

General Terms and Conditions of Insurance

**Flex legal protection
for businesses**

Issue May 2022

Client information

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Client information

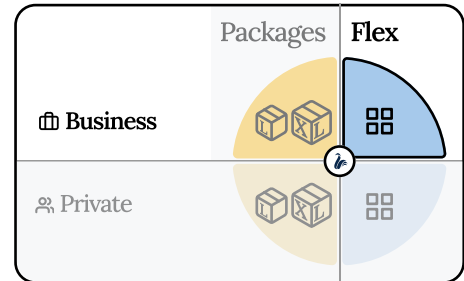
Dextra Legal Protection Ltd (Dextra) is an independent Swiss legal insurer headquartered in Zurich. It provides support in legal matters and protects against the financial risks of a legal dispute.

Dextra offers legal protection to private individuals and companies with standardised package solutions as well as customizable “Flex” products.

With Flex, you can customize your legal protection by choosing various legal modules in line with your needs. The modules can be combined at will. Moreover, you have the possibility of tailoring the modules to your individual requirements with additional benefit options such as insurance coverage, territorial scope or waiting period.

In addition to your business, you can also insure yourself as a private individual at preferential conditions. This insurance includes personal and traffic legal protection.

The following modules are available:



☐ Work Module

The Work Module is intended for employers.
It offers legal advice and assistance in case of disputes with employees and joint professional committees.

Selectable: Territorial scope, insurance coverage, waiting period

☐ Everyday Business Module

The Everyday Business Module is intended for companies that want to protect themselves against legal risks arising from contracts and insurances.
It offers legal advice and assistance in case of disputes arising from contracts with customers, suppliers and service providers, and with insurers.

Selectable: Territorial scope, insurance coverage, waiting period

☐ Cyber Module

The Cyber Module is intended for companies that want protection against internet hazards.
It offers legal advice and assistance in case of disputes arising from credit card abuse and identity fraud, and violations of data protection and privacy.

Selectable: Territorial scope, insurance coverage, waiting period

☐ Real Estate Module

The Real Estate Module is intended for owners (including commonhold property owners) and landlords of real estate in Switzerland used for commercial purposes.
It offers legal advice and assistance in case of disputes arising from contracts relating to construction, the purchase and sale of real estate, and in case of disputes with neighbors, tenants and leaseholders.

Selectable: Insurance coverage, waiting period

☐ Tenancy Module

The Tenancy Module is intended for tenants and leaseholders of real estate in Switzerland used for commercial purposes.
It offers legal advice and assistance in case of disputes with landlords and neighbors.

Selectable: Insurance coverage, waiting period

☐ Mobility Module

The Mobility Module is intended for users of vehicles, ships and aircraft that are utilised for commercial purposes.
It offers legal advice and assistance in case of disputes relating to vehicles, ships and aircraft, and in connection with traffic offences.

Selectable: Territorial scope, insurance coverage, waiting period

☐ Competition Module

The Competition Module is intended for companies that want to protect their intellectual property.
It offers legal advice and assistance in case of disputes arising from trademark, design, copyright, patent and antitrust law.

Selectable: Territorial scope, insurance coverage, waiting period

☐ All-Risk Module

The All-Risk Module is intended for companies that want protection for all legal matters.
This module offers advice in all areas of law, preventive examination of contracts and support with disputes that are not already insured in other modules.

Selectable: Territorial scope, insurance coverage, waiting period

☐ Legal protection for private individuals

Legal protection insurance for private individuals is intended for associates, self-employed persons, and members of management and of the board of directors who also wish to protect themselves as private individuals.
It offers legal advice and assistance on personal and traffic legal protection.

The insurances mentioned above are indemnity insurances.



General Terms and Conditions of Insurance (GTCI)

Flex for businesses

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

A Insured companies and persons

A1 Who is insured?

The insurance covers all the policyholder's sites in Switzerland and the co-insured companies listed in the policy having their headquarters in Switzerland, in the performance of their operational activities.

The insurance also covers those individuals acting on behalf of the policyholder and/or co-insured companies in the performance of their professional activities, with the following clarifications:

- a. **In all modules:** as associates; self-employed persons; members of management, of boards of directors and executive committees; members of boards of trustees and of the executive committees of associations.
- b. **In all modules:** as employees, freelancers, loaned/seconded personnel and family members who participate in work.
- c. **Real Estate Module:** as owners, including commonhold property owners, and as landlords/lessors of commercial real estate in Switzerland.
- d. **Tenancy Module:** as tenants/leaseholders of real estate in Switzerland that is used for commercial purposes.
- e. **Mobility Module:** as drivers, keepers, owners, passengers, renters or leaseholders of commercially used vehicles, ships and aircraft (with a maximum take-off weight (MTOW) of 5.7 tonnes), and as drivers or passengers of private and customers' vehicles driven for professional/commercial purposes (test drives, delivery or transfer journeys).

B Territorial and temporal scope

B1 Where are you insured?

The territorial scope of coverage depends on which modules and benefit options were chosen (Switzerland, Europe, World). The selected territorial scope is stated in the policy.

Territorial scope	
Switzerland	The insurance is valid for Switzerland. The Real Estate and Tenancy Modules are restricted to Switzerland.
Europe	The insurance is valid for member states of the European Union (EU) and for states in the European Free Trade Association (EFTA), unless noted otherwise.
World	The insurance is valid worldwide 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:
 - **Legal protection for collections:** point in time at which payment is defaulted.
 - **Public construction and planning law:** point in time when the building application is submitted.
 - **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 depends on the benefit options (0, 30 or 60 days) that were selected. The selected waiting period is stated in the policy. There is no waiting period for cases involving criminal and tort law, in case of administrative proceedings, and in case of prior insurance of the same risk and 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 which modules and benefit options were chosen. The amounts of cover selected are stated in the policy.

Insurance coverage	
Switzerland	Selectable
Europe	max. CHF 500,000
World	max. CHF 250,000

The insurance coverage is available only once per event, module 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. Party compensation and other costs of litigation including necessary translation costs.
- d. Party compensation orders 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 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 pre-meditated offence or if the case is dismissed following a settlement.
- n. Any costs and damages 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 Modules

The insured areas of law are subject to the modules chosen (Work, Everyday Business, Cyber, Real Estate, Tenancy, Mobility, Competition, All-Risk). The selected modules are stated in the policy.

D1 Work

The Work Module covers the following areas of law:

Areas of law	
1. Employment law	Disputes with employees arising from private or public-law employment relationships, and disputes with joint professional committees.
2. Swiss Posted Workers Act	Disputes with authorities and joint professional committees in connection with the Posted Workers Act.
Benefit options	
Insurance coverage (CHF)	Selectable: 300,000, 600,000, 1,300,000
Territorial	Selectable: Switzerland, Europe, World

D2 Everyday Business

The Everyday Business Module covers the following areas of law:

Areas of law	
1. Permits	Disputes in connection with procedures regarding revocations, restrictions or non-renewals of concessions, company/operating and professional licences, as well as work permits, short-time work permits or residence permits.
2. Ownership and property law in respect of movable property and animals	Disputes relating to ownership, possession and other real rights. Ownership of vehicles, ships and aircraft is insured in the Mobility Module, and ownership of real estate is insured in the Real Estate Module.
3. Legal protection for collections	Collection of non-periodic and non-medical receivables resulting from 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.
4. Medical service providers (TARMED)	Disputes with Swiss social insurance organizations regarding the adequacy (cost-effectiveness and quality) of the medical services provided, and disputes arising from rate agreements in place with Swiss social insurance organizations regarding medical services.
5. Travel law	Contractual disputes in connection with business trips. Contracts in connection with vehicles, ships and aircraft are insured in the Mobility Module.
6. Tort law	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 the Mobility Module.
7. Criminal law	Defence in case of negligent offences. Proceedings in connection with traffic offences involving vehicles, ships and aircraft are insured in the Mobility Module.
8. Insurance law	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 the Mobility Module, and building insurance is covered in the Real Estate Module.

Areas of law Everyday Business Module (cont.)	
9. Contract law	Disputes arising from other contracts with customers, suppliers and service providers which are not named and not listed in other modules. Employment contracts are insured in the Work Module, tenancy agreements are insured in the Tenancy Module, contracts in connection with vehicles, ships and aircraft are insured in the Mobility Module, and contracts in connection with construction and real estate are insured in the Real Estate Module.
Benefit options	
Insurance coverage (CHF)	Selectable: 150,000, 300,000, 600,000
Territorial scope	Selectable: Switzerland, Europe, World

D3 Cyber

The Cyber Module covers the following areas of law:

Areas of law	
1. Data protection law	Disputes arising from violations of the Swiss Federal Act on Data Protection and the EU General Data Protection Regulation (GDPR).
2. 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). Filing of claims for damages and support with lodging a criminal complaint in case of credit card abuse (skimming) or identity fraud (phishing, hacking).
Benefit options	
Insurance coverage (CHF)	Selectable: 300,000, 600,000, 1,300,000
Territorial scope	Selectable: Switzerland, Europe, World

D4 Real Estate

The Real Estate Module covers the following areas of law:

Areas of law	
1. Legal protection for builders	Contractual disputes in connection with a construction project by the insured company.
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.
3. Expropriation law	Disputes in connection with the expropriation of land / real estate.
4. Purchase and sale of real estate	Disputes arising from purchases and sales of real estate.
5. Neighboring rights	Civil disputes arising from neighbor law.
6. Public construction and planning law	Disputes arising from public construction law in connection with a construction project by the insured company for a building which is used for commercial purposes, and in connection with a construction project by a directly adjacent neighbor.
7. 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.
8. Commonhold property ownership law	Disputes among commonhold property owners and with the administration.

Areas of law Real Estate Module (cont.)	
9. Legal protection for landlords	Disputes as landlord/lessor of real estate in Switzerland.
10. Insurance law	Disputes with building insurers.
Benefit options	
Insurance coverage (CHF)	Selectable: 50,000, 100,000, 150,000
Territorial scope	Switzerland

D5 Tenancy

The Tenancy Module covers the following areas of law:

Areas of law	
1. Tenancy and lease law	Disputes as tenant/leaseholder of real estate used for commercial/industrial purposes in Switzerland.
2. Neighboring rights	Civil disputes on account of immissions or emissions resulting from smoke, gas, odours or noise.
Benefit options	
Insurance coverage (CHF)	Selectable: 300,000, 600,000, 1,300,000
Territorial scope	Switzerland

D6 Mobility

The Mobility Module covers the following areas of law:

Areas of law	
1. Revocation of licence	Proceedings before administrative authorities for the revocation of driver licences and vehicle registrations.
2. Taxation	Proceedings relating to the taxation of vehicles, ships and aircraft.
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.
4. 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).
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.
6. Criminal law	Defence in case of negligent offences in connection with vehicles, ships and aircraft.
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.
Benefit options	
Insurance coverage (CHF)	Selectable: 300,000, 600,000, 1,300,000
Territorial scope	Selectable: Switzerland, Europe, World

D7 Competition

The Competition Module covers the following areas of law:

Areas of law	
1. Company law	Disputes relating to defence against liability claims where an existing directors' and officers' liability insurance policy does not provide insurance coverage.
2. Antitrust law	Disputes in connection with claims arising from obstructions to competition and investigations by the Swiss Federal Competition Commission relating to restrictions on competition in Switzerland, and disputes arising from proceedings relating to notifications of company mergers in accordance with the Swiss Federal Act on Cartels and other Restraints of Competition (Cartel Act, CartA).
3. Consumer information / price surveillance	Civil disputes on account of abusive prices and breaches of regulations regarding the declaration of goods and services, or the obligation to provide information.
4. Intellectual property law	Civil disputes arising from trademark, design, copyright and patent law.
5. Tax and customs law	Disputes in connection with tax assessment by a Swiss tax authority relating to direct Federal tax, cantonal income tax and wealth tax, profit and capital taxes, value added tax and withholding tax, and stamp duty. Disputes in connection with customs orders by Swiss authorities. Taxation of vehicles, ships and aircraft is insured in the Mobility Module, and tax in connection with real estate is insured in the Real Estate Module.
6. Unfair competition	Disputes arising from civil claims or public-law proceedings on account of unfair competition.
Benefit options	
Insurance coverage (CHF)	Selectable: 10,000, 25,000, 50,000
Territorial scope	Selectable: Switzerland, Europe, World

D8 All-Risk

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

Benefits	
1. AdvicePlus	Advice and support with legal matters concerning all fields of Swiss law, provided by Dextra's lawyers and legal experts.
2. Examination of contract texts	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.
3. Legal disputes	Disputes that are not already insured in another module. Premeditated offences are not covered.
Benefit options	
Insurance coverage (CHF)	Selectable: 1,000, 2,000, 3,000
Territorial scope	Selectable: Switzerland, Europe, World

E Legal protection for private individuals

Legal protection insurance for private individuals is intended for associates, self-employed persons, and members of management and of the board of directors who wish to protect themselves additionally as private individuals. The insurance coverage comprises the products Private XL and Move XL in the household variant (see [GTCL Private Packages 2022](#)). The Modules Real Estate Immo XL and All-Risk are not included.

F Coverage restrictions

F1 Which legal cases are not insured?

- a. Cases covered by a module which was not selected by the policyholder, and cases in areas of law that are not explicitly mentioned in the selected 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 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.
- d. Cases in connection with supplementary and penalty tax proceedings, and the valuation of real estate and company shares.
- e. Cases in connection with company law, insofar as not explicitly insured.
- f. Cases in connection with activities as General Contractor and Total Contractor.
- g. Cases relating to the commercial construction and conversion of real estate with the intention of selling it.
- h. Cases in connection with acts of war or terrorism, strikes or nuclear fission/fusion.
- i. Cases involving an unauthorised driver/pilot/skipper.
- j. Cases in connection with investigations of fitness to drive.
- k. 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.
- l. Cases in connection with defending against extra-contractual liability claims.
- m. 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.
- n. Cases in connection with proceedings before international or supranational courts and arbitration courts.
- o. Cases among persons insured under the same policy. In such cases, only the policyholder is insured.
- p. Cases against Dextra, its governing bodies, employees and agents, and other persons who provide services in a legal case.

G Procedure in a covered case

G1 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.

G2 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.

G3 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.

H General provisions

H1 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.

H2 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 the domicile is transferred outside of Switzerland or in the event of bankruptcy/merger of the policyholder.

H3 What should be considered 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.

H4 How is the premium calculated?

Calculation of the premium is based on alterable facts (business activities, annual turnover, payroll amount, etc.). The turnover and payroll amount of co-insured companies must be added to those of the policyholder. If the calculation basis changes by more than 10% in relation to the figures stated in the policy, the policyholder must notify Dextra of this at the start of the new insurance year. If new, ordinary changes occur during the insurance year (e.g. new employees, new vehicles), they are insured until the next principal expiration date. Extraordinary changes (e.g. changes to business activities, acquisitions) must be notified immediately during the insurance year.