

Third-party liability insurance Companies

Version 04.2018

Table of contents

Part A Underlying Provisions of the Insurance Contract

A1	Scope of the contract	5
A2	Contract term	5
A3	Termination of the contract	5
A4	Premiums	5
A5	Deductible	5
A6	Duties of care and obligations	5
A7	Information obligations	5
A8	Risk increase or reduction	6
A9	Assignment of claims	6
A10	Principality of Liechtenstein	6
A11	Applicable law and place of jurisdiction	6
A12	Sanctions	6

Part B Scope of Insurance – General Provisions

B1	Insured risk and insured liability	7
B2	Trigger	7
B3	Territorial scope	8
B4	General exclusions	8

Part C Scope of Insurance – Special Provisions

C1	Environmental impairment	11
C2	Loss prevention	11
C3	Product recall – notification costs	11
C4	Personal liability during business travel	12
C5	Use of vehicles	12
C6	Loading and unloading of vehicles	12
C7	Real estate	13
C8	Construction owner liability	13
C9	Real property, buildings and premises that are rented, leased or held under a usufructuary lease	14
C10	Rented telecommunication systems	14
C11	Care, custody and control	14
C12	Property stored in cloakrooms	15
C13	Keys entrusted for safekeeping	15
C14	Customer files	15
C15	Financial losses – release of data	15
C16	Releases from liability	15
C17	Extension of limitation period	15
C18	Waiver of defense against gross negligence	15

Part D Claims

D1	Benefits	16
D2	Deductible	16
D3	Claim notifications and obligations to provide information	16
D4	Claims handling	17
D5	Recourse to the insured party	17
D6	Crisis communication (PR costs)	17

Part F Data Protection

Data Protection	20
------------------------	-----------

Part E Definitions

E1	Contaminated sites	18
E2	Monetary assets	18
E3	Bodily injury	18
E4	Property damage	18
E5	Loss prevention costs	18
E6	Serial loss	18
E7	Environmental impairment	18
E8	USA/Canada	18
E9	Financial loss	18
E10	Insureds	18
E11	Insured risk	19
E12	Insurance year	19

Key points at a glance

This overview provides you with information on the material content of the insurance contract, in accordance with Art. 3 of the Insurance Contracts Act (ICA). The contracting parties' rights and obligations arise with the conclusion of the insurance contract, namely as specified the application, policy, contract terms and statutory provisions.

Who is the insurance carrier?

The insurance carrier is AXA Insurance Ltd, General Guisan-Strasse 40, 8401 Winterthur (hereinafter "AXA"), a joint stock company with registered offices in Winterthur and a subsidiary of the AXA Group.

What is insured?

The insurance covers claims for damages that are brought against insureds on the basis of liability imposed by law (B1.1 GIC).

The insurance covers liability imposed by law for bodily injury and property damage (E3 and E4 GIC) arising from

- **Premises risk:** Risks arising from ownership or possession – e.g. rental, usufructuary lease – of real property, buildings, facilities and installations;
- **Operational and occupational risk:** Risks arising from the insureds' actions and omissions, as well as from operations within and outside of places of business;
- **Product risk:** Risks arising from the manufacture, delivery and trading of products;
- **Environmental risk:** Environmental hazards arising from premises, operational, occupational and product risks.

What is not insured?

Among other claims, the following are excluded from the insurance coverage pursuant to B4 GIC:

- arising from the policyholder's own losses (B4.1 GIC);
- arising from the improper performance of contracts and breach of warranties (B4.2 GIC);
- arising from any liability that goes beyond the scope of liability imposed by law (B4.3 GIC);
- arising from the failure to comply with a legal obligation to insure (B4.4 GIC);
- arising from damage to property in custody or rented property (B4.5 GIC). The provisions of C9 to C14 GIC remain reserved;
- arising from damage to property as a result of conducting or omitting an activity to or in connection with that property – for example, through processing or repair (B4.6 GIC);
- in connection with individual products and materials (B4.17 GIC);
- in connection with deliveries of goods to the US or Canada, or work and services performed in the US or Canada (B4.25 GIC).

What benefits does AXA provide?

AXA will indemnify the amount that the insured must pay to the claimant based on the insured's liability in law (D1.1 GIC). If the loss event is insured, AXA also covers the cost of defending against unjustified or excessive claims (legal protection coverage in accordance with D1.2 GIC).

Benefits are limited to the amount of insurance or the sublimit stipulated in the application or the policy – as a double aggregate per insurance year.

How high is the premium and when is it due?

The premium is indicated in the application and the policy. It is due on the first day of each insurance year.

What are the policyholder's main obligations?

Among other things, the policyholder must

- immediately give written notification of any change in a circumstance that is significant for evaluating the risk (A8.1 GIC);
- eliminate, at its own cost, any dangerous condition that may lead to a loss (A6.1 GIC);
- immediately report the occurrence of any event whose consequences may impact the insurance (D3 GIC);
- ensure that the production, processing, collection, storage, etc. of environmentally hazardous materials comply with statutory provisions and governmental regulations (C1.3.1 GIC).

The policyholder may not, among other things, carry on any direct negotiations with the claimant, recognize any claims, reach any settlement, pay any damages, or assign any entitlements arising from the insurance (D4.2 and A9 GIC).

Special obligations that may apply are listed separately in the contract provisions, the application and the policy.

When does the insurance begin and end?

The insurance contract begins on the date shown in the policy. AXA may reject the application up to the date when it issues the policy or gives definite confirmation of coverage. The insurance is valid for the period shown in the policy.

If the insurance contract is not terminated per expiry, it is tacitly renewed for 1 year. A contract concluded for less than 1 year ends on the date shown in the policy.

Special information for the Principality of Liechtenstein

The applicant is bound by the application for a period of 2 weeks after submitting or sending it.

If AXA is in breach of the information obligations pursuant to the Insurance Contracts Act or Insurance Supervision Act of the Principality of Liechtenstein, the policyholder has the right to withdraw from the contract within four weeks from the receipt of the policy.

The responsible supervisory authority is the Swiss Financial Market Supervisory Authority (FINMA), 3000 Bern.

Which definitions apply?

The key terms are explained in Part E under "Definitions".

What data does AXA use and how?

Information about the use of data may be found under "Data Protection" in Part F.

General Insurance Conditions (GIC)

Part A

Underlying Provisions of the Insurance Contract

A1 Scope of the contract

The policy stipulates the insurance coverages which have been agreed. The scope of the insurance protection is governed by the policy, these General Insurance Conditions (GIC), any Supplementary Conditions (SC), and any Special Insurance Conditions (SIC) that may apply.

A2 Contract term

The insurance contract begins on the date shown in the policy. It is valid for the term shown in the policy, after which it is tacitly renewed for 1 year at a time.

A contract concluded for less than 1 year ends on the date shown in the policy. Any provisional insurance coverage that may be in place ends when the policy is issued.

AXA may reject the application. Any provisional insurance coverage that may be in place ends 3 days after notification of such rejection reaches the applicant. In this case, the applicant shall owe the prorated premium for the period of insurance coverage.

If the policyholder goes bankrupt, the contract ends upon declaration of bankruptcy. Within 30 days of such declaration, and against payment of the premium, the bankruptcy administration can demand continuation of the policy from the date on which bankruptcy proceedings began.

A3 Termination of the contract

A3.1 Termination per expiration date

Both contracting parties may give written notice to terminate the contract up to 3 months before its expiration date.

A3.2 Termination in the event of a claim

After a loss which AXA indemnifies, the contract can be terminated:

- by the policyholder, no later than 14 days after it has been notified of the indemnity payment; whereby coverage ends 30 days after AXA receives the notice of termination.
- by AXA, at the latest when the indemnity payment is made, whereby coverage ends 30 days after the policyholder receives the notice of termination.

A3.3 Termination in case of risk increase

A8.2.3 applies.

A4 Premiums

A4.1 Amount and due date of premium

The premium stipulated in the policy is due on the first day of every insurance year; the due date for the first premium is stated on the invoice. In the event of payment in installments, the installments due during the insurance year are deemed to be deferred. AXA may add a surcharge to each installment.

A4.2 Premium calculation

The application or the policy stipulates whether the premium is flat-rate or whether it is calculated at the end of each insurance year based on reported information such as salaries or turnover.

A5 Deductible

D2 applies.

A6 Duties of care and obligations

A6.1 Elimination of a hazardous condition

The policyholder must eliminate at its own expense any hazardous condition that could result in a loss. AXA can demand that a hazardous condition be eliminated within a reasonable period.

A6.2 Breach of obligations or duties to notify

If the policyholder or the insured culpably violates its obligations (e.g. as per C1.3 or D4.2) or a duty to notify or provide information (e.g. as per D3), thereby giving rise to a situation in which AXA would be liable to pay out increased benefits, **insurance coverage is forfeited** to the extent of this increase.

A6.3 Duties of care and other obligations in the event of a claim

The insurance covers A9, C1.3, C12.3, C13.2, D3 and D4.2.

A7 Information obligations

A7.1 Communication with AXA

The policyholder or beneficiary must address all communications to the relevant branch office or registered office of AXA.

A7.2 Risk increase or reduction

A8.1, A8.3.1 and A8.4 apply.

A7.3 Loss event

D3 applies.

A8 Risk increase or reduction

A8.1 Change in material circumstances

The policyholder must notify AXA immediately and in writing, at the latest by the end of the insurance year, of any significant change in the circumstances that formed the basis for assessing the risk and which were verified by the contracting parties upon concluding the contract.

A8.2 New risks

A8.2.1 If a new risk is introduced after the contract comes into force that leads to a significant increase in exposure – for example, due to changed or new activities – the new risk is also covered under the insurance as part of the remaining insurance provisions (contingent insurance).

A8.2.2 However, AXA reserves the right to

- recalculate the premium and redefine the conditions for such risk retroactively to the date of inclusion;
- refuse to accept the new risk;
- terminate the contract within 14 days on receipt of notification of the risk increase.

A8.2.3 The policyholder can terminate the contract within 14 days if no agreement can be reached on the new premium or the new conditions.
If AXA refuses to accept the new risk or terminates the contract, the contingent insurance and the contract will end 30 days after the policyholder receives the written rejection letter or notice of termination.
In each case, AXA is entitled to the premium corresponding to the risk from the date when coverage starts until the date when the contingent insurance or the contract ends.

A8.2.4 If the new risk is already covered under liability insurance from which benefits are due for the same damage or serial loss, B2.5 will apply by extension.

A8.3 New companies

A8.3.1 If the policyholder forms or acquires subsidiaries with at least a 50% shareholding or a 30-50% share of management control, the subsidiaries will also constitute insured entities from the time of their formation or acquisition, provided they are located in Switzerland or the principality of Liechtenstein (contingent insurance).
The policyholder must inform AXA of the name, the legal domicile, and the business purpose of the new subsidiaries.

A8.3.2 If the activities of new subsidiary differ from the policyholder's activities as defined in the policy, AXA reserves the right to

- recalculate the premium and redefine the conditions for this subsidiary retroactively to the date of inclusion;
- refuse to include the new company;
- terminate the contract within 14 days on receipt of notification of the new subsidiary.

A8.3.3 The provisions in accordance with A8.2.3 and A8.2.4 apply by extension.

A8.4 Risk reduction

In the case of a decrease in risk, AXA will reduce the premium commensurately from the date on which it receives written notification from the policyholder.

A9 Assignment of claims

The insured does not have the right to assign claims from this policy without AXA's authorization.

A10 Principality of Liechtenstein

If the policyholder is resident in the Principality of Liechtenstein or if the policyholder's registered office is located in the Principality, references to provisions of Swiss law in the insurance contract documentation shall relate to the corresponding provisions of Liechtenstein law.

A11 Applicable law and place of jurisdiction

A11.1 Applicable law

This insurance contract is governed by material Swiss law; for policyholders resident in or having their registered office in the Principality of Liechtenstein, it is governed by material Liechtenstein law.

A11.2 Place of jurisdiction

Disputes arising from this insurance contract must be brought before the ordinary Swiss courts; in the case of policyholders resident or having their registered office in the Principality of Liechtenstein, the matter must be brought before the ordinary Liechtenstein courts.

A12 Sanctions

AXA's insurance protection shall not apply insofar and as long as applicable legal economic, trade or financial sanctions inhibit indemnification under this contract.

Part B

Scope of Insurance – General Provisions

B1 Insured risk and insured liability

B1.1 Insured liability, insured risk

Coverage applies as part of the insured risk defined in the policy for claims for damages arising from bodily injury and property damage, asserted against the insured under provisions of liability law.

The insurance covers natural persons, legal persons, partnerships, corporations and entities for their respective operational, professional and/or statutory activity.

The insurance does not cover recourse and compensatory claims of third parties against persons in accordance with E10.3 and E10.6 for benefits these third parties have already paid to the injured parties.

B1.2 Insured locations

The insurance covers all locations of the insured enterprise in Switzerland and the Principality of Liechtenstein: plants, branch offices, warehouses, etc.

The insurance does not cover locations of the insured enterprise outside these two countries.

B1.3 Engagement of third parties

The insurance also covers claims brought against the policyholder for losses caused by independent enterprises or professionals engaged as auxiliaries (e.g. subcontractors) by the policyholder.

The insurance does not cover the personal liability of these enterprises and independent professionals.

B1.4 Staff loaned or hired out

The insurance covers claims against the policyholder arising from losses caused by persons loaned or hired out by the policyholder to a third party (lease of labor or services) in connection with activities for the third party.

The insurance does not cover the liability of such third party as principal of the persons loaned or hired out for losses caused by them.

B2 Trigger

B2.1 Date of loss occurrence

The insurance covers claims arising from losses that occur during the contract term.

If the date of the loss cannot be established with certainty, the date on which the loss was first ascertained shall be decisive, regardless of who ascertains the loss.

B2.2 Serial loss

The date of occurrence of all loss events falling under a serial loss is the date on which the first event of the series occurs. If the first loss of a series occurs before the contract begins, **none of the claims of the series are insured.**

B2.3 Occurrence of loss prevention costs

Loss prevention costs are defined as having been incurred on the date on which it is first established that a loss is imminent.

B2.4 Prior acts coverage

Claims arising from a loss or serial loss caused before the beginning of the contract are insured only if the policyholder can plausibly show that, at the time that the contract was signed, it was unaware of any action or omission, or of any defect or flaw of manufactured or delivered goods, give rise to an insured's liability.

By extension, this also applies when the contract provisions are amended during the contract term – for example, provisions on amounts of insurance and deductibles.

B2.5 Previous insurer

If a previous insurer is obligated to indemnify the same loss or serial loss, AXA's benefits are limited to that part of the indemnity exceeds the insurance amount or sublimit contained in the previous insurance (difference in limits coverage).

The insurance amount or sublimit of the previous insurance is deducted from the insurance amount or sublimit stipulated in the AXA insurance policy.

B2.6 Subsequent reporting period

Claims arising from a loss or serial loss that occurs during the contract term are insured only if notified to AXA within 5 years after the contract or coverage ends.

In the case of claims arising from a serial loss, the first loss of the series is relevant for the notification.

B2.7 Extended coverage period

B2.7.1 If the policy is canceled because the insured enterprise is discontinued – with the exception of bankruptcy – or because the policyholder dies, claims arising from losses caused before the end of the contract but only occurring after its termination are covered. Losses that occur during this extended contract period, provided that they do not form part of a serial loss, are deemed to have occurred on the day on which the contract ends.

B2.7.2 If insured persons leave the group of insureds, the following applies: If, prior to leaving the group of insureds, insureds pursuant to E10.2, E10.3 and E10.6 cause losses by actions or omissions, the ensuing claims against the policyholder are covered – at the latest until the end of the contract, and in the event of policy cancellation pursuant to B2.7.1 also for the duration of the extended coverage period.

However, the personal liability coverage of the insureds pursuant to E10.2, E10.3 and E10.6 who leave the group of insureds continues even after a policy termination.

B2.7.3 In the following cases, losses that occur up to the end of the policy are also covered:

- If insured enterprises or parts thereof are excluded.
- If insured activities are discontinued.
- If insured deliveries of goods to the US or Canada are discontinued.

On contract cancellation in accordance with B2.7.1, coverage for these losses also continues during the extended coverage period.

B3 Territorial scope

The insurance covers claims arising from losses that occur anywhere in the world. For damage that occurs in the USA/Canada, the provisions under B4.25 are reserved.

B4 General exclusions

B4.1 Own losses

The insurance does not cover claims:

- arising from losses of the policyholder (own losses);
- arising from losses affecting the policyholder's person – for example, compensation for loss of upkeep;
- arising from losses of persons living in the household of the liable insured.

B4.2 Business risk

Claims relating to contract performance or claims in lieu thereof arising from non-performance or improper performance, namely

- for damage to and defects of goods and services that were manufactured or delivered by or on behalf of the policyholder, where such damage and defects arose as the result of a cause in the manufacture, delivery, or work carried out;
- for damage and costs incurred in connection with investigating and remedying such damage and defects;
- for financial losses or loss of assets or earnings as a result of such damage or defects.

This exclusion also extends to extra-contractual claims, if such claims are concurrent to or in lieu of the excluded contractual claims.

B4.3 Contractually assumed liability

Claims that are brought on the basis of a contractually assumed liability that goes beyond the liability imposed by law are not covered.

B4.4 Non-compliance with a duty to insure

The insurance does not cover claims arising from losses that should have been covered under other insurance due to a statutory or contractual obligation to insure.

B4.5 Damage to property while in custody

There is no coverage for claims arising from damage to property that an insured accepts for use, processing, storage or forwarding or for other purposes – for example on consignment or for exhibition – or that were rented, leased or held under a usufructuary lease.

B4.6 Property worked on

Claims arising from damage to property as a result of conducting or omitting an activity to or in connection with it – for example, through processing or repair – are not covered;

Activity within the meaning of this provision also includes project planning and management, issuing directives and instructions, supervision, controlling and

similar work; as well as conducting trial runs, regardless of who performs them.

If an activity involves only parts of immovable property, the exclusion applies only to claims arising from damage to these parts themselves and to adjoining parts situated in the immediate vicinity of the area of activity.

B4.7 Recall costs

Claims and costs are not covered in connection with

- recalling or taking back items, preparatory work necessary in this regard;
- other measures taken instead of recalling or taking back items.

B4.8 Hazardous activities

Claims in connection with hazardous activities pursuant to the Federal Law on Accident Insurance (UVG) are not covered.

B4.9 High probability and willfulness

Claims are not covered for:

- loss that should have been anticipated with a high degree of probability by the policyholder, its representatives or the persons entrusted with the management or supervision of the business;
- or whose occurrence was taken into account in order to reduce costs, speed up work or prevent the loss of wealth or earnings.

B4.10 Damage to waste systems

There is no coverage for damage claims due to materials introduced into systems for the storage, treatment, transmission or elimination of waste, waste water or materials for recycling.

This exclusion does not apply to claims arising from damage to sewage treatment and pre-treatment facilities.

B4.11 Felonies and major offenses

The insurance does not cover liability claims brought against the perpetrator for losses caused in connection with a premeditated perpetration of a felony or of a major offense, or of an attempt at such.

B4.12 Compensation of a punitive nature

Claims for compensation of a punitive nature – such as punitive/exemplary damages – are not covered.

B4.13 Electromagnetic fields

Claims in connection with the effects of electromagnetic fields are not covered.

B4.14 Ionizing radiation

Claims in connection with the effects of ionizing radiation are not covered.

B4.15 Nuclear damage

Claims in connection with the effects of nuclear damage pursuant to the Swiss legislation on nuclear liability, and the associated costs are not covered.

B4.16 Asbestos

Claims in connection with asbestos are not covered.

B4.17 Individual products and materials

Claims arising from product liability as manufacturer, quasi manufacturer, importer or exporter are not covered for

- tobacco and stimulants containing tobacco or nicotine;
- products to prevent, induce, support, or terminate pregnancies – such as contraceptives, condoms, ovulation inducers, abortifacients;
- products of human origin, including blood and blood products;
- silicon and silicon products used in the human body;
- urea-formaldehyde;
- halogenated hydrocarbons (e.g. perchloroethylene, trichloroethane, chlorohydrocarbons, PCBs, PCP, CFCs, dibenzodioxins, dibenzofurans);
- oxyquinoline;
- methyl tert-butyl ether (MTBE).

This exclusion also applies to the intentional further processing of the said products and materials.

B4.18 Genetically modified and pathogenic organisms

There is no coverage for claims arising from liability of enterprises that are subject to reporting or licensing obligations under Swiss law, in connection with the handling of:

- genetically modified organisms or assimilated products on account of changes to the genetic material;
- pathogenic organisms on account of their pathogenic characteristics.

This exclusion applies to the insured enterprise also when handling such organisms and products abroad if this would be subject to notification or licensing obligations in Switzerland.

However, this exclusion does not apply if the policyholder was unaware of the fact that the organisms and products were genetically modified on their import or putting into circulation.

B4.19 Animal feed and feed additives

There is no coverage for claims in connection with the manufacture of or trading in animal feed or feed additives or components thereof, if these contain genetically modified organisms and the losses or costs are due to genetically modified organisms.

B4.20 Aircraft, spacecraft and parts thereof

Claims for damage arising from the following are not covered:

- aircraft, spacecraft and parts thereof that are designed, constructed, produced, or delivered by or on behalf of the insured;
- activities carried out on aircraft, spacecraft or parts thereof (such as installation, maintenance, inspection, overhaul, repair, forwarding).

This exclusion does not apply to

- aircraft for which Swiss law does not prescribe liability insurance or does not require the posting of security;
 - parts that were not intended by the insured for use in the construction of or installation in aircraft or spacecraft;
 - claims arising from losses attributable to aircraft or parts thereof manufactured or delivered by the insured – provided sales from deliveries of aircraft or parts thereof do not exceed 25% of the insured's total annual sales in the insurance year prior to the year in which the loss occurred.
-

B4.21 Software and computer data

There is no coverage for claims arising from the impairment of software or computer data – such as their modification, deletion or rendering useless – unless it is a consequence of insured damage to data carriers (hardware).

B4.22 Intellectual property

There is no coverage for claims in connection with the issue of patents, licenses, research findings, formulas, recipes or construction, manufacturing and building plans or software and data that can be processed by computers.

Delivering over items containing integrated software does not fall under the provision of software.

B4.23 BSE, TSE, Creutzfeldt-Jakob disease

There is no coverage of claims arising from damage in connection with

- BSE (bovine spongiform encephalopathy);
 - TSE (transmissible spongiform encephalopathy);
 - Creutzfeldt-Jakob disease;
 - other brain diseases caused by modified prions.
-

B4.24 Foreign employer's liability

There is no coverage of claims brought against the policyholder in his capacity as employer due pursuant to foreign liability norms – e.g. employer's liability, employment practices liability, worker's compensation and occupational diseases.

B4.25 USA/Canada

There is no coverage of claims for losses that occur in the USA or Canada in connection with

B4.25.1 direct or indirect deliveries of goods to these countries. This exclusion does not apply

- if the policyholder can plausibly show it was unaware of a delivery to the USA/Canada;
- to individual products for private consumption that were acquired and accepted in retail trade outside of the USA/Canada and then brought into these countries;

B4.25.2 the installation, construction, service/maintenance work or the planning, supervision or management of such activities in these countries;

B4.25.3 services provided and work carried out for projects or clients in these countries;

B4.25.4 environmental impairment;

B4.25.5 the following products:

- implants
- vaccines or inoculants
- weapons and ammunition and parts thereof
- equipment and parts thereof and components for amusement parks
- latex
- lead and products containing lead
- helmets
- tires, inner tubes, snow chains and starting aids;

B4.25.6 the transmission and spread of diseases and epidemics (e.g. AIDS) or viruses (e.g. HIV);

B4.25.7 mold in or on buildings or parts thereof, including damage to installations and furniture.

The term "mold" includes all types of fungi, their components and interim components, bacteria, mycotoxins and their volatile organic compounds, spores, odors, and byproducts.

B4.26 War and civil war

Claims in connection with war and civil war are not covered.

Part C

Scope of Insurance – Special Provisions

C1 Environmental impairment

C1.1 Scope of coverage

Claims arising from personal injury or property damage in connection with environmental harm from the following causes are covered:

- C1.1.1 Environmental impairment resulting from a single, sudden and unforeseen event requiring immediate action, such as notifying the authorities, alerting the public or implementing loss prevention or mitigation measures.
- C1.1.2 Environmental impairment resulting from the release of substances hazardous to soil or water, such as liquid fuels, acids, bases, and other chemicals – but not waste water and other waste from operations – because of rust or leaks in a facility permanently connected to the site. However, this only applies if the release of such substances requires immediate measures in accordance with C1.1.1.
In such an event, the insurance affords coverage only if the policyholder can prove that the facility in question was built, maintained or decommissioned properly and in accordance with regulations.

C1.2 Exclusions supplementary to B4

- C1.2.1 The insurance does not cover cases where only several events with a like effect (e.g. repeated dripping of toxic substances into the ground, repeated spilling of liquids from movable containers) together necessitate measures in accordance with C1.1.1 where single instances of these events would require no such action.
- C1.2.2 Claims arising from damage in connection with the restoration of protected species or habitats are not covered.
- C1.2.3 Claims arising from damage to the air and to water, soil, flora and fauna not under ownership as defined by civil law.
- C1.2.4 The insurance does not cover claims in connection with sites already contaminated when the contract was signed
 - on real property owned by or in the possession of an insured;
 - on real property of third parties that was (or was partially) caused by an insured.
- C1.2.5 There is no coverage for claims arising in connection with the ownership, possession or operation of facilities used to store, prepare, convey or eliminate waste, waste water or recycling materials.
This exclusion does not apply to the enterprise's own facilities used for the composting or short-term intermediate storage of waste and the enterprise's own facilities for treating or preparing waste water.

C1.3 Obligations and breach of obligation

- C1.3.1 The insured must ensure that the production, processing, collection, storage, cleaning and elimination of environmentally hazardous materials complies with statutory provisions and governmental regulations.

- C1.3.2 The insured must ensure that the facilities used for the above activities, including security and alarm installations, are professionally maintained and kept operational in accordance with technical guidelines, statutory provisions and governmental regulations.
- C1.3.3 The insured must ensure that governmental orders for remediation and similar measures are carried out within the prescribed deadlines.
- C1.3.4 Failure by the insured to meet these obligations releases AXA from its benefit obligation as defined in A6.2.

C2 Loss prevention

C2.1 Scope of coverage

Loss prevention costs are insured if insured bodily injury or property damage is imminent because of a sudden and unforeseen event. **There is no coverage** for measures that are carried out after the hazard has been averted, such as the disposal of defective products. In the event of environmental impairment occurring or imminent due to an event as defined in C1.1.1 or C1.1.2, costs for which the insured is liable resulting from measures ordered by the authorities to avert the immediate long-term impairment of a third party's soil or water is also insured.

C2.2 Exclusions supplementary to B4

- C2.2.1 There is no coverage for loss prevention measures which are an activity belonging to the proper performance of the contract, such as remedying defects and damage to property that has been produced or delivered, or to work that has been completed.
- C2.2.2 The costs of eliminating a hazardous condition in accordance with A6.1 are not covered.
- C2.2.3 The costs of identifying leaks, malfunctions and causes of damage, including the necessary emptying of installations, containers and pipes, as well as the costs of repairs and modifications to such (e.g. remediation costs) are not covered.
- C2.2.4 The costs of loss prevention measures taken on account of snowfall or the accumulation of ice are not covered.

C3 Product recall – notification costs

C3.1 Scope of coverage

In amendment of B4.7, there is coverage for own notification costs incurred by the policyholder and in connection with the recall of

- components and end products that an insured has produced, delivered or processed, and whose possession has been transferred to a third party;
 - products of third parties containing faulty components supplied by the policyholder.
- Notification costs comprise exclusively the costs of
- notifying product recipients, e.g. by letter, e-mail, telephone, SMS or fax;
 - informing product recipients through the media, e.g. the press, radio, television.

C3.2 Conditions

- Insurance coverage is provided on condition that
- the recall is necessary and reasonable in order to avoid insured damage from product defects that have been identified or are suspected based on established or objective facts
- or
- the recall is ordered by the authorities in order to prevent such damage.
-

C3.3 Deductible

The insured is liable for the agreed deductible per event for bodily injury and property damage.

C4 Personal liability during business travel

During business trips and stays for business purposes, the insured's liability for bodily injury and property damage is covered, as well as their liability from day-to-day activities as a private individual, provided no other liability coverage exists.

In amendment of B4.5 and B4.6, claims for damage to premises such as hotel rooms and apartments used by the insured are also covered.

C5 Use of vehicles

C5.1 Motor vehicles

- C5.1.1 The insurance covers the liability as keeper and the liability arising from the use of motor vehicles and trailers
- requiring neither a vehicle registration nor license plates;
 - whose license plates have been surrendered to the relevant authority;
 - for which a special certificate of insurance has been issued for travel on public roads or the enterprise's publicly accessible grounds without vehicle registration and license plates;
 - that are used for the performance of work, provided the damage was caused in connection with this work.
- AXA is liable for benefits only for that part of the compensation that exceeds the scope of coverage (as regards amounts of insurance and conditions) afforded by any motor vehicle liability insurance that must, in principle, pay benefits for the same loss (difference in conditions and limits coverage).
- C5.1.2 The minimum amounts of insurance prescribed by Swiss road traffic legislation apply, provided that the policy does not stipulate higher amounts of insurance.
- C5.1.3 **The insurance does not cover the liability**
- of persons who use the vehicle for journeys not authorized by the authorities or for drives that they were not permitted to take;
 - of persons who were responsible for these vehicle users;
 - of persons on whose instruction or in whose knowledge such drives took place.
-

- C5.1.4 Supplementing C5.1.3 and instead of B4, the following claims are **excluded** in the case of loss events for which an insurance obligation exists under Swiss road traffic legislation:

- Claims of the keeper arising from property damage caused by persons for whom the keeper is responsible under this legislation;
 - Claims arising from property damage by the keeper's spouse or registered partner, relatives in ascending and descending line, or siblings sharing the same household;
 - Claims arising from damage to the used vehicle – including trailers – as well as for damage to the property being transported with these vehicles. The claimant's accompanying items e.g. luggage and the like, are excepted;
 - Claims arising from accidents during races.
-

C5.2 Motor-assisted bicycles

- C5.2.1 The insurance covers the liability for the use of motor-assisted bicycles subject to statutory insurance – including pedal electric bicycles, motorized wheelchairs and electric food scooters – provided that such trips are for the insured enterprise. Journeys to and from work are excluded.
- C5.2.2 AXA is liable for benefits only for that part of the compensation that exceeds the amounts of liability insurance of prescribed by law (difference in limits coverage).
- C5.2.3 The restrictions in accordance with C5.1.3 and C5.1.4 apply by extension.
- The provisions of Swiss road traffic legislation apply in all other respects, insofar as mandatory.
-

C5.3 Watercraft

The insurance covers the liability as keeper and the liability arising from the use of watercraft for which Swiss law does not prescribe liability insurance, provided that such journeys are for the insured enterprise. **Journeys** to and from work are excluded.

C5.4 Aircraft

The insurance covers the liability as keeper and the liability arising from the use of aircraft for which Swiss law does not prescribe liability insurance or for which there is no obligation to provide surety, provided that such aircraft are used for the insured enterprise.

C6 Loading and unloading of vehicles

C6.1 Scope of coverage

- C6.1.1 In amendment of B4.6, the insurance covers claims arising from property damage to land vehicles and watercraft (including superstructures and trailers), in the course of loading or unloading them with general cargo.
- General cargo refers to property that is loaded or unloaded individually, such as machinery, equipment, construction components such as doors, windows or girders, pallets, and containers of all types, such as boxes, crates, barrels, and canisters.
-

- C6.1.2 In amendment of B4.6, the insurance covers claims arising from property damage to tank and cistern vehicles when filling or emptying them with solid or liquid goods.

C6.2 Exclusions supplementary to B4

- C6.2.1 There is no coverage for claims arising from damage to railroad rolling stock.
- C6.2.2 There is no coverage for claims arising from damage to land vehicles or watercraft
- that an insured has borrowed, rented or leased;
 - that was caused through loading or unloading them with bulk material. C6.1.2 is reserved. Bulk material refers to goods that are loaded or unloaded in a loose and unpackaged state, such as grain, sand, gravel, rocks, boulders, coal, scrap metal, material from demolition or excavation, and waste;
 - that was caused by overfilling or overloading.
- C6.2.3 There is no coverage for claims arising from damage to containers – except superstructures and trailers in accordance with C6.1.1 and tanks and cisterns in accordance with C6.1.2 – and to the manipulated goods themselves while being loaded onto or unloaded from vehicles.

C7 Real estate

C7.1 Scope of coverage

The insurance covers liability arising from losses are attributable to land, buildings, premises and installations in Switzerland and the Principality of Liechtenstein, regardless of whether or not they are used by the insured enterprise.

C7.2 Co-ownership or condominium property

In addition, the following applies to land, buildings, and premises as defined in C7.1 that are co-owned or owned as a condominium:

- C7.2.1 The insurance also covers claims arising from losses the cause of which lies in real property and building parts – including related installations and facilities – and to which the policyholder has an exclusive right of use.
- C7.2.2 **There is no insurance coverage**
- for claims brought by the community of owners as a result of damage to shared real property and building parts – including associated facilities and installations – for that part of the loss corresponding to the policyholder's quota share of the property;
 - for claims brought by another co-owner as a result of damage to shared real property and building parts – including associated facilities and installations – for that part of the loss corresponding to the other co-owners' quota share of the property.

C7.3 Ownership in common

If real property, buildings and premises as defined in C7.1 are owned in common, claims brought against the policyholder in his capacity as owner-in-common are also insured.

There is no coverage for claims losses suffered by the owners-in-common.

C7.4 Difference in conditions and limits coverage

AXA is liable for benefits only for that part of the indemnity that exceeds the scope of coverage (as regards amounts of insurance and conditions) afforded by any other insurance that must, in principle, pay benefits for the same loss – for example, separate building liability insurance that the condominium owners association has purchased.

C8 Construction owner liability

If a structure or parts thereof are built, remodeled or extended, etc., the following applies:

C8.1 Scope of coverage

The insurance covers claims arising from bodily injury and property damage incurred from demolition, earth-moving, and construction work that are brought against the insured as the person who commissioned the work (construction owner) or against the owner of the real property as defined in E10.4.

C8.2 Exclusions supplementary to B4

Claims in connection with construction projects are not covered

- C8.2.1 if the total cost of the project as defined in the estimate exceeds CHF 1,000,000 – individual works that are part of the (overall) project or that are to be built in several lots are deemed to be a single structure;
- C8.2.2 with an excavation pit that exceeds a depth of one story;
- C8.2.3 on slopes with a gradient of more than 25%;
- C8.2.4 that involves underpinning or undercutting a neighboring structure;
- C8.2.5 that abuts a structure of a third party;
- C8.2.6 that involves lowering the water table;
- C8.2.7 for which work causing strong vibrations (e.g. blasting or pile-driving) is performed;
- C8.2.8 that involves vibratory sheet piling or extraction;
- C8.2.9 for which borehole drilling (e.g. for heat probes, pile foundations) is foreseen.

Similarly, there is no coverage for claims

- C8.2.10 relating to the construction project itself or its site;
- C8.2.11 in connection with the reduced flow or drying-up of sources.

C8.3 Difference in conditions and limits coverage

AXA is liable for benefits only for that part of the indemnity that exceeds the scope of coverage (as regards amounts of insurance and conditions) afforded by any other insurance that must, in principle, pay benefits for the same loss – for example construction owner's protective liability insurance.

C9 Real property, buildings and premises that are rented, leased or held under a usufructuary lease

C9.1 Scope of coverage

In amendment of B4.5 and B4.6, there is coverage for liability from claims arising from the following losses:

- C9.1.1 damage to real property, buildings and premises that are rented, leased or held under a usufructuary lease;
- C9.1.2 damage to parts of buildings and premises (such as lobbies, staircases or parking areas) that are shared with other tenants, lessees, leaseholders, or with the owner;
- C9.1.3 damage to heating and hot water supply systems, passenger and freight elevators, escalators, as well as air conditioning, ventilation and plumbing facilities exclusively serving the listed buildings and premises.

C9.2 Loss of keys

If keys issued to the buildings and premises listed in C9.1.1 are lost, the cost of the necessary changing or replacement of locks and corresponding keys is insured (cost of changing the locks). Electronic lock systems and their associated badges are treated in the same way as locks and keys.

C9.3 Exclusions supplementary to B4

- C9.3.1 The insurance does not cover claims arising from damage to gymnastics and multi-purpose halls, stadiums, concert halls or trade fair and exhibition halls that are rented, leased or held under a usufructuary lease.
- C9.3.2 The insurance does not cover claims for damage to premises that are used for storing poisonous or corrosive materials or substances if the damage is due to the effect of these materials or substances.
- C9.3.3 The insurance does not cover claims for damage to real property, buildings and premises that are rented, leased or held under a usufructuary lease for less than 6 months.
- C9.3.4 The insurance does not cover claims arising from damage to residential premises that are rented, leased or held under a usufructuary lease for the purpose of accommodating employees or asylum seekers.
- C9.3.5 The insurance does not cover claims for damage arising from the gradual effect of moisture and damage that occurs over time: wear and tear, deterioration of wallpaper and paint, and the like.
- C9.3.6 The insurance does not cover claims for the cost of restoring real property, buildings or premises to their original condition after they were deliberately modified either by or on the instructions of an insured.
- C9.3.7 The insurance does not cover claims arising from damage to furniture and to machines and apparatus, even if they are permanently attached to the real property, building or premises. C9.1.3 is reserved.

C9.4 Difference in conditions and limits coverage

AXA is liable for benefits only for that part of the indemnity that exceeds the scope of coverage (as regards amounts of insurance and conditions) afforded by any other insurance that must, in principle, pay benefits for the same loss – for example, property insurance.

C9.5 Deductible

Supplementary to D2.1, the deductible for all claims that are brought on termination of the rental or leasing contract – i.e. at the time of the handover of the building and premises to the landlord or lessor – is deducted only once.

C10 Rented telecommunication systems

C10.1 Scope of coverage

In amendment of B4.5 and B4.6, the insurance covers claims arising from damage to rented or leased telecommunication systems such as telephones, fax/telex devices, videotext devices, videophones, videoconferencing systems, answering machines, voice-mail servers, and cables belonging directly to these devices, as well as internal switchboards (interior systems).

C10.2 Exclusion supplementary to B4

The insurance does not cover claims arising from damage to mobile phones, pagers, internal communication systems, mobile and stationary PCs, network servers, mainframes, cables, software and data.

C10.3 Difference in conditions and limits coverage

AXA is liable for benefits only for that part of the indemnity that exceeds the scope of coverage (as regards amounts of insurance and conditions) afforded by any other insurance that must, in principle, pay benefits for the same loss – for example, property insurance.

C11 Care, custody and control

C11.1 Scope of coverage

In amendment of B4.5, the insurance covers claims arising from the destruction of, damage to or loss of property the insured has accepted for use to or processing, provided the cause of the damage relates to the custody of the property.

C11.2 Exclusions supplementary to B4

The insurance does not cover:

- claims arising from damage to property an insured accepts exclusively for storage or forwarding, on consignment, or for exhibition purposes; or that an insured rents, leases, or holds under a usufructuary lease;
- claims arising from damage to monetary assets, documents, deeds and plans;
- claims arising from damage to vehicles of any kind. However, damage to bicycles and motorized bicycles, as well as parts and accessories thereof, is not excluded;
- claims arising from damage to animals.

C11.3 Difference in conditions and limits coverage

AXA is liable for benefits only for that part of the indemnity that exceeds the scope of coverage (as regards amounts of insurance and conditions) afforded by any other insurance that must, in principle, pay benefits for the same loss – for example, property insurance.

C12 Property stored in cloakrooms

C12.1 Scope of coverage

In amendment of B4.5, the insurance covers claims arising from property that is destroyed, damaged, stolen or lost while being kept in a continuously guarded or locked cloakroom.

C12.2 Exclusion supplementary to B4

The insurance does not cover claims arising from losses in connection with monetary assets, documents, deeds and plans.

C12.3 Obligations

Supplementary to D3, the insured must, in the event of a theft, inform the police immediately upon its discovery and, at the request of AXA, bring charges against the perpetrator. Failure by the insured to meet these obligations releases AXA from its benefit obligation in accordance with A6.2.

C13 Keys entrusted for safekeeping

C13.1 Scope of coverage

In amendment of B4.5 and B4.6, the insurance covers claims from third parties for the necessary changing or replacing of locks and keys, in the event that entrusted keys to the real property, buildings, premises, or facilities in which the insured have to carry out their activities or which are managed by the insured are lost. Such costs are deemed to be property damage. Electronic lock systems and the associated badges are treated in the same way as locks and keys.

C13.2 Obligation

The insured must inform the principal immediately if keys or badges are lost. Failure by the insured to meet this obligation releases AXA from its benefit obligation in accordance with A6.2.

C14 Customer files

C14.1 Scope of coverage

In amendment of B 4.5, the insurance covers claims arising from the destruction of, damage to or loss of customer files that an insured has accepted for analysis, calculation evaluation, or a similar purpose.

C14.2 Difference in conditions and limits coverage

AXA is liable for benefits only for that part of the indemnity that exceeds the scope of coverage (as regards amounts of insurance and conditions) afforded by any other insurance that must, in principle, pay benefits for the same loss – for example, property insurance.

C15 Financial losses – release of data

C15.1 Scope of coverage

Supplementary to B1.1, the insurance covers the insured's liability for financial losses arising from data privacy violations due to the unauthorized release or disclosure of personal data by insureds in the course of their official duties.

C15.2 Exclusions supplementary to B4

The insurance does not cover

- claims arising from a procedure to obtain the right to inspect, correct, or destroy data;
- claims arising from the publication or sale or disclosure of data for commercial purposes;
- claims arising from garbled or inaccurate transmission of communications or information;
- claims arising from damage due to felonies and major offenses committed intentionally – for example, hacker attacks, malware or other types of cybercrime.

C15.3 Deductible

The insured is liable for the agreed deductible per event for bodily injury and property damage.

C16 Releases from liability

If the insured has entered into a liability agreement that is more restrictive than liability rules prescribed by law, AXA will refrain from invoking such an agreement if the insured is unable or unwilling to assert it – for example due to business policy aspects.

C17 Extension of limitation period

If an insured extends the statutory limitation period vis-à-vis clients in a purchase or work agreements in connection with the delivery of products, AXA will waive the defense pursuant to B4.3, provided that claims are covered in accordance with the contract provisions and the limitation period does not exceed 5 years.

C18 Waiver of defense against gross negligence

AXA waives its right under Art. 14 para. 2 and 3 of the Insurance Contract Act (ICA) to reduce its benefits if the insured event was caused by the insured through gross negligence.

The waiver of defense shall not apply

- to events whose cause is related to the effects of alcohol, drugs or medication;
- if barred by applicable statutory provisions.

Part D

Claims

D1 Benefits

D1.1 Compensation of justified claims

Within the scope of coverage and statutory liability provisions, AXA pays benefits in the amount that the insured must indemnify the claimant. AXA can pay compensation to the claimant directly.

D1.2 2 Defense against unjustified claims

AXA assumes the cost of defending against unjustified or excessive claims for damages, provided that they relate to an insured event.

D1.3 Limitation of benefits

D1.3.1 AXA's benefits for all claims – incl. interest, loss reduction costs, costs of expert opinions, attorney fees, court costs, mediation costs, loss prevention costs; and other costs such as the opposing party's legal expenses – are limited to the amount of insurance stipulated in the policy. Claims and costs arising from specified risks may be subject to a sublimit stipulated in the policy (lower limit within the amount of insurance).

If such claims and costs – including those in connection with risks to which sublimits apply – per event or serial loss exceed the amount of insurance stipulated in the policy, AXA's maximum benefit equals the amount of insurance (maximum compensation).

The amount of insurance or sublimit is reduced by the agreed deductible.

D1.3.2 The amount of insurance or sublimit is defined as a double aggregate per insurance year, i.e. it is paid twice at most for all claims arising from losses and costs incurred in the same insurance year.

D1.3.3 Benefits are determined by the contractual provisions that were in effect when the loss occurred, e.g. provisions on amounts of insurance and deductibles.

D1.4 Legal protection in criminal and administrative proceedings

D1.4.1 If criminal or administrative proceedings are instituted against an insured because of an insured event, AXA assumes all of the insured's costs arising in this connection – e.g. attorney fees, court costs and costs of expert opinions – as well as any costs that may be awarded against the insured in the proceedings.

D1.4.2 **The insurance does not cover** obligations of a penal or similar nature – e.g. fines, bail and other forms of surety.

D1.4.3 AXA will, with the insured person's approval, appoint an attorney to represent him. The insured is not authorized to retain an attorney without AXA's approval.

In the case of appellate procedures or when appealing lower-instance rulings, AXA can refuse to pay benefits if the appeal seems unlikely to succeed.

If the insured pursues the proceedings at its own risk, AXA shall reimburse its attorney's fees and legal costs in the event of a successful outcome, such as an acquittal. Any litigation compensation awarded to the insured goes to AXA, to the extent of its payments. Indemnification for the insured's personal efforts and out-of-pocket expenses, as well as compensation for financial losses and pain and suffering, are excepted.

The mere reduction of criminal or administrative sanctions, such as sentences, penalties or disciplinary measures imposed by a lower tribunal shall not be deemed a successful outcome.

D1.4.4 AXA is liable for costs in accordance with D1.4.1 only for that part of the compensation that exceeds the scope of coverage (as regards amounts of insurance and conditions) afforded by any other insurance that must, in principle, pay benefits for the same loss – for example legal protection insurance (difference in conditions and limits coverage).

D1.5 Advancement of costs of expert opinions

If an event is insured in principle, AXA shall advance the actual costs of expert opinion up to a maximum of CHF 20,000 (sublimit).

The advancement is furnished, if the following three conditions are met

- The expert opinion serves to ascertain the facts and to determine who is liable.
- The expert opinion is necessary and appropriate.
- The expert opinion is commissioned by AXA or in consultation with AXA.

AXA reserves the right to recover the advanced costs from the liable third party. No deductible applies to the advancement of the costs of expert opinions.

D2 Deductible

D2.1 Deductible per event

The policyholder must pay the deductible shown in the policy for each loss event. For individual risks, a special deductible may be stipulated in the policy.

The deductible also applies to costs, e.g. for defending against unjustified claims. D6 is reserved.

D2.2 Deductible for multiple coverages

If multiple coverages with the same deductible are asserted in connection with a single loss event, the policyholder must pay the deductible only once.

If different deductibles were agreed for these multiple coverages, the policyholder must pay at most the highest agreed deductible.

D2.3 Repayment

The deductible is first charged to the policyholder. If AXA affords benefits to the claimant without prior deduction of the deductible, the policyholder must, waiving any objections, repay the full amount of the deductible to AXA.

D3 Claim notifications and obligations to provide information

If an event occurs whose consequences are likely to impact the insurance, the policyholder must inform AXA without delay.

The notification requirement applies also if police investigations are instituted against an insured because of such an event.

The policyholder must hand over to AXA or make AXA

aware of, immediately and at its own expense, all relevant information on the loss event such as letters, data, documents, and evidence, as well as any official and court documents such as summonses, rulings, notifications, judgments, etc. In addition, the policyholder must forward to AXA, of its own accord, any additional information about the loss event and any steps taken by the injured party.

D4 Claims handling

D4.1 Assumption of the claims handling

AXA will handle all claims, provided that the amount in question exceeds the deductible. It conducts negotiations with the claimant at its own expense. In this regard, it acts as the insured's representative; and the settlement it reaches with the claimant is binding on the insured.

If no agreement can be reached and the injured party takes legal action, AXA will appoint an attorney and manage the proceedings.

Any court fees and legal expenses awarded to the insured must be passed on to AXA in the amount of its provided benefits. Indemnification for the insured's personal efforts and out-of-pocket expenses are accepted.

D4.2 Obligations of the insured

The insured may not, without AXA's authorization, carry out any direct negotiations with the claimant, acknowledge any claims, reach any settlement, pay any damages or assign any entitlements arising from the insurance.

In addition, the insured must assist AXA in handling the claim, in particular in investigating the facts and the loss, and in defending against claims.

D4.3 Arbitration proceedings

The settling of insured claims through arbitration has no impact on the insurance coverage if

- the procedure is conducted in accordance with the Swiss Code of Civil Procedure or the Federal Act on

Private International Law;

- it is a foreign arbitration award that is enforceable in Switzerland.

D5 Recourse to the insured party

If AXA has compensated the injured party directly even though coverage is restricted or suspended under the provisions of the insurance contract or Swiss Insurance Contract Act (ICA), AXA has a right of recourse to the liable insured to the extent that it could have reduced or refused to pay out its benefits.

D6 Crisis communication (PR costs)

If the policyholder faces the threat of critical media reporting due to a loss event that is likely to be insured according to these current general insurance conditions, AXA will reimburse expenditures for the immediate prevention or mitigation of a possible loss of reputation. AXA will cover the costs of a PR agency appointed in consultation with AXA or by AXA in order to assist and support the policyholder, up to a maximum of CHF 50,000 per event (sublimit).

For costs in connection with crisis communication, no deductible applies.

Part E

Definitions

E1 Contaminated sites

Existing waste deposits as well as soil or water pollution.

E2 Monetary assets

Cash, credit and debit cards of all types, plastic money such as cash cards, tax cards, etc.; checks and other means of payment, vouchers, subscriptions of all types, tickets and securities.

E3 Bodily injury

Death, physical injury or other health impairments of individuals – including any resulting loss of assets and earnings.

The insertion of a defective, a faulty or an incorrect implant is deemed to be a bodily injury.

E4 Property damage

Destruction of, damage to or loss of movable and immovable property – including any resulting financial loss and loss of earnings of the injured party.

Death, injury, other health impairments or the loss of animals is deemed to be property damage.

The impairment of the property's functions without any impairment of the property's physical substance shall not be deemed property damage.

E5 Loss prevention costs

Costs incurred as a result of loss prevention measures. Loss prevention measures are any reasonable immediate measures taken to avoid the occurrence of an imminent insured event.

However, costs incurred in connection with recalling or taking back goods, together with the necessary preparatory work associated with these activities, as well as the costs of measures taken instead of recalling or taking back goods, are not loss prevention costs (product recall).

E6 Serial loss

The total of all claims arising from all losses and loss prevention costs from the same cause is deemed to be a single loss event (serial loss). The number of claimants or parties claiming or entitled to compensation is irrelevant.

The cause is deemed to be the same if the several losses can, for example, be attributed to the same defect or flaw of a product or material (error in development, construction, production, instruction, or presentation) or to

the same act or omission (such as the violation of a duty of care, or an error).

E7 Environmental impairment

The lasting disturbance of the state of air, water, groundwater, soil, flora and fauna caused by any influence; as well as any situation defined by the applicable law as environmental impairment.

E8 USA/Canada

All states, federal territories and provinces belonging to the United States of America or Canada, as well as all other territories that fall under the jurisdiction of these countries.

E9 Financial loss

Monetary loss that is not the result of any bodily injury or property damage suffered by the injured party.

E10 Insureds

The following natural persons or legal entities are insureds:

E10.1 Policyholder

Natural person or legal entity, partnership, corporation or institution named as the "policyholder" in the policy. If the policyholder is a partnership or jointly liable community, the partners or jointly liable members are treated in the same way as the policyholder with regard to all rights and obligations.

Entities that are named as "co-insured enterprises" in the policy – for instance subsidiaries – are also deemed to be "policyholders."

E10.2 The policyholder's representatives

The policyholder's current and former representatives, and persons entrusted with managing or supervising the company.

E10.3 Employees and auxiliaries

The current and former employees and other auxiliaries of the policyholder in connection with their activities for the insured enterprise. Persons pursuant to B1.3 are not included under this definition.

E10.4 Third parties as the owners of real property

The owners of real property, if the policyholder owns only the building but not the land (building lease).

E10.5 Co-insured enterprises

Other "co-insured enterprises" named in the policy, including the corresponding persons pursuant to E10.2 to E10.4.

E10.6 Persons loaned or hired

Current and former staff loaned or hired by the policyholder who work or have worked for the policyholder (lease of labor or services).

Persons loaned or hired out by the insured to a third party are not insured parties (lease of labor or services) within the scope of their activities for the third party.

E11 Insured risk

The following risks are insured:

E11.1 Operational, occupational and product risks

Risks from the type of operation or occupation as described in the policy, as well as the activities, services, and products that are normally associated with it.

E11.2 Premises risk

Risks arising from the ownership or possession of – e.g. renting, usufructuary lease – real property, buildings, premises and facilities.

E11.3 Incidental risks

Risks arising from:

- participation in trade fairs;
- organizing, preparing and holding company, sports and leisure events;
- auxiliary operations, e.g. workshops for maintaining machines and vehicles used by the enterprise;
- canteens, company firefighters, pension funds, company associations;
- railway sidings;
- the use by an insured of bicycles and motor vehicles with weak motorization or low speeds as defined by the Swiss Motor Insurance Ordinance (e.g. pedal electric bicycles with motor assistance up to a maximum of 25 km/h, motor-assisted hand carts). **Journeys** to and from work are excluded.

E11.4 Environmental risk

Risks to the environment arising from premises, operational, occupational and product risks.

E12 Insurance year

The insurance year is defined as the period for which the annual premium is calculated. It begins on the day on which the annual premium is due and ends on the day before the annual premium for the next insurance year is due.

Part F

Data Protection

While preparing and performing the contract, AXA obtains the following information:

- customer information (name, address, date of birth, gender, nationality, bank account details, etc.), stored in electronic customer files;
- application information (on the risk to be insured, answers to the questions in the application, reports by experts, information on claims experience from the previous insurer, etc.), stored in the policy files;
- contract information (contract term, insured risks and indemnities, etc.), stored in contract administration systems such as physical policy files and electronic risk databases;
- payment information (dates of premium payments, amounts owed, reminders, credit balances, etc.), stored in debt collection databases;
- claims information, if applicable (claim notifications, investigation reports, invoices, etc.), stored in physical claims files and electronic claims application systems.

This information is needed in order to investigate and assess the risk, manage the contract, collect the premiums on time and handle the matter correctly in the event of a claim. The information must be stored for at least ten years after the contract ends; claims data must be stored for at least ten years after the claim has been settled. AXA undertakes to treat the information obtained as confidential.

AXA is authorized to obtain and process the data necessary for managing the contract and handling claims. If necessary, the data may be exchanged with third parties involved in the contract, such as reinsurers and other participating insurers, pledge holders, authorities, lawyers and external experts. Information may also be passed on to other liable third parties and their liability insurers for the purpose of enforcing recourse claims. AXA is authorized to inform third parties (e.g. the relevant authorities) to whom insurance coverage has been confirmed if the insurance is suspended, amended or terminated.

Information may also be passed on for the purpose of uncovering or preventing insurance fraud.

AXA has the right to request relevant data from external providers in order to assess the creditworthiness of the client.

In connection with an insured event, medical staff providing treatment must be released from their non-disclosure obligations toward AXA.

In connection with a claim, AXA is also authorized to obtain relevant information from and inspect the files of other insurers, authorities (the police or investigating authorities, motor vehicle inspection offices, or similar offices), as well as from motor vehicle manufacturers and other third parties. If necessary, the eligible claimant must authorize the offices mentioned above to disclose the relevant information as needed. Reference is made in this regard to Article 39 of the Federal Act on Insurance Contracts (ICA).

To simplify administrative procedures, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to the following data:

- master data;
- basic contract data;
- claims summaries;
- customer profiles

This data is also used for marketing purposes; advertisements may be sent to the policyholder. Policyholders who do not wish to receive advertisements can give notice of this by telephoning 0800 809 809 (AXA 24-hour telephone).

Mutual access to health data is excluded.

Need to file a claim? /

It's easy and fast – notify us of your claim online at:

www.axa.ch/report-claim

AXA Winterthur
General-Guisan-Strasse 40
P.O. Box 357
8401 Winterthur
24-hour phone:
0800 809 809
AXA Insurance Ltd

www.axa.ch
www.myaxa.ch (client portal)



redefining / standards

