

GTCI

General Terms and Conditions of Insurance

VIAC–Legal protection by Dextra

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Client information

VIAC in cooperation with Dextra offers its customers a selection of attractive legal protection solutions.

Perhaps you know this from your own experience. A banal dispute suddenly turns into an expensive legal case: you want to contest an inaccurate reference. Your landlord refuses to replace your broken dishwasher. Your neighbour accuses you of making noise. Your insurance company refuses to pay for the damage to your car. In such cases and many more, VIAC legal protection supports you and thus protects you from the financial risks of a legal dispute.

The offer includes private legal protection (*Private*) and traffic legal protection (*Move*). You can take out *Private* and *Move* individually or combine them. Owners or landlords of real estate can supplement *Private* with the module real estate legal protection (*Immo*). For people who would like to additionally protect themselves against legal risks in areas such as the Internet, data protection, tax law, inheritance law, family law, school law etc., *Private* can be extended by the module *Complete*.

The risk carrier and service provider of VIAC legal protection insurance is Dextra Legal Protection Ltd, an independent Swiss legal protection insurance company based in Zurich. The insurances mentioned above are indemnity insurances.

VIAC-Legal protection by Dextra

- Sum insured: max. **CHF 1,000,000**
- Territorial scope: **worldwide**
- Waiting period: **30 days**
- Contract duration: **1 year**
- Notice of termination: **1 day**

Private legal protection **Private**

Private protects you from the most common legal risks in everyday life. Insured are the **10** most important areas of law:

Employment law, ownership and property law in respect of movable property, tenancy and lease law, neighbour law, patient law, travel law, tort law, criminal law, insurance law, contract law.

Traffic legal protection **Move**

Move protects you from the most common risks in road traffic. Insured are the **8** most important areas of law:

Revocation of licence, taxation, ownership and property law in respect of vehicles, patient law, tort law, criminal law, insurance law, contract law.

Module **Complete**

The module Complete additionally protects against legal risks in specific legal areas. Insured are the following **9** areas of law:

Data protection, inheritance law, family law, internet law, privacy law, school law, tax and customs law, copyright law, association law.

Module real estate legal protection **Immo**

The module Immo protects property owners or landlords from legal risks related to building or living. Insured are the following **9** areas of law:

Legal protection for builders, ownership and property law in respect of real estate, expropriation law, neighbour law, public construction and planning law, tax law, commonhold property ownership law, legal protection for landlords, insurance law.

General Terms and Conditions of Insurance (GTCI) VIAC-Legal protection by Dextra

The private 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

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	✓		
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 depends on which insurance or modules (Private, Move, Immo, Complete) have been selected.

Private	The insurance is valid worldwide unless noted otherwise.
Move	The insurance is valid worldwide unless noted otherwise.
Complete	The insurance is valid worldwide unless noted otherwise.
Immo	The insurance is valid for Switzerland .

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.
 - **Public construction and planning law:** point in time when the building application is submitted. In the case of a subsequent building application for an own building project, the start of the work.
 - **School 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 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 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 sum insured depends on which insurance or modules (Private, Move, Immo, Complete) have been selected.

	Coverage Switzerland	Coverage World
Private	max. CHF 1'000'000	max. CHF 250'000
Move	max. CHF 1'000'000	max. CHF 250'000
Complete	max. CHF 10'000	max. CHF 10'000
Immo	max. CHF 50'000	×

The insurance coverage is available only once per event or 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 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. Writing 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 assist you (JUSupport)?

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.

D. Areas of law covered

D1 Which areas of law are covered by Private?

The private legal protection Private covers the following legal areas:

Private	Switzerland (in CHF)	World (in CHF)
1. Employment law Disputes with private and public employers and domestic staff.	✓ 1,000,000	✓ 250,000
2. Ownership and property law in respect of movable property Disputes relating to ownership, possession and other real rights.	✓ 1,000,000	✓ 250,000
3. Tenancy and lease law Disputes with landlords/lessors and with sub-tenants of real estate and apartments in Switzerland which the person concerned inhabits/uses.	✓ 1,000,000	×
4. Neighbour law Civil law disputes as a tenant arising from neighbouring rights regarding self-occupied or self-used real estate and flats in Switzerland.	✓ 1,000,000	×
5. Patient law Disputes with physicians, dentists, hospitals, physiotherapists and other medical service providers.	✓ 1,000,000	✓ 250,000
6. Travel law Contractual disputes in connection with private travel.	✓ 1,000,000	✓ 250,000

7. 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	✓ 250,000
8. Criminal law Defence in case of negligent offences.	✓ 1,000,000	✓ 250,000
9. Insurance law Disputes with private and Swiss social insurance organizations, including pension funds, unemployment and health insurance funds.	✓ 1,000,000	✓ 250,000
10. Contract law Disputes arising from other unnamed contracts.	✓ 1,000,000	✓ 250,000

D2 Which areas of law are covered by Move?

The traffic legal protection Move covers the following legal areas:

Move	Switzerland (in CHF)	World (in CHF)
1. Revocation of licence Proceedings before administrative authorities for the revocation of driver licences and vehicle registrations.	✓ 1,000,000	✓ 250,000
2. Taxation Proceedings relating to the taxation of vehicles, ships and aircraft.	✓ 1,000,000	✓ 250,000
3. Ownership and property law in respect of vehicles, ships and aircraft Disputes relating to ownership, possession and other real rights in respect of vehicles, ships and aircraft.	✓ 1,000,000	✓ 250,000
4. Patient law Disputes with physicians, dentists, hospitals, physiotherapists and other medical service providers as the direct consequence of treatment after a traffic accident.	✓ 1,000,000	✓ 250,000
5. Tort law 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.	✓ 1,000,000	✓ 250,000
6. Criminal law Defence in case of negligent offences in connection with vehicles, ships and aircraft.	✓ 1,000,000	✓ 250,000
7. Insurance law Disputes with private and Swiss social insurance organizations in connection with traffic accidents involving vehicles, ships and aircraft, and disputes with vehicle insurers.	✓ 1,000,000	✓ 250,000
8. Contract law 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).	✓ 1,000,000	✓ 250,000

D3 Which areas of law are covered by the module Complete?

The module Complete covers the following areas of law:

Complete	Switzerland (in CHF)	World (in CHF)
1. Data protection Disputes arising from violations of Swiss law on data protection and the EU General Data Protection Regulation (GDPR).	✓ 10,000	✓ 10,000
2. Inheritance law Disputes arising out of Swiss inheritance law.	✓ 10,000	×
3. Family law Costs of mediation for a separation in case of cohabitation, registered partnership or marriage according to Swiss law.	✓ 10,000	×
4. Internet law 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) as well as filing of claims for damages and support with lodging a criminal complaint in case of credit card abuse (skimming) or identity fraud (phishing, hacking).	✓ 10,000	✓ 10,000
5. Privacy law Civil disputes in case of privacy violations of an insured person.	✓ 10,000	✓ 10,000
6. School law Disputes with kindergartens, school authorities, universities or universities of applied sciences in Switzerland.	✓ 10,000	×
7. Tax and customs law 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.	✓ 10,000	×
8. Copyright law Disputes arising from copyright law.	✓ 10,000	✓ 10,000
9. Association law Disputes arising from association law.	✓ 10,000	×

D4 Which areas of law are covered by the module Immo?

The module Immo covers the following areas of law:

Immo	Switzerland (in CHF)
1. Legal protection for builders Contractual disputes in connection with a construction project by an insured person up to a total contract price of CHF 500,000.	✓ 50,000
2. 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.	✓ 50,000

3. Expropriation law Disputes in connection with the expropriation of land/real estate.	✓ 50,000
4. Neighbour law Civil disputes as owner arising from neighbouring rights regarding owner-occupied or owner-used real estate and flats in Switzerland.	✓ 50,000
5. Public construction and planning law 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 neighbour.	✓ 50,000
6. Tax law 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.	✓ 50,000
7. Commonhold property ownership law Disputes among commonhold property owners and with the administration.	✓ 50,000
8. Legal protection for landlords If agreed according to the policy: Disputes as landlord/lessor of real estate.	✓ 50,000
9. Insurance law Disputes with building insurers.	✓ 50,000

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 relating 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 foundation and company law.
- g. Cases in connection with acts of war or terrorism, strikes or nuclear fission/fusion.
- h. Cases involving an unauthorised driver/pilot/skipper.
- i. Cases in connection with investigations of fitness to drive.
- j. 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.
- k. Cases in connection with defending against extracontractual liability claims.
- l. 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.

- m. Cases in connection with proceedings before international or supranational courts and international arbitration courts.
- n. Cases among persons insured under the same policy. In such cases, only the policyholder is insured (except family law).
- o. Cases against VIAC, its governing bodies and employees.
- p. 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.

F3 What happens in case of differences of opinion?

- a. If there are differences of opinion with regard to 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.