



General Insurance Conditions (GIC)

Construction Insurance

Version 10.2021

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Key Points at a Glance

This overview provides you with information about the key content of the insurance contract in accordance with Article 3 of the Federal Act on Insurance Contracts (ICA). The rights and obligations of the contracting parties arise on conclusion of the insurance contract, in particular on the basis of the application, the policy, the 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 with registered office in Winterthur and a subsidiary of the AXA Group.

What is insured?

Contract works insurance

The insurance covers construction and erection work and the costs incurred in the event of a claim for cleanup, locating the source of the damage, or for demolition and reconstruction. Coverage for various property and costs may be included in addition.

This is property and casualty insurance pursuant to the Insurance Contract Act.

Construction owner's liability insurance

The insurance covers statutory liability arising from the construction project detailed in the quote or policy as the result of bodily injury and property damage. Other special risks may be insured in addition.

This is property and casualty insurance pursuant to the Insurance Contract Act.

What is not covered?

Contract works insurance

- loss or damage due to normal weather conditions
- costs of remedying deficiencies
- costs of remedying cosmetic defects
- contractual penalties
- failure to meet deadlines
- loss or damage that is required to be covered by the liability insurer of a party involved in the construction of the structure
- loss or damage that must or would have to be covered by a cantonal or private fire and natural hazard insurance provider of a party involved in the construction of the construction project
- loss or damage and claims in connection with asbestos or contaminated sites

Construction owner's liability insurance

- own loss as well as the construction project itself
- claims brought on the basis of liability assumed under a contract that goes beyond the scope of liability imposed by law: claims due to a failure to comply with a statutory or contractual obligation to take out insurance
- loss or damage due to gradual effects
- damage to property worked on
- loss or damage that ought to have been expected as highly likely to occur
- loss or damage due to cost savings
- loss or damage and claims in connection with asbestos or contaminated sites

What indemnity does AXA provide?

Contract works insurance

If insured construction and erection work is damaged, destroyed or stolen, the insurance will cover the costs incurred to restore the work to the condition it was in immediately prior to the loss event, to a maximum of up to the amount of the sum insured.

Construction owner's liability insurance

AXA indemnifies justified claims arising from bodily injury and property damage, and defends against unjustified claims arising from such claims.

The sum insured applies to all claims arising from loss or damage and costs incurred during the entire term of the contract, including any post policy coverage. The amount is available twice at the most (double aggregate).

How much is the premium and when is it due?

The premium is a single premium. The premium is due in advance for the entire period of construction.

What are the policyholder's main obligations?

The insureds must comply with the following obligations:

- obtain and examine information about the exact location of underground pipes
- if any neighboring structures are to be underpinned or undercrossed, prepare a condition report prior to commencing construction
- eliminate, at the policyholder's own expense, any dangerous condition that could result in a claim
- for high-risk construction projects, consult an engineer or a geotechnician and prepare a geotechnical/geological report
- for rock excavation (using a hydraulic hammer, for example), take vibration measurements of driven or vibrated excavation supports/pile foundations
- observe special requirements for high-risk construction projects
- immediately report in writing or in another form of text (e-mail, for example) any change in circumstances that is relevant for the purpose of evaluating risk
- provide notice immediately of the occurrence of any event that could affect the insurance
- ensure that the production, processing, collection, storage, etc. of environmentally hazardous substances complies with statutory provisions and government regulations
- always immediately deliver to or bring to the attention of AXA all information, correspondence, data, documentation, evidence, as well as official and court documents that relate to a loss event

Among other things, insureds may not carry out any direct negotiations with the injured party, acknowledge any claims, reach any settlement, pay any compensation or assign any claims arising from the insurance.

Any special obligations that may apply are defined separately in the individual contract conditions of the policy.

When does the notice of claim need to be filed?

If an event occurs whose consequences are likely to affect the insurance, insureds must notify AXA immediately. This duty to notify also applies if police investigations are initiated because of such an event.

When does the insurance begin and end?

The insurance begins on the date specified in the policy. AXA may reject the application up until the date on which it issues the policy or a definitive cover note. The insurance is valid for the period specified in the policy.

The insurance ends separately and without notice for each independent unit or each lot on the date on which these are deemed to be accepted in accordance with the law or the SIA standards, but by no later than by the date of commissioning.

In every case, insurance coverage ends on the date agreed in the policy.

What loss or damage is insured in terms of time?

Contract works insurance

The insurance covers loss or damage that occurs during the term of the contract.

Construction owner's liability insurance

The insurance covers claims arising from property damage that occur or are asserted during the term of the contract or within ten years of the end of the term of the contract. The insurance covers claims arising from bodily injury that are asserted within the statutory limitation periods.

How to exercise the right of withdrawal

The policyholder may withdraw from the contract with AXA within 14 days of their acceptance. This deadline will be met if the withdrawal is communicated to AXA in writing or in another form of text (e-mail, for example).

As a consequence of withdrawal, any payments already received must be paid back.

Special information for the Principality of Liechtenstein

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

If AXA breaches the duty to provide information pursuant to the Liechtenstein Insurance Contract Act or the Liechtenstein Insurance Supervision Act, the policyholder will have the right to withdraw from the contract within four weeks of receipt of the policy. The responsible supervisory authority is the Swiss Financial Market Supervisory Authority FINMA, 3000 Bern.

What definitions apply?

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

What data does AXA use and how?

AXA uses data in compliance with the applicable statutory provisions. More information may be found at [AXA.ch/data-protection](https://www.axa.ch/data-protection).

General Insurance Conditions (GIC)

Part A

General Conditions of the Insurance Contract

A1 Scope of the contract

The policy specifies what insurance has been taken out. The policy, these General Insurance Conditions (GIC), any Supplementary Conditions (SC), and any Special Insurance Conditions (SIC) that may apply provide information about the scope of the insurance.

A2 Term of the contract

A2.1 Beginning of the contract

The insurance contract begins on the date specified in the policy. It is concluded for the term specified in the policy. Any provisional insurance coverage that may be in place ends once the policy is issued. AXA may reject the application. Any provisional insurance coverage that may be in place ends three days following receipt of the notification of such rejection by the applicant. In this case, the applicant will owe the pro-rata premium for the period of coverage.

A2.2 End of the contract

The insurance ends separately and without notice for each independent unit or each lot (such as a single-family dwelling, garage or housing unit within a multi-family dwelling, segment of a civil engineering work) on the date on which all construction work for the unit or lot concerned is deemed to be accepted in accordance with the law or the applicable SIA standards, but by no later than the date of commissioning. Independent units and lots that are deemed to be accepted in accordance with the law or the applicable SIA standards or have already been commissioned, may be insured under the supplementary insurance for "Existing buildings and property at risk." In every case, the term of the contract ends on the date specified in the policy.

A2.3 Bankruptcy of the policyholder

If bankruptcy proceedings are initiated against the policyholder, the contract will remain in place and the bankruptcy administrator is required to comply with it.

A2.4 Change to term of the contract

Any change to the term of the insurance requires a separate agreement.

A3 Termination of the contract

A3.1 Termination in the event of a claim

After a claim for which AXA provides indemnity, the contract may be terminated as follows:

- By the policyholder, no later than 14 days after they become aware of the payment of the indemnity. The insurance coverage ends 30 days following receipt by AXA of the notice of termination.

- By AXA, no later than the date of payment of the indemnity. The insurance coverage ends 30 days following receipt by the policyholder of the notice of termination.

A3.2 Termination in the event of an increase or decrease in risk

A6.2 applies.

A4 Premiums

A4.1 Premium amount and due date

The premium specified in the policy is due on the first day of the period of insurance for the entire period of construction. The due date for the premium is specified in the invoice. In the case of payment in installments, the installments are deemed to be deferred. AXA may add a surcharge to each installment. The premium is calculated on the basis of the information in the insurance application.

A4.2 Premium statement

On completion of the insured construction and erection work, the premium statement is calculated on the basis of the final construction costs. If the difference in premium is less than CHF 100.–, both parties waive a final invoice.

A5 Duty of care and other obligations

A5.1 Location of underground pipes and cables

Prior to commencing any excavation work (such as earthmoving, digging, pile-driving, drilling or compacting), the plans at the relevant authorities must be inspected and information about the exact location of underground pipes and cables must be obtained.

A5.2 Condition report in the event of underpinning

In the event of any undercrossing or underpinning of neighboring structures, a condition report must be prepared on any structures at risk prior to the commencement of construction.

A5.3 Elimination of a hazardous condition

The insureds are required to eliminate, at their own expense, any hazardous condition that could result in loss or damage. AXA can request that a hazardous condition be eliminated within a reasonable period of time.

A5.4 Consultation with specialists/Preparation of geotechnical report

Where a construction project involves:

- creation of an excavation pit with a depth of greater than four meters
- underpinning or undercrossing an existing property, or

- any lowering of the water table, the construction owner or the policyholder is required to:
- commission an engineer with the necessary qualifications or a geotechnician in writing to plan and oversee this work and
- have a geotechnical/geological report on the property prepared.

A5.5 Vibration measurements

Vibration measurements must be taken for rock excavation (using a hydraulic hammer, for example), driven or vibrated excavation supports/pile foundations, and the results provided immediately to the parties involved in the construction project.

A6 Duty to provide information

A6.1 Communication with AXA

The policyholder or the insured must address all communications to the responsible branch office or to the registered office of AXA.

A6.2 Increase or decrease in risk

A6.2.1 The policyholder or the insured must immediately notify AXA in writing or in another form of text (e-mail, for example) of any change in circumstances that is material for the assessment of the risk and that the contracting partner discovered when answering the questions in the application.

A6.2.2 If a new risk is introduced that poses a significant increase in danger, the policy will cover this risk as well (contingent insurance) within the scope of the remaining insurance provisions.

A6.2.3 AXA reserves the right, however, to recalculate the premium and revise the conditions for this risk retroactively to the date of its inclusion.

The policyholder may terminate the insurance contract within 30 days in writing or in another form of text (e-mail, for example) if no agreement can be reached on the new premium or the new conditions.

AXA is entitled to the premium corresponding to the risk from date of inception to the date of expiry of the contingent insurance or the insurance contract.

A6.2.4 In addition, AXA reserves the right to do the following within 14 days following receipt of notification with respect to the increase in risk:

- refuse to accept the new risk;
- terminate the contract.

If AXA refuses to accept the new risk or if it terminates the contract, the contingent insurance and the contract will expire 30 days following receipt by the policyholder of the rejection or notice of termination in writing or in another form of text (e-mail, for example). In any case, AXA is entitled to the premium corresponding to the risk from date of inception to the date of expiry of the contingent insurance or the insurance contract.

A6.2.5 In the event of a significant decrease in risk, the policyholder is entitled to terminate the contract in writing or in another form of text (e-mail, for example) by giving a period of notice of four weeks, or to request a reduction in premium.

If the policyholder requests a reduction in premium, AXA will reduce the premium correspondingly from the date on which it receives notification from the policyholder. If the policyholder is not in agreement with the reduction in premium or if AXA rejects a reduction in premium,

the policyholder may terminate the contract in writing or in another form of text (e-mail, for example) within 30 days of receipt of notification of the new premium by giving a period of notice of four weeks.

A6.3 Claims

A6.3.1 If an event occurs whose consequences are likely to affect the insurance, the insureds must notify AXA immediately. This notification requirement applies even if police investigations are initiated against the insured because of such an event.

The insureds must always, and at their own expense, promptly and in an orderly manner provide AXA with, or bring to its attention, all information, correspondence, data, documents, evidence, and any official and court documents such as summonses, rulings, notifications, judgments, etc. relating to the loss event. In addition, the insureds are required to forward to AXA, of their own accord, any additional information about the claim and any steps taken by the injured party or party that caused the loss event.

A6.3.2 In the case that an insured event occurs, the insureds must ensure that the loss or damage is mitigated.

A7 Claim for compensation against third parties

The eligible claimant must assign the claim for compensation to which they are entitled against a liable third party to AXA to the extent that AXA has paid this compensation.

A8 Breach of duty of care, other obligations or duty to notify

If the policyholder or the insured breaches any obligation with which they are required to comply (pursuant to A5, for example) or breaches their duty to notify and provide information (pursuant to A6 or C 11.2, for example), insurance coverage will lapse.

Coverage will not lapse, however, if the policyholder or the insured proves that the breach did not have any effect on the occurrence of the insured event and the scope of the indemnity owed by AXA, or that the breach, under the circumstances, can be regarded as having occurred though no fault of their own.

A9 Principality of Liechtenstein

If the construction site is located in the Principality of Liechtenstein, references to provisions of Swiss law in the insurance contract documents shall be construed as referring to the corresponding provisions of Liechtenstein law.

A10 Applicable law and place of jurisdiction

A10.1 Applicable law

This contract is subject to Swiss law. For contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence if they differ from these General Insurance Conditions (GIC).

A10.2 Place of performance

Compensation paid to insureds or third parties under this contract is to be paid exclusively to the registered office of the policyholder or to the registered office of AXA.

A10.3 Place of jurisdiction

Solely the ordinary Swiss courts have jurisdiction to settle disputes arising out of or in connection with the insurance contract, including actions filed by insureds or third parties for indemnity. If the construction site is located in the Principality of Liechtenstein, the ordinary courts of Liechtenstein have jurisdiction over such disputes.

A11 Sanctions

Insurance coverage does not apply insofar and as long as applicable legal economic, trade or financial sanctions prevent indemnification under the contract.

Part B

Provisions governing Contract Works Insurance

B1 Subject of the insurance

B1.1 Construction and erection work
The insurance covers all construction and erection work in so far as it is included in the sum insured. Unless otherwise agreed, the insurance covers the turnkey structure.

B1.2 Costs of cleanup and locating the source of damage
The insurance covers the costs of cleanup, locating the source of damage, decontamination, recovery, demolition and reconstruction as defined in B8.2.

B1.3 Combined supplementary insurance
Other insured property and costs are insured only by special agreement up to the sum insured in the combined supplementary insurance on first loss agreed in the policy (list is not conclusive):

- scaffolding, excavation supports, sheet piling and formwork, temporary structures, falsework, barracks, containers, hoardings, construction billboards, barriers and emergency roofs
- construction substrate and soil mass, in so far as they are not part of the insured construction work
- existing structures, property at risk and chattels
- construction equipment, tools, machinery and erection equipment
- scratches on surfaces
- claims from delayed or interrupted construction work

B2 Insured risks

B2.1 Construction accidents
The insurance covers damage or destruction (including water damage) caused by construction accidents;

B2.2 Malicious damage
The insurance covers malicious damage (acts of vandalism) to construction and erection work in accordance with B1.1;

B2.3 Theft
The insurance covers the loss of construction and erection work in accordance with B1.1 as a result of:

- burglary and robbery
- theft of property that is already incorporated in and permanently attached to the structure.

Any such loss or damage must be reported to the responsible police immediately;

B2.4 Damage caused by fire and natural hazards
The insurance covers damage to construction and erection work in accordance with B1.1 caused by fire and natural hazards in the case of construction work in cantons with mandatory building insurance to the extent that such damage has not been covered, must be covered or would have to be covered by cantonal or private fire and natural hazards insurers (subsidiary coverage). The insurance does not cover, or only covers by special agreement, damage caused by fire and natural hazards in the case of civil engineering work and in the case of construction work in cantons without mandatory building insurance.

B3 Insured interests

The insurance covers loss or damage for which the following persons are responsible according to the law or applicable SIA standards:

- the construction owner
- the planers or their sub-planers (such as geologists, architects, engineers, project supervisors) or the contractors involved in the construction work or their sub-contractors.

B4 Place of insurance

The insurance covers the construction site detailed in the policy as well as the associated installation and erection sites in the immediate vicinity of the construction project.

B5 Trigger

The insurance covers loss or damage that occurs during the term of the contract.
If the date of the damage cannot be established with certainty, the date on which the damage was first noticed is deemed to be the definitive date, regardless of who notices it.

B6 General exclusions

B6.1 Normal weather conditions
The insurance does not cover loss or damage due to normal weather conditions.
However, the insurance covers the loss or damage due to the weather condition if it occurs as a result of an insured construction accident or the insureds can prove that the loss or damage is attributable to an act of a third party not involved in the construction project.
The insurance also does not cover loss or damage due to extreme weather conditions if the insureds failed to take adequate and reasonable measures beforehand to prevent such loss or damage.

B6.2 Defects
The insurance does not cover the cost of remedying defects.
If a defect results in a construction accident, AXA will pay indemnity subject to a deduction for the costs that would have had to be expended to remedy the defect even if no construction accident had occurred.
Mere leaks or water permeability through concrete or from a gasket are deemed to be defects, unless such leaks or water permeability occurred as a result of a construction accident.
Mere deviations of the excavation pit enclosure from the specified parameter due to inaccurate construction are considered to be defects.
B6.1 remains reserved.

B6.3 Scratches, corrosion or spray paint damage
The insurance does not cover the following damage:

- scratches and stains on surfaces of any kind
- corrosion of facade elements (including windows) in connection with construction work, as a result of grout wash, for example
- spray paint and graffiti damage

B6.4 Cosmetic defects
The insurance does not cover the cost of remedying cosmetic defects even if they are the result of an indemnifiable event.

B6.5 Failure to meet deadlines
The insurance does not cover the consequences of any failure to meet manufacturing, delivery and other contractual deadlines.

B6.6 Contractual penalties
The insurance does not cover any contractual penalties (penalties of any kind).

B6.7 Liability insured loss or damage (advance)
The insurance does not cover loss or damage if these are required to be covered by the liability insurer of one of the parties involved in the building of the structure. Within the scope of the agreements in this policy, AXA will, however, advance the indemnity to be paid by the liability insurer. The eligible claimant must assign their claims for compensation to AXA in the amount of the advance that was paid. If the indemnity paid by the liability insurer is less than the advance, the party covered under the contract works insurance will not be required to repay the difference between the indemnity paid and the amount advanced by AXA.

B6.8 Property insured loss or damage
The insurance does not cover loss or damage if the loss or damage must be covered by another property insurer (separate erection or transportation insurance, for example).

B6.9 Operational damage
The insurance does not cover operational damage to technical installations.

B6.10 Asbestos/Contaminated sites
The insurance does not cover loss or damage and claims in connection with asbestos or contaminated sites.

B6.11 Leakage of water from reservoirs
The insurance does not cover loss or damage in connection with any overflow or leakage from dams or man-made water systems directly connected to the dams. Dams are facilities for the accumulation and storage of water or silt. Structures for the retention of bed load, ice and snow or for the temporary retention of water (retention basins).

B6.12 Data
The insurance does not cover any impairment of data.

B6.13 Warlike events, terrorism, uprising, civil unrest, etc.
The insurance does not cover loss or damage in connection with warlike events, terrorism, violations of neutrality, revolution, rebellion, uprising, civil unrest, i.e. acts of

violence against persons or property in the course any riotous assembly, rioting or violent demonstrations, or any measures taken against such events.

B6.14 Melting permafrost
The insurance does not cover loss or damage in connection with melting permafrost.

B6.15 Earthquakes and volcanic eruptions
The insurance does not cover loss or damage in connection with earthquakes or volcanic interruptions.

B6.16 Nuclear damage
The insurance does not cover damage in connection with changes in the structure of atoms, radioactive contamination and other nuclear damage as defined by Swiss nuclear energy liability legislation.

B7 Sums insured

B7.1 Construction and erection work:
The sum insured must correspond to the total costs of the construction and erection work. If separate erection insurance has been concluded, the sum insured must correspond to the costs of the construction work. The final sum insured is based on the final statement for insured construction and erection work that has been approved by the construction owner. This statement must also include the work performed by the construction owner themselves, the supervision work, and any project and price changes that occurred after the insurance application was signed.

B7.2 Combined supplementary insurance
For the remaining property and costs pursuant to B1.3, the sum insured is agreed to be on a first loss basis (discretionary insured value).

B7.3 Underinsurance:
If, in the event of a claim, the sum insured agreed when the insurance was taken out proves to be lower than the projected construction costs, AXA will indemnify the loss or damage only in the ratio of the agreed sum insured to the projected construction costs. For the remaining property and costs pursuant to B1.3, underinsurance will not apply.

B7.4 Indemnity limit
Indemnity (including costs) payable by AXA is limited, for all risks and supplementary insurance together, by the sums insured specified in the policy. Individual risks included in the insurance or supplementary insurance may be subject to a specified sublimit (limited amount within the sum insured). If the payments (including those in connection with risks or supplementary insurance to which sublimits apply) per event exceed the specified sum insured, the maximum indemnity payable by AXA will be limited to the sum insured (maximum compensation). The sums insured or sublimits apply as a double aggregate per contract term, i.e. they are paid at most twice for all payments incurred during the entire term of the contract, including any post-policy coverage.

B8 Indemnity

The prices agreed in the contract for work and services form the basis for the calculation of compensation.

B8.1 Restoration costs

In the event of loss of, damage to or destruction of insured erection and construction work, AXA covers the costs required to restore the work to the condition it was in immediately prior to the loss event, to a maximum, however, of the final sum insured.

B8.2 Costs of cleanup and localization of damage

B7.1.2 AXA covers the following costs as part of the sums specified in the policy, provided that they relate to a loss event for which compensation is due and restoration is necessary:

- cleanup costs: these are the costs of cleaning up the remains of insured property at the site of the damage, and taking them to the nearest disposal site, as well as the disposal fees
- damage localization costs: these are the costs of locating the source of damage at the site. This does not include costs to identify a defect
- the costs of decontaminating soil and fire extinguishing water (pursuant to orders under public law)
- recovery costs to return insured property to the place in which it was located immediately prior to the loss event
- the costs of demolishing and rebuilding undamaged, insured building parts, even if they were built subsequently and without knowledge of the damage.

B8.3 Combined supplementary insurance

In the event of damage to or destruction of property pursuant to B1.3, AXA covers:

- in the event of a total loss, the present value immediately prior to the loss event. A loss will be deemed to be a total loss if the costs of restoration exceed the present value of the damaged property
- in the event of a partial loss, the costs of restoration, but not exceeding the agreed sum insured on first loss.

B8.4 Loss mitigation costs

The costs of loss mitigation are also reimbursed within the scope of the sums insured. If these costs and the compensation pursuant to B8.1 together exceed the sum insured, indemnity will be limited to the sum insured. AXA does not cover the services of public firefighters, police or others whose duty it is to provide assistance.

B8.5 Limitations

B8.5.1 The insurance does not reimburse additional costs incurred due to a change in the construction method or due to improvements made during the restoration as compared to the condition immediately prior to the loss event.

B8.5.2 The insurance does not reimburse any reduction in value following completion of the restoration or repair.

B8.6 Deduction of added value/remains

Any value added as a result of the repair as well as the value of any remains will be deducted from the loss amount.

B9 Deductible

The amount agreed as a deductible will be subtracted, for each loss event, from the compensation calculated pursuant to B8.

A special deductible set out in the policy or the insurance conditions may apply for individual risks. If multiple coverages with the same deductible are claimed in connection with a single loss event, the policyholder will be required to pay the deductible only once.

If deductibles with different amounts were agreed for these coverages, the policyholder will pay at most the highest of the agreed deductibles.

B10 Expert loss adjustment procedure

B10.1 Both the eligible claimant and AXA may request an immediate assessment of the loss or damage. The loss or damage must be assessed either by the parties themselves, by a mutually agreed expert or through a loss adjustment procedure. Each party may request that a loss adjustment procedure be implemented. The following principles apply to any such a procedure:

B10.1.1 Each party appoints an expert in writing. The two experts appoint an umpire before the loss assessment begins. If one of the parties fails to appoint its expert within 14 days of having been requested in writing to do so, the competent judge will appoint such an expert at the request of the other party. The same judge will appoint the umpire if the experts are unable to agree upon the choice of umpire.

B10.1.2 Any persons who lack the necessary expertise or who are related to one of the parties or are otherwise biased may be rejected as experts. If the reason for rejection is disputed, the responsible judge will render a decision and will, in the event of a justified objection, appoint the expert or the umpire.

B10.1.3 The experts determine the cause, detailed circumstances and amount of loss or damage. They determine:

- the specific cause of the loss or damage or, if this is not possible, the probable cause of the loss or damage
- the amount of the loss or damage
- the present value of the damaged property immediately prior to the loss event
- if a defect led to the construction accident, the costs that would have had to be incurred to remedy the defect even if no construction accident had occurred
- the amount of the additional costs pursuant to B8.5.1
- the value of the remains, taking into account their potential use for repairs or other purposes.

B10.1.4 If the experts do not arrive at the same findings, the umpire decides on the remaining points in dispute within the upper and lower limits of both assessments.

B10.1.5 The assessments that the experts make within the scope of their authority are binding unless one party is able to prove that the assessments deviate significantly from the actual facts. Any statements by the experts relating to issues of law, and particularly issues regarding coverage, are not binding.

B10.1.6 Each party pays the costs of their own expert. Each party bears one half of the costs of the umpire.

Part C

Provisions governing Construction Owner's Liability Insurance

C1 Subject of the insurance

C1.1 Insured liability, insured risk

The insurance covers liability based on statutory liability provisions arising from the construction project as detailed in the policy in the event of

- death, physical injury or any other damage to health (bodily injury), including any pecuniary loss and loss of earnings incurred by the injured party as a result,
- destruction of, damage to or loss of movable and immovable property (property damage), including any pecuniary loss and loss of earnings incurred by the injured party as a result,

provided that the injury or damage has a causal connection with the demolition, construction or alteration of the insured building or with the condition of the land belonging to it, the exercise of the rights of ownership relating to the land, or the fulfillment of maintenance obligations. In this regard, this insurance also covers claims for damages for bodily injury and property damage based on statutory liability provisions due to a breach of information security (including cyber events).

The death or loss of animals, injury to them or any other damage to their health, are deemed to be the same as property damage.

The impairment of a property's functions, without any impairment of the property's physical substance, is not deemed to constitute property damage.

C1.2 Lawful loss or damage/Expropriations

The insurance does not cover, within the scope of the above provisions, any claims brought against public-sector (federal, cantonal or municipal, etc.) construction owners for lawfully imposed loss or damage. Any claims arising as a result of formal and material expropriation are also excluded.

C2 Insureds

C2.1 Construction owner

The insurance covers the statutory liability of the first party ordering in their capacity as construction owner of the construction project specified in the policy as well as the partners or joint owners if the first party ordering is a partnership or a community of joint owners. Consequently, the insurance does not cover claims with respect to planning, construction supervision and execution errors. The insurance includes cover for the employees and other auxiliaries of the construction owner, with the exception of independent contractors and professionals used by the construction owner (such as contractors, architects, engineers, geologists, etc.) in connection with their work for the construction project specified in the policy.

C2.2 Owners

The insurance covers the statutory liability of the the owner of or party with limited rights in rem to the building site belonging to the construction project detailed in

the policy, even if they are not the construction owner. This also applies if the construction owner owns the insured building under construction but not the associated parcel of land (e.g. building lease, owner of the works by virtue of an easement agreement). The insurance includes cover for the employees and other auxiliaries of the owner of or party with limited rights in rem to the building site, with the exception of independent contractors and professionals engaged by them in connection with their work for the construction project detailed in the policy.

C2.3 Use of other properties

The insurance covers the statutory liability of the owner of other properties in the immediate vicinity of the construction project, provided that the properties are used for the construction project.

C3 Special risks

The following are insured only by special agreement (list is not conclusive):

- financial loss, i.e. loss quantifiable in monetary terms that is not the result of any bodily injury or property damage suffered by injured parties
- liability claims of the construction owner arising from planning, construction supervision, construction management, erection or construction work
- liability claims for damage in connection with drilling for geothermal energy use.

C4 Loss prevention costs

C4.1 Scope of coverage

The insurance covers loss prevention costs if the occurrence of insured bodily injury or property damage is imminent due to a single, sudden and unforeseen event. The insurance does not cover measures, such as the repair of defective components, that are taken after a hazard has been averted.

In the event of environmental impairment that has occurred or is imminent due to an event as defined in C6.1.1 or C6.2, the insurance also covers the costs for which the insured is liable that are incurred as a result of measures ordered by the responsible authorities to avert immediate, long-term impairment of the soil or water of a third party.

C4.2 Exclusions in addition to C7

The insurance does not cover

- C4.2.1 loss prevention measures taken within the framework of an activity belonging to the proper performance of the contract, such as remedying defects and damage to goods that have been manufactured or delivered, or to work that has been completed;
- C4.2.2 the costs of eliminating a hazardous condition in accordance with A5.3;
- C4.2.3 loss prevention costs arising from events caused by drilling for geothermal energy use or deep drilling;

- C4.2.4 the costs of identifying leaks, malfunctions and causes of damage, including the emptying of facilities, containers and pipes required for this, or the costs of repair and modification to these facilities, containers and pipes (remediation costs, for example);
- C4.2.5 the costs of loss prevention measures taken because of snowfall or the accumulation of ice.

C5 Condominiums

If the construction project specified in the policy concerns land with condominiums and is limited to a building part to which an exclusive right of use is allocated, the condominium unit, C7.6 will not apply to claims in connection with damage to the other condominium units on the land, or to the parts of the building, including the associated facilities and equipment, or to the land used in common. In the event of claims arising from damage to parts of the building used in common, including the associated facilities, equipment and land, the insurance does not, however, cover that part of the loss that corresponds to the quota share of the construction owner as owner of the condominium unit to which the construction project is limited. If the construction project relates to parts of the building used in common, including the associated facilities, equipment and land, the insurance does not, in the event of claims arising from damage to condominium units, cover that part of the loss that corresponds to the quota share of the owner suffering damage. C7.1 remains reserved in all cases.

C6 Environmental impairment

C6.1 Scope of coverage

The insurance covers the following claims and costs in connection with an environmental impairment, provided this impairment is due to a single, sudden and unforeseen event that also requires immediate action such as notifying the competent authorities, alerting the public, or implementing loss prevention or mitigation measures:

- C6.1.1 claims arising from bodily injury and property damage;
- C6.1.2 costs of the measures mandated by law to restore protected species or protected habitats and to eliminate damage to waters or soils not under civil law ownership;
- C6.1.3 costs of the alternative measures mandated by law which go beyond the elimination of damage pursuant to C6.1.2 above, in the event that restoration is not possible or is only possible in part;
- C6.1.4 costs of the other measures mandated by law to compensate for interim losses of natural resources or functions of protected areas from the time of the environmental impairment until the full impact of the measures pursuant to C6.1.2 or C6.1.3 above;
- C6.1.5 claims arising from financial loss due to the impairment of:
- in rem or contractual rights of use with respect to third-party property
 - concessions or other special, legally protected rights of use with respect to public waters or land (impairment of fishing rights, for example).

C6.2 Rusting of or leakage from facilities

The insurance also covers claims and costs pursuant to C6.1.1–C6.1.5 above in connection with an environmental impairment as a result of the discharge of substances that represent a hazard to the soil or water (such as liq-

uid fuels, acids, bases and other chemicals, but not wastewater and other waste products from operations) because of the rusting of or leakage from a facility permanently connected to the land if the discharge identified requires immediate action pursuant to C6.1 above. This coverage is only available if the policyholder proves that the facility in question was built, maintained or decommissioned properly and in accordance with regulations.

C6.3 Loss prevention costs

Coverage for loss prevention costs pursuant to C4 also applies mutatis mutandis to measures taken to avert insured costs pursuant to C6.1.2–C6.1.4.

C6.4 Exclusions in addition to C7

The insurance does not provide coverage:

- C6.4.1 if only several events similar in effect (such as repeated drop by drop penetration of harmful substances into the ground, repeated spillage of liquids from mobile containers) jointly trigger measures within the meaning of C6.1 above that are not necessary for single events of this kind;
- C6.4.2 for claims and costs in connection with sites already contaminated at the time of conclusion of the contract
- on land owned by or in the possession of an insured
 - on land of third parties that was caused (in part) by an insured;
- C6.4.3 for claims and costs in connection with the ownership, possession or operation of facilities used to store, prepare, route or dispose of waste, waste products, wastewater or material for recycling.
- This exclusion does not apply to the operation's own facilities used for composting or short-term temporary storage of waste or waste products or to the operation's own facilities used for pretreating or preparing wastewater;
- C6.4.4 for costs pursuant to C6.1.2–C6.1.4
- in connection with the production, supply or use of pesticides (herbicides, fungicides, insecticides), biocides, sewage sludge or fertilizers
 - in connection with products or goods whose defectiveness was not apparent based on the latest advancements in science and technology at the time they were placed on the market
 - resulting from any change in the level or flow behavior of groundwater (such as drying up of water sources)
 - due to deliberate disregard of statutory and official safety or environmental regulations
 - arising due to operationally unavoidable, necessary or accepted impact on the environment
 - caused by or arising from plants or animals belonging to, abandoned by, kept by or sold by the insured;
- C6.4.5 for financial loss pursuant to C6.1.5 brought against an insured as a member of the governing body of a legal entity (based on Art. 754 of the Swiss Code of Obligations, for example);
- C6.4.6 for claims and costs in connection with genetically modified organisms or products deemed to be equivalent to them due to the modification of the genetic material and for pathogenic organisms due to their pathogenic characteristics, regardless of whether there is a permit or notification requirement.

C6.5 Obligations

C6.5.1 The insured must ensure that the production, processing, collection, storage, cleaning and disposal of environmentally hazardous substances is carried out in compliance with legal and regulatory requirements.

- C6.5.2 The insured must ensure that the facilities used for the above activities, including the security and alarm systems, are professionally maintained and kept in operation in accordance with all technical, statutory and official requirements.
- C6.5.3 The insured must ensure that official orders for remediation and similar measures are complied with within the prescribed deadlines.

C6.6 Deductible
The insured is also responsible for costs and financial loss pursuant to C6.1.2–C6.1.5, per event, for the agreed deductible for bodily injury and property damage.

C6.7 Indemnity limit
In accordance with C6.1.2–C6.1.5, the indemnity payable by AXA for costs and financial loss is limited to a maximum of CHF 250,000 per event (sublimit).

C7 General exclusions

C7.1 Own loss
The insurance does not cover claims:

- arising from damage of the construction owner (own loss)
- arising from loss relating to the person of the construction owner, such as loss of support
- arising from any loss suffered by persons living in the same household as the liable insured.

C7.2 Misdemeanors and felonies
The insurance does not cover claims arising from the liability of an offender for loss or damage caused in connection with misdemeanors and felonies, or any attempt at such, committed intentionally.

C7.3 Liability assumed under a contract
The insurance does not cover claims brought on the basis of liability assumed under a contract that goes beyond the scope of liability imposed by law.

C7.4 Motor vehicles, ships and aircraft
The insurance does not cover claims arising from liability as the keeper of or from the use of motor vehicles that are subject to mandatory insurance under Swiss road traffic legislation, or of ships and aircraft (including drones).

C7.5 Gradual effects
The insurance does not cover claims arising from liability for damage to property caused by the gradual effects of tremors, smoke, dust, soot, gases, vapors and liquids, for example, except where the gradual effect is due to a construction accident.

C7.6 Own damage to the construction project
The insurance does not cover claims arising from damage affecting the construction project specified in the policy, and the buildings belonging to it, including any chattels stored therein, as well as the land belonging to it.

C7.7 High probability and acceptance
The insurance does not cover claims arising from any loss whose occurrence must have expected with a high degree of probability by the insured, their representatives or persons entrusted with the management, planning, overseeing or execution of the construction project such as,

- for example, any damage to the ground or soil, including streets and pathways, due to walking and driving or storing debris, materials and equipment, as well as any unavoidable damage to land and structures caused by falling debris from blasting work;
- that was accepted in order to reduce costs, speed up work or prevent financial loss or loss of earnings such as, for example, forgoing the provision of the required excavation support.

C7.8 Damage to property in care, custody and control
The insurance does not cover claims arising from damage to property accepted for use, to be worked on, held in safekeeping or forwarded, or accepted for any other reason such as on consignment or for exhibition purposes, or that was rented, leased or held under a usufructuary lease.

C7.9 Damage to work in progress
The insurance does not cover claims arising from damage to property caused by conducting or failing to conduct work on or with this property, for example through processing or repair.
Work is also deemed to include project planning and management, issuing directives and instructions, supervision, monitoring and similar work, as well as conducting trial runs, regardless of who conducts them.
If work involves only parts of immovable property, this exclusion applies only to claims arising from damage to these parts themselves and to adjoining parts of the immovable property located in the immediate vicinity of the work area.

In the case of damage to pipes or cables, the exclusion applies only to damage to those parts of the pipes or cables on which contractual work was or should have been performed. In this regard, accessing the pipes or cables is also considered to be work. This exclusion does not apply to damage to pipes or cables that are not the subject of work pursuant to a contract, even if these pipes or cables are in the immediate vicinity of the work.

D7.10 Drying up of water sources
The insurance does not cover claims arising from loss due to a reduction in the yield or the drying up of water sources. The contract does, however, cover the necessary expenses of up to a maximum of 5% of the sum insured to maintain a potable water supply.

C7.11 Taking into account costs saved
If measures that would have been required under construction practice standards (such as surveys of the state of repair of neighboring properties, soil testing, excavation support) were not taken in the realization of the construction project, the part of the indemnity due under liability law that corresponds to costs saved as a result of the failure to take such measures is excluded. This exclusion will not apply if the policyholder or the insured can prove that the measures they failed to take did not have any effect on the occurrence of the insured event and the scope of the indemnity owed by AXA.

C7.12 Asbestos
The insurance does not cover claims in connection with asbestos.

<p>C7.13 Damage to waste facilities The insurance does not cover claims for any damage caused as a result of materials introduced into facilities for the storage, treatment, routing or disposal of waste, wastewater or material for recycling. This exclusion does not apply to claims arising from damage to wastewater treatment and pretreatment plants.</p>	<p>C9.3 Indemnity limit C9.3.1 Indemnity from AXA for all claims against an insured, or AXA as their liability insurer, and for any other insurance payments is limited to the sum insured specified in the policy. This includes interest on claims, recourse interest, loss mitigation costs, costs of expert opinions, attorney fees, court costs, costs of arbitration and mediation, loss prevention costs and any other costs (such as the opposing party's legal expenses). Individual risks included in the insurance may be subject to a sublimit (limited amount within the sum insured) that is set out in the policy or the insurance conditions. If the claims and costs (including claims and costs in connection with risks to which sublimits apply) per event or serial loss exceed the sum insured specified in the policy, the maximum indemnity payable by AXA will be limited to the amount of the sum insured (maximum compensation). The sum insured or sublimit is reduced by the agreed deductible in each case. C9.3.2 The sum insured or sublimit is defined as a double aggregate per contract term, i.e. it is paid at most twice for all claims arising from loss or damage and costs incurred during the entire term of the contract, including any post policy coverage. C9.3.3 Indemnities are based on the contractual provisions (such as provisions respecting sums insured or deductibles) that were in effect when the loss occurred.</p>
<p>C7.14 Nuclear damage The insurance does not cover claims in connection with nuclear damage as defined in the Swiss legislation on nuclear energy liability or the associated costs.</p>	
<p>C7.15 War and civil war The insurance does not cover claims in connection with war or civil war.</p>	
<p>C7.16 Compensation of a punitive nature The insurance does not cover claims for compensation of a punitive nature, such as punitive or exemplary damages.</p>	
<p>C7.17 Data The insurance does not cover claims arising from the impairment of data unless this is as a result of insured damage to data carriers (hardware).</p>	
<p>C8 Trigger</p>	
<p>C8.1 Date of loss occurrence The insurance covers claims arising from property damage that occur or are asserted during the term of the contract or within ten years of the end of the term of the contract. The insurance covers claims arising from bodily injury that are asserted within the statutory limitation periods. If the date of the loss occurrence cannot be established with certainty, the date on which the loss was first discovered is decisive, regardless of who makes this discovery.</p>	<p>C9.4 Legal protection in criminal, disciplinary, supervisory or administrative proceedings C9.4.1 If a proceeding before criminal, disciplinary, supervisory or administrative authorities is brought against an insured because of an insured event, AXA will cover the expenses incurred by the insured as a result (such as attorney fees, court costs and the costs of expert opinions) as well as any costs imposed on the insured in the proceeding. C9.4.2 The insurance does not cover obligations that are of a penal or similar nature such as fines, bail and other forms of surety. C9.4.3 With the agreement of the insured, AXA will appoint an attorney to represent them. The insured is not authorized to retain an attorney without authorization from AXA. In the case of appeal proceedings or lower-court decisions that are contested, AXA may refuse to indemnify if it considers that the appeal is unlikely to succeed. If the insured continues the proceeding at their own risk, AXA will reimburse the insured for attorney fees and the costs of proceedings incurred in the event of a successful outcome, such as an acquittal. Any attorney fees awarded to the insured must be passed on to AXA to the extent of the amount that it has paid. Indemnification of the personal efforts and expenses of the insured, and compensation for economic losses and pain and suffering, are excepted. The mere reduction of criminal or administrative sanctions (such as penalties or disciplinary measures) imposed by a lower court is not deemed to be a successful outcome.</p>
<p>C8.2 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 event in a series occurs before the contract begins, none of the claims in the series are insured.</p>	
<p>C8.3 Incurrence of loss prevention costs Loss prevention costs are deemed to have been incurred on the date on which it is first established that a loss is imminent.</p>	
<p>C9 Indemnity</p>	
<p>C9.1 Compensation of justified claims AXA will pay, within the scope of the insurance and statutory liability, the amount that the insured must pay to the injured party as compensation. AXA may pay compensation to the injured party directly.</p>	
<p>C9.2 Defense against unjustified claims AXA covers the cost of defending against unjustified or excessive claims for damages that are brought against an insured, or AXA as their liability insurer, provided that they relate to insured events.</p>	<p>C9.4.4 AXA's benefits for expenses pursuant to C9.4.1 are limited to the part of the compensation that exceeds the scope of coverage (with respect to sums insured or conditions) afforded by any other insurance that is, in principle, required to pay benefits for the same loss, such as legal protection insurance (difference in limits and conditions coverage).</p>

C10 Deductible

C10.1 General rule

In the case of an insured event, the insured pays the deductible specified in the policy.
A special deductible set out in the policy or the insurance conditions may apply for individual risks.
The deductible also applies to costs, such as for defending against unjustified claims. This applies regardless of whether the claims are brought against an insured or against AXA as their liability insurer.
Insureds do not have to pay a deductible in the event of bodily injury.

C10.2 High-risk construction projects

In the case of damage to third-party land, buildings and other works that occurs as a result of:

- tremors from blasting, demolition, pile-driving, vibration work, rock removal, etc.
- untensioned anchors (nails)
- instability of the excavation pit in the event of an excavation of greater than four meters in depth
- underpinnings/undercrossings/pipe jacking or sheet pile extraction
- lowering of the water table,
- drilling for geothermal energy use

the insured must pay, for each third-party parcel of land, at least CHF 5,000 themselves, even if the agreed deductible specified in the policy falls below this.

C10.3 Deductible for multiple coverages

If multiple coverages with the same deductible are claimed in connection with a single loss event, the insured will be required to pay the deductible only once.
If deductibles with different amounts were agreed for these coverages, the insured will pay at most the highest agreed deductible.

C10.4 Reimbursement

The deductible is charged to the insureds in advance. If AXA indemnifies the injured party without first subtracting the deductible, the insured must reimburse AXA for the amount of the deductible, waiving any objections.
The same applies if AXA pays the costs for the engagement of third parties (such as experts, lawyers or courts) directly.

C11 Claims handling

C11.1 Responsibility for claims handling

AXA will handle claims if they exceed the deductible. It will conduct negotiations with the injured party at its own expense.
In this regard, it acts as representative of the insured and the settlement it reaches with the injured party is binding on the insured.

C11.2 Obligations of the insured

The insured may not, without the consent of AXA, carry out any direct negotiations with the injured party, acknowledge any claims, reach any settlement, pay any compensation or assign any claims arising from the insurance.
In addition, the insured must assist AXA, at their own expense, with handling the claim, in particular with investigating the facts and the loss, as well as with defending claims, and with the enforcement of recourse claims.
The policyholder is liable for any act or omission that may compromise the rights of recourse, and is required to reimburse AXA for any recourse claims that cannot be realized as a result of such act or omission.

C11.3 Legal action

If no agreement can be reached with the injured party and the injured party takes legal action, the following applies:

1. In the event of legal action against insureds, AXA will appoint the trial lawyer and will determine the litigation strategy, the outcome of the proceeding (acknowledgment, settlement or decision) and all other procedural steps. Any litigation and attorney fees awarded to the insured must be passed on to AXA to the extent of the amount it has paid. Compensation for the personal efforts and expenses of the insured is accepted.
2. In the event of legal action against AXA, AXA will appoint the trial lawyer and will determine the litigation strategy, the outcome of the proceeding (acknowledgment, settlement or decision) and all other procedural steps.
3. Compliance with the duties to provide information and assistance (A6) must take into account the procedural situation (such as any deadlines that have been set). Insureds are required to ensure that the trial lawyer is provided with timely, comprehensive and substantiated instructions in an orderly manner.

C12 Recourse

C12.1 Recourse to the insured

AXA has a right of recourse against the policyholder or the insured, provided that it would be entitled, pursuant to the provisions of the insurance contract or the Federal Act on Insurance Contracts (ICA), to refuse or reduce its indemnity.

C12.2 Recourse to companies/professionals

It also reserves the right to take recourse against independent companies and professionals used by the construction owner such as contractors, architects, engineers, geologists. etc.

Part D

Definitions

D1 Construction and erection work

- Construction and erection work comprises
- all planning, erection and construction work
 - the associated construction materials and prefabricated components
 - the fees of the planners and
 - any work performed by the construction owner themselves.

In general, this relates to construction that falls under numbers 1 to 4 of the Swiss Building Cost Classification (BCC).

The costs of preliminary studies and bids, land acquisition costs, development costs as well as financing costs and fees are not part of the construction and erection work.

D2 Construction accidents

Construction accidents are deemed to be sudden, unforeseen events (including breaches of information security) that result in damage to insured works or property. Events are deemed to be unforeseen if the policyholder, the insureds affected or the persons entrusted with managing or supervising the construction project did not foresee them in time and could not have foreseen them even if they had exercised due care.

Construction accidents do not include events involving fire and events caused by natural hazards.

D3 Malicious damage (acts of vandalism)

Malicious damage is any kind of intentional damage to or destruction of insured property, including damage from strikes or lockouts.

Malicious damage does not include damage from civil unrest and property that has gone missing.

D4 Burglary

Burglary is the theft of property from locked buildings, rooms or movable structures that were forced open by a thief.

Buildings, rooms or movable structures (such as site accommodation and containers) are considered to be locked if the level of access restriction is comparable to the standard of the building once it is completed.

The following acts are considered to be the same as burglary:

- theft through access using the right keys, magnetic cards and the like, as well as using codes, if the offender appropriated these by way of burglary or robbery
- escape theft: theft committed by an offender who uses force to escape from a building or a room within a building.

D5 Robbery

Robbery is theft with the threat or use of violence against the insured, their employees, or persons living with them in a shared household.

Theft from a victim who is unable to offer resistance as a result of an accident, unconsciousness or death is deemed to be the same as robbery.

D6 Fire damage

Water damage is damage caused by:

- fire
- smoke (sudden and accidental impact)
- scorching
- lightning
- explosion and implosion
- aircraft and spacecraft or parts thereof that crash or make an emergency landing.

D7 Damage caused by natural hazards

Water damage is damage caused by:

- high water
- flooding
- storm (meaning winds of at least 75 km/h that uproot trees or unroof buildings in the vicinity of the insured property)
- hail
- avalanches
- snow load
- rock slide
- rockfall
- landslide

Damage caused by natural hazards does not include:

- damage caused by ground subsidence, poor construction substrate, faulty construction, inadequate building maintenance, failure to take preventive measures, artificial earth movements, snowslide from roofs, groundwater, water that rises and overflows and is known to do so at shorter or longer intervals
- damage caused by water from reservoirs or other man-made water systems, water backups from the sewage system, irrespective of the cause
- damage from operational and managerial activities that experience has shown are likely to give rise to claims, such as on construction or civil engineering sites, on underground sites, or while extracting stone, gravel, sand or clay
- damage from tremors caused when a man-made cavity collapses.

D8 Environmental impairment

Environmental impairment is any long-term disturbance of the state of air, water and groundwater, soil, flora or fauna caused by any effect, as well as any situation defined by applicable law as environmental impairment.

D9 Contaminated sites

Contaminated sites are existing deposits of waste as well as soil or water contamination. Contaminated building materials and components of existing buildings are considered to be the same as contaminated sites.

D10 Normal and extreme weather conditions

Weather conditions are deemed to be normal if they can be expected given the season and local conditions.

Weather conditions are deemed to be abnormal or extreme if they are, among other things, accompanied by:

- flooding and damage from water backups in the immediate area
- work carried out by firefighters in the neighborhood (such as pumping water from a basement)
- overflowing rivers and streams
- storm damage that is mentioned in the media.

D11 Loss prevention costs

Loss prevention costs are costs occasioned as a result of loss prevention measures. Loss prevention measures include any reasonable immediate measures taken to avoid the occurrence of an imminent insured loss.

D12 Standards of engineering and construction practice

The generally accepted standards of engineering and construction practice refer to rules in the form of minimum standards that apply to the design and construction of buildings and technical objects, SIA standards, for example. They correspond to the state of research and teaching that is currently applied and recognized. In the event of non-compliance, a defect is deemed to exist in so far as the deviation was not agreed in advance with the person who commissioned the work.

D13 Defect

A defect is deemed to be a condition of structures that is worse in comparison with the condition that had been agreed or the failure to reach the agreed condition of facilities such as reduced performance, but not resulting in damage or destruction.

D14 Data

Data is information stored electronically on data carriers such as operating systems, programs and user data. Data is not considered to be property.

D15 Breach of information security

Impairment of the availability, integrity or confidentiality of electronic data or information processing systems (including cyber events).

A cyber event means an attack on IT systems or Cloud computing systems. A cyber event must be caused by malware, hacker attacks or denial of service attacks over networks. An attack by means of a digital data carrier that is connected with the IT system is also considered to be a cyber event.



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