fitness to drive.
- l. Cases in which the driver has an alcohol concentration of 1.6‰ or 0.8 mg/litre of breath alcohol content or more or is repeatedly under the influence of other substances that affect their fitness to drive.
- m. Cases in connection with defending against extra-contractual liability claims.
- n. Cases in connection with a criminal offence on the part of the insured person who is accused of having acted with premeditation. For criminal offences of this sort, Dextra pays the costs only after a full acquittal or after the case is dismissed on the grounds of an emergency, self-defence, or insufficient suspicion/facts.
- o. Cases in connection with proceedings before international or supranational courts and arbitration courts.
- p. Cases among persons insured under the same policy. In such cases, only the policyholder is insured.
- q. Cases against Dextra, its governing bodies, employees and agents, and other persons who provide services in a legal case.

F. Procedure in a covered case

F1 How do I report a claim?

- a. You must immediately notify Dextra of an insurance claim online. All documents must be submitted completely and truthfully in electronic form.
- b. After notification of the claim, Dextra will discuss the further procedure with the insured person.

F2 How will my claim be handled?

- a. Dextra provides service through its internal Legal Department, or it may engage an external service provider to do so. Without the prior consent of Dextra, the insured person may not engage the services of any legal representative, initiate any proceedings, agree any settlements or take any legal action. Otherwise, Dextra may decline to refund these costs in their entirety.
- b. The lawyers and legal experts from Dextra will support the insured person, engage in communication for dispute settlement and take suitable action in coordination with the insured person.
- c. The insured person is free to select a legal representative at the place of jurisdiction if this is necessary in view of judicial or administrative proceedings, or if there is a conflict of interests. If Dextra rejects the proposed legal representative or legal firm, the insured person can propose three legal representatives or legal firms and Dextra must accept one of the propositions made.
- d. The legal representative must be released from their professional duty of confidentiality and must use the portal for lawyers provided by Dextra.

- e. If Dextra provides the insured person with advice and support without reservation, this must not be interpreted as a commitment to provide cover. Dextra also rejects all liability for advice given without legal obligation.

F3 What happens in case of differences of opinion?

- a. If there are differences of opinion regarding coverage, the actions to be taken or the prospects of success of a legal case, especially if Dextra considers intervention futile, the insured person may request Dextra to justify its position in writing and, within 14 days of receiving this justification, can demand that the case be assessed by an arbitrator. The arbitrator shall be selected by mutual agreement and must not be in a confidential relationship with one of the parties. The losing party shall bear the costs of the proceedings and shall reimburse the winning party for its share of half of the advance payment.
- b. If Dextra refuses to take further action and if the insured person litigates at their own expense and obtains a more advantageous outcome by way of a judgement than was assessed when further action was refused, Dextra shall subsequently cover the necessary costs of the proceedings at the usual local rates.

G. General provisions

G1 What is the legal basis for your insurance contract?

- a. The basis for the insurance contract between the policyholder and Dextra consists of the application, the policy, the GTCI, the ICA (Federal Act on Insurance Contracts (Insurance Contract Act)), the ISA (Federal Law on the Supervision of Insurance Companies (Insurance Supervision Act)) and the ISO (Federal Ordinance on the Supervision of Private Insurance Companies (Insurance Supervision Ordinance)).
- b. This contract is governed by Swiss law. Legal actions by the policyholder against Dextra must be filed at the policyholder's domicile or at Dextra's headquarters in Zurich.

G2 When does your insurance start and end?

- a. The start date of the contract is stated in the policy. The insurance runs for one year and is renewed automatically by one further year unless one party gives notice of termination in writing or in electronic text form by the last working day prior to the end of the current insurance year.
- b. The policyholder has the right to withdraw from the insurance contract within 14 days of taking out the policy. In this case, benefits already received must be repaid.
- c. Both contracting parties have the option of terminating the contract when an insured event occurs in which Dextra is liable to provide services. Notice of termination must be given in writing or in the form of electronic text, no later than upon the last provision of service. Insurance coverage ends 14 days after termination is communicated to the other contracting party.
- d. The insurance contract lapses on the day the domicile is transferred outside of Switzerland or in the event of bankruptcy/merger of the policyholder. The coverage from Medica Private for private individuals ends on the day of their relocation to a country outside of Switzerland.

G3 Which points should be noted regarding the premium?

- a. The premium and its due dates are stated in the policy.
- b. Dextra may demand a fee for special expenses such as shipping or dunning costs.

- c. Dextra may increase or reduce the premiums as of the premium due date, in accordance with the cost trend for insurance products. New GTCI or amendments to existing GTCI and adjustments of premiums shall be announced in good time and are deemed to have been accepted unless the insurance contract is terminated before the end of the current insurance year.

G4 How is the premium calculated?

The calculation of the premium is based on changeable facts (number of service providers and their degree of employment, number of insured households, number of rented units). If the number of service providers, their degree of employment (from less than 50% to 50% or more or vice versa), the number of households or rented units changes, the policyholder must notify Dextra at the beginning of the new insurance year. If new service providers start to work during the insurance period, they are insured until the next principal expiration date. Additional households or rented units are only insured after their inclusion in the policy.