



General Insurance Conditions (GIC)

# **Building property insurance**

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# Key points at a glance

This overview informs you about the material content of the insurance contract, in accordance with Art. 3 of the Federal Act on Insurance Contracts (ICA). The contracting parties' rights and obligations come into being on conclusion of the insurance contract, in particular on the basis of the application, policy, contract terms and statutory provisions.

## Who is the insurance carrier?

The insurance carrier is AXA Insurance Ltd., General Guisan-Strasse 40, 8401 Winterthur (hereinafter referred to as "AXA"), a stock corporation domiciled in Winterthur and a subsidiary of the AXA Group.

## What is insured?

Depending on the agreement, the following are insured: the building, its surroundings, the equipment and materials needed for the maintenance or use of the building, and the loss of rental income.

Also insured are specific costs that arise in connection with a loss event: These include in particular the costs of clearing and disposal, for temporary security measures, such as the cost of emergency doors and glass, as well as the costs of preparing the site, repair and covering the leaky water or gas pipes again.

## What risks and losses can be insured?

The following can be included in the coverage:

- fire (incl. events caused by natural forces);
- earthquake;
- burglary and robbery;
- water;
- glass breakage;
- extended coverage.

## What does the insurance not cover?

The insurance does not cover:

- property, costs and income for which a cantonal insurer provides or should provide coverage;
- losses due to warlike events, changes in the structure of atoms, and losses resulting from water from reservoirs or other man-made water systems.

This list is not exhaustive. The precise scope of coverage is stated in the policy and these GIC.

## What benefits does AXA provide?

AXA provides indemnity for insured objects which are destroyed, damaged or missing in connection with an insured event, for insured costs, and for insured lost rental income.

The indemnity is limited to the amount of insurance stated in the application and the policy for each group or coverage module. Any applicable deductible and any indemnity limits are stated in the application and/or the policy. In addition, the indemnity limits listed in the GIC apply to

- statutory insurance against damage by natural forces;
- singeing damage;
- loss prevention costs;
- construction projects;
- consequential and complementary damage under glass breakage insurance;
- as well as the deductible in the case of construction projects.

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

The premium and due dates are defined in the application and/or the policy. If the amount of insurance is automatically adjusted in line with inflation, the premium changes accordingly.

## What are the policyholder's main obligations?

Among other things, the policyholder must

- immediately notify AXA of an insured event and of any changes to the information stated in the application or the policy;
- protect and save insured property;
- maintain pipes and equipment connected to them and prevent them from freezing.

## When does the insurance begin and end?

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

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

## Special information for the Principality of Liechtenstein

The applicant is bound by the application to conclude an insurance contract for a period of two weeks after submitting or sending it.

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

## What data does AXA use, and how?

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

# General Insurance Conditions (GIC)

## Part A

### General conditions of the insurance contract

#### A1 Scope of the contract

The policy stipulates the insurance coverages which have been agreed. The policy, these General Terms and Conditions (GIC) and any Special Insurance Conditions (SIC) provide information about the scope of insurance. The insurance covers events that occur during the contract term; the contract term is stated in the policy.

#### A2 Contract term

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

#### A3 Termination of the contract

##### A3.1 Termination on expiration

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

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

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

- by the policyholder, no later than 14 days after he has become aware of the indemnity payment, whereby coverage ends 14 days after AXA receives the notice of termination
- by AXA, at the latest when the indemnity payment is made, whereby coverage ends 4 weeks after the policyholder receives the notice of termination.

##### A3.3 Termination of “Civil unrest and malicious damage” insurance

The insurance for “Civil unrest and malicious damage” can be terminated at any time by either of the two contracting parties. Insurance coverage ends 14 days after notice of termination is received.

##### A3.4 Termination of “Earthquake” insurance

“Earthquake” insurance can be terminated in writing by either contracting party as of the end of an insurance year by giving one month’s notice.

##### A3.5 Termination in case of change of ownership

A11.3 applies.

##### A3.6 Termination in case of risk increase

A10.2 applies.

##### A3.7 Termination in case of double insurance

A12.2 applies.

##### A3.8 Termination by the policyholder in case of a change to the contract by AXA

A7.2 applies.

#### A4 Automatic adjustment of amounts (indexing)

Indexed amounts of insurance and premiums are adjusted to changes in the construction cost index at the beginning of every insurance year.

- Any buildings shown in the policy that a cantonal insurer covers against fire damage are subject to changes in the current construction cost index of the canton.
- For buildings in the canton of Geneva, the “Indice genevois des prix de la construction de logements” (Geneva index of housing construction prices) applies.
- In all other cases – and if there is no separate construction cost index for the canton in question – the change is based on the Zurich global construction cost index.

Limits pursuant to this GIC, amounts of insurance on first loss (discretionary insured value), and insured rental income are not indexed.

#### A5 Premiums

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

#### A6 Deductible

The deductibles stated in the policy apply. These are deducted from the calculated loss or, in the case of statutory insurance against damage by natural forces, from the compensation. A CHF 500 deductible applies in every case to construction projects in accordance with C7. Unless otherwise agreed, the deductible is applied only once per event.

Exceptions:

- for damage from natural forces in accordance with C1.1.2 once for movable property and buildings;
- for damage as a result of earthquakes in accordance with C2 once for movable property, buildings and loss of rental income.

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## A7 Contract change by AXA

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### A7.1 Notification by AXA

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

- premiums
- the rules on deductibles
- the indemnity limits for coverage of events caused by natural forces as per E7.

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

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### A7.2 Termination by the policyholder

In the event that AXA adjusts the contract, the policyholder shall then have the right to terminate that part of the contract affected by the change, or the entire contract, at the end of the current insurance year. At the end of the insurance year, the contract will then end to the extent specified by the policyholder. Notice of termination must reach AXA no later than on the last day of the current insurance year.

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### A7.3 Consent to a change to the contract

The change to the contract is deemed to have been accepted unless the policyholder gives notice of termination.

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## A8 Due diligence and other obligations

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**A8.1** Policyholders and eligible claimants are subject to due diligence obligations. They must implement suitable measures in order to protect insured property against the insured risks.

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### A8.2 Pipes and connected equipment and apparatus

In the case of water insurance, insured persons must maintain all pipes and connecting systems and apparatus at their own expense, remedy any blockage, and take the necessary steps to prevent liquids in pipes from freezing. Even if premises are unused, the heating system must be suitably inspected and kept operational; otherwise, the pipes and all connecting equipment and apparatus must be drained.

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### A8.3 Breach of due diligence obligations

If due diligence obligations, security regulations or other obligations are culpably violated, the indemnity can be reduced commensurate with the scope to which the violation has caused or influenced the damage.

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**A8.4** Due diligence and other obligations in case of a claim  
F1 applies.

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## A9 Information obligations

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### A9.1 Communication with AXA

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

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### A9.2 Risk increase or reduction

A10.1 applies.

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### A9.3 Public-law orders

E3.2 applies.

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**A9.4** Contract change by AXA  
A7 applies.

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**A9.5** Change of ownership  
A11 applies.

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**A9.6** Double insurance  
A12 applies.

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**A9.7** Termination of the contract  
A3 applies.

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## A10 Risk increase or reduction

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### A10.1 Information obligation

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

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### A10.2 Risk increase

If the risk increases, AXA may raise the premium accordingly for the remainder of the contract term, or may terminate the contract. The policyholder has the same right of termination if no agreement can be reached on the premium increase.

The notice period is 14 days from the date of receipt of the notice. The contract ends 4 weeks after the notice of termination has reached the other party.

In either case, AXA can collect the additional premium from the start of the higher risk until the end of the contract term.

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### A10.3 Risk reduction

If the risk decreases, the premium is reduced commensurately.

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## A11 Change of ownership

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### A11.1 Rights and obligations

If the subject of the insurance contract changes ownership, the rights and obligations arising from the contract are passed on to the new owner.

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### A11.2 Declination

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

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### A11.3 Termination

If the new owner only became aware of the insurance contract after the change of ownership, he may nevertheless give notice to terminate the contract within 30 days of the date when he became aware of its existence, but no later than 30 days after the date on which the next annual or partial premium is due following the change of ownership. The contract ends when notice of termination reaches AXA.

AXA may terminate the contract in writing within 14 days after it becomes aware of the new ownership. The contract ends 30 days after notice of termination reaches the new owner.

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## **A12 Double insurance**

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### **A12.1 Notification obligation**

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

### **A12.2 Termination**

AXA may terminate the insurance within 14 days of notification of double insurance. The contract ends 4 weeks after the notice of termination reaches the policyholder.

## **A13 Principality of Liechtenstein**

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

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

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

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

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

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

## **A15 Sanctions**

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The obligation to indemnify shall lapse to the extent and for as long as amounts due under this contract are barred on account of statutory sanctions relating to business, trade or finance.

# Part B

## Insured object

### B1 Buildings

If mentioned in the policy, the insurance covers:

- B1.1 Buildings**  
The insurance covers the buildings and parts of buildings listed in the policy.  
The amount of insurance equals the new-for-old value (cost of restoration or reconstruction), unless coverage at present value has been agreed.
- B1.1.1** The following applies if only an individual owner's share of a condominium is insured: The insurance covers the condominium owner's premises that have been assigned by special right taking into account any special structural features. The shared parts and facilities of the building are insured up to the corresponding proportionate value of the insured condominium.
- B1.1.2** The differentiation between buildings and movable property is governed as follows:
- in cantons without cantonal building insurance, AXA's standards for building insurance;
  - in cantons with cantonal building insurance and in the Principality of Liechtenstein, by the respective statutory provisions.
- B1.1.3** Building components that are removed temporarily for maintenance or repairs remain co-insured, irrespective of their location.

The following are insured only by special agreement:

- B1.2**
- special foundations
  - physical structures outside of the building
  - artistic and historical valuables
- in accordance with the standards for AXA building insurance. Different cantonal provisions remain reserved.
- B1.3** Property as per C1.2, against damage caused by natural forces.

Under B1, the insurance does not cover:

- B1.4** special property and costs as per B2.
- B1.5** Rental income as per B3.

### B2 Special items and costs

If mentioned in the policy, the insurance covers:

- B2.1 Trace and access costs**
- The cost of uncovering leaking pipes that carry water or gas;
  - the cost of walling up or covering these pipes again after they have been repaired or replaced;
  - the cost of these activities also for pipes outside of the building, provided that these pipes serve the insured building, physical structures or permanently installed property outside of the building for whose maintenance the building owner is responsible.

The insurance also covers costs incurred in connection with:

- the search for the leak, insofar as this is necessary to locate the leak and thus reduce the site preparation costs;
- repairing the area around the leak.

If the pipes serve multiple buildings, the insurance covers only the prorated cost.

The insurance does not cover:

- site preparation costs for pipes that were moved for operational reasons;
- site preparation costs for earth tubes, geothermal probes, geothermal storage facilities and the like;
- the cost of searching for, uncovering and repairing pipes in connection with instructions by the authorities or for maintenance / remediation purposes;
- maintenance and loss prevention costs.

### B2.2 Clean-up and disposal costs

- The cost of cleaning up the remains of insured property and taking them to the nearest suitable disposal site, as well as
- the cost of storing, disposing and destroying such items;
- the cost of toxicological analyses in the case of hazardous waste;
- the cost of demolishing the remaining parts of buildings that a claims adjuster has deemed to be without value.

The cost of clearing and disposal does not include decontaminating the air, water and soil (incl. fauna and flora), even if mixed with or covered by the insured property. The insurance does not cover the cost of clearing and disposing of items outside of the building ("damage to the surroundings"). Indemnity for damage to the surroundings is based on B2.11.

### B2.3 Cost of protecting and moving property

Costs not covered by an insurer of movables and incurred when property must be moved, changed, temporarily stored or protected in order to restore, replace or clean up other property that is covered by this contract. Indemnity is paid only if full or partial compensation cannot be claimed from another insurer. No coverage is in place for compensation, partition and recourse claims.

### B2.4 Cost of decontaminating soil and extinguishing water

Costs incurred by the policyholder due to public-law orders in connection with contamination, in order to:

- test and, if necessary, decontaminate or replace the soil (incl. fauna and flora) on the plot where the property damage occurred;
- test and, if necessary, decontaminate and remove extinguishing water on the plot where the property damage occurred;
- transport contaminated soil or extinguishing water to the next suitable disposal site and to store or destroy it there;
- subsequently restore the land to its condition prior to the insured event.



Costs in accordance with B2.4 do not count as clearing and disposal costs as defined in B2.2. Indemnity is paid only if full or partial compensation cannot be claimed from another insurer. No coverage is in place for compensation, partition and recourse claims.

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**B2.5 Cost of changing locks**

Costs of changing or replacing:

- keys, magnetic cards and the like;
- locks to the buildings listed in the policy.

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**B2.6 Provisional security measures**

The costs of emergency doors, locks, glass protection and the like to which AXA agreed in advance.

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**B2.7 Equipment and materials**

Equipment and materials that are necessary for maintaining or using the insured building and the land belonging to it. The contents of coin-operated machines for non-commercial use in residential buildings are covered.

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**B2.8 Damage to buildings and theft from building elements, physical structures**

Cost of repairing damage to buildings caused in connection with burglary or attempted burglary. The costs for the replacement of fixed building elements, physical structures on and in the building, and physical structures outside of the building but within the land belonging to it, are covered.

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**B2.9 Subsequent cost increases**

The inflation-linked construction cost increase for buildings starting from the beginning of the insured event until completion of the reconstruction. The indemnity period is limited to 2 years.

The calculation is based on the construction cost index for the contract.

Only the effective additional costs are indemnified.

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**B2.10 Construction materials**

Construction materials that belong to the owner of the building and that are not yet a permanent part of the insured building.

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**B2.11 Damage to the surroundings**

Costs incurred by the policyholder for loss/damage outside of the insured building but on the land belonging to it, if proven to have been caused by an insured event, i.e.

- the cost of restoring the physical structures (incl. clearing and disposal costs) or permanently installed property such as footpaths, stairs, retaining walls, garden sheds, flagpoles, antenna systems, solar panels, earth tubes, geothermal probes, pergolas, swimming pools (including fixed covers and parts), etc.;
- the cost (incl. clearing and disposal costs) of restoring the land itself and its replanting;
- the cost of restoring the parts of the building's supply and drainage infrastructure that the owner is responsible for maintaining.

**The following are insured only by special agreement:**

- property as per C1.2, against damage caused by natural forces.

**The insurance does not cover:**

- items that constitute buildings or parts thereof in accordance with B1;
- special foundations, systems for securing the excavation site and sealing off groundwater (drill, ram, cement, wood and special piling; pipe-jacks and reinforced pile walls, supports for diaphragm wall, reinforcements, anchors);
- areas and woodland used for agricultural purposes;
- cultivation for commercial use, incl. the associated land;
- damage from hail or snow loads to plants and cultivation, incl. products derived therefrom;
- damage resulting from work to improve the construction substrate as well as from excavation of the site;
- site preparation costs as per B2.1;
- damage to protective installations that serve their normal purpose.

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**B2.12 Additional living expenses**

Costs the building owner incurs from not being able to use the buildings or parts thereof as listed in the policy. Any cost savings are deducted.

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**Under B2, the insurance does not cover:**

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**B2.13** Buildings and property as per B1.

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**B2.14** Rental income as per B3.

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**B3 Rental income**

Water insurance covers rental income – except in the case of hotels, guesthouses with guest rooms, vacation homes and vacation apartments.

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**B3.1 Rental income**

Rental income refers to the effective loss of the rental income due to the rented rooms becoming unusable. The loss must have occurred in the building listed in the policy. Moreover, the loss must have been caused by an event that is covered under these GIC.

Barring special agreement, the indemnity period is limited to a maximum of 2 years.

The total gross rental income including ancillary costs for the building listed in the policy forms the basis for the relevant declaration year (12 months).

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**The following are insured only by special agreement:**

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**B3.2 Rental income as per B3.1.**

- In the event of fire and damage caused by natural forces;
- in case of damage from earthquakes;
- in the event of water damage at hotels, guesthouses with guest rooms, vacation homes and vacation apartments;
- for extended coverage.

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**Under B3, the insurance does not cover:**

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**B3.3** Buildings and property as per B1.

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**B3.4** Special property and costs as per B2.

## Part C

### Insured risks and loss

#### C1 Fire (incl. events caused by natural forces)

<b>If mentioned in the policy, the insurance covers:</b>	
<b>C1.1 Fire</b>	This includes:
<b>C1.1.1 Fire damage</b>	Damage caused by: <ul style="list-style-type: none"> <li>• fire;</li> <li>• smoke (sudden accidental impact);</li> <li>• singeing of residential property that the policyholder owns and occupies;</li> <li>• lightning;</li> <li>• explosion and implosion;</li> <li>• aircraft and spacecraft or parts thereof that crash or land during an emergency.</li> </ul>
<b>C1.1.2 Damage from natural forces</b>	Damage caused by: <ul style="list-style-type: none"> <li>• high water;</li> <li>• flood;</li> <li>• storm (= winds of at least 75 kph that uproot trees or unroof buildings in the vicinity of the insured property);</li> <li>• hail;</li> <li>• avalanches;</li> <li>• snow load;</li> <li>• rock slide;</li> <li>• rockfall;</li> <li>• landslide.</li> </ul> <p>Damage from natural forces does not include</p> <ul style="list-style-type: none"> <li>• damage caused by ground subsidence, poor construction substrate, faulty construction methods, lack of building maintenance, omission of preventive measures, artificial earth movements, snowslide from roofs, groundwater, water that rises and overflows in places where experience has shown this is likely to occur sooner or later;</li> <li>• damage caused by water from reservoirs or other manmade systems, water backups from the sewage system – irrespective of the cause;</li> <li>• damage from operational and managerial activities that experience has shown are likely to give rise to claims, such as on construction or civil engineering sites, on underground sites, or while extracting stone, gravel, sand or clay;</li> <li>• damage from tremors caused when a manmade hollow space collapses.</li> </ul>

**The following are insured only by special agreement:**

<b>C1.2 Damage caused by natural forces to:</b>	<ul style="list-style-type: none"> <li>• easily moved constructions such as sheds at exhibitions and events, large tents, airdomes and air-supported structures;</li> <li>• greenhouses;</li> <li>• mobile homes together with their accessories.</li> </ul>
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**Scope of coverage:**

<b>C1.3</b>	The insurance covers insured objects that are destroyed, damaged or lost as the result of a fire or natural hazard, plus any related insured costs and insured rental income.
<b>C1.4</b>	Singeing damage in accordance with C1.1.1 is limited to CHF 5,000 per event.
<b>The insurance does not cover:</b>	
<b>C1.5</b>	Damage caused by intentional or gradual effects of smoke.
<b>C1.6</b>	Damage to insured property that is exposed to purposeful combustion or warmth.
<b>C1.7</b>	Damage to live electrical machines, apparatus and cables due to the effects of the electrical energy itself, excess voltage, or a rise in temperature due to overload.
<b>C1.8</b>	Damage to electrical protective components such as melting fuses that arises while they serve their normal function.
<b>C1.9</b>	Damage from cracks caused by detonations. The insurance does, however, cover parts of buildings that must be repaired for structural reasons because of cracks.
<b>C1.10</b>	Damage resulting from underpressure (except implosion), water impact, centrifuge breaks, and other operational effects caused by mechanical forces.
<b>C1.11</b>	Damage resulting from snow loads affecting only roofing materials, chimneys, gutters or drainpipes.
<b>C1.12</b>	Damage resulting from earthquakes and volcanic eruptions in accordance with C2.
<b>C1.13</b>	Damage caused by civil unrest and the measures taken against it according to C6.1.1.

#### C2 Earthquakes

**If mentioned in the policy, the insurance covers:**

<b>C2.1 Earthquakes</b>	These include:
<b>C2.1.1 Earthquake</b>	Damage caused by tremors that are set off through tectonic shifts in the earth's crust. If it is unclear whether a tectonic event has occurred, the corresponding assessment by the Swiss Seismological Service shall prevail. The first damage-causing earthquake and all subsequent quakes in the first 168 hours thereafter shall be deemed to be a single event.
<b>C2.1.2 Volcanic eruptions</b>	Damage due to phenomena such as the rise and spewing of magma, together with ash clouds and rain, gas or glowing clouds, or lava flow.

<b>Scope of coverage:</b>		<b>C3.4</b>	Damage resulting from fire and events caused by natural forces in accordance with C1 or earthquakes and volcanic eruptions in accordance with C2.
<b>C2.2</b>	The insurance covers insured objects that are destroyed, damaged or lost as the result of an earthquake or volcanic eruption, plus any related insured costs and insured rental income.	<b>C3.5</b>	Damage caused by civil unrest and the measures taken against it according to C6.1.1.
<b>C2.3</b>	<b>Subsidiary coverage</b> In cantons with cantonal earthquake insurance and a legal entitlement to benefits, damage caused by earthquakes or volcanic eruptions is only subsidiary to the benefits of the cantonal earthquake insurance.	<b>C4</b>	<b>Water</b>
<b>The insurance does not cover:</b>		<b>If mentioned in the policy, the insurance covers:</b>	
<b>C2.4</b>	Damage from tremors caused when a manmade hollow space collapses.	<b>C4.1</b>	<b>Water</b> Damage caused through:
<b>C2.5</b>	Damage caused by civil unrest and the measures taken against it according to C6.1.1.	<b>C4.1.1</b>	Water or other liquids leaking from <ul style="list-style-type: none"> <li>• pipe systems that purposefully transport fluids within the insured building;</li> <li>• installations and apparatus that are connected to these pipe systems;</li> <li>• pipe systems that transport fluids that supply the insured building, physical structures, or any permanently installed property outside of the building for whose maintenance the building owner is responsible or that serve only the insured building.</li> </ul>
<b>C3</b>	<b>Burglary and robbery</b>	<b>C4.1.2</b>	Fluids leaking from permanently installed heating, air conditioning, or cooling apparatus and systems that serve the insured building or operations within it.
<b>If mentioned in the policy, the insurance covers:</b>		<b>C4.1.3</b>	Water leaking suddenly and accidentally from ornamental fountains, aquariums, waterbeds, portable air conditioners, humidifiers, and pools.
<b>C3.1</b>	<b>Burglary and robbery</b> Losses which evidence, witnesses, or circumstances conclusively prove to have been caused through:	<b>C4.1.4</b>	Rain, snow and meltwater inside the building, provided that the water entered the building through the roof, through closed doors or windows, from gutters or from exterior drainpipes.
<b>C3.1.1</b>	<b>Burglary</b> Theft by perpetrators who forcefully <ul style="list-style-type: none"> <li>• break into a building or a room, or</li> <li>• break into a closed container in the room.</li> </ul> Movable structures, e.g. tool sheds, are deemed to be the same as buildings.  The following acts are deemed to be the same as burglary: <ul style="list-style-type: none"> <li>• theft through access involving the correct keys, magnetic cards etc. or codes if the perpetrator appropriated them by way of burglary or robbery;</li> <li>• escape theft: theft committed by a perpetrator who uses force to escape from a building or a room within a building.</li> </ul>	<b>C4.1.5</b>	Blockages in the sewage system.
<b>C3.1.2</b>	<b>Robbery</b> Theft with the <ul style="list-style-type: none"> <li>• threat or</li> <li>• use of force</li> </ul> directed at an insured party, that party's employees or persons who live in the same household.  Theft by rendering others defenseless through accident, unconsciousness or death is deemed to be the same as robbery.	<b>C4.1.6</b>	Groundwater and water originating from underground slopes that seeps into the building; also as a consequence of high water or flooding, provided that the water seeped into the building only from underground.
<b>Scope of coverage:</b>		<b>C4.1.7</b>	Frost damage to water pipes: Coverage of the costs of repairing and thawing out frost-damaged water pipe systems and connecting apparatus within the building and pipes in the ground on the outside, provided that they serve the insured building, physical structures or permanently installed property outside of the building that the property owner must maintain. If these pipes serve multiple buildings, the insurance covers only the prorated cost.
<b>C3.2</b>	The insurance covers insured objects that are destroyed, damaged or lost as the result of a burglary or robbery, plus any related insured costs.	<b>Scope of coverage:</b>	
<b>The insurance does not cover:</b>		<b>C4.2</b>	The insurance covers insured objects that are destroyed, damaged or lost as the result of water damage, plus any related insured costs and insured rental income.
<b>C3.3</b>	Damage caused by persons who share the insured party's household or who work for that party, provided their position grants them access to the insured premises.	<b>C4.3</b>	Costs are also insured in connection with leaking or frozen pipes carrying gas or liquids in the event of <ul style="list-style-type: none"> <li>• unexpected loss of water or gas;</li> <li>• provisionally supplying utilities to the insured building.</li> </ul>
		<b>C4.4</b>	Costs for the search and location of liquid or gas intakes/leaks regardless of the cause and not connected with a burst pipe are insured up to a maximum of CHF 2,000.
		<b>C4.5</b>	Site preparation costs are insured as described in B2.1.

<b>The insurance does not cover:</b>	
<b>C4.6</b>	Damage to installations (technical installations, machines and apparatus) connected to such pipe systems themselves when the damage is caused by the leakage of fluids within these installations.
<b>C4.7</b>	Damage resulting from oil leaks during maintenance work on the heating oil tank or the heating system, or when filling or emptying the tank system.
<b>C4.8</b>	Damage to air-conditioning systems caused by artificially produced frost.
<b>C4.9</b>	Damage to the apparatus and installations mentioned under C4.1.2 caused by the mixing of different fluids or gases within these systems.
<b>C4.10</b>	Damage due to rain, snow or meltwater <ul style="list-style-type: none"> <li>to the roof: support structures, insulation, and roofing materials with underlay;</li> <li>to the facade: exterior walls and insulation;</li> <li>to all elements belonging to the building's envelope, such as windows, doors, cladding, and panels.</li> </ul>
<b>C4.11</b>	Thawing out and repairing gutters and exterior drainpipes.
<b>C4.12</b>	The cost of removing snow and ice.
<b>C4.13</b>	Damage caused by the penetration of rain, snow and meltwater leaking through open skylights, safety roofs or openings in the roofs during construction, conversion or other work.
<b>C4.14</b>	Backwater damage for which the owner of the sewage system is liable.
<b>C4.15</b>	Damage caused by ground subsidence or poor construction substrate.
<b>C4.16</b>	Damage from faulty construction, i.e. defects in the design (planning and calculation errors) or execution (construction) of the building, provided that a participating contractor, architect or engineer, etc. can be held liable for such damage under statutory or contractual provisions. This exclusion is valid for 5 years after the construction activities have been concluded.
<b>C4.17</b>	Damage due to inadequate building maintenance or the omission of preventive measures.
<b>C4.18</b>	The cost of rectifying the cause of the damage itself and of maintenance and loss prevention measures. The rules stipulated in B2.1 (site preparation costs) and C4.1.7 (frost damage) are reserved.
<b>C4.19</b>	Damage resulting from fire and events caused by natural forces in accordance with C1 (provision C4.1.6 regarding water originating from underground slopes is reserved) or earthquakes and volcanic eruptions in accordance with C2.
<b>C4.20</b>	Damage caused by civil unrest and the measures taken against it according to C6.1.1.

## **C5 Glass breakage**

<b>If mentioned in the policy, the insurance covers:</b>	
<b>C5.1</b>	<b>Breakage of:</b>
<b>C5.1.1</b>	<b>Glass on buildings</b> Glass on buildings (incl. the facades and wall cladding made of glass and glass bricks) that is permanently connected to the insured building. The insurance also covers: <ul style="list-style-type: none"> <li>breakage of glass ceramic stove tops;</li> <li>breakage of natural and artificial stone tops in kitchens, bathrooms and toilet areas;</li> <li>breakage of glass floors;</li> <li>breakage of glass parts of solar panels;</li> <li>breakage of glass on dome lights;</li> <li>breakage of glass on physical structures and permanently installed property outside of the insured building but on the plot;</li> <li>the cost of emergency windows;</li> <li>the cost of engraving, laminating, etching, sandblasting, etc. due to broken glass.</li> </ul>
<b>C5.1.2</b>	<b>Sanitary facilities</b> Washbasins, sinks, toilets, cisterns, urinals, separating walls and bidets.
<b>The following are insured only by special agreement:</b>	
<b>C5.2</b>	Restrictions in coverage to shared premises.
<b>Scope of coverage:</b>	
<b>C5.3</b>	The insurance covers breakage of insured glass on buildings and sanitary facilities.
<b>C5.4</b>	Materials similar to glass are deemed to be the same as glass if used instead of glass.
<b>C5.5</b>	The insurance coverage also includes breakage that occurs in connection with civil unrest and related preventive measures. For damage of this sort, the amount of insurance agreed in the policy is doubled.
<b>C5.6</b>	The amount of insurance for glass on buildings and sanitary facilities also includes:
<b>C5.6.1</b>	Consequential and complementary damage from insured glass breakage up to a maximum of CHF 5,000; however, without replacement of fittings of any kind (in particular the mixer tap);
<b>C5.6.2</b>	In rooms used by the policyholder and his family members: <ul style="list-style-type: none"> <li>damage from chipping on sanitary facilities in accordance with C5.1.2;</li> <li>damage in the form of broken or chipped bathtubs or shower trays.</li> </ul>
<b>The insurance does not cover:</b>	
<b>C5.7</b>	Damage to lighting fixtures of any type.
<b>C5.8</b>	Damage caused by third parties (workmen, etc.) to glass on buildings, to the frames of such glass, or to sanitary facilities.
<b>C5.9</b>	Damage to display screen glass and displays of all types.

C5.10	Damage resulting from ground subsidence, poor construction substrate, inadequate building maintenance and faulty construction methods as per C4.16.	
C5.11	Damage resulting from fire and events caused by natural forces in accordance with C1 or earthquakes and volcanic eruptions in accordance with C2.	
<b>C6</b>	<b>Extended coverage</b>	
<b>The following are insured, if mentioned in the policy and unless otherwise insured:</b>		
C6.1	<b>Extended coverage</b> This includes:	
C6.1.1	<b>Civil unrest</b> Damage resulting from civil unrest. Civil unrest includes violent acts committed against persons or property in connection with unlawful assembly, riot or tumult. The insurance also covers loss from looting in direct connection with civil unrest. In cantons with cantonal buildings insurance, fire damage to buildings in the event of civil unrest is covered only subsidiarily to the indemnity paid by the cantonal buildings insurance. The insurance does not cover: <ul style="list-style-type: none"> <li>• damage to prefabricated elements and equipment as well as construction works and equipment;</li> <li>• Damage from glass breakage.</li> </ul>	C6.1.5 <b>Vehicle impact</b> Loss/damage caused by vehicle impact, insofar as insured property is destroyed or damaged as a result. The insurance does not cover: <ul style="list-style-type: none"> <li>• damage to prefabricated elements and equipment as well as construction works and equipment;</li> <li>• loss that is covered under mandatory liability insurance.</li> </ul>
C6.1.2	<b>Malicious damage</b> Losses arising from malicious damage. Malicious damage refers to all intentional damage to or destruction of insured property. It also covers malicious damage in connection with strikes and lockouts. Lost property is not replaced. The insurance does not cover: <ul style="list-style-type: none"> <li>• damage to prefabricated elements and equipment as well as construction works and equipment;</li> <li>• damage from glass breakage;</li> <li>• loss caused by own or third-party employees working for the company or persons living in the insured building, unless such loss is in connection with a strike or lockout.</li> </ul>	C6.1.6 <b>Building collapse</b> Destruction of or damage to insured property due to the collapse of buildings. The insurance does not cover: <ul style="list-style-type: none"> <li>• damage resulting from faulty building maintenance or poor construction substrate;</li> <li>• damage to and resulting from property that is being built or converted, to prefabricated elements and equipment, construction works and equipment.</li> </ul>
C6.1.3	<b>Damage from fluids</b> Destruction of or damage to insured property resulting from sudden, unforeseen and unintended leaking of liquids from pipe systems, tanks, and containers. The insurance does not cover: <ul style="list-style-type: none"> <li>• losses resulting from water damage as per C3;</li> <li>• damage to the escaped liquid itself and the loss thereof;</li> <li>• damage to pipe systems, tanks and containers through wear and tear, rust or corrosion;</li> <li>• damage from faulty maintenance or the omission of preventive measures;</li> <li>• the cost of remedying the cause of the damage that led to the escape of the liquid;</li> <li>• damage to prefabricated elements and equipment as well as construction works and equipment.</li> </ul>	C6.1.7 <b>Martens, rodents and insects</b> Destruction of or damage to insured property by martens, rodents such as rats and mice, or insects. The insurance does not cover: <ul style="list-style-type: none"> <li>• damage by pets or any privately or commercially kept animals;</li> <li>• damage by wood pests;</li> <li>• the removal of nests of any type;</li> <li>• the costs of expulsion of and defense against martens and rodents, as well as insect control.</li> </ul>
C6.1.4	<b>Melting damage</b> Destruction of or damage to insured property resulting from heat due to the sudden, unforeseen and unintended leaking of molten materials. The insurance does not cover: <ul style="list-style-type: none"> <li>• damage to the escaped molten materials themselves as well as the loss thereof;</li> <li>• costs of recovering the escaped molten materials;</li> <li>• the cost of remedying the cause of the damage that led to the escape of the molten materials;</li> </ul>	C6.1.8 <b>Unspecified risks and losses</b> Damage to the insured property arising from its destruction, damage or loss, and the result of an unforeseen and sudden event. The insurance does not cover: <ol style="list-style-type: none"> <li>a) all risks, damage and special events that are explicitly excluded, insured or insurable in accordance with the General and Special Insurance Conditions that are valid for this contract;</li> <li>b) damage covered under AXA's engineering insurance – in particular building technology failure;</li> <li>c) damage to property during transportation, incl. while loading or unloading and during transport-related interim storage, incl. manipulation and moving with carrying and lifting equipment;</li> <li>d) damage for which the manufacturer, seller, hirer or the repair firm are legally or contractually liable. To the extent that the policyholder is not indemnified by such third parties or their liability insurance, any damage not covered will be compensated under this contract (subsidiary coverage);</li> <li>e) damage resulting from embezzlement, unlawful use of assets, extortion, fraud, document forgery, management fraud;</li> <li>f) damage from ordinary theft, inventory shortage, property being lost, mislaid or having disappeared inexplicably;</li> <li>g) damage resulting from instructions or recommendations of relevant authorities on the basis of provisions under public law; violation of import, export, transit as well as customs regulations; confiscation;</li> <li>h) damage resulting from sinking, tearing, shrinking and stretching of buildings and parts thereof;</li> <li>i) damage resulting from pollution, contamination, epidemic, pandemic or impurity;</li> <li>j) damage caused by <ul style="list-style-type: none"> <li>• genome and gene mutations,</li> <li>• organisms whose genetic material has been altered by a genetic procedure (Appendix 1 of the Swiss Release Ordinance) to an extent not found under nat-</li> </ul> </li> </ol>

ural conditions through crossing or natural recombination,

- transplantation of cells;
- k) damage or defects to property that is being processed, produced, repaired or treated in some other way, including installation, deinstallation, manipulation, testing, restoration, packaging, or work involving changes, renovations, cleaning or maintenance, unless the policyholder proves that the loss is in no way connected to the processes mentioned above;
- l) damage to machines and systems sustained in direct connection with attempts and experiments involving such;
- m) damage from faulty maintenance or the omission of preventive measures;
- n) damage as a direct consequence of foreseeable influences of mechanical, thermal or electrical type, such as normal wear and tear, aging, rust, corrosion, erosion or decay;
- o) damage resulting from a change of taste, color, structure or appearance;
- p) damage to and through software, computer and other electronic equipment, data and information carriers of all kinds, as well as at and through the data and information it contains (including damage caused by computer viruses and hackers);
- q) damage resulting from animals of all kinds, as well as from microorganisms;
- r) damage caused by construction, conversion, installation or repair, damage to and by mounting equipment and construction site installations, as well as damage to objects in construction, conversion, or installation;
- s) damage from extracting stones, gravel, sand, clay, ores and minerals;
- t) damage through artificial earth movements as well as shifts in terrain;
- u) damage to jewelry and art objects;
- v) damage to property as the result of errors in construction, materials, work, and plans relating to that property. The insurance covers consequential damage to other insured property, except in the case of buildings;
- w) damage to land, water, excavation pits, ground, roads, paths, dams, canals, tunnels, tracks, railway lines, reservoirs, bridges, mines, docks, piers, jetties and pipelines outside the insured property;
- x) damage to and by vehicles and trailers of any kind (all land, air, water and rail vehicles).

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**The insurance does not cover:**

- C6.2** damage due to fire and events caused by natural forces in accordance with C1 (except for civil unrest), earthquakes and volcanic eruptions in accordance with C2 or terrorism, as well as damage during civil unrest, unless this is specifically insured in accordance with C6.1.1.

## **C7 Construction project**

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**The insurance covers:**

- C7.1** Construction projects for the insured buildings or parts thereof as shown in the policy, provided the total building costs **do not exceed CHF 100,000**. Construction projects include renovation, maintenance and conversion work on the insured building or parts thereof that must be carried out by qualified builders.

The insurance covers loss

- affecting any construction and installation works, building materials, and the existing insured building or insured parts thereof that occurs due to sudden and unforeseen damage or destruction (construction accidents) and is identified during the contract term and is a direct consequence of the building activities and;
- for which the builder-owner and policyholder are liable according to valid legal provisions or SIA standards.

Insurance coverage ends when the construction project is deemed to have been accepted in accordance with the law or SIA standards. The commissioning of construction work is deemed to be the same as acceptance.

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**Regardless of the contributing causes, the following are not insured:**

- 
- C7.2** New construction and extension projects involving the roof, facade or the outside of the insured building.
- 
- C7.3** Damage through mistaken demolition or deinstallation.
- 
- C7.4** Loss arising from normal weather effects as can be expected given the season and local conditions.
- 
- C7.5** The cost of remedying any defects such as faulty workmanship or planning.
- 
- C7.6** The cost of remedying exposed cracks, also in cases where surfaces are no longer properly sealed. The insurance does, however, cover the costs of repairing cracks on parts of buildings that must be repaired for structural reasons.
- 
- C7.7** The cost of remedying cosmetic defects, even if they are the result of an indemnifiable event.
- 
- C7.8** The cost of remedying scratches and stains on all types of surface as well as the cost of remedying corrosive action on building parts of all types – in particular from cement fluid, damage caused by spray painting and graffiti, and operational damage to technical installations.
- 
- C7.9** Contractual penalties due to non-compliance with completion and acceptance deadlines or other obligations and other pecuniary loss.
- 
- C7.10** Cost of damage caused culpably by a contractor involved in the construction of the building or for which he is liable. In such cases, necessary and reasonable legal costs are covered.
- 
- C7.11** Work that affects the stability of support elements.
- 
- C7.12** Damage resulting from fire and events caused by natural forces in accordance with C1 or earthquakes and volcanic eruptions in accordance with C2.
- 
- C7.13** Damage caused by civil unrest and the measures taken against it according to C6.1.1.

## Part D

### General exclusions

#### D1 General exclusions

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**D1.1** The insurance does not cover property, costs and income for which a cantonal insurer provides or should provide coverage.

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**D1.2** In case of

- warlike events,
- neutrality violations,
- revolution, rebellion, uprising

and measures aimed at containing the foregoing, and in case of

- changes to the structure of atoms,

AXA is liable only if the policyholder can prove that the damage is unrelated to these events.

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**D1.3** The insurance does not cover damage through water from reservoirs and man-made water systems, irrespective of the cause.

# Part E

## Compensation

### E1 General

- E1.1** The indemnity is limited to the amount of insurance stated in the policy for each group or coverage module.
- E1.2** If the policy or the GIC define limits for certain indemnities, entitlement to compensation per event applies only once, even in cases where different policies provide such coverage.
- E1.3** Personal sentimental value is taken into account only if this has been explicitly agreed.
- E1.4** The amounts of insurance also cover loss minimization costs. If these costs together with the indemnity exceed the amount of insurance, only the cost of measures taken on AXA's instructions is covered. AXA does not cover the services of public firefighters, police and others whose duty it is to provide assistance.
- E1.5** The indemnity also includes construction management costs, provided the insured event has been established and the claims settlement has been approved or ordered by AXA's claims adjusters.
- E1.6** In connection with fire and events caused by natural forces, the costs are covered for reasonable and suitable immediate measures to prevent the occurrence of an imminent insured event at the insured location. Indemnity is limited to CHF 5,000.
- E1.7** If the eligible claimant subsequently regains possession of the stolen or lost property, the indemnity minus any reduction in value must be repaid, or the property must be handed over to AXA.

### E2 Buildings

- E2.1** Indemnity for the insured buildings or parts thereof is calculated on the basis of the replacement value at the time of the event, less the value of the remainder. If damaged buildings or parts thereof can be repaired, AXA indemnifies only the cost of the repair. Any restrictions on restoration imposed by authorities are of no consequence.
- E2.2** Replacement value is the new-for-old value of the reconstruction or restoration costs that are customary for the location. If the present value is insured, the structural depreciation that has occurred since construction is deducted. The remainder is assessed in the same manner.
- E2.3** If buildings or parts thereof are not reconstructed within 2 years at the same location, to the same extent, and for the same purpose, the replacement value shall be deemed to be the market value. In such cases, repairs shall be indemnified at present value.

This applies also if the reconstruction or repair

- is not carried out by the insured person or his legal heir in accordance with family and inheritance law, or

by a person who holds a legal title to acquire the building at the time of the event;

- is not possible because of administrative orders.

- E2.4** The current market value of a building equals the market price that could have been realized at the time immediately prior to the insured event – excluding the value of the plot (land, preparation and work on the surroundings, prorated ancillary costs of developing and accessing the site). In case of an insured event, an independent adjuster can establish the current market value.
- E2.5** In the case of demolition properties, the replacement value equals the proceeds that could have been realized from the property without the land (demolition value).
- E2.6** If, due to neglect, the present value of the building at the time of the damage is less than 50% of the new-for-old value, the present value is indemnified.

### E3 Special items and costs

- E3.1** The indemnity is calculated in accordance with B2 for:
- site preparation costs;
  - clearing and disposal costs;
  - the cost of protecting and moving property;
  - the cost of changing the locks;
  - temporary security measures;
  - subsequent cost increases;
  - damage to the surroundings;
  - additional living costs.
- E3.2** If the policyholder is ordered to decontaminate the soil and fire extinguishing water pursuant to B2.4 after a loss event, the cost is compensated, provided that the orders are under public law
- are based on ordinances that were in force when the event occurred;
  - are issued within one year from when the damage occurred;
  - were notified to AXA immediately after the date of issue;
  - affect contamination that is proven to be the consequence of an insured event.

If the event aggravates contamination due to a prior condition, AXA indemnifies only the amount that exceeds the cost of remedying the prior contamination, regardless of whether and when these costs were in fact incurred.

- E3.3** Equipment and materials in accordance with B2.7 are indemnified at new-for-old value (cost of buying a replacement). If damaged property can be repaired, AXA covers the cost of the repair, provided this is not higher than the new-for-old value of the property. Property that can no longer be used is compensated at present value.
- E3.4** In the case of damage to buildings, the insurance covers the cost of the actual repairs in accordance with B2.8.
- E3.5** Building materials are covered at their market price in accordance with B2.10.



## E4 Rental income

- E4.1** Lost rental income is only indemnified if it relates to an insured loss event. The deciding factor is the legal and contractual circumstances at the time of the event.
- E4.2** The indemnified amount is the difference between the actual and the hypothetical earnings without the insured event as derived from renting or leasing out the building or part(s) thereof during the agreed liability period. Costs saved are deducted.
- E4.3** If the loss of rental income increases due to a public-law order, the additional loss of rental income is compensated only if the order is based on ordinances that were in effect when the insured event occurred.

## E5 Construction project

The indemnity is limited to CHF 100,000 for the following costs:

- E5.1** The costs of restoring the insured construction project to the condition it was in immediately prior to the insured event;
- E5.2** The costs of restoring the existing building as listed in the policy to the condition it was in immediately prior to the insured event.  
The following are not indemnified:
- additional costs arising from changes in the construction method or from improvements made during restoration when compared to the condition immediately prior to the loss event;
  - a loss in value following completion of restoration or repair.

## E6 Underinsurance

- E6.1** If the amount of insurance is less than the replacement value (underinsurance), any damage is indemnified only at the ratio of the amount of insurance to the replacement value. It may be necessary to consider an automatic adjustment to the limit in accordance with A4.
- E6.2** If the policy provides for several groups or coverage modules whereby each has its own amount of insurance, any underinsurance amounts that may apply are calculated separately per group or coverage module.
- E6.3** In the case of insurance on first loss (discretionary insured value), the damage is indemnified up to the agreed amount of insurance without including underinsurance.
- E6.4** If rental income is insured in accordance with B3.1 and the contract is based on too low an amount in gross rental income, damage is indemnified only in the ratio of declared income to actual income. The declaration year (12 months) shown in the policy is authoritative.

## E7 Indemnity limits for events caused by natural forces

- E7.1** The following limits apply to indemnities that are based on insurance against damage by natural forces in accordance with the Insurance Supervision Ordinance (ISO):
- E7.1.1** The established total in indemnities for which all insurers authorized to do business in Switzerland or the Principality of Liechtenstein are liable towards any one policyholder in respect of one single insured event cannot exceed CHF 25 million. A further reduction in accordance with E7.1.2 is reserved.
- E7.1.2** If the indemnities for one insured event in Switzerland and the Principality of Liechtenstein determined by all insurance institutions permitted to engage in business in Switzerland or the Principality of Liechtenstein exceed CHF 1 billion, the indemnity amounts for individual eligible claimants are reduced so as to not exceed this amount in total.
- E7.1.3** Indemnities for damage to movables and buildings may not be cumulated.
- E7.1.4** Damage with separate temporal and spatial aspects constitutes a single event if it originates from the same atmospheric or tectonic cause.

## E8 Payment of indemnity

- E8.1** The indemnity is due 4 weeks after the date on which all the information necessary for establishing the obligation to indemnify reaches AXA. A first installment of the amount derived from the current state of the loss assessment can be requested 4 weeks after the loss occurred.
- E8.2** AXA's obligation to pay, i.e. the due date for the indemnity claims, is deferred as long as the indemnity amount cannot be established or paid due to culpable conduct by the policyholder or eligible claimant.
- E8.3** In particular, compensation will be deferred for as long as
- the lawful recipient has not been established;
  - the police or authorities are investigating circumstances in connection with the event or if criminal proceedings against the policyholder or eligible claimant are still underway.

## E9 Condominium property

- E9.1** In the case of insurance for a unit of a condominium property, the replacement value of the unit in question applies in the event of a claim. Any special structural features and the proportionate value of the shared parts of the building and facilities also belong to the insured condominium property unit. If the amount of insurance is less than the replacement value, E6 applies (underinsurance).
- E9.2** The following applies if the condominium owners association insures the building:
- E9.2.1** If a condominium owner forfeits his right to an indemnity, AXA remains obligated to indemnify the remaining condominium owners in accordance with their shares. If the insured event was caused intentionally, the condominium owner responsible for having caused the forfeiture must repay AXA this amount. The right of recourse in accordance with legal provisions applies.

- E9.2.2 The remaining condominium owners can request that AXA indemnifies them commensurately also for the portion of the co-owned share of the condominium owner who forfeited his right, provided that
- this additional indemnity is used to restore the shared portion of the property and
  - the pledge holder of the shared condominium portion whose owner forfeited his right agrees with this provision, and
  - the remaining condominium owners are not indemnified directly by the condominium owner who has forfeited his right.
- The obligation to repay and the right of recourse under E9.2.1 apply also to this additional expense.
- E9.2.3 Any additional living expenses in accordance with B2.12 are paid to the condominium owners association.

## **E10 Protection of the pledge holder**

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- E10.1** If a right of lien has been entered in the land register or the creditor has registered such with AXA in writing and the debtor defaults on the amounts that are due, AXA is liable to the pledge holder for the amount that is due even if the policyholder or insured person has lost all or part of the right to be indemnified through the insurance.
- 
- E10.2** In the case of a pledge on a unit of a condominium property, the insurer's obligation under E9.2.2 reduces commensurately with AXA's indemnity for the pledge holder.
- 
- E10.3** The pledge holder is not covered if it is the eligible claimant or if it has caused the damage intentionally or through gross negligence.

## **E11 Limitation and forfeiture**

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- E11.1 Limitation**  
Claims asserted under this insurance contract become time-barred 2 years after the event on which the obligation to indemnify is based.
- 
- E11.2 Forfeiture**  
If AXA refuses to indemnify, the eligible claimant must take the matter before a court within 2 years, otherwise it will lose its rights.
- 
- E11.3 Rental income**  
Claims arising from the insurance of the rental contract in accordance with B3 become time-barred and forfeited 1 year after the liability period ends.

# Part F

## Claims

### F1 Obligations

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- F1.1** If an insured event occurs, the policyholder or eligible claimant must:
- inform AXA immediately;
  - provide information about the cause, amount and detailed circumstances of the loss/damage. Unless agreed otherwise, this information must be provided in writing;
  - permit AXA to review the claim and assist it in doing so;
  - at its own expense, provide the information required to substantiate the indemnity claim and establish the indemnity amount, submit the relevant documents and, on request, prepare a signed list of the property present before and after the event, showing the value of the damaged property, for which AXA can set reasonable deadlines;
  - during and after the event, endeavor to preserve and recover the insured property and minimize the loss, and follow AXA's instructions while doing so;
  - not alter or dispose of damaged property in a way that interferes with being able to determine the cause and amount of the damage, unless doing so would help to reduce the damage or serve a public interest.
- 
- F1.2** In case of theft, robbery, civil unrest or malicious damage, the policyholder or eligible claimant must, in addition:
- notify the police immediately and request an official investigation. The policyholder or eligible claimant must neither remove nor alter any of the evidence without the permission of the authorities;
  - cooperate with the investigating authorities and AXA to identify the perpetrators and recover the missing property;
  - notify AXA immediately on regaining possession of lost property or on receiving information regarding such property.

### F2 Loss assessment

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- F2.1** Both the eligible claimant and AXA can demand to have the loss assessed immediately. The damage must be assessed either by the parties themselves, by a mutually agreed claims adjuster, or through a loss adjustment procedure. Each party can request a loss adjustment procedure as per F3.
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- F2.2** The eligible claimant must provide proof of the event and of the amount of damage at its own expense. The policy and amount of insurance do not constitute proof of the existence and value of the insured property at the time of the event.

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**F2.3** In the case of insurance on third-party account, AXA reserves the right to assess the damage only with the policyholder.

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**F2.4** AXA is under no obligation to accept recovered or damaged property.

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**F2.5** AXA may designate the party/parties to undertake the repair work. The indemnity can be paid in cash or in kind.

### F3 Loss adjustment procedure

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**F3.1** The following principles apply to the loss adjustment procedure:

**F3.1.1** Each party appoints a claims adjuster in writing. Before the loss assessment begins, the claims adjusters elect an umpire in writing. If a party fails to appoint its claims adjuster within 14 days after having been ordered to do so in writing, the competent judge will appoint one at the request of the other party; the same judge also appoints the umpire if the claims adjusters are unable to agree on one.

**F3.1.2** Persons without the necessary expertise, who are related to one of the parties or otherwise biased, can be rejected as claims adjusters. If the reason for the rejection is in dispute, the decision rests with the competent judge, who then also appoints the claims adjuster or umpire if the objection is upheld.

**F3.1.3** The claims adjusters are responsible for establishing the cause, detailed circumstances and amount of damage. They must determine the new-for-old value, the present value and the market value of the damaged property immediately before and after the insured event. If there are any discrepancies between the assessments, the umpire decides on the remaining points in dispute within the upper and lower limits of both assessments.

**F3.1.4** Within the scope of their authority, the claims adjusters' assessments are binding, unless they are proven by one party to vary significantly from the actual circumstances.

**F3.1.5** Each party pays for its own claims adjuster. Each party pays for half of the costs of the umpire.

## Part G

### Data privacy

While preparing and managing the contract, AXA or AXA-ARAG becomes aware of the following data:

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

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

AXA is authorized to obtain and process the data necessary for managing the contract and handling claims. If necessary, the data may be exchanged with third parties involved, such as reinsurers

and other participating insurers, pledge holders, authorities, lawyers and external claims adjusters. Information may also be passed on to liable third parties and their liability insurers in order to enforce recourse claims. AXA is authorized to inform third parties (e.g. the relevant authorities) to whom insurance coverage has been confirmed if the insurance is suspended, amended or terminated.

Information may also be shared for the purpose of uncovering or preventing insurance fraud.

AXA has the right to request relevant data from external providers in order to assess the customer's creditworthiness.

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

- master data
- basic contract data
- claims summary
- customer profiles produced

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

Mutual access to health data is excluded.



## Want to file a claim?

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

**[www.axa.ch/schadenmeldung](http://www.axa.ch/schadenmeldung)**

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

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