



General Insurance Conditions (GC)

# Aviation Insurance

Version 10.2021

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# Key Points at a Glance

This overview provides you with information about the key content of the insurance contract in accordance with Article 3 of the Federal Act on Insurance Contracts (ICA). The contracting parties' rights and obligations come into being on 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 stock corporation with registered office in Winterthur and a subsidiary of the AXA Group.

## What is insured?

- **Third-party liability insurance:** The insurance covers liability claims by third parties outside the aircraft (B1 GC). The risks and perils covered include, for example, bodily injury (injury or death of third parties) and property damage (damage to or destruction of property, land or buildings etc. caused by the insured aircraft).
- **Combined single limit coverage:** The insurance covers liability claims by third parties outside the aircraft and by passengers (B2 GC).
- **Accidental damage insurance:** The insurance covers damage to or theft or destruction of the aircraft mentioned in the offer or application (Part C GC). The risks and perils covered include, for example, collision, theft, damage caused by natural forces, natural hazards, glass breakage, fire, damage by martens and small animals.
- **Occupant accident coverage** for passengers and/or crew members (Part D GC): The risks and perils covered include, for example, physical injury, inhalation of gases/vapors, ingestion of corrosive substances, frostbite, heatstroke, sunstroke, impaired health caused by ultraviolet rays, drowning, suffocation.

Pursuant to the Insurance Contract Act, the

- liability and hull coverage, as well as the medical expenses included in occupant accident coverage, are forms of property and casualty insurance.
- daily hospital benefits, daily benefits, and disability and death lump sums included in occupant accident coverage are forms of fixed-sum insurance.

## What is not covered?

- **Third-party liability insurance**  
Under B1.5 GC, the insurance does not cover, among other things, claims
  - resulting from damage to the insured aircraft,
  - resulting from damage arising from the transportation of goods,
  - resulting from injury or loss suffered by occupants while using the insured aircraft,
  - by the operator and the liable insured,
  - resulting from flights conducted in order to commit a crime or felony,
  - arising from use of the aircraft without an officially prescribed license or permits;
- **Combined single limit coverage**  
Under B2.9 GC, the insurance does not cover, among other things, claims under third-party liability insurance. However, injury or loss suffered by passengers while using the insured aircraft is covered.

## Hull coverage

- Under C6 GC, the insurance does not cover, among other things,
- damage not caused by violent, accidental events (for example cracks, wear and tear, deterioration),
  - losses due to short circuits caused by wear and tear, deterioration, breakdown, etc.,
  - damage to the engine because of manipulation errors, overload or overheating.

## Occupant accident insurance

- Under D4 GC, the insurance does not cover, among other things, accidents
- involving crew members who use the insured aircraft without the licenses and permits required for themselves or for the insured aircraft,
  - involving passengers who knew or should have known that the crew or the insured aircraft did not have the prescribed licenses and permits.

## What benefits does AXA provide?

### Third-party liability

AXA indemnifies claims for bodily injury and property damage sustained by third parties and caused by the insured aircraft within the limit agreed in the policy (B1.3 GC). It defends against unjustified claims by third parties.

### Combined single limit coverage

AXA indemnifies claims for bodily injury and property damage sustained by third parties and passengers and caused by the insured aircraft within the limit agreed in the policy (B2.3 GC). It defends against unjustified claims by third parties and passengers.

### Hull

AXA indemnifies damage to the aircraft and its firmly attached components. In the event of a partial loss, AXA will indemnify the repair costs or in the event of a total loss will pay an indemnity up to a maximum of the agreed sum insured (C3 GC).

### Occupant accident coverage

The insurance covers accidents in connection with the lawful use of the insured aircraft. AXA 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 benefits and medical expenses) (D3 GC).

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

On conclusion of the insurance contract, the policyholder undertakes to pay the agreed premium. The premium is calculated based on the following data:

- Category of aircraft
- Sum insured
- Pilot qualifications
- Intended use
- Deductible
- Number of seats as specified in the technical files

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

The policyholder undertakes

- to notify AXA immediately if there is any increase or reduction in risk (A10.2 GC),
- to pay the premium shown in the policy on time (A5 GC),
- to notify AXA of any claim immediately (A11.1 GC),
- under no circumstances to recognize claims or culpability or make concessions.

As regards hull insurance, the prohibition on making changes in accordance with Art. 68 ICA applies.

### **When does the notice of claim need to be submitted?**

If an event occurs whose consequences are likely to affect the insurance, the policyholder must notify AXA immediately. This duty to notify also applies if police or official investigations are initiated as a result of such an event (A11.1 GC).

### **When does the insurance begin and end?**

The insurance begins on the date specified in the policy. AXA may reject the application up until the date on which it issues the policy or a definitive cover note. The insurance is valid for the period specified in the policy.

Unless the insurance contract is terminated on expiry, it is automatically renewed for one year at a time. If the insurance contract is concluded for less than one year, it expires on the date specified in the policy (A3 GC).

The insurance covers loss/damage caused during the term of the contract.

### **How to exercise the right of withdrawal**

The policyholder may withdraw from the contract with AXA within 14 days of their acceptance. This deadline will be met if AXA receives notice of withdrawal in writing or in another form of text (email, for example) by no later than the last day of the withdrawal period.

As a consequence of withdrawal, benefits already received must be paid back.

### **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 it. This period is extended to four weeks if a medical examination is required.

If AXA is in breach of the duty to provide information pursuant to the Liechtenstein Law on Insurance Contracts and the Liechtenstein Insurance Supervision Act, the policyholder has the right to withdraw during a four-week period from receipt of the policy. The responsible supervisory authority is the Swiss Financial Market Supervisory Authority FINMA, 3000 Bern.

### **What definitions apply?**

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

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

AXA uses data in compliance with the applicable statutory provisions. More information may be found at [AXA.ch/data-protection](https://www.axa.ch/data-protection).

# General Insurance Conditions (GC)

## Part A General Conditions of the Insurance Contract

### A1 Scope of the contract

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The policy specifies what cover has been concluded. The policy, these General Insurance Conditions (GC), any Supplementary Conditions (SC), the clauses listed and any Special Insurance Conditions (SIC) provide information about the scope of coverage.

The insurance covers events that occur during the contract term. The contract term is specified in the policy.

### A2 Scope of validity

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#### A2.1 Temporal and territorial scope

Coverage is valid for losses occurring during the contract term in accordance with the geographical limits defined in the policy.

#### A2.2 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,
- test, demonstration or ferry flights are undertaken by pilots of an aircraft maintenance, repairer, overhaul or sales organization,
- acceptance and control flights are carried out by pilots of the Federal Office of Civil Aviation (FOCA) or a corresponding foreign supervisory or statutory authority.

### A3 Term of the contract

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The insurance contract begins on the date specified in the policy. It is concluded for the term shown in the policy. On expiry, the contract is automatically renewed for one year at a time. A contract concluded for less than one year expires on the date specified in the policy. Any provisional insurance that may be in place ends once the policy is issued.

AXA may reject the application. Any provisional insurance that may be in place will expire three days following receipt of the notice of rejection by the person making the application (subject to the special provisions of aviation law). In this case, the applicant will owe the pro-rated premium for the policy period.

Third-party liability insurance cover commences on the date specified on the certificates of insurance. Insurance coverage for the other risks commences on the date specified in the policy or the written cover note.

Insurance coverages end when the insured aircraft is deregistered from the Governmental Aircraft Register.

### A4 Termination of the contract

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#### A4.1 Ordinary termination

Either contracting party may terminate the contract in writing or in another form of text (email, for example) up to three months prior to its expiry.

If the term of the contract is longer than three years, the parties may give notice in writing or another text form (email, for example) to terminate it at the end of the third year or of each subsequent year.

#### A4.2 Termination in the event of a claim

After a claim for which AXA provides benefits, the contract may be terminated as follows:

- by the policyholder, no later than 14 days after it has become aware of the indemnity payment, with cover ending 14 days after AXA receives the notice of termination;
- by AXA, at the latest when the benefit is paid out, with cover ending 14 days following receipt by the policyholder of the notice of termination.

#### A4.3 Termination in the event of an increase in risk

A10.2 applies.

#### A4.4 Termination in the event of multiple insurance

A12.2 applies.

#### A4.5 Termination by the policyholder in the event of an adjustment to the contract by AXA

A7.2 applies.

### A5 Premiums

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#### A5.1 Amount and due date of premium

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

#### A5.2 Premium refund

If the policyholder has paid the premium for a certain period in advance and the insurance contract is canceled for any reason before this period ends, AXA will refund the premium for the unused portion of the period of insurance and will no longer demand payment of any installments still due. This provision does not apply under the following circumstances:

- if the policyholder cancels the contract in the event of a partial loss within one year of taking out the policy,
- in the event of total loss of the aircraft.

AXA reserves the right to offset the premium against other claims arising from this contract.

## **A6 Surrender of certificate of airworthiness (suspension)**

Unless the policy provides otherwise, the policyholder will refrain from surrendering the certificate of airworthiness to the Federal Office of 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.

Instead of the suspension option, a usage discount is already applied to the premium for piston-engine aircraft and gliders (incl. motor gliders).

## **A7 Contract adjustment by AXA**

### **A7.1 Notification by AXA**

AXA may adjust the contract with effect from the following insurance year if there are changes to the following:

- premiums
- rules on deductibles
- indemnity limits for coverage of events caused by natural forces

Notification of a contract adjustment must reach the policyholder no later than 25 days prior to the start of the new insurance year.

### **A7.2 Termination by the policyholder**

The policyholder shall then have the right to terminate that part of the contract affected by the change, or the entire contract, at the end of the current insurance year. The scope of the contract then adjusts according to the policyholder's request when the insurance year ends. Notice of termination must reach AXA no later than on the last day of the current insurance year.

### **A7.3 Consent to an adjustment to the contract**

An adjustment to the contract is deemed to have been accepted if the policyholder does not give notice of termination.

## **A8 Foreign tax on insurance**

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

## **A9 Duty of care and other obligations**

### **A9.1 Duty of care and other obligations in the event of a claim**

A11 and C4 apply.

### **A9.2 Violation of obligations**

If an insured violates the obligations assumed under this contract or the Insurance Contract Act (ICA), or culpably fails to observe the notification obligations or rules of conduct, they will no longer be covered or AXA may reduce its indemnity. AXA will waive this option if the insured can show that the violation was not caused culpably, or that the loss would have occurred even if the obligations had been fulfilled.

## **A10 Duty to provide information**

### **A10.1 Communication with AXA**

The policyholder or insured must address all communications to the responsible branch office or registered office of AXA.

### **A10.2 Increase or reduction in risk**

The policyholder must notify AXA immediately if any information in the policy or application no longer applies. The policyholder must inform AXA in writing or in another form of text (email, for example) immediately in the event of any change in circumstances relating to the contract that is significant for assessing the risk. Failure to report an increase in risk will result in AXA no longer being bound by the contract from the point in time when the increase in risk has occurred. Significant changes in circumstances include the following:

- Change in the purpose of use
- Change of aircraft
- Change of pilot qualifications or their licenses
- Change of the insurance values
- Restrictions imposed by the Federal Office of Civil Aviation (FOCA) or a foreign supervisory or statutory authority
- Extraordinary flights and uses (in particular intercontinental flights, glacier landings, water landings, competition flights, long-term stationing outside Europe, etc.)

AXA remains bound by the contract if the reason for the occurrence or scale of the loss is unrelated to the increase in risk.

If the policyholder has duly reported the increase in risk, the increase in risk is covered. However, within 14 days of receiving such notification, AXA is entitled to terminate the policy, subject to two weeks' notice. Any additional premium due is owed from the date on which the increase in risk occurs onward. If the risk is reduced, AXA will reduce the premium accordingly.

### **A10.3 Loss event**

A11.1 applies.

### **A10.4 Contract adjustment by AXA**

A7 applies.

### **A10.5 Multiple insurance**

A12 applies.

### **A10.6 Termination of the contract**

A4 applies.

## **A11 Loss event**

### **A11.1 Notification of claim**

If an event occurs whose consequences are likely to affect the insurance, the policyholder must notify AXA immediately. This duty to notify also applies if police or official investigations are initiated because of such an event.

### **A11.2 Liability insurance**

AXA will negotiate with the claimant in its name or as a representative of the insured. The insured or policyholder is not permitted to acknowledge any claims by or

make any payments to the claimant. AXA will handle any subsequent proceedings conducted under civil law. The settlement of claims agreed by AXA is binding on the insured.

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#### **A11.3 Hull insurance**

Orders for repairs may be issued only with AXA's consent. A cost estimate must be submitted first. In urgent cases, repairs can be made without AXA's prior consent, provided they are not expected to exceed CHF 3,000.

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#### **A11.4 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 vis-à-vis AXA from his or her 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.

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#### **A11.5 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).

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### **A12 Multiple insurance**

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#### **A12.1 Duty to notify**

AXA must be informed immediately if additional insurance contracts are in place for the same insured property, the same risk, and the same period, or if such contracts are concluded.

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#### **A12.2 Termination**

AXA may terminate the insurance within 14 days of notification of multiple insurance. The contract expires four weeks following receipt by the policyholder of the notice of termination.

If the policyholder has inadvertently taken out multiple insurance, they may terminate the later policy. This must occur within four weeks of discovering the multiple insurance. Notice of termination must be sent to AXA in writing or another text form (email, for example). The contract ends when notice of termination reaches AXA.

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### **A13 Principality of Liechtenstein**

If the policyholder is resident or has their registered office in the Principality of Liechtenstein, the references to provisions of Swiss law contained in the insurance contract documents shall be construed as referring to the corresponding provisions of Liechtenstein law.

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### **A14 Applicable law and place of jurisdiction**

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#### **A14.1 Applicable law**

This contract is subject to Swiss law. Where insurance contracts are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence if they differ from these GC.

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#### **A14.2 Place of jurisdiction**

The ordinary courts of Switzerland and, in the case of policyholders having their domicile or registered office in the Principality of Liechtenstein, the ordinary courts of Liechtenstein have exclusive jurisdiction over any disputes arising out of or in connection with the insurance contract, including lawsuits filed by insureds or third parties for indemnity for liability claims.

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### **A15 Sanctions**

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.

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.

The provisions of clause AVN111 also apply ([AXA.ch/doc/afvad](http://AXA.ch/doc/afvad)).

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### **A16 Special provisions of aviation law in connection with liability coverage**

The following applies up to the mandatory sum insured: 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. The minimum amounts of insurance specified in Special Drawing Rights (SDR) in the insurance certificate are binding upon AXA.

If the insurance contract ends

- during the flight, cover 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 canceled or proof of new cover is produced, at the most for 15 days after the Federal Office of Civil Aviation (FOCA) has been notified of the termination of the contract. The revocation date is the date on which the revocation order becomes legally binding.

Injured third parties on the ground are subject to exclusions only as permitted under Swiss aviation law or the equivalent foreign law.

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 the Federal Office of Civil Aviation (FOCA) about the end of the contract. The withdrawal or revocation date is the date on which the corresponding order becomes legally binding. The right of recovery in accordance with A11.5 is reserved.

# Part B

## Liability Insurance

### B1 Third party liability insurance (coverage of liability claims brought by third parties outside the insured aircraft)

#### B1.1 Cover

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. This relates to bodily injury (death or injury of persons) and property damage (damage or destruction of property).

The insurance covers:

- damage occurring during operation of the insured aircraft,
- accidents caused by the aircraft or caused by its own power when it is not in operation,
- during rescue operations after an accident involving the aircraft. The use of an emergency parachute is deemed to be the same as the use of the aircraft,
- loss prevention costs incurred by the insured in the event of the imminent threat of an insured loss occurring,
- claims caused by the use of or inability to use software (in accordance with clause LMA5450; [AXA.ch/doc/agwnz](#)).

#### B1.2 Insureds

The insurance covers:

- the operator, owner, and any persons assuming responsibility on their behalf,
- the crew members,
- persons controlling model aircraft and drones.

#### B1.3 Insurance benefits

Within the limits of the sums insured under the policy, AXA pays justified claims and defends against unjustified claims.

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 B1.3 para. 3). The sum of all losses or damage resulting from the same cause is deemed to be a single event, regardless of the number of claimants.

In Europe, the sum insured prescribed by the country in which the flight takes place applies, if it is larger than the sum specified in the policy. If an unlimited sum insured is required, the amount specified in the policy applies.

For losses caused by noise, vibration etc., the indemnity is limited to the mandatory sums insured under the Civil Aviation Ordinance (CAO), even if the sum insured specified in the policy is larger.

For losses caused by environmental impairment etc., the indemnity is limited to the mandatory sums insured under the Civil Aviation Ordinance (CAO), even if the sum insured specified in the policy is larger. This applies to losses caused directly or indirectly by contamination or pollution of any kind, electrical or electromagnetic interference or impaired use of property etc. This restriction

does not apply if environmental impairment is the cause or consequence of a crash, fire, explosion, collision or recorded emergency necessitating abnormal flight operations.

Loss or damage resulting from acts of war or terror, hijacking, 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 CAO). This applies to aircraft with a maximum take-off weight of less than 2700 kg. This coverage does not apply to aircraft with a take-off weight of 2700 kg or more, or to helicopters, jets or turboprop aircraft. In derogation of B1.3 para. 2, AXA's indemnity for one or more loss events is limited to the sum insured specified in the policy (single aggregate) for each insurance year.

#### B1.4 Deductible

Unless the contract provides otherwise, no deductibles are applicable.

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. In the case of drones and model aircraft, the deductible is set at CHF 200 per loss event.

#### B1.5 Restrictions to the scope of insurance (exclusions)

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

- by insureds. This does not apply to bodily injury in different aircraft insured under the same policy,
- by occupants for injury and loss sustained while using the insured aircraft,
- arising from damage to the insured aircraft,
- arising from damage to property that is inside or attached to the insured aircraft (incl. slung cargo),
- arising from the use of sprays and the carriage of chemicals for this purpose,
- if the insured aircraft is used 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 insureds,
- 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 (in accordance with clause AVN38B; [AXA.ch/doc/afp8m](#)),
- arising from damage caused by noise and other emissions (in accordance with clause AVN46B; [AXA.ch/doc/afp1t](#)). Coverage for noise and environmental harm as defined in B1.3 para. 4 and B1.3 para. 5 is reserved,
- as a consequence of war, confiscation, hijacking and similar acts of violence (in accordance with clause AVN48B; [AXA.ch/doc/afp5a](#)). This is subject to B1.3, para. 6,



- arising from damage in connection with date recognition (in accordance with clause AVN2000A; [AXA.ch/doc/afqax](#)),
- arising from damage directly or indirectly attributable to or associated with asbestos or materials containing asbestos (in accordance with clause AGM2488; [AXA.ch/doc/afqda](#)),
- arising from pure financial loss,
- arising from loss or damage resulting from the transportation of goods,
- arising from losses involving data incidents (in accordance with clause AVN124; [AXA.ch/doc/afu96](#)).

## **B2 Combined single limit coverage (insurance of liability claims brought by third parties and passengers)**

### **B2.1 Cover**

Supplementing third-party liability coverage (B1), the insurance also covers claims for damages brought by passengers against insureds based on statutory liability provisions. The claims for damages are a consequence of:

- bodily injury (death or injury of persons),
- loss due to delay (delayed transportation of passengers or their checked luggage on board the aircraft or otherwise in the carrier's custody),
- property damage (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).

The insurance covers bodily injury and property damage in the following situations:

- damage or injury occurring during the operation of the insured aircraft,
- accidents occurring in connection with the insured aircraft while it is not in operation, namely while passengers are boarding or exiting the aircraft and during the opening and closing of movable components of the aircraft,
- during rescue operations after an accident involving the aircraft.

### **B2.2 Insureds**

Supplementing B1.2, the insurance covers

- air carriers and persons responsible on their behalf.

### **B2.3 Insurance benefits**

Within the limits of the sums insured under the policy, AXA pays justified claims and defends against unjustified claims.

The maximum amount AXA will pay per event and per passenger carried is the sum insured specified in the policy. AXA's indemnities include interest, lawyer's fees, costs for expert opinions, court costs and counterparty's legal expenses. The total of all losses resulting from the same cause is deemed to be a single event. The Montreal Convention (MC), the Civil Aviation Ordinance (CAO) and the Air Transport Ordinance (ATO) serve as the basis for indemnification.

In the event of an accident resulting in death or injury, AXA will pay an advance in accordance with Art.15 of the ATO, which will be paid within 15 days of identification of the natural persons eligible for compensation.

For claims arising from delayed carriage of persons, the sum insured per passenger is limited in accordance with Art. 10 para. 2 point a ATO.

In accordance with Art. 8 and Art. 10 para. 2 point b ATO, the sum insured for claims arising from damaged or delayed accompanied luggage is limited to a maximum of CHF 5,000 per passenger.

The sum insured for claims arising from damaged or delayed goods carried is limited in accordance with Art. 9 and Art. 10 para. 2 point c ATO.

The legally required sum insured is calculated on the basis of the official registration data of the country that tested the aircraft's airworthiness. If there are more passengers than insured seats in an aircraft, AXA will reduce the indemnity in the ratio of the number of insured seats to the number of passengers. AXA will waive the reduction if up to half the seats are each occupied by a maximum of two children aged 12 years or younger, or by one adult accompanied by a child under two.

The insurance includes cover up to the minimum sum insured for loss or damage arising from acts of war or terror, hijacking, sabotage, unlawful seizure of the insured aircraft, and insurrection (in accordance with Art. 132a CAO). This applies to aircraft with a maximum take-off weight of less than 2700 kg. This coverage does not apply to aircraft with a take-off weight of 2700 kg or more, or to helicopters, jets or turboprop aircraft. In derogation of B2.3 para. 2, AXA's indemnity for one or more loss events is limited to the sum insured specified in the policy (single aggregate) for each insurance year.

### **B2.4 Indemnification of third-party claims**

AXA indemnifies claims brought by third parties outside the aircraft first and pays costs up to the guaranteed amount specified in the Civil Aviation Ordinance (CAO).

### **B2.5 Indemnification of passenger claims**

In all cases mentioned above, the minimum sum available for passenger claims is the difference between the sum insured in the policy and guaranteed amount specified by the Civil Aviation Ordinance (CAO).

### **B2.6 Offset against liability claims**

AXA will offset indemnification under its occupant accident policy against entitled parties' liability claims based on court rulings or out-of-court settlements, including compensation for pain and suffering.

### **B2.7 Deductible**

Unless the contract provides otherwise, no deductibles are applicable.

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.

### **B2.8 Passenger tickets**

The carrier and the other insureds must ensure that the tickets required by law and international agreements are issued to passengers on commercial flights or on private flights for which a fare is charged.

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**B2.9 Restrictions to the scope of insurance (exclusions)**

Subject to the special provisions of aviation law and in addition to B1.5, the insurance does not cover claims

- if the insured aircraft is used without the officially prescribed licenses and permits for crew members or the insured aircraft. This exclusion applies to passengers only if they were, or should have been, aware of this fact before commencing the flight,
- relating to 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.

# Part C

## Hull Coverage

### C1 Scope of insurance

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The insurance covers loss or damage to the insured aircraft occurring against the will of the policyholder or any other eligible persons. 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.

### C2 Cover

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The insurance covers accidental damage to the insured aircraft caused by sudden, unintentional and violent events. The insurance also covers the following risks to which the aircraft is exposed:

- **Immersion and sinking**
- **Unexpected overload of the aircraft's structure during flight**
- **Disappearance for more than 30 days**
- **Theft**  
Loss, damage or destruction as a result of actual or attempted robbery or misappropriation (but not fraud).
- **Natural forces**  
Loss or damage resulting directly from high water, flood, hurricane (i.e. a storm with speeds over 75 km/h), hail, avalanche, snow load, rock slide, falling rocks or landslide. This list is exhaustive.
- **Natural hazards**  
Loss or damage caused directly through icefall and snow slide, earthquakes triggered by tectonic processes and volcanic eruptions. This list is exhaustive.
- **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.
- **Fire**  
Damage caused by open fire, explosion, lightning and firefighting operations. Loss/damage to cables caused through cable fire (short circuit) is covered even if there is no open fire (excluding battery damage). Warranty claims against third parties are not covered.
- **Damage caused by martens and small animals**  
Damage caused by martens or small animals, in particular gnawing and consequential damage.
- **Software**  
Claims caused by the use of or inability to use software (in accordance with clause LMA5450; [AXA.ch/doc/agwnz](https://www.axa.ch/doc/agwnz)).

Damage to gliders (incl. motor gliders), microlight aircraft and balloons during transport in trailers designed for this purpose and during proper storage is insured.

#### Hull ground risk insurance

The same events as are covered under hull insurance, but on the ground only and without the intention of flight, including engine ground runs. Damage to gliders (incl. motor gliders), microlight aircraft and 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) or events on an active runway. Damage to balloons from the beginning of the inflation process to complete deflation is not insured.

### C3 Insurance benefits

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

Total loss is deemed to have occurred if the insurance benefits equal or exceed the sum insured. AXA is entitled, but not obliged, to make use of reusable parts for its own account, or it may deduct any residual value from the policyholder's indemnification. In the first case, the policyholder must make the aircraft, or any parts thereof as well as all associated documents, available to AXA at AXA's request. The policyholder must issue the declarations necessary for changing or transferring ownership, or authorize AXA to do so.

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

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

- 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 benefits proportionally with the partial loss.
- 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 needs to be disposed of in the event of a total loss, AXA will pay up to CHF 5,000.

AXA will reimburse any VAT actually incurred provided the policyholder is not entitled to deduction of input tax.

Indemnity for functional test flights after repairs is limited to 5% of the repair costs.

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.

If the repair has improved the condition of the aircraft or if servicing and maintenance has resulted in cost savings, this corresponding cost must be borne by the policyholder.

If an aircraft that is missing or has disappeared cannot be found for more than 30 days, AXA will pay the sum insured agreed in the policy. Once this payment has been made, ownership rights to the insured aircraft are transferred to AXA.

Unless otherwise stipulated in the policy or on the insurance certificate, AXA will transfer its indemnities to the policyholder.

## C4 Obligations in the event of a claim

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The policyholder must take all the necessary measures to clarify the circumstances and avoid any further losses. The policyholder must follow the instructions of AXA and of any experts it appoints to handle the claim. The policyholder must also give AXA access to the insured aircraft and all documents relating to it. AXA is entitled to remove parts of the damaged aircraft for test purposes.

AXA is entitled to obtain any information it considers useful from any third parties, or official or private agencies involved in investigating, testing and repairing the aircraft.

AXA or its appointed 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 imply any recognition of AXA's obligation to indemnify.

## C5 Extended coverage for powered aircraft

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After an emergency landing by a powered aircraft that does not result in damage for which indemnity is due, AXA will pay for the cost of the technical checks of the aircraft necessary to enable it to take off again from the emergency landing site. The checks must be carried out by a licensed maintenance company. In addition or alternatively, AXA will pay toward the cost of transportation to the nearest suitable take-off site and/or repair shop up to CHF 2,000.

If emergency services are called in as a preventive measure due to an emergency in flight or on the ground in connection with the insured aircraft, AXA will pay the costs up to CHF 2,000, even if no insured event occurs.

## C6 Exclusions

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

- losses resulting from the use of the insured aircraft without the required licenses and permits for crew members or the insured aircraft itself. However, AXA does have an obligation to indemnify the policyholder if the policyholder was unaware, had no intention, and was not culpable in the aircraft being used without the required licenses and permits;
- damage not caused by violent, accidental events such as fatigue, cracks, deformation, wear and tear, deterioration and other gradual damages,
- damage resulting from short circuits insofar as they are attributable to any type of gradual damage resulting from operation,

- engine damage due to manipulation errors, overload or overheating,
- engine damage due to the entry of foreign objects, resulting in a gradual deterioration in the condition or performance of the engine. This does not apply to damage from foreign objects entering the engine which results in sudden damage to or standstill of the engine;
- damage to engines due to the entry of foreign objects left in the engine or intake area which should have been noticed during the pre-flight inspection according to the aircraft flight manual (AFM),
- impairment of the value, appearance or performance of the aircraft,
- damage caused by a lack of protective measures when parking the aircraft in the open,
- damage caused due to lack or freezing of fluids (except in case of theft),
- damage due to faulty materials, construction defects, or other defects in the aircraft which were, or should have been, known to the policyholder,
- dismantled components with the exception of the main wings, horizontal stabilizers and rotor blades removed for transporting or storing the aircraft,
- damage due to maintenance or repair work on the aircraft performed by persons without the officially prescribed licenses or permits,
- damage as a result of 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 use for military purposes,
- damage as the result of acts of war or warlike events, strike, insurrection, civil commotion, acts of terror, violence or sabotage, seizure, hijacking or requisition,
- 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), microlight aircraft and balloons during transportation outside Europe,
- heat or scorch damage to hot-air balloons (operational damage).

## C7 Deductible

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Any deductible shown in the policy is payable by the policyholder per aircraft and per event for which AXA pays an indemnity.

The deductible does not apply in the event of a total loss, unless the policy provides otherwise.

If AXA pays for the cost of an emergency landing that does not result in any indemnifiable damage to the powered aircraft the indemnity will not apply.

For balloons, gliders (incl. motor gliders) and piston-engine aircraft, no deductible is charged in the event of damage due to natural hazards or natural events on the ground or in the event of theft.

## **C8 No-claims discount**

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If the policyholder does not make any claims during an insurance year, AXA grants a no-claims discount (excluding ground risk and war risk premiums). The no-claims discount is defined in the policy.

Unless the policy provides otherwise, the no-claims discount will already have been deducted from the premium.

In the event of a claim for which AXA is liable, any no-claims discount that has already been applied will be offset against the indemnity that AXA pays.

# Part D

## Occupant Accident Insurance

### D1 Cover

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The insurance covers accidents in connection with the lawful use of the insured aircraft.

Accidents are physical injuries as defined in the provisions of the Accident Insurance Act (AIA) in connection with the General Aspects of Social Security Law (GSSLA). Causality is established in accordance with the AIA.

The definition of an accident also includes

- involuntary inhalation of gases and vapors and the accidental ingestion of toxic or corrosive substances,
- frostbite, heatstroke, sunstroke and impaired health caused by ultraviolet radiation, excluding sunburn,
- drowning, suffocation

The insurance also covers accidents

- during boarding and disembarkation,
- while operating the aircraft on the ground,
- while parachuting as an emergency measure,
- as the consequence of an emergency landing.
- claims caused by the use of or inability to use software (in accordance with clause LMA5450; [AXA.ch/doc/agwnz](https://www.axa.ch/doc/agwnz)).

The indemnity is reduced commensurately if the health impairment or death was caused only in part by the accident.

### D2 Insureds

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The insurance covers the number of passengers and crew members specified in the policy.

If the number of passengers or crew members on board the aircraft exceeds the number specified in the policy, AXA will reduce its indemnity in proportion to the ratio of the registered number to the actual number of insured passengers and/or crew members. This provision does not apply if the number of crew members on board the aircraft exceeds the number specified in the policy in the context of a flight training exercise.

The reduction does not apply if up to half the seats are each occupied by a maximum of two children aged 12 years or younger, or by an adult accompanied by a child under two.

### D3 Insurance benefits

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AXA pays the indemnity defined in the policy per passenger and crew member. AXA will offset compensation for accidents under this policy against eligible claimants' liability claims as established by a court or in an out-of-court settlement, including compensation for pain and suffering.

#### Death

AXA pays the benefits for the insured

- to the spouse or registered partner,
- in the absence of a spouse or registered partner, to the children whom the insured supported fully or partially,
- in the absence of such children, to other persons for whom the insured was the primary source of support,
- in the absence of such persons, to the heirs entitled to the estate,
- in the absence of such heirs, to the parents,
- in the absence of parents, to the siblings or their descendants.

In the absence of these persons, AXA will pay funeral expenses up to the amount of the insured death lump sum.

The death lump sum is increased by 50 % if the insured has at least one child under the age of 20 who is entitled to inherit.

#### Disability

If the accident is expected to lead to permanent disability, AXA pays the percentage corresponding to the degree of disability. The degree of disability is defined in accordance with the provisions of the Accident Insurance Act (AIA) on assessing physical and mental impairment.

If several body parts have been affected by the accident, the percentages are added together. However, the degree of disability can never exceed 100 %.

If the insured was already disabled before the accident took place, AXA will pay the difference between the amount due for the previous degree of disability and the amount due for the overall degree of disability.

AXA will increase its indemnity by 50% if at least one child of the insured was under the age of 20 at the time of the accident.

#### Daily benefits

If the accident results in incapacity for work, AXA will pay the agreed daily benefits to the extent of the medically confirmed incapacity for work. These benefits are paid for a maximum of 730 days.

#### Daily hospital benefits

AXA pays the agreed daily hospital benefits for the duration of necessary stays in a hospital or at a spa. These benefits are paid for a maximum of 730 days.

## Medical expenses

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. For spa treatment this only applies in the case of 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.

AXA also assumes the cost of

- renting mobile medical devices,
- Initial purchase of prostheses, eyeglasses, hearing aids, and orthopedic 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.

Indemnity for medical expenses is limited to CHF 1,000,000 per person for a maximum of five years from the date of the accident.

AXA assumes the cost of search and rescue operations to recover the insured, up to CHF 30,000 per insured.

In addition, AXA pays the daily benefits provided for in the Accident Insurance Act (AIA) for living costs at a treatment center.

AXA does not cover medical expenses paid by a liable third party or its liability insurer, nor does it cover expenses that are already covered by a social insurance plan.

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. AXA does not cover medical expenses paid by a liable third party or its liability insurer.

## D4 Restrictions to the scope of insurance

The following accidents are excluded:

- involving crew members who use the insured aircraft without the licenses and permits required for themselves or for the insured aircraft,
- involving passengers who knew or should have known that the licenses and permits required for the crew members or for the insured aircraft were not in place,
- relating to 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,
- accidents as a consequence of war or unrest, without prejudice to the extensions of cover under D5,
- accidents resulting from the effects of ionizing radiation.

## D5 Extended coverage

The insurance covers accidents

- that occur while the insured's 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,
- during the insured's subsequent direct return to his or her place of residence or onward journey to his or her original destination.

In such cases, a policy will remain in effect beyond its expiration date for a maximum of one year after the date of the hijacking, parachute jump or emergency landing.

The exclusion provisions relating to war and civil commotion (D4) do not apply to accidents involving insureds

- on board the insured aircraft if the accident was caused by persons who were also on board or by hazardous substances smuggled onto the aircraft,
- occurring while the insured's 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, or during the insured's subsequent direct return to his or her place of residence or onward journey to his or her original destination. The time limit defined in D5 para. 1 also applies to this.

However, in the event of war

- involving Switzerland or a neighboring state, or
- between two of the following countries: the UK, the Russian Federation, the USA, the People's Republic of China, or between one of these countries and a European country,

D5 para. 2 will cease to apply 48 hours after the outbreak of hostilities. If, however, the restriction of the insured's personal freedom, the parachute jump or the emergency landing have already taken place, D5 para. 2 point 2 will only cease to apply one year later.

The extensions of coverage in accordance with D5, para. 1 and D5 para. 2 apply only on condition that the insured can be shown not to have participated in the events concerned either actively in person or by inciting others.

# Part E

## Definitions

### **Duty to notify (Violation of)**

The applicant's duty 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.

### **Exclusion**

Restriction of insurance coverage.

### **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. Trainee pilots operating dual controls are also deemed to be crew members.

### **Europe**

Europe refers to geographical Europe, including Turkey and Morocco.

### **Liability**

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

### **Occupants**

Crew members and passengers.

### **Hull**

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

### **Civil Aviation Act (CAA)**

Federal Act of December 21, 1948 on Civil Aviation (currently valid version).

### **Civil Aviation Ordinance (CAO)**

Ordinance of November 14, 1973 on Civil Aviation (currently valid version).

### **Air carrier**

An air carrier is responsible for transporting passengers, baggage or cargo in an aircraft. A licensed air carrier may do so against payment or free of charge.

### **Air Transport Ordinance (ATO)**

Ordinance of August 17, 2005 on air transport (currently valid version).

### **Montreal Convention (MC)**

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

### **Passengers**

Persons who, with the permission of the pilot or carrier, are in the insured aircraft and who are not crew members. Trainee pilots operating dual controls during an introductory flight are also deemed to be passengers, as are parachutists.

### **Foreign object damage (FOD)**

Engine damage due to the entry of foreign objects which is attributable to a specific, documented event and results in the immediate standstill or repair of the engine.

### **Deductible**

Share of the financial burden borne by the policyholder in the event of a claim. The deductible may be defined in the form of a percentage or a fixed amount.

### **Special drawing rights (SDR)**

Special drawing rights are a currency unit created by the International Monetary Fund (IMF) as a unit of account and payment. Their value is fixed daily on the basis of a basket of major international currencies (USD, EUR, JPY, GBP).

### **Due of care (Violation of)**

Culpable violation of obvious loss prevention rules.

### **Engine ground run**

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

### **Accident (in the sense of Part D)**

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

### **Accident Insurance Act (AIA)**

Federal Act of March 20, 1981 on Accident Insurance (currently 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).

### **Sum insured**

The sum insured is the maximum amount payable by the insurer if an insured event occurs.

### **Insurance Contract Act (ICA)**

Federal Act on Insurance Contracts of April 2, 1908 (currently valid version).

### **Delay**

Claims for damages as a result of delayed carriage by air of passengers, baggage or cargo apply solely in accordance with Art. 10 ATO.

### **Replacement value**

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

### **Equipment carried on board**

Items connected to the aircraft by a system designed for this purpose and that aid the conduct of a flight are referred to as equipment carried on board.





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