

General Terms and Conditions of Insurance

**Flex legal protection
for private individuals**

Issue May 2022

Client information

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A Insured persons	02
B Territorial and temporal scope	02
C Insurance coverage and benefits	03
D Modules	04
E Coverage restrictions	08
F Procedure in a covered case	08
G General provisions	09

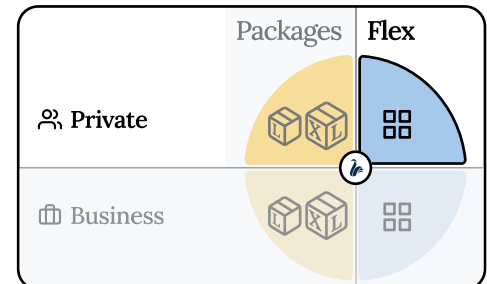


Client information

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. In addition, 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.



The following modules are available:

<input type="checkbox"/> Everyday Module <p>The Everyday Module is intended for persons who want to protect themselves against legal risks arising from contracts, insurances and internet hazards.</p> <p>It offers legal advice and assistance in case of disputes arising from contracts, credit card abuse and identity fraud, and violations of data protection and privacy.</p> <p>Selectable: Territorial scope, insurance coverage, waiting period</p>	<input type="checkbox"/> Work Module <p>The Work Module is intended for employees.</p> <p>It offers legal advice and assistance in case of disputes with employers.</p> <p>Selectable: Territorial scope, insurance coverage, waiting period</p>	<input type="checkbox"/> Family Module <p>The Family Module is intended for couples and families.</p> <p>It offers legal advice and assistance in case of disputes with school and child protection authorities, and in case of legal disputes relating to family law, inheritance law and tax law.</p> <p>Selectable: Insurance coverage, waiting period</p>
<input type="checkbox"/> Health Module <p>The Health Module is intended for persons who want to protect themselves against legal risks involving medical service providers.</p> <p>It offers legal advice and assistance in case of disputes with insurers, physicians, hospitals or physiotherapists.</p> <p>Selectable: Territorial scope, insurance coverage, waiting period</p>	<input type="checkbox"/> Real Estate Module <p>The Real Estate Module is intended for owners (including commonhold property owners) of real estate in Switzerland.</p> <p>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.</p> <p>Selectable: Insurance coverage, waiting period</p>	<input type="checkbox"/> Tenancy Module <p>The Tenancy Module is intended for tenants of real estate and apartments in Switzerland.</p> <p>It offers legal advice and assistance in case of disputes with landlords and neighbors.</p> <p>Selectable: Insurance coverage, waiting period</p>
<input type="checkbox"/> Mobility Module <p>The Mobility Module is intended for users of vehicles, ships and aircraft.</p> <p>It offers legal advice and assistance in case of disputes relating to vehicles, ships and aircraft, and in connection with traffic offences.</p> <p>Selectable: Territorial scope, insurance coverage, waiting period</p>	<input type="checkbox"/> Landlord Module <p>The Landlord Module is intended for landlords of real estate and apartments in Switzerland.</p> <p>It offers legal advice and assistance in case of disputes with tenants and leaseholders.</p> <p>Selectable: Insurance coverage, waiting period</p>	<input type="checkbox"/> All-Risk Module <p>The All-Risk Module is intended for those who want protection for all legal matters.</p> <p>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.</p> <p>Selectable: Territorial scope, insurance coverage, waiting period</p>

The insurances mentioned above are indemnity insurances.



General Terms and Conditions of Insurance (GTCI)

Flex for private individuals

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 individuals, with the following clarifications:

- a. **Everyday Module:** as a pedestrian and driver of vehicles not subject to mandatory registration, and as a passenger in a public or private means of transport.
- b. **Work Module:** as an employee and employer of domestic staff.
- c. **Real Estate Module:** as the owner of real estate and apartments in Switzerland, including commonhold property owners.
- d. **Tenancy Module:** as the tenant/leaseholder of owner-occupied real estate and apartments in Switzerland.
- e. **Mobility Module:** as the driver/skipper/pilot of registered vehicles (private and professional/work-related), ships and aircraft (with a maximum take-off weight (MTOW) of 5.7 tonnes), as the private keeper, owner, passenger, renter or leaseholder of vehicles, ships and aircraft (with a maximum take-off weight (MTOW) of 5.7 tonnes), as a passenger in a public or private means of transport, and as a pedestrian and driver of vehicles not subject to mandatory registration.
- f. **Landlord Module:** as the landlord/lessor of real estate and apartments in Switzerland.
- g. **In all modules:** as professionals or self-employed persons in Switzerland, with an annual gross income of up to CHF 24,000.

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 Family, Real Estate, Tenancy and Landlord 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:

- **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 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 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 which modules and benefit options were chosen. The insurance coverages 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. Judicial costs 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 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 Modules

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

D1 Everyday

The Everyday 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. 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. 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).
4. Privacy law	Civil disputes in case of privacy violation of an insured person.
5. Travel law	Contractual disputes in connection with private travel. 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; claims for damages against medical service providers are insured in the Health 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. Copyright law	Disputes arising from copyright law.
9. 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, building insurance is covered in the Real Estate Module, and disputes under insurance law in the capacity of patient are insured in the Health Module.
10. Contract law	Disputes arising from other contracts 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 with medical service providers are insured in the Health 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: 300,000, 600,000, 1,300,000
Territorial scope	Selectable: Switzerland, Europe, World

D2 Work

The Work Module covers the following area of law:

Area of law	
1. Employment law	Disputes with private and public employers and domestic staff.
Benefit options	
Insurance coverage (CHF)	Selectable: 300,000, 600,000, 1,300,000
Territorial scope	Selectable: Switzerland, Europe, world

D3 Family

The Family Module covers the following areas of law:

Areas of law	
1. Inheritance law	Disputes arising out of Swiss inheritance law.
2. Family law	Costs of mediation for a separation in case of cohabitation, registered partnership or marriage according to Swiss law.
3. 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.
4. School law	Disputes with kindergartens, school authorities, universities or universities of applied sciences in Switzerland.
5. 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. 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. Animal law	Disputes with authorities in connection with keeping pets.
7. Association law	Disputes arising from association law.
Benefit options	
Insurance coverage (CHF)	Selectable: 2,500, 5,000, 10,000
Territorial scope	Switzerland

D4 Health

The Health Module covers the following areas of law:

Areas of law	
1. Patient law	Disputes with physicians, dentists, hospitals, physiotherapists and other medical service providers.
2. Tort law	Filing damage and compensation claims for personal suffering in connection with bodily injuries inflicted by medical service providers. Support with lodging a criminal complaint.
3. Insurance law	Patient disputes with private and Swiss social insurance organizations.
Benefit options	
Insurance coverage (CHF)	Selectable: 300,000, 600,000, 1,300,000
Territorial scope	Selectable: Switzerland, Europe, World

D5 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 an insured person up to a total contract price of CHF 500,000.
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.
3. Expropriation law	Disputes in connection with the expropriation of land / real estate.
4. Purchase and sale of real estate	Disputes arising from the purchase and sale of real estate up to a purchase price of CHF 500,000.
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 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.
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.
9. Insurance law	Disputes with building insurers.
Benefit options	
Insurance coverage (CHF)	Selectable: 5,000, 25,000, 50,000
Territorial scope	Switzerland

D6 Tenancy

The Tenancy Module covers the following areas of law:

Areas of law	
1. 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 Rental of vehicles, ships and aircraft is covered in the Mobility Module.
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

D7 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.

Areas of law Mobility Module (cont.)	
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. Patient law	Disputes with physicians, dentists, hospitals, physiotherapists and other medical service providers as the direct consequence of treatment after a traffic accident.
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	Criminal law Defence in case of negligence 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.
8. Contract law	Contractual 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).
Benefit options	
Insurance coverage (CHF)	Selectable: 300,000, 600,000, 1,300,000
Territorial scope	Selectable: Switzerland, Europe, World

D8 Landlord

The Landlord Module covers the following area of law:

Areas of law	
1. Legal protection for landlords	Disputes with tenants and leaseholders. The insurance covers the rented units listed in the policy.
Benefit options	
Insurance coverage (CHF)	Selectable: 300,000, 600,000, 1,300,000
Territorial scope	Switzerland

D9 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: 500, 1,000, 1,500
Territorial scope	Selectable: Switzerland, Europe, World

E Coverage restrictions

E1 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 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 extra-contractual 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 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.