

# GENERAL TERMS AND CONDITIONS OF INSURANCE

## GTCI SB 2017 – **SMALL BUSINESS**

### 1. INSURED PERSONS

#### a) Private Legal Protection:

- In case of individual companies, the policyholder and all those persons permanently living in the same household with the policyholder, as well as their children in education/underage children, even if not living in the same household.
- In case of companies in sole family ownership, all shareholders living in the same household, all those persons who are permanently living in the same household with them, as well as all of their children in education/underage children, even if not living in the same household.

#### b) Business Legal Protection:

- In case of individual companies, the policyholder, their employees, freelance employees, leased staff, the cooperating family members.
- In case of companies in sole family ownership, this company and the businesses/locations co-insured acc. to the policy, the shareholders, members of their Board of Directors, Foundation Councils, members of their Administration, members of their Executive Board, employees, freelance employees, leased staff, the cooperating family members.

### 2. INSURED CAPACITIES

#### a) Private Legal Protection:

- The person insured under private legal protection shall be insured as private individuals and as employees, and as private drivers/pilots, holders, owners, tenants, lessees of registered vehicles, vessels. In the event of an accident with any such vehicle, any other drivers and passengers shall likewise be insured.
- As drivers under private legal protection, the insured persons shall also be insured on a professional basis.
- The persons insured under private legal protection shall likewise be covered as pilots of any aircraft and as private holders, owners, tenants or lessees of any aircraft up to a maximum of 5.7t of MTOW.

#### b) Business Legal Protection:

- The policyholder and the co-insured businesses/locations are insured as businesspeople, property owners as well as holders, owners, tenants, lessees of any company vehicle, vessel, aircraft.
- The other persons insured under business legal protection shall be insured as professionals, employees for the policyholder and the co-insured businesses/locations.
- As drivers/pilots of any company vehicle, vessel, aircraft, all persons shall be insured.

### 3. INSURED EVENTS

	PRIVATE	OPERATION	Coverage CHF
a) <b>Labour law:</b> disputes with employers under private/public law, employees as well as with joint professional commissions.	✓	✓	300'000
b) <b>Tenancy law:</b> disputes with landlords, (sub-)tenants.	✓	✓	600'000
c) <b>Work contracts with builders:</b> work contract-related disputes with builders regarding own real estate, provided that the total construction costs of a building project do not exceed an amount of CHF 150,000.	✓	✓	150'000
d) <b>Agreements in connection with vehicles:</b> disputes resulting from agreements concluded by the insured person with regard to a registered vehicle, aircraft, vessel.	✓	✓	150'000
e) <b>Any other agreements:</b> disputes resulting from any other agreements not mentioned under a)-d) which have been concluded by the insured person with customers, suppliers, service providers.	✓	✓	150'000

### 3. INSURED EVENTS – continuation

	PRIVATE	OPERATION	Coverage CHF
f) <b>Collection legal protection:</b> Collection of non-periodic, non-medical receivables from agreements acc. to e) vis-à-vis customers having their place of business/residence in Switzerland until presentation of an attachment loss certificate/bankruptcy notice. The insurance mustn't have existed on commencement of the insurance and the costs of the dunning system have to be borne by the insured.		✓	150'000
g) <b>Internet legal protection:</b> intervention in case of infringements of rights on the Internet which have been posted on the Internet after the commencement of coverage.	✓	✓	150'000
h) <b>Criminal law, administrative measures:</b> defence in case of tort of negligence. In case of offences based on intent: subsequent reimbursement of costs in any case of discontinuation of proceedings/acquittal.	✓	✓	600'000
i) <b>Compensation for damages and satisfaction:</b> demand for non-contractual liability claims as damaged party. Criminal complaint and victim assistance in this context.	✓	✓	600'000
j) <b>Patient law:</b> disputes with physicians, hospitals and other medical persons and institutions.	✓		600'000
k) <b>Insurance law:</b> disputes with private and social insurance companies, including pension, unemployment insurance and healthcare funds.	✓	✓	600'000
l) <b>Law of ownership and property regarding movable property:</b> disputes arising from ownership, property and other rights in rem.	✓	✓	600'000
m) <b>Law of ownership and property regarding real estate:</b> disputes in connection with easements and land charges registered in the land register, as well as boundary disputes.	✓	✓	600'000
n) <b>Neighbour law:</b> disputes of a civil law nature with directly adjacent real estate owners.	✓	✓	150'000
o) <b>Floor ownership law:</b> disputes with other floor owners.	✓	✓	600'000
p) <b>Building permit application:</b> objection to a building permit application of a directly adjacent neighbour.	✓	✓	150'000
q) <b>Expropriation:</b> disputes as a consequence of expropriations.	✓	✓	150'000
r) <b>Permits:</b> intervention following withdrawal/restriction/non-renewal of permits, public contributions, subsidies.	✓	✓	150'000
s) <b>Unfair competition:</b> assertion of claims, defence against claims from unfair competition.		✓	150'000
t) <b>Trademark law, design law, copyright law:</b> assertion of claims, defence against claims from trademark, design, copyright law.		✓	150'000
u) <b>Performance audit/collective labour disputes:</b> performance audit proceedings conducted in accordance with Section 56 Swiss Health Insurance Act by health insurance companies/their associations, outside the ordinary courts. TARMED disputes before the Joint Confidentiality Committee.		✓	150'000
v) <b>Tax law:</b> disputes related to Swiss tax assessments rendered during the period of insurance, excl. supplementary taxes. The objection filed with the tax authorities is not yet insured.	✓	✓	150'000
w) <b>JUSupport:</b> the solicitors and legal experts at Dextra Legal Protection Ltd also provide legal support, advice in all aspects of life to the best of their knowledge and within the framework of their personnel and professional possibilities, without recognising any legal obligation to do so, including in legal areas not/only partially covered.	✓	✓	

#### 4. INSURED BENEFITS

- a) Legal services of the solicitors and legal experts at Dextra Legal Protection Ltd.
- b) Monetary benefits up to the respective sums insured mentioned in clause 3 for:
  - lawyer's fees at the customary local rates to the exclusion of success fees
  - necessary costs of expert opinions and analyses
  - procedural, arbitration court and mediation costs incl. the respective necessary interpreter costs
  - costs for orders for payment, institution of legal proceedings, attachment and bankruptcy notice (debt collection)
  - reproduction fee, court/administration costs for an order for summary punishment and/or an administrative measure
  - necessary travel expenses in case of summons outside the canton of residence
  - proven loss of earnings in case of summons
  - party compensation to the counter-party
  - bails (only on an advance payment level to prevent remand in custody)

From this sum, the intervention costs awarded to the insured person shall be deducted.
- c) For disputes and proceedings with the place of jurisdiction/applicable law being outside Switzerland, the maximum sum insured shall be CHF 150,000.
- d) For each individual case, the maximum sum insured in the amount of CHF 600,000 will only be provided once. The same applies to all events of damage of one policy in one global insurance year.
- e) Damage buyout: Dextra Legal Protection Ltd may release itself from its obligation to perform by replacement of the material damage benefit.

#### 5. NON-INSURED EVENTS AND BENEFITS (JUSupport shall remain reserved)

- a) Events as an unauthorised driver/pilot/user of any vehicle, vessel, aircraft.
- b) Assertion of claims that have been assigned to the insured person.
- c) Disputes with any neighbour with the same subject matter as any dispute already conducted with such neighbour.
- d) Property purchase/sale/exchange/donation, disputes as general/overall contractor, as well as cases in connection with constructions/conversions subject to approval of own real estate, if the total construction costs of the construction project exceed an amount of CHF 150,000.
- e) Disputes with insurance companies in connection with illnesses/consequences of an accident, which already arose for the first time prior to the initial conclusion of the present legal protection insurance (individual agreement shall remain reserved). In contrast, the insurance shall cover any such disputes that arise in case of any switch to another insurance company that is performed seamlessly in time and corresponding coverage by the pre-existing insurance.
- f) Disputes in connection with the trading of securities, objects of art, and speculative and investment transactions.
- g) Disputes under corporate law and from the purchase, sale, exchange and donation of companies and shareholdingsthereof.
- h) Disputes in connection with invention patents/antitrust law.
- i) Disputes as a consequence of acts of war or terrorism, strike or nuclear fission/fusion.
- j) Disputes between persons insured under the same policy. In the above-mentioned cases, only the policyholder himself or herself will be insured.
- k) Disputes with Dextra Legal Protection Ltd, its employees/its mandated persons.

## 6. LOCAL AND TEMPORAL SCOPE OF APPLICATION – Contract Period, Contract Adaptation, Premium Expiration Date

- a) The insurance shall apply on a global basis in all constitutional countries, subject to the following exceptions:
  - Mediation shall be exclusively insured within Switzerland.
  - Arbitration proceedings shall be exclusively insured within Switzerland and before national courts of arbitration.
- b) Dextra Legal Protection Ltd does not offer legal protection in the case that the need for legal assistance came into existence/was already foreseeable before the insurance coverage entered into force. In the event that the need for legal assistance is expressed only after the end of the insurance period, the date of the event insured shall likewise be assumed as existing only then.
- c) The insurance coverage shall begin after the expiry of a period of 60 days calculated from the commencement of the contract. In the case of any switch to Dextra Legal Protection Ltd that is performed seamlessly in time, such waiting period shall not apply, provided that the dispute was already covered beforehand. Moreover, no waiting period shall apply in any cases of compensation for damages and satisfaction after an accident.
- d) The commencement of the contract shall be stated in the insurance policy. The insurance shall be concluded for a period of one year and shall be tacitly renewed for the next insurance year, unless any of the parties terminates the contract before the expiry of the insurance year.
- e) New General Terms and Conditions of Insurance and premium adjustments shall be announced in due time upon invoicing before expiry of the insurance year and shall be deemed to have been accepted by the policyholder for the following insurance year, unless the policyholder terminates the contract before the expiry of the current insurance year.
- f) The respective other party must receive the notification of any termination on the last working day before the end of the insurance year at the latest.
- g) In any case, the respective insurance premium shall become due in advance. The main premium expiration as well as any auxiliary expiration date during the year shall be stated in the insurance policy.
- h) The present SMALL BUSINESS product shall apply to individual companies and companies in sole family ownership up to an annual total wage/fee of CHF 200,000 and an annual turnover of CHF 400,000 (individual agreement shall remain reserved). In the event that the conditions are no longer fulfilled, the policyholder shall communicate this to Dextra Legal Protection Ltd within a period of 30 days following the conclusion of the relevant financial year. This information will then serve as a basis of calculation of the premium from the following invoicing onwards.

## 7. PROCESSING OF AN EVENT INSURED – Free Choice of a Lawyer – Differences of Opinions

- a) The expression of any need for legal assistance shall be made as soon as possible at Dextra Legal Protection Ltd online/by e-mail/mail/telephone. All documents related to the legal case are to be made available to Dextra Legal Protection Ltd.
- b) In the absence of any direct imminent danger, the insured person himself or herself shall not appoint any legal representative, shall not initiate any proceedings, shall not reach any settlement and shall not use any legal remedy; otherwise, the insured person shall be obliged to bear any additional expense caused in this respect.
- c) Dextra Legal Protection Ltd shall provide the insured person with advice and shall initiate appropriate measures in agreement with the insured person. To the extent that no additional expenses are caused therewith, the insured person may suggest his or her own representative to Dextra Legal Protection Ltd at any time. Such legal representative is to be released from any obligation of professional secrecy.
- d) In the event of any court or administrative proceedings or in the case of any conflict of interests, the insured person shall be legally entitled to freely choose his or her own legal representative. In the event that Dextra Legal Protection Ltd refuses to accept the chosen representative, the insured person may make three proposals for another representative out of which one is to be accepted by Dextra Legal Protection Ltd. The insured person may also choose any of the representatives recommended by Dextra Legal Protection Ltd.
- e) If Dextra Legal Protection Ltd counsels and supports the insured person without reservation, this shall not be deemed a cover note.
- f) To the extent permitted by law, Dextra Legal Protection Ltd does not accept any liability for consultations not subject to any legal obligation.
- g) In the case of any difference of opinions between the insured person and Dextra Legal Protection Ltd with regard to the measures to be taken, in particular in the case that Dextra Legal Protection Ltd considers the intervention to be futile, the insured person may request within a period of fourteen (14) days after receipt of the justified letter of Dextra Legal Protection Ltd that the matter be assessed by an arbitrator, who shall be appointed jointly by the parties immediately following such request and may not maintain any relationship of trust to any of the parties.