



redefining / standards

General Insurance Provisions (GIP) /

BOX BASIC. Household Insurance from AXA.
Household Contents

Edition 08.2010

The original wording governs the legal interpretation of your policy.

Contents

Your Household Contents Insurance at a Glance . . . 3

A Scope of Insurance

- 1 What goods and costs are insured? 5
- 2 What risks and loss/damage are insured? 5
- 3 Where does the insurance apply? 6
- 4 What compensation is insured? 7
- 5 How is the sum insured adjusted to inflation? . . . 7
- 6 What deductible does the policyholder bear? . . . 7
- 7 What does the extended coverage for luggage, sports and leisure equipment comprise? 7

B Miscellaneous Provisions

- 1 From when to when is the insurance valid? 8
- 2 What precautionary insurance coverage does AXA also provide? 8
- 3 What applies to premium payments? 8
- 4 What happens if premiums or deductible provisions or, in the case of natural forces, compensation limits change? 8
- 5 What must be done to claim compensation? 8
- 6 How does the loss adjustment process work? . . . 8
- 7 How is the compensation calculated? 9
- 8 When is the compensation payment reduced? . . . 9
- 9 When does the compensation payment fall due? 10
- 10 How can the contract be terminated after a claim? 10
- 11 What law also applies to these provisions? 10

All terms referring to persons refer to persons of both genders.

Your Household Contents Insurance at a Glance

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

Who is the insurance carrier?	AXA Insurance Ltd, General-Guisan-Strasse 40, 8401 Winterthur, (hereinafter «AXA»), a corporation with its head office in Winterthur and a subsidiary of AXA Group.
Which goods and costs can be insured?	<p>Household contents insurance covers all personal movable property that belongs to you or members of your family who live in the same household. This also includes small pets, leased and rented objects, and items entrusted to you for safekeeping (GIP A 1.1).</p> <p>The following associated costs arising in connection with an insurance claim are also covered in the policy (GIP A 1.2):</p> <ul style="list-style-type: none">– Clean-up costs;– Additional living expenses;– Costs for emergency windows, emergency doors and emergency locks;– Costs for the reissue of passports and documents as well as personal train tickets, flight tickets and season tickets.
Which risks and losses can be insured?	<p>The standard insurance policy covers your household contents against the following risks and losses (GIP A 2):</p> <ul style="list-style-type: none">– Fire: fire, smoke, lightning, explosion, implosion, damage caused by scorching, aircraft that crash or make an emergency landing;– Natural forces: high tide, floods, storms, hail, avalanches, snow pressure, rockslides, falling rocks and landslides;– Theft: burglary, robbery and simple theft such as pick-pocketing;– Water: water or other liquids leaking from pipes, aquariums or waterbeds; rainwater, snow and melted snow coming in through the roof, from the gutter or outside drainpipes; back-water from the sewage system; and ground water penetration. <p>The following risks and losses can additionally be insured (GIP A 2.4):</p> <ul style="list-style-type: none">– Glass breakage (breakage of glass in furniture and/or in the building structure, including bathroom fixtures, the ceran on glass-top stoves, stone countertops in kitchens and bathrooms).
What does the insurance exclude?	<p>The following general exclusions apply to the insurance (GIP A 1.3, A 7):</p> <ul style="list-style-type: none">– The insurance does not cover outside building structures (e.g. footpaths, stairs, swimming pools), motor vehicles, mopeds, trailers, caravans, mobile homes, motor boats, sailing boats, aircraft; property which is or should be insured by a cantonal insurance institution; property which is covered by a special insurance policy.– Losses due to armed conflict, violations of neutrality, revolution, rebellion, uprising, internal unrest (excluding glass breakage), earthquakes, volcanic eruptions, changes to atomic core structure and water from reservoirs.
What are the insured benefits?	<p>Your household contents are insured at replacement value (GIP A 4.1). The compensation is limited to the sum insured set out in the application or the policy. The deductible is listed in the application or the policy (GIP A 6).</p> <p>The following reductions in benefits also apply (GIP A 4.2–A 4.4):</p> <ul style="list-style-type: none">– Costs: 5% of the sum insured for household contents at home, at least CHF 3000, no insurance cover for simple theft;– Jewelry, incl. wristwatches and pocket watches: CHF 1,000;– Money assets: CHF 1,000;– Equipment needed to practice your profession: CHF 5,000;– Damage caused by singeing: CHF 5,000;– Elsewhere: 5% of the sum insured for household contents at home, at least CHF 3,000 for burglary, robbery and water.

What applies regarding the premiums?	<p>The premiums and the dates payable are indicated in the application and the policy. In addition to the premiums, a Federal Stamp Tax is also levied as well as any installment surcharge. The automatic facility to adjust the premiums to inflation (GIP A 5) means that the sum insured will be increased or decreased accordingly on an annual basis.</p> <p>If there is a change to the premiums, the deductible regulations or the compensation limits for natural forces, AXA is entitled to adjust the policy accordingly. In this event the policyholder shall have the right to terminate the contract (GIP B 4).</p>
What are the contractual duties of the policyholder?	<p>The policyholder must:</p> <ul style="list-style-type: none"> – To the extent that circumstances permit, implement corresponding available measures aimed at protecting insured objects against the insured risks (GIP B 8.3); – In the event of an insurance claim, notify AXA without delay and minimize the actual damage (GIP B 5); – In the event of theft, notify the police without delay (GIP B 5.21); – Notify AXA of any change of address (GIP A 3.3) or permanent departure from Switzerland (GIP B 1.4) and any other changes affecting the circumstances taken into account in assessing the extent of risk.
When does the insurance cover/policy commence and lapse?	<p>The policy commences on the date specified in the application and the policy. Until the policy or a definite certificate of insurance changes hands, AXA may refuse the application for insurance in writing. The contract is concluded for the term specified in the application and the policy. At the end of the contract period the contract shall automatically be renewed for one year at a time, provided that none of the contracting parties has given notice to terminate the contract at least 3 months in advance. If the contract has been entered into for a period of less than one year, it shall expire on the date specified in the contract (GIP B 1.3).</p>
What data will be used by AXA?	<p>The following data is disclosed to AXA during the course of contract negotiations and during the life of the contract:</p> <ul style="list-style-type: none"> – Client data (name, address, date of birth, sex, nationality, bank account details, etc.) stored in electronic client files; – Application data (information on the insured risk, responses to questions in the application, expert reports, information from the previous insurer on the prior claims history, etc.) stored in the policy files; – Contract data (contract term, insured risks and benefits, etc.) stored in contract management systems such as physical policy files and electronic risk databases; – Payment data (date premiums received, outstanding premiums, reminders, credit balances, etc.) stored in collection databases; – Any claims data (claims reports, adjustment reports, invoice documents, etc.) stored in physical claims files and electronic claim processing systems. <p>This data is needed to verify and assess the risk, to administer the contract, to require payment of the premiums by the due date, and to settle claims correctly. The data must be stored for at least 10 years following termination of the contract; claims data must be stored for at least 10 years after settlement of the claim.</p> <p>If necessary, the data will be provided to any third parties involved, specifically to other participating insurers, pledges, public authorities, lawyers, and external experts. Data may also be provided to third parties to detect or prevent insurance fraud.</p> <p>In order to simplify administrative procedures and for marketing purposes (to provide our clients with an optimum product and service package), the companies of AXA Group operating in Switzerland and the Principality of Liechtenstein grant each other access to master data (to identify the client), basic contract data (except for application and claims data), and client profiles.</p>
Important!	<p>Further information is provided in the application and the policy as well as in the General Insurance Provisions (GIP).</p>

A Scope of Insurance

A 1

What goods and costs are insured?

- 1 The insurance covers the **household contents** of the policyholder, his/her family members, his/her registered partners or other persons mentioned in the policy, provided that they live in the same household as the policyholder.
Household contents are defined as all movable objects for personal use that belong to these persons. The household contents also include pets, leased or rented items, equipment needed to practice the profession, items entrusted to an insured person for safe-keeping, and property belonging to guests. The insurance also covers building installations fitted by the tenant that are not covered by the building insurance and movable structures and their contents (e.g. garden sheds).
- 2 The insurance also covers the following **costs** arising from the occurrence of insured loss or damage (cf. description in B 7.4):
 - Clearing costs;
 - Additional living expenses;
 - Costs of changing locks;
 - Costs for emergency windows, emergency doors and emergency locks;
 - Costs for the re-issue of identity documents and personal tickets for public transport, plane tickets and subscriptions.
- 3 The insurance does not cover:
- 31 Motor vehicles, mopeds, trailers, caravans, mobile homes, all including their accessories;
- 32 Building structures outside of the building, i.e. permanent structures such as footpaths, stairs, supporting walls, flagpoles, mail boxes, sun blinds, antennae, solar panels, swimming pools (including covers and parts of the structure), etc.
- 33 Boats that need compulsory liability insurance coverage as well as boats that are not taken home after they have been used, all including their accessories;
- 34 Aircraft that must be registered with the aircraft register;
- 35 Items that are or must be insured with a cantonal insurance provider;
- 36 Items that are covered by a special insurance policy. This clause is not applied if the insurance policy referred to here contains a similar clause.

A 2

What risks and loss/damage are insured?

The risks listed in the policy are insured.

1 Fire

- 11 This includes loss/damage to household contents that is caused by:
 - 111 Fire, smoke (sudden and accidental damage), lightning, explosion and implosion;
 - 112 The natural forces high tide, floods, storms (= wind of at least 75 km/h that uproots trees or takes the roofs off buildings in the vicinity of the insured goods), hail, avalanches, snow pressure, rockslides, falling rocks and landslides. Loss or damage by natural forces does not include loss or damage caused by subsidence of soil, bad subsoil, bad construction techniques, deficient building maintenance, failure to implement preventive measures, artificial earth movements, snow falling from roofs, groundwater, rising and overflow of bodies of water which experience has shown is likely to recur; without any regard for the cause, loss or damage caused by water from reservoirs or other man-made water systems, backwater from the sewage system;
 - 113 Singeing. The insurance also covers loss/damage to household items that are exposed to the effects of a friendly fire or heat;
 - 114 Airplanes and spacecraft that crash or make an emergency landing or parts thereof;
 - 115 Mislaying of items as a result of the events listed in par. 111 to 114 above.
- 12 The insurance does not cover:
 - 121 Damage caused to electrical machines, equipment and cables under electrical tension caused by the effect of the electrical energy itself;
 - 122 Storm and water damage to boats on the water.

2 Theft

- 21 Damage due to theft includes loss/damage to household contents that can be proved by clues, witnesses or the circumstances to have been caused by:
 - 211 **Burglary**, i.e. theft by criminals who forcibly entered a building or a room of a building by breaking in or who broke into a closed container in the room.
Attempted burglary and theft by thieves who opened the doors with the correct keys or codes are deemed to be burglary, provided that the thief obtained the keys or codes by way of burglary or robbery.
Breaking into any type of motor vehicle is deemed to be simple theft.
 - 212 **Robbery**, i.e. theft as a result of the threat or use of violence against the policyholder, the persons living in his/her household or persons working in his/her household, and theft as a result of the inability of these persons to defend themselves due to death, unconsciousness or an accident.
 - 213 **Simple theft**, i.e. theft that is neither deemed a burglary or a robbery (e.g. theft by a pickpocket or a confidence trickster). The insurance does not cover loss caused by losing or misplacing things.

- 22 Special features
- 221 In the case of loss/damage caused by theft at home, the sum insured for household contents also covers the damage caused to the building.
- 222 Loss/damage to the household contents and the inside of the building is also insured if there was no theft but the perpetrator entered the building without authorization and loss/damage caused by theft would have been insured.
- 223 The contents of movable structures that are not located on the insured property are only insured against burglary and robbery.
- 23 The insurance does not cover loss or damage caused by one of the events listed under Fire (A 2.111–A 2.115).

3 Water

- 31 This includes loss/damage to household contents that is caused by:
- 311 Water and other fluids that
- leaked from pipe systems that supply the building in which the insured goods are located,
 - leaked from fittings and appliances connected to this pipe system;
- 312 Water leaking from ornamental fountains (suddenly and accidentally), aquariums or water beds;
- 313 Rain water, snowmelt and meltwater, provided that the water entered the building through the roof, from the gutter or from outside drainpipes;
- 314 Backwater from the sewers;
- 315 Ground water inside the building.
- 32 The insurance also covers frost damage, i. e. the costs for repairing main water systems and the appliances connected thereto fitted inside the building by the policyholder in his/her capacity as tenant damaged by frost, as well as the costs for defrosting these systems.
- 33 The insurance does not cover:
- 331 Loss/damage caused by water leaking through open skylights, safety roofs or openings in the roof of new buildings, during conversions or other work;
- 332 Backwater damage for which the owner of the sewerage system is liable;
- 333 Damage caused by subsidence of soil, bad subsoil, deficient building maintenance and bad construction methods, i. e. as a result of faulty construction plans (planning and calculation mistakes) or in the construction of the building;
- 334 Loss/damage caused by one of the events listed under Fire (A 2.111–A 2.115).

4 Glass breakage

- 41 Depending on the agreement, the insurance covers breakage of:
- 411 **Glass parts of furniture**, incl. tabletops of natural and artificial stone and the stone base;
- 412 **Glass used in buildings** in rooms that are used only by the policyholder and his/her family members, including
- Washbasins, sinks, toilets, cisterns, bidets, showers and bathtubs;
 - Natural and artificial stone tops in the kitchen and bathroom/toilet;
 - Ceran on glass top stoves,
 - Façade lining and wall cladding consisting of glass and glass blocks;

- 42 Materials similar to glass are treated like glass if these have been used instead of glass.
- 43 The sum insured for glass parts of furniture and/or glass used in buildings also covers:
- Consequential or complementary damage/loss as the result of insured glass breakage, but not the replacement of plumbing fixtures (in particular mixer taps);
 - Chipped enamel on washbasins, sinks, toilets, cisterns, bidets, showers and bathtubs pursuant to A 2.412.
- 44 The insurance does not cover:
- 441 – Damage to hand-held mirrors, optical glass, glassware, glass statues, hollow glass items (not including aquariums and glass blocks), lights of any kind, light bulbs, fluorescent and neon tubes, glazed tiles, wall and floor tiles;
- Damage to glass parts of technical equipment and fittings, such as solar energy plants, screens and all types of display, etc.;
 - Damage that occurs when third parties (e. g. workers, etc.) work on glass parts of furniture or buildings, frames or sanitary installations;
 - Damage caused by subsidence of soil, bad subsoil, deficient building maintenance and bad construction techniques, i. e. damage that occurs as a result of faulty construction plans (planning and calculation mistakes) or in the construction of the building.
- 442 Loss/damage caused by one of the events listed under Fire (A 2.111–A 2.115).

A 3

Where does the insurance apply?

The insurance applies:

- 1 **At home**, i. e. at the locations given in the policy. Movable structures are also insured at other locations in Switzerland, the Principality of Liechtenstein and the enclaves Büsingen and Campione.
- 2 **Elsewhere** worldwide for household contents that are kept temporarily at any other location for a maximum period of 18 months. Household items kept at the workplace are insured without any limitation to the duration. Other household contents kept permanently at another location (holiday home, second home and similar) and equipment needed to practice the profession are not covered.
- 3 **When moving to a new home** also at the new location (if abroad, cf. B 1.4). If the insured moves house within Switzerland, the Principality of Liechtenstein and the enclaves Büsingen and Campione, the insurance is valid during the move. Changes of address must be notified to AXA within 30 days. AXA is entitled to adjust the premium to the new circumstances.

A 4

What compensation is insured?

- 1 **Household contents** are insured at replacement value up to the amount given in the policy or the automatically adjusted sum insured. The sum insured must equal the amount that will be required to replace all insured items (cf. B 8.1 for the consequences of underinsurance). Items that are no longer used are only insured at their current value.

- 2 **Costs** pursuant to A 1.2 are additionally insured up to 5% of the agreed sum insured for household contents at home, but at least CHF 3,000. The insurance does not cover simple theft.
- 3 Unless agreed otherwise and subject to the sum insured, the following restrictions apply at home:
- 31 Jewelry CHF 1,000;
Jewelry includes all types of wristwatches and pocket watches;
- 32 Money assets CHF 1,000;
Money assets include: cash, credit and store cards, transport tickets, subscriptions, traveler's checks and vouchers, securities, savings books, precious metals (held in storage, in the form of bullion or merchandise), coins and medals, unset, cut precious stones and pearls.
For credit and store cards, the insurance covers only the loss for which the cardholder is liable to the card issuer (department store, credit card company, bank, etc.) under the latter's general terms and conditions (due diligence duties cf. B 8.31). The insurance does not cover money assets against simple theft at home or out-and-about or money assets kept in movable structures;
- 33 property of guests and equipment needed to practice the profession CHF 5,000;
- 34 Singeing and damage to household goods that are exposed to a friendly fire or heat CHF 5,000.
- 4 The following restrictions on benefits apply elsewhere:
- 41 In the event of fire, burglary, robbery and water, the benefit is restricted to 5% of the sum insured for household contents at home, but at least CHF 3000.
- 42 The compensation for simple theft out-and-about is restricted to the agreed sum insured.
- 43 If the out-and-about sum insured exceeds a restricted amount pursuant to A 4.3, the latter applies.
- 5 Compensation is limited to the agreed sum insured for loss/damage suffered out-and-about, for glass breakage and other supplementary insurance coverage.
- 6 Loss minimization costs are also compensated. If these costs plus the compensation that is offered exceed the sum insured, they are only compensated if the loss minimization measures were ordered by AXA. The costs of services rendered by public fire-fighters, police and other parties that are required to provide aid are not compensated.
- 7 Personal sentimental value and the costs of recovering photo, film, video and sound material, computer data and documents are not compensated.
- 8 If the General Insurance Provisions contain restrictions to compensation, the claim per insured event arises only once, even if such coverage is provided under more than one insurance policy.

A 5

How is the sum insured adjusted to inflation?

- 1 Unless agreed otherwise, the sum insured for household contents is adjusted annually in line with the household contents index on the premium due date. This index is calculated as per September 30 every year. The sum insured is adjusted by the percentage by which the latest household contents index has increased or decreased compared to the previous year's index.
- 2 The compensation limits as per these General Insurance Provisions and any supplementary insurance policies remain unchanged.

A 6

What deductible does the policyholder bear?

Unless agreed otherwise, the person entitled to compensation must pay a deductible of CHF 200 per claim. The deductible is deducted from the compensation due.

A 7

Which risks are generally not insured?

- 1 The insurance does not cover damage/loss caused by armed conflict, violations of neutrality, revolution, rebellion, uprising, internal unrest (acts of violence against persons or objects as a result of riots or commotion or caused by mobs) as well as any measures undertaken against these occurrences or damage/loss caused by earthquakes, volcanic eruptions or changes to the nuclear structure of atoms, unless the policyholder can prove that there is no connection between these events and the damage or loss.
- 2 The exclusion of "internal unrest" does not apply to glass breakage (A 2.4).
- 3 The insurance does not cover damage or loss caused by water from reservoirs, irrespective of the cause.

B Miscellaneous Provisions

B 1

From when to when is the insurance valid?

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

B 2

What precautionary insurance coverage does AXA also provide?

If the household goods of more than one person are insured and the parties give up sharing a home, precautionary insurance coverage for the household goods of these parties applies for another 30 days.

B 3

What applies to premium payments?

- 1 The premium falls due annually on the day stated in the policy.
- 2 In case of partial payment, any unpaid installments of an annual premium remain due. AXA may add a surcharge to each installment.
- 3 If the sum insured is adjusted automatically, the premium is correspondingly increased or reduced every year.

B 4

What happens if premiums or deductible provisions or, in the case of natural forces, compensation limits change?

- 1 If the premiums, provisions on deductibles or, in the case of natural forces, the compensation limits set out in B 7.2 change, AXA may request the amendment of the contract with effect from the following insurance year. To this end AXA must notify the policyholder of the new premium or deductible regulations or the compensation limits for natural forces at least 25 days before the premium is due.

- 2 If the policyholder is not in agreement with the amendment of the contract, he/she may give notice of termination of this part or the entire contract for the end of the insurance year.
- 3 If AXA does not receive any notice of termination by the end of the insurance year, the amendments to the contract shall be deemed to have been accepted.

B 5

What must be done to claim compensation?

- 1 The person entitled to compensation must
 - 11 inform AXA immediately;
 - 12 provide the information that justifies the claim for compensation in writing on request, allow any investigation that may serve to confirm the claim, and prepare an inventory of the goods that were on hand before and after the damage occurred and the goods that were damaged, including their value, on request;
 - 13 prove the amount of the loss/damage. The sum insured is not considered as proof of the existence and value of the insured objects;
 - 14 must ensure that the insured objects are maintained and rescued and that the damage is minimized and must follow any instructions issued by AXA.
- 2 In the event of theft, he/she must also
 - 21 inform the police immediately, request an official investigation, and neither remove nor change any traces of the crime, unless permission was obtained by the police to do so;
 - 22 inform AXA without delay if stolen objects are recovered or if he/she receives information regarding the stolen objects. If AXA has already paid compensation for the stolen items that were recovered, the person entitled to compensation must return the payment less any compensation for reduction in value or repairs or otherwise put the items at the disposal of AXA.
- 3 Both the person entitled to compensation and AXA can request that the amount of loss be determined immediately. The loss is determined either by the parties themselves or by an expert engaged by both parties, or during the course of the loss adjustment process pursuant B 6.

B 6

How does the loss adjustment process work?

- 1 The following principles apply to the loss adjustment process:
 - 11 Each party appoints an expert in writing. These two experts select an umpire in the same way before any loss investigation begins. If a party fails to appoint its expert within 14 days after having been ordered to do so in writing, the designated judge will appoint such an expert at the request of the other party; the same judge also appoints an umpire in the event that the experts are unable to agree on such a person.

- 12 Persons who do not have the necessary expertise, or who are related to one of the parties or otherwise biased, can be rejected as experts. If the reasons for the rejection are in dispute, the decision rests with the judge in charge, who appoints the expert or umpire if the objection is accepted.
- 13 The experts investigate the cause and amount of the damage and the other circumstances surrounding the claim. The experts must determine the new-for-old value, the current value and the market value of the items that were damaged immediately before and after the insured event. If the values so calculated differ from one another, the umpire determines a value that lies somewhere between these two values.
- 14 The values, which the experts arrive at within the scope of their authority, are binding if one of the parties cannot prove that they vary significantly from actual circumstances.
- 15 Each party bears the costs of its own expert, and the two parties each bear half of the costs of the umpire.

B 7

How is the compensation calculated?

- 1 For **household contents** the compensation is calculated on the basis of the amount required to replace the lost items by new items at the time of the loss (= replacement value) minus the salvage value. In the event of partial damage, the repair costs are paid, but not more than the amount required to buy a new item.
- 2 If the current value is insured, the amount required to replace the lost/damaged item by a new item at the time of the loss is paid, minus any reduction in value as a result of wear and tear or for other reasons.
- 3 AXA can choose whether to
 - have the repairs done or an expertise prepared by a company appointed by itself; or
 - to pay compensation in kind or in cash.
- 4 For **costs** pursuant to A 1.2, the compensation is calculated as follows:
 - 41 **Clearing costs**
Compensation is based on the actual costs required to clear away the remains of the insured household contents and for their removal to the closest rubbish dump as well as the costs for dumping and disposal.
 - 42 **Additional living expenses**
Compensation is based on the additional costs arising from the fact that the damaged rooms are not fit for use and the loss from sub-rental. Costs that were saved are deducted.
 - 43 **Costs of changing locks**
Compensation is based on the actual costs incurred to change or replace keys and locks to the rooms where the policyholder and his/her family members live at the sites identified by the police and to the safe rented by the person entitled to compensation.
 - 44 **Costs for emergency windows, emergency doors and emergency locks**
Compensation is based on the actual costs for implementing the necessary measures.
 - 45 **Costs for the re-issue of identity documents and tickets for public transport, plane tickets and subscriptions**
Compensation is based on the actual costs for replacing the originals or obtaining duplicates.

B 8

When is the compensation payment reduced?

- 1 **If the damage/loss is underinsured**
 - 11 If the sum insured is less than the replacement value (new for old) of the entire household contents, the damage/loss is only compensated at the ratio of the sum insured to the replacement value (underinsurance), which will also mean a reduction in compensation in the event of partial loss/damage. This does not apply to money assets and costs.
 - 12 If the damage/loss amounts to less than 10 % of the sum insured for damage/loss at home, no underinsurance reduction is applied. If the damage/loss amounts to more than 10 % of the sum insured for damage/loss at home, the underinsurance reduction is applied to the excess amount.
 - 13 For **first risk** insurance, the damage/loss is compensated up to the amount of the agreed sum insured without any reduction for underinsurance.
- 2 **If the damage/loss is caused by natural forces**
 - 21 If the compensation for an insured event paid to a single policyholder by all companies permitted to operate in Switzerland exceeds CHF 25 million, the compensation is reduced to this amount. The right to reduce the compensation even further pursuant to par. 22 below is reserved.
 - 22 If the compensation for an insured event in Switzerland paid by all companies permitted to operate in Switzerland exceeds CHF 1 billion, the compensation paid to the individuals entitled to compensation is reduced to such an extent that the total paid to all individuals entitled to compensation does not exceed this amount.
 - 23 Compensation for damage to movables and buildings is not added together.
 - 24 Damage/loss at different times and to different buildings represents one insured event if the damage/loss was caused by the same atmospheric or tectonic force.
- 3 **In the event of the violation of the due diligence requirements or obligations**
 - 31 The policyholder is obliged to practice due diligence and to implement the measures suitable to the circumstances to protect the insured goods against the insured risks. When using credit cards and store cards, the due diligence requirements of the card issuer must be met.
 - 32 In the event of any intentional breach of legal or contractual regulations or obligations, the compensation may be reduced or cancelled to the extent to which the breach caused or influenced the loss. There is no reduction if the person entitled to compensation can prove that his/her behavior did not influence the loss.

B 9**When does the compensation payment fall due?**

- 1 The compensation is due 30 days after the date on which AXA received the documents required to determine the amount of the claim and its liability to pay compensation. 30 days after the occurrence of the loss the insured may demand a partial payment equaling the minimum amount which ongoing investigations have shown that AXA would have to pay.
- 2 AXA's liability to pay is deferred for as long as the amount of the compensation cannot be determined or paid due to the actions of the policyholder or persons entitled to compensation.
- 3 In particular, compensation does not become due for as long as
- 31 there are doubts about the person entitled to compensation's right to receive payment;
- 32 a police or criminal investigation into the loss is being conducted and the proceedings against the policyholder or persons entitled to compensation have not been finalized.

B 10**How can the contract be terminated after a claim?**

- 1 After every claim for which AXA pays compensation,
 - the policyholder can terminate the applicable part of the contract or the entire contract within 14 days at the latest after he/she has received knowledge of the payment,
 - AXA can do the same at the latest when the compensation is paid.
- 2 If the contract is terminated by the policyholder, insurance coverage lapses 14 days after AXA receives notification to this effect.
- 3 If AXA terminates the contract, insurance coverage lapses 30 days after the policyholder receives notification to this effect.

B 11**What law also applies to these provisions?**

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

