



General Insurance Conditions (GIC)

# **Premises Liability Insurance**

Version 04.2021

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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 Art. 3 of the Insurance Contract Act (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 made against *insureds* on the basis of statutory liability provisions (B1.1 GIC).

The coverage includes statutory liability for *bodily injury and property damage* in connection with the *insured works*.

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:

- arising from loss or damage of the *policyholder* (B3.1 GIC);
- arising from any liability that goes beyond the scope of liability imposed by law (B3.2 GIC);
- arising from a failure to comply with a legal obligation to insure (B3.3 GIC);
- arising from damage to property in care, custody and control or rented property (B3.4 GIC);
- arising from damage to property caused by conducting or failing to conduct work on or with this property, through processing or repair, for example (B3.5 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 pays the amount of compensation that the *insured* is required to pay to the injured party based on the insured's statutory liability (D1.1 GIC). For insured claims, 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 agreed 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 their own expense, any hazardous condition that could lead to a loss (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 collection, storage, disposal, 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 (A10 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 notify AXA without delay. This duty to notify also applies if police investigations are initiated as a result of such an event (D3.1 GIC).

## When does coverage begin and end?

Coverage 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 (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).

## 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 (e-mail, for example) by no later than the last day of the withdrawal period.

On withdrawal, any benefits already 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 within two weeks of submitting or sending the application.

If AXA breaches the duty to provide information pursuant to the Insurance Contract Act or the Liechtenstein Insurance Supervision Act, the *policyholder* will have 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/data-protection](https://www.axa.ch/data-protection).

# General Insurance Conditions (GIC)

## Part A General Provisions of the Insurance Contract

### A1 Scope of the contract

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

### A2 Term of the contract

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 cover that may be in place expires three days following receipt by the applicant of the notice of rejection. In this case, the applicant will owe the pro rata premium for the period of coverage.

If bankruptcy proceedings are initiated against the *policyholder*, the contract will remain in place and the bankruptcy administrator is required to comply with it.

### A3 Termination of the contract

#### A3.1 Ordinary termination

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

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

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

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

#### A3.3 Termination on change of ownership

A9.3 applies.

#### A3.4 Termination in the event of an increase or decrease in risk

A8.2 and A8.3 apply.

### A4 Premiums

#### A4.1 Amount of the premium 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 Calculation of the premium

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

### A5 Deductible

D2 applies.

### A6 Duty of care and other obligations

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

The *policyholder* is required to eliminate, at their 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

If the *policyholder* or the *insured* breaches one of the obligations with which they are required to comply (pursuant to C1.5, D4.2 and D4.3.3, for example) or breaches their duty to notify and provide information (pursuant to D3, for example), coverage will lapse. Coverage will not lapse, however, if the *policyholder* or the *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

A10, C1.5, D1.4.3, D3, D4.2 and D4.3.3 apply.

### A7 Duty to provide information

#### A7.1 Communication with AXA

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

#### A7.2 Increase or decrease in risk

A8.1–A8.3 apply.

#### A7.3 Claims

D3 applies.

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## A8 Increase or decrease in risk

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### A8.1 Change in material circumstances

The *policyholder* must notify AXA immediately in writing or in another form of text (e-mail, for example), by no later than the end of the insurance year, of any change in circumstances that is relevant for the purpose of evaluating risk and that the contracting partners discovered when answering the questions in the application.

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### A8.2 Increase in risk

A8.2.1 In the event of an increase in risk, AXA may increase the premium for the remainder of the term of the contract and change the conditions.

The *policyholder* 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 additional premium from the date of the increase in risk until the expiry of the contract.

A8.2.2 In addition, AXA reserves the right to terminate the contract within 14 days following receipt of the notification with respect to the increase in risk.  
If AXA terminates the contract, the contract will expire 30 days following receipt by the *policyholder* of the notice of termination in written or in another form of text (e-mail, for example).

AXA is entitled to the additional premium from the date of the increase in risk until the expiry of the insurance contract.

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### A8.3 Decrease in risk

In the event of a significant decrease in risk, the *policyholder* 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 *policyholder* requests a reduction in premium, AXA will reduce the premium correspondingly from the date on which it receives notification from the *policyholder*.  
If the *policyholder* 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 Change of ownership

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### A9.1 Rights and obligations

If the subject of the insurance contract changes ownership, the rights and obligations under the contract are transferred to the new owner.

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### A9.2 Rejection

The new owner may reject the transfer of the insurance contract by giving notice in writing or in another form of text (e-mail, for example) by no later than 30 days after the change of ownership. In this case, the contract ends retroactively from the date of the change of ownership.

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### A9.3 Termination

If the new owner only becomes aware of the insurance contract after the change of ownership, they may still terminate the contract by giving notice of termination in writing or in another form of text (e-mail, for example) within 30 days of the date on which they became aware of the existence of the contract, but by no later than 30 days following the date on which the next annual or partial premium following the change of ownership is due. The contract ends when notice of termination is received by AXA.

AXA may terminate the contract in writing or in another form of text (e-mail, for example) within 14 days after it becomes aware of the new ownership. The contract expires 30 days following receipt of the notice of termination by the new owner.

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## A10 Assignment of claims

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

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## A11 Principality of Liechtenstein

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If the *policyholder* has their domicile or 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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## A12 Applicable law and place of jurisdiction

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### A12.1 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).

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### A12.2 Place of performance

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

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### A12.3 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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## A13 Sanctions

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

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## Part B

# Scope of Insurance – General Provisions

### B1 Insured risk and insured liability

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#### 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.

Cover, within the scope of the insured risk specified in the policy, applies only if there is a causal connection between the damage or loss and the condition or the maintenance of the *insured works* or the exercise of the related ownership rights.

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 Engagement of third parties

The insurance covers claims made 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.

### B2 Trigger

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#### 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, the insurance **will not cover** any claims arising from loss or damage in this series.

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

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

#### B2.4 Prior acts coverage

Claims arising from a loss or *serial loss* caused before the start 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 of any defect in the *insured works* 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 specified in the AXA insurance policy.

#### B2.6 Extended coverage period

The following applies when an *insured* leaves the group of insureds: If, prior to leaving the group of insureds, an *insured* as defined in E10.2, E10.3 and E10.6 causes loss or damage through acts or omissions, any ensuing claim against the *policyholder* will be covered until the end of the contract at the latest. However, the personal liability coverage of an *insured* as defined in E10.2, E10.3 and E10.6 who leaves a group of insureds will continue even after any cancellation of the contract.

### B3 General exclusions

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#### B3.1 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*.

#### B3.2 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.

#### B3.3 Non-compliance with an obligation to insure

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

#### B3.4 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.

#### B3.5 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 through processing or repair.

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.



<p><b>B3.6 High likelihood and acceptance</b>  The insurance does not cover claims arising from any loss whose occurrence the <i>policyholder</i>, their <i>representatives</i> or persons tasked with managing or overseeing the business:</p> <ul style="list-style-type: none"> <li>• must have expected as being highly likely;</li> <li>• accepted in order to reduce costs, speed up work, or prevent pecuniary loss or loss of earnings.</li> </ul>	<p><b>B3.10 Electromagnetic fields</b>  The insurance does not cover claims in connection with the effects of electromagnetic fields (EMF).</p>
<p><b>B3.7 Damage to waste facilities</b>  The insurance does not cover claims for any 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.</p>	<p><b>B3.11 Ionizing radiation</b>  The insurance does not cover claims in connection with the effects of ionizing radiation.</p>
<p><b>B3.8 Misdemeanors and felonies</b>  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</p>	<p><b>B3.12 Nuclear damage</b>  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.</p>
<p><b>B3.9 Compensation of a punitive nature</b>  The insurance does not cover claims for compensation of a punitive nature, such as punitive or exemplary damages.</p>	<p><b>B3.13 Asbestos</b>  The insurance does not cover claims in connection with asbestos.</p>
	<p><b>B3.14 War and civil war</b>  The insurance does not cover claims in connection with war or civil war.</p>
	<p><b>B3.15 Electronic data</b>  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 the result of insured damage to data carriers (hardware).</p>

# Part C

## Scope of Insurance – Special Provisions

### C1 Environmental impairment

#### C1.1 Scope of coverage

The insurance covers the following claims and costs in connection with *environmental impairment*, provided that this is the result of a single sudden and unforeseen event requiring immediate measures, such as notifying the responsible 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 remedy 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 remedying 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 effect 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 of or leakage from 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 measures 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 B3

The insurance does not provide cover:

- C1.4.1 if only several events similar in effect (such as repeated dripping of toxic substances penetrating into the ground, repeated spillage of liquids from mobile containers) together trigger measures pursuant to C1.1 above that would not be 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;
- 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.

- C1.4.4 This exclusion does not apply to the operation's own facilities used for composting or short-term temporary storage of waste or waste products, or to the operation's own facilities for treating or preparing wastewater; for costs pursuant to C1.1.2–C1.1.4
  - in connection with the use of pesticides (herbicides, fungicides, insecticides), biocides, sewage sludge or fertilizers;
  - resulting from any change in the level or the flow behavior of groundwater (such as the depletion of wells);
  - due to any 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 claims arising from *pecuniary loss* pursuant to C1.1.5 above brought 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.

#### C1.5 Obligations

- C1.5.1 The *insured* must ensure that the processing, collection, storage, cleaning and elimination of environmentally hazardous materials complies with statutory and governmental 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 remediation and similar measures are complied with within the prescribed deadlines.

#### C1.6 Deductible

For costs and *pecuniary loss* pursuant to 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 *personal 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 items, 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 B3

The insurance does not cover:

- C2.2.1 the costs of eliminating a hazardous condition in accordance with A6.1;
- C2.2.2 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 (remediation costs, for example);
- C2.2.3 the costs of loss prevention measures taken because of snowfall or the accumulation of ice.

## C3 Use of vehicles

### C3.1 Motor vehicles

- C3.1.1 The insurance covers the liability as keeper and the liability arising from the use of motor vehicles (such as lawn tractors) and trailers used for the maintenance of the *insured works* and
  - for which no vehicle registration and no license plates are required;
  - whose license plates have been surrendered to the responsible 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's liability for benefits is limited to 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).
- C3.1.2 If the policy does not provide for higher sums insured, the minimum sums insured prescribed by Swiss road traffic legislation apply.
- C3.1.3 The insurance **does not cover** the liability:
  - of persons who used 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.
- C3.1.4 As a supplement to C3.1.3 and instead of B3, 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.

### C3.2 Mopeds

- C3.2.1 The insurance covers the liability arising from the use of mopeds that require insurance (including pedal electric bicycles, motorized wheelchairs and electric scooters), provided that any travel using these is undertaken in connection with the maintenance of the *insured works*.
- C3.2.2 AXA's liability for benefits is limited to the part of the indemnity that exceeds the scope of coverage under mandatory civil liability insurance (difference in conditions and limits coverage).
- C3.2.3 The restrictions pursuant to C3.1.3 and C3.1.4 apply *mutatis mutandis*. The provisions of Swiss road traffic legislation apply in all other respects, insofar as their application is mandatory.

### C3.3 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 (such as pedal electric bicycles with motor assistance up to a maximum of 25 km/h or motor-assisted hand carts), provided that any travel using these is undertaken in connection with the maintenance of the *insured works*.

## C4 Co-ownership or condominium ownership

### C4.1 Insured liability

If the *insured works* or parts thereof are co-owned or owned as a condominium, the following applies:

The insurance covers the liability:

- of the community of owners arising from parts of the building and *land* used in common and
- the liability of the individual co-owners arising from parts of the building to which they have an exclusive right.

### C4.2 Scope of coverage

The insurance also covers claims:

- of the community of owners against individual co-owners for damage to parts of the building and *land* used in common (in amendment of B3.1, B3.4 and B3.5);
- of an individual co-owner against the community of owners for damage whose cause is attributable to parts of the building and *land* used in common;
- of an individual co-owner against another co-owner for damage attributable to parts of the building to which they have an exclusive right.

The insurance **does not cover** claims for damage brought by the community of owners against an individual co-owner and vice versa for the part of the damage that corresponds to the percentage share of the relevant co-owner.

### C4.3 Persons in the same household

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

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## C5 Joint ownership

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### C5.1 Scope of coverage

If *insured works* or parts thereof are in joint ownership, the insurance also covers claims against the joint owners in their capacity as owners.

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### C5.2 Exclusion in addition to B3

The insurance does not cover claims arising from loss or damage suffered by the joint owners.

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### C5.3 Persons in the same household

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

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## C6 Construction owner's liability

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The following applies for construction projects in connection with the *insured works*:

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### C6.1 Scope of coverage

The insurance covers claims arising from *personal injury and property damage* as a result of demolition, earth-moving and construction work that are brought against the *insured* as the party that commissioned the work (construction owner) or against the *owner of the real property* as defined in E10.4.

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### C6.2 Exclusions in addition to B3

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

- C6.2.1 if the total cost of the project as defined in the estimate exceeds CHF 200,000; individual properties that form part of the (overall) project or that are to be built in several phases are, taken together, deemed to be a single structure;
- C6.2.2 if, for the project, an excavation pit is created with a depth of more than one story;
- C6.2.3 if it is built on a slope with a gradient of more than 25%;
- C6.2.4 that involves underpinning or undercrossing a neighboring structure;
- C6.2.5 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, remediation or maintenance of roads, squares, sidewalks, pipes and manholes;
- C6.2.6 that involves lowering the water table;
- C6.2.7 for which work causing strong vibrations (such as blasting or pile-driving) is performed;
- C6.2.8 that involves vibratory sheet piling or extraction;
- C6.2.9 that involves plans for drilling into the ground (for heat probes or pile foundations, for example).

Likewise, the insurance does not cover claims:

- C6.2.10 that affect the construction project itself or the land belonging to it;
  - C6.2.11 in connection with a reduction in the flow rate or the drying up of a source of water.
- 

### C6.3 Difference in conditions and limits coverage

AXA's liability for benefits is limited to 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.

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### C6.4 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.

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## C7 Cleaning costs

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### C7.1 Scope of coverage

As a supplement to B1.1, the insurance also covers claims by third parties for costs incurred due to the soiling of third-party property. Soiling is deemed to be equivalent to *property damage*. Coverage for *environmental impairment* is based exclusively on the contractual conditions specified for this purpose. If *insureds* themselves undertake the cleaning, compensation will be limited to their own direct costs.

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### C7.2 Exclusions in addition to B3

The insurance does not cover:

- claims for cleaning costs that are normally to be expected;
  - claims for cleaning costs if no measures were taken against the soiling;
  - claims relating to cleaning costs for soiled items that were delivered, installed, attached or moved by an *insured* or a third party commissioned by the insured.
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## C8 Release of data – Pecuniary loss

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### C8.1 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.

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### C8.2 Exclusions in addition to B3

The insurance does not cover claims:

- arising from any procedure granting the right to access, correct or destroy data;
  - arising from the publication or sale or disclosure of data for commercial purposes;
  - arising from garbled or inaccurate transmission of communications or information;
  - 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).
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### C8.3 Deductible

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

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## C9 Loading and unloading of vehicles

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### C9.1 Scope of coverage

C9.1.1 In amendment of B3.5, 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 kinds such as boxes, crates, barrels or drums.

C9.1.2 In amendment of B3.5, 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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### C9.2 Exclusions in addition to B3

The insurance does not cover claims:

C9.2.1 arising from damage to railroad rolling stock;

C9.2.2 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. C9.1.2 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;

C9.2.3 arising from damage to containers (except superstructures and trailers in accordance with C9.1.1 and tanks and cisterns in accordance with C9.1.2) and to the handled goods themselves while being loaded onto or unloaded from vehicles.

## C10 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 of gross negligence does not apply

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

# 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 their liability insurer, is required to pay to the injured party as compensation within the scope of coverage and statutory liability. 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 their 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 their liability insurer, and for any other insurance payments is 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 calculated based on the contractual conditions (provisions relating to sums insured or deductibles, for example) 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 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* may not 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 the costs of proceedings incurred in the event of a successful

outcome, such as an acquittal. Any attorney fees awarded to the *insured* must be passed on to AXA to the extent of the amount that it has 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 for the costs of 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 clarify 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 may be set out in the policy 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. D1.5 and D6 remain 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.

## 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 their 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 their 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 will handle claims if they exceed the deductible. It will conduct 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 their 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 rights of recourse, and is required to reimburse AXA for any recourse claims 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 applies:

- 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 litigation and attorney fees awarded to the *insured* must be passed on to AXA to the extent of the amount it has 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.

- D4.3.3 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 not affect 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 contract 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 appointed in consultation with AXA or by AXA in order to assist and support the *policyholder*, up to a maximum of CHF 50,000 per event (sublimit).

No deductible applies for costs in connection with crisis communication.

## 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. An attack by means of a digital data carrier that is connected with the IT system is also considered to be a cyber event.

### 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.

### 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.

### 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 or fauna caused by any influence; as well as any situation defined by applicable law as environmental damage.

### E9 Pecuniary loss

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

### E10 Insureds

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

#### E10.1 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 as being the same as the policyholder with regard to all rights and obligations.

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

#### E10.2 Representatives of the policyholder

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

#### E10.3 Employees and auxiliaries

The current and former employees and other auxiliaries of the *policyholder* in connection with their activities for the *insured works*. Persons pursuant to B1.2 are not included in this definition.

#### E10.4 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).

#### E10.5 Co-insured persons or businesses

Other natural persons or legal entities, partnerships, corporations or institutions specified in the policy, including the group of persons pursuant to E10.2 to E10.4.

#### E10.6 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.

## **E11 Insured works**

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The following works comprise the “insured risk”:

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### **E11.1 Buildings, land and other works**

Risks arising from the ownership of the buildings, land and other works specified in the policy.

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### **E11.2 Installations and facilities**

Risks arising from the ownership of installations and facilities belonging to the works pursuant to E11.1, such as:

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

### **E11.3 Ancillary buildings**

Risks arising from the ownership of ancillary buildings belonging to the works pursuant to E11.1, such as:

- fully enclosed garages for individual cars
- parking garages for motor vehicles
- tool sheds
- greenhouses.

## **E12 Insurance year**

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



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

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