



General Insurance Conditions (GIC)

Transportation insurance Transportation liabilities

- Carrier's liability
- Warehouse operator's liability
- Forwarding agent's liability
- Handling aids and equipment
- Transported belongings

Version 10.2019

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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 Federal Act on Insurance Contracts (ICA). The contracting parties' rights and obligations arise with the conclusion of the insurance contract, in particular on the basis of 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 referred to as "AXA"), a joint stock company with registered offices in Winterthur and a subsidiary of the AXA Group.

What is insured?

The insurance covers the liability of the policyholder in its capacity as

- **carrier:** loss of or damage to the cargo and failure to deliver by the delivery deadline (B1 GIC);
- **warehouse operator:** consignment and storage transactions (B2 GIC);
- **forwarding agent:** property damage and financial loss (B3 GIC).

The following are also insured:

- **handling aids and equipment,** against loss and damage (C GIC);
- **transported belongings,** against loss and damage (D GIC).

What is not insured?

Among other claims, the insurance does not cover the following, as per B4.3 GIC:

- intentional misconduct on the part of the policyholder or the parties contracted to drive or accompany the means of transportation;
- the consequences of deliberately incorrect declaration;
- breaches of import, export or transit provisions;
- seizure, removal or detainment by a government, an authority or a power;
- political and social risks (war, strike, terrorism);
- risks arising from nuclear energy and radioactivity;
- claims arising from bodily injury;
- claims arising from the carriage of securities, precious metals, cash, jewelry, watches and live animals.

What benefits does AXA provide?

AXA will indemnify the amount that the insured person must pay to the claimant based on the insured's liability (B4.1 GIC). For insured claims, AXA also covers the cost of defense against unjustified claims (legal protection as per B4.2 GIC).

Indemnity is limited to the sums insured stipulated in the application or the policy.

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 obligations, the policyholder must:

- give immediate written notification of any change to a circumstance that is significant for evaluating the risk (A9.1 GIC);
- immediately report the occurrence of any event whose consequences may impact the insurance (E2 GIC).

The policyholder may not, among other things, carry on any direct negotiations with the claimant, recognize any claims, reach any settlement, pay any compensation, or assign any entitlements arising from the insurance (A12 and E3.2 GIC).

Any special obligations (duties) that may apply are listed separately in the contract provisions, the application and the policy.

When does the insurance begin and end?

The insurance 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.

Unless terminated on expiry, the insurance contract renews tacitly for one year at a time. An insurance contract concluded for less than one year ends on the date shown in the policy.

Special information for the Principality of Liechtenstein

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

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 F under "Definitions."

What data does AXA use, and how?

Information about the use of data is given under "Data Protection" in part G.

General Insurance Conditions (GIC)

Part A

Underlying Provisions of the insurance contract

A1 Scope of the contract

The policy stipulates the insurance coverages which have been agreed. Information about the scope of the insurance is provided in the policy, these General Insurance Conditions (GIC) and any Special Insurance Conditions (SIC) that may apply.

A2 Territorial scope

The territorial scopes stated in the policy apply. For transported belongings, coverage applies only outside of the permanent place of residence or business domicile of the policyholder and/or the latter's staff.

A3 Validity period

The insurance covers claims arising from loss/damage that occurs during the contract term. If the date of the damage cannot be established with certainty, the date on which it was first established counts as the definitive date, irrespective of by whom it was established.

A4 Contract term

The insurance contract begins on the date shown in the policy. It is concluded 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 one 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 cover that may be in place ends three days after notification of such rejection reaches the applicant. In this case, the applicant shall owe the prorated premium for the period of insurance 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.

A5 Termination of the contract

A5.1 Termination per expiration date

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

A5.2 Termination in the event of a claim

After a loss event which AXA indemnifies, the contract can be terminated in writing as follows:

- by the policyholder, no later than 14 days after it has been notified 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.

A6 Premiums

A6.1 Premium amount and due date

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 event of payment in installments, the installments due during the insurance year are deemed to be deferred. AXA may add a surcharge to each installment.

A6.2 Premium calculation

The application or the policy stipulates whether the premium is flat-rate or whether it is calculated at the end of each insurance year based on reported information such as turnover, freight income or gross forwarding income.

A7 Deductible

E1 applies.

A8 Insurance on first loss

All maximum sums mentioned in the policy apply on first loss: losses are compensated in full up to the agreed sum insured. The sum insured constitutes the upper limit for compensation, including costs.

A9 Due diligence and other obligations

A9.1 Breach of obligations including notification obligations

If the policyholder or the insured person culpably violates its obligations (e.g. as per B4.2) or its obligations to notify or provide information (e.g. as per E2), thereby giving rise to a situation in which AXA would be liable to pay out increased benefits, coverage will not apply to the extent of this increase.

A9.2 Due diligence and other obligations in case of a claim

A10, E2, E3 and E4 apply.

A10 Information obligations

A10.1 Communication with AXA
The policyholder or beneficiary must address all communications to the relevant branch office or registered office of AXA.

A10.2 Risk increase or reduction
A11 applies.

A10.3 Claims
E2 applies.

A11 Risk increase or reduction

A11.1 Change in material circumstances
A11.1.1 Of its own accord, the policyholder must inform AXA of all circumstances which could influence the assessment of the risk. This obligation also applies if such circumstances could already be known to AXA or its representative.

A11.1.2 The policyholder must notify AXA immediately and in writing, at the latest by the end of the insurance year, of any change in a circumstance that is significant for evaluating the risk and which was established by the contracting parties on entering into the contract.

A11.1.3 The contract will be invalidated by any failure to disclose information, any deception and/or any incorrect or misleading information that is provided deliberately.

A11.2 Risk decrease
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.

A12 Assignment of claims

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

A13 Principality of Liechtenstein

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.

A14 Legal questions

A14.1 Payment obligation

- The indemnity is due four weeks after the date on which all the information necessary for determining the insurance benefit reaches AXA.
- Four weeks after the occurrence of the loss, the beneficiary may request a first partial payment of an amount derived from the current state of the loss assessment.
- AXA's obligation to pay is suspended for as long as the indemnity amount cannot be determined or paid due to culpable conduct by the policyholder or beneficiary.
- The indemnity is not due as long as:
 - the lawful recipient of the insurance benefit has not been clearly established;

- the police or the investigating authorities are investigating circumstances in connection with the event;
 - criminal proceedings against the policyholder or beneficiary are still in progress.
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A14.2 Assertion of rights of recourse
The policyholder assigns all claims for damages vis-à-vis third parties to AXA. If requested by AXA, the policyholder must sign a declaration of assignment. This assignment comes into effect as soon as AXA has fulfilled its obligation to indemnify.
AXA can demand that the policyholder asserts the rights of recourse in its own name. AXA will bear the costs. AXA is entitled to appoint and instruct the policyholder's lawyer.

A14.3 Limitation
Claims asserted under this insurance contract become time-barred two years after the occurrence of the circumstance on which the obligation to indemnify is based.

A15 Waiver of defense against gross negligence

AXA waives its right under Art. 14 para. 2 of the Federal Act on Insurance Contracts (ICA) to reduce its benefits if the event was caused by the insured through gross negligence. However, AXA will reduce its benefits:

- in case of losses or damage related to the effects of alcohol, drugs or medication;
 - in case of breach of the hazardous goods regulations;
 - if such waiver is barred by applicable statutory provisions.
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A16 Applicable law and place of jurisdiction

A16.1 Applicable law
This insurance contract is governed by material Swiss law; for policyholders resident in or having their registered office in the Principality of Liechtenstein, it is governed by material Liechtenstein law.

A16.2 Place of jurisdiction
Disputes arising from this insurance contract must be brought before the ordinary Swiss courts; in the case of policyholders resident or having their registered office in the Principality of Liechtenstein, the matter must be brought before the ordinary Liechtenstein courts, unless the law prescribes another place of jurisdiction.

A16.3 Relationship to the Federal Act on Insurance Contracts (ICA)
The following articles of the Federal Act on Insurance Contracts of April 2, 1908 do not apply: Arts. 2, 6, 14 para. 3, 38, 42, 46, 47, 49, 50, 64 paras. 1–4 and 72 para. 3. The other provisions of the ICA apply only to the extent that terms of the policy do not deviate from them.

A17 Sanctions

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

Part B

Transportation liabilities

B1 Carrier's liability

B1.1 Scope of application

The insurance applies to carriers who transport goods by road or by combined transport (road/rail/ferry):

- in accordance with the provisions regarding the freight contract stipulated by the Swiss Code of Obligations (SCO) or in accordance with foreign law regarding the freight contract, or
- in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR)

B1.2 Insured risk and insured liability

The insurance covers the statutory or contractual liability of the policyholder as the carrier in connection with shipments of goods of all sorts which are undertaken with the policyholder's vehicles. It applies to:

- loss of or damage to the goods;
- failure to deliver by the delivery deadline;
- damage that does not directly affect the goods.

In case of cross-border transportation, insurance of a special interest in the shipment (Art. 26, CMR) – if stipulated in the consignment note – may be agreed on a case-by-case basis prior to the commencement of the risk, and against payment of an additional premium. However, this additional coverage is limited to 20% of the indemnifiable value of the goods.

The insurance also covers the policyholder's liability for ancillary services directly related to the carriage of the goods, such as short-term storage, customs clearance, weighing, packing, repacking, drawing samples and processing COD charges, and also for losses/damage which do not directly affect the goods.

Furthermore, the insurance covers the statutory or contractual liability of the policyholder in connection with manipulations and relocations of goods of all types, even if these activities are not directly related to a freight order.

B1.3 Involvement of third parties

The insurance covers claims brought against the policyholder for damage caused by employees of other companies or self-employed professionals such as subcontractors. This applies if the policyholder has engaged these parties as auxiliaries.

The insurance does not cover the personal liability of these companies and self-employed professionals.

B1.4 Beginning and end of the insurance

The insurance begins when the goods are accepted by the carrier and ends on delivery to the recipient, but at the latest 30 days after the arrival of the vehicle.

B1.5 Stopovers

For storage before, during and after transportation, the insurance is valid for up to 30 days in each case.

B2 Warehouse operator's liability

B2.1 Scope of application

The insurance is applicable to warehouse operators whose activities are regulated in the latest version of the General Conditions of the Swiss Freight Forwarding and Logistics Association (GC SPEDLOGSWISS Storage). If the applicability of these Conditions was not agreed, the relevant provisions of the Swiss Code of Obligations will apply.

B2.2 Insured risk and insured liability

The insurance covers the statutory or contractual liability of the policyholder as a warehouse operator that arises from consignment and storage transactions for goods of all types.

B3 Forwarding agent's liability

B3.1 Scope of application

The insurance is applicable to forwarding agents whose activities are regulated in the latest version of the General Conditions of the Swiss Freight Forwarding and Logistics Association (GC SPEDLOGSWISS). If the applicability of these Conditions was not agreed, the relevant provisions of the Swiss Code of Obligations will apply.

B3.2 Insured risk and insured liability

The insurance covers the statutory or contractual liability of the policyholder vis-à-vis its customers for property damage and financial loss. Coverage applies solely to the forwarding agent's activities as:

- intermediary, for purely intermediary activities;
- carrier when issuing a transport document of its own containing a delivery obligation. The insurance covers claims in connection with loss of and damage to the goods, and in case of failure to deliver by the delivery deadline, on the basis of transport documents with a delivery obligation issued by the carrier and approved by AXA in advance.
- Providers of additional services such as processing of COD charges, weighing, customs clearance and logistics transactions, etc. Claims arising from these services are insured up to the limits stated in the policy.

The insurance also covers claims relating to customs and excise duties advanced directly by the European authorities vis-à-vis the policyholder, up to the limits stated in the policy.

B4 Common provisions for transportation liabilities

B4.1 Indemnities

The sum insured is applicable per means of transportation (towing vehicle with or without trailer) or per loss event, and it constitutes the maximum total of indemnity including costs.

B4.2 Insured costs and expenses
In the event of actual or imminent insured loss/damage, AXA covers the costs of:

- intervention by AXA's authorized representatives;
- prevention or minimization of the loss;
- defense against unjustified claims;
- recovery, destruction or disposal of the damaged goods.

If another insurance covers the costs, AXA only indemnifies subsidiarily. The insurance does not cover costs incurred due to preventing or eliminating environmental damage, in particular air, water or soil pollution.

The insurance also covers general average contributions that apply to the loaded vehicles in accordance with a legally valid average statement.

AXA also advances the general average contributions that the policyholder pays for the vehicles' loads in order to avoid delays to the continuation of the transportation. The policyholder is obligated to deliver the load only if the general average contributions have been paid proportionately, or if the customer or recipient and/or their transportation insurer has provided appropriate securities. The payments or securities received must be passed on to AXA. Failure by the insured to meet this obligation releases AXA from its obligation to indemnify in accordance with A9.1.

B4.3 Exclusions

B4.3.1 The insurance does not cover the consequences of:

- intentional misconduct on the part of the policyholder, the parties contracted to drive or accompany the vehicle, or the subcontracted carrier. AXA nevertheless pays the full insurance benefit if the policyholder proves that it exercised all due diligence required by the circumstances in order to prevent loss/damage caused by the aforementioned parties;
- deliberate and intentional incorrect declarations;
- deliberate breaches of import, export or transit provisions and of foreign exchange and customs provisions;
- war, warlike occurrences such as the occupation of foreign territories, border incidents, civil war, revolution and rebellion, and also preparations for war or measures of war;
- explosions or other effects of mines, torpedoes, bombs or other engines of war;
- seizure, removal or detainment by a government, an authority or a power;
- strikes, lockouts and civil unrest;
- terrorism;
- nuclear energy and radioactivity, with the exception of damage due to radioisotopes and systems for producing ionizing radiation, e.g. for medical purposes.

B4.3.2 Furthermore, the insurance does not cover:

- penalties and fines of all types;
- damage in warehouses due to fire, events caused by natural forces, water or burglary. However, this exclusion does not apply to recourse claims;
- claims arising from guarantees of delivery periods which are not explicitly agreed with AXA.

B4.3.3 Bodily injuries
The insurance does not cover claims arising from bodily injuries.

B4.3.4 Use of unsuitable vehicles
AXA is released from all obligations to indemnify if the goods are transported on unsuitable vehicles with the policyholder's knowledge.

B4.3.5 The insurance does not cover claims arising from the transportation or storage of the following items:

- securities and deeds of any kind;
- precious metals (unprocessed, in the form of bullion bars or coins), whose value at minimum equals that of silver;
- coins in circulation made of non-precious metals;
- banknotes;
- jewelry, watches, genuine pearls, precious stones and other gems;
- artworks and objects of collector's value with an individual value of over CHF 50 000;
- live animals.

This provision also applies if the freight or stored goods are designated collectively, for example as "Goods of all kinds".

B4.4 Contractually assumed liability

The insurance does not cover claims arising from a contractually assumed liability that goes beyond liability in law. If the policyholder agrees contractual liability with the customer in excess of the extent stipulated by law, this must be included in the insurance in the form of a special agreement. This inclusion must take place before the commencement of the risk and it entails an increase in the premium.

Part C

Handling aids and equipment

C1 Scope of insurance

Own and third-party handling aids and equipment that are themselves transported and/or used and which are not permanently connected to the vehicle are insured against loss and damage.

C2 Exclusions

The insurance does not cover damage due to wear and tear, chipping, scratching, scraping or abrasion.

C3 Indemnities

In case of a total loss, AXA pays the present value, subject to a maximum limit of the original purchase price. In case of damage, AXA pays for the replacement of the part(s) or the repair. The handling aids and equipment must be repaired in an appropriate location where the cost is lowest. Any transportation costs must be included for this purpose.

If it is cheaper for AXA to replace damaged parts than to repair them, or if parts have been lost, AXA pays the value of the parts to be replaced and the costs of replacing said parts. AXA's indemnity is limited to the present value.

Part D

Transported belongings

D1 Scope of insurance

The insurance covers personal property, as well as business documents, professional tools and apparatus of all types that are carried along or carried on the body during business trips. The insurance covers loss and damage.

D2 Exclusions

The insurance does not cover:

- property left behind in a vehicle at night;
- loss or damage that cannot be attributed to a sudden external effect.

Furthermore, the insurance does not cover damage due to:

- leaving items behind, misplacing or losing items;
- temperature- and weather-related influences;
- wear and tear.

D3 Indemnities

In case of a total loss, AXA pays the replacement cost of an equivalent or similar new item at the time of the loss. AXA covers the cost of the repair of damaged property. In case of theft or robbery of monetary assets, AXA pays no more than the maximum amount stated in the policy. If identity documents, driver's licenses and keys are lost or damaged, AXA covers the costs of replacement as the maximum.

Part E Claims

E1 Deductible

The policyholder must pay the deductible shown in the policy for each loss event. The deductible is subtracted from the calculated damage. E6 is reserved.

E2 Notification of claims and information obligations

If an event occurs with consequences that are likely to involve the insurance, the policyholder must inform AXA without delay. The policyholder is obligated to assist AXA with establishing the circumstances and with defending against unjustified claims, and must follow AXA's instructions. In addition, the policyholder must take immediate action to limit the loss and to protect and salvage the affected items of property. AXA may also intervene itself. In case of a traffic accident or theft, the policyholder must inform the police immediately and request a fact-finding report. At all times, and at its own cost, the policyholder must inform AXA about all facts relating to the loss event and must hand over the available materials. "Materials" refers to correspondence, data, documents (invoices, bills of lading, police reports, general average certificates, fact-finding reports, experts' reports, etc.), items of evidence, official and court documents such as summonses, rulings, notifications and judgments, etc. The policyholder must also, of its own accord, forward all additional information about the loss event and any steps taken by the claimant to AXA.

E3 Claims handling

E3.1 Assumption of claims handling

AXA will handle all claims, provided that the amount in question exceeds the deductible. It may conduct negotiations directly with the claimant as the representative of the policyholder and by agreement with the latter. AXA's settlement of the claimant's claims is binding on the insured. AXA is authorized to pay compensation to the claimant directly, without subtracting any deductible that may apply. In this case, the policyholder must reimburse the contractually agreed deductible to AXA. AXA is under no obligation to accept damaged goods. If no agreement is reached with the claimant and the latter takes legal action, AXA will appoint an attorney and manage the proceedings. Any compensation for proceedings and counterparty's legal expenses awarded to the insured are passed on to AXA in the amount of its benefits. Indemnification for personal efforts and expenses of the insured are excluded.

E3.2 Obligations of the insured

The insured may not, without AXA's consent, carry out any direct negotiations with the claimant, recognize any claims, reach any settlement, pay any compensation, or assign any entitlements arising from the insurance. In addition, the insured must assist AXA in handling the claim, in particular in investigating the circumstances and damage and in defending against claims.

E4 Securing rights of recourse

Rights vis-à-vis third parties who can be held liable for the damage must be secured.

E5 Establishment of liability

If the policyholder's liability for a loss is unclear, AXA may, at its expense, require that the case is settled in court between the policyholder and the claimant. AXA may order measures to establish, reduce or prevent a loss, or to safeguard or assert the rights of recourse. This does not, however, mean that AXA recognizes the loss.

E6 Crisis communication (PR costs)

If the policyholder faces the threat of critical media reporting due to a loss event that is likely to be insured according to these GIC, AXA will reimburse expenditure on the immediate prevention or mitigation of potential reputational damage. AXA shall 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. For costs in connection with crisis communication, no deductible applies.

Part F Definitions

F1 Carrier

A carrier is a party who transports goods on a commercial basis in return for payment.

F2 Warehouse operator

A warehouse operator is a party who stores goods on a commercial basis in return for payment.

F3 Forwarding agent

A forwarding agent is a party who ships or forwards goods on a commercial basis in return for payment.

F4 Handling aids and equipment

Handling aids are defined as:

- pallets;
- pallet cages;
- boxes and crates;
- storage boxes;
- lashing straps, lashing chains, etc.

Handling equipment is defined as:

- lift trucks of all types;
- hand pallet trucks;
- platform trucks;
- mobile scissor lifting tables.

F5 Lockout, civil unrest, terrorism

- Lockout is defined as the temporary release of employees from their obligation to work by an employer in a labor dispute, without continued payment of salary.
- Civil unrest is defined as violent or malicious acts committed during unlawful assemblies, riots or commotions caused by mobs and any related plundering.
- Terrorism is defined as any act or threat of violence to achieve political, religious, ethnic, ideological or similar aims. The act or threat of violence is intended to spread fear or alarm among the population or parts of the population or to influence a government or governmental institution.

F6 Burglary

Burglary refers to loss or damage that can be proven conclusively on the basis of evidence, witnesses or circumstances. This also includes thefts by perpetrators who enter a building or room thereof by force, or break open a locked container therein. Site accommodation and containers are deemed to be the same as buildings. Theft through access using the correct keys, magnetic cards etc. or codes is deemed to be the same as burglary, provided that the perpetrator appropriated them by way of burglary or robbery.

F7 Monetary assets

These include 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.

F8 Bodily injury

Bodily injury refers to death, physical injury or other impairments to the health of individuals, including any resulting loss of assets or earnings.

F9 Property damage

Property damage refers to the destruction of, damage to or loss of movable and immovable property, including any resultant loss of assets or earnings incurred by the claimant.

Death, injury and other impairments to the health of animals, and their loss, are deemed to be property damage. Functional but immaterial impairment of property does not constitute property damage.

F10 Loss prevention costs

This refers to costs incurred due to loss prevention measures.

Loss prevention measures include any appropriate immediate measures taken to avoid the occurrence of an imminent insured loss.

F11 Financial loss

Financial loss is a loss quantifiable in monetary terms which is not attributable to any property damage or bodily injury sustained by the claimant.

F12 Insureds

F12.1 Policyholder

A policyholder is a natural person or legal entity, partnership, corporation or institution designated 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 rights and obligations.

"Companies also covered by the insurance" as listed in the policy (such as subsidiaries) are also deemed to be policyholders.

F12.2 Policyholder's representatives

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

F12.3 Employees and auxiliaries

These terms denote the employees and other auxiliaries of the policyholder in connection with their activities for the insured company. Persons as defined in B1.3 are not included in this category.

F13 Insurance year

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 next annual premium is due.

Part G

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 claims adjusters, information on claims experience from the previous insurer, etc.), stored in the policy dossiers;
- contract information (contract term, insured risks and indemnities, etc.), stored in contract administration systems such as physical policy dossiers and electronic risk databases;
- payment information (dates of premium payments, outstanding amounts, reminders, credit balances, etc.), stored in debt collection databases;
- any available claims information (claim notifications, investigation reports, invoices, etc.), stored in physical claims dossiers 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.

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 vis-à-vis 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, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to the following data:

1. master data;
2. basic contract data;
3. claims summary;
4. customer profiles.

This data is also used for marketing purposes; advertisements may be sent to the policyholder. Persons 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/schadenmeldung

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General-Guisan-Strasse 40
P.O. Box 357
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[AXA Insurance Ltd.](http://www.axa.ch)

www.axa.ch
www.myaxa.ch (customer portal)