

General Terms and Conditions of Insurance

Private Move – revised edition 12.2021

1) OVERVIEW

Private Move, the motor legal protection policy, provides cover for legal issues and disputes in connection with vehicles and traffic offences. The insurance cover can be personalised if necessary. The following cover options are available to choose from. The cover options set out in the policy are authoritative.

- a) Fixed (hourly) rate for legal counsel: choose between CHF 250, CHF 300 and CHF 350 per hour
- b) Local cover: choose between Switzerland and the world
- c) Amount of cover: choose between CHF 300,000, CHF 600,000 and CHF 1,200,000
- d) Waiting period: choose between 0, 30 and 60 days

The insurance policies referred to are indemnity insurance policies.

2) INSURED PERSONS AND CHARACTERISTICS

2.1. Insured persons

The insurance policy covers individual people (individual insurance) or multiple people who permanently live together in the same household (multi-person insurance) in Switzerland. A multi-person insurance policy also covers children learning to drive for the first time, even if they do not live in the same household.

2.2. Insured characteristics

The insured persons are insured as:

- a) Passengers on a public or private means of transport (including aircraft)
- b) Private or professional drivers of vehicles (private and business), ships and aircraft (up to an MTOW of 5.7 tonnes)
- c) Private keepers, owners, passengers, renters and lessees of vehicles and ships (up to an MTOW of 5.7 tonnes)
- d) Self-employed people with an annual turnover of up to CHF 24,000

3) REGIONAL APPLICABILITY AND PERIOD OF VALIDITY

3.1. Regional applicability

The regional cover is set out in the policy (you can choose between Switzerland and worldwide). Global cover applies to cases occurring in countries in which a due process is guaranteed. The following restrictions also apply:

- Arbitration only in Switzerland
- Arbitration proceedings only in Switzerland and only before national courts of arbitration

3.2. Period of validity

- a) Dextra provides insured services when the need for legal support arises, after any relevant waiting period.
- b) The waiting period can be chosen (choose between 0, 30 and 60 days) and is set out in the policy. The insurance cover starts after the chosen waiting period (known as the 'date of inception'). There is no waiting period for criminal and administrative law or if there is pre-existing insurance for the same risk and no time lapse between the two policies.
- c) Dextra shall not provide any services if the need for legal support was foreseeable prior to the start of the contract or during the waiting period, given the usual sequence of events and general experience.
- d) If a legal case is reported after the end of the insurance policy, it shall be assumed that there was a need for legal support at the moment the case was reported.
- e) Dextra may charge a fee for special expenses such as shipping or administration costs.

4) AMOUNT OF COVER AND SERVICES

4.1. Amount of cover

The maximum amount of cover is set out in the policy (choose between CHF 300,000, CHF 600,000 and CHF 1,200,000). If global cover is chosen, the maximum amount of cover is CHF 250,000 for disputes and proceedings that have a foreign place of jurisdiction and applicable law.

4.2. Insured services

If a legal case is insured, Dextra shall cover the following services as part of the cover:

- a) The legal services of the lawyers and legal experts at Dextra. These services are charged at CHF 180 per hour.
- b) Cash benefits up to the chosen cover limits for:
 - Necessary legal fees that are considered normal for the local area (choose between CHF 250, CHF 300 and CHF 350), up to the hourly rate set out in the policy, excluding contingent fees
 - Necessary costs of experts and analyses
 - Costs of litigation, arbitration and mediation, including any necessary interpreter costs
 - Collection costs until a loss certificate or bankruptcy notice is issued
 - Office fees, judicial costs 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 and damages paid to the opposing party
 - Advance payment of bail bonds (to avoid being remanded in custody)
- c) The costs of blood tests, assessments of fitness to drive and fines issued to the insured person are not covered.
- d) Any costs and damages awarded to the insured persons shall go to Dextra.
- e) The maximum amount of cover is only available once per insurance year and case.
- f) 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.

4.3. JUSupport

For up to five hours per insurance year and with no legal obligation, the lawyers and legal experts at Dextra provide legal support and advice on legal matters in any situation.

5) INSURED LEGAL CASES

The following fields are insured in connection with vehicles and traffic offences:

- a) Property law relating to vehicles: disputes arising from ownership, possession and other real rights.
- b) Vehicle contract law: contractual disputes concerning vehicles, aircraft or ships.
- c) Patients' rights: disputes with doctors, hospitals and other medical practitioners and institutions as a direct consequence of treatment after a traffic accident.
- d) Damages and compensation for personal suffering: exercising of extra-contractual liability claims as an injured party; support with reporting a criminal offence or requesting victim aid in connection with a bodily injury.
- e) Criminal law and administrative measures: defence against torts of negligence. If an offence is premeditated, Dextra shall only cover the costs if you are acquitted or the case is dismissed on the grounds of an emergency, self-defence or insufficient suspicion or facts.
- f) Insurance law: disputes with private and social insurance companies including pension and health funds.

6) COVER RESTRICTIONS

The following are not insured:

- a) Cases in fields of law that are not expressly mentioned in section 5.
- b) Cases in connection with accounts receivable that have been assigned or have transferred to the insured person, as well as cases of assumed debt.
- c) Cases in connection with illnesses or accidents if the illness occurred for the first time prior to the date of inception or if the accident happened prior to the date of inception. 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 acts of war or terrorism, strikes, natural disasters or nuclear fission/fusion.
- e) Cases involving an unauthorised driver/pilot/skipper and concerning driving licence recovery.
- f) Cases in connection with defence against extra-contractual liability claims.
- g) Cases in which the driver has a blood alcohol level of 0.16% or more or is under the influence of other substances that are impairing their ability to drive.
- h) Cases in connection with the commission of crimes and other intentional offences or misdemeanours, including attempts.
- i) Cases in connection with tuning or vehicle modifications that have not been officially approved.
- 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.

7) THE PROCEDURE IN THE EVENT OF A CASE

7.1. Reporting

Report a case online to have it processed as quickly as possible. All documents must be submitted electronically. After the legal case has been reported, Dextra shall discuss the next steps to take with the insured person. Dextra can provide the service with its internal legal team or bring in an external service provider.

7.2. Choice of lawyer

- a) 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, Dextra may limit or refuse to provide all of its services.
- b) 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.
- c) The insured person is free to select a legal representative in judicial and 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.
- 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 interpreted as a commitment to provide cover. Dextra also rejects all liability for advice given without a legal obligation.

7.3. Differences of opinion

- a) If there is a difference of opinion about 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.
- b) 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.

8) GENERAL PROVISIONS

8.1. Underlying documents

- a) The insurance contract between the policyholder and Dextra is based on the application, the policy, the General Terms and Conditions of Insurance, the Swiss Federal Insurance Contract Act (VVG), the Insurance Supervision Act (VAG) and the Federal Ordinance on the Supervision of Private Insurance Companies (AVO).
- b) The legally binding document is the original German version, which shall prevail in any case of doubt or differences of interpretation.

- c) This contract is subject to Swiss law. The policyholder must file any lawsuits against Dextra at a court that has jurisdiction over their place of residence or the registered office of Dextra.

8.2. Commencement and term

- a) The date of inception is set out in the policy. 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 in written or electronic text form prior to the expiry of the current insurance year.
- b) Both parties may terminate the contract in the event of a claim. In the event of a claim where Dextra is obligated to pay out, both parties may terminate the contract upon the performance of the final service at the latest. The insurance cover shall expire 14 days after the other party is notified of the termination.
- 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) The insurance contract shall expire on the day that the policyholder moves abroad.

8.3. Adjustments of premiums and policy amendments

- a) The premiums and their payment dates are set out in the policy.
- b) Dextra can raise or lower the premiums on the main renewal date to reflect the changing costs of this insurance product. Notice shall be given of amendments to the General Terms and Conditions of Insurance and premium adjustments in good time; these shall be considered accepted unless the insurance policy is terminated before the end of the current insurance year.

8.4. Data protection

Dextra processes data it obtains from application and contract documents or from performing the contract. Dextra may obtain information from third parties (authorities, doctors, etc.) in connection with a claim. This data may be used for the purposes of a) policy administration, b) all actions in connection with the performance of services, c) statistical evaluations, d) surveys and e) marketing and advertising. Dextra shall store the data in a protected and confidential manner during the statutory storage period.