

General Insurance Conditions (GIC)

Moving insurance /

Version 11.2016

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Key points at a glance.

This overview informs you about the material content of the insurance contract, in accordance with Art. 3 of the Federal Act on Insurance Contracts (ICA). The contracting parties' rights and obligations come into being on conclusion of the insurance contract, in particular on the basis of the mail confirming the contract, the General Insurance Conditions, and the statutory provisions.

Who is the insurance carrier?

The insurance carrier is AXA Insurance Ltd, General-Guisan-Strasse 40, 8401 Winterthur (hereinafter referred to as "AXA"), a stock corporation domiciled in Winterthur and a subsidiary of the AXA Group.

Who is the intermediary?

The intermediary for the insurance product is Wincasa AG, Grüzfeldstrasse 41, P.O. Box, 8401 Winterthur (hereinafter referred to as "Wincasa").

Intermediary's obligation to provide information in accordance with Art. 45 of the Insurance Supervision Act (ISA)

AXA has concluded a cooperation agreement with Wincasa. It compensates Wincasa for its referral activity. AXA is liable for any errors, negligence and incorrect information in connection with this insurance. AXA receives the data required to conclude this insurance; it owns the data set and communicates about its precise use. Arrangements or assurances by Wincasa are binding on AXA only if AXA confirms them in writing.

Who is the policyholder?

The policyholder is the natural person resident in Switzerland who has taken out moving insurance via Wincasa.

What is insured?

The insurance covers the household effects of the policyholder being moved to a new home as well as those of persons living with him in the same household both before and after the move (GIC A2).

What risks and losses can be insured?

Destruction and damage to the household effects being moved are covered (GIC A3).

What coverage does AXA provide?

The insured household effects being moved are covered at new-for-old value up to a maximum of the agreed amount of insurance. All loss events that occur during the insurance term are covered.

This GIC describes the precise scope of coverage and the exclusions.

Where is the insurance valid?

The insurance is valid for moves within Switzerland including the Principality of Liechtenstein. It also applies to moves to Switzerland from neighboring countries (GIC A4).

How high is the premium and when is it due?

The premium must be paid to Wincasa for the entire term on taking out the insurance (GIC B3).

What are the policyholder's main obligations?

The policyholder must:

- ensure that the insured property is maintained and recovered, that any damage is minimized, and follow AXA's instructions
- inform AXA immediately when the damage occurs
- in a case of damage, keep the damaged object.

When does the insurance begin and end?

The insurance begins 30 days before the start of the new rental agreement, at the earliest one day after the date this insurance contract was taken out, and ends 30 days after the start of the rental. It ends automatically on expiry of the term and cannot be extended (GIC B2).

Special information for the Principality of Liechtenstein

The applicant is bound by the application to conclude an insurance contract for a period of two weeks after submitting or sending the application. This period is extended to four weeks if a medical examination is required.

If AXA is in breach of the information obligation pursuant to the Liechtenstein Law on Insurance Contracts and the Liechtenstein Insurance Supervision Act, the policyholder has the right to withdraw during a four-week period from receipt of the policy.

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

What data does AXA use and how?

AXA processes the information at its disposal under this contract (customer data and any claims data). It uses this data for the processing of claims and for statistical purposes. The data is kept electronically in accordance with statutory time limits. Subject to compliance with the statutory confidentiality obligations and the provisions of the Federal Data Protection Act (DPA), AXA may pass on the information to third parties participating in the management of the contract and/or claim.

To simplify administrative procedures, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to master data and basic contract data, claims summaries and customer profiles.

AXA also makes use of this data for marketing purposes with the agreement of Wincasa. Advertising material 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).

General Insurance Conditions (GIC)

Part A

Scope of the insurance contract

A1 Who is the policyholder?

The policyholder is the natural person resident in Switzerland who has taken out moving insurance via Wincasa.

A2 Insured property

The insurance covers the household effects of the policyholder being moved to a new home as well as those of persons living with him in the same household both before and after the move.

The insurance does not cover:

- motor vehicles, motor-assisted bicycles, trailers, caravans, mobile homes, and the accessories belonging to any of these
- boats that need compulsory liability insurance coverage as well as boats that are not taken home after they have been used, and the accessories belonging to any of these
- aircraft that must be registered with the aircraft register
- monetary assets and jewelry (including pocket watches and wristwatches)

A3 Insured costs

The following risks are insured:

- sudden destruction and damage

The insurance does not cover:

- normal wear and tear, natural alteration, warping, spoiling, soiling
- damage due to missing / inadequate packaging or insufficient securing of the removal goods during transportation
- theft, loss, misplacement
- damage caused by a commissioned moving firm

A4 Territorial validity

The insurance is valid for moves within Switzerland including the Principality of Liechtenstein. It also applies to moves to Switzerland from neighboring countries.

A5 Coverage

The insured household effects being transported are covered at new-for-old value up to a maximum of the agreed amount of insurance. All loss events that occur during the insurance term are covered.

A6 Deductible

The deductible is CHF 50.00 per loss event. The deductible will be subtracted from the damage calculation.

A7 General exclusions

In the case of warlike events, violations of neutrality, revolution, rebellion, uprising, terrorism, civil commotion – i.e. violent acts committed against persons or property in connection with unlawful assembly, riot or tumult – and any measures aimed at containing such, as well as in the case of earthquakes, volcanic eruptions or changes in the structure of atoms, AXA is liable only if the policyholder proves that the loss/damage has no connection to these events.

A8 Principality of Liechtenstein

If the policyholder is resident in the Principality of Liechtenstein, references to provisions of Swiss law in the insurance contract documentation shall relate to the corresponding provisions of Liechtenstein law.

A9 Definition of terms

Monetary assets include:

- cash, credit and store cards, non-personal transportation tickets, subscriptions, traveler's checks and vouchers, securities, savings books, precious metals (held in storage, in the form of bullion or merchandise), coins and medals; unset, cut precious stones, and pearls.

Part B

General Conditions of the Insurance Contract

B1 Termination of the contract

The insurance can be taken out online at <https://www.mywincasa.ch/#!/localServices/furnitureInTransit/>

B2 Contract term

The insurance begins 30 days before the start of the new rental agreement, at the earliest one day after the date this insurance contract was taken out, and ends 30 days after the start of the rental. It ends automatically on expiry of the term and cannot be extended.

B3 Premium

The premium must be paid to Wincasa for the entire term on taking out the insurance.

B4 Applicable law

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

B5 Place of jurisdiction

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

Part C

Claims

C1 Coverage

Compensation is calculated on the basis of new-for-old value. This is the cost of the purchase – purchase price incl. all taxes – of an identical, new item at the time of the loss event. In the case of partial loss, repair costs are reimbursed but only up to the replacement value of the item.

The maximum amount of compensation is the agreed amount of insurance.

C2 Due diligence and other obligations

The policyholder must inform AXA immediately if a loss event occurs. The following contact options are available:

- 24-hour phone: 0800 809 809
- www.axa.ch/report-claim

In addition, the insured property must be maintained and recovered, and any damage minimized. Any instructions from AXA in this connection must also be followed.

C3 Reduced compensation

The policyholder must exercise due diligence and take measures as required by the circumstances to protect the insured property.

In the case of culpable violations of statutory or contractual rules or obligations by the policyholder, compensation can be reduced or canceled altogether. If the policyholder proves that his conduct did not influence the damage, compensation is not reduced.

C4 Date of compensation payment

The compensation is due 30 days after the date on which all the information necessary for establishing the obligation to indemnify reaches AXA.

AXA's obligation to pay is suspended for as long as the indemnity amount cannot be established or paid due to the conduct of the policyholder or insured person.

No payment is due for as long as

- there is any doubt about the policyholder's entitlement to payment;
- police or criminal investigations into the loss are under way and proceedings against the policyholder have not been concluded.

Need to file a claim? /

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

www.axa.ch/report-claim

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PO. Box 357
8401 Winterthur
24-hour phone:
0800 809 809
AXA Insurance Ltd

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



redefining / standards

