



redefining / standards

General Insurance Conditions (GIC) / Rental guarantee

Version 01.2014

Table of contents

- Your insurance at a glance** 3

- General Insurance Conditions** 5
- 1 Scope of insurance 5
- 2 Beginning and end of the insurance contract 5
- 3 Payment of the guarantee amount 5
- 4 Right of recourse 5
- 5 Premium payment 5

- 6 Change in premiums 6
- 7 Information 6
- 8 Notifications 6
- 9 Place of jurisdiction. 6
- 10 Applicable law 6

Your insurance at a glance

In the following pages, we would like to inform you in accordance with Art. 3 of the Federal Insurance Contract Act about the identity of the insurer, the material content of the insurance contract and about how data will be used.

The actual rights and obligations that the contracting parties agreed to are laid out in the application documents, the policy, the Insurance Conditions, the guarantee document and the applicable laws.

Who are the contracting parties?	The contract is formed by a policyholder – a tenant – and the insurance carrier, which is AXA Insurance Ltd., General Guisan-Strasse 40, CH-8401 Winterthur (hereinafter “AXA”), a corporation with registered office in Winterthur and a subsidiary of AXA Group.
What is a rental deposit?	Landlords often require tenants to offer a guarantee in the form of a rental deposit that is paid into an escrow account. The landlord can access this amount if the tenant fails to pay the rental fees or damages the rental property. The rental deposit is returned when the lease ends, unless the landlord makes a claim.
What is a rental guarantee?	If a tenant takes out a rental guarantee from AXA he does not need to pay a deposit because AXA acts as the guarantor in this case. The tenant is thereby covered under a joint and several guarantee from AXA that takes the place of the rental deposit and is thus protected against possible claims by the landlord. The joint and several guarantee is concluded under a separate guarantee contract in accordance with Art. 496 of the Swiss Code of Obligations (SCO) between AXA as guarantor and the holder of the guarantee, in other words the landlord.
What risks are covered?	With the joint and several guarantee, AXA protects the tenant against statutory or contractual claims arising from the lease within the scope of the agreed guarantee amount and insurance term.
What risks are not covered?	A rental guarantee is not the same as liability insurance. AXA does not cover claims that are brought by the landlord; it merely pays an advance. The policyholder must repay AXA the full amount in expenses it incurs from its guarantee commitment.
How is the premium calculated?	The premium amount is shown in the policy. It is based on the amount of the joint and several guarantee and includes the federal stamp duty. The premium is due annually.
What data does AXA process and how?	<p>While preparing and managing the contract, AXA obtains</p> <ul style="list-style-type: none">– customer data (name, address, date of birth, gender, nationality, banking details, etc.), stored in electronic customer files;– application data (information on the risk to be insured, answers to the questions in the application, reports by experts, data on the loss experience from the previous insurer, etc.), stored in policy files;– contract data (contract term, insured risks, indemnities, etc.), stored in contract administration systems such as physical policy files and electronic risk databases;– payment data (dates on which premiums are paid, outstanding amounts, reminders, credit balances, etc.), stored in debt collection databases;– claims data (loss reports, investigation reports, invoices, etc.), stored in physical claims files and electronic claims application systems. <p>This data is needed in order to review and assess the risk, manage the contract, collect the premiums on time and process the damage correctly in case of a loss event. The data must be stored for at least ten years after a contract has ended; claims data must be stored for at least ten years after a claim has been settled.</p> <p>AXA undertakes to treat all information it receives as confidential.</p> <p>AXA is authorized to obtain and process the data necessary for managing the contract and legal cases. If necessary, the data may be exchanged with third parties involved in the contract, such as reinsurers and other participating insurers, as well as with pledge holders, authorities, lawyers and external experts. Information may also be passed on to other liable third parties and their liability insurers in order to enforce recourse claims. If coverage was confirmed to a third party (e.g. an authority), AXA has the right to inform it if the insurance is suspended, amended or terminated.</p>

Data may also be shared for the purpose of uncovering or preventing insurance fraud.

AXA has the right to request relevant data from external providers in order to verify the credit-worthiness of the client.

To simplify administrative procedures, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to master data and basic contract data (excluding health data), claims summaries, and client profiles. Such data can also be used for marketing purposes and for sending you promotional materials. If prefer not to receive any advertisements, you can notify us at 0800 809 809 (AXA 24-hour phone).

General Insurance Conditions (GIC)

1 Scope of insurance

- 1 AXA offers a joint and several guarantee for claims, interest and costs arising from the rental agreement, concerning the rented object mentioned in the policy
 - that the landlord brings against the policyholder as the tenant, and
 - that are incurred during the insurance term.
- 2 Restrictions:
 - a. The guarantee covers only private residential space in Switzerland and the Principality of Liechtenstein that the tenant himself inhabits.
 - b. The total guarantee amount per property equals the amount defined in the guarantee document, at maximum three months' rent or CHF 20,000.
 - c. Compensation for all claims arising during the insurance term together cannot exceed the amount defined in the guarantee.
 - d. Rental agreements between a tenant and a sub-tenant are not covered under the guarantee from AXA.

2 Beginning and end of the insurance contract

- 1 The insurance begins on the date shown in the policy. The policy is valid for as long as the guarantee commitment is in force.
- 2 If the rental property, together with the rental agreement, is transferred to another owner after the insurance contract has been signed, the joint and several guarantee is also transferred to the new owner.
- 3 Insurance cover ends automatically in the following cases:
 - a. The policyholder terminates the insurance contract in writing. The notice of termination is legally valid only if it includes the original guarantee document that the landlord has signed.
 - b. The landlord waives AXA's guarantee in writing and returns the guarantee document to AXA.
 - c. The guarantee amount has been fully exhausted.
 - d. The landlord does not file any legally valid claims against the policyholder within one year after the rental agreement ends (Art. 257e, para. 3, SCO).

3 Payment of the guarantee amount

- 1 AXA pays a guarantee amount for owed rental fees, damage to the rental property and other claims under tenancy law, provided that the landlord presents one of the following documents:
 - a. Letter of consent by the policyholder.
 - b. Legally valid default summons for outstanding rental fees or other claims under tenancy law brought by the landlord against the policyholder.
 - c. Legally valid judgment or decision to dismiss an objection regarding owed rental fees or other claims under tenancy law brought by the landlord against the policyholder.
- 2 The guarantee payment covers the scope of the documented damage, at maximum up to the guarantee amount.
- 3 The amount is paid to the landlord directly.

4 Right of recourse

- 1 If AXA's guarantee is called upon, the policyholder must immediately repay AXA the amount it has paid based on its guarantee, including any interest and fees.
- 2 The policyholder cannot file any objections against AXA that he could have brought against the landlord.
- 3 If the policyholder has personal liability insurance from AXA, amounts due under such a policy take precedence over any amounts paid from the guarantee. For this, the policyholder must submit the claims documents that the personal liability insurer requests. Any indemnity that may be due from the liability insurance is then deducted from the guarantee amount being claimed.

5 Premium payments

- 1 The first premium is due when the insurance starts. The subsequent premiums are due on the date shown in the contract.
- 2 Policyholders with personal liability insurance from AXA receive a discount when taking out a rental guarantee. If the personal liability insurance ends, the discount ends.
- 3 No further premiums are owed if the rental agreement ends, in which case the prorated portion of any unused premium will be refunded.

6 Change in premiums

- 1 If the premiums for the following year change, AXA must notify the policyholder about the new premium at the latest 25 days before it is due.
- 2 If the policyholder objects to the change, he can terminate the contract with immediate effect. The notice of termination is legally valid only if it includes the original guarantee document that the landlord has signed.
- 3 The premium adjustment is deemed to have been accepted unless the notice of termination and the original guarantee document reach AXA before the end of the contract year.

7 Information

AXA has the right to request details about the policyholder's payment history from the authorities and information service providers.

8 Notifications

If the tenancy relationship ends, the policyholder must notify the office that is shown in the policy or responsible for handling this matter.

9 Place of jurisdiction

AXA recognizes the place of residence of the policyholder or landlord in Switzerland or the Principality of Liechtenstein, or its registered office, as the place of jurisdiction for any disputes arising from this rental guarantee contract.

10 Applicable law

Supplementing these GIC, material Swiss law applies exclusively.

Furthermore, material Liechtenstein law applies exclusively, in addition to these GIC, if the rental guarantee applies to an apartment in the Principality of Liechtenstein.

