



redefining / standards

General Insurance Provisions (GIP) /

BOX OPTIMA. Household Insurance from AXA.
Personal Liability Insurance

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The original wording governs the legal interpretation of your policy.

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Your Personal Liability Insurance at a Glance

We would like to inform you about the details of our insurance package.

Who is the insurance carrier?	AXA Insurance Ltd, General-Guisan-Strasse 40, 8401 Winterthur, (hereinafter «AXA»), a corporation with its head office in Winterthur and a subsidiary of AXA Group.
Which liability claims can one insure oneself against?	Personal liability insurance covers claims arising from personal injury or damage to property (GIP A 1) which are brought against you or members of your family (GIP A 2) in your private capacity. This also includes claims which you are liable for as a homeowner, tenant, head of a family, animal owner, user of a third-party vehicle or which occur while you are practicing any kind of sport. A special agreement is needed to cover claims arising from liability (GIP A 13): – as an owner of model aircraft; – for injuries to borrowed or rented horses; – associated with hunting.
Where does the insurance cover apply?	The insurance is valid worldwide. However, liability in connection with real estate is only insured in Switzerland, Liechtenstein, Büsingen and Campione (GIP A 3).
What does the insurance exclude?	In general, the insurance does not cover (GIP A 14): – Own damage or claims arising from damage caused by the insured persons to their own property (e.g. your daughter damages your camera); – Wear and tear, claims arising from damage which should in all probability have been anticipated (e.g. stained walls due to many years of smoking in a rented property); – Claims arising from gradual damage (e.g. damage caused by damp in a rented property caused by failure to air rooms); – Claims arising due to failure to fulfill a legal or contractual insurance obligation.
What are the insured benefits?	The insurance covers the financial consequences of claims for damages and the costs of legal defense against unjustified claims (GIP A 4). The compensation is limited to the guaranteed sum set out in the application and the policy. Any deductibles are listed in the application and the policy (GIP A 15). In addition, AXA pays up to CHF 100,000 on request to compensate claims for damage caused by your minor children or persons entrusted with the care of your pets, even if there is no liability (GIP A 5).
What applies regarding the premiums?	The premiums and the dates payable are indicated in the application and the policy. In addition to the premiums, a Federal Stamp Tax is also levied as well as any installment surcharge. If there is a change to the premiums or the deductible regulations, AXA is entitled to adjust the policy accordingly. In this event the policyholder shall have the right to terminate the contract (GIP B 4).
What are the contractual duties of the policyholder?	The policyholder must: – Notify AXA without delay if a claim is asserted against an insured person (GIP B 5.1) – If competitors suffer damage during a horseracing event, the race manager must be instructed to prepare a damage report (GIP B 5.2); – Entrust AXA to conduct any negotiations with the injured party; in particular, the insured person must refrain from acceptance of any claims and payment of any damages (GIP B 5.3, B 5.4) – Notify AXA of any changes in family circumstances, such as marriage or the birth of a child (GIP B 2) or permanent departure from Switzerland (GIP B 1.4) and any other changes affecting the circumstances taken into account in assessing the extent of risk.

When does the insurance cover/policy commence and lapse?

The policy commences on the date specified in the application and the policy. Until the policy or a definite certificate of insurance changes hands, AXA may refuse the application for insurance in writing. The contract is concluded for the term specified in the application and the policy. At the end of the contract period the contract shall automatically be renewed for 1 year at a time, provided that none of the contracting parties has given notice to terminate the contract at least 3 months in advance. If the contract has been entered into for a period of less than 1 year, it shall expire on the date specified in the contract (GIP B 1).

What data will be used by AXA?

The following data is disclosed to AXA during the course of contract negotiations and during the life of the contract:

- Client data (name, address, date of birth, sex, nationality, bank account details, etc.) stored in electronic client files;
- Application data (information on the insured risk, responses to questions in the application, expert reports, information from the previous insurer on the prior claims history, etc.) stored in the policy files;
- Contract data (contract term, insured risks and benefits, etc.) stored in contract management systems such as physical policy files and electronic risk databases;
- Payment data (date premiums received, outstanding premiums, reminders, credit balances, etc.) stored in collection databases;
- Any claims data (claims reports, adjustment reports, invoice documents, etc.) stored in physical claims files and electronic claim processing systems.

This data is needed to verify and assess the risk, to administer the contract, to require payment of the premiums by the due date, and to settle claims correctly. The data must be stored for at least 10 years following termination of the contract; claims data must be stored for at least 10 years after settlement of the claim.

If necessary, the data will be provided to any third parties involved, specifically to other participating insurers, public authorities, lawyers, and external experts. Data may also be provided to third parties to detect or prevent insurance fraud.

In order to simplify administrative procedures and for marketing purposes (to provide our clients with an optimum product and service package), the companies of AXA Group operating in Switzerland and the Principality of Liechtenstein grant each other access to master data (to identify the client), basic contract data (except for application and claims data), and client profiles.

Important!

Further information is provided in the application and the policy as well as in the General Insurance Provisions (GIP).

A Scope of Insurance

A 1

What does the insurance cover?

The insurance protects the insured against statutory liability claims from third parties based on the risks inherent to the insured's circumstances as a private individual and covers

- homicide, bodily injury or other injuries to the health of persons (personal injury);
- destruction, damage or loss of property (property damage). Homicide, injury or other injury to the health of animals and the loss of animals are treated in the same way as damage to property.

This includes in particular the liability of the insured pursuant to A 2 arising from negligence and in his/her capacity as head of the family, keeper of animals, employer of insured pursuant to A 2.21 and owner, keeper, tenant, leaseholder or borrower of things. The restrictions pursuant to A 6–14 remain reserved.

A 2

Who is insured?

- 1 Depending on the agreement, the insurance covers the policyholder only (individual) or the policyholder and his/her family members.

Family members include

- his/her spouse or his/her registered partner;
- his/her children, stepchildren, adopted children and other people sharing the same household, provided that they are unmarried and younger than 20;
- his/her children, stepchildren and adopted children over 20, provided that they are unmarried and do not work and only until the age of 30;
- other persons mentioned in the policy, provided that they live in the same household as the policyholder or who commute on a weekly basis and return to the household regularly (including their children, stepchildren and adopted children, provided that they are unmarried and younger than 20 and their children, stepchildren and adopted children over 20, provided that they are unmarried and do not work and only until the age of 30).

- 2 The insurance also covers

- 21 employees and assistants of the insured for loss/damage caused to third parties while carrying out activities against payment or free of charge that concern the private sphere of an insured pursuant to A 2.1; caretakers only if they work for an insured property. The insurance does not cover self-employed professionals or persons working for a company;

- 22 other persons in their capacity as

- head of the family for loss/damage caused by insured minor children and other persons who share the same household temporarily;
- keeper of the animals of an insured that are left in their care temporarily. The insurance does not cover people who care for animals in a professional capacity;
- owner of a plot of land on which an insured building stands.

A 3

Where does the insurance apply and what risks are insured?

- 1 The insurance is valid worldwide. As far as real estate pursuant to A 9 is concerned, the insurance is only valid in Switzerland, the Principality of Liechtenstein and the enclaves Büsingen and Campione.
- 2 The insurance covers loss/damage that was caused during the term of the insurance contract.

A 4

What compensation is insured?

- 1 Within the limits of the insurance coverage, AXA pays the amount that the insured is legally obliged to pay to the injured party under liability law and is also responsible for warding off unjustified claims.
- 2 The compensation paid by AXA (including interest, legal and court costs, compensation paid to the opposing party and insured loss prevention costs) is limited to the guaranteed sum insured per insured event set out in the policy.
- 3 All claims arising from liability with the same cause are deemed to be claims for a single event, irrespective of the number of injured parties.

A 5

When does AXA pay compensation if there is no statutory liability?

On request of the policyholder, AXA pays up to CHF 100,000 per event to compensate

- 1 claims for damage caused by the policyholder's children that are not competent to judge, his/her stepchildren and adopted children and by the persons sharing his/her household, even if the obligation to exercise due care in looking after them has not been violated;
- 2 claims by a childminder pursuant to A 2.22 for damage caused to him/her by insured minor children, persons sharing the household and animals.

A 6

What applies to motor vehicles?

- 1 The insurance covers liability
- 11 as the driver or passenger of third-party motor vehicles, provided that claims brought against the insured are not covered under the liability insurance for the vehicle. The insurance also covers damage to the vehicle in use if the insured person is a passenger.;
- 12 as owner and/or driver of a motor vehicle, provided that the vehicle does not require any compulsory insurance under Swiss road traffic legislation or would not require any compulsory insurance if the vehicle had been registered in Switzerland;
- 13 for accident-related damage to third-party cars, other light motor vehicles, their trailers and motorcycles used by the insured as a driver or legally prescribed companion of learner drivers, provided that the vehicle

is used free of charge for a maximum of 18 days per calendar year.

For vacation trips, every vacation day is deducted from the usage period of 18 days.

The insurance covers damage to the vehicle (including recovery and towing costs), provided that this damage is not covered under an accidental damage policy, as well as the claims of the vehicle owner for the costs of a replacement vehicle;

- 14 the insurance also covers the loss of bonus under the liability and accidental damage insurance for the third-party vehicle used by the insured as well as the deductible payable under the accidental damage insurance policy, but it does not cover any deduction for gross negligence.

The loss of bonus is calculated on the basis of the number of years after the claim that are required to again reach the premium level before the accident, assuming that the bonus will not be influenced by another claim during this period and that the premium or bonus system will not change;

- 15 for damage to third-party caravans that are permanently parked on-site for residential purposes;
- 16 as owner or driver of go-carts on tracks that were built specifically for these vehicles.

- 2 The insurance does not cover the liability
- 21 as owner and arising from the use of motor vehicles and trailers of all type drawn by motor vehicles (subject to A 6.1);
- 22 for claims arising from the use of a vehicle for journeys that are not permitted by the law, the authorities or the owner of the vehicle;
- 23 for claims arising from participation in races, rallies and similar competitive driving as defined in Art. 72 of the Road Traffic Act or training drives or other drives on racing courses and official training courses;
- 24 for damage to goods transported with the vehicle used when moving house and damage to goods or animals that are transported on or in trailers drawn by the vehicle;
- 25 arising from the use of vehicles
- of a commercial rental company, a company active in the motor vehicle sector, or as part of a car sharing program;
 - while pursuing the profession or any part-time activities;
 - of the employer of an insured;
- 26 for damage to the equipment and premises of the go-cart track as well as claims of persons working for the track.

A 7

What applies to boats and aircraft?

- 1 The insurance does not cover the liability
- 11 as owner or user of boats and aircraft of all kinds for which liability insurance coverage or safe-guarding of liability claims is compulsory under the law or would be compulsory if the vehicle were registered in Switzerland;
- 12 for damage caused to boats and aircraft used pursuant to A 7.11 or to boats and aircraft used by the insured as a member of a club.
- 2 However, damage to third-party boats and aircraft is insured if the insured uses these craft only as a passenger.

A 8

What applies to bicycles, mopeds and vehicles legally regarded as bicycles or mopeds?

- 1 If legally prescribed insurance coverage has been taken out, the claims pertaining to the part of the damage that exceeds the guaranteed coverage under the prescribed insurance policy is covered; if insurance coverage is not prescribed by law, the claims pertaining to the total damage are covered.
- 2 If legally prescribed insurance coverage has not been taken out or if the driver of the vehicle does not have a legal driver's license, the claims are not insured. This exclusion does not apply to damage caused by pre-school children.
- 3 The liability for damage caused to bicycles, mopeds or other vehicles legally regarded as bicycles or mopeds used by the insured is also insured.

A 9

What applies to real estate?

- 1 The insured liability with regard to real estate is restricted to ownership
- 11 of one owner-occupied property only consisting of a maximum of 3 apartments and not used for commercial purposes;
- 12 one holiday home only. This must be a single-family dwelling.
- 2 Liability for owner-occupied apartments and freehold holiday apartments is also insured.
- 21 AXA covers claims arising from damage, the cause of which is rooted in
- those parts of the building to which the owner of the freehold apartment has special rights. The insurance covers the amount that exceeds the guaranteed sum insured under the building's owner liability insurance taken out by the community of freehold apartment owners (difference in limits);
 - communal building parts, rooms or areas. The insurance covers the amount that exceeds the guaranteed sum insured under the building's owner liability insurance taken out by the community of freehold apartment owners to the extent of the percentage of the building owned by the insured (difference in limits).
- 22 The insurance does not cover
- for claims of the community of owners against the owners of freehold apartments insured under this contract, that part of the damage which corresponds to the percentage owned by the insured pursuant to the land register entry;
 - claims if the community of freehold apartment owners is not insured under a property owner's liability insurance policy.
- 3 The insurance also covers the liability of the insured as owner, tenant or leaseholder of undeveloped plots (including garden sheds and other structures erected for working the plot) that are not used for commercial purposes.
- 4 The liability for damage occurring in connection with construction work related to insured properties and land pursuant to A 9.1 to A 9.3 is only insured if total construction costs do not exceed CHF 100,000 (as per the written building cost plan).

A 10

What applies to tank facilities?

- 1 AXA does not pay costs in connection with discovering leaks, emptying and refilling as well as repairs and changes to the insured facilities.
- 2 The tank facilities must be maintained and operated professionally and in accordance with the regulations. Operational disruptions must be dealt with immediately. The necessary repairs must be carried out without delay and the entire facility must be cleaned and serviced by professionals within the deadlines prescribed by law or the authorities. If these maintenance duties are not carried out, insurance coverage lapses.

A 11

What applies to loss prevention costs?

If substances that can negatively affect the soil and waterways are leaking or spilling or are diverted by mistake and thereby pose an immediate danger to groundwater or the property of third parties, AXA pays the loss prevention costs as prescribed by the law. The value of salvaged goods and other benefits accruing to the insured as a result of the loss prevention measures is deducted from this payment. Other loss prevention costs are not insured.

A 12

What applies with regard to the exercising of a gainful activity?

- 1 The insurance covers the liability of the insured persons arising from employment, provided that the insured does not earn more than CHF 12,000 gross per year. The insurance also covers their employees and auxiliary staff (not including employed entrepreneurs and members of the professions). Teachers, journalists, photo reporters and writers are also insured, even if their gross annual income exceeds CHF 12,000.
 - 2 As far as teachers are concerned, AXA waives its right to invoke Art. 14 of the Federal Insurance Contract Act if the loss/damage was caused through gross negligence on the part of the teacher while exercising his/her profession as teacher. Insurance coverage for teachers in an employment relationship is restricted to the employer's recourse claims for gross negligence.
 - 3 The insurance does not cover claims:
 - 31 for recourse and compensatory claims of third parties for services rendered to the injured parties;
 - 32 for bodily injury to a person with whom the insured has an employment contract, provided that the injured party suffered the injury while carrying out his/her professional duties;
 - 33 for the performance of contracts or substituted performance due to non-performance or incorrect performance (business hazard). The insurance in particular does not cover claims
 - for damage or defects to goods delivered or work done by the insured;
 - for costs incurred by investigating and remedying such damage and defects;
 - for loss of earnings or property as a result of such damage or defects.
- Extra-contractual claims based on the same event asserted against the insured are also not covered;

- 34 damage caused by laser beams or the effects of ionized radiation as well as nuclear energy;
- 35 arising from the granting or disclosure of patents, licenses, research results and formulas to third parties;
- 36 for damage to objects that have been taken over, rented or leased for use, processing, safekeeping or transport or for other purposes (e.g. on consignment, for exhibition purposes);
- 37 for damage to the premises rented for the purpose of pursuing the profession;
- 38 for damage to goods expressly and consciously manipulated by the insured in connection with his/her professional activities and in preparation thereto.

A 13

What is only insured under a special agreement?

A special agreement is needed to cover liability

- 1 for damage to horses that have been borrowed, rented or are kept temporarily or horses that are ridden on the instructions of a third party as well as damage to their saddles and bridles;
- 2 as hunter, game tenant, armed guest hunter, gamekeeper, leader of a hunting party or participant in hunting events.
- 3 as the user of model aircraft of up to 30 kg for damage caused by such aircraft.

A 14

What does the insurance generally not cover?

Supplementing the restrictions and exclusions listed in A 6–13, the insurance generally does not cover liability

- 1 for injury to the person or damage to the property of an insured or another person who shares the household of the insured (except for damage of insured pursuant to A 2.2);
- 2 for damage to goods that are manipulated by the insured against payment;
- 3 for damage to goods that were rented or leased by the insured for permanent use (except damage caused by the tenant pursuant to A 15.3);
- 4 for damage to valuables, money, securities, documents, plans, office keys and military equipment taken into custody or borrowed for use by the insured, including consequential damage;
- 5 for claims arising from wear and tear. The insurance in particular does not cover claims arising from wear and tear, regular use, excessive use or deliberate changes to the rented property (holes made by dowels, nails, etc.) and the restoration of the rented property to the original condition;
- 6 for damage which should in all probability have been anticipated;
- 7 for claims arising from damage caused by the gradual effects of the weather, temperature, damp, smoke, dust, soot, gases, vapor, fluids or vibration;
- 8 for damage caused while serving in the Swiss army or civil defense in times of armed conflict or in a foreign army;

- 9 for claims due to the spreading of infectious human, animal and plant diseases;
- 10 for damage caused in connection with an intentional criminal act or offense or an attempt at such an act or offense;
- 11 for claims arising from financial loss that cannot be attributed to bodily injury or to property damage suffered by an injured party. Claims due to the loss of a breadwinner are reserved;
- 12 for claims based on a contractually assumed liability beyond the scope of statutory provisions;
- 13 for claims based on failure to fulfill legal or contractual insurance obligations.

A 15

What deductible does the policyholder bear?

- 1 If nothing has been agreed to the contrary the policyholder must pay a deductible of CHF 200 per claim. The deductible also pertains to the costs of defending the insured against unjustified claims.
- 2 For damage caused to third-party vehicles pursuant to A 6.13, the policyholder must pay a deductible of 10% of the damage but at least CHF 500 per event. If the benefit consists of the assumption of the deductible and the increase in the premium for the accidental damage insurance pursuant to A 6.14, the deductible is deducted from the benefit total.
- 3 For damage caused by the tenant and identified when the tenant moves out of the rented property (damage for which the landlord must be compensated), the deductible is only deducted once.

A 16

What recourse and compensatory claims of third parties are not covered?

The insurance does not cover recourse and compensatory claims for services rendered by the claimant to the injured party,

- 1 for damage for which an insured is liable under A 2.2 or as a builder-owner under A 9.4;
- 2 for damage caused by insured children, persons who share the household and animals pursuant to A 5;
- 3 for damage to third-party vehicles used by the insured pursuant to A 6.1.

B Miscellaneous Provisions

B 1

From when to when is the insurance valid?

- 1 The contract begins on the date mentioned in the application and the policy.
- 2 Until the policy or a definite certificate of insurance changes hands, AXA may refuse the application for insurance in writing. If the application is refused, insurance coverage lapses 3 days after the policyholder receives notification to this effect. The premium is due pro rata for the term of the contract.
- 3 The contract is concluded for the term specified in the policy. It is automatically extended at the end of this term for 1 year at a time, unless one of the contracting parties received notice of termination at the latest 3 months before the end of the contract term. If the contract has been entered into for a period of less than 1 year, it lapses on the stated date.
- 4 If the policyholder moves away from Switzerland, the Principality of Liechtenstein or the enclaves Büsingen or Campione, the insurance coverage lapses at the end of the current insurance year or, on request of the policyholder, immediately.

B 2

What precautionary insurance coverage does AXA also provide?

- 1 If the policyholder marries, a child is born or a minor is taken into the family, the insurance policy for an individual person provides precautionary coverage to the entire family for a period of 1 year. If these events are not notified to AXA within 1 year, insurance coverage for the family lapses. The premium for family coverage is levied retroactively.
- 2 If the policyholder dies, the family insurance coverage remains valid for the other insured for a period of 3 months, unless the surviving dependants request the prior termination of the contract.
- 3 If other persons sharing the household are included in the policy by name and the joint household is discontinued, precautionary insurance coverage for these persons applies for another 30 days.

B 3

What applies to premium payments?

- 1 The premium falls due annually on the day stated in the policy.
- 2 In case of partial payment, any unpaid installments of an annual premium remain due. AXA may add a surcharge to each installment.

B 4

What happens if premiums or deductible provisions change?

- 1 If the premium rates or deductible regulations change, AXA may request an amendment to the agreement with effect from the following insurance year. To this end AXA must notify the policyholder of the new premium or deductible regulations at least 25 days before the premium is due.
- 2 If the policyholder is not in agreement with the amendment of the contract, he/she may give notice of termination of this part or the entire contract for the end of the insurance year.
- 3 If AXA does not receive any notice of termination by the end of the insurance year, the amendments to the contract shall be deemed to have been accepted.

B 5

What must be done to claim compensation?

- 1 AXA must be notified at the latest when a claim is asserted against an insured. If a death has occurred, AXA must be notified in good time for a post-mortem examination to be made at its expense before the funeral.
- 2 During horseracing events, the liability for damage suffered by competitors is only insured if the race management investigates the event and a damage report signed by the race manager, the person who caused the damage and the injured party has been drawn up.
- 3 AXA conducts the negotiations with the injured party as the insured's representative.
- 4 The insured may not on his/her own initiative acknowledge any claims by the injured party or make any payments.
- 5 As a rule, AXA pays the compensation directly to the injured party.
- 6 If legal proceedings are instituted, the insured must allow AXA to appoint a legal representative and to conduct the proceedings.
- 7 All written and oral notifications and decrees addressed to the insured must be forwarded to AXA.
- 8 Any reimbursement for non-court costs belongs to AXA, provided that it is not intended to cover the personal expenses of the insured.
- 9 The settlement of claims agreed by AXA is binding on the insured.

B 6**When can the compensation payment be reduced?**

In the event of any intentional breach of legal or contractual regulations or obligations, the compensation may be reduced or cancelled to the extent to which the breach caused or influenced the loss. There is no reduction if the insured can prove that his/her behavior did not influence the loss.

B 7**How can the contract be terminated after a claim?**

- 1 After every claim for which AXA pays compensation,
 - the policyholder can terminate the applicable part of the contract or the entire contract within 14 days at the latest after he/she has received knowledge of the payment,
 - AXA can do the same at the latest when the compensation is paid.

- 2 If the contract is terminated by the policyholder, the insurance coverage lapses 14 days after AXA receives notification to this effect.
- 3 If AXA terminates the contract, insurance coverage lapses 30 days after the policyholder receives notification to this effect.

B 9**What law also applies to these provisions?**

The Federal Law on Insurance Contracts (VVG) supplements these provisions.

