

# General Terms and Conditions of Insurance

Business XL – revised edition 12.2021

Protected all around

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## How does Business work?

The insurance cover includes the entire package of modules Working, Real Estate, Construction, Mobility, Cyber, Intellectual property and Society. The individual selection of modules can be supplemented by the additional modules Private, Advice +, All-Risk, Agriculture and Medica. The insurance policies referred to are indemnity insurance policies.

## Who is insured?

Insured are all locations of the policyholder as well as the co-insured companies listed in the policy within the scope of the business activity.

## In which capacity are you insured?

- a) Associates, members of the board of directors, members of the board of trustees, members of administrative bodies and members of the executive committee of associations in their professional activity for the policyholder or co-insured companies.
- b) Employees, freelancers, hired personnel and family members working for the policyholder or co-insured companies in their professional activities.
- c) Holders, owners, tenants, lessees, drivers, pilots or passengers of operational vehicles, ships or aircraft (up to max. 5.7t MTOW).
- d) Owners of operational real estate.
- e) Additional module Medica: Medical service providers.

## Where is the insurance cover valid?

The insurance is valid worldwide, with the following two exceptions:

- Mediation is covered exclusively in Switzerland.
- Arbitration proceedings are covered exclusively in Switzerland and before national arbitral tribunals

## What services are insured?

- a) The legal services of the lawyers and legal experts of Dextra. These services are charged at CHF 180 per hour.
- b) Cash benefits up to the respective coverage amounts listed in the modules for:
  - Necessary legal fees that are considered normal for the local area, up to the hourly rate of CHF 350, excluding contingent fees
  - Necessary expert opinions and analyses
  - Costs of litigation, arbitration and mediation, including any necessary interpreter costs
  - Collection costs (payment order, judicial vitiating of an objection to enforcement, seizure and bankruptcy notice)
  - Office fees, judicial and administrative costs of a penalty order or administrative measure

- Necessary travel expenses if you are summoned outside of your canton of residence
  - Documented loss of earnings due to summons
  - Costs paid to the opposing party
  - Bail bonds (only as an advance payment in order to avoid being remanded in custody)
  - Advance payment of up to CHF 10,000 to cover the cost of the first lawyer called. The advance payment must be repaid if you are convicted of a premeditated offence or the case is dismissed
- c) Any awarded costs and damages shall go to Dextra.
- d) For disputes and proceedings with foreign jurisdiction / applicable law, the maximum sum insured is CHF 250,000.
- e) The maximum amount covered selected in the modules is only available once per event. The same applies to all claims under a policy in one insurance year.
- f) In addition, the amount covered selected in the modules is only available once per insurance year for all claims in a module or additional module.
- g) Dextra can free itself completely from the obligation to pay by buying out the value in dispute with consideration for the risks of litigation and collection.

### **When does the insurance cover come into effect?**

- a) The start date of the contract is set out in the insurance policy. The insurance cover comes into effect after a waiting period of 30 days after the start date of the contract (sogenannter Versicherungsbeginn). There is no waiting period for a seamless change of insurer as long as the dispute would have been covered by the previous insurer. There is no waiting period in cases of damages and compensation for personal suffering following an accident.
- b) The insurance shall be valid for one year and renew automatically for another year unless it is terminated by a party by the final working day prior to the expiry of the current insurance year in written or electronic text form.
- c) The policyholder has the right to withdraw from the insurance contract within 14 days after receipt of the policy. In this case, benefits already received are to be refunded.
- d) Notice shall be given of new General Terms and Conditions of Insurance and premium adjustments in good time; these shall be considered accepted unless the contract is terminated before the end of the current insurance year.
- e) The insurance contract expires on the day the domicile is transferred from Switzerland or in the event of bankruptcy/merger of the policyholder.

### **How are insurance premiums calculated?**

- a) The calculation of the premium is based on changeable facts (business activity, total wages / fees, annual turnover, number of employees, etc.). Changes of more than 10% to the figures noted in the policy must be reported by the policyholder within 60 days of the end of the financial year. Before this notification, there is only precautionary cover, provided that everything has been declared correctly so far.
- b) Dextra may charge a fee for special expenses such as shipping or administration costs.

### **How do I report a case?**

- a) Cases are reported online and all documents must be submitted electronically.
- b) Without the prior consent of Dextra, the insured person may not engage the services of any legal representative, initiate any proceedings, agree any settlement or take any legal action. Otherwise, the insured person must bear any and all additional costs resulting from this.

### **What is it like to work with the lawyers and legal experts from Dextra?**

- a) The lawyers and legal experts from Dextra will support the insured person, conduct discussions with a view to settling the dispute and take suitable action in coordination with the insured person. The insured person can suggest their own legal representative as long as this does not incur additional costs.
- b) The insured person is free to select a legal representative in judicial or administrative proceedings or in the event of a conflict of interest. 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.
- c) The legal representative must be released from their professional duty of confidentiality and must use the portal for lawyers provided by Dextra.
- d) If Dextra provides the insured person with advice and support without reservation, this must not be interpreted as a commitment to provide cover. Dextra also rejects all liability for advice given without a legal obligation.
- e) If there is a difference of opinion with regard to the action to be taken, especially if Dextra considers intervention futile, the insured person can demand that the case be assessed by an arbitrator within 14 days of receiving a letter from Dextra justifying its position. The arbitrator shall be selected by mutual agreement and may not be in a confidential relationship with either of the parties. The losing party shall bear the costs and reimburse the winning party for its share of the advance payment.
- f) If Dextra refuses to take further action and if the insured person litigates at their own expense and obtains a more advantageous outcome through a judgement, Dextra shall cover the costs of the proceedings.

## **When does Dextra provide services?**

- a) Dextra provides insured services when the need for legal support arises, after the end of any relevant waiting period of 30 days.
- b) Dextra shall not provide any services if the need for legal support was foreseeable prior to the start of the contract or during any relevant waiting period, given the usual sequence of events and general experience.
- c) If a case is reported after the end of the insurance, it shall be assumed that there was a need for legal support at the moment the case was reported.

## **How does JUSupport help me?**

For up to five hours per year and with no legal obligation, the lawyers and legal experts at Dextra provide internal legal support and advice on legal matters under any circumstances, even in legal fields that are not or are only partially insured.

## **What is not insured?**

- a) Cases covered under a module not chosen by the policyholder, as well as cases in areas of law not specifically mentioned in the chosen modules.
- b) Cases in connection with accounts receivable which have been assigned or have transferred to the insured person, as well as cases of assumed debt.
- c) Cases in connection with insurance companies concerning illnesses or accidents if those illnesses occurred for the first time prior to the date of inception or if the accidents happened prior to the date of inception (individual agreements notwithstanding). In the event of a seamless change of insurer, such disputes are insured as long as the disputes would have been covered by the previous insurer.
- d) Disputes as general and total contractor.
- e) Cases in connection with the trading of securities or works of art or speculative transactions and investment business.
- f) Cases in connection with the purchase, sale, swapping or gifting of companies or shares in companies.
- g) Cases in connection with acts of war or terrorism, strikes or nuclear fission/fusion.
- h) Cases involving an unauthorised driver/pilot/skipper and concerning driving licence recovery.
- i) Cases with a neighbour with the same subject matter as a dispute that has already been had with them.
- j) Cases between people who are covered by the same policy. In these cases, only the policyholder is covered.
- k) Cases against Dextra, its employees or its agents.

## MODULES

### Working

Amount of cover: max. CHF 1,200,000

- Employment law: Disputes with employees and with joint professional committees.
- Swiss Posted Workers Act: Disputes with authorities and with joint professional committees.

### Real Estate

Amount of cover: max. CHF 1,200,000

- Tenancy law: Disputes with landlords and tenants.
- Lease law: Disputes with lessors and lessees.
- Commonhold property ownership law: Disputes between commonhold owners and the administration.
- Property law relating to real estate: Disputes in connection with easements and land charges registered in the land register as well as boundary disputes. Actions for restitution and actions for abatement.
- Neighbour law: Civil disputes between neighbours.
- Expropriation law: Legal action in cases of official and material expropriation.
- Land use and zone planning: Judicial disputes concerning land use and zone planning.

### Construction

Amount of cover: max. CHF 150,000

- Real estate acquisition: Disputes arising from the purchase and sale of real estate.
- Contracts with companies, architects and clients: Disputes concerning construction / reconstruction / refurbishment of real estate.
- Public building and planning law: Legal action concerning a building application filed by a neighbour.

## Mobility

Amount of cover: max. CHF 1,200,000

- Contracts in connection with vehicles: Disputes concerning registered vehicles, aeroplanes and ships.
- Insurance law Mobility: Disputes with private and social insurance companies including pension and health funds.
- Property law relating to vehicles: Disputes arising from ownership, possession and other real rights.
- Damages and compensation for personal suffering Mobility: Collection of extra-contractual liability claims as an injured party. Reporting criminal offences and requests for victim aid in this context.
- Criminal law and administrative measures Mobility: Defence against torts of negligence. Otherwise, the costs must subsequently be repaid if you are acquitted or the case is dismissed on the grounds of an emergency or self-defence or insufficient suspicion or facts.
- Legal protection for travel: Disputes in connection with business trips.

## Cyber

Amount of cover: max. CHF 1,200,000

- Internet law: Intervention in cases of cyber bullying, identity abuse, credit card abuse, phishing, personality and other violations of rights on the Internet, if these occurred after the start of the insurance policy.
- Data protection law: Disputes arising from breaches of the Swiss Federal Act on Data Protection and the GDPR.

## Intellectual property

Amount of cover: max. CHF 150,000

- Trademark, copyright, design and patent law: Filing of and defence against civil claims under trademark, copyright, design and patent law.

## Society

Amount of cover: max. CHF 600,000

- Contract law: Disputes arising from contracts with customers, suppliers and service providers that are not insured in other modules.
- Unfair competition: Filing of and defence against civil claims due to unfair competition.
- Corporate law: disputes concerning the defence against liability claims where an existing directors' and officers' liability insurance policy does not provide insurance cover.
- Antitrust law: Disputes concerning breaches of the Swiss Act on Cartels.
- Consumer information/price surveillance: Filing of and defence against civil claims under the Swiss Consumer Information Act and Price Surveillance Act.

- Tax law: Legal action concerning taxation by Swiss authorities, excluding supplementary and penalty taxes. Objections are not insured yet.
- Customs law: Legal action concerning customs orders by Swiss authorities. Complaints are not insured yet.
- Legal protection for collections: Collection of non-periodic, non-medical receivables resulting from contracts with customers who have their headquarters/residence in Switzerland until a loss certificate or bankruptcy notice is issued. The claim must have arisen after the date of inception and the insured party must take charge of dunning.
- Permits: Intervention after the revocation/restriction/non-renewal of permits, public contributions or subsidies.
- Ownership and property rights to movable property and animals: Disputes arising from ownership, possession and other real rights.
- Criminal law: Defence against torts of negligence. Otherwise, the costs must subsequently be repaid if you are acquitted or the case is dismissed on the grounds of an emergency or self-defence or insufficient suspicion or facts.
- Damages and compensation for personal suffering: Collection of extra-contractual liability claims as an injured party. Reporting criminal offences and requests for victim aid in this context.
- Insurance law: Disputes with private and social insurance companies including pension, unemployment and health funds.
- Swiss Debt Enforcement and Bankruptcy Act: Requests to remove an entry from the debt collection register which is visible to third parties.

## ADDITIONAL MODULES

### Private XL

Amount of cover: max. CHF 1,200,000

- Private XL: according to GTCI Private XL.

### Advice +

Amount of cover: max. CHF 5,000

- Legal advice and a thorough examination of a contract drafted under Swiss employment, tenancy or lease law by the lawyers and legal experts at Dextra, as well as contracts of up to 15 pages per contract.



## All-Risk

Amount of cover: max. CHF 3,000

- All-Risk: Insurance coverage in all cases not insured according to the above modules as well as in general in all other legal disputes.

## Agriculture

Amount of cover: max. CHF 300,000

- Direct payments: Disputes in connection with direct payments.
- Agricultural improvement: Disputes in connection with improvements to rural infrastructure.
- Swiss Animal Welfare Act: Disputes concerning a negligent breach of the Swiss Animal Welfare Act.
- Swiss Federal Act on the Protection of Nature and Cultural Heritage; Swiss Forest Act: Disputes concerning a negligent breach of the Federal Act on the Protection of Nature and Cultural Heritage or the Swiss Forest Act.
- Veterinary medicine: Disputes with veterinary surgeons.

## Medica

Amount of cover: max. CHF 300,000

- TARMED profitability analysis/pay disputes: Disputes arising from existing collective agreements.
- DENTOTAR profitability analysis/pay disputes: Disputes arising from existing collective agreements.

# General Terms and Conditions of Insurance

Private XL – revised edition 12.2021

## Protected all around

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## BASICS

### How does Private work?

The insurance cover includes the complete package of the modules Working, Living, Mobility, Family, Life and Construction. The package can be supplemented by the additional module Letting. The insurance policies referred to are indemnity insurance policies.

### Who is insured?

Insured is a single person (individual insurance) or several persons living permanently in the same household (multi-person insurance). In the case of multi-person insurance, children in initial education are also insured, even if they do not live in the same household.

### In which capacity are you insured?

- a) The insured persons are insured in their private lives, as employees and as employers of domestic workers; in addition, with total annual gross income of up to CHF 24,000, they are also insured as professionals, self-employed persons and landlords.
- b) Module Mobility: The insured persons are additionally insured as drivers of vehicles (private and professional), ships and aircraft (up to max. 5.7t MTOW) as well as private holders, owners, tenants, lessees of registered vehicles, ships and aircraft (up to max. 5.7t MTOW). In the event of an accident with a registered private vehicle, ship or aircraft of an insured person, other authorised drivers and passengers are also insured.
- c) Additional module Letting: If desired, the insured persons are additionally insured as landlords of real estate and apartments through the additional module Letting L. The insurance cover only applies if the address of the rented units is listed in the policy and the gross rental income has been added to the annual operating turnover.

### Where is the insurance cover valid?

The insurance is valid worldwide, with the following two exceptions:

- Mediation is covered exclusively in Switzerland.
- Arbitration proceedings are covered exclusively in Switzerland and before national arbitral tribunals

### What services are insured?

- a) The legal services of the lawyers and legal experts of Dextra. These services are charged at CHF 180 per hour.
- b) Cash benefits up to the respective coverage amounts listed in the modules for:
  - Necessary legal fees that are considered normal for the local area, up to the hourly rate of CHF 350, excluding contingent fees
  - Necessary expert opinions and analyses
  - Costs of litigation, arbitration and mediation, including any necessary interpreter costs
  - Collection costs (payment order, judicial violation of an objection to enforcement, seizure and bankruptcy notice)
  - Office fees, judicial and administrative costs of a penalty order or administrative measure

- Necessary travel expenses if you are summoned outside of your canton of residence
  - Documented loss of earnings due to summons
  - Costs paid to the opposing party
  - Bail bonds (only as an advance payment in order to avoid being remanded in custody)
  - Advance payment of up to CHF 10,000 to cover the cost of the first lawyer called. The advance payment must be repaid if you are convicted of a premeditated offence or the case is dismissed
- c) Any awarded costs and damages shall go to Dextra.
- d) For disputes and proceedings with foreign jurisdiction / applicable law, the maximum sum insured is CHF 250,000.
- e) The maximum amount covered selected in the modules is only available once per event. The same applies to all claims under a policy in one insurance year.
- f) In addition, the amount covered specified in the modules is only available once per insurance year for all claims in a module or additional module.
- g) Dextra can free itself completely from the obligation to pay by buying out the value in dispute with consideration for the risks of litigation and collection.

### **When does the insurance cover come into effect?**

- a) The start date of the contract is set out in the insurance policy. The insurance cover shall start after the waiting period of 30 days (this is known as the date of inception). There is no waiting period for a seamless change of insurer as long as the dispute would have been covered by the previous insurer. There is no waiting period in cases of damages and compensation for personal suffering following an accident.
- b) The insurance shall be valid for one year and renew automatically for another year unless it is terminated by a party by the final working day prior to the expiry of the current insurance year in written or electronic text form.
- c) The policyholder has the right to withdraw from the insurance contract within 14 days after receipt of the policy. In this case, benefits already received are to be refunded.
- d) Notice shall be given of new General Terms and Conditions of Insurance and premium adjustments in good time; these shall be considered accepted unless the contract is terminated before the end of the current insurance year.
- e) The insurance contract shall expire on the day on which the policyholder moves abroad.

### **How do I report a case?**

- a) Cases are reported online and all documents must be submitted electronically.
- b) Without the prior consent of Dextra, the insured person may not engage the services of any legal representative, initiate any proceedings, agree any settlement or take any legal action. Otherwise, the insured person must bear any and all additional costs resulting from this.

### **What is it like to work with the lawyers and legal experts from Dextra?**

- a) The lawyers and legal experts from Dextra will support the insured person, conduct discussions with a view to settling the dispute and take suitable action in coordination with the insured person. The insured person can suggest their own legal representative as long as this does not incur additional costs.
- b) The insured person is free to select a legal representative in judicial or administrative proceedings or in the event of a conflict of interest. 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.
- c) The legal representative must be released from their professional duty of confidentiality and must use the portal for lawyers provided by Dextra.
- d) If Dextra provides the insured person with advice and support without reservation, this must not be interpreted as a commitment to provide cover. Dextra also rejects all liability for advice given without a legal obligation.
- e) If there is a difference of opinion with regard to the action to be taken, especially if Dextra considers intervention futile, the insured person can demand that the case be assessed by an arbitrator within 14 days of receiving a letter from Dextra justifying its position. The arbitrator shall be selected by mutual agreement and may not be in a confidential relationship with either of the parties. The losing party shall bear the costs and reimburse the winning party for its share of the advance payment.
- f) If Dextra refuses to take further action and if the insured person litigates at their own expense and obtains a more advantageous outcome through a judgement, Dextra shall cover the costs of the proceedings.

### **When does Dextra provide services?**

- a) Dextra provides insured services when the need for legal support arises, after the end of any relevant waiting period of 30 days.
- b) Dextra shall not provide any services if the need for legal support was foreseeable prior to the start of the contract or during any relevant waiting period, given the usual sequence of events and general experience.
- c) If a case is reported after the end of the insurance, it shall be assumed that there was a need for legal support at the moment the case was reported.
- d) Dextra may charge a fee for special expenses such as shipping or administration costs.

### **How does JUSupport help me?**

For up to five hours per year and with no legal obligation, the lawyers and legal experts at Dextra provide internal legal support and advice on legal matters under any circumstances, even in legal fields that are not or are only partially insured.

### **What is not insured?**

- a) Cases covered under a module not chosen by the policyholder, as well as cases in areas of law not specifically mentioned in the chosen modules.
- b) Cases in connection with accounts receivable which have been assigned or have transferred to the insured person, as well as cases of assumed debt.
- c) Cases in connection with insurance companies concerning illnesses or accidents if those illnesses occurred for the first time prior to the date of inception or if the accidents happened prior to the date of inception

(individual agreements notwithstanding). In the event of a seamless change of insurer, such disputes are insured as long as the disputes would have been covered by the previous insurer.

- d) Cases in connection with the KESB (the Swiss child and adult protection authorities) if action was first taken prior to the date of inception.
- e) Cases in connection with the trading of securities or works of art or speculative transactions and investment business.
- f) Cases in connection with the purchase, sale, swapping or gifting of companies or shares in companies.
- g) Cases in connection with corporate law (including cohabitation).
- h) Cases in connection with acts of war or terrorism, strikes or nuclear fission/fusion.
- i) Cases involving an unauthorised driver/pilot/skipper and concerning driving licence recovery.
- j) Cases with a neighbour with the same subject matter as a dispute that has already been had with them.
- k) Cases between people who are covered by the same policy. In these cases, only the policyholder is covered.
- l) Cases against Dextra, its employees or its agents.

## MODULES

### Working

Amount of cover: max. CHF 1,200,000

- Employment law: disputes with private and public employers, as well as with domestic workers.

### Living

Amount of cover: max. CHF 1,200,000

- Tenancy law: Disputes with landlords and sub-tenants in the flat you occupy.
- Lease law: Disputes with lessors.
- Property law relating to real estate: Disputes in connection with easements and land charges registered in the land register as well as boundary disputes. Actions for restitution and actions for abatement.
- Commonhold property ownership law: Disputes between commonhold owners and the administration.
- Neighbour law: Civil disputes between neighbours.
- Expropriation law: Legal action in cases of official and material expropriation.
- Land use and zone planning: Judicial disputes concerning land use and zone planning.

## Mobility

Amount of cover: max. CHF 1,200,000

- Contracts in connection with vehicles: Disputes concerning registered vehicles, aeroplanes and ships.
- Insurance law Mobility: Disputes with private and social insurance companies including pension, unemployment and health funds.
- Patients' rights Mobility: Disputes with physicians, hospitals and other medical practitioners and institutions.
- Property law relating to vehicles: Disputes arising from ownership, possession and other real rights.
- Damages and compensation for personal suffering Mobility: Collection of extra-contractual liability claims as an injured party. Reporting criminal offences and requests for victim aid in this context.
- Criminal law and administrative measures Mobility: Defence against torts of negligence. Otherwise, the costs must subsequently be repaid if you are acquitted or the case is dismissed on the grounds of an emergency or self-defence or insufficient suspicion or facts.
- Legal protection for travel: Disputes in connection with private holidays.

## Family

Amount of cover: max. CHF 7,500

- Education law: Disputes with Swiss education authorities or universities.
  - Association law: Disputes arising from association law.
  - Animal law: Disputes with authorities concerning pet ownership.
  - Privacy law: Disputes with authorities concerning privacy.
  - Family law: Disputes under family law.
  - Inheritance law: Disputes under inheritance law.
- KESB: Disputes with the Swiss adult protection authority as an affected party or disputes with the Swiss child protection authority.

## Life

Amount of cover: max. CHF 1,200,000

- Internet law: Intervention in cyber-harassment, credit card fraud, identity fraud, phishing, violations of privacy rights and other rights online if they began after the date of inception.
- Data protection law: Disputes arising from breaches of the Swiss Federal Act on Data Protection and the GDPR.
- Privacy law: Civil disputes based on a violation of privacy.
- Contract law: Disputes arising from contracts not insured in other modules.
- Intellectual property rights: enforcement of civil claims, defence against claims arising from a copyright held or infringed by the insured person.
- Tax law: Legal action concerning taxation by Swiss authorities, excluding supplementary and penalty taxes. Objections are not insured yet.

- Customs law: Legal action concerning customs orders by Swiss authorities. Complaints are not insured yet.
- Ownership and property rights to movable property and animals: Disputes arising from ownership, possession and other real rights.
- Criminal law: Defence against torts of negligence. Otherwise, the costs must subsequently be repaid if you are acquitted or the case is dismissed on the grounds of an emergency or self-defence or insufficient suspicion or facts.
- Damages and compensation for personal suffering: Collection of extra-contractual liability claims as an injured party. Reporting criminal offences and requests for victim aid in this context.
- Insurance law: Disputes with private and social insurance companies including pension, unemployment and health funds.
- Patients' rights: Disputes with physicians, hospitals and other medical practitioners and institutions.
- Swiss Debt Enforcement and Bankruptcy Act: Requests to remove an entry from the debt collection register which is visible to third parties.

## Construction

Amount of cover: max. CHF 50,000

- Real estate acquisition: Disputes arising from the purchase and sale of properties for up to CHF 1,000,000.
- Contracts with companies and architects: Disputes with a total contract price of up to CHF 1,000,000.
- Public building and planning law: Legal action concerning a building application filed by a neighbour.

## ADDITIONAL MODULE

### Letting

Amount of cover: max. CHF 1,200,000

- Tenancy law: Disputes with tenants.
- Lease law: Disputes with lessees.