



General Insurance Conditions (GIC)

# **Liability insurance for businesses**

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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 Art. 3 of the Federal Act on Insurance Contracts (ICA). The rights and obligations of the contracting parties arise on conclusion of the insurance contract, in particular on the basis of the application, the policy, the contractual conditions and the 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?

The insurance covers claims for damages brought against *insureds* based on statutory liability provisions (B1.1 GIC).

The insurance covers statutory liability for *bodily injury* and *property damage* arising from:

- *Premises risk*: risks arising from the ownership or possession (renting or leasing, for example) of land, buildings, premises or facilities;
- *Operational and occupational risk*: risks arising from acts or omissions by *insureds* and through operational processes at and outside of the workplace;
- *Product risk*: risks arising from the manufacture and delivery of products as well as from trading in them;
- *Environmental risk*: risks to the environment arising from *facility, operational, occupational and product risks*.

This is a property and casualty insurance pursuant to the Insurance Contract Act.

## What is not covered?

The insurance does not cover, among others, claims:

- in connection with locations outside Switzerland and the Principality of Liechtenstein (B1.2 GIC);
- arising from loss or damage of the *policyholder* (B4.1 GIC);
- arising from the improper performance of contracts and breach of warranties (B4.2 GIC);
- based on any liability that goes beyond the scope of liability imposed by law (B4.3 GIC);
- arising from a statutory obligation to insure that has not been complied with (B4.4 GIC);
- arising from damage to property in care, custody and control or tenant damage (B4.5 GIC). The provisions of C9 to C14 GIC remain reserved;
- arising from damage to property caused by conducting or failing to conduct work on or in connection with this property, for example caused by being worked on or repaired (B4.6 GIC);
- in connection with gradual *environmental impairment and contaminated sites* (C1.1, C1.4.1 and C1.4.2 GIC).

## What benefits does AXA provide?

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

Benefits are limited to the sum insured or sublimit specified in the application or the policy – as a double aggregate per *insurance year* (D1.3.2 GIC).

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

The premium is set out in the application and in the policy. It is due on the first day of each *insurance year* (A4.1 GIC).

## What are the policyholder's main obligations?

Among other things, the *policyholder* must:

- eliminate, at its own cost, any dangerous condition that could lead to loss or damage (A6.1 GIC);
- immediately report in writing or in another form of text (e-mail, for example) any change in circumstances that is relevant for the purpose of evaluating risk (A8.1 GIC);
- ensure that the production, processing, collection, storage, etc. of environmentally hazardous materials complies with statutory provisions and government regulations (C1.5.1 GIC);
- immediately report the occurrence of any event whose consequences could affect the insurance (D3.1 GIC);
- at all times, deliver to or bring to the attention of AXA, without delay, all information, correspondence, data, documentation, evidence, as well as official and court documents that relate to a loss event (D3.2 GIC).

The *policyholder* may not, among other things, conduct any direct negotiations with the injured party, acknowledge any claims, reach any settlement, pay any compensation or assign any claims arising under the insurance (A9 and D4.2 GIC).

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

## When does the notice of loss need to be submitted?

If an event occurs whose consequences are likely to affect the insurance, the *policyholder* must inform AXA without delay. This duty to notify also applies if an *insured* is subjected to police investigation because of an event (D3.1 GIC).

## When does coverage begin and end?

Coverage commences 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 (A2 GIC).

Unless the insurance contract is terminated on expiry, it is automatically renewed for another year. If the insurance contract is concluded for less than one year, it expires on the date specified in the policy (A2 GIC).

## What loss or damage is insured in terms of time?

The insurance covers claims arising from loss or damage that occurs during the term of the contract (B2 GIC). In the event of the discontinuance of a business or in the event of the death of the *policyholder*, the insurance also covers loss or damage that was caused before the end of the contract, but that only arises after the end of the contract (B2.6 GIC).

If in amendment of the GIC, the date on which a claim is made is agreed in the policy as being the trigger, the following applies: The insurance covers claims that are made during the term of the contract. In the event of a business closure or in the event of the death of the *policyholder*, the insurance also covers loss or damage that is caused before the end of the contract, but only arises after the end of the contract.

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

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

On withdrawal, any benefits that have been received will have to 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 the application. 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 Insurance Contract Act or the Insurance Supervision Act of the Principality of Liechtenstein, the *policyholder* has the right to withdraw from the contract within four weeks of 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” and are shown in the GIC in italics.

**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/en/information/data-protection](https://www.axa.ch/en/information/data-protection).

# General Insurance Conditions (GIC)

## Part A General Provisions of the Insurance Contract

### A1 Scope of the contract

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The policy specifies what insurance coverage has been concluded. The policy, these General Insurance Conditions (GIC), any Supplementary Conditions (SC) and any Special Insurance Conditions (SIC) that may apply provide information about the scope of the insurance.

### A2 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 specified in the policy, after which it is automatically renewed for another year. If the contract is concluded for less than one year, it expires on the date specified in the policy. Any provisional insurance that may be in place expires once the policy is issued.

AXA may reject the application. Any provisional insurance that may be in place expires three days following receipt of the notice of rejection by the applicant. In this case, the applicant will owe the prorated premium for the period of coverage.

If the *policyholder* declares bankruptcy, the contract will remain in effect and the bankruptcy administrator is required to comply with it.

### A3 Termination of the contract

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#### A3.1 Ordinary termination

Either contracting party may terminate the contract in writing or in another form of text (e-mail, for example) as of the end of any *insurance year*, subject to compliance with a period of notice of three months (annual right of termination).

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

Following a loss event for which AXA provides indemnity, the contract may be terminated as follows:

- By the *policyholder*, no later than 14 days after they became aware of the indemnity payment, with coverage expiring 30 days following receipt by AXA of the notice of termination.
- By AXA, at the latest when the indemnity payment is made, with coverage expiring 30 days following receipt by the *policyholder* of the notice of termination.

#### A3.3 Termination in the event of an increase or decrease in risk

A8.2 to A8.4 shall apply.

### A4 Premiums

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#### A4.1 Premium amount and due date

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

#### A4.2 Premium calculation

The application or the policy specifies whether the premium is flat-rate or whether it is calculated at the end of each *insurance year* based on information reported (such as wages, sales).

### A5 Deductible

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D2 shall apply.

### A6 Duty of care and other obligations

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

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

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

Insurance coverage will lapse if the *policyholder* breaches one of the obligations that it is required to comply with (pursuant to C1.5, D4.2 and D4.3.3, for example) or breaches its duty to notify and to provide information (pursuant to D3, for example). Insurance coverage will not lapse, however, if the *policyholder* or *insured* proves that the breach did not have any effect on the occurrence of the insured event and the scope of the indemnity owed by AXA, or that the breach, under the circumstances, can be regarded as having occurred though no fault of their own.

#### A6.3 Duty of care and other obligations in the event of a claim

A9, C1.5, C12.3, C13.2, D1.4.3, D3, D4.2 and D4.3.3 shall apply.

### A7 Duty to provide information

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#### A7.1 Communication with AXA

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

<b>A7.2</b>	<b>Increase or decrease in risk</b> A8.1, A8.2.1, A8.3.1 and A8.4 shall apply.
<b>A7.3</b>	<b>Claims</b> D3 shall apply.
<b>A8</b>	<b>Increase or decrease in risk</b>
<b>A8.1</b>	<b>Change in material circumstances</b> The <i>policyholder</i> must notify AXA immediately in writing or in another form of text (e-mail, for example) by no later than the end of the <i>insurance year</i> of any change in circumstances that is relevant for the purpose of evaluating risk and was identified by the contracting partners when concluding the contract.
<b>A8.2</b>	<b>New risks</b>
A8.2.1	If a new risk that constitutes a significant increase in risk (due to changed or new activities, for example) is added, this new risk is also covered under the insurance within the scope of the remaining conditions of the contract (contingent insurance).
A8.2.2	AXA reserves the right, however, to recalculate the premium and revise the conditions for this risk retroactively to the date of its inclusion. The <i>policyholder</i> may terminate the contract within 30 days in writing or in another form of text (e-mail, for example) if no agreement can be reached on the new premium or the new conditions. AXA is entitled to the premium corresponding to the risk from date of inception to the date of expiry of the contingent insurance or the insurance contract.
A8.2.3	In addition, AXA reserves the right to do the following within 14 days following receipt of the notification with respect to the increase in risk: <ul style="list-style-type: none"> <li>• refuse to accept the new risk;</li> <li>• terminate the contract.</li> </ul> If AXA refuses to accept the new risk or terminates the contract, the contingent insurance and the contract will expire 30 days following receipt by the <i>policyholder</i> of the rejection or notice of termination in writing or in another form of text (e-mail, for example). In any case, AXA is entitled to the premium corresponding to the risk from date of inception to the date of expiry of the contingent insurance or the insurance contract.
A8.2.4	If the new risk is already covered under liability insurance which is obligated to indemnify the same loss or <i>serial loss</i> , B2.5 shall apply <i>mutatis mutandis</i> .
<b>A8.3</b>	<b>New companies</b>
A8.3.1	If the <i>policyholder</i> finds or acquires subsidiaries in which it has an interest of least a 50 % or an interest of 30-50 % with management control, these subsidiaries will also be considered to be <i>insureds</i> from the time of their foundation or acquisition, provided they are located in Switzerland or in the Principality of Liechtenstein (contingent insurance). The <i>policyholder</i> must notify AXA of the name, the legal domicile and the objects of the new subsidiaries.
A8.3.2	If the activities of the new subsidiaries differ from the activities of the <i>policyholder</i> as defined in the policy, A8.2.2–A8.2.4 apply <i>mutatis mutandis</i> .

<b>A8.4</b>	<b>Decrease in risk</b> In the event of a significant decrease in risk, the <i>policyholder</i> is entitled to terminate the contract in writing or in another form of text (e-mail, for example) by giving a period of notice of four weeks, or to request a reduction in premium. If the <i>policyholder</i> requests a reduction in premium, AXA will reduce the premium correspondingly from the date on which it receives notification from the <i>policyholder</i> . If the <i>policyholder</i> is not in agreement with the reduction in premium, it may terminate the contract in writing or in another form of text (e-mail, for example) within 30 days of receipt of notification of the new premium by giving a period of notice of four weeks.
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## A9 Assignment of claims

The *insured* does not have the right to assign claims under this insurance without the consent of AXA.

## A10 Principality of Liechtenstein

If the *policyholder* is domiciled in the Principality of Liechtenstein or if the *policyholder's* registered office is located in the Principality, the references to provisions of Swiss law contained in the insurance contract documents relate to the corresponding provisions of Liechtenstein law.

## A11 Applicable law and place of jurisdiction

### A11.1 Applicable law

This contract is subject to Swiss law. For contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence if they differ from these General Insurance Conditions (GIC).

### A11.2 Place of performance

Compensation paid to *insureds* or third parties under this contract is to be paid exclusively at the place of registered office of the *policyholder* or the place of registered office of AXA.

### A11.3 Place of jurisdiction

The ordinary courts of Switzerland and, in the case of *policyholders* having their place of 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.

## A12 Sanctions

Insurance coverage shall not apply insofar and as long as applicable legal economic, trade or financial sanctions inhibit indemnification under this contract.

## Part B

# Scope of Insurance – General Provisions

### B1 Insured risk and insured liability

#### B1.1 Insured liability, insured risk

The insurance covers claims for damages for *bodily injury* and *property damage* brought against *insureds* based on statutory liability provisions.

The insurance cover applies for operational and occupational activities and activities pursuant to the articles of association conducted by natural and legal persons, partnerships, corporate bodies or institutions within the scope of the *insured risk* indicated in the policy.

The insurance also covers claims for damages for *bodily injury* and *property damage* based on statutory liability provisions due to a *breach of information security* (including cyber events).

#### B1.2 Insured locations

The insurance covers all locations of the insured business in Switzerland and the Principality of Liechtenstein: places of business, branch offices, warehouses, etc.

The insurance **does not cover** locations of the insured business outside these two countries.

#### B1.3 Engagement of third parties

The insurance covers claims brought against the *policyholder* for loss or damage caused by companies or independent professionals (such as subcontractors) engaged as *auxiliaries* by the *policyholder*.

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

#### B1.4 Staff loaned or hired out

The insurance covers claims against the *policyholder* for loss or damage caused by persons loaned or hired out by the *policyholder* to a third party (lease of labor or services) in connection with the exercise of activities for this third party.

The insurance **does not cover** the liability of such third party as principal of the persons loaned or hired out for loss or damage caused by them.

### B2 Trigger

#### B2.1 Date of loss occurrence

The insurance covers claims arising from loss or damage that occurs during the term of the contract. If the date of the loss occurrence cannot be established with certainty, the date on which the loss was first discovered is decisive, regardless of who makes this discovery.

#### B2.2 Serial loss

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

#### B2.3 Occurrence of loss prevention costs

*Loss prevention costs* are deemed to have been incurred on the date on which it is first established that a loss is imminent.

#### B2.4 Prior acts coverage

Claims arising from a loss or *serial loss* caused before the beginning of the contract are insured only if the *policyholder* can credibly demonstrate that, at the time that the contract was signed, it was not aware of any act or omission or any defect or flaw in the goods manufactured or delivered, that could give rise to liability on the part of an *insured*.

The same applies *mutatis mutandis* with respect to amendments to the contractual provisions during the term of the contract, for example, amendments with respect to the provisions regarding sums insured or deductibles.

#### B2.5 Previous insurer

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

#### B2.6 Extended coverage period

B2.6.1 If the contract is canceled because the insured business is discontinued or because the *policyholder* dies, the insurance also covers claims arising from loss that was caused before the end of the contract, but that only arises after the contract has ended. Any loss that occurs during this extended coverage period is deemed to have occurred on the day on which the contract ends, provided that it does not form part of a *serial loss*.

B2.6.2 The following applies when an *insured* leaves a group of insureds: If, prior to leaving a group of insureds, an *insured* as defined in E11.2, E11.3 and E11.6 causes loss through acts or omissions, the insurance covers any ensuing claims against the *policyholder* brought until the end of the contract at the latest, and in the event that the contract is canceled pursuant to B2.6.1, during the extended coverage period as well. However, the personal liability coverage of an insured as defined in E11.2, E11.3 and E11.6 who leaves a group of insureds will continue even after any cancellation of the contract.

B2.6.3 In the following cases, the insurance also covers any loss that occurs up until the end of the contract:

- If *co-insured businesses* or co-insured parts of businesses are excluded.
- If insured activities are discontinued.
- If insured deliveries of goods to the *USA* or *Canada* are discontinued.

On cancellation of the contract in accordance with B2.6.1, coverage for such loss continues during the extended coverage period as well.

### B3 Territorial scope

The insurance covers claims arising from loss that occurs anywhere in the world. **The provisions pursuant to B4.25 remain reserved** for any loss that occurs in the *USA* or *Canada*.



## B4 General exclusions

### B4.1 Own loss

The insurance does not cover claims:

- arising from any loss suffered by the *policyholder*;
- arising from any loss affecting the *policyholder* personally (loss of support for example);
- arising from any loss suffered by persons living in the same household as the liable *insured*.

### B4.2 Business risk

The insurance does not cover claims relating to the performance of contracts or claims for compensation instead arising from the non-performance of a contract or improper performance of it, in particular claims:

- arising from damage to and defects in goods that were manufactured or delivered, or work that was performed, by or on behalf of the *policyholder*, that occurred due to a cause attributable to the manufacture, delivery or work performed;
- for losses and costs incurred in connection with investigating and remedying such damage and defects;
- for pecuniary loss and loss of earnings as a result of such damage and defects.

This exclusion also extends to extra-contractual claims, if such claims are concurrent with or in lieu of the excluded contractual claims.

### B4.3 Liability assumed under a contract

The insurance does not cover claims brought on the basis of liability assumed under a contract that goes beyond the scope of liability imposed by law.

### B4.4 Failure to comply with an obligation to insure

The insurance does not cover claims for arising from loss or damage for which another insurance should have been concluded based on a statutory or contractual obligation to insure.

### B4.5 Damage to property in care, custody and control

The insurance does not cover claims arising from damage to property accepted for use, to be worked on, held in safekeeping or forwarded, or accepted for any other reason such as on consignment or for exhibition purposes, or that was rented, leased or held under a usufructuary lease.

### B4.6 Damage to property worked on

The insurance does not cover claims arising from damage to property caused by conducting or failing to conduct work on or with this property, for example caused by being worked on or repaired.

Work is also deemed to include project planning and management, issuing directives and instructions, supervision, monitoring and similar work, as well as conducting trial runs, regardless of who conducts them.

If work involves only parts of immovable property, this exclusion applies only to claims arising from damage to these parts themselves and to adjoining parts of the immovable property located in the immediate vicinity of the work area.

### B4.7 Recall costs

The insurance does not cover claims or costs in connection with:

- a recall or withdrawal of goods and the preparation work required for this purpose;
- other measures taken in the place of a recall or withdrawal.

### B4.8 Hazardous activities

The insurance does not cover claims in connection with hazardous activities pursuant to the Federal Act on Accident Insurance (AIA).

### B4.9 High likelihood and acceptance

The insurance does not cover claims arising from any loss whose occurrence the *policyholder*, its *representatives* or persons tasked with managing or overseeing the business:

- must have expected as being highly likely;
- was accepted in order to reduce costs, speed up work, or prevent pecuniary loss or loss of earnings.

### B4.10 Damage to waste facilities

The insurance does not cover claims for any loss or damage caused as a result of materials introduced into facilities for the storage, treatment, routing or disposal of waste, wastewater or material for recycling.

This exclusion does not apply to claims arising from damage to wastewater treatment and pretreatment plants.

### B4.11 Misdemeanors and felonies

The insurance does not cover claims arising from the liability of an offender for loss or damage caused in connection with misdemeanors and felonies, or any attempt at such, committed intentionally.

### B4.12 Compensation of a punitive nature

The insurance does not cover claims for compensation of a punitive nature, such as punitive or exemplary damages.

### B4.13 Electromagnetic fields

The insurance does not cover claims in connection with the effects of electromagnetic fields (EMF).

### B4.14 Ionizing radiation

The insurance does not cover claims in connection with the effects of ionizing radiation.

### B4.15 Nuclear damage

The insurance does not cover claims in connection with the effects of nuclear damage as defined in the Swiss legislation on nuclear energy liability, or the associated costs.

### B4.16 Asbestos

The insurance does not cover claims in connection with asbestos.

### B4.17 Individual products and materials

The insurance does not cover product liability claims against manufacturers, quasi-manufacturers, importers or exporters of

- tobacco and stimulants containing tobacco or nicotine;
- tetrahydrocannabinol (THC) and products that contain THC;
- e-cigarettes, vaporizers and similar devices that vaporize or atomize liquids for inhalation purposes, as well as the consumables and flavorings designed for them;
- products to prevent, induce, support or terminate pregnancies, such as contraceptives, condoms, ovulation inducers, abortifacients;
- products of human origin, including blood and blood products;
- silicone and silicone products used in the human body;
- urea-formaldehyde;

- halogenated hydrocarbons such as perchloroethylene, trichloroethane, chlorohydrocarbons, PCBs, PCP, CFCs, dibenzodioxins, dibenzofurans;
- oxyquinoline;
- methyltert-butylether (MTBE).

This exclusion also applies to the intentional further processing of the above-mentioned products and materials.

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#### **B4.18 Genetically modified and pathogenic organisms**

The insurance does not cover claims arising from the liability of a business that is subject to notification or authorization requirements under Swiss law, in connection with the handling of:

- genetically modified organisms or assimilated products on account of changes to the genetic material;
- pathogenic organisms on account of their pathogenic characteristics.

This exclusion also applies to the insured business in relation to handling such organisms or products abroad if this would be subject to the notification or authorization requirements in Switzerland. However, this exclusion does not apply if the *policyholder* was unaware of the fact that the organisms and products were genetically modified when they were imported or placed on the market.

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#### **B4.19 Animal feed and feed additives**

The insurance does not cover claims in connection with the manufacture of or trading in animal feed or feed additives or components thereof if these contain genetically modified organisms and the loss or costs are attributable to the genetically modified organisms.

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#### **B4.20 Aircraft, spacecraft and parts thereof**

The insurance does not cover claims for loss that are attributable to:

- aircraft, spacecraft and parts thereof that are designed, constructed, produced or delivered by or on behalf of the *insured*;
- work carried out on aircraft, spacecraft or parts thereof (such as installation, maintenance, inspection, overhaul, repair or transport).

This exclusion does not apply to:

- aircraft for which Swiss law does not prescribe liability insurance or for which there is no obligation to provide security;
- parts that were not identifiable by the *insured* as being intended for the construction of or installation in aircraft or spacecraft;
- claims arising from loss attributable to aircraft or parts thereof that were manufactured or delivered by an *insured*, provided that the sales from the delivery of aircraft or parts thereof do not exceed 25% of the total annual sales of the *insured* in the *insurance year* prior to the year in which the loss occurred.

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#### **B4.21 Electronic data**

The insurance does not cover claims arising from the impairment of electronic data, i.e. of information stored electronically on data carriers such as operating systems, programs or user data, unless this is a result of insured damage to data carriers (hardware).

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#### **B4.22 Intellectual property**

The insurance does not cover claims in connection with:

- infringements of intellectual property;
- the issue of patents, licenses, research findings, formulas, recipes or construction, manufacturing and building plans or software and data that can be processed by computers. The delivery of items that contain software to operate these items is not considered to be the delivery of software.

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#### **B4.23 BSE, TSE, Creutzfeldt-Jakob disease**

The insurance does not cover claims arising from damage in connection with:

- BSE (bovine spongiform encephalopathy);
- TSE (transmissible spongiform encephalopathy);
- Creutzfeldt-Jakob disease;
- other brain diseases caused by modified prions.

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#### **B4.24 Foreign employer's liability**

The insurance does not cover claims brought against the *policyholder* in its capacity as employer pursuant to foreign liability standards, such as employer's liability, employment practices liability, worker's compensation or occupational diseases.

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#### **B4.25 USA and Canada**

The insurance does not cover claims for loss that occurs in the *USA or Canada* in connection with:

- B4.25.1 direct or indirect deliveries of goods to these countries. This exclusion does not apply:
  - if the *policyholder* can credibly demonstrate that it had no knowledge of a delivery to the *USA or Canada*;
  - to individual products for private consumption that were acquired and accepted from a retail business outside of the *USA or Canada* and then imported into these countries;
  - for products that can be proven to belong to a shipment of samples and that were not intended for resale.
- B4.25.2 the installation, construction, service and maintenance work or the planning, supervision or management of such activities in these countries;
- B4.25.3 services provided and work carried out for projects or clients in these countries;
- B4.25.4 *environmental impairment*;
- B4.25.5 the following products:
  - implants
  - vaccines or inoculants
  - weapons and ammunition and parts thereof
  - equipment and parts thereof and components for amusement parks
  - latex
  - lead and products containing lead
  - helmets
  - tires, inner tubes, snow chains or starting aids
  - products that contain cannabinoids;
- B4.25.6 the transmission and spread of diseases and epidemics (AIDS for example) or viruses (HIV or Corona for example) as well as any measures that were taken or not taken to ward off transmission and spread;
- B4.25.7 mold in or on buildings or parts thereof, including damage to installations and furnishings. The term "mold" includes all types of fungi as well as their components and interim components, bacteria, mycotoxins and their volatile organic compounds, spores, odors and byproducts.

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#### **B4.26 War or civil war**

The insurance does not cover claims in connection with war or civil war.

## Part C

# Scope of Insurance – Special Provisions

### C1 Environmental impairment

#### C1.1 Scope of coverage

The insurance covers the following claims and costs incurred in connection with *environmental impairment*, provided they result from a single, sudden and unforeseen event requiring immediate action, such as notifying the authorities, alerting the public, or implementing loss prevention or mitigation measures:

- C1.1.1 claims arising from *bodily injury* and *property damage*;
- C1.1.2 costs of measures imposed by law to restore protected species or habitats and to eliminate damage to waters or soils not subject to ownership under civil law;
- C1.1.3 costs of alternative measures imposed by law which go beyond the elimination of damage pursuant to C1.1.2 above, in cases where restoration is not possible or is only partially possible;
- C1.1.4 costs of other measures imposed by law to offset interim losses of natural resources or functions of protected areas from the time of the *environmental impairment* until the full impact of the measures pursuant to C1.1.2 or C1.1.3 above;
- C1.1.5 claims arising from *pecuniary loss* due to the impairment of:
  - in rem or contractual rights of use with respect to third-party property;
  - concessions or other special, legally protected rights of use with respect to public waters or land (impairment of fishing rights for example).

#### C1.2 Rusting or leakage of facilities

The insurance also covers claims and costs pursuant to C1.1.1–C1.1.5 above in connection with an *environmental impairment* as a result of the discharge of substances that represent a hazard to the soil or water (such as liquid fuels, acids, bases and other chemicals, but not wastewater and other waste products from operations) because of rust or leaks in a facility permanently connected to the property if the discharge identified requires immediate action pursuant to C1.1 above. This coverage is only available if the *policyholder* can prove that the relevant facility was built, maintained or shut down properly and in accordance with regulations.

#### C1.3 Loss prevention costs

Coverage for *loss prevention costs* pursuant to C2 also applies *mutatis mutandis* to measures taken to avert insured costs pursuant to C1.1.2–C1.1.4.

#### C1.4 Exclusions in addition to B4

There is no insurance coverage:

- C1.4.1 if only several events similar in effect (such as repeated dripping of harmful substances into the ground, repeated spillage of liquids from mobile containers) jointly trigger measures pursuant to C1.1 above that are not necessary for single events of this kind;
- C1.4.2 for claims and costs in connection with *sites already contaminated* at the time of conclusion of the contract
  - on real property owned by or in the possession of an *insured*;
  - on real property of a third party, caused or partly caused by an *insured*;

C1.4.3 for claims and costs in connection with the ownership, possession or operation of facilities used for storing, preparing, routing or eliminating waste, waste products, wastewater or material for recycling.

This exclusion does not apply to the operation's own facilities used for composting or short-term storage of waste and other waste products or for treating or preparing wastewater;

C1.4.4 for costs pursuant to C1.1.2–C1.1.4:

- in connection with the production, supply or use of pesticides (herbicides, fungicides, insecticides), biocides, sewage sludge or fertilizers;
- in connection with products or goods whose defectiveness was not apparent based on the latest advancements in science and technology at the time they were placed on the market;
- resulting from any change in the level or flow behavior of groundwater (such as depletion of wells);
- due to deliberate disregard of statutory and official safety or environmental regulations;
- arising due to operationally unavoidable, necessary or accepted impact on the environment;
- caused by or arising from plants or animals belonging to, abandoned by, kept by or sold by the *insured*;

C1.4.5 for *pecuniary loss* pursuant to C1.1.5 above against an *insured* as a member of the governing body of a legal entity (based on Art. 754 of the Swiss Code of Obligations, for example);

C1.4.6 for claims and costs in connection with genetically modified organisms or products deemed to be equivalent to them due to the modification of the genetic material and for pathogenic organisms due to their pathogenic characteristics, regardless of whether there is a permit or notification requirement (in addition to B4.18).

#### C1.5 Obligations

C1.5.1 The *insured* must ensure that the production, processing, collection, storage, cleaning and disposal of environmentally hazardous materials complies with statutory provisions and official regulations.

C1.5.2 The *insured* must ensure that the facilities used for the above activities, including the security and alarm systems, are professionally maintained and kept in operation in compliance with all technical, statutory and official requirements.

C1.5.3 The *insured* must ensure that official orders for clean-up and similar measures are complied with within the prescribed deadlines.

#### C1.6 Deductible

For costs and *pecuniary loss* in accordance with C1.1.2–C1.1.5, the *insured* is also responsible, per event, for the agreed deductible for *bodily injury* and *property damage*.

#### C1.7 Limit of indemnity

In accordance with C1.1.2–C1.1.5, the indemnity payable by AXA for costs and *pecuniary loss* is limited to a maximum of CHF 250,000 per event (sublimit).

## C2 Loss prevention

### C2.1 Scope of coverage

The insurance covers *loss prevention costs* if the occurrence of insured *bodily injury* or *property damage* is imminent due to a single, sudden and unforeseen event. The insurance **does not cover** measures, such as the disposal of defective products, that are taken after a hazard has been averted. In the event of *environmental impairment* that has occurred or is imminent due to an event as defined in C1.1.1 or C1.2, the insurance also covers the costs for which the *insured* is liable that are incurred as a result of measures ordered by the responsible authorities to avert immediate, long-term impairment of the soil or water of a third party.

### C2.2 Exclusions in addition to B4

The insurance does not cover:

- C2.2.1 loss prevention measures as part of an activity belonging to the proper performance of the contract, such as remedying defects and damage to property that has been produced or delivered, or to work that has been completed);
- C2.2.2 the costs of eliminating a hazardous condition in accordance with A6.1.
- C2.2.3 the costs of identifying leaks, malfunctions and causes of damage, including the emptying of facilities, containers and pipes required for this, or the costs of repair and modification to these facilities, containers and pipes (clean-up costs, for example).
- C2.2.4 the costs of loss prevention measures taken because of snowfall or the accumulation of ice.

## C3 Product recall – notification costs

### C3.1 Scope of coverage

In amendment of B4.7, the insurance covers the *policyholder's* own notification costs in connection with the recall of:

- components and end products that were manufactured, delivered or processed by the *insured*, and whose ownership has been transferred to a third party;
- products of third parties containing faulty components supplied by the *policyholder*.

Notification costs are deemed to be exclusively the costs of:

- notifying product recipients, by letter, e-mail, telephone, text message or fax, for example;
- informing product recipients through the media such as the press, radio or television.

### C3.2 Conditions

However, it is a condition of this coverage

- that the recall is necessary and reasonable in order to avoid an insured loss arising from product defects that have been identified or are suspected based on established or objective facts

or

- that the recall is ordered by the authorities to prevent such a loss.

### C3.3 Deductible

The *insured* is liable for the agreed deductible per event for *bodily injury* and *property damage*.

## C4 Personal liability during business travel

The insurance covers the liability of the *insured* for *bodily injury* and *property damage* caused during their travel and stays for business purposes as well as their liability arising from day-to-day activities as a private individual, provided that the liability is not otherwise insured. In amendment of B4.5 and B4.6, the insurance also covers claims for damage to premises such as hotel rooms and apartments used by *insureds*.

## C5 Use of vehicles

### C5.1 Motor vehicles

- C5.1.1 The insurance covers the liability as keeper and the liability arising from the use of motor vehicles and trailers
- for which no vehicle registration and no license plates are required;
  - whose license plates have been surrendered to the relevant authority;
  - for which a special certificate of insurance has been issued for travel on public roads or on the premises of the business accessible to the public without vehicle registration and license plates;
  - that are used for operations, provided that the loss or damage was caused in connection with these operations.
- AXA is liable for benefits only for the part of the indemnity that exceeds the scope of coverage (with respect to sums insured or conditions) afforded by any other motor vehicle liability insurance that is, in principle, required to pay benefits for the same loss (difference in conditions and limits coverage).

- C5.1.2 If the policy does not provide for higher sums insured, the minimum sums insured prescribed by Swiss road traffic legislation apply.

- C5.1.3 The insurance **does not cover** the liability:

- of persons who use the vehicle for travel not approved by the authorities or for travel that they were not authorized to undertake;
- of persons who were responsible for these vehicle users;
- of persons on whose instruction or with whose knowledge such travel was undertaken.

- C5.1.4 As a supplement to C5.1.3 and instead of B4, the following claims are **excluded** in the case of loss events for which there is an obligation to take out insurance pursuant to Swiss road traffic legislation:

- claims of the keeper arising from *property damage* caused by persons for whom the keeper is responsible under this legislation;
- claims arising from *property damage* by the keeper's spouse or registered partner, relatives in ascending and descending line, or siblings living in the same household;
- claims arising from damage to the vehicle used (including any trailer) and from damage to the goods transported by this vehicle. Damage to items accompanying the injured party, such as luggage and the like, are excluded;
- claims arising from accidents during races.

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**C5.2 Use of third-party motor vehicles – loss of no claims bonus and deductible**

- C5.2.1 If an *insured* uses a third-party light motor vehicle with a total weight of up to 3.5 tons, the insurance cover will extend to his or her statutory liability for claims of the keeper for the
- deductible and the
  - loss of the no claims bonus
- under the liability insurance for this motor vehicle. The loss of the no claims bonus is calculated on the basis of the number of years after the claim that are required to reach the premium level prior to the claim, assuming that the bonus is not affected by another claim during this period and that the premium or bonus system does not change.
- C5.2.2 The insurance cover pursuant to C5.2.1 above is only provided on condition that the use is free of charge, incidental, occasional and irregular (at most for a day at a time and not for the same purpose) in connection with activities performed for the insured business.
- C5.2.3 The **insurance does not cover** the use of third-party motor vehicles:
- for travel not approved by the authorities or for which the user is not authorized under road traffic legislation or for other reasons;
  - for participation in races, rallies and similar competitive driving as defined in Art. 72 of the Road Traffic Act, or for training or other runs on racing tracks and official training tracks;
- C5.2.4 No deductible applies for benefits under this coverage.

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**C5.3 Motor-assisted bicycles**

- C5.3.1 The insurance covers the liability arising from the use of motor-assisted bicycles that require insurance (including pedal electric bicycles, motorized wheelchairs and electric scooters), provided that any travel using these is undertaken on behalf of the insured business. Travel to and from work are excluded.
- C5.3.2 AXA is liable for benefits only for the part of the indemnity that exceeds the scope of coverage under the mandatory civil liability insurance (difference in conditions and limits coverage).
- C5.3.3 The restrictions pursuant to C5.1.3 and C5.1.4 apply *mutatis mutandis*. The provisions of Swiss road traffic legislation apply in all other respects, insofar as their application is mandatory.

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**C5.4 Bicycles**

The insurance covers the liability arising from the use of bicycles and motor vehicles with low motor power or low speeds as defined by the Swiss Vehicles Insurance Ordinance (pedal electric bicycles with motor assistance up to a maximum of 25 km/h or motor-assisted hand carts, for example) provided these are used for travel on behalf of the insured business. Travel to and from work is excluded.

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**C5.5 Watercraft**

The insurance covers the liability as keeper and the liability arising from the use of watercraft for which Swiss law does not mandate liability insurance, provided that any travel using these is undertaken for the insured business. Travel to and from work is excluded.

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**C5.6 Aircraft**

The insurance covers the liability as operator and the liability arising from the use of aircraft for which Swiss law does not mandate liability insurance or for which there is no obligation to provide security, provided that any flights using these aircraft are undertaken on behalf of the insured business.

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**C6 Loading and unloading of vehicles**

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**C6.1 Scope of coverage**

- C6.1.1 In amendment of B4.6, the insurance covers claims arising from damage to land vehicles and watercraft (including superstructures and semi-trailers) in the course of loading them with general cargo or unloading general cargo from them. General cargo refers to goods that are loaded or unloaded individually, such as machinery, equipment, construction components such as doors, windows or girders, pallets, and containers of all types such as boxes, crates, barrels or canisters.
- C6.1.2 In amendment of B4.6, the insurance covers claims arising from property damage to tank and cistern vehicles when filling them with solid or liquid goods or emptying solid or liquid goods from them.

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**C6.2 Exclusions in addition to B4**

- The insurance does not cover claims:
- C6.2.1 arising from damage to railroad rolling stock;
- C6.2.2 arising from damage to land vehicles and watercraft
- that an *insured* has borrowed, rented or leased;
  - caused by loading them with bulk material or unloading bulk material from them. C6.1.2 remains reserved. Bulk material refers to goods that are loaded or unloaded in a loose and unpackaged state, such as grain, sand, gravel, rocks, boulders, coal, scrap metal, material from demolition or excavation, or waste;
  - caused by overfilling or overloading;
- C6.2.3 arising from damage to containers (except superstructures and trailers in accordance with C6.1.1 and tanks and cisterns in accordance with C6.1.2) and to the manipulated goods themselves while being loaded onto or unloaded from vehicles.

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**C7 Real estate**

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**C7.1 Scope of coverage**

The insurance covers liability arising from loss that is attributable to real property, buildings, premises, other plants and facilities in Switzerland and the Principality of Liechtenstein, regardless of whether or not they are used by the insured business.

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**C7.2 Co-ownership or condominium ownership**

- In addition, the following applies to real property, buildings and premises pursuant to C7.1 that are co-owned or owned as a condominium:
- C7.2.1 The insurance also covers claims arising from damage whose cause is attributable to real property and building parts, including associated installations and facilities to which the *policyholder* has a special right.



- C7.2.2 The **insurance does not cover** claims:
- brought by the community of condominium owners as a result of damage to real property and parts of the building used in common, including associated facilities and installations, for the part of the loss that corresponds to the quota share of the *policyholder*;
  - brought by another co-owner as a result of damage to real property and parts of the building used in common, including associated facilities and installations, for the part of the loss that corresponds to the quota share of the other co-owners.

### C7.3 Joint ownership

If the real property, buildings and premises pursuant to C7.1 are jointly owned, claims brought against the *policyholder* in his or her capacity as joint owner are also insured.

The **insurance does not cover** claims for loss or damage suffered by the joint owner.

### C7.4 Difference in conditions and limits coverage

AXA is liable for benefits only for the part of the indemnity that exceeds the scope of coverage (with respect to sums insured or conditions) afforded by any other insurance that is, in principle, required to pay benefits for the same loss (such as separate premises liability insurance, for example, that the community of condominium owners has purchased).

## C8 Construction owner's liability

If a building or parts thereof are constructed, remodeled or extended, etc., the following applies:

### C8.1 Scope of coverage

The insurance covers claims arising from *personal injury* and *property damage* as a result of demolition, earthmoving and construction work that are brought against the *insured* as the person who commissioned the work (construction owner) or against the *owner of the real property* as defined in E11.4.

### C8.2 Exclusions in addition to B4

The insurance does not cover claims in connection with a construction project:

- C8.2.1 if the total cost of the project as defined in the estimate exceeds CHF 1,000,000; individual properties that form part of the (overall) project or that are to be built in several phases are, taken together, deemed to be a single structure;
- C8.2.2 if, for the project, an excavation pit is created with a depth of more than one story;
- C8.2.3 if it is built on a slope with a gradient of more than 25 %;
- C8.2.4 that involves underpinning or undercrossing a neighboring structure;
- C8.2.5 that involves abutting a structure belonging to a third party. This exclusion provision does not apply in the case of civil engineering work in connection with the creation, expansion, clean-up or maintenance of roads, squares, sidewalks, pipes and manholes;
- C8.2.6 that involves lowering the water table;
- C8.2.7 for which work causing strong vibrations (such as blasting or pile-driving) is performed;
- C8.2.8 that involves vibratory sheet piling or extraction;
- C8.2.9 that involves plans for drilling into the ground (for heat probes or pile foundations, for example).

- C8.2.10 Likewise, the insurance does not cover claims: that relate to the construction project itself or the land belonging to it;
- C8.2.11 in connection with a reduction in the flow rate or drying up of a source of water.

### C8.3 Difference in conditions and limits coverage

AXA is liable for benefits only for the part of the indemnity that exceeds the scope of coverage (with respect to sums insured or conditions) afforded by any other liability insurance that is, in principle, required to pay benefits for the same loss.

### C8.4 Taking into account costs saved

If measures that would have been required under construction practice standards (such as surveys of the state of repair of neighboring properties, soil testing, excavation support) were not taken in the realization of the construction project, the part of the indemnity due under liability law that corresponds to costs saved as a result of the failure to take such measures is **excluded**. This exclusion will not apply if the *policyholder* or the *insured* can prove that the measures they failed to take did not have any effect on the occurrence of the insured event and the scope of the indemnity owed by AXA.

## C9 Real property, buildings and premises that are rented, leased or held under a usufructuary lease

### C9.1 Scope of coverage

In amendment of B4.5 and B4.6, the insurance covers liability in the event of claims arising from the following damage:

- C9.1.1 damage to real property, buildings and premises that are rented, leased or held under a usufructuary lease;
- C9.1.2 damage to parts of buildings and premises (such as lobbies, staircases or parking areas) that are shared with other tenants, lessees, leaseholders or with the owner;
- C9.1.3 damage to heating and hot water supply systems, passenger and freight elevators, escalators, air conditioning, ventilation and plumbing facilities, as well as built-in kitchen equipment, serving the specified buildings and premises exclusively.

### C9.2 Loss of keys

If keys to the buildings and premises specified in C9.1.1 are lost, the costs of the necessary changing or replacement of locks, and the corresponding keys, are also insured (costs of changing the locks). Electronic lock systems and their corresponding badges are deemed to be the same as locks and keys.

### C9.3 Exclusions in addition to B4

The insurance does not cover claims:

- C9.3.1 arising from damage to stadiums, concert halls or trade fair and exhibition halls that are rented, leased or held under a usufructuary lease;
- C9.3.2 arising from damage to residential premises that are rented, leased or held under a usufructuary lease for the purpose of accommodation for asylum seekers;
- C9.3.3 arising from damage that occurs gradually (such as damage due to moisture, wear and tear, damage to wallpaper and paint, and the like);
- C9.3.4 for the costs of restoring real property, buildings or premises to their original condition after they were deliberately modified either by or on the instructions of an *insured*;

C9.3.5 arising from damage to furnishings, machines and apparatuses, even if these are permanently attached to the real property, buildings or premises. C9.1.3 remains reserved.

#### **C9.4 Deductible**

In addition to D2.1, the deductible for all claims that are brought on termination of the rental, lease or usufructuary lease agreement, i.e. at the time of handover of the building and premises to the landlord or lessor, is subtracted only once.

### **C10 Rented telecommunication systems**

#### **C10.1 Scope of coverage**

In amendment of B4.5 and B4.6, the insurance covers claims arising from damage to rented or leased telecommunication equipment such as telephones, fax machines, videotext systems, videophones, videoconferencing systems, answering machines, voice-mail servers and cables belonging directly to such equipment, as well as central switchboards (internal systems).

#### **C10.2 Exclusion in addition to B4**

The insurance does not cover claims arising from damage to mobile phones, pagers, internal communication systems, mobile and stationary PCs, network servers, mainframes, cable networks, software and data.

### **C11 Stored property**

#### **C11.1 Scope of coverage**

In amendment of B4.5, the insurance covers claims arising from the destruction of, damage to or loss of property that an *insured* has accepted for use or processing, provided that the cause of the loss relates to the storage of the property.

#### **C11.2 Exclusions in addition to B4**

The insurance does not cover claims:

- C11.2.1 arising from damage to property that an insured has accepted exclusively for storage or forwarding, on consignment, or for exhibition purposes, or that the insured rents, leases or holds under a usufructuary lease;
- C11.2.2 arising from damage to *monetary assets*, documents, deeds and plans;
- C11.2.3 arising from damage to vehicles of any kind or to parts thereof. Damage to bicycles and motor-assisted bicycles as well as parts and accessories thereof, does not fall under this exclusion;
- C11.2.4 arising from injury to animals.

#### **C11.3 Difference in conditions and limits coverage**

AXA is liable for benefits only for the part of the indemnity that exceeds the scope of coverage (with respect to sums insured or conditions) afforded by any other liability insurance that is, in principle, required to pay benefits for the same loss.

### **C12 Property stored in cloakrooms**

#### **C12.1 Scope of coverage**

In amendment of B4.5, the insurance covers claims arising from property that is destroyed, damaged, stolen or lost while being kept in a continuously guarded or locked cloakroom.

#### **C12.2 Exclusion in addition to B4**

The insurance does not cover claims arising from damage to *monetary assets*, documents, deeds and plans.

#### **C12.3 Obligation**

In addition to D3, in the event of a theft, the *insured* must notify the police immediately upon its discovery and, at the request of AXA, press charges.

### **C13 Keys entrusted to the insured**

#### **C13.1 Scope of coverage**

In amendment of B4.5 and B4.6, the insurance covers claims from third parties for the necessary changing or replacing of locks and keys and related keys (cost of changing the locks) in the event that entrusted keys to the real property, buildings, premises or facilities in or to which *insureds* have to carry out work or which are managed by *insureds* are lost. Such costs are deemed to be *property damage*. Electronic lock systems and their corresponding badges are deemed to be the same as locks and keys.

#### **C13.2 Obligation**

The *insured* is required to notify the principal immediately if keys or badges are lost.

### **C14 Customer files**

In amendment of B 4.5, the insurance covers claims arising from the destruction of, damage to or loss of customer files that an *insured* has accepted for analysis, calculation, evaluation or similar purposes.

### **C15 Release of data – Pecuniary loss**

#### **C15.1 Scope of coverage**

In addition to B1.1, the insurance covers *pecuniary loss* arising from a breach of privacy rights as a result of the unauthorized release or disclosure of personal data by *insureds* in the course of rendering services.

#### **C15.2 Exclusions in addition to B4**

The insurance does not cover claims:

- C15.2.1 arising from a procedure that grants the right to inspect, rectify or destroy data;
- C15.2.2 arising from the publication or sale or disclosure of data for commercial purposes;
- C15.2.3 arising from garbled or inaccurate transmission of notifications or information;
- C15.2.4 arising from damage due to misdemeanors or felonies committed intentionally by *insureds* or third parties (hacker attacks, malware or other types of cybercrime, for example).

#### **C15.3 Deductible**

The *insured* is liable for the agreed deductible per event for *bodily injury* and *property damage*.

## C16 Agreements with respect to release from liability

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If the *insured* has entered into any agreement with respect to liability that is more restrictive than liability imposed by law, AXA will refrain from invoking such an agreement if the *insured* is unable to enforce this agreement or the *insured* is unwilling to enforce it (due to reasons of business policy, for example).

## C17 Extension of limitation period

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If an *insured* in a purchase or works contract grants its customers an extension of the statutory limitation period in connection with the delivery of products, AXA will waive any objection pursuant to B4.3 if the claims are covered in accordance with the contractual conditions and the limitation period does not exceed five years.

## C18 Waiver of the objection of gross negligence

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

The waiver of the objection does not apply:

- to events whose cause is related to the effects of alcohol, drugs or medication;
- if applicable statutory provisions preclude such a waiver.

## C19 Licenses and patents

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### C19.1 Scope of coverage

In amendment of B4.22, the insurance covers claims arising from *personal injury* and *property damage* in connection with the issue of licenses and patents.

### C19.2 Exclusions in addition to B4

The insurance does not cover:

- C19.2.1 the liability of persons authorized in connection with the licenses or patents;
- C19.2.2 claims by authorized persons (such as licensees) against the *insured* arising from damage to or defects in goods manufactured under the license or patent;
- C19.2.3 claims in connection with the granting of software licenses.

## C20 Ionizing radiation – Measuring and testing equipment

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### C20.1 Scope of coverage

In amendment of B4.14, the insurance covers claims arising from damage as a result of the effects of ionizing radiation through the use of measurement and testing equipment.

### C20.2 Loss prevention costs

As a supplement to C2, the insurance provides cover if, due to an unforeseen event, there is an imminent danger of the leakage of dangerous quantities of ionizing radiation. In this case, AXA covers the costs that are imposed on an *insured* by law that are incurred as a result of measures taken to avert this danger (*loss prevention costs*).

### C20.3 Exclusions in addition to B4

The insurance does not cover:

- C20.3.1 expenses incurred to identify and eliminate the cause of the event or the costs for repair of and modifications to the equipment of the *insured*;
- C20.3.2 claims arising from genetic damage, i.e. changes in hereditary factors;
- C20.3.3 claims arising from damage caused as a result of a deliberate deviation from radiation safety regulations.



# Part D

## Claims

### D1 Indemnities

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#### D1.1 Compensation of justified claims

AXA will pay the amount that the *insured*, or AXA as its liability insurer, is required to pay to the injured party as compensation within the scope of the coverage and the statutory liability provisions. AXA may pay compensation to the injured party directly.

#### D1.2 Defense against unjustified claims

AXA assumes the cost of defending against unjustified or excessive claims for damages that are brought against an *insured*, or AXA as its liability insurer, provided that they relate to insured events.

#### D1.3 Limitation of indemnities

D1.3.1 Indemnity from AXA for all claims against an *insured*, or AXA as its liability insurer, and for any other insurance payments are limited to the sum insured specified in the policy. This includes interest on claims, recourse interest, loss mitigation costs, costs of expert opinions, attorney fees, court costs, costs of arbitration and mediation, *loss prevention costs* and any other costs (such as the opposing party's legal expenses). Individual risks included in the insurance may be subject to a sublimit (limited amount within the sum insured) that is set out in the policy or the insurance conditions. If the claims and costs (including claims and costs in connection with risks to which sublimits apply) per event or *serial loss* exceed the sum insured specified in the policy, the maximum indemnity payable by AXA will be limited to the sum insured (maximum compensation). The sum insured or sublimit is reduced by the agreed deductible in each case.

D1.3.2 The sum insured or sublimit is defined as a double aggregate per *insurance year*, which means that it is paid at most twice for all claims arising from losses and costs incurred in the same *insurance year*.

D1.3.3 Indemnities are based on the contractual provisions (such as provisions respecting sums insured or deductibles) that were in effect when the loss occurred.

#### D1.4 Legal protection in criminal, disciplinary, supervisory or administrative proceedings

D1.4.1 If a proceeding before criminal, disciplinary, supervisory or other administrative authorities is brought against an *insured* because of an insured event, AXA will cover the expenses incurred by the *insured* as a result (such as attorney fees, court costs and the costs of expert opinions) as well as any costs imposed on the *insured* in the proceeding.

D1.4.2 The insurance **does not cover** obligations of a penal or similar nature such as fines, bail and other forms of surety.

D1.4.3 With the agreement of the *insured*, AXA will appoint an attorney to represent them. The *insured* is not authorized to retain an attorney without authorization from AXA. In the case of appeals or lower-court decisions that are contested, AXA may refuse to indemnify if it considers that the appeal is unlikely to succeed. If the *insured* continues the proceeding at their own risk, AXA will reimburse the *insured* for attorney fees and costs incurred in the event of a successful outcome such

as an acquittal. Any legal costs awarded to the *insured* shall be payable to AXA to the extent of the amounts it paid. Compensation for the personal efforts and expenses of the *insured*, and compensation for financial losses and pain and suffering, are excepted. The mere reduction of criminal or administrative sanctions (such as penalties or disciplinary measures) imposed by a lower court is not deemed to be a successful outcome.

D1.4.4 AXA's benefits for expenses pursuant to D1.4.1 are limited to the part of the compensation that exceeds the scope of coverage (with respect to sums insured or conditions) afforded by any other insurance that is, in principle, required to pay benefits for the same loss, such as legal protection insurance (difference in limits and conditions coverage).

#### D1.5 Advance of the costs for expert opinions

If an event is insured in principle, AXA will advance the actual costs of expert opinions up to a maximum of CHF 50,000 (sublimit).

The advance will be paid if the following three conditions are met:

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

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

### D2 Deductible

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#### D2.1 Deductible per event

The *policyholder* is required to pay the deductible specified in the policy for each loss event. A special deductible set out in the policy or the insurance conditions may apply for individual risks. The deductible also applies to costs, such as for defending against unjustified claims. This applies regardless of whether the claim is brought against an *insured* or against AXA as their liability insurer. D6 remains reserved.

#### D2.2 Deductible for multiple coverages

If multiple coverages with the same deductible are invoked in connection with one loss event, the *policyholder* is required to pay the deductible only once. If deductibles with different amounts were agreed for these coverages, the *policyholder* will pay at most the highest of the agreed deductibles.

#### D2.3 Reimbursement

The deductible is charged to the *policyholder* in advance. If AXA indemnifies the injured party without first subtracting the deductible, the *policyholder* must reimburse AXA for the amount of the deductible, waiving any objections. The same applies if AXA pays the costs for the engagement of third parties (such as experts, lawyers or courts) directly.

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## D3 Notice of loss and duty to provide information

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### D3.1 Notice of loss

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

This duty to notify also applies if police investigations are initiated against an *insured* because of such an event.

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### D3.2 Duty to provide information

The *policyholder* must always and at its own expense promptly and in an orderly manner provide AXA with, or bring to its attention, all information, correspondence, data, documents, evidence, and any official and court documents such as summonses, rulings, notifications, judgments, etc. relating to the loss event. In addition, the *policyholder* must forward to AXA, of its own accord and without delay, any additional information about the loss event and any steps taken by the injured party.

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## D4 Claims handling

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### D4.1 Management of claims handling

AXA handles claims if the amount in question exceeds the deductible. It conducts negotiations with the injured party at its own expense. In this regard, AXA acts as representative of the *insured*, and the settlement it reaches with the injured party is binding on the *insured*.

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### D4.2 Obligations of the insured

The *insured* may not, without the consent of AXA, carry out any direct negotiations with the injured party, acknowledge any claims, reach any settlement, pay any compensation, or assign any claims arising from the insurance. In addition, the *insured* must assist AXA, at its own expense, with handling the claim, in particular with investigating the facts and the loss, as well as with defending claims, and with the enforcement of recourse claims. The *policyholder* is liable for any act or omission that may compromise the recourse rights, and is required to reimburse AXA for any claims for recourse that cannot be realized as a result of such act or omission.

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### D4.3 Legal action

If no agreement can be reached with the injured party and the injured party takes legal action, the following shall apply:

D4.3.1 In the event of legal action against *insureds*, AXA will appoint the trial lawyer and will determine the litigation strategy, the outcome of the proceeding (acknowledgment, settlement or decision), and all other procedural steps. Any non-court and legal costs awarded to the *insured* must be passed on to AXA to the extent of the amounts it paid. Compensation for the personal efforts and expenses of the *insured* is excepted.

D4.3.2 In the event of legal action against AXA, AXA will appoint the trial lawyer and will determine the litigation strategy, the outcome of the proceeding (acknowledgment, settlement or decision) and all other procedural steps. Compliance with the duties to provide information and assistance (D3.2 and D4.2) must take into account the procedural situation (such as any deadlines that have been set). *Insureds* are required to ensure that the trial lawyer is provided with timely, comprehensive and substantiated instructions in an orderly manner.

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### D4.4 Arbitration proceedings

Settlement of insured claims in a proceeding before an arbitration court will have no impact on the insurance coverage if:

- this proceeding is conducted in accordance with the Swiss Civil Procedure Code (CPC) or the Federal Act on International Private Law (IPLA);
  - it is a foreign arbitration award that is enforceable in Switzerland.
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## D5 Recourse to the insured

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AXA has a right of recourse against the *policyholder* or the *insured*, provided that it would be entitled, pursuant to the provisions of the insurance contracts or the Federal Act on Insurance Contracts (ICA), to refuse or reduce its insurance benefit.

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## D6 Crisis communication (PR costs)

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If the *policyholder* is faced with the threat of critical media reporting due to a loss event that is likely to be insured pursuant to these General Insurance Conditions (GIC), AXA will reimburse the expenses required to immediately prevent or mitigate potential reputational damage. AXA will cover the costs of a PR agency commissioned in consultation with AXA, or by AXA, to assist and support the *policyholder* for up to a maximum of CHF 50,000 (sublimit) per event. No deductible applies for costs in connection with crisis communication.

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## Part E

# Definitions

### E1 Contaminated sites

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Existing deposits of waste as well as soil or water pollution.

### E2 Monetary assets

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Cash, credit and debit cards of all kinds, plastic money (such as cash cards, tax cards), checks, virtual currencies (such as Bitcoin) and other means of payment, vouchers, subscriptions of all kinds, tickets and securities.

### E3 Breach of information security

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Impairment of the availability, integrity or confidentiality of electronic data or information processing systems (including cyber events).

A cyber event means an attack on IT systems or Cloud computing systems. A cyber event must be caused by malware, hacker attacks or denial of service attacks over networks. A cyber event also means the attack by means of a digital data carrier that is connected with the IT system.

### E4 Bodily injury

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Death, physical injury or other health impairments of individuals, including any resulting pecuniary loss and loss of earnings. The insertion of a defective, faulty or an incorrect implant is deemed to constitute bodily injury.

### E5 Property damage

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Destruction of, damage to or loss of movable and immovable property, including any resulting pecuniary loss and loss of earnings of the injured party.

Death, injury, other health impairments or the loss of animals are deemed to constitute property damage.

The impairment of a property's functions, without any impairment of the property's physical substance, is not deemed to constitute property damage.

### E6 Loss prevention costs

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Costs incurred as a result of loss prevention measures. Loss prevention measures are deemed to be any appropriate measures taken immediately to prevent the occurrence of an imminent insured loss. However, costs incurred in connection with recalling or withdrawing goods, together with the necessary preparatory work associated with these activities, as well as the costs of measures taken instead of recalling or withdrawing goods, are not deemed to be loss prevention costs (product recall).

### E7 Serial loss

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The total of all claims arising from all losses and *loss prevention costs* with the same cause is deemed to be one event (serial loss). The number of claimants or parties claiming or entitled to compensation is irrelevant.

The cause is deemed to be the same if several losses can, for example, be attributed to the same defect or flaw in a product or material (error in development, construction, production, instruction or presentation) or to the same act or omission (such as the breach of a duty of care, or an error).

### E8 Environmental impairment

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The long-term disturbance of the state of air, water, groundwater, soil, flora and fauna caused by any influence; as well as any situation defined by applicable law as environmental damage.

### E9 USA/Canada

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All states, federal territories and provinces belonging to the United States of America or Canada, as well as all other territories that fall under the jurisdiction of these countries.

### E10 Financial loss

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Loss quantifiable in monetary terms that is not attributable to *bodily injury* or to *property damage* suffered by the injured party.

### E11 Insureds

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The following natural persons or legal entities are deemed to be insureds:

#### E11.1 Policyholder

Natural person or legal entity, partnership, corporation or institution defined as the "policyholder" in the policy. If the policyholder is a partnership or jointly liable community, the partners or jointly liable members are treated in the same way as the policyholder with regard to rights and obligations.

Entities that are named as "*co-insured businesses*" in the policy (such as subsidiaries) are also deemed to be policyholders.

#### E11.2 Representatives of the policyholder

The current and former representatives of the policyholder, and the persons entrusted with managing or supervising the business.

#### E11.3 Employees and auxiliaries

The current and former employees and other auxiliaries of the *policyholder* in connection with their activities for the insured business. Persons pursuant to B1.3 are not included in this definition.

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**E11.4 Third parties as the owners of real property**  
The owners of real property, if the *policyholder* owns only the building but not the land (building lease).

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**E11.5 Co-insured businesses**  
Other “co-insured businesses” named in the policy, including the group of persons pursuant to E11.2–E11.4.

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**E11.6 Persons loaned or hired**  
Current and former staff loaned or hired by the *policyholder* who work or have worked for the *policyholder* (lease of labor or services).  
Persons loaned or hired out by the *policyholder* to a third party are not *insureds* (lease of labor or services) within the scope of their activities for the third party.

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## **E12 Insured risk**

The following risks are insured:

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**E12.1 Operational, occupational and product risks**  
Risks arising from the type of operation or occupation as described in the policy, as well as the activities, services and products that are normally associated with it.

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**E12.2 Premises risk**  
Risks arising from the ownership or possession (such as rental, lease) of real property, buildings, premises or facilities.

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**E12.3 Incidental risks**  
Dangers due to operational and industry-standard incidental risks such as:

- participating in trade fairs and exhibitions;
- organizing, preparing and holding business, sports and leisure events;
- auxiliary operations, for example workshops for maintaining machines and vehicles used by the business, gas stations;
- canteens, company firefighters, company doctors, pension funds, company associations, day care for children;
- railway sidings.

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**E12.4 Environmental risk**  
Risks to the environment arising from *facility, operational, occupational and product risks*.

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## **E13 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 annual premium for the next insurance year is due.



## **Want to file a claim?**

It's easy and fast – report your claim online at:

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