

General terms and conditions of insurance

GTC B 2020 – Business

1. Insured persons

- The policyholder and the companies/locations/service providers co-insured under the policy.
- Their shareholders, members of the Board of Directors, members of the Foundation Board, members of their Administration, members of their Executive Board.
- Their employees, freelancers as well as leased personnel.
- Their family members.

2. Insured capacities

- a) **B-BUSINESS business and traffic legal protection insurance**
- The policyholder and the companies/locations/service providers co-insured under the policy are covered as businesspeople, property owners and as holders, owners, tenants, lessees of company vehicles, aircraft and vessels.
 - The other persons insured shall be covered as professionals, employees for the policyholder and the co-insured companies/locations.
 - All persons are covered as drivers/pilots of company vehicles, aircrafts and vessels.
- b) **B-MOVE traffic legal protection insurance**
- The insured persons shall be covered as drivers/pilots, holders, owners, tenants, lessees of any registered and co-insured company vehicle, vessel, aircraft up to 5.7t of MTOW and/or their replacement acc.
 - In the event of an accident, each driver/pilot of any such vehicle, vessel, aircraft shall be insured.

3. Insured cases

	B-BUSINESS	B-MOVE	coverage CHF
a) Employment law: disputes with employees and with joint professional commissions.	✓		300'000
b) Tenancy law: disputes with landlords and tenants.	✓		600'000
c) Legal protection for builder-owner: work contract-related disputes with builders concerning covered business properties listed in the policy, provided that the total construction costs of a building project do not exceed an amount of CHF 150,000.	✓		150'000
d) Contracts relating to company vehicles: disputes relating to a registered vehicle, aircraft or vessel.	✓	✓	150'000
e) Other contracts: Disputes from contracts not mentioned under a)-d) with customers, suppliers, service providers.	✓		150'000
f) Debt collection legal protection: Debt collection of non-periodic, non-medical receivables from contracts according with e) owed by customers domiciled in Switzerland until the presentation of a seizure loss certificate/bankruptcy notice. The claim must have arisen after the commencement of the insurance and the reminder procedure must be assumed by the insured person.	✓		150'000
g) Internet legal protection: Intervention in the event of cyber blackmail, phishing, hacking, skimming, personality and other legal infringements on the internet, if these occurred after the commencement of the insurance.	✓		150'000
h) Criminal law and administrative measures: defense in a case of a negligent violation of statutory provisions. Otherwise subsequent reimbursement of costs in the event of acquittal or discontinuation of proceedings as a result of legitimate self-defence/mitigatory self-defence/legitimate act in a situation of necessity/mitigatory act	✓	✓	600'000

in a situation of necessity/no suspicions are substantiated that justify bringing charges/the conduct does not fulfil the elements of an offence.

i)	Compensation for damages and satisfaction: non-contractual liability claims as an injured party. Filing of criminal complaints and request for victim assistance in this context.	✓	✓	600'000
j)	Insurance law: disputes with private and social insurance providers, including pension, unemployment and health insurance provider.	✓	✓	600'000
k)	Rights of ownership and property rights in movable property and animals: Disputes from property, possession and other rights in rem.	✓	✓	600'000
l)	Ownership and property rights in real estate: disputes in connection with easements and real burdens registered in the Land Register, as well as boundary disputes.	✓		600'000
m)	Law of neighbours: civil disputes between neighbours.	✓		150'000
n)	Condominium ownership right: disputes among condominium owners and with the administration.	✓		600'000
o)	Public building and planning law: legal remedy concerning a building permit application of a neighbour.	✓		150'000
p)	Expropriation law: legal remedies for formal and material expropriations.	✓		150'000
q)	Permits: intervention following withdrawal/restriction/non-renewal of permits, public contributions, subsidies.	✓		150'000
r)	Consumer information/price monitoring: enforcement of civil claims, defence against claims under the Consumer Information/Price Monitoring Act.	✓		150'000
s)	Data protection law: intervention in the event of violations of the Swiss Data Protection Act.	✓		150'000
t)	Unfair competition: enforcement of civil claims, defence against claims arising from unfair competition.	✓		150'000
u)	Intellectual property rights: enforcement of civil claims, defence against claims arising under trademark, design and copyright law.	✓		150'000
v)	TARMED performance audit/tariff disputes: performance audit proceedings conducted by health insurers/their associations in accordance with Art. 56 KVG, outside the ordinary courts. TARMED disputes before the Paritätische Vertrauenskommission.	✓		150'000
w)	Tax and customs law: legal remedies concerning tax assessments and customs orders of Swiss authorities, excl. supplementary and punitive taxes. The objection (tax law) or complaint (customs law) is not yet insured.	✓		150'000

4. JUSupport

B-BUSINESS

B-MOVE

The attorneys at law and lawyers of Dextra Legal Protection Ltd also provide legal support and advice without legal obligation on legal issues in all situations in life, even in areas of law not/only partially covered.

✓

internal services

5. Insured benefits

- a) Legal services of the attorneys at law and lawyers of Dextra Legal Protection Ltd (hereinafter referred to as Dextra).
- b) Monetary benefits up to the respective amounts of coverage listed in Clause 3 for:
 - necessary lawyer's fees at standard local rates, excluding contingency fees
 - necessary expert reports and analysis
 - procedural, arbitration and mediation costs incl. necessary interpreter expenses
 - debt collection expenses (order for payment, dismissal of objection, seizure and threat of bankruptcy)
 - clerical fees, court fees, administrative costs for a summary penalty order, an administrative measure
 - necessary travel expenses for subpoenas outside the canton of residence
 - proven loss of earnings from subpoenas
 - prevailing party attorneys' fees
 - bail (only as advance to avoid pre-trial detention)
- c) Any intervention costs awarded to the insured person shall be deducted from the insured benefits.
- d) For disputes and proceedings with a foreign place of jurisdiction/foreign applicable law, the maximum sum covered is CHF 150,000.
- e) The maximum sum covered of CHF 600,000 is available only once per situation. The same applies to all claims of a policy in one insurance year.
- f) Dextra can be completely released from its obligation to perform by replacing the material benefit of the dispute with due consideration of the risk of litigation and debt collection.

6. Non-insured cases, advice within the limits of JUSupport

- a) Cases in connection to claims assigned or transferred to the insured person.
- b) Cases in connection with the purchase, sale, exchange or donation of real estate as well as cases in connection with the construction/renovation of covered business properties listed in the policy, provided that the total construction costs of a building project do not exceed an amount of CHF 150,000.
- c) Cases in connection with insurances concerning illnesses or accidents, if these illnesses have already occurred for the first time before commencement of insurance or these accidents have occurred before commencement of insurance (individual agreements reserved). Such disputes are insured in the event of a seamless change of insurance and corresponding coverage under the previous insurance.
- d) Cases in connection with trading of securities, objects of art as well as speculative and investment transactions.
- e) Cases in connection with company law (incl. concubinage) and with the purchase/sale/exchange/donation of companies/shares thereof.
- f) Cases in connection with invention patents/cartel law.
- g) Cases in connection with acts of war, terrorism, strike, nuclear fission/fusion.
- h) Cases of unauthorized driver/pilot/skipper and concerning the regaining of a driving license.
- i) Cases with neighbours having the same subject-matter as a dispute already fought with them.
- j) Cases between persons covered under the same policy. In these cases, only the policyholder himself is covered.
- k) Cases against Dextra, its employees or its mandated persons.

7. Insured countries, insured period

- a) The insurance is applicable worldwide in all countries which have the status "free" after "Freedom House" (www.dextra.ch/world), with the following two exceptions:
 - Mediation is covered exclusively in Switzerland.
 - Arbitration proceedings are covered exclusively in Switzerland and before national arbitral tribunals.
- b) The start of the contract is specified in the insurance policy. Insurance cover shall commence after a waiting period of 60 days after the start of the contract (commencement of the insurance). In the case of a seamless change of insurance, this waiting period does not apply if the dispute was previously covered. Furthermore, there is no waiting period in cases of compensation and satisfaction after an accident
- c) The insurance is concluded for a period of one year and is tacitly renewed for the next insurance year, unless one of the parties terminates the contract on the last working day before the end of the current insurance year.
- d) Dextra shall provide insurance cover if the need for legal assistance arose after the commencement of the insurance. Dextra shall not provide insurance cover if the need for legal assistance before the commencement of the insurance was foreseeable according to the normal course of events and general life experience. If a case is reported after the end of the insurance, the need for legal assistance is presumed at that time.
- e) New General Terms and Conditions of Insurance and premium adjustments shall be announced in due time upon invoicing before the end of the insurance year and shall be deemed accepted by the policyholder for the following insurance year, unless he gives notice of termination before the end of the current insurance year.
- f) The insurance premium depends on the annual total amount of salaries/fees, the annual turnover as well as the industry sector, in the case of B-MOVE also on the number of vehicles, aircraft, vessels (which do not have to be reported in case of B-BUSINESS). The policyholder must notify Dextra of any changes within 30 days of the end of their financial year. Before this notification, precautionary cover exists, provided that everything has been correctly declared so far.
- g) The insurance contract expires on the day the domicile is transferred from Switzerland or in the event of bankruptcy/merger of the policyholder.

8. How to proceed in case of need for legal assistance, free choice of a lawyer

- a) The notification of the need for legal assistance shall be made online via the customer/broker portal for the fastest possible handling of the case. All documents relating to the case must be submitted in electronic form.
- b) The insured person must not appoint any legal representative without consultation with Dextra, must not initiate any proceedings, must not conclude any settlement and must not take any legal remedy, otherwise he shall bear the additional costs incurred as a result.
- c) Dextra's attorneys at law and lawyers assist the insured person, conduct talks to settle the dispute and take appropriate measures in consultation with the insured person. To the extent that no additional costs are incurred, the insured person may propose a legal representative. The insured person may freely choose his legal representative in court or administrative proceedings or in the event of a conflict of interest. If Dextra rejects the proposed legal representation/office, the insured person may propose three legal representatives/offices, of which Dextra must accept one
- d) The legal representative must be released from professional secrecy and must use the Dextra lawyer portal.
- e) If Dextra advises and supports the insured person without reservation, this shall not be considered a cover note.
- f) Dextra accepts no liability for advice given without any legal obligation.
- g) In the event of a disagreement between the insured person and Dextra with regard to the measures to be taken, in particular if Dextra considers the intervention to be futile, the insured person may, within fourteen days of receipt of Dextra's written justification, request an arbitrator to assess the matter, who shall be jointly appointed and may not have any relationship of trust with any party. If Dextra refuses further action and the insured person conducts a lawsuit at his own expense, in which a more advantageous result is achieved through a judgment, Dextra will subsequently bear the costs of the proceedings.