



General Insurance Conditions (GIC)

# **Premises liability insurance**

Version 07.2019

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# Key points at a glance

This overview provides you with information on the material content of the insurance contract, in accordance with Art. 3 of the Insurance Contracts Act (ICA). The contracting parties' rights and obligations arise with the conclusion of the insurance contract, namely as specified in the application, policy, contract terms and statutory provisions.

## Who is the insurance carrier?

The insurance carrier is AXA Insurance Ltd., General Guisan-Strasse 40, 8401 Winterthur (hereinafter "AXA"), a joint stock company with registered offices in Winterthur and a subsidiary of the AXA Group.

## What is insured?

The insurance covers claims for damages that are brought against insureds on the basis of liability imposed by law (B1.1 GIC).

The insurance covers liability imposed by law for bodily injury and property damage (E3 and E4 GIC).

## What is not insured?

Among other claims, the following are excluded from the insurance coverage pursuant to B3 GIC:

- arising from the policyholder's own losses (B3.1 GIC),
- arising from any liability that goes beyond the scope of liability imposed by law (B3.2 GIC),
- arising from the failure to comply with a legal obligation to insure (B3.3 GIC),
- arising from damage to property in custody or rented property (B3.4 GIC),
- arising from damage to property as a result of conducting or omitting an activity to or in connection with that property – for example, through processing or repair (B3.5 GIC).

## What benefits does AXA provide?

AXA will indemnify the amount that the insured must pay to the injured party based on the insured's statutory liability (GIC D1.1). If the loss event is insured, AXA also covers the cost of defending against unjustified or excessive claims (legal protection coverage in accordance with GIC D1.2).

Benefits are limited to the amount of insurance or the sublimit as defined in the application or the policy – as a double aggregate per insurance year.

## How much is the premium, and when is it due?

The premium is shown in the application and the policy. It is due on the first day of each insurance year.

## What are the policyholder's main obligations?

Among other things, the policyholder must

- immediately give written notification of any change in circumstances that is significant for evaluating the risk (GIC A8.1),
- eliminate, at its own cost, any dangerous condition that may lead to a loss (GIC A6.1),
- immediately report the occurrence of an event whose consequences may impact the insurance (GIC D3),
- ensure that the processing, collection, storage, etc. of environmentally hazardous materials complies with statutory provisions and governmental regulations (GIC C1.3.1).

The policyholder may not, among other things, carry out any direct negotiations with the claimant, recognize any claims, reach any settlement, pay any damages, or assign any entitlements arising from the insurance (D4.2 and A10 GIC).

Special obligations that may apply are listed separately in the contract provisions, the application and the policy.

## When does the insurance begin and end?

The insurance contract begins on the date shown in the policy. AXA may reject the application up to the date when it issues the policy or gives definite confirmation of coverage. The insurance is valid for the period shown in the policy.

If the insurance contract is not terminated per expiry, it is tacitly renewed for 1 year. An insurance contract concluded for less than 1 year ends on the date shown in the policy.

## Special information for the Principality of Liechtenstein

The applicant is bound by the application for a period of 2 weeks after submitting or sending it.

If AXA is in breach of the information obligations pursuant to the Insurance Contracts Act or Insurance Supervision Act of the Principality of Liechtenstein, the policyholder has the right to withdraw from the contract within four weeks from the receipt of the policy.

The responsible supervisory authority is the Swiss Financial Market Supervisory Authority (FINMA), 3000 Bern.

## Which definitions apply?

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

## What information does AXA use and how?

Information about the use of data may be found under "Data Protection" in Part F.

# General Insurance Conditions (GIC)

## Part A

### General conditions of the insurance contract

#### A1 Scope of the contract

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The policy stipulates the insurance coverages which have been agreed. The policy, these General Terms and Conditions (GIC) and any Special Insurance Conditions (SIC) provide information about the scope of insurance.

#### A2 Contract term

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The insurance contract begins on the date shown in the policy. It is valid for the term shown in the policy, after which it is tacitly renewed for one year at a time. A contract concluded for less than 1 year ends on the date shown in the policy. Any provisional insurance coverage that may be in place ends when the policy is issued. AXA may reject the application. Any provisional coverage that may be in place ends 3 days after notification of such rejection is received by the applicant. In this case, the applicant shall owe the prorated premium for the period of coverage.

If the policyholder goes bankrupt, the contract ends when bankruptcy proceedings begin. Within 30 days after bankruptcy proceedings begin, and against payment of the premium, the bankruptcy administration can demand continuation of the policy from the date on which bankruptcy proceedings began.

#### A3 Termination of the contract

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##### A3.1 Termination on expiration

Both contracting parties may give written notice to terminate the contract up to 3 months before its expiration date.

##### A3.2 Termination in the event of a claim

After a claim for which AXA provides benefits, the contract can be terminated:

- by the policyholder, no later than 14 days after it has become aware of the indemnity payment, whereby coverage ends 30 days after AXA receives the notice of termination.
- by AXA, at the latest when the indemnity payment is made, whereby coverage ends 30 days after the policyholder receives the notice of termination.

##### A3.3 Termination in case of change of ownership

A9.3 applies.

##### A3.4 Termination in case of risk increase

A8.2 applies.

#### A4 Premiums

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##### A4.1 Amount and due date of premium

The premium stipulated in the policy is due on the first day of every insurance year; the due date for the first premium is stated on the invoice. In the case of payment in installments, the installments due during the insurance year are deemed to be deferred. AXA may add a surcharge to each installment.

##### A4.2 Premium calculation

The premiums stipulated in the application or the policy applies for the entire contract term (fixed premium). A8.2 and A8.3 remain reserved.

#### A5 Deductible

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D2 applies.

#### A6 Due diligence and obligations

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##### A6.1 Elimination of a hazardous condition

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

##### A6.2 Breach of obligations or duties to notify

If the policyholder or the insured culpably violates its obligations (e.g. as per C1.3 or D4.2) or fails to notify or provide information (e.g. as per D3), thereby giving rise to a situation in which AXA would be liable to pay out increased benefits, **insurance coverage is forfeited** to the extent of this increase.

##### A6.3 Due diligence and other obligations in case of a claim

A10, C1.3, D3 and D4.2 apply.

#### A7 Information obligations

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##### A7.1 Communication with AXA

The policyholder or beneficiary must address all communications to the relevant branch office or registered office of AXA.

##### A7.2 Risk increase or reduction

A8.1 applies.

##### A7.3 Claims

D3 applies.

## A8 Risk increase or reduction

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**A8.1 Information obligation**  
Every significant change in any material circumstance relevant to the assessment of the risk must immediately be notified to AXA in writing. If such notification is culpably omitted, the indemnity can be reduced commensurate with the extent to which the omission has caused or influenced the damage.

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**A8.2 Risk increase**  
If the risk increases, AXA may raise the premium accordingly for the remainder of the contract term, or may terminate the contract. The policyholder has the same right of termination if no agreement can be reached on the premium increase.  
The notice period is 14 days from the date of receipt of the notice. The contract ends 4 weeks after the notice of termination is received by the other party.  
In either case, AXA can collect the additional premium from the start of the higher risk until the end of the contract term.

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**A8.3 Risk reduction**  
In the case of a decrease in risk, AXA will reduce the premium commensurately from the date on which it receives written notification from the policyholder.

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## A9 Change of ownership

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**A9.1 Rights and obligations**  
If ownership of the object of the insurance changes, the rights and obligations arising from the contract devolve onto the new owner.

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**A9.2 Rejection**  
The new owner may reject the transfer of the insurance contract by giving written notification no later than 30 days after the change of ownership. In this case, the contract ends retroactively as from the time of the change in ownership.

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**A9.3 Termination**  
If the new owner becomes aware of the insurance contract only after the change of ownership, it may nevertheless give notice to terminate the contract within 30 days of the date when it became aware of its existence, but no later than 30 days after the date on which the next annual or partial premium following the change of ownership is due. The contract ends when notice of termination is received by AXA.  
AXA may terminate the contract in writing within 14 days after it becomes aware of the new ownership. The contract ends 30 days after notice of termination is received by the new owner.

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## A10 Assignment of claims

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The insured does not have the right to assign claims from this insurance without AXA's authorization.

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## A11 Principality of Liechtenstein

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If the policyholder is resident in the Principality of Liechtenstein or if the policyholder's registered office is located in the Principality, references to provisions of Swiss law in the insurance contract documentation shall relate to the corresponding provisions of Liechtenstein law.

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## A12 Applicable law and place of jurisdiction

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**A12.1 Applicable law**  
This insurance contract is governed by substantive Swiss law; for policyholders domiciled in or having their registered office in the Principality of Liechtenstein, it is governed by substantive Liechtenstein law.

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**A12.2 Place of jurisdiction**  
Disputes arising from this insurance contract must be brought before the ordinary Swiss courts; in the case of policyholders domiciled or having their registered office in the Principality of Liechtenstein, the matter must be brought before the ordinary Liechtenstein courts.

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## A13 Sanctions

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AXA's insurance protection shall not apply insofar and as long as applicable legal economic, trade or financial sanctions inhibit indemnification under this contract.

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# Part B

## Scope of insurance – general provisions

### B1 Insured risk and insured liability

**B1.1 Insured liability, insured risk**  
Coverage applies as part of the insured risk defined in the policy for claims arising from bodily injury and property damage, asserted against the insured under provisions of liability law. Coverage only applies if the loss has a causal connection with the condition or maintenance of the insured buildings or property according to E10, or with the exercise of related ownership rights.

**The insurance does not cover** recourse and compensatory claims of third parties against persons in accordance with E9.3 and E9.6 for benefits these third parties have already paid to the claimants.

**B1.2 Engagement of third parties**  
The insurance also covers claims brought against the policyholder for losses caused by independent enterprises or professionals engaged as auxiliaries (e.g. subcontractors) by the policyholder.

**The insurance does not cover** the personal liability of these enterprises and independent professionals.

### B2 Trigger

**B2.1 Date of loss occurrence**  
The insurance covers claims arising from losses that occur during the contract term.  
If the date of the loss cannot be established with certainty, the date on which the loss was first ascertained shall be decisive, regardless of who ascertains the loss.

**B2.2 Serial loss**  
The date of occurrence of all loss events falling under serial loss is the date on which the first event of the series occurs. If the first loss event in a series occurs before the contract begins, **none of the claims in the series are insured.**

**B2.3 Occurrence of loss prevention costs**  
Lost prevention costs are defined as having been incurred on the date on which it is first established that damage is imminent.

**B2.4 Pre-existing conditions insurance**  
Claims arising from a loss or serial loss caused before the beginning of the contract are insured only if the policyholder can plausibly show that, at the time that the contract was signed, it was unaware of the actions or omissions, or of the insured work's pre-existing defects, that could give rise to its liability. By extension, this also applies when the contract provisions are amended during the contract term – for example, provisions on amounts of insurance and deductibles.

**B2.5 Previous insurer**  
If a previous insurer is obligated to indemnify the same loss or serial loss, AXA's obligation is limited to the amount of insurance or sublimit (coverage of difference in limits) that exceeds the amount for which the previous insurer is liable. The amount of insurance or sublimit (limited amount within the amount of insurance) of the previous insurer is deducted from the amount of insurance or sublimit defined in the AXA insurance policy.

**B2.6 Subsequent reporting period**  
Claims arising from a loss or serial loss that occurred during the contract term are insured only if notified to AXA within 5 years after the contract or coverage ends. In the case of claims arising from serial loss, the first instance of loss or damage in the series is relevant for the notification.

**B2.7 Extended coverage period**  
If insured persons leave the group of insureds, the following applies: If, prior to leaving the group of insureds, insured persons cause losses by actions or omissions pursuant to E9.2, E9.3 and E9.6, the ensuing claims against the policyholder are covered – at the latest until the end of the contract. However, the personal liability coverage of the insured persons who leave the group of insureds in accordance with E9.2, E9.3 and E9.6 continues even after a policy cancellation.

### B3 General exclusions

**B3.1 Own losses**  
The insurance does not cover claims:

- arising from losses of the policyholder,
- arising from losses affecting the policyholder's person – for example, compensation for loss of upkeep,
- arising from losses of persons living in the household of the liable insured.

**B3.2 Contractually assumed liability**  
Claims that are brought on the basis of a contractually assumed liability that goes beyond liability imposed by law are not covered.

**B3.3 Non-compliance with a duty to insure**  
The insurance does not cover claims arising from losses that should have been covered under other insurance due to a statutory or contractual obligation to insure.

<p><b>B3.4 Care, custody and control</b> There is no coverage for claims arising from damage to property an insured accepts for use, processing, storage or forwarding or for other purposes – for example, on consignment or for exhibition – or that were rented, leased, or held under a usufructuary lease.</p>	<p><b>B3.8 Felonies and major offenses</b> The insurance does not cover liability claims brought against the perpetrator for losses caused in connection with a premeditated perpetration of a felony or of a major offense, or of an attempt at such.</p>
<p><b>B3.5 Active contributory damage</b> Claims arising from damage to property as a result of conducting or omitting an activity to or in connection with it – for example, through handling, repair, loading or unloading of a vehicle – are not covered. The definition of activity also includes project planning and management, issuing directives and instructions, supervision, controlling and similar work, as well as conducting trial runs, regardless of who performs them.</p>	<p><b>B3.9 Compensation of a punitive nature</b> Claims for compensation of a punitive nature – such as punitive / exemplary damages – are not covered.</p>
<p><b>B3.6 Highly probable and anticipated losses</b> Claims are not covered for</p> <ul style="list-style-type: none"> <li>• loss that should have been anticipated with a high degree of probability by the policyholder, its representatives or the persons entrusted with the management or supervision of the business</li> <li>• or whose occurrence was taken into account in order to reduce costs, speed up work, or prevent the loss of wealth or earnings.</li> </ul>	<p><b>B3.10 Electromagnetic fields</b> Claims in connection with the effects of electromagnetic fields are not covered.</p>
<p><b>B3.7 Damage to waste systems</b> There is no coverage for damage claims due to materials introduced into systems for the storage, treatment, transmission or elimination of waste, waste water or materials for recycling. This exclusion does not apply to claims arising from damage to sewage treatment and pre-treatment facilities.</p>	<p><b>B3.11 Ionizing radiation</b> Claims in connection with the effects of ionizing radiation are not covered.</p>
	<p><b>B3.12 Nuclear damage</b> Claims in connection with the effects of nuclear damage pursuant to the Swiss legislation on nuclear liability and the associated costs are not covered.</p>
	<p><b>B3.13 Asbestos</b> Claims in connection with asbestos are not covered.</p>
	<p><b>B3.14 War and civil war</b> Claims in connection with war and civil war are not covered.</p>

# Part C

## Scope of insurance – special provisions

### C1 Environmental impairment

#### C1.1 Scope of coverage

Claims arising from personal injury or property damage in connection with environmental harm from the following causes are covered:

C1.1.1 Environmental harm resulting from a single, sudden and unforeseen event requiring immediate action, such as notifying the authorities, alerting the public, or implementing loss prevention or mitigation measures.

C1.1.2 Environmental harm resulting from the release of substances hazardous to soil or water, such as liquid fuels, acids, bases, and other chemicals – but not waste water and other waste from operations – because of rust or leaks in a facility permanently connected to the site. However, this only applies if the release of such substances requires immediate measures in accordance with C1.1.1.

In this case, the insurance affords coverage only if the policyholder can prove that the facility in question was built, maintained, or decommissioned properly and in accordance with regulations.

#### C1.2 Exclusions supplementary to B3

C1.2.1 The insurance does not cover cases where only several events with a like effect (e.g. repeated dripping of toxic substances into the ground, repeated spilling of liquids from movable containers) together necessitate measures in accordance with C1.1.1 where single instances of these events would require no such action.

C1.2.2 Claims arising from damage in connection with the restoration of protected species or habitats are not covered.

C1.2.3 Claims arising from damage to the air and to water, soil, flora and fauna not under ownership as defined by civil law.

C1.2.4 There is no coverage of claims arising from damage in connection with contaminated sites.

C1.2.5 There is no coverage for claims arising in connection with the ownership, possession, or operation of facilities used to store, prepare, route, or eliminate waste, waste water, or recycling materials. This exclusion does not apply to the facilities used by the insured building or property for the composting or short-term storage of waste and the facilities used by the insured building or property for treating or preparing waste water.

#### C1.3 Obligations and breach of obligation

C1.3.1 The insured must ensure that the processing, collection, storage, cleaning and elimination of environmentally hazardous materials comply with statutory and governmental regulations.

C1.3.2 The insured must ensure that the facilities used for the above activities, including security and alarm installations, are professionally maintained and kept operational in accordance with technical, statutory provisions and governmental regulations.

C1.3.3 The insured must ensure that governmental orders for remediation and similar measures are carried out within the prescribed deadlines.

C1.3.4 Failure by the insured to meet these obligations releases AXA from its benefit obligation as defined in A6.2.

### C2 Loss prevention

#### C2.1 Scope of coverage

Loss prevention costs are insured if insured personal injury or property damage is imminent because of a single sudden and unforeseen event.

**There is no coverage** for measures that are carried out after the hazard has been averted, such as the disposal of faulty items.

In the case of environmental impairment occurring or imminent due to an event as defined in C1.1.1 or C1.1.2, the cost for which the insured is liable resulting from measures ordered by the authorities to avert the immediate long-term impairment of a third party's soil or water is also insured.

#### C2.2 Exclusions supplementary to B3

C2.2.1 The costs of eliminating a hazardous condition in accordance with A6.1 are not covered.

C2.2.2 The costs of identifying leaks, malfunctions and causes of damage, including the necessary emptying of installations, containers and pipes, as well as the costs of repairs and modifications to such (e.g. remediation costs) are not covered.

C2.2.3 The costs of loss prevention measures taken on account of snowfall or the accumulation of ice are not covered.

## C3 Use of vehicles

### C3.1 Motor vehicles

C3.1.1 The insurance covers the liability as keeper and the liability arising from the use of motor vehicles (e.g. lawn tractors) and trailers used for the maintenance of the insured buildings or property according to E10 and requiring neither a vehicle registration nor license plates. AXA is liable for benefits only for that part of the compensation that exceeds the scope of coverage (as regards amounts of insurance and conditions) afforded by any motor vehicle liability insurance that must, in principle, pay benefits for the same loss (difference in conditions and limits coverage).

C3.1.2 The minimum amounts of insurance prescribed by Swiss road traffic legislation apply, provided that the policy does not stipulate higher amounts of insurance.

#### C3.1.3 The insurance does not cover the liability of

- persons who use the vehicle for journeys not authorized by the authorities or for drives that they were not permitted to take,
- persons who were responsible for these vehicle users,
- persons on whose instruction or in whose knowledge such journeys took place.

C3.1.4 Supplementing C3.1.3 and replacing B3, the following claims are **excluded** in the case of loss events for which an insurance obligation exists under Swiss road traffic legislation:

- claims of the keeper arising from property damage caused by persons for whom the keeper is responsible under this legislation,
- claims arising from property damage by the keeper's spouse or registered partner, relatives in ascending and descending line, or siblings sharing the same household,
- claims arising from damage to the vehicle and trailer being used as well as for damage to the property being transported with these vehicles. The claimant's accompanying items, e.g. luggage and the like, are excepted,
- claims arising from accidents during races.

### C3.2 Motor-assisted bicycles

C3.2.1 The insurance covers the liability for the use of motor-assisted bicycles requiring insurance – including electric motor bikes, motorized wheelchairs and electric scooters – provided that such journeys are for the maintenance of the insured buildings or property according to E10.

C3.2.2 AXA is liable for benefits only for that part of the compensation that exceeds the amounts of insurance of legally prescribed liability insurance (difference coverage).

C3.2.3 The restrictions in accordance with C3.1.3 and C3.1.4 apply by extension. The provisions of Swiss road traffic legislation apply in all other respects, insofar as mandatory.

### C3.3 Bicycles

C3.3.1 The insurance covers the liability arising from the use of bicycles and motor vehicles of weak motorization or low speeds as defined by the Swiss Motor Insurance Ordinance – e.g. pedal electric bicycles with motor assistance up to a maximum of 25 kph, or motor-assisted hand carts, provided these are used for journeys in connection with the maintenance of the insured buildings or property according to E10.

C3.3.2 AXA is liable for benefits only for that part of the compensation that exceeds the scope of coverage (as regards amounts of insurance and conditions) afforded by any other insurance that must, in principle, pay benefits for the same damage – for example, personal liability insurance.

## C4 Co-ownership or condominium property

### C4.1 Insured liability

If the insured building, property or parts thereof is co-owned or owned as a condominium, the following applies:

The insurance covers the liability

- of the community of owners arising from jointly used building parts and real property and
- the liability of the individual co-owners arising from parts of the building to which they have an exclusive right.

### C4.2 Scope of coverage

The insurance also covers claims

- of the community of owners against individual co-owners for damage to jointly used building parts and real property. In partial amendment of B3.1, B3.4 and B3.5,
- of an individual co-owner against the community of owners for losses arising out of jointly used building parts and real property,
- of an individual co-owner against one of the other co-owners for losses arising out of building parts to which they have an exclusive right.

**There is no coverage** for claims for losses by the community of owners against an individual co-owner and vice versa for that portion of the damage corresponding to the relevant co-owner's share of the property.

### C4.3 Persons in the same household

Persons who live in the same household as the co-owner are deemed to be the same as the latter.

## C5 Joint ownership

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**C5.1 Scope of coverage**  
If the insured buildings or property according to E10 or parts thereof are in joint ownership, claims against the joint owners are also covered in their capacity as owners.

**C5.2 Exclusion supplementary to B3**  
There is no coverage for claims for losses of the joint owners.

**C5.3 Persons in the same household**  
Persons who live in the same household as the joint owners are deemed to be the same as the latter.

## C6 Construction owner liability

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For construction projects in connection with the insured properties according to E10, the following applies:

**C6.1 Scope of coverage**  
The insurance covers claims arising from personal injury and property damage incurred from demolition, earth-moving, and construction work that are brought against the insured as the person who commissioned the work (construction owner) or against the owner of the real property as defined in E9.4.

**C6.2 Exclusions supplementary to B3**  
Claims in connection with construction projects are not covered

- C6.2.1 if the total cost of the project as defined in the estimate exceeds CHF 200 000 – individual properties that form part of the (overall) project or that are to be built in several lots are deemed to be a single structure,
- C6.2.2 with an excavation pit that exceeds a depth of one story,
- C6.2.3 on slopes with a gradient of more than 25 %,
- C6.2.4 that involves underpinning or undercrossing a neighboring structure,
- C6.2.5 that abuts a structure of a third party,
- C6.2.6 that involves lowering the water table,
- C6.2.7 for which work causing strong vibrations (e.g. blasting or pile-driving) is performed,
- C6.2.8 that involves vibratory sheet piling or extraction,
- C6.2.9 for which borehole drilling (e.g. for heat probes, pile foundations) is envisaged.

Similarly, there is no coverage for claims relating to the construction project itself or its site, in connection with the reduced flow or drying-up of sources.

**C6.3 Difference in conditions and limits coverage**  
AXA is liable for benefits only for that part of the compensation that exceeds the scope of coverage (as regards amounts of insurance and conditions) afforded by any other insurance that must, in principle, pay benefits for the same damage – for example, construction owner's protective liability insurance.

## C7 Cleaning costs

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**C7.1 Scope of coverage**  
There is insurance coverage supplementary to B1.1 also for third-party claims for costs arising from the soiling of third-party items. Soiling is deemed to be equivalent to property damage pursuant to E4. The coverage for environmental impairment is governed by the thereto applicable contract provisions.  
If an insured person carries out the cleaning itself, the benefit is limited to own costs.

**C7.2 Exclusions supplementary to B3**  
There is no insurance coverage

- for claims for normally expected cleaning costs,
- for claims due to cleaning costs, if no measures were taken against soiling,
- for claims for the cleaning costs for soiled items that an insured or a third party engaged by the insured supplied, installed, affixed or moved.

## C8 Financial losses – release of data

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**C8.1 Scope of coverage**  
Supplementary to B1.1, the insurance covers the insured's liability for financial losses arising from data privacy violations due to the unauthorized release or disclosure of personal data by insureds in the course of their official duties.

**C8.2 Exclusions supplementary to B3**  
The insurance does not cover

- claims arising from a procedure to obtain the right to inspect, correct, or destroy data,
- claims arising from the publication or sale or disclosure of data for commercial purposes,
- claims arising from garbled or inaccurate transmission of communications or information,
- claims arising from losses in the context of intentional crimes or felonies – for example, hacker attacks, malicious software or other types of computer crime.

**C8.3 Deductible**  
The insured is liable for the agreed deductible per event for personal injury and property damage.

## C9 Waiver of defense against gross negligence

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AXA waives its right under Art. 14 para. 2 and 3 of the Insurance Contract Act (ICA) to reduce its benefits if the insured event was caused by the insured through gross negligence.

Waiver of defense shall not apply

- to events whose cause is related to the effects of alcohol, drugs or medication,
- if barred by applicable statutory provisions.

# Part D Claims

## D1 Benefits

### D1.1 Compensation for justified claims

Within the scope of coverage and statutory liability provisions, AXA pays benefits in the amount that the insured must indemnify the claimant. AXA can pay compensation to the claimant directly.

### D1.2 Defense against unjustified claims

AXA assumes the cost of defending against unjustified or excessive claims for damages, provided that they relate to an insured event.

### D1.3 Limitation of benefits

D1.3.1 AXA's benefits for all claims – incl. compensatory interest, loss reduction costs, costs of expert opinions, attorney fees, court costs, mediation costs, loss prevention costs, and other costs such as counterparty's legal expenses – are limited to the amount of insurance stipulated in the policy. Claims and costs arising from specified risks may be subject to a sublimit stipulated in the policy (lower limit within the amount of insurance).

If such claims and costs – including those in connection with risks to which sublimits apply – per event or serial loss exceed the amount of insurance stipulated in the policy, AXA's maximum indemnity equals the amount of insurance (maximum compensation).

In each case, the amount of insurance or sublimit is reduced by the agreed deductible.

D1.3.2 The amount of insurance or sublimit is defined as a double aggregate per insurance year, i.e. it is paid twice at most for all claims arising from losses and costs incurred in the same insurance year.

D1.3.3 Benefits are calculated based on the contractual provisions that were in effect when the loss occurred, e.g. provisions on amounts of insurance and deductibles.

### D1.4 Legal protection in criminal and administrative proceedings

D1.4.1 If criminal or administrative proceedings are instituted against an insured because of an insured event, AXA assumes all of the insured's costs arising in this connection – e.g. attorney's fees, court costs, and costs of expert opinions – as well as any costs that may be awarded against the insured in the proceedings.

D1.4.2 **The insurance does not cover** obligations that are of a penal or similar nature – e.g. fines, bail and other forms of surety.

D1.4.3 AXA will, with the insured person's approval, appoint an attorney to represent him or her. The insured is not authorized to retain an attorney without AXA's approval. In the case of appellate procedures or when appealing lower-instance rulings, AXA can refuse to pay benefits if the appeal seems unlikely to succeed.

If the insured pursues the proceedings at its own risk, AXA shall reimburse its attorney's fees and legal costs in the event of a successful outcome, such as an acquittal. Any litigation compensation awarded to the insured goes to AXA, to the extent of its payments. Indemnification for the insured's personal efforts and out-of-pocket expenses, as well as compensation for financial losses and pain and suffering, are excepted. The mere reduction of criminal or administrative sanctions, such as penalties or disciplinary measures imposed by a lower tribunal shall not be deemed a successful outcome.

D1.4.4 AXA is liable for costs in accordance with D1.4.1 only for that part of the compensation that exceeds the scope of coverage (as regards amounts of insurance and conditions) afforded by any other insurance that must, in principle, pay benefits for the same loss – for example, legal protection insurance (difference in conditions and limits coverage).

### D1.5 Advancement of costs of expert opinions

If an event is insured in principle, AXA shall advance the actual costs of expert opinion up to a maximum of CHF 20 000 (sublimit).

The advancement is made if the following three conditions are met:

- The expert opinion serves to ascertain the facts and to determine who is liable.
- The expert opinion is necessary and appropriate.
- The expert opinion is commissioned by AXA or in consultation with AXA.

AXA reserves the right to recover the advanced costs from the liable third party. No deductible applies to the advancement of the costs of expert opinions.

## D2 Deductible

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### D2.1 Deductible per event

The policyholder must pay the deductible shown in the policy for each loss event. For individual risks, a special deductible may be stipulated in the policy. The deductible also applies to costs, e.g. for defending against unjustified claims. D6 is reserved.

### D2.2 Deductible for multiple coverages

If multiple coverages with the same deductible are asserted in connection with a single loss event, the policyholder must pay the deductible only once. If different deductibles were agreed for these multiple coverages, the policyholder must pay at most the highest agreed deductible.

### D2.3 Repayment

The deductible is first charged to the policyholder. If AXA indemnifies the claimant without prior deduction of the deductible, the policyholder must, waiving any objections, repay the full amount of the deductible to AXA.

## D3 Claims notification and duty to provide information

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If an event occurs whose consequences are likely to affect the insurance, the policyholder must inform AXA without delay.

The notification requirement applies also if police investigations are instituted against an insured because of such an event.

The policyholder must hand over to AXA or make AXA aware of, immediately and at their own expense, all relevant information on the loss event such as letters, data, documents, and evidence, as well as any official and court documents such as summonses, rulings, notifications, judgments, etc. In addition, the policyholder must forward to AXA, of his own accord, any additional information about the loss event and any steps taken by the injured party.

## D4 Claims handling

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### D4.1 Assumption of the claims handling

AXA will handle all claims, provided that the amount in question exceeds the deductible. It conducts negotiations with the claimant at its own expense. In this regard, it acts as the insured's representative and the settlement it reaches with the claimant is binding on the insured.

If no agreement can be reached and the injured party takes legal action, AXA will appoint an attorney and manage the proceedings.

Any court fees and counterparty's legal expenses awarded to the insured must be passed on to AXA in the amount of their benefits. Indemnification for personal efforts and out-of-pocket expenses of the insured are accepted.

### D4.2 Obligations of the insured

The insured may not, without AXA's authorization, carry out any direct negotiations with the claimant, acknowledge any claims, reach any settlement, pay any damages, or assign any entitlements arising from the insurance.

In addition, the insured must assist AXA in handling the claim, in particular while investigating the facts and the loss, and in defending against claims.

### D4.3 Arbitration proceedings

The settling of insured claims through arbitration has no impact on the insurance coverage if

- the procedure is conducted in accordance with the Swiss Code of Civil Procedure or the Federal Act on Private International Law;
- it is a foreign arbitration award that is enforceable in Switzerland.

## D5 Recourse to the insured party

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If AXA has compensated the injured party directly even though coverage is restricted or suspended under the provisions of the insurance contract or Swiss Insurance Contract Act (ICA), AXA has a right of recourse to the liable insured to the extent that it could have reduced or refused to pay out its benefits.

## D6 Crisis communication (PR costs)

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If the policyholder faces the threat of critical media reporting due to a loss event that is likely to be insured according to these current general insurance conditions, AXA will reimburse expenditure on the immediate prevention or mitigation of a possible loss of reputation. AXA will cover the costs of a PR agency appointed in consultation with AXA or by AXA in order to assist and support the policyholder, up to a maximum of CHF 50 000 per event (sublimit).

For costs in connection with crisis communication, no deductible applies.

## Part E

### Definitions

#### E1 Contaminated sites

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Existing waste deposits as well as ground or water pollution.

#### E2 Monetary assets

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Cash, credit and debit cards of all types, plastic money such as cash cards, tax cards, etc.; checks and other means of payment, vouchers, subscriptions of all types, tickets and securities.

#### E3 Bodily injury

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Death, bodily injury or other health impairments of individuals – including any resulting loss of assets and earnings.

#### E4 Property damage

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Destruction, damage or loss of movable and immovable property – including any resulting financial loss and earnings of the injured party.  
Death, injury, other health impairments, or the loss of animals is deemed to be property damage.  
The impairment of the property's functions without any impairment of the property's physical substance shall not be deemed property damage.

#### E5 Loss prevention costs

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Costs incurred as a result of loss prevention measures. Loss prevention measures include any reasonable immediate measures taken to avoid the occurrence of an imminent insured event.

#### E6 Serial loss

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

#### E7 Environmental impairment

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Any lasting disturbance of the state of air, water, groundwater, soil, flora and fauna caused by any influence; as well as any situation defined by the applicable law as environmental impairment.

#### E8 Financial loss

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

#### E9 Insureds

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The following natural persons or legal entities are insured:

##### E9.1 Policyholder

Natural person or legal entity, partnership, corporation, or institution defined as the “policyholder” in the policy. If the policyholder is a partnership or jointly liable community, the partners or jointly liable members are treated in the same way as the policyholder with regard to all rights and obligations. Entities that are named as “co-insured enterprises” in the policy – for instance subsidiaries – are also deemed to be “policyholders.”

##### E9.2 Policyholder's representatives

The policyholder's current and former representatives, and persons entrusted with managing or supervising the company.

##### E9.3 Employees and auxiliaries

The current and former employees and other auxiliaries of the policyholder in connection with their activities on the insured buildings or property according to E10. Persons in accordance with B1.2 are not included under this definition.

##### E9.4 Third parties as the owners of real property

The owners of real property, if the policyholder owns only the building but not the land (building lease).

##### E9.5 Co-insured persons or businesses

Additional natural persons or legal entities, partnerships, corporations or institutions listed in the policy including their groups of persons according to E9.2 to E9.4.

##### E9.6 Persons loaned or hired

Current and former staff loaned or hired by the policyholder who work or have worked for the policyholder (lease of labor or services).  
Persons loaned or hired out by the insured to a third party are not insured parties (lease of labor or services) within the scope of their activities for the third party.

## E10 Insured works

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The following works comprise the “insured risk”:

### E10.1 Buildings, plots of land and other works

Risks arising from the ownership of the buildings, plots and other works listed in the policy

### E10.2 Facilities and installations

Risks arising from the ownership of facilities and installations belonging to the works pursuant to E10.1, such as

- parking spaces for motor vehicles
- bicycle shelters
- children’s playgrounds including equipment
- garden ponds and swimming pools not available for public use
- passenger and goods elevators and escalators
- tanks and tank-like containers
- building marker structures.

### E10.3 Ancillary buildings

Risks arising from the ownership of ancillary buildings belonging to the property according to E10.1, such as

- garage boxes
- parking garages for motor vehicles
- tool sheds
- greenhouses.

## E11 Insurance year

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The insurance year is defined as the period for which the annual premium is calculated. It begins on the day on which the annual premium is due and ends on the day before the annual premium for the next insurance year is due.

## Part F

### Data protection

While preparing and executing the contract, AXA becomes aware of the following data:

- customer information (name, address, date of birth, gender, nationality, bank account details, etc.), stored in electronic customer files;
- application information (on the risk to be insured, answers to the questions in the application, reports by experts, information on claims experience from the previous insurer, etc.), stored in the policy files;
- contract information (contract term, insured risks and indemnities, etc.), stored in contract administration systems such as physical policy files and electronic risk databases;
- payment information (dates of premium payments, amounts owed, reminders, credit balances, etc.), stored in debt collection databases;
- any available claims information (notifications of loss, investigation reports, invoices, etc.), stored in physical claims files and electronic claims application systems.

This information is needed in order to investigate and assess the risk, manage the contract, collect the premiums on time and handle the matter correctly in the event of a claim. The data must be stored for at least ten years after the contract has ended; claims data must be stored for at least ten years after the claim has been settled. AXA undertakes to treat the information it receives as confidential.

AXA is authorized to obtain and process the data necessary for managing the contract and handling claims. If necessary, the data may be exchanged with third parties involved, such as reinsurers and other participating insurers, pledge holders, authorities, lawyers and external claims adjusters. Information may also be passed on to liable third parties and their liability insurers in order to enforce recourse claims. AXA is authorized to inform third parties (e.g. the relevant authorities) to whom insurance coverage has been confirmed if the insurance is suspended, amended or terminated. Provided it is necessary – especially for the disclosure of particularly sensitive personal information such as health data – the affected person's agreement will be obtained.

Information 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 assess the customer's creditworthiness.

In connection with an insured event, the medical staff providing treatment must be released from their confidentiality obligations toward AXA.

In connection with a claim, AXA is also authorized to obtain relevant information from and inspect the files of other insurers, authorities (the police or investigating authorities, Department of Motor Vehicles offices, or similar offices), as well as from motor vehicle manufacturers and other third parties. If necessary, the eligible claimant must authorize the offices mentioned above to disclose the relevant information. This is based on Article 39 of the Federal Act on Insurance Contracts (ICA).

To simplify administrative procedures as part of contract processing, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to the following data:

- master data
- basic contract data

This data is also used for marketing purposes; advertisements may be sent to the policyholder. Policyholders who do not wish to receive promotional material can give notice of this by calling 0800 809 809 (AXA 24-hour helpline).

Mutual access to health data is excluded.



## Want to file a claim?

It's easy and fast – notify us of your claim online at:

**[www.axa.ch/report-claim](http://www.axa.ch/report-claim)**

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General-Guisan-Strasse 40  
P.O. Box 357  
8401 Winterthur  
AXA Insurance Ltd.

[www.axa.ch](http://www.axa.ch)  
[www.myaxa.ch](http://www.myaxa.ch) (customer portal)