

General terms and conditions of insurance

GTC P 2020 – Private Individuals

1. Insured persons

- a) Individual insurance option
- The policyholder.
- b) Household insurance option
- The policyholder and all those persons permanently living in the same household with the policyholder.
 - Their children in initial education/minor children of such persons, even if not living in the same household.

2. Insured capacities

- a) P-PRIVATE private legal protection insurance
- The insured persons shall be insured privately and as employees, and as self-employed persons and/or landlords with annual gross earnings of up to CHF 12,000.
 - Option RENT: Exceeding CHF 12,000, the insured persons shall likewise be insured in their capacity as landlords of up to two let apartments in Switzerland.
 - Without traffic legal protection P-Move, the insured persons shall not be insured as drivers, holders, owners, tenants or lessees of a registered vehicle, aircraft or vessel.
- b) P-MOVE traffic legal protection insurance
- The insured persons shall be insured as private drivers, holders, owners, tenants or lessees of a registered road vehicle or vessel. In the event of an accident with a registered private vehicle of an insured person, any other drivers and passengers shall likewise be insured.
 - As drivers, the insured persons shall also be insured on a professional basis.
 - The insured persons 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.

3. Insured cases

	P-PRIVATE	P-MOVE	coverage CHF
a) Employment law: disputes with employers under private/public law or disputes with domestic servants.	✓		300'000
b) Tenancy law: disputes with landlords and with sub-tenants of the self-inhabited apartment. Option RENT: with tenants.	✓		600'000
c) Legal protection for builder-owner: work contract-related disputes with builders, 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 vehicles: disputes relating to a registered vehicle, aircraft or vessel.		✓	600'000
e) Other contracts, consumer protection: disputes from contracts not mentioned under a)-d).	✓		600'000
f) Intellectual property rights: enforcement of civil claims, defence against claims arising from a copyright held or infringed by the insured person.	✓		150'000
g) Internet legal protection: intervention in the event of cyberbullying, identity abuse, phishing, 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	✓	✓	600'000

acquittal or discontinuation of proceedings as a result of legitimate self-defence/mitigatory self-defence/legitimate act in a situation of necessity/mitigatory act 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)	Patient law: disputes with doctors, hospitals and other medical personnel and institutions.	✓	✓	600'000
k)	Insurance law: disputes with private and social insurance providers, including pension, unemployment and health insurance provider.	✓	✓	600'000
l)	Rights of ownership and property rights in movable property and animals: Disputes from property, possession and other rights in rem.	✓	✓	600'000
m)	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
n)	Law of neighbours: civil disputes between neighbours.	✓		150'000
o)	Condominium ownership right: disputes among condominium owners and with the administration.	✓		600'000
p)	Public building and planning law: legal remedy concerning a building permit application of a neighbour.	✓		150'000
q)	Expropriation law: legal remedies for formal and material expropriations.	✓		150'000
r)	Data protection law: intervention in the event of violations of the Swiss Data Protection Act.	✓		150'000
s)	Law of persons: civil disputes in case of violation of personality (excl. KESB).	✓		150'000
t)	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

P-PRIVATE

P-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 insured such as:

- family law/marital law/registered partnership/concubinage
- divorce law
- inheritance law
- education law
- child and adult protection law (KESB)
- law of persons
- immigration law
- real estate law
- self-employment
- company law/association law/company formation/start-up

✓

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 real estate, provided that the total construction sum exceeds 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 contract expires on the day the policyholder moves abroad.

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.