



**redefining / standards**

# **General Conditions (GC) /** Aviation insurance

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

# Your aviation insurance in brief

Below you will find an overview of the most important features of our insurance product.

This is a translation; in case of a legal disagreement, the German and/or French original is binding.

**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.

**What risks/perils can be insured?** Please refer to your quotation or application for details on the coverage components:

- **Third-party liability insurance:** Insurance of liability claims by third parties outside the insured aircraft (**Art. B GC**). Covered risks/perils: e. g. injury/death of third parties (bodily injury); damage/destruction of e. g. property, land or buildings (property damage) by the insured aircraft.
- **Combined single limit coverage:** Insurance of liability claims by third parties outside the aircraft and by passengers (**Art. C GC**). Risks/perils covered: e. g. injury/death of passengers (bodily injury), in addition to the risks/perils covered under third-party liability insurance.
- **Hull insurance:** Damage, misappropriation or destruction of the aircraft referred to in the quotation/application (**Art. D GC**). Covered risks/perils: e. g. collision, theft, damage by natural forces, natural hazards, glass breakage, fire, damage by martens / pets.
- **Occupant accident coverage** for passengers and/or crew members (**Art. E GC**). Covered risks/perils: e. g. physical injury, inhalation of gases/vapours, ingestion of corrosive substances, frostbite, heatstroke, sunstroke; impaired health caused by ultraviolet rays, drowning, suffocation.

**What indemnity does the selected insurance coverage offer?**

## **Third-party liability coverage**

Indemnification of justified and defence against unjustified third-party claims arising from bodily injury and property damage caused by the insured aircraft, up to the limits of the sum insured specified in the policy (**Art. B 3 GC**). Excluded, among other things (**Art. B 5 GC**), are claims:

- by the operator / liable insured;
- arising from use of the aircraft without an officially prescribed license or permits;
- by occupants for injury and loss incurred when using the insured aircraft;
- for damage to the insured aircraft;
- for damage arising from the transportation of goods;
- for flights conducted in order to commit a crime or felony.

## **Combined single limit coverage**

Indemnification of justified and defence against unjustified claims by third parties and passengers for bodily injury and property damage caused by the insured aircraft, up to the limits of the sum insured specified in the policy (**Art. C 3 GC**). Excluded, among other things (**Art. C 9 GC**), are claims

- as in the case of third-party liability insurance; however, claims by occupants for damage suffered while using the insured aircraft are covered.

## **Hull coverage**

Damage to the aircraft and its permanently installed components. Indemnification of the total loss of the aircraft or assumption of the repair costs, up to a maximum sum insured as specified in the policy (**Art. D 3 GC**). Excluded, among other things (**Art. D 6 GC**), are claims

- arising from operational damage, i.e. damage not caused by violent, external forces (e. g. damage from cracks or wear and tear);
- arising from damage from short circuits, provided the cause relates to operational damage;
- arising from damage to the engine because of operational errors, overload or overheating.

### **Occupant accident insurance**

The insurance covers accidents in connection with the lawful use of the insured aircraft. The insurance indemnifies the selected group of persons (crew members and/or passengers) in accordance with the amounts specified in the policy (e.g. death lump-sum, disability lump-sum, daily allowances and medical expenses) (**Art. E3 GC**). Among other things (**Art. E4 GC**), the insurance does not cover accidents

- involving crew members who use the insured aircraft intentionally but without the prescribed licenses and permits that are needed for themselves or for the insured aircraft;
- involving passengers who, given the circumstances, knew or should have known that the crew or the insured aircraft did not have the prescribed licenses and permits.

### **Who is insured?**

The insurance covers the persons mentioned in the policy (policyholder and insured persons) (**Art. B2, C2 and E2 GC**).

### **How is the premium calculated?**

On conclusion of the insurance contract, the policyholder owes a premium that is calculated based on the following risk data:

#### **Third-party liability coverage**

Class of aircraft and selected sum insured, taking into account any discounts or surcharges in connection with the insured group of pilots and the intended use.

#### **Combined single limit coverage**

Class of aircraft and selected sum insured, taking into account any discounts or surcharges in connection with the insured group of pilots, the number of seats according to the aircraft's technical documents, and the intended use.

#### **Hull coverage**

Class of aircraft and sum insured for the aircraft, taking into account any discounts or surcharges in connection with the deductible chosen, the insured group of pilots, the intended use and the year of construction.

#### **Occupant accident coverage**

Group of insured persons as well as insured allowances, taking into account any discounts or surcharges in connection with the insured group of pilots.

### **What are the policyholder's obligations?**

- To inform AXA immediately if the risk changes (**Art. A5 GC**).
- To pay the premium shown in the policy on time (**Art. A6 GC**).
- In the event of a loss, to notify AXA immediately (**Art. A10 GC**). Under no circumstances may the policyholder acknowledge any claims or culpability or make any admissions.
- As regards hull insurance, the **prohibition on making changes** in accordance with **Art. 68 ICA** applies.

### **When does coverage begin and end?**

Third-party liability coverage commences on the date specified on the certificate of insurance; insurance coverage for the other risks commences on the date specified in the policy or the written confirmation of coverage (**Art. A3.1 GC**).

This contract is concluded for the period specified in the policy. Unless the policy provides otherwise, the insurance is renewed automatically for one year at a time unless one of the contracting parties terminates it by giving at least three months' written notice. If the contract is concluded for one year or less, coverage ends on the date specified in the policy (**Art. A3.3 GC**).

### **Where does the insurance coverage apply?**

Unless the policy provides otherwise, insurance coverage is valid worldwide (**Art. A4 GC**).

**What data does AXA use and how?**

In connection with negotiating and managing the contract, AXA obtains the following information:

- Client data (name, address, date of birth, gender, nationality, payment details, etc.), stored in electronic client files;
- Application data (data on the insured risk, answers to the questions in the application, reports by experts, claims history provided by other insurers, etc.), filed in the policy files;
- Contract data (contract term, insured risks, compensation, etc.), stored in contract administration systems such as physical policy files and electronic risk databases;
- Payment data (dates of premium payments, 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.

This data is needed to review and assess the risk, manage the contract, collect the premiums on time, and process the claim correctly in the event of a loss. The data must be stored for at least 10 years after the contract expires; claims data must be stored for at least 10 years after a claim is settled.

If necessary, data is shared with third parties involved in the contract, such as other insurance companies, pledge holders, the authorities, lawyers, and external experts. Data may also be shared for the purpose of uncovering or preventing insurance fraud.

To simplify administrative procedures and for marketing purposes (to provide our clients with the best possible products and services), AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to master data, basic contract data (not application or claims data) and client profiles.

**Important!**

You can find further information in the quotation/application (prior to concluding the contract), in the policy (following conclusion of the contract), and in the General Conditions (GC).

**The contents of this contract are governed solely by the General Conditions (GC) and the policy.**

# A Common provisions

## A1

### Components of the insurance contract

The insurance contract is based on the following:

- a) The insurance policy;
- b) These General Conditions (GC);
- c) Any appended Special Conditions (SC);
- d) The Insurance Contract Act (ICA);
- e) The policyholder's written declarations.

## A2

### Contents of the insurance contract

- 1 The insurance contract can contain the following coverage components, individually or in combination:
  - Third-party liability insurance (coverage of liability claims brought by third parties outside the insured aircraft);
  - Combined single limit coverage, combined coverage of liability claims brought by third parties and passengers;
  - Hull insurance;
  - Occupant accident insurance.
- 2 The individual coverage components and their respective premiums are specified in the policy.

## A3

### Inception and contract term

- 1 Third-party liability insurance commences on the date specified on the certificate of insurance; insurance coverage for the other risks commences on the date specified in the policy or the written confirmation of coverage.
- 2 Until the policy is issued, AXA can reject the application in writing, even if an insurance certificate or cover note has already been issued. If AXA rejects the application, coverage ends three days after the policyholder receives notification (subject to special provisions under aviation law). The premium is then owed on a pro-rata basis for the time that coverage was in effect.
- 3 The contract is concluded for the term specified in the policy. Unless the policy provides otherwise, the insurance is renewed automatically for one year at a time unless one of the contracting parties terminates it by giving at least three months' written notice. If the contract is concluded for one year or less, coverage ends on the date specified in the policy.
- 4 Insurance coverages end when the insured aircraft is removed from the Governmental Aircraft Register.

## A4

### Scope

#### 1 Temporal and territorial scope

Unless the policy provides otherwise, coverages are valid worldwide for all losses that occur during the contract term.

## 2 Limitation of coverage

Excepting third party liability coverage, coverages are valid only if the insured aircraft is piloted by:

- one of the persons specified in the policy;
- pilots of an aircraft repairer, aircraft maintenance or aircraft trading company during test, demonstration or ferry flights;
- pilots of the Federal Office of Civil Aviation (FOCA) or a corresponding foreign supervisory or statutory authority.

## A5

### Obligation to declare a change of risk

- 1 The policyholder must notify AXA immediately if any information in the policy or application no longer applies. Every change in circumstance that is significant for assessing the risk and whose scope the parties defined when they concluded the contract must be notified to AXA in writing immediately. AXA is no longer bound by the insurance contract if the policyholder fails to notify AXA of an increase in risk. Significant circumstances include the following:
  - Change in the purpose of use,
  - Change of aircraft,
  - Change within the group of pilots or the licenses,
  - Change of the insurance values,
  - Restrictions imposed by Federal Office for Civil Aviation (FOCA) or a foreign supervisory or statutory authority.

This list is not conclusive.

- 2 Aggravated risk is covered if the policyholder complies with the obligation to declare a change of risk. However, AXA has the right to terminate the contract within 14 days of receipt of notification by giving two weeks' notice. Any additional premium is owed as of the date on which the risk increases. In the case of mitigated risk, AXA will reduce the premium accordingly.

## A6

### Premium payment and refund

- 1 Premiums are due on the date specified in the policy or premium invoice.
- 2 If the policyholder has paid the premium for a certain period in advance and the insurance contract is cancelled for any reason before this period ends, AXA will refund the premium for the unused portion of the insurance term and refrain from collecting any outstanding instalments.

#### This provision does not apply

- if the policyholder terminates the contract after a partial loss that occurs during the year following the purchase of the contract, i.e. during first year of insurance coverage;
- on total loss of the aircraft.

- 3 The right to offset amounts against other receivables due to AXA under this contract is reserved.

- 4 AXA can impose a surcharge for instalments.

## **A7**

### **Surrender of certificate of airworthiness (suspension)**

- 1 Unless the policy provides otherwise, the policyholder shall refrain from surrendering the certificate of airworthiness to Federal Office for Civil Aviation (FOCA) or any foreign supervisory or statutory authority. AXA does not grant a suspension discount if the certificate of airworthiness is surrendered nevertheless.
- 2 Instead of the suspension option, a usage discount is applied to the premium for piston-engine aircraft and gliders (incl. motor gliders).

## **A8**

### **Change in premium rate**

- 1 If the premiums or rules that apply to deductibles change during the contract term, AXA can request a change of contract from the following insurance year. In this case it must inform the policyholder of the change **no later than 30 days before the insurance year ends.**
- 2 The policyholder then has the right to terminate the contract as a whole or only the parts affected by the change within 30 days of receipt of the notification, effective as of the date on which the premium increase would have come into force. In order to be valid, notice of termination must reach AXA by the last day of this period.
- 3 Failure by the policyholder to terminate the contract is deemed to be acceptance of the change of contract.
- 4 Changes in federal stamp duty and statutory duties are exempt from this provision and become effective as of the date of change.

## **A9**

### **Foreign tax on insurance**

The invoiced premiums do not include insurance tax that may be owed outside Switzerland and the Principality of Liechtenstein. The policyholder is responsible for declaring any additional insurance tax that may be due and for paying the amount in question to the relevant authority.

## **A10**

### **Loss event**

- 1 **Obligation to notify**  
The policyholder must notify AXA immediately of any event whose consequences are likely to affect the insurance.
- 2 **Liability insurance**  
AXA will negotiate with the claimant in its name or as a representative of the insured person. The insured person or policyholder is not permitted to acknowledge any claims by or make any payments to the claimant of his own accord. The insured person or policyholder must allow AXA to handle any subsequent proceedings conducted under civil law. The settlement of claims agreed by AXA is binding on the insured.
- 3 **Hull insurance**  
Orders for repairs may be issued only with AXA's consent and only after a cost estimate has been submitted.

In urgent cases, repairs can be made without AXA's prior consent, provided they are not expected to exceed CHF 3,000.

## **4 Occupant accident insurance**

In the event of an accident, medical care must be arranged for as quickly as possible. The doctor in attendance must be released as far as AXA is concerned from his duty to maintain doctor/patient confidentiality. If requested to do so by AXA, every insured is obliged to undergo a medical exam by a doctor appointed by AXA.

In case of a fatality, the surviving beneficiaries must agree to an autopsy if death could have been caused by something other than the insured accident.

## **A11**

### **Termination in the event of a claim**

- 1 After every loss event for which AXA pays an indemnity, the affected part of the contract or the contract as a whole can be terminated by
  - the policyholder no later than 14 days after he becomes aware of the payment;
  - by AXA no later than on the date of payment.
- 2 If either AXA or the policyholder terminates the contract, coverage ends 14 days after notice of termination reaches the respective contracting party.

## **A12**

### **Breach of obligations**

If an insured breaches the obligations assumed under this contract (e. g. Art. A5.1 GC) or the Insurance Contract Act (ICA), or if the notification obligations or rules of conduct are culpably violated, AXA can cancel the insurance or reduce the indemnity commensurately, unless the insured can show that the breach was not caused culpably, given the circumstances, or that the loss would have occurred even if the obligations had been fulfilled.

## **A13**

### **Recovery of excess indemnification**

AXA can recover from the policyholder any indemnification it is obliged to pay under aviation law which it would not be required to pay under this contract or the Insurance Contract Act (ICA).

## **A14**

### **Sanctions clause**

- 1 Underwriters shall have no liability under this contract in any case of sanction, restriction or prohibition provided by any Convention, Law or Regulation, in particular those of the European Union, which is binding on the underwriters and which prohibits the provision of insurance services.
- 2 This contract shall not apply to goods nor to the means of transportation by air, sea, inland waterway/river or road which is subject to any sanction, restriction, total or partial embargo, prohibition nor to any liabilities arising therefrom. Equally, this contract shall not apply to any trade or activity which is subject to such sanction, restriction, embargo or prohibition, or to any secret trade and/or any means of transportation used for such purpose.

## A 15

### Place of jurisdiction and applicable law

The place of jurisdiction can be either the ordinary legal venue (AXA's Head Office) or the insured's own place of residence or domicile in Switzerland or the Principality of Liechtenstein. Supplementing these provisions, the Insurance Contract Act (ICA) and the provisions of Swiss aviation law apply.

## A 16

### Special provisions of aviation law in connection with liability coverage

The following applies up to the mandatory sum insured:

- 1 With respect to injured third parties on the ground, the terms contained in the insurance certificate apply, even if the amounts are lower than those specified in the policy. In particular, the minimum amounts of insurance defined as Special Drawing Rights (SDR) in the insurance certificate are binding upon AXA.
- 2 If the insurance contract ends,
  - coverage continues until the next landing at which the aircraft papers can be officially reviewed, at the most for 24 hours;
  - claims will nonetheless be covered until the certificate of airworthiness is cancelled or proof of new coverage is produced, at the most for 15 days after Federal Office for Civil Aviation (FOCA) has been notified of the termination of the contract. The revocation date is the date on which authorization of the revocation becomes legally binding.
- 3 Injured third parties on the ground are subject to exclusions only as permitted under Swiss aviation law or the equivalent foreign law.
- 4 For Swiss carriers, the following also applies up to the mandatory sum insured:

Insurance cover ends no later than 15 days after AXA has informed Federal Office for Civil Aviation (FOCA) about the end of the contract. The withdrawal or revocation date is the date on which the corresponding authorization becomes legally binding. The right of recovery in accordance with Art. A 13 GC is reserved.

## A 17

### Supplementary law

Supplementing these provisions, the Insurance Contract Act (ICA), the provisions of the Federal Aviation Act (FAA), and the Federal Act on Civil Jurisdiction (FACJ) apply. For insurance contracts subject to Liechtenstein law, if there are any discrepancies between these provisions and Liechtenstein law, the binding provisions of Liechtenstein law shall apply.

## A 18

### Definitions

#### Accident

An accident is defined as a sudden, unintentional and harmful effect on the human body by an unusual external event.

#### Air freight carrier

A person or entity that carries passengers, baggage and cargo in an aircraft. Transportation takes place either for pay or for free by an authorized aviation company.

## Crew members

Persons authorized by the responsible party to operate an aircraft or render on-board services and who hold the officially prescribed licenses and permits, while exercising their function.

## Deductible

Amount that the policyholder pays in the event of a loss. The deductible may be either a percentage or a fixed amount.

## Delay

Claims for damages as the result of delayed air transportation of passengers, baggage or cargo apply solely in accordance with Art. 10 of FATO.

## Due diligence obligation and breach thereof

Culpable violation of obvious loss prevention rules.

## Europe

Europe refers to geographical Europe, including Turkey and Morocco.

## Exclusion

Restriction of insurance coverage.

## Federal Air Transport Ordinance (FATO)

Ordinance regarding air transportation of August 17, 2005 (in the valid version).

## Federal Aviation Act (FAA)

The Federal Aviation Act of December 21, 1948 (in the valid version).

## Federal Aviation Ordinance (FAO)

The Federal Aviation Ordinance of November 14, 1973 (in the valid version).

## Federal Law on Accident Insurance (UVG)

The Federal Law on Accident Insurance of March 20, 1981 (in the valid version).

## Hull

An abbreviation of hull insurance, which is property insurance for the entire aircraft.

## Insurance Contract Act (ICA)

Federal Insurance Contract Act of April 2, 1908 (in the valid version).

## Insured aircraft

The aircraft specified in the policy and/or application (including permanent components and equipment inside the insured aircraft at the time of the loss event).

## Liability

The law provides that the aircraft operator must have liability coverage for third parties and passengers.

## Montreal Convention (MC)

Agreement on the standardization of the requirements for international air traffic of May 28, 1999 (in the valid version).

## Obligation to notify, and breach thereof

The applicant's obligation to disclose all of the information necessary to conclude the insurance contract. Intentional or unintentional failure to disclose information may cause the insurer to terminate the contract, in which case loss would not be indemnified.



**Occupants**

Crew members and passengers.

**Passengers**

Persons who, with the permission of the pilot or carrier, are in the insured aircraft and who are not crew members. Pilot trainees operating dual controls and parachutists are also deemed to be passengers.

**Replacement value**

Replacement value is the purchase price that must be paid to acquire an aircraft or part thereof of equal value.

**Special Drawing Right (SDR)**

A currency unit created by the International Monetary Fund (IMF) as tender for calculating and effecting payment. Its value is fixed daily on the basis of a basket of major international currencies (USD, EUR, JPY, GBP).

**Stationary engine run**

Engine operation for technical purposes, without the intention of flight.

**Sum insured**

The sum insured is the maximum amount that the insurer must pay if an insured event occurs.

## B Third-party liability insurance (coverage of liability claims brought by third parties outside the insured aircraft)

**B 1****Insurance coverage**

- 1 Claims for damages are insured up to the sum insured as defined in the policy when brought against the insured based on statutory liability law as a result of
  - death or injury to persons (bodily injury);
  - damage or destruction of property (property damage).

The insurance covers bodily injury and property damage

- during operation of the insured aircraft;
- accidents caused by the aircraft when not in operation;
- during rescue operations after an accident involving the insured aircraft.

The use of an emergency parachute is deemed to be the same as the use of the aircraft.

- 2 If insured loss is imminent due to an unforeseen event, the insurance covers the costs incurred by the insured to take reasonable steps to avert this hazard (loss prevention costs).

**B 2****Insured persons**

The insurance covers

- the operator, owner, and any persons acting;
- the crew members;
- persons controlling model aircraft.

**B 3****Indemnification**

- 1 AXA covers the cost of asserting justified claims and defending against unjustified claims, up to the sums insured, as defined in the policy.

- 2 AXA's indemnity (incl. interest, attorney fees, costs of expert opinions, court fees, the counterparty's legal expenses and loss prevention costs) is limited – without prejudice to the rights of claimants – to the sum insured specified in the policy per insured event (subject to Art. B3.3 GC). The sum of all loss or damage resulting from the same cause is deemed to be a single event, irrespective of the number of claimants.

- 3 In Europe, the sum insured prescribed by the country in which the flight takes place applies, provided it is larger than the sum specified in the policy. However, if an unlimited sum insured is requested, the amount defined in the policy applies.

- 4 In the case of loss or damage caused by noise, vibration etc., compensation is limited to the mandatory minimum under the Federal Aviation Ordinance (FAO), even if the sum insured as defined in the policy is larger.

- 5 In the case of loss or damage caused through environmental harm etc. (caused directly or indirectly by contamination or pollution of any kind, electric or electromagnetic interference, impaired use of property etc.), the indemnity is limited to the mandatory sums insured under the Federal Aviation Ordinance (FAO), even if the sum insured as defined in the policy is larger.

This restriction does not apply if environmental harm is the cause or consequence of a crash, fire, explosion, collision or recorded emergency that necessitates extraordinary flight operations.

- 6 In Europe, loss or damage resulting from acts of war or terror, kidnapping, sabotage, unlawful seizure of the insured aircraft as well as insurrection is also insured up to the minimum sum insured (in accordance with

Art. 125 of the FAO) for all aircraft (except turboprop aircraft, jets and helicopters). In derogation of Art. B 3.2 GC, AXA's indemnity for one or more loss events is limited to the sum insured specified in the policy (single guarantee) for each insurance year.

#### **B 4**

##### **Deductible**

- 1 The policyholder is exempt from any deductible unless the contract provides otherwise.
- 2 In the case of property damage to third parties caused by gliders (incl. motor gliders) or balloons, the policyholder pays a deductible of CHF 1,000 per loss event.

#### **B 5**

##### **Exclusions**

Subject to special provisions under aviation law, insurance coverage does not include claims

- by insured persons;
- by occupants for injury and loss incurred when using the insured aircraft;
- for damage to the insured aircraft;
- for damage to property that is inside or attached to the insured aircraft (incl. slung cargo);
- arising from the use of spraying agents and from the transportation of chemicals for this purpose;

- if the insured aircraft is used intentionally but without the officially prescribed licenses and permits for crew members or the insured aircraft;
- if the aircraft is used to commit crimes or felonies by the insured persons;
- arising from loss or damage when the insured aircraft is used for military purposes;
- arising from damage due to biological or chemical influences;
- arising from damage due to the effects of ionizing radiation;
- arising from damage caused by noise and other immissions. Coverage for noise and environmental harm as defined in Art. B 3.4 and B 3.5 GC is reserved;
- as a consequence of war, confiscation, hijacking and similar acts of violence. Subject to the provisions of Art. B 3.6 GC;
- arising from damage in connection with date recognition;
- arising from damage directly or indirectly attributable to or associated with asbestos or materials containing asbestos;
- arising from pure financial loss;
- arising from loss or damage resulting from the transportation of goods.

## **C Combined single limit coverage (insurance of liability claims brought by third parties and passengers)**

**Supplementary to third-party liability insurance, the following applies:**

#### **C 1**

##### **Insurance coverage**

Supplementing third-party liability coverage (Art. B GC), the insurance also covers claims for damages brought by passengers against insured persons based on statutory liability provisions through the use of the aircraft as the result of

- death or injury to persons (bodily injury);
- delayed transportation of passengers or their checked luggage on board the aircraft or otherwise in the carrier's custody (loss due to delay);
- damage, destruction or loss of property which passengers either carry with them or have about their person, or goods that are otherwise in the carrier's custody (property damage).

The insurance covers bodily injury and property damage

- during operation of the insured aircraft;
- accidents caused by the aircraft while not in operation, namely during boarding and deboarding, and while opening and closing movable components of the aircraft;

- during rescue operations after an accident involving the insured aircraft.

#### **C 2**

##### **Insured persons**

The insurance covers

- the operator, carrier and persons who are legally responsible in their place;
- the crew members.

#### **C 3**

##### **Indemnification**

- 1 AXA covers the cost of asserting justified claims and defending against unjustified claims, up to the sums insured, as defined in the policy.
- 2 AXA's indemnity (including claims interest, attorney's fees, cost of expert opinions, court fees and the counterparty's legal expenses) is limited to the sum insured per insured event and passenger, as specified in the policy. The total of all losses resulting from the same cause is deemed to be a single event.

The Montreal Convention (MC), the Federal Aviation Ordinance (FAO) and the Federal Air Transport Ordinance (FATO) serve as the basis for indemnification.

- 3 In the event of an accident resulting in death or injury, AXA will pay, within 15 days of identification, an advance in accordance with Art. 15 of the FATO to the eligible natural persons.
- 4 For claims arising from delayed transport of persons, the sum insured per passenger is limited in accordance with Art. 10a of the Federal Air Transport Ordinance (FATO).
- 5 For claims arising from damaged and/or delayed luggage being transported, the sum insured is limited in accordance with Art. 10b of the FATO to CHF 5,000 per passenger.
- 6 For claims arising from damaged and/or delayed goods being transported, the sum insured is limited in accordance with Art. 10c of the FATO.
- 7 The necessary sum insured is calculated on the basis of the official registration data in the country in which the aircraft was tested. If there are more passengers than insured seats in an aircraft, the indemnity will be reduced in the ratio of the number of insured seats to the number of passengers. The reduction does not apply if fewer than half the seats are each occupied by a maximum of two children of 12 years or younger, or by an adult with a child that is less than two years old.
- 8 In Europe, loss or damage arising from acts of war or terror, abduction, sabotage, unlawful seizure of the insured aircraft, and insurrection are included in the insurance up to the minimum sum insured (in accordance with Art. 132a FAO) for aircraft with a take-off weight of up to 2,700 kg. In derogation of Art. C3.2 GC, AXA's indemnity for one or more loss events is limited to the sum insured for each insurance year, as specified in the policy (single guarantee).  
  
This rule does not apply to aircraft with a take-off weight of more than 2,700 kg or to helicopters, jets, turboprops, ultra-light aircraft, and model aircraft.

#### **C4 Indemnification of claims by a third party**

Claims brought by third parties outside the aircraft are indemnified with priority up to the guaranteed amount specified by the Federal Aviation Ordinance (FAO).

#### **C5 Indemnification of passenger claims**

In all cases mentioned above, the minimum sum available for the indemnification of passenger claims is the difference between the liability limit specified in the policy and the minimum liability limit specified by the Federal Aviation Ordinance (FAO).

#### **C6 Contribution towards liability claims**

Compensation from an occupant accident policy with AXA and indemnity to eligible claimants from claims for recourse will be set off against claimants' liability awards as established by a court or in an out-of-court settlement.

#### **C7 Deductible**

- 1 Unless the policy provides otherwise, the policyholder is exempt from the deductible in the case of property damage and damage resulting from delays.
- 2 In the case of property damage to third parties caused by gliders (incl. motor gliders) or balloons, the policyholder must pay a deductible of CHF 1,000 per loss event and occupied seat.

#### **C8 Passenger tickets**

The carrier and the other insured persons must ensure that the tickets required by law and international agreements are issued to passengers on commercial flights or on remunerated private flights.

#### **C9 Exclusions**

Subject to the provisions of aviation law and in addition to the special provisions defined in Art. B5 GC, the insurance does not cover claims

- if the insured aircraft is used intentionally but without the prescribed licenses and permits for crew members or the insured aircraft. This exclusion applies to passengers only if, given the circumstances, they were aware or should have been aware of this fact before commencing the flight;
- in the case of flights conducted for the purpose of committing a crime or felony. This exclusion applies to passengers only if they themselves were accomplices in the crime or felony.

# D Hull insurance

## D1

### Scope of insurance

The insurance covers loss or damage to the aircraft occurring against the will of the policyholder or any other eligible claimant. The insurance also covers components installed in or on the aircraft according to the equipment list approved by the relevant aviation authority, as well as equipment carried on board.

## D2

### Insurance coverage

The insured events are specified individually in the policy. The insurance covers damage to the insured aircraft caused directly in connection with the following events:

- 1 Under comprehensive **hull insurance**, coverage includes:
  - a) **Collision**

Damage due to a sudden, violent event external to the aircraft (in particular, this includes collision, overturning, crash, immersion and sinking, unexpected overload of the cellular structure during flight, or disappearance of more than 30 days). Damage to gliders (incl. motor gliders) as well as to balloons is also insured while they are being transported in trailers designed for this purpose.
  - b) **Theft**

Loss, damage or destruction as a result of actual or attempted robbery or misappropriation (not fraud).
  - c) **Damage from natural forces**

Damage resulting directly from natural occurrences such as high water, flood, hurricane (i.e. a storm with speeds over 75 kph), hail, avalanche, snow load, rock slide, falling rocks or landslide. This list is conclusive.
  - d) **Natural perils**

Loss or damage caused directly through icefall and snow slide. The insurance also covers loss and damage caused by earthquakes and volcanic eruptions. This list is conclusive.
  - e) **Glass breakage**

Damage to aircraft components made of glass or materials serving as a glass substitute. The insurance does not cover light bulbs or fluorescent tubes.
  - f) **Fire**

Damage caused by fire, explosion and lightning.
  - g) **Martens and other pets**

Damage caused by martens and other pets, in particular gnawing and consequential damage.
- 2 The following is covered under **hull ground risk** insurance:

The same events as are covered under hull insurance, but on the ground only, including stationary engine runs. Damage to gliders (incl. motor gliders) as well as to balloons is also insured while they are being transported in trailers designed for this purpose.

The insurance does not cover events in connection with a flight (including preparatory and concluding works) as well as events on a runway that is in use. Damage to balloons from the beginning of the inflation process to complete deflation is not insured.

## D3

### Indemnification

- 1 AXA indemnifies the total loss or repair cost (excluding surcharges for express orders and overtime), the cost of searches, recovery, transportation, disposal and customs, and the cost of storage and functional test flights after the repair.

Total loss is deemed to have occurred if the indemnity equals or exceeds the sum insured. If the insurance value on which the premium calculation was based turns out to be less than the replacement value at the time when the insurance was taken out, AXA will reduce its indemnity proportionally with the partial loss. AXA is entitled, but not obliged, to dispose of reusable parts on its own account. In this case, the policyholder must make the aircraft, any parts thereof and all associated documents available to AXA at AXA's request, release the documents and declarations necessary for changing or transferring ownership, or authorize AXA to do so.

AXA pays for the storage fees incurred in connection with an insured event, up to the agreed sum insured.

In the case of partial loss, indemnification equals the cost of repairing the damage, less the deductible; in case of the loss or destruction of instruments and components, indemnification equals the replacement value, less the deductible.

  - All receipts, including those from third parties, must be provided to AXA as originals as proof of the expenses to be paid. Third-party invoices in currencies other than those of the contract must be converted at the exchange rate valid on the date of issuance.
  - If the policyholder waives the right to have the aircraft repaired, AXA will indemnify a reasonable amount based on the lowest bid it receives, excluding VAT.

If the aircraft must be disposed of in the event of a total loss, AXA will pay up to CHF 5,000.

Indemnity for functional test flights after repairs is limited to **5%** of the repair costs.
- 2 In cases involving partial or total loss, AXA will pay up to 20% of the sum insured (at most CHF 100,000 per event) for documented costs relating to searches, recovery, transportation and customs, as well as for runway foaming.
- 3 The policyholder must bear the portion of any amounts incurred from improvements in the condition of the aircraft through the repair or from savings resulting from service and maintenance.
- 4 AXA will pay the sum insured as defined in the policy for an aircraft that is missing or has disappeared for more than 30 days. Once this payment has been

made, ownership rights to the insured aircraft are transferred to AXA to the extent of the indemnity paid.

- 5 Unless otherwise provided in the policy, the indemnity will be paid to the policyholder.

#### **D4**

##### **Obligations in the event of a loss**

- 1 The policyholder must take all the necessary measures to clarify the circumstances and avoid any further loss. The policyholder must follow the instructions of AXA and of any experts it appoints to handle the claim; in particular, the policyholder must make the insured aircraft and all related documents available to AXA. AXA is entitled to remove parts of the damaged aircraft for test purposes.

AXA is entitled to obtain information it considers useful from any third parties, including public and private instances that are involved in investigating, testing and repairing the aircraft.

- 2 AXA or its delegated expert will determine where repairs are to be carried out and release the aircraft for repair. The policyholder or other authorized party must issue the repair order.

Instructions or releases for repairs do not constitute an obligation by AXA to pay indemnities.

#### **D5**

##### **Extended coverage for powered aircraft**

After an emergency landing by a powered aircraft that does not result in damage for which indemnity is due, AXA pays up to CHF 2,000 for the cost of a technical check of the aircraft by a licensed maintenance organization to permit take-off from the emergency landing site and/or transportation costs to the nearest suitable take-off site.

#### **D6**

##### **Exclusions**

Subject to the special provisions of aviation law, the insurance does not cover

- loss resulting from the intentional use of the insured aircraft without the required licenses and permits for crew members or the insured aircraft itself. However, the obligation to indemnify the policyholder remains in effect if the policyholder was unaware, had no intention, and was not culpable in the aircraft being used without the required licenses and permits;
- operational damage, i.e. damage not caused by a violent, external force (e.g. fatigue, cracks, deformation, wear and tear);
- damage from short circuits, if related to operational damage;
- engine damage due to operational error, overload or overheating;
- engine damage due to the entry of foreign objects or substances that cause gradual deterioration in the condition or performance of the engine. This does not apply to damage from foreign objects entering the engine that results in sudden damage to or standstill of the engine; however, the insurance does not cover engine damage from foreign objects entering the engine or its intake area that should have been noticed during the pre-flight check according to the aircraft flight manual (AFM);

- damage caused by the lack of protective measures when parking the aircraft in the open;
- damage caused if fluids are missing or frozen (except in case of theft);
- damage due to faulty aircraft materials, construction defects, or other defects, provided that these faults were or should have been known to the policyholder;
- components that are removed for transporting or storing of the aircraft, except the main wings, horizontal stabilizers and rotor blades;
- damage due to maintenance or repair work on the aircraft performed by persons without the officially prescribed licenses or permits;
- damage in connection with using or attempting to use the aircraft for crimes or felonies;
- damage resulting from transporting explosive or self-igniting objects, gases or liquids, with the exception of flares and fluids that are essential for operating the aircraft;
- damage during military use;
- damage as the result of warlike events, strike, insurrection, civil commotion, acts of terror, violence or sabotage; seizure, hijacking or requisition;
- in connection with the effects of ionizing radiation;
- damage to balloons due to escape of the filling gas, unless as the result of an insured event;
- damage to a balloon due to non-compliance with the required safety measures before and after the flight;
- damage to gliders (incl. motor gliders) balloons during transportation outside Europe;
- heat or scorch damage to hot-air balloons (operational damage).

#### **D7**

##### **Deductible**

- 1 The policyholder must pay the deductible shown in the policy for every event per aircraft for which AXA pays an indemnity.
- 2 The deductible does not apply in the event of a total loss, unless the policy provides otherwise.
- 3 The deductible does not apply if an engine-powered aircraft makes an emergency landing that incurs costs but no damage for which an indemnity is due.
- 4 The deductible does not apply to theft of or damage to balloons, gliders (incl. motor gliders) and piston-engine aircraft on the ground that results from natural perils and events.

#### **D8**

##### **No-claims bonus (NCB)**

- 1 If no claim is made in an insurance year, AXA grants the policyholder a no-claims bonus defined in the policy (excluding ground risk and war risk premiums).
- 2 Unless the policy provides otherwise, the no-claims bonus will be deducted directly from the premium.
- 3 In the case of damage for which AXA is liable, any no-claims bonus that has already been applied will be offset against the indemnity that AXA pays.



# E Occupant accident insurance

## E 1

### Insurance coverage

- 1 The insurance covers accidents in connection with the lawful use of the insured aircraft.
- 2 Accidents are physical injuries as defined in the provisions of the Federal Law on Accident Insurance (UVG) in connection with the General Part of Social Security Law (ATSG). Causality is established in accordance with the UVG.
- 3 The definition of accident also includes
  - a) the involuntary inhalation of gases and vapours and the accidental ingestion of toxic or corrosive substances;
  - b) frostbite, heatstroke, sunstroke and impaired health caused by ultraviolet radiation, excluding sunburn;
  - c) drowning, suffocation.
- 4 The insurance also covers accidents
  - a) during boarding and deboarding;
  - b) while operating the aircraft on the ground;
  - c) while parachuting as an emergency measure;
  - d) as the consequence of an emergency landing.
- 5 The indemnity is reduced commensurately if the health impairment or death was caused only in part by the accident.

## E 2

### Insured persons

- 1 The insurance covers the number of passengers and crew members specified in the policy.
- 2 If the number of passengers or crew members exceeds the number specified in the policy, the indemnity is adjusted to the ratio of the registered number to the actual number of insured passengers and/or crew members. The reduction does not apply if fewer than half the seats are each occupied by a maximum of two children of 12 years or younger, or by an adult with a child that is less than two years old.

## E 3

### Indemnification

- 1 AXA pays the indemnity defined in the policy per passenger and crew member. Compensation for accidents under this policy as well as indemnification of eligible claimants from claims for recourse will be set off against claimants' liability awards as established by a court or in an out-of-court settlement.
- 2 **Death**

AXA pays the insured person's allowances

  - to the spouse or registered partner; if none,
  - to the children whom the insured supported fully or partially; if none,
  - to other persons whom the insured supported primarily; if none,

- to the heirs entitled to the estate; if none,
- to the parents; if none,
- to the siblings or their descendants.

- 2.1 In the absence of these persons, AXA will pay funeral expenses up to the amount of the insured death lump sum.
- 2.2 The death lump sum is increased by 50% if the insured has at least one child under the age of 20 who is eligible to inherit.

### 3 Disability

- 3.1 If the accident is expected to lead to permanent disability, AXA pays allowances as a percentage of the disability level. The disability level is defined by the provisions on assessing physical and mental impairment of the Federal Law on Accident Insurance (UVG).
- 3.2 If the accident affects several body parts, the percentages are added together. However, the level of disability can never exceed 100%.
- 3.3 If the insured person was already disabled before the accident took place, AXA will pay the difference between the amount due for the previous disability level and the amount due for the total disability level.
- 3.4 Allowances will increase by 50% if the insured has at least one child below the age of 20.

### 4 Daily allowances

If an accident leads to incapacity for work, AXA will pay the agreed daily allowances within the scope of disability as confirmed by a medical opinion. These allowances are paid for a maximum of 730 days.

### 5 Daily hospital allowances

AXA pays the agreed daily hospital allowances during a necessary stay in a hospital or spa. These allowances are paid for a maximum of 730 days.

### 6 Medical expenses

- 6.1 Starting from the date of the accident, AXA pays for the following, if administered or prescribed by a licensed doctor or dentist
  - Treatment and the associated necessary transportation of the patient;
  - Hospital or spa treatment in a **private** room; spa treatment only from specialized providers and with the approval of AXA;
  - Services provided by certified nursing staff or by staff provided by an institution for the duration of the medical treatment;
  - Rental of mobile medical devices;
  - Initial purchase of prostheses, eyeglasses, hearing aids, and orthopaedic aids as well as their repair or replacement (new-for-old value) if damaged or destroyed in the accident that brought about the need for insured medical treatment.
- 6.2 The necessary expenses for
  - searches and rescue operations to recover the insured, up to CHF 30,000 per insured person.

In addition, AXA pays daily allowances pursuant to the Federal Law on Accident Insurance (UVG) for the prescribed living costs at a treatment centre.

- 6.3 AXA does not cover medical expenses that are paid by a liable third party or its liability insurer, nor does it cover expenses that are already covered by a social insurance plan.
- 6.4 If a pet that is being transported in the insured aircraft is injured, AXA will pay treatment costs of up to CHF 2,500 per animal and up to CHF 5,000 per event. Treatment costs that were paid by a liable third party or its liability insurer are not covered.

#### **E4**

##### **Exclusions**

The insurance does not cover accidents

- involving crew members who use the insured aircraft intentionally but without the prescribed licenses and permits that are needed for themselves or for the insured aircraft;
- involving passengers who, given the circumstances, knew or should have known that the crew or the insured aircraft did not have the prescribed licenses and permits;
- involving flights conducted for the purpose of committing a crime or felony. This exclusion applies to passengers only if they themselves were accomplices in the crime or felony;
- as a consequence of war or civil commotion (without prejudice to the extensions of cover under Art. E5 GC);
- as a consequence of the effects of ionizing radiation.

#### **E5**

##### **Extended coverage**

- 1 The insurance covers accidents that occur while insured persons' personal freedom is restricted after the insured aircraft is hijacked, during an involuntary stay, after parachuting from the aircraft in an emergency, after making an emergency landing, as well as during the subsequent direct return either to the place of residence or the original destination. In such cases, a policy that was previously terminated will continue to remain in effect, at the most for one year past the date of the hijacking, parachute jump or emergency landing.

- 2 The exclusion of the provision on war and civil commotion (Art. E4 GC) does not apply to accidents involving insured persons
- a) on board the insured aircraft, provided that the accident was caused by persons also on board or by dangerous substances brought surreptitiously on board the aircraft;
  - b) while their personal freedom is restricted after the insured aircraft has been hijacked, during an involuntary stay, after parachuting from the aircraft in an emergency, after making an emergency landing, as well as during the subsequent direct return either to the place of residence or the original destination. The time limit defined in Art. E5.1 GC, above applies.
- 3 In the event of war
- involving Switzerland or a neighbouring state;
  - between any of the following: the UK, the Russian Federation, the USA, the People's Republic of China, or between such a state and a European country.
- Art. E5.2 GC ceases to apply 48 hours after the outbreak of hostilities. If, however, the restriction of the insured persons' personal freedom, the parachute jump or the emergency landing have already taken place, Art. E5.2 let. b GC ceases to apply only one year after this event.
- 4 The extensions of coverage in accordance with Art. E5.1 and E5.2 GC apply only on condition that the insured person is shown to not have incited or actively participated in the events concerned.

