

General Insurance Conditions (GIC)

Third-party liability insurance Companies (Aviation) /

Version 03.2017

15734EN - 2017.03 D

redefining / standards



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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 (VVG). The contracting parties' rights and obligations come into being on conclusion of the insurance contract, in particular on the basis of 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 referred to as "AXA"), a stock corporation domiciled in Winterthur and a subsidiary of the AXA Group.

What is insured?

Claims for damages filed against the insured based on statutory liability provisions (B1.1 GIC).

Coverage includes statutory liability for personal injury and property damage (E3 and E4 GIC) arising from

- **Premises risk:** Risks arising from owning or keeping – e.g. renting, leasing – real property, buildings, premises and facilities;
- **Operational and occupational risk:** Risk arising from activities or omissions by the insured and through operational processes at and outside of the workplace;
- **Product risk:** Risks arising from the manufacture, delivery and trading of products;
- **Environmental risk:** Risks to the environment arising from facility, operational, occupational and product risks.

What does the insurance not cover?

In accordance with B4 GIC, claims arising from the following are not insured, among other things:

- loss/damage by the policyholder (B4.1 GIC);
- improper performance of the contract and guarantees (B4.2 GIC);
- liability that goes beyond the scope defined in statutory provisions (B4.3 GIC);
- a statutory insurance obligation that has not been met (B4.4 GIC);
- damage to property being kept or rented (B4.5 GIC). The provisions stipulated in C9 to C14 GIC are reserved;
- 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);
- deliveries of goods to the US or Canada, or work and services performed in the US or Canada (B4.21 GIC).

What coverage does AXA provide?

AXA will pay the amount that the insured must pay to the claimant based on the insured's statutory liability (D1.1 GIC). For insured damage, 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 as defined in the application or the policy – as a single guarantee per insurance year.

How high is the premium and when is it due?

The premium is shown 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

- notify in writing immediately every change in circumstances that is significant for evaluating the risk (A8.1 GIC);
- eliminate, at its own cost, any dangerous condition that may lead to loss or damage (A6.1 GIC);
- immediately report the occurrence of an event that may have consequences for the insurance (D3 GIC);
- ensure that the production, processing, collection, storage, etc. of environmentally hazardous materials complies with statutory and official provisions (C1.3.1 GIC).

The policyholder may not, among other things, carry out 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.

The insurance contract renews automatically by one year at a time unless it is terminated on expiry. 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 is given under "Data Protection" in Part F.

General Insurance Conditions (GIC)

Part A

General Conditions of the Insurance Contract

A1 Scope of the contract

The policy stipulates the insurance coverages which have been agreed. Information about the scope of insurance coverage is provided in the policy, these General Insurance Conditions (GIC), any Supplementary Conditions (SC), and any Special Insurance Conditions (SIC) that may be stipulated.

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 automatically 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 when bankruptcy proceedings begin. Within 30 days after bankruptcy proceedings begin, 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 on the final 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 Due diligence and other obligations

A6.1 Elimination of a hazardous condition

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

A6.2 Breach of obligations and duty to notify

If the policyholder or the insured culpably violates its obligations (e.g. as per C1.3 or D4.2) or fails 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 will not apply** to the extent of this increase.

A6.3 Due diligence and other obligations in case 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 eligible claimant 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 Claim

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 when the contracting parties entered into 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 operating 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

Coverage does not apply to the extent and for as long as amounts due under this contract are barred on account of statutory sanctions relating to business, trade or finance.

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 that are brought against the insured person because of statutory liability provisions in connection with personal injury and property damage.

The insurance covers natural persons, legal entities, partnerships, corporate bodies and institutions – in each case for their operational and professional / 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 claimants.

B1.2 Insured locations

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

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

B1.3 Involvement of third parties

The insurance also covers claims brought against the policyholder for damage caused by independent contractors or workers (e.g. subcontractors) used by the policyholder.

The insurance does not cover the personal liability of these independent contractors and workers.

B1.4 Staff loaned or hired out

The insurance covers claims against the policyholder due to damage caused by persons loaned or hired out by the policyholder to a third party (lease of labor or services) within the scope of their activities for the third party.

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

B2 Validity period

B2.1 Date the damage occurred

The insurance covers claims arising from damage that occurs during the contract term.

If the date of the damage cannot be established with certainty, the date on which it was first established counts as the definitive date, irrespective of by whom.

B2.2 Serial loss

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

B2.3 Date of occurrence for loss prevention costs

Lost prevention costs are defined as having been incurred on the date on which it is first established that damage is imminent.

B2.4 Pre-existing conditions insurance

Claims arising from damage or serial loss that occurs before the contract begins for the first time are insured only if the policyholder can plausibly show that, at the time that the contract was signed, he was unaware of the actions or omissions or defects or errors of goods produced or delivered that could substantiate his 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 damage or serial loss, AXA's obligation is limited to the amount of insurance or sublimit that exceeds the amount for which the previous insurer is liable (coverage of difference in limits).

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

B2.6 Deadline for filing a claim

Claims arising from damage or serial loss that occurred 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 serial loss, the first instance of loss or damage in the series is definitive for the notification.

B2.7 Insurance of subsequent risk

B2.7.1 If the policy is canceled because the insured company is terminated – with the exception of bankruptcy – or because the policyholder dies, claims are covered that arise from damage that was caused before the end of the contract but only occurs after the contract has ended. Damage that occurs during the term of insurance of subsequent risks and that does not fall under serial loss is deemed to have occurred on the day on which the contract ends.

B2.7.2 If insured persons leave the group of insured: If, prior to leaving the group of insured, insured persons cause damage by actions or omissions in accordance with E10.2, E10.3 and E10.6, 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 insurance of subsequent risk.

In contrast, the personal liability coverage of the insured persons who leave the group of insured in accordance with E10.2, E10.3 and E10.6 continues even after a policy cancellation.

- B2.7.3 In the following cases, damage that occurs up to the end of the policy is also covered:
- If insured companies or parts of companies 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 also continues for these losses for the term of the insurance of subsequent risk.

B3 Territorial validity

The insurance covers claims arising from damage that occurs throughout the globe. For damage that occurs in the USA/Canada, the provisions under B4.21 are reserved.

B4 General exclusions

B4.1 Own damage

The insurance does not cover claims:

- arising from damage affecting the policyholder (own damage);
- arising from damage affecting the policyholder's person – for example, compensation for loss of upkeep;
- arising from damage to persons who share the household of the liable insured.

B4.2 Business risk

Claims relating to contract performance or to substituted performance because of non-performance or incorrect performance are not covered, namely

- due to damage and defects in 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;
- from loss of assets or earnings as a result of such damage or defects.

This exclusion also extends to non-contractual claims if such claims compete with or substitute the contractual claims that are excluded.

B4.3 Contractually assumed liability

Claims that are brought on the basis of a contractually assumed liability that goes beyond the legal provisions are not covered;

B4.4 Non-performance of an insurance obligation

Claims relating to damage that would have had to be covered under another policy because of a statutory or contractual insurance obligation are not covered;

B4.5 Damage to property while in custody

There is no coverage for claims arising from damage to property 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 Active contributory damage

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;

The definition of activity 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 parts bordering the immovable property 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 acceptance

Claims are not covered for:

- damage that should in all probability have been anticipated by the policyholder, his/her representatives or the persons entrusted with the management or supervision of the business;
- or whose risk of occurrence was accepted 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 deposited in systems to store, prepare, forward or eliminate waste, waste water or materials for recycling. This exclusion does not apply to claims arising from damage to sewage treatment and preparation facilities.

B4.11 Felonies and major offenses

Claims arising from a perpetrator's liability for damage caused in connection with a premeditated felony or major offense or an attempt at such are not covered.

B4.12 Compensation of a punitive nature

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

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| <p>B4.13 Electromagnetic fields Claims in connection with the effects of electromagnetic fields are not covered.</p> | <p>B4.21.2 to the installation, construction, service/maintenance work or the planning, supervision or management of such activities in these countries;</p> |
| <p>B4.14 Ionizing radiation Claims in connection with the effects of ionizing radiation are not covered.</p> | <p>B4.21.3 to services provided and work carried out for projects or clients in these countries;</p> |
| <p>B4.15 Nuclear damage Claims in connection with the effects of nuclear damage pursuant to the Swiss Nuclear Energy Liability legislation and the associated costs are not covered.</p> | <p>B4.21.4 environmental harm;</p> |
| <p>B4.16 Asbestos Claims in connection with asbestos are not covered.</p> | <p>B4.21.5 the following products:</p> <ul style="list-style-type: none"> ■ 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 start-aids; |
| <p>B4.17 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).</p> | <p>B4.21.6 the transfer and spread of diseases and epidemics (e.g. AIDS) or viruses (e.g. HIV);</p> <p>B4.21.7 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 by-products.</p> |
| <p>B4.18 Intangible goods 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. Handing over items containing integrated software does not fall under the provision of software.</p> | <p>B4.22 War and civil war Claims in connection with war and civil war are not covered.</p> |
| <p>B4.19 BSE, TSE, Creutzfeldt-Jakob disease There is no coverage of claims arising from damage in connection with</p> <ul style="list-style-type: none"> ■ BSE (bovine spongiform encephalopathy); ■ TSE (transmissible spongiform encephalopathy); ■ Creutzfeldt-Jakob disease; ■ other brain diseases caused by modified prions. | |
| <p>B4.20 Foreign employer's liability There is no coverage of claims brought against the policyholder in his capacity as employer due to foreign liability norms – e.g. employer's liability, employment practices liability, worker's compensation and occupational diseases.</p> | |
| <p>B4.21 USA/Canada There is no coverage of claims for damage that occurs in the USA or Canada in connection with</p> <p>B4.21.1 direct or indirect deliveries of goods to these countries. This exclusion does not apply</p> <ul style="list-style-type: none"> ■ if the policyholder can plausibly show he 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; | |

Part C

Scope of Insurance – Special Provisions

C1 Environmental harm

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 harm 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 harm 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 this case, 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 similar 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 There is no coverage for 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 (in part) 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, route, or eliminate waste, waste water, or recycling materials. This exclusion does not apply to the organization's own facilities used for the composting or short-term storage of waste and the organization'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 and official provisions.

- 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, statutory and official regulations.
- C1.3.3 The insured must ensure that official 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 personal injury or property damage is imminent because of a single 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 faulty products. In the case of environmental harm that has occurred or is about to occur due to an event as defined in C1.1.1 or C1.1.2, the cost 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 as 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 recalls – 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

- subproducts and end products the insured produced, delivered, or processed, and whose ownership has been transferred to a third party;
- products of third parties containing faulty subproducts 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 personal injury and property damage.

C4 Personal liability during business travel

During business trips and stays for business purposes, the insured person's liability for personal 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 of the registered user 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 publicly accessible premises of the organization 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 other motor vehicle liability insurer that must, in principle, pay benefits for the same damage (difference in conditions coverage).
- C5.1.2 The minimum amounts of insurance prescribed by Swiss traffic law 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 journeys that they were not permitted to take;
 - persons who were responsible for these vehicle users;
 - persons on whose instruction or in whose knowledge such journeys 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 traffic law:
- Claims of the registered user arising from property damage caused by persons for whom the registered user is responsible under this legislation;
 - Claims arising from property damage by the registered user's spouse or registered partner, relatives in ascending and descending line, or siblings sharing the same household;
 - Claims arising from damage to the vehicle and trailer being used as well as for damage to the property being transported with these vehicles. Damage to items that the claimant transports with him, e.g. luggage and the like, is excluded;
 - Claims arising from accidents during races.

C5.2 Motorcycles

- C5.2.1 The insurance covers the liability for the use of motorcycles requiring insurance – including electric motor bikes, motorized wheelchairs and electric scooters – provided that such journeys are for the insured organization. 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 insurance of legally prescribed liability insurance (difference coverage).
- C5.2.3 The restrictions in accordance with C5.1.3 and C5.1.4 apply by extension.
The provisions of Swiss traffic law apply in all other respects provided their use is prescribed.

C5.3 Watercraft

The insurance covers the liability of the registered user 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 organization. **Journeys to and from work are excluded.**

C5.4 Aircraft

The insurance covers the liability of the registered user 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 a guarantee, provided that such aircraft are used for the insured organization.

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), as well as through 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 damage that is attributable to real property, buildings, premises, and facilities in Switzerland and the Principality of Liechtenstein regardless of whether or not they are used by the insured organization.

C7.2 Co-ownership or condominium property

In addition, the following applies to real property, 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 damage the cause of which lies in real property and building parts – including related installations and facilities – and to which the policyholder has a special right.

C7.2.2 There is no insurance coverage

- for claims brought by the community of owners as a result of damage to shared building parts – including associated facilities and installations – and real property for the part of the damage corresponding to the policyholder's share of the property;
- for claims brought by another co-owner as a result of damage to shared building parts – including associated facilities and installations – and real property for the part of the damage corresponding to the other co-owners' share of the property.

C7.3 Joint ownership

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

There is no coverage for claims for damage by the joint owners.

C7.4 Difference coverage

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 other insurance that must, in principle, pay benefits for the same damage – for example, separate building liability insurance that the condominium owners association has purchased.

C8 Builder's 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 personal 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 (builder-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 properties that form 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 undercrossing a neighboring structure;

C8.2.5 that is built onto 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 that involves plans for drilling into the ground (e.g. for heat probes, pile foundations).

Similarly, there is no coverage for claims

C8.2.10 that affect the construction project itself or the involved site;

C8.2.11 in connection with the reduced flow or drying-up of sources.

C8.3 Difference coverage

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 other insurance that must, in principle, pay benefits for the same damage – for example, builder's liability insurance.

C9 Premises, buildings and real property 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 damage:

- 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 hangars, aircraft shelter, caves, 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 for the accommodation of 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: from wear and tear, to 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 coverage

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 other insurance that must, in principle, pay benefits for the same damage – 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 B 4.5 and B 4.6, 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, mobile systems used in operations, mobile and stationary PCs, network servers, mainframes, cables, software and data.

C10.3 Difference coverage

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 other insurance that must, in principle, pay benefits for the same damage – for example, property insurance.

C11 Stored property

C11.1 Scope of coverage

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

C11.2 Exclusions supplementary to B4

The insurance does not cover:

- claims arising from damage to property an insured accepts 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;
 - claims arising from damage to animals.
-

C11.3 Difference coverage

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 other insurance that must, in principle, pay benefits for the same damage – 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 damage to 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 on 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 Obligations

The insured must inform the principal immediately if keys or badges are lost. Failure by the insured to meet these obligations 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, damage or loss of customer files that an insured has accepted for analysis, calculation, evaluation, or a similar purpose.

C14.2 Difference coverage

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 other insurance that must, in principle, pay benefits for the same damage – for example, property insurance.

C15 Financial loss arising from data privacy violations

C15.1 Scope of coverage

Supplementary to B1.1, the insurance covers the liability of the insured for financial loss arising from data privacy violations while performing 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 processing, correcting, destroying or inspecting data;
- claims arising from garbled, inaccurate or wrong transmission of notices or information;
- claims arising from damage due to felonies and major offenses committed intentionally.

C15.3 Deductible

The insured is liable for the agreed deductible per event for personal 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 using such an agreement if the insured is unable or unwilling to assert it – for example, due to business policy aspects.

C17 Extension of the limitation period

If an insured extends the statutory limitation period vis-à-vis his clients in a purchase or work agreement in connection with the delivery of products, AXA will waive 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.

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 for 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. compensatory interest, costs relating to loss minimization, expert opinions, attorneys, court, mediation, loss prevention; and other costs such as counterparty's legal expenses – are limited to the amount of insurance stipulated in the policy. For individually coinsured risks, a sublimit may apply (limited amount within the amount of insurance), as stipulated in the policy.

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 indemnity 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 single guarantee per insurance year, i.e. it is paid once at most for all claims arising from damage and costs incurred in the same insurance year.

D1.3.3 Benefits are calculated based on the contractual provisions that were in effect when the damage 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. fees for attorneys, courts, and 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 that are or resemble penalties – e.g. fines, bail and other deposits.

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.

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 damage – for example, property insurance (difference coverage).

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 affect the insurance, the policyholder must inform AXA without delay.

The notification requirement applies also if the police is investigating an insured person because of such an event.

The policyholder must hand over to AXA or make AXA aware of, immediately and at their 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 his 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 counterparty's legal expenses awarded to the insured must be passed on to AXA in the amount of their benefits. Indemnification for personal efforts and out-of-pocket expenses of the insured are excluded.

D4.2 Obligations of the insured

The insured may not, without AXA's authorization, carry out any direct negotiations with the claimant, recognize 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 circumstances and damage 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 expenditure on the immediate prevention or mitigation of potential reputational damage. 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 ground 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 Personal injury

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

E4 Property damage

Destruction, damage or loss of movable and immovable property – including any resulting loss of assets and earnings of the injured party.
Death, injury, other damage to health, or the loss of animals is deemed to be property damage.
Functional but immaterial impairment of property does not constitute property damage.

E5 Loss prevention costs

Costs incurred as a result of loss prevention measures. Loss prevention measures include any reasonable immediate measures taken to avoid the occurrence of an imminent insured event.
However, costs incurred in connection with recalling or taking back items, together with the necessary preparatory work associated with these activities, as well as the costs of measures taken instead of recalling a product or taking back items, do not fall under loss prevention costs (product recall).

E6 Serial loss

The total of all claims arising from all damage and loss prevention costs from the same cause constitute a single 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 several instances of damage can, for example, be attributed to the same fault or defect of a product or material (error in development, construction, production, instruction, or presentation) or to the same action or omission (violation of due diligence obligations or errors).

E7 Environmental harm

Any lasting harm to the natural state of air, water, groundwater, soil, flora and fauna from an effect or a situation that applicable law defines as environmental damage.

E8 USA/Canada

All states, 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

Loss measurable in monetary terms that is unrelated to any personal injury or property damage suffered by the injured party.

E10 The insured

The following natural persons or legal entities are insured:

E10.1 Policyholder

Natural person or legal entity, partnership, corporation, or institution defined 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.
Similarly, all operations (e.g. subsidiaries) that are "also covered," as defined in the policy, 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 company. Persons in accordance with 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 rights).

E10.5 Companies also covered

Other operations "also covered" in the policy, including the group of persons in accordance with 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 owning or keeping – e.g. renting, leasing – 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 in the organization;
- 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 facility, 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 executing the contract, AXA becomes aware of the following:

- 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 available (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 the claim. 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, the doctors, psychotherapists, physiotherapists and chiropractors 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. This is based on 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
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8401 Winterthur
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www.myaxa.ch (client portal)



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