

## General Terms and Conditions of Insurance

### Packages for private individuals Personal and traffic legal protection

Issue May 2022

#### Client information

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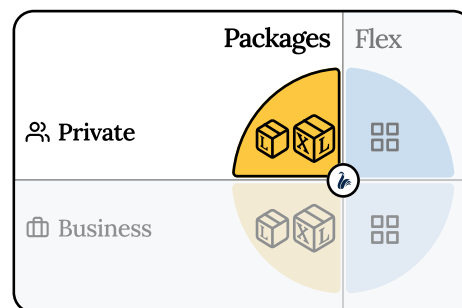


## Client information



Dextra Legal Protection Ltd (Dextra) is an independent Swiss legal insurer headquartered in Zurich. It provides support in legal matters and protects against the financial risks of a legal dispute.

Dextra offers legal protection to private individuals and companies with standardised package solutions as well as customizable Flex products, where the desired legal modules can be combined at will.

The packages are designed as "all-inclusive" products and cover essential areas of law. As a private individual, you can choose between the Package L and XL: both include personal legal protection (Private) and traffic legal protection (Move), which you can also take out individually. Variant XL features a wider scope of coverage and benefits.



Owners or landlords of real estate can add the real estate legal protection module (Immo) to their personal legal protection. Private XL can further be supplemented with the All-Risk module, which offers protection from all legal risks not already covered and entitles you to reviews of contractual documents by our legal experts.

 <b>Package L</b>	 <b>Package XL</b>
<p>Everything important in everyday life is insured - the best value for money.</p> <ul style="list-style-type: none"> <li>Insurance coverage: max. CHF 600,000</li> <li>Territorial scope: <b>worldwide</b></li> <li>Waiting period: <b>60 days</b></li> </ul>	<p>The carefree package with our best coverages and benefits for private individuals.</p> <ul style="list-style-type: none"> <li>Insurance coverage: max. CHF 1,300,000</li> <li>Territorial scope: <b>worldwide</b></li> <li>Waiting period: <b>30 days</b></li> </ul>
<p><input checked="" type="checkbox"/> <b>Private L personal legal protection</b></p> <p>Private L offers protection from the most common legal risks in everyday life.</p> <p><b>14 areas of law are included:</b></p> <p>Employment law, Data protection law, Ownership and property law, Internet law, Tenancy and lease law, Neighboring rights, Patient law, Privacy law, Travel law, Tort law, Criminal law, Copyright law, Insurance law, Contract law</p>	<p><input checked="" type="checkbox"/> <b>Private XL personal legal protection</b></p> <p>Private XL offers comprehensive protection from legal risks in everyday life.</p> <p><b>21 areas of law are included.</b></p> <p>All 14 from Private L, and 7 more:</p> <p>Inheritance law, Family law, Swiss child and adult protection law (KESB), School law, Tax and customs law, Animal law, Association law</p>
<p><input type="checkbox"/> <b>Immo L real estate module</b></p>	<p><input type="checkbox"/> <b>Immo XL real estate module</b></p> <p><input type="checkbox"/> <b>All-Risk module</b></p>
<p><input checked="" type="checkbox"/> <b>Move L traffic legal protection</b></p> <p>Move L provides protection against the most common legal risks in connection with vehicles, ships and aircraft, and in case of traffic offences.</p> <p>Revocation of licence, Taxation, Ownership and property law, Patient law, Damages and compensation for personal suffering, Criminal law, Insurance law, Contract law</p>	<p><input checked="" type="checkbox"/> <b>Move XL traffic legal protection</b></p> <p>Move XL provides comprehensive protection against legal risks in connection with vehicles, ships and aircraft, and in case of traffic offences.</p> <p>Revocation of licence, Taxation, Ownership and property law, Patient law, Damages and compensation for personal suffering, Criminal law, Insurance law, Contract law</p>

The insurances mentioned above are indemnity insurances.



# General Terms and Conditions of Insurance (GTCI)

## Packages for private individuals Personal and traffic legal protection

The personal legal protection is designated as **Private**, traffic legal protection is designated as **Move** and the real estate legal protection module is designated as **Immo**.

The legally binding document is the original German version, which shall prevail in any case of doubt or differences of interpretation.

### A Insured persons and capacities

#### A1 Who is insured?

The insurance covers the policyholder (individual insurance) or the policyholder and all persons living permanently in the same household as the policyholder (household insurance) who have their domicile in Switzerland (insured persons). With the household insurance, minor children residing in Switzerland and children in initial education are also insured, even if they do not live in the same household.

#### A2 In what capacity are you insured?

The policyholder and/or the insured persons are insured as:

	Private	Move	Immo
Private individuals	✓		
Employees	✓		
Employers of domestic staff	✓		
Professionals or self-employed persons in Switzerland with an annual gross income of up to CHF 12,000 (variant L) or CHF 24,000 (variant XL)	✓		
Pedestrians and drivers of vehicles not subject to mandatory registration	✓	✓	
Passengers in a public or private means of transport	✓	✓	
Drivers of registered vehicles (private and professional/work-related), skippers of ships and pilots of aircraft (with a maximum take-off weight (MTOW) of 5.7 tonnes)		✓	
Private keepers, owners, passengers, renters or leaseholders of vehicles, ships and aircraft (with a maximum take-off weight (MTOW) of 5.7 tonnes)		✓	
Tenants/leaseholders of real estate and apartments used/inhabited by themselves	✓		
Owners, including commonhold property owners, and landlords/lessors of real estate and apartments in Switzerland			✓

### B Territorial and temporal scope

#### B1 Where are you insured?

The territorial scope of coverage depends on the choice of insurance and/or modules (Private, Move, Immo, All-Risk) and variants (L, XL).

	L	XL
Private	The insurance is valid <b>worldwide</b> unless noted otherwise.	The insurance is valid <b>worldwide</b> unless noted otherwise.
Move	The insurance is valid <b>worldwide</b> unless noted otherwise.	The insurance is valid <b>worldwide</b> unless noted otherwise.
Module Immo	The insurance is valid for <b>Switzerland</b> .	The insurance is valid for <b>Switzerland</b> .
Module All-Risk	×	The insurance is valid <b>worldwide</b> unless noted otherwise.



## B2 When are you insured?

- a. Insurance coverage is provided if the insured event and the need for legal protection occur and are notified to Dextra during the duration of the insurance contract, subject to the expiration of the waiting period. The insured 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:
  - **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.
  - **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.
  - **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.
  - **Insurance law:** point in time which justifies the entitlement to benefits (e.g. occurrence of an accident, sickness, maternity, unemployment).
- b. The waiting period is 60 days (variant L) and 30 days (variant XL), respectively. There is no waiting period for cases involving criminal and tort law, in case of administrative proceedings, as well as in case of prior insurance of the same risk, provided there is no uncovered period of time between the change of insurance.

## C Insurance coverage and benefits

### C1 What is the insurance coverage?

The maximum insurance coverage depends on the choice of insurance and/or modules (Private, Move, Immo, All-Risk) and variants (L, XL).

	L	XL
Private	<ul style="list-style-type: none"> <li>✓ Switzerland: max. CHF 600,000</li> <li>✓ World: max. CHF 150,000</li> </ul>	<ul style="list-style-type: none"> <li>✓ Switzerland: max. CHF 1,300,000</li> <li>✓ World: max. CHF 250,000</li> </ul>
Move	<ul style="list-style-type: none"> <li>✓ Switzerland: max. CHF 600,000</li> <li>✓ World: max. CHF 150,000</li> </ul>	<ul style="list-style-type: none"> <li>✓ Switzerland: max. CHF 1,300,000</li> <li>✓ World: max. CHF 250,000</li> </ul>
Module Immo	<ul style="list-style-type: none"> <li>✓ Switzerland: max. CHF 600,000</li> </ul>	<ul style="list-style-type: none"> <li>✓ Switzerland: max. CHF 1,300,000</li> </ul>
Module All-Risk	×	<ul style="list-style-type: none"> <li>✓ Switzerland: max. CHF 1,500</li> <li>✓ World: max. CHF 1,500</li> </ul>

The insurance coverage is available only once per event and insurance year.

### 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. Applications 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 of 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 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 legal matters. JUSupport also provides legal information in areas of law not covered by the insurance, albeit without acknowledging any legal obligation.

## D Areas of law covered

### D1 Which areas of law are covered by Private?

Variants L and XL of "Private" personal legal protection cover the following areas of law:

Private (1/2)	L	XL
<b>1. Employment law</b> Disputes with private and public employers and domestic staff.	<sup>1</sup> ✓ 300,000	<sup>1</sup> ✓ 1,300,000
<b>2. Data protection law</b> Disputes arising from violations of the Swiss Federal Act on Data Protection and the EU General Data Protection Regulation (GDPR).	✓ 300,000	✓ 1,300,000
<b>3. Ownership and property law in respect of movable property and animals</b> Disputes relating to ownership, possession and other real rights. Ownership of vehicles, ships and aircraft is insured in Move, and ownership of real estate is insured in the Immo Module.	✓ 600,000	✓ 1,300,000
<b>4. Inheritance law</b> Disputes arising out of Swiss inheritance law.	×	✓ 10,000
<b>5. Family law</b> Costs of mediation for a separation in case of cohabitation, registered partnership or marriage according to Swiss law.	×	✓ 10,000
<b>6. Internet law</b> Filing of claims for damages and compensation for personal suffering, assertion of the right of reply, requests for erasure or amendment, and support with lodging a criminal complaint in case of privacy violations (slander, defamation, insults) on the internet (cyber bullying). Filing of claims for damages and support with lodging a criminal complaint in case of credit card abuse (skimming) or identity fraud (phishing, hacking).	✓ 300,000	✓ 1,300,000
<b>7. Swiss child and adult protection law (KESB)</b> Appellate procedures on the part of the person concerned against appealable decisions by a Swiss child or adult protection authority.	×	✓ 10,000

<sup>1</sup> Insurance coverage (CHF). Applies analogously to all subsequent figures/tables.



Private (2/2)	L	XL
<b>8. Tenancy and lease law</b> Disputes with landlords/lessors and with sub-tenants of real estate and apartments in Switzerland which the person concerned inhabits/uses. Rental of vehicles, ships and aircraft is covered in Move.	✓ 600,000	✓ 1,300,000
<b>9. Neighboring rights</b> Civil disputes arising from neighbor law.	✓ 300,000	✓ 1,300,000
<b>10. Patient law</b> Disputes with physicians, dentists, hospitals, physiotherapists and other medical service providers.	✓ 600,000	✓ 1,300,000
<b>11. Privacy law</b> Civil disputes in case of privacy violations of an insured person.	✓ 300,000	✓ 1,300,000
<b>12. Travel law</b> Contractual disputes in connection with private travel. Contracts in connection with vehicles, ships and aircraft are insured in Move.	✓ 600,000	✓ 1,300,000
<b>13. Tort law</b> Filing of extra-contractual liability claims as the injured party. Support with lodging a criminal complaint or requesting victim aid. Claims for damages in connection with traffic accidents involving vehicles, ships and aircraft are insured in Move.	✓ 600,000	✓ 1,300,000
<b>14. School law</b> Disputes with kindergartens, school authorities, universities or universities of applied sciences in Switzerland.	×	✓ 10,000
<b>15. Tax and customs law</b> Disputes in connection with tax assessment by a Swiss tax authority relating to income tax and wealth tax, and disputes in connection with customs orders by Swiss authorities. Taxation of vehicles, ships and aircraft is insured in Move, and tax in connection with real estate is insured in the Immo module.	×	✓ 10,000
<b>16. Criminal law</b> Defence in case of negligent offences. Proceedings in connection with traffic offences involving vehicles, ships and aircraft are insured in Move.	✓ 600,000	✓ 1,300,000
<b>17. Animal law</b> Disputes with authorities in connection with keeping pets.	×	✓ 10,000
<b>18. Copyright law</b> Disputes arising from copyright law.	✓ 300,000	✓ 1,300,000
<b>19. Association law</b> Disputes arising from association law.	×	✓ 10'000
<b>20. Insurance law</b> Disputes with private and Swiss social insurance organizations, including pension funds, unemployment and health insurance funds. Insurance for vehicles, ships and aircraft is covered in Move, and building insurance is covered in the Immo module.	✓ 600,000	✓ 1,300,000
<b>21. Contract law</b> Disputes arising from other unnamed contracts. Contracts in connection with vehicles, ships and aircraft are insured in Move, and contracts in connection with construction and real estate are insured in the Immo module.	✓ 600,000	✓ 1,300,000

## D2 Which areas of law are covered by Move?

Variants L and XL of "Move" traffic legal protection cover the following areas of law:

Move	L	XL
<b>1. Revocation of licence</b> Proceedings before administrative authorities for the revocation of driver licences and vehicle registrations.	✓ 600,000	✓ 1,300,000
<b>2. Taxation</b> Proceedings relating to the taxation of vehicles, ships and aircraft.	✓ 600,000	✓ 1,300,000
<b>3. Ownership and property law in respect of vehicles, ships and aircraft</b> Disputes relating to ownership, possession and other real rights in respect of vehicles, ships and aircraft.	✓ 600,000	✓ 1,300,000
<b>4. Patient law</b> Disputes with physicians, dentists, hospitals, physiotherapists and other medical service providers as the direct consequence of treatment after a traffic accident.	✓ 600,000	✓ 1,300,000
<b>5. Tort law</b> Filing of extra-contractual liability claims as the injured party in connection with traffic accidents involving vehicles, ships and aircraft. Support with lodging a criminal complaint or requesting victim aid.	✓ 600,000	✓ 1,300,000
<b>6. Criminal law</b> Defence in case of negligent offences in connection with vehicles, ships and aircraft.	✓ 600,000	✓ 1,300,000
<b>7. Insurance law</b> Disputes with private and Swiss social insurance organizations in connection with traffic accidents involving vehicles, ships and aircraft, and disputes with vehicle insurers.	✓ 600,000	✓ 1,300,000
<b>8. Contract law</b> Disputes arising from contracts relating to vehicles, aircraft or ships (including rental, leasing and instalment agreements, and long-term rental of garages, parking spaces or moorings).	✓ 600,000	✓ 1,300,000

## D3 Which areas of law are covered by the Immo module?

Variants L and XL of the "Immo" real estate legal protection module cover the following areas of law:

Immo (1/2)	L	XL
<b>1. Legal protection for builders</b> Contractual disputes in connection with a construction project by an insured person up to a total contract price of CHF 150,000 (variant L) or CHF 500,000 (variant XL).	✓ 50,000	✓ 50,000
<b>2. Ownership and property law in respect of real estate</b> Disputes in connection with easements and land charges registered in the land register as well as boundary disputes.	✓ 600,000	✓ 1,300,000
<b>3. Expropriation law</b> Disputes in connection with the expropriation of land / real estate.	✓ 600,000	✓ 1,300,000
<b>4. Purchase and sale of real estate</b> Disputes arising from the purchase and sale of real estate up to a purchase price of CHF 500,000.	✗	✓ 50,000





Immo (2/2)	L	XL
<b>5. Public construction and planning law</b> Disputes arising from public construction law in connection with a construction project by an insured person for a building in which the said insured person resides, and in connection with a construction project by a directly adjacent neighbor.	x	✓ 50,000
<b>6. Tax law</b> Disputes in connection with tax assessment by a Swiss tax authority relating to real estate gains tax, change in ownership and property taxes, as well as income tax and wealth tax in connection with real estate.	x	✓ 50,000
<b>7. Commonhold property ownership law</b> Disputes among commonhold property owners and with the administration.	✓ 600,000	✓ 1,300,000
<b>8. Legal protection for landlords</b> Disputes with tenants and leaseholders. The insurance covers the rented units listed in the policy.	✓ 600,000	✓ 1,300,000
<b>9. Insurance law</b> Disputes with building insurers.	✓ 600,000	✓ 1,300,000

#### D4 What is insured in the All-Risk Module?

The following benefits are included in the All-Risk Module:

All-Risk	L	XL
<b>1. AdvicePlus</b> Advice and support with legal matters concerning all areas of Swiss law, provided by Dextra's lawyers and legal experts.	x	✓ 1,500
<b>2. Examination of contracts</b> Examination and expert reporting on employment, rental, tenancy, purchase, loan and leasing contracts under Swiss law, up to a maximum of 15 pages per contract, by Dextra's lawyers and legal experts.	x	✓ 1,500
<b>3. Legal disputes</b> Disputes not covered by Private XL, Move XL or the Real Estate Module Immo XL. Premeditated offences are not covered.	x	✓ 1,500

## E Coverage restrictions

### E1 Which legal cases are not insured?

- 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.
- 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.
- 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.
- Cases in connection with supplementary and penalty tax proceedings, and the valuation of real estate and company shares.





- e. Cases in connection with foundation and company law.
- f. Cases in connection with acts of war or terrorism, strikes or nuclear fission/fusion.
- g. Cases involving an unauthorised driver/pilot/skipper.
- h. Cases in connection with investigations of fitness to drive.
- i. 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.
- j. Cases in connection with defending against extracontractual liability claims.
- k. 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.
- l. Cases in connection with proceedings before international or supranational courts and arbitration courts.
- m. Cases among persons insured under the same policy. In such cases, only the policyholder is insured (except family law).
- n. 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 construed 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 with regard to 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 for 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 when the policyholder relocates to a country outside 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.