



General Insurance Conditions (GIC)

Household insurance

- Personal liability
- Household contents
- Cyber Plus
- Supplementary insurances and services

Version 04.2020

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Key points at a glance

This overview provides you with information on the material content of the insurance contract, in accordance with Art. 3 of the Insurance Contract Act (ICA). The rights and obligations of the contracting parties arise on conclusion of the insurance contract, specifically on the basis of the application, the policy, the contract terms and the statutory provisions.

Who is the insurance carrier?

The insurance carrier is AXA Insurance Ltd, General Guisan-Strasse 40, 8400 Winterthur (hereinafter referred to as "AXA"), a stock corporation domiciled in Winterthur and a subsidiary of the AXA Group.

AXA-ARAG Rechtsschutz AG, Affolternstrasse 43, 8050 Zurich (hereinafter referred to as "AXA ARAG") is the insurance carrier for legal protection insurance within the Cyber Plus insurance. It is also a subsidiary of the AXA Group.

What is insured?

Depending on the choice made, the insurance covers either personal liability or personal movable household contents, or both. In addition to this, more items and risks may be insured with the Cyber Plus insurance, as well as with various other supplementary insurances and services.

The precise scope of insurance and the insureds are specified in the policy.

What risks and losses can be insured?

Personal liability

Basic coverage for personal liability includes insurance for bodily injury and property damage that insureds cause unintentionally in the private sphere; including in their capacity as, for example, head of a family, sportsperson, tenant, or rider of a bicycle. Coverage also includes defense against unjustified liability claims advanced against insureds, through AXA (passive legal protection).

Supplementary coverages for personal liability:

- use of private third-party vehicles
- use of car sharing and rental vehicles
- pet damage to rental apartments
- hunters
- horse lessees

Household contents

These options may be chosen in the basic coverage for household contents: BASIC, COMFORT and ALL RISK. The BASIC and COMFORT basic coverage options insure the household contents against damage due to fire, natural perils, theft and water. The ALL RISK basic coverage also includes insurance of the household contents against damage and physical loss.

Supplementary coverages for household contents:

- simple theft away from home
- breakage of glass/stone elements in furniture
- breakage of windows, washbasins and building glass
- outdoor buildings
- earthquake
- mobile homes
- all-round protection (ALL RISK for individual categories of equipment and objects)

Cyber Plus

Preventive and reactive measures, as well as legal protection services and financial benefits are insured under the Cyber Plus insurance. The following coverages may be concluded:

- online accounts and credit cards
- cyberbullying and copyrights
- online shopping
- data recovery, virus removal and IT assistance

Supplementary insurances and services

Special risks may be covered through supplementary insurances and services:

- gross negligence
- loss of keys and services of a locksmith
- tradesmen emergency service
- bicycle and e-bike assistance

What is not insured?

Personal liability coverage does not include the following, among other things:

- own damage: damage relating to persons or to the property of an insured or of another person living with the insured in shared accommodation;
- damage due to wear and tear: This relates to wear and tear, warping or excessive use, especially in rental apartments. Damage due to deliberate changes to rented property (drilling or re-sealing of dowel holes or nail holes, etc.) is also excluded from the coverage;
- loss or damage that was foreseeable or should in all probability have been anticipated;
- loss or damage caused in connection with intentionally committed or attempted crimes or felonies.

Household contents insurance does not cover the following, among other things:

- motor vehicles (except for electrical and motor-assisted bicycles), trailers, motor boats, sailing craft and aircraft;
- property which is or should be insured by a cantonal insurance institution;
- property for which specific insurance is in place (e.g. insurance for valuables or mobile phone insurance).

Cyber Plus insurance does not cover the following, among other things:

- property damage to electronic devices and movable property that is used for commercial purposes;
- violations of personal privacy as the result of provocation by an insured, as well as in connection with a political or religious activity;
- costs of services and travel.

All applicable exclusions are set out in these General Insurance Conditions (GIC).

What benefits does AXA provide?

Under the personal liability insurance, AXA covers the costs of justified claims for damages and of the defense against unjustified claims.

Under the household contents insurance, AXA usually pays the replacement value of property that is damaged or lost as the result of insured events.

Cyber Plus insurance provides benefits, in sequence, in the areas of prevention, reaction, legal protection and financial benefits. In the case of insured property, AXA usually indemnifies, as part of the financial benefits, the property damage incurred, the complete or proportionate purchase price, or the costs of an expert.

The maximum indemnity per claim and the applicable deductible are specified in the policy. If different indemnity limits apply to certain items of property and costs, this is also specified in the policy or in these GIC.

How much is the premium and when is it due?

The premium and its due date are specified in the policy. If automatic adjustment of the sums insured was agreed in the household contents insurance, the sums insured and the premiums for household contents will be adjusted each year.

What are the policyholder's main obligations?

As appropriate to the circumstances, the insureds must take care of the insured property and protect it against the insured risks by taking suitable measures.

In the event of a claim, the insured is required to notify AXA immediately.

AXA may reduce or refuse indemnity if the duties of care and duties to provide notice are breached and the occurrence, scope or assessment of the loss are affected as a result.

Additional duties are set out in these General Insurance Conditions (GIC).

When does the insurance begin and end?

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

Unless the insurance contract is terminated on expiry, it is tacitly renewed for one more year. An insurance contract concluded for less than one year expires on the date specified in the policy.

Special information for the Principality of Liechtenstein

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

If AXA is in breach of the duty to provide information pursuant to the Insurance Contract Act or the Insurance Supervision Act of the Principality of Liechtenstein, the policyholder shall 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), Laupenstrasse 27, 3000 Bern.

What data does AXA use and how?

Information about the use of data may be found under "Data protection" in Part L.

General Insurance Conditions (GIC)

Part A

Underlying provisions of the insurance contract

A1 Scope of the contract

The insurances and coverages that have been taken out are specified in the policy. The policy, the General Terms and Conditions (GIC) and any Special Insurance Conditions (SIC) provide information about the scope of insurance. The personal liability insurance covers damage caused during the contract term. The household contents insurance, the Cyber Plus insurance, as well as the supplementary insurances and services, cover events that occur during the contract term. The contract term is specified in the policy.

A2 Territorial scope

The territorial scope depends on the provisions of the relevant insurance.

A3 Term of the contract

A3.1 Start

The insurance contract starts on the date specified in the policy. Any provisional insurance coverage that may be in place ends when the policy is issued to the policyholder.

A3.2 Provisional insurance coverage

AXA may reject an insurance application. Any provisional insurance coverage ends three days after the applicant has received notification to this effect, but in any case 60 days after the provisional cover note is issued by AXA. In this case, the applicant shall owe the prorated premium for the period of coverage.

A3.3 Contract term

The contract is concluded for the term specified in the policy. Unless notice of termination is given, it is automatically extended for one further year on expiry. If an annual right of termination was agreed, this is set out in the policy.

A4 Change of home address and domicile

Any change of home address must be notified to AXA within 30 days of relocation. AXA shall be entitled to adjust the premium to the new circumstances. If the insured relocates his or her domicile within Switzerland or the Principality of Liechtenstein, the insurance will also apply at the new location, as well as during the move. If the policyholder leaves his or her domicile in Switzerland or the Principality of Liechtenstein, the insurance will expire at the end of the insurance year or, at the request of the policyholder, as of the date of departure.

A5 Insureds

The insurance covers all persons listed by name in the policy who live with the policyholder in shared accommodation. Accommodation is shared if the domicile (pursuant to a confirmation of registration/confirmation of domicile) and the address of the insureds are identical to the domicile and address of the policyholder. The insureds must be notified to AXA.

Provisional insurance

The policy includes provisional insurance for minors (under the age of 18), without their being mentioned by name, provided they live together with the policyholder in shared accommodation. Adults (over the age of 18) who are not specified in the policy by name will have provisional insurance for a maximum of 12 months from the date on which they commence sharing accommodation with the policyholder. Persons who leave accommodation shared with the policyholder will have provisional insurance coverage for 30 days after their departure.

A6 Termination of the contract

A6.1 Termination on expiry

Both contracting parties may give written notice to terminate the contract up to three months prior to the date on which it expires. If an annual right of termination was agreed, both contracting parties may give written notice to terminate the contract subject to compliance with a notice period of three months prior to the end of the insurance year.

A6.2 Termination in the event of a claim

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

- by the policyholder, no later than 14 days after he or she became aware of the provision of the benefit, whereby coverage will end 14 days after AXA receives the notice of termination;
- by AXA, at the latest when the benefit is provided, whereby coverage will end 30 days after the policyholder receives the notice of termination.

There is no right of termination after benefits have been provided in the areas of prevention and reaction within the scope of the Cyber Plus insurance.

A7 Premium

A7.1 Amount and due date of premium

The premium is specified in the policy and is due on the first day of the insurance year. The due date for the first premium is set out in the invoice. Payment in installments may be agreed. In the case of partial payment, the

installments of an annual premium that are not yet paid shall remain owing. AXA may add a surcharge to each installment.

If an automatic adjustment of sums insured was agreed in the household contents insurance, the premiums are adjusted each year accordingly.

- A7.2 Discounts and price reductions**
Any discounts and price reductions are set out in the policy.

A8 Deductible

Deductibles are specified in the policy. Additional rules regarding deductibles are set out in J1, J2 and J3.

A9 Contract adjustment by AXA

- A9.1 Notification by AXA**
AXA may adjust the contract with effect from the start of each insurance year if the following change:
- premiums;
 - deductibles;
 - indemnity limits for coverage of events caused by natural perils.
- Notification of an adjustment to the contract must reach the policyholder no later than 25 days prior to the start of the new insurance year.

- A9.2 Termination by the policyholder**
The policyholder shall have the right to terminate the partial contract affected by the adjustment, i.e. the personal liability insurance, the household contents insurance, the cyber insurance, as well as any supplementary insurances and services, with effect from the end of the current insurance year. The partial contract which is terminated in this manner will then expire at the end of the insurance year. Notice of termination must reach AXA no later than on the last day of the current insurance year.

- A9.3 Acceptance of a contract adjustment**
A contract adjustment is deemed to have been accepted unless the policyholder gives notice of termination.

- A9.4 Changes without right of termination**
The policyholder has no right of termination in the case of the following contract adjustments:
- changes to duties, fees, premiums, deductibles and coverages regulated by law;
 - changes to sums insured and premiums due to adjustments resulting from the automatic adjustment of sums insured;
 - changes to premiums due to the discontinuation of price reductions to which there is no longer any entitlement;
 - changes to premiums due to changes of the numbers of insureds or persons obligated to pay premiums;
 - changes to premiums or benefits in the policyholder's favor.

A10 Duties of care and other obligations

I3 shall apply.

A11 Duties to provide information

- A11.1 Communication with AXA**
The policyholder shall address all communications to the relevant branch office or registered office of AXA.

A12 Claims

Part I shall apply.

A13 Principality of Liechtenstein

If the policyholder has his or her domicile or registered office in the Principality of Liechtenstein, the references to provisions of Swiss law contained in the insurance contract documents shall relate to the corresponding provisions of Liechtenstein law.

A14 Applicable law and place of jurisdiction

- A14.1 Applicable law**
This insurance contract shall be governed by Swiss substantive law; for policyholders with domicile or registered office in the Principality of Liechtenstein, it shall be governed by Liechtenstein substantive law.

- A14.2 Place of jurisdiction**
Any disputes arising out of or in connection with this insurance contract must be brought before the ordinary courts of Switzerland; in the case of policyholders with domicile or registered office in the Principality of Liechtenstein, the dispute must be brought before the ordinary courts of Liechtenstein.

A15 Sanctions

The obligation to indemnify shall not apply insofar and as long as applicable legal economic, trade or financial sanctions inhibit indemnification under this contract.

Part B

Personal liability, basic coverage

B1 Insured liability claims

The insurance covers the statutory liability of a private individual arising from the conduct of that person in daily life. The insurance covers the following loss or damage:

- bodily injury: death of persons, injury or damage to persons;
- property damage: damage to or loss of property;
- animal damage: death or loss of animals, injury or damage to animals.

These include, in particular, liability claims caused by culpable behavior, e.g. as

- head of a family;
- keeper of animals;
- sportsperson;
- rider of a bicycle or e-bike (e-bikes with pedal assistance up to a maximum of 25 km/h);
- tenant of houses, apartments or rooms;
- lessee or borrower of property and vehicles;
- sole owner of properties, associated tank installations and real property in Switzerland and in the Principality of Liechtenstein;
- controller of model aircraft and drones, not including models and drones subject to authorization through the Federal Office of Civil Aviation (FOCA);
- kite surfer;
- party causing environmental impairment;
- keeper of permanently parked, unregistered mobile homes, motor homes or caravans.

The insurance also covers liability claims caused by the following persons:

B1.1 Employees and auxiliaries of insureds

The insurance covers claims arising from damage to third parties which was caused by employees and auxiliaries rendering services for an insured on a private basis. This supplement does not apply to self-employed professionals and employees of a company.

B1.2 Third parties entrusted with care (childminders, pet minders)

The insurance covers damage caused by insured underage children or by animals of an insured when they are temporarily in the custody of third parties. The insurance does not cover paid parties entrusted with care.

B2 Territorial scope

Unless mentioned otherwise, the insurance is valid worldwide.

B3 Insured benefits

B3.1 Coverage of justified liability claims

AXA covers the amount which the insured is obligated to pay in accordance with statutory liability claims, up to a maximum of the sum insured specified in the policy.

B3.2 Defense against unjustified liability claims

If the liability claims are unjustified, AXA covers defense against them (passive legal protection), up to a maximum of the sum insured specified in the policy.

B3.3 Liability on request (coverage of damage without statutory liability claim)

At the request of the policyholder, AXA also covers claims in the following cases if no statutory liability applies, up to a maximum of CHF 100,000:

B3.3.1 Persons lacking mental or legal capacity

Damage caused by children of an insured who lack mental capacity or by insureds who lack legal or mental capacity.

B3.3.2 Keepers of pets

Damage caused by the pets of an insured.

B3.3.3 Third parties entrusted with care (childminders)

Damage inflicted on any third party entrusted with care pursuant to B1.2 by the insured underage children of an insured.

B3.3.4 Persons with dementia

Damage caused by any insured suffering from dementia who lives in accommodation shared with the policyholder. The damage must be caused in a condition of mental incapacity. If the person suffering from dementia is the policyholder, this supplementary coverage also applies if the legal representative asks for coverage of liability on request (also see: Swiss Civil Code (SCC) Art. 333).

B3.4 Motor vehicles

The insurance covers damage caused by an insured in the following situations:

B3.4.1 as a passenger in or on third-party motor vehicles;

B3.4.2 as the driver or keeper of motor vehicles for which no liability insurance is required by law (or would be required if the vehicles were registered in Switzerland). Damage to such vehicles is insured only if they are not the property of an insured and are not rented or loaned for more than 12 months;

B3.4.3 as the driver of occasionally used third-party go-karts on tracks specifically intended for them. Damage to the installation and the go-kart itself is not covered. Benefits are provided only on a subsidiary basis;

B3.4.4 damage to third-party caravan trailers or motor homes which are permanently parked for residential purposes.

B3.5 Bicycles, e-bikes and mopeds

The insurance covers damage that an insured causes as the rider of bicycles or e-bikes with pedal assistance up to 25 km/h. For mopeds and e-bikes with pedal assistance up to 45 km/h, this coverage applies in addition (on a subsidiary basis) to the liability insurance required by law. If such liability insurance required by law is lacking, the obligation of AXA to indemnify shall cease to apply. The insurance also covers damage to the aforementioned vehicles themselves, provided that they belong to an insured and are not rented or loaned for more than 12 months.

B3.6	<p>Watercraft and aircraft</p> <p>The insurance covers damage that an insured causes as the user of a watercraft or an aircraft for which no liability insurance is required by law (or would be required if the craft were registered in Switzerland).</p> <p>The insurance also covers liability as the controller of model aircraft and drones not subject to authorization through the Federal Office of Civil Aviation (FOCA), as well as kite surfers.</p> <p>Damage to watercraft and aircraft is insured only if such craft are not the property of an insured and are not rented or loaned for more than 12 months. The insurance does not cover damage which insureds cause to watercraft and aircraft (including their accessories) that are made available to them as members of associations.</p>	<p>Exclusions:</p> <ul style="list-style-type: none"> • If the community of condominium owners claims damages from an insured, the insurance does not cover that portion of the damage which corresponds to the quota share of the insured as a condominium owner according to the entry in the land register; • If the condominium owners association does not have building liability insurance, no loss or damage is covered by the personal liability insurance. <p>B3.9.5 All the benefits listed under B3.9 apply only to properties in Switzerland and the Principality of Liechtenstein.</p>
B3.7	<p>Other vehicles/personal light electric vehicles</p> <p>The insurance covers damage that an insured causes when using a vehicle for which no liability insurance is required by law (or would be required if the vehicle were registered in Switzerland).</p> <p>Damage to such vehicles is insured only if they are not the property of an insured and are not rented or loaned for more than 12 months. The insurance does not cover damage which insureds cause to personal light electric vehicles that are made available to them as members of associations.</p>	<p>B3.10 Real property</p> <p>The insurance covers liability in connection with undeveloped parcels which are solely owned by an insured or which are rented, leased or held under a usufructuary lease by an insured. The parcels must not be used for own commercial purposes unless the revenue generated therefrom is less than CHF 12,000 per year. This limit shall also apply in the case of a rental. The insurance also covers liability in connection with garden sheds or other structures used to manage the undeveloped parcels. The insurance also covers the liability of an insured as the owner of a parcel on which an insured property pursuant to B3.9 is located.</p> <p>All the benefits listed apply only to real property in Switzerland and the Principality of Liechtenstein.</p>
B3.8	<p>Damage by tenants</p> <p>The insurance covers damage that an insured causes as the tenant of apartments, houses, rooms or other premises. The insurance also covers damage to rented horse boxes.</p>	<p>B3.11 Tank installations</p> <p>The coverage also includes damage caused by tank installations if the tank installation serves an insured property pursuant to B3.9.</p> <p>All the benefits listed apply only to tank installations in Switzerland and the Principality of Liechtenstein.</p>
B3.9	<p>Real estate</p> <p>The insured liability is subject to the following restrictions:</p>	<p>B3.12 Builder-owner</p> <p>The insurance covers the liability of the insured as a private builder-owner:</p> <ul style="list-style-type: none"> • of properties which would be deemed to be insured after their construction; • of construction projects at insured properties. <p>Coverage is in place only if the construction amount in accordance with the Building Cost Classification (cost estimate), including own work and fees, does not exceed the sum of CHF 100,000.</p> <p>All the benefits listed apply only to properties in Switzerland and the Principality of Liechtenstein.</p>
B3.9.1	<p>The insurance covers a property occupied by an insured which contains a maximum of three apartments. The property must be solely owned by an insured. If a business operation is located in the property, the insurance is only valid subject to the following conditions:</p> <ul style="list-style-type: none"> • the business is operated by an insured; • it involves a self-employed professional activity; • the gross income (revenue) earned does not exceed CHF 12,000 per year. 	<p>B3.13 Self-employed activities</p> <p>B3.13.1 The insurance covers the liability of the insureds arising from self-employment (including part-time self-employment), provided that the gross annual income (revenue) earned does not exceed CHF 12,000. The insurance also covers employees and auxiliaries of the insured (excluding companies or self-employed professionals such as subcontractors). The insurance does not cover companies with the legal form of a legal entity.</p> <p>B3.13.2 The insurance also covers damage to premises which an insured rents for self-employed professional activity as defined in B3.13.1.</p> <p>B3.13.3 Exclusions</p> <p>The insurance does not cover the liability:</p> <ul style="list-style-type: none"> • for recourse claims and claims for compensation of third parties for services rendered to the claimant; • for bodily injury to an employee of an insured if the employee suffered the injury while carrying out his or her professional activities;
B3.9.2	<p>The insurance covers a holiday home which is used by the insured him- or herself and which is solely owned by the insured. It must be a single-family home and must not contain any commercial operation.</p>	
B3.9.3	<p>“Solely owned” within the context of B3.9.1 and B3.9.2 denotes a property in which the insureds hold all of the ownership shares.</p>	
B3.9.4	<p>Damage caused by the insureds as owners of condominium property which they themselves occupy is covered by AXA only if:</p> <ul style="list-style-type: none"> • the cause of such damage is located in those parts of the building to which the insured condominium owner has been granted a special right, or if the cause thereof is located in the commonly used parts, rooms or facilities of a building; • such damage was caused in connection with the exercise of the ownership right of an insured condominium owner. <p>Coverage applies in addition to the building liability insurance of the condominium owners association (i.e. on a subsidiary basis). The coverage applies to that portion which exceeds the sum insured under the building liability insurance (difference in limits coverage).</p>	

- in the case of claims relating to contract performance or substituted performance because a contract was not performed or was not performed correctly. This refers specifically to the following cases:
 - damage to and defects in items of property manufactured or delivered by or on behalf of an insured, or work performed by or on behalf of an insured, occurring due to a cause located in the manufacture, delivery, or performance of the work;
 - damage and costs incurred in connection with investigating and remedying such damage and defects;
 - pecuniary losses and loss of earnings as a result of such damage or defects.

If extra-contractual claims based on the above circumstances are brought, coverage shall cease to apply:

- for damage caused by the effects of electromagnetic fields, ionizing radiation and nuclear energy;
- for claims arising as a result of the transfer of patents, licenses, research results and formulas of third parties;
- for claims arising from damage to property accepted for use, processing, storage or forwarding, or for other reasons such as for consignment or exhibition purposes, or that was rented, leased, or held under a usufructuary lease. Premises rented as defined in B3.13.2 constitute an exception;
- for damage to property caused consciously and intentionally by an insured in connection with his or her professional activities and preparations for such activities;
- for claims in connection with asbestos.

B3.14 Party causing environmental impairment

The insurance covers statutory liability arising from bodily injury or property damage in connection with environmental impairment:

- B3.14.1 if such injury or damage 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; or
- B3.14.2 as a consequence of the discharge of substances that are harmful to soil or water, such as liquid fuels, propellants, acids, bases, and other chemicals (but not sewage), due to rust or leaks in a system or installation permanently connected to the insured parcel and/or insured property, if the discharge identified requires immediate measures as described in B3.14.1.
- B3.14.3 There is no coverage:
- if only several events with a similar effect (e.g. repeated dripping of harmful substances into the ground, repeated spillage of liquids from mobile containers) jointly require measures as described above that would not have been necessary for single events of this kind;
 - in connection with the restoration of protected species or habitats;
 - for harm to the air, flora and fauna, as well as to water and soil not under ownership as defined by civil law;
 - for claims in connection with contaminated sites.
- B3.14.4 **Obligations**
- The insured is obligated to ensure that the processing, collection, storage, cleaning and disposal of environmentally hazardous substances complies with statutory and official provisions. The following additional obligations apply to tank installations:
- maintenance must be performed in accordance with regulations and instructions;
 - necessary repairs must be carried out immediately, and operating malfunctions must be rectified immediately.

B3.15 Loss prevention costs

If the leakage, spillage or inadvertent diversion of soil or groundwater contaminants results in the immediate risk of damage to groundwater or property of third parties, AXA will pay the legally owed loss prevention costs. The value of any recovered goods and other advantages accruing to an insured as a result of the preventive action is deducted from the costs paid. The insurance does not cover any other loss prevention costs.

B4 Exclusion of recourse claims and claims for compensation

The insurance does not cover recourse claims and claims for compensation for amounts paid to the injured parties by the claimants in respect of loss or damage:

- for which an insured is liable in accordance with B1.1 and B1.2 or as a builder-owner in accordance with B3.12;
- which AXA settles on the basis of liability on request in accordance with B3.3;
- caused during the use of third-party motor vehicles as defined in C1 and C2.

B5 General exclusions from personal liability insurance

The insurance does not cover the liability of the insured:

- B5.1 as the keeper of, and arising from the use of, motor vehicles and coupled trailers of all types, insofar as liability insurance for them is required by law or would be required if they were registered in Switzerland. Exception: see B3.4.
- B5.2 as the keeper of, and arising from the use of, watercraft and aircraft, insofar as liability insurance for them is required by law or would be required if they were registered in Switzerland. Also see B3.6.
- B5.3 as the user of motor vehicles, watercraft and aircraft that are made available by a club or an association.
- B5.4 for damage to property of an insured (own damage) or to the property of a person living in shared accommodation with the insured. Furthermore, the insurance does not cover liability in the case of bodily injury to an insured (own damage) or to a person living in shared accommodation with the insured.
- B5.5 for damage to property which an insured rents or leases for an indefinite period, or loans, rents or leases for more than 12 months. This exclusion does not apply to tenant damage pursuant to B3.8.
- B5.6 for damage to property on or with which an insured performs an activity in return for payment. It is a prerequisite that the damage must occur during this activity.
- B5.7 for damage to money, securities, documents, plans or military equipment borrowed for use or taken into custody by an insured. This also applies to consequential damage.
- B5.8 for damage due to wear and tear, especially in rental apartments. This relates to damage caused by wear and tear, warping or excessive use. The insurance also does

not cover damage due to deliberate changes to rented property (dowel holes, nail holes and similar) or restoration of the rented property to its original state.

-
- B5.9** for tenant damage caused by pets if the agreed rental period is for an indefinite period or more than 12 months.
-
- B5.10** for damage arising from the use of vehicles, watercraft or aircraft for journeys that are not permitted by law, by the authorities, or by the keeper.
-
- B5.11** for damage that was foreseeable or should in all probability have been anticipated.
-
- B5.12** for damage to property caused by the gradual effects of weather, temperature, moisture, smoke, dust, soot, gases, vapors, fluids, vibrations, or caused gradually by pets.
-
- B5.13** for damage caused by insureds as members of, and while acting on behalf of, the Swiss army, civil defense, civilian service or the fire department. Damage caused by insureds as members of a foreign army is generally excluded.
-
- B5.14** for damage that an insured causes by transmitting a contagious disease to humans, animals or plants.
-
- B5.15** for damage occurring when an insured intentionally commits, or attempts to commit, a crime or a felony.
-
- B5.16** for claims arising from financial losses inflicted by an insured on another party, and which are not related to an insured bodily injury or to insured property damage. Compensation for loss of support for dependents of the deceased constitutes an exception.

B5.17 for loss or damage based on contractually assumed liability that exceeds the scope of statutory liability.

B5.18 for loss or damage in connection with a failure to comply with contractual or statutory obligations to insure.

B5.19 for damage in connection with the loss or theft of keys and code cards of all types and for all uses, and in connection with damage caused to these items, e.g. house and apartment keys, keys to business premises, car keys, hotel keys, keys to association or club premises, keys to bank safes, keys to holiday accommodation, etc.

B5.20 for damage to horses that have been borrowed, rented or are kept temporarily, or horses that are ridden on the instructions of a third party (including damage to their saddles and bridles).

B5.21 for damage arising from activities as a hunter.

B5.22 for damage in connection with motor vehicles arising from participation in races, rallies and similar competitive driving as defined in Art. 72 of the Road Traffic Act, or training drives or other drives on racing courses and official training courses.

B5.23 for damage to property or animals transported on or in trailers pulled by a motor vehicle.

B 5.24 for model aircraft and drones subject to authorization through the Federal Office of Civil Aviation (FOCA).

Part C

Personal liability: supplementary coverages

C1 Use of private third-party vehicles

C1.1 Insured liability claims

The insurance covers the liability as the **driver** (not as passenger) of **private third-party** motor vehicles up to 3.5 tons, the liability in relation to legally registered trailers pulled by such vehicles, as well as the liability as pilots of watercraft and aircraft that are used **free of charge**. The coverage also applies if the employer places the company car at the disposal of the employee for private use for a maximum of three consecutive days and a maximum of three times per insurance year.

C1.2 Insured vehicles

The insurance also covers motor vehicles up to 3.5 tons, legally registered trailers pulled by such vehicles, as well as watercraft and aircraft (hereinafter referred to as “vehicles”) that are used by insureds and for which liability insurance is required by law (if this is lacking, the obligation of AXA to indemnify shall cease to apply in its entirety).

The insurance does not cover:

- vehicles registered in the name of an insured or a person living in the same household as the insured;
- vehicles that are rented;
- vehicles that are used in the interest or on behalf of the employer, or which are used for a professional activity;
- vehicles used in the context of car sharing;
- vehicles leased by an insured;
- replacement or rental vehicles of the motor vehicle trade, as well as vehicles of the motor vehicle trade during test drives;
- vehicles owned by a club or association;
- vehicles that are in the name of a company if an insured has significant shareholdings in this company and holds a managerial position in this company;
- vehicles that are registered in the name of a sole proprietorship of an insured.

C1.3 Insured benefits

The insurance covers:

- liability insofar as the claims are not insured by the liability insurance for the vehicle (subsidiary coverage). If the insurance required by law is lacking, the obligation of AXA to indemnify shall cease to apply in its entirety;
- any loss of bonus from legally required liability insurance. The deductible from the liability insurance and any gross negligence recourse against the driver/pilot are not covered;
- the liability for damage to the vehicle when loading and unloading, due to misfuelling, due to soiling the interior of the vehicle, as well as the liability as the parties responsible for causing glass and fire damage to the vehicle. Fire damage is only insured if the fire is not caused by a technical defect. This list is exhaustive;
- liability for damage to the vehicle caused by a collision, to the extent not covered by accidental damage insurance. If accidental damage insurance is in place, the related loss of bonus and any deductible that may apply are covered, but not any deduction for gross negligence in relation to the driver/pilot.

In addition, for motor vehicles of up to 3.5 tons, the costs of towing, recovery and a replacement vehicle are covered.

The insurance covers the following for passenger cars of up to 3.5 tons with dealer license plates:

- damage to the vehicle that occurs during a test drive within the company premises, to the extent not covered by accidental damage insurance. In this case, the dealer license plates must be registered in the name of the company on whose premises the damage occurred.

C1.4 Exclusions

In addition to the exclusions pursuant to B5, liability for the following types of damage is not covered:

- damage to household effects being moved which are transported by a motor vehicle of up to 3.5 tons, watercraft or aircraft;
- operational damage to a vehicle, especially damage without any violent external cause or due to an internal defect (e.g. missing or frozen liquids, operating errors, faulty or fatigued materials, wear and tear, excessive use, malfunction of electric or electronic components);
- theft and attempted theft in connection with an insured vehicle. If an accidental damage insurance pays for the theft, AXA will cover the deductible in the event of relevant liability on the part of the insured.

C2 Use of car sharing and rental vehicles

C2.1 Insured liability claims

The insurance covers the liability of an insured as the driver (but not as a passenger) of third-party motor vehicles up to 3.5 tons, liability in relation to legally registered trailers pulled by such vehicles, as well as the liability as pilots of watercraft and aircraft that are used **in return for payment** or are made available by a club, an association or the employer.

C2.2 Insured vehicles

The insurance also covers motor vehicles up to 3.5 tons, legally registered trailers pulled by such vehicles, as well as watercraft and aircraft (hereinafter referred to as “vehicles”) that are used by insureds and for which liability insurance is required by law (if this is lacking, the obligation of AXA to indemnify shall cease to apply in its entirety):

- that are rented or used in the context of car sharing;
- that are made available to an insured for private use and are driven/piloted by the insured or other persons living in the same household;
- that are made available by a club or an association. The driver/pilot must be a member of the club or association or act on behalf of the club. The insurance also covers vehicles without the required liability insurance that are made available by the club or association for private use.

The insurance does not cover:

- vehicles registered in the name of an insured or a person living in the same household as the insured;
- vehicles that are used in the interest or on behalf of the employer, or which are used for a professional activity;

- replacement vehicles from the motor vehicle trade and vehicles from this trade during test drives;
- vehicles leased by an insured;
- vehicles that are registered in the name of a company if an insured has significant shareholdings in it and holds a managerial position in this company;
- vehicles that are registered in the name of a sole proprietorship of an insured.

C2.3 Insured benefits

The insurance covers:

- liability insofar as the claims are not insured by the liability insurance for the vehicle (subsidiary coverage). If the insurance required by law is lacking, the obligation of AXA to indemnify shall cease to apply in its entirety;
- loss of bonus from liability insurance required by law. The deductible from the liability insurance and any gross negligence recourse against the driver/pilot are not covered;
- the liability for damage to the vehicle when loading and unloading, due to misfuelling, due to soiling the interior of the vehicle, as well as the liability as the parties responsible for causing glass and fire damage to the vehicle. Fire damage is only insured if the fire is not caused by a technical defect. This list is exhaustive;
- the liability for collision-related damage to the vehicle that was used, to the extent not covered by accidental damage insurance. The maximum indemnification is specified in the policy. If accidental damage insurance is in place, the related loss of bonus and any deductible that may apply are covered, but not any deduction for gross negligence in relation to the driver/pilot.

In addition, for motor vehicles of up to 3.5 tons, the costs of towing, recovery, and a replacement vehicle are covered.

C2.4 Exclusions

In addition to the exclusions pursuant to B5, liability for the following types of damage is not covered:

- damage to household effects being moved which are transported by a motor vehicle of up to 3.5 tons, watercraft or aircraft;
- operational damage to a vehicle, especially damage without any violent external cause or due to an internal defect (e.g. missing or frozen liquids, operating errors, faulty or fatigued materials, wear and tear, excessive use, malfunction of electric or electronic components);
- theft and attempted theft in connection with an insured vehicle. If an accidental damage insurer pays the theft, AXA will assume payment of the deductible under this accidental damage insurance in the event the insured is liable for the deductible.

In addition, the insurance does not cover:

- the costs of a replacement vehicle (e.g. for the remaining rental period).

C3 Pet damage to rental apartments

C3.1 Insured benefits

The insurance covers damage caused by pets to premises (as under B3.8) which are rented by insureds if the rental period is indefinite or more than 12 months. The insurance also covers damage caused gradually by pets.

C3.2 Exclusions

In this context, the exclusions defined in B5.9 and B5.12 have no validity.

C4 Hunter liability

C4.1 Insured liability claims

The insurance covers the liability of the insured as:

- hunter, game tenant, armed guest hunter, gamekeeper, leader of a hunting party, or participant in hunting events;
- owner of facilities (e.g. perches, fences) used in hunting or as protective measures in hunts.

C4.2 Insured benefits and territorial scope

The maximum sum insured and the territorial scope are specified in the personal hunter's certificate.

C4.3 Exclusions

In addition to the exclusions pursuant to B5, the insurance does not cover liability claims that arise when an insured, as a hunter, deliberately disregards legal or official regulations regarding hunting, protective measures in hunts, or damage to farmland. In this connection, the exclusion pursuant to B5.21 has no validity.

C5 Horse lessees

C5.1 Insured liability claims

The insurance covers liability for damage:

- to horses that are loaned, rented, kept temporarily, or ridden as instructed for non-commercial purposes;
- to the saddles and bridles of the horses used.

C5.2 Insured benefits

The insurance covers:

- the cost of veterinary treatment;
- the replacement value of the horse in the event of its death. If the horse dies or must be put down on the instructions of a veterinarian, AXA must be informed in good time so that it can arrange for an autopsy or expert opinion;
- any loss in the value of the animal if the horse is injured;
- if it is temporarily not possible to use the horse, AXA will pay daily compensation of CHF 50 up to a maximum total of CHF 3,000.

C5.3 Exclusions

In addition to the exclusions pursuant to B5, the insurance does not cover liability claims relating to horses kept by an insured in boarding stables. In this connection, the exclusion pursuant to B5.20 has no validity.

Part D

Household contents, basic coverage

D1 Insured household contents

The insured household contents comprise all movable objects for private use that belong to the insureds. These also include pets (small animals such as dogs, cats and hamsters, etc.), leased or rented items, entrusted property and guest effects (not including monetary assets). The insurance also covers outside sculptures, items installed by the insureds as tenants which are not insured with the building (e.g. carpet over parquet laid by an insured him- or herself), movable structures including contents (e.g. garden sheds without foundations), and also electric and motor-assisted bicycles including their accessories, vehicles for the elderly and wheelchairs of all types. The household contents also include: digital assets such as programs, music and film downloads, electronic games and books (e-books).

D1.1 Insurance value and replacement value

Household contents are insured at their replacement value. The replacement value refers to the amount needed to purchase new property of the same type at the time of the claim (see J2).

AXA's benefits are restricted to the sum insured in the policy or to the sum insured after automatic adjustment of the sum insured (see D3). The sum insured must always be equal to the replacement value of the entire household contents.

Property that is no longer used is insured at its present value.

D2 Underinsurance

D2.1 Application of underinsurance

Underinsurance exists if the sum insured is less than the actual replacement value of the household contents. The applicable figure is the sum insured that is specified in the policy or that applies after the automatic adjustment of the sum insured. Underinsurance is reviewed and calculated separately for the locations mentioned in the policy. In cases of total or partial loss, the ratio of the sum insured to the replacement value governs the compensation for the loss.

For claims of less than 10% of the sum insured per location, AXA waives a benefit reduction in the event of underinsurance. This rule does not apply in the case of events caused by natural perils (e.g. high water, storm, hail) that are subject to insurance against damage by natural perils (IOO). If the loss amounts to more than 10% of the sum insured, the underinsurance rule is applied to the excess.

In the event of sums insured on a first-loss basis, such as the household contents supplement and all-round cover, as well as in the case of simple theft away from home, and in the case of indemnity limits for monetary assets, jewelry and costs, the rules regarding underinsurance have no application.

D2.2 Waiver of benefit reduction in the event of underinsurance

If agreed in the policy, AXA waives a benefit reduction in the event of underinsurance. The maximum compensation paid for claims, per location, is the sum insured specified in the policy, or the sum insured that applies on the basis of the automatic adjustment of the sum insured. The waiver of benefit reductions in the event of underinsurance does not apply for events caused by natural perils (e.g. high water, storm, hail, etc.) that are subject to insurance against damage by natural perils (IOO). If the living circumstances of the customer were recorded incorrectly when the contract was concluded or amended (number of persons, number of rooms, type of property), the rule pursuant to D2.1 shall apply.

In the case of a change of home address, the waiver of benefit reductions in the event of underinsurance is also valid at the new location for 30 days following the move.

D3 Automatic adjustment of sums insured

If agreed in the policy, the sum insured for the household contents insurance is adjusted to the performance of an index on the principal due date each year. AXA specifies the index and its application; in a letter accompanying the subsequent premium invoice, it informs the customer about the sums insured and premiums for the next insurance year. Changes due to adjustment to the new index level do not give rise to a right to terminate.

D4 Territorial scope

D4.1 Declared locations

Coverage is in place at the locations declared in the policy which are situated in Switzerland or the Principality of Liechtenstein.

D4.2 Undeclared locations

Household contents at undeclared locations in Switzerland and the Principality of Liechtenstein are insured up to the value of CHF 10,000, provided that they were taken into account in the sum insured for a declared location. If the value of the household contents at an undeclared location exceeds CHF 10,000, this location must be declared in the policy.

D4.3 Definition of "location"

A location is a building, apartment or room, or a caravan/mobile home which

- is the property of the policyholder or an insured or is rented by these persons for an indefinite period or longer than 12 months and
- is located in Switzerland or the Principality of Liechtenstein.

Movable structures at the address of an insured location are insured in accordance with the applicable coverage for the location.

D4.4 Coverage away from home
Household contents located outside of insured locations are insured worldwide. If the household contents are located at the same place for more than 12 months, a location must be registered in accordance with the rules in D4.1. Without this registration, coverage at this location will end as of the end of the insurance year.

D5 Insured costs

The following costs will be covered in connection with an insured claim (see J2.2):

- cleanup costs;
- additional living expenses;
- necessary costs of changing locks and costs of replacement keys;
- costs of emergency glazing, emergency doors and emergency locks;
- costs for the reissue of identification documents, other documents, personal transportation tickets, plane tickets and subscriptions/season tickets;
- loss mitigation costs.

D6 Monetary assets

Monetary assets are insured. Monetary assets are deemed to be: cash, credit cards and store cards, non-personal transportation tickets, subscriptions/season tickets, traveler's checks and vouchers, securities, savings books or precious metals (held in storage, in the form of bullion or merchandise), coins and medals; unset, cut precious stones, pearls and unfranked stamps. Prepaid credit balances are also regarded as monetary assets.

In the event of misuse of credit cards and store cards and apps with a payment function (e.g. TWINT), coverage applies in addition (on a subsidiary basis) for that part of the loss for which the holder of the insured card is liable to the card issuer pursuant to the general terms and conditions of the issuer (see I3 with respect to obligations).

The insurance does not cover:

- monetary assets of the employer or of guests.

D7 Insured risks and losses

D7.1 Fire

This includes damage to household goods caused by:

- fire, smoke (sudden and accidental effects), lightning, explosion, implosion;
- damage to live electrical machines, apparatuses and cables caused by the effect of the electrical energy itself;
- scorching (damage due to scorching);
- aircraft and spacecraft or parts thereof that crash or land during an emergency;
- loss in connection with the aforementioned events.

D7.2 Natural perils

This includes damage to household contents caused by:

- high water, flood, storms (= wind speed of at least 75 km/h in the vicinity of the insured property that uproots trees or unroofs buildings), hail, avalanche, snow load, rockslide, rockfall or landslides;
- loss in connection with the aforementioned events.

Damage caused by the following is not damage due to natural perils:

- ground subsidence, poor construction substrate, faulty construction methods, lack of building maintenance, failure to take defensive measures, artificial earth movements, snowslide from roofs, groundwater, water that rises and overflows (in places where experience has shown this is likely to recur sooner or later);
- water from reservoirs or other man-made water systems or water backups from the sewage system;
- operational and managerial activities that experience has shown to be likely, such as damage on construction or civil engineering sites, on underground sites, or while extracting stone, gravel, sand or clay;
- tremors caused by the collapse of artificially created cavities;
- tremors set off by tectonic shifts in the earth's crust (earthquakes) or volcanic eruptions.

The insurance does not cover:

- storm and water damage to ships and boats on the water.

Additional provisions for damage due to natural perils

The statutory provisions for insurance against damage due to natural perils pursuant to the Ordinance on the Oversight of Private Insurance Companies (IOO) shall also apply. Under insurance against damage due to natural perils, the following are not subject to the IOO:

- temporary third-party property (e.g. guest effects and entrusted property);
- costs (such as cleanup costs and living expenses);
- monetary assets;
- items of property defined in the IOO as exceptions to the obligation to insure.

D7.3 Theft

This also includes damage to household contents conclusively proven by marks, witnesses or circumstances, occurring due to burglary, robbery or simple theft.

D7.3.1 Burglary

Burglary is defined as:

- theft by offenders who break into a building or a room in the building by force, or break open a locked container therein;
- theft by offenders who use force to break into vehicles of any type;
- attempted burglary and theft through opening with the correct keys or codes if the offender appropriated these keys or codes by way of burglary or robbery.

D7.3.2 Robbery

Robbery is defined as theft involving the use of threats or force against the insureds or those working in the household, or theft by rendering others defenseless through death, unconsciousness, or accident.

D7.3.3 Simple theft

Simple theft is defined as theft without the use of force that is neither deemed a burglary nor a robbery (e.g. theft by a pickpocket or a confidence trickster). The insurance does not cover loss caused by losing or misplacing items.

At home: simple theft at an insured location is insured in the basic cover.

The following options are additionally insurable and are specified in the policy, as applicable:

Away from home: simple theft outside of the insured locations.

D7.3.4 Special features

- In the case of loss or damage caused by theft at home, the sum insured for household contents also covers damage caused to the building. This also applies to damage to buildings in connection with theft from movable structures;
- Damage to household contents and buildings in the inside of the building is also insured if there was no theft damage, but the offender gained entry to the building without authorization and the loss or damage caused by the theft would have been insured;
- If the policyholder is party to a rental agreement (rental apartment), damage to the building in the case of theft damage at home is insured only in addition to the owner's building insurance (i.e. on a subsidiary basis).
- AXA is liable for the contents of safes and vaults only if they are locked and if the keys and codes for them are kept by the responsible individuals on their person, are stored carefully at home, or are locked in a container of equal quality. These provisions apply mutatis mutandis to the storage of the codes of combination locks.

D7.3.5 The insurance does not cover:

- monetary assets in the case of simple theft at home and away from home;
- theft of monetary assets from movable structures and vehicles of all kinds;
- damage arising in connection with a fire or an event caused by natural perils.

D7.4 Water

This includes damage to household contents caused by:

- water or other liquids leaking from pipes and any connected systems or apparatuses serving the building in which the insured property is located;
- water leaking suddenly and accidentally from aquariums, waterbeds, portable air conditioners, air humidifiers, pools and ornamental fountains, swimming pools and jacuzzis that are located inside or outside the building. The insurance will only apply outside the building if the above-mentioned items are located within the property belonging to it;
- rain, snow or meltwater inside the building, provided that the water enters the building through the roof, through closed doors or windows, from gutters or from exterior drainpipes;
- blockages in the sewage system, groundwater or water originating from underground slopes, also as a consequence of high water or flooding, provided that the water only enters the building underground;
- frost damage to the pipe systems installed by the insureds inside the building. The insurance covers the repair of damaged pipe systems and connected apparatuses, as well as the costs of thawing out such systems.

The insurance does not cover:

- damage resulting from water that enters through open skylights, emergency roofs or openings in the roof while construction, conversion or other work is in progress;
- damage caused by ground subsidence, poor construction substrate, deficient building maintenance;
- damage arising through water from reservoirs or man-made water systems, irrespective of the cause;
- damage arising in connection with a fire or an event caused by natural perils.

D8 Household contents, basic coverages: BASIC, COMFORT, ALL RISK

	BASIC	COMFORT	ALL RISK
Insured property and costs			
The insurance covers household contents and costs in accordance with D1 and D5	✓	✓	✓
Insured risks and losses			
Fire, natural perils, theft, water in accordance with D7	✓	✓	✓
Simple theft away from home in accordance with D7.3.3	+	+	✓
Breakage of glass/stone elements in furniture in accordance with E1	+	+	✓
Wind Damage to household contents and, if insured, to outdoor buildings due to wind at speeds of less than 75 km/h – deductible in accordance with statutory insurance against damage due to natural perils (IOO)	-	✓	✓
Misappropriation Loss due to the misappropriation of household contents	-	✓	✓
ALL RISK The insurance covers household contents against damage and destruction due to sudden and unforeseen external causes and against loss	-	-	✓
Insured benefits			
The following indemnity limits apply per declared location and also away from home:			
Costs incurred in connection with an insured claim: • cleanup costs • additional living expenses • necessary costs of changing the locks and costs of replacement keys • costs of emergency glazing, emergency doors, emergency locks • costs for the reissue of identification documents, other documents, personal transportation tickets, plane tickets and subscriptions/season tickets	up to 5% of SI, at least CHF 500	up to 20% of SI, at least CHF 500	up to 20% of SI, at least CHF 500
Loss mitigation costs	up to SI	up to SI	up to SI
Jewelry (including pocket watches and wristwatches): • normal storage and use • storage in a locked security container (vault built into the wall or safe weighing over 100 kg); see D7.3.4 Compensation per claim is limited to:	CHF 2,000 CHF 2,000 CHF 2,000	CHF 30,000 CHF 100,000 CHF 100,000	CHF 30,000 CHF 100,000 CHF 100,000
Professional equipment/accessories (in addition to the household contents total)	CHF 20,000	CHF 20,000	CHF 20,000
Monetary assets including credit card misuse as defined in D6 • normal storage • storage in a locked security container (vault built into the wall or safe weighing over 100 kg); see D7.3.4 Compensation per claim is limited to:	CHF 2,000 CHF 2,000 CHF 2,000	CHF 5,000 CHF 20,000 CHF 20,000	CHF 5,000 CHF 20,000 CHF 20,000
Spoilage of frozen products • Damage to food in refrigeration appliances due to a defect in the cooling unit or an unforeseen failure of the power supply The insurance does not cover: • Damage to the refrigeration appliances themselves or damage resulting from operating errors	-	CHF 5,000	CHF 5,000
Replacement luggage Costs, per claim, of necessary purchases where a contracted transport company is responsible for the loss or delayed delivery of luggage belonging to insureds. No deductible applies.	-	-	CHF 1,000
Exclusions			
• Exclusions pursuant to D7	✓	✓	✓
• General exclusions pursuant to D9	✓	✓	✓
• Exclusions basic cover ALL RISK pursuant to D10			✓

SI = sum insured ✓ included in coverage + insurable in addition - not insured

D9 General exclusions from household contents insurance

The insurance does not cover:

- motor vehicles and trailers for which mandatory liability insurance is required or would be required if they were registered in Switzerland (except for electric and motor-assisted bicycles);
- ships, incl. accessories and spare parts, for which liability insurance is required or would be required if they were registered in Switzerland, as well as aircraft, incl. accessories and spare parts, that must be registered in the aircraft register;
- property and risks which are or should be insured by a cantonal insurance institution, and property which is covered by a special insurance policy;
- loss or damage resulting from armed conflict, violations of neutrality, revolution, rebellion, uprising, civil unrest (acts of violence against persons or property as a result of riots, commotion or mob activity), as well as any measures taken to counter such events;
- damage in connection with changes in the nuclear structure, unless the policyholder can prove that the damage is not related to these events in any way;
- personal sentimental value and restoration costs for photographic, film, video and audio recordings, computer data, files and documents;
- costs of pirated or illegal copies in connection with digital assets. Furthermore, the insurance excludes damage to digital assets due to cyber attacks (viruses, malware, etc.);
- costs of the services of public firefighters, the police or other parties whose duty it is to provide assistance;
- caravans, recreational vehicles and mobile homes, each together with their accessories;
- damage in connection with earthquakes and volcanic eruptions, unless the policyholder can prove that the damage was not related to these events;
- loss due to the misappropriation of monetary assets and jewelry;
- damage to motor vehicles arising from participation in races, rallies and similar competitions, as well as training or other driving on racetracks and official training circuits.

D10 Exclusions basic cover ALL RISK and household contents all-round protection

In addition to the exclusions pursuant to D7 and D9, the following loss or damage is not covered:

- damage resulting from wear and tear, aging, warping, spoiling, soiling, scratches or chipping, or paint damage of any sort;
- damage due to defective packaging or insufficient securing of the goods for relocation during transportation, and damage that occurs while insured objects are being handed over to a third party for transportation;
- damage arising when a third party cleans, restores, or renovates the insured property and destroys or damages it in the process;
- damage resulting from the gradual effects of temperature or weather, as well as the effects of light, chemicals or climatic conditions, changes to the color of paintings or furs;
- damage caused by vermin;
- loss due to forced sale under debt enforcement law, seizure or destruction by government bodies, and loss attributable to official administrative orders;
- damage to pets as the result of illness;
- damage to sports equipment including accessories during competition use;
- damage from cyber attacks or computer viruses;
- damage due to the natural or deficient condition or quality of the property itself;
- loss of or damage to monetary assets.

Part E

Household contents, supplementary coverages

E1 Breakage of glass/stone elements in furniture

E1.1 Insured risks and property

The insurance covers breakage of glazing in or on furniture at the locations declared in the policy, including natural and artificial stone tabletops together with stone pedestals.

The following are covered within the sum insured:

- consequential and/or complementary damage resulting from an insured breakage;
- materials similar to glass if they are used instead of glass.

E1.2 Exclusions

In addition to the exclusions pursuant to D9, the following damage is not covered:

- damage due to scratches;
- damage to hand-held mirrors, optical glass, glassware, glass statues, hollow glass items (not including aquariums and glass bricks), lighting fixtures of any kind (light bulbs, fluorescent and neon tubes), glazed tiles, wall and floor tiles;
- damage to glass parts of technical equipment and systems, screens and displays of all types;
- damage to furniture glass or frames caused during work by third parties (e.g. tradesmen);
- damage arising in connection with a fire or an event caused by natural perils.

The general exclusion of “civil unrest” does not apply to breakage of glass/stone elements in furniture.

E2 Breakage of windows, washbasins and building glass

E2.1 Insured risks and property

The insurance covers breakage of glass on or in buildings at locations declared in the policy, including:

- washbasins, sinks, toilets, cisterns, bidets, shower trays and bathtubs;
- natural and artificial stone tops in kitchens, bathrooms and toilet areas;
- ceramic glass cooktops;
- facade lining and wall cladding consisting of glass and glass bricks;
- dome lights;
- glass floors;
- glass of solar energy systems;
- glass of outdoor structures and of permanently installed items outside of the insured building but on the same parcel of land.

The following are covered within the sum insured:

- consequential and/or complementary damage as the result of an insured breakage, but not the replacement of plumbing fixtures (in particular mixer taps);
- chipping of enamel coverings on washbasins, sinks, toilets, cisterns, bidets, shower trays and bathtubs; this coverage applies only to the rooms used exclusively by the policyholder and the insureds;
- materials similar to glass if they are used instead of glass.

E2.2 Exclusions

In addition to the exclusions pursuant to D9, the following damage is not covered:

- damage to lighting fixtures of all types, to bulbs, fluorescent and neon tubes;
- damage to glazed tiles, wall and floor tiles; these do not include glass tiles and tiles made of materials similar to glass;
- damage to glass parts of technical equipment and systems (screens and displays of all types, etc.);
- damage caused during work by third parties (tradesmen, etc.) to glass on the building, to the framing of such glass, or to sanitary installations;
- damage caused by ground subsidence, poor construction substrate, or deficient building maintenance;
- damage arising in connection with a fire or an event caused by natural perils.

The general exclusion of “civil unrest” does not apply to breakage of windows, washbasins and building glass.

E3 Outdoor buildings

E3.1 Insured risks and losses

The insurance covers the risks and loss pursuant to D7.

E3.2 Insured costs

The following costs are covered within the sum insured:

- costs, including clearing and disposal costs, for the restoration of outdoor buildings or permanently installed structures such as footpaths, stairs, retaining walls, entrance driveways, seating, flagpoles, antenna systems, solar panels, earth tubes, geothermal probes, mailboxes, blinds, swimming pools (including fixed covers and parts), etc.;
- costs, including clearing and disposal costs, of restoring the land itself and its replanting;
- costs of the refurbishment of building pipes which an insured is obligated to maintain.

E3.3 Exclusions

In addition to the exclusions pursuant to D7 and D9, the following damage is not covered:

- items of property that are buildings or components thereof, and property which is or must be insured with a cantonal insurance institution. The differentiation between buildings and movable property is governed as follows: in cantons without cantonal building insurance, by AXA's standards for building insurance; in cantons with cantonal building insurance and in the Principality of Liechtenstein, by the respective statutory provisions;
- special foundations, systems for securing the excavation site and sealing off groundwater (drill, ram, cement, wood and special piling; sheet piling, soldier piling and pile walls, supports for diaphragm walls, 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: costs of unearthing and covering relocated pipes;
- damage sustained by protective installations while serving their normal purpose.

E4 Earthquakes and volcanic eruptions

E4.1 Insured risks and losses

In addition to D7, the insurance covers the following risks and losses:

- damage to, destruction or loss of household contents as the consequence of earthquakes or volcanic eruptions.

E4.2 Earthquakes

Damage due to tremors set off through tectonic shifts in the earth's crust. If it is unclear whether a tectonic event has occurred, the assessment by the Swiss Seismological Service shall prevail. Earthquakes occurring within 168 hours of the first tremor that causes damage constitute a single event. The insurance covers all loss events that begin during the term of the contract.

E4.3 Volcanic eruptions

Loss or damage due to the spewing or escape of magma, together with ash clouds, ash showers, gas clouds, glowing clouds or lava flow.

E4.4 Scope of validity

In amendment of D4, the scope of validity in the case of earthquakes and volcanic eruptions shall always be limited to Switzerland and the Principality of Liechtenstein.

E4.5 Exclusions

In addition to the exclusions pursuant to D7 and D9, the following damage is not covered:

- damage from tremors caused when man-made cavities collapse;
- damage due to water from reservoirs.

E5 Mobile homes

E5.1 Insured object

The insurance covers the mobile home specified in the policy, or the unregistered motor home or unregistered caravan. The declared value of the object also includes coverage for permanent additional equipment and accessories such as stoves, sleeping areas and awnings. This addition does not cover additional movable equipment and accessories such as kitchen equipment, dishes and televisions.

E5.2 Insured risks

The insurance covers the risks listed under D7, as well as breakage to the following parts of the insured object:

- windows and skylights;
- washbasins, sinks, toilets, cisterns, bidets, shower trays and bathtubs;
- natural and artificial stone tops in kitchens, bathrooms and toilet areas;
- ceramic glass cooktops.

If materials similar to glass are used for the above-mentioned objects, these are also insured.

Transportation

The insurance also covers damage during transportation to the **unregistered** vehicle/object. The new and old locations must be situated within Switzerland or the Principality of Liechtenstein.

E5.3 Insured benefits

AXA pays the cost of repairs, up to a maximum of the present value at the time of the claim. In the event of a total loss, the present value is also the maximum amount paid.

E5.4 Non-insured events and benefits

In addition to the exclusions pursuant to D7 and D9, the following damage is not covered:

- damage to rear-view mirrors and lamp/bulb glass;
- all claims, if the vehicle/object is registered;
- damage subject to mandatory insurance with a cantonal insurance institution;
- operational damage of all types;
- claims due to inadequate maintenance.

Part F

Household contents, all-round protection

F1 Smartphones, tablets and consumer electronics

F1.1 Insured property

The insurance covers the following items of property for private use that belong to the household contents: electronic devices, including communications and consumer electronics, such as mobile phones, smartphones, photographic and film cameras, smart watches, tablets, laptops, notebooks, television sets, game consoles, computers, drones, model planes, ships and cars, as well as model railways. The insurance also covers privately used measuring instruments to measure sports performance, such as bicycle and running computers, pedometers, fitness trackers, altimeters and GPS devices.

F1.2 Property not insured

- Household, garden and kitchen appliances such as vacuum cleaners, washing machines, tumble dryers, ovens, dishwashers, refrigerators, stoves, blenders, microwaves, lawn mowers, etc.;
- bicycles, e-bikes and sports equipment;
- jewelry, musical instruments and watches;
- professional equipment.

F1.3 Insured risks and losses

The insurance covers sudden, unforeseen damage due to external causes, as well as loss.

F1.4 Exclusions

The exclusions pursuant to D7, D9 and D10 shall apply.

F2 Bicycles, e-bikes and sports equipment

F2.1 Insured property

The insurance covers the following items of property for private use that belong to the household contents: bicycles, e-bikes incl. battery and display, mopeds and sports equipment including accessories (e.g. skis and ski helmets, bicycles and bicycle helmets), as well as personal light electric vehicles such as electric scooters, Segways, electric bikeboards, etc. up to the maximum category of "moped" as defined by the driver and vehicle licensing office.

Accessories are not deemed to include measuring instruments to measure sports performance (see the exclusion).

F2.2 Property not insured

- sports apparel such as ski suits, biking apparel, sports shoes, etc.;
- smartphones, tablets and consumer electronics;
- jewelry and musical instruments;
- professional equipment;
- all measuring instruments to measure sports performance.

F2.3 Insured risks and losses

The insurance covers sudden, unforeseen damage due to external causes, as well as loss.

F2.4 Exclusions

The exclusions pursuant to D7, D9 and D10 shall apply.

F3 Luggage

F3.1 Insured property

The insurance covers

- luggage during air travel; or
 - luggage taken on a journey that involves at least one overnight stay; or
 - luggage handed over to a carrier for transportation.
- Luggage is always part of the insured household contents.

Replacement luggage

The insurance covers the cost of necessary purchases (up to a maximum of CHF 1,000 per claim, without deductible) when a contracted transportation company is responsible for the loss or delayed delivery of luggage belonging to insureds.

Costs of replacing travel documents

The insurance covers the cost of replacing lost travel documents.

F3.2 Insured risks and losses

The insurance covers sudden, unforeseen damage due to external causes, as well as loss.

F3.3 Exclusions

In addition to the exclusions pursuant to D7, D9 and D10, the following damage is not covered:

- damage to insured property that occurs during its use while traveling;
- monetary assets (cash, credit cards and store cards, etc.);
- bicycles, vehicles and boats, with their accessories in each case;
- merchandise, professional equipment and business accessories.

F4 Eyeglasses, hearing aids and medical aids

F4.1 Insured property

The insurance covers the following items of property for private use that belong to the household contents (list is exhaustive; any other items of property insurable only on request):

- hearing aids including accessories;
- wheelchairs of all types (including electrically powered chairs);
- vehicles for the elderly;
- medical measuring instruments and ventilators;
- corrective eyeglasses (including corrective sunglasses);
- insulin pumps;
- walking aids of all types (crutches, sticks, rollators, etc.).

F4.2 Insured benefits
AXA provides its benefits in accordance with J2 only on a subsidiary (supplementary) basis to benefits from other insurance such as OASI, DI, health insurance, accident insurance; to a maximum amount of the sum specified in the policy.

F4.3 Insured risks and losses
The insurance covers sudden, unforeseen damage due to external causes, as well as loss.

F4.4 Exclusions
The exclusions pursuant to D7, D9 and D10 shall apply.

F5 Jewelry, watches and musical instruments

F5.1 Insured property
The insurance covers the following items of property for private use that belong to the household contents: jewelry, e.g. watches and smart watches, rings, necklaces and musical instruments such as violins, pianos, keyboards, trumpets.

F5.2 Property not insured

- bicycles, e-bikes and sports equipment;
- smartphones, tablets and consumer electronics;
- items of daily use such as eyeglasses or writing implements;
- professional equipment.

F5.3 Insured risks and losses
The insurance covers sudden, unforeseen damage due to external causes, as well as loss.

F5.4 Exclusions
The exclusions pursuant to D7, D9 and D10 shall apply.

F6 Art, collections and antiques

F6.1 Insured property
The insurance covers the objects of art, antiques and collections listed in the policy.

F6.2 Insured benefits
AXA pays for the costs of repair. If these costs exceed the current market price at the time of the damage, the current market price will be paid. The agreed amount on first loss is the maximum that will be paid.

F6.3 Insured risks and losses
The insurance covers sudden, unforeseen damage due to external causes, as well as loss.

F6.4 Scope of validity
In amendment of D4, the insurance cover is valid only at the insured locations listed in the policy.
The insurance also covers:

- outbound and return transportation to and from a museum or an official auction venue, including stop for a maximum of six months;
- moves between the insured locations.

F6.5 Exclusions
The exclusions pursuant to D7, D9 and D10 shall apply.

Part G Cyber Plus

Cyber Plus insurance offers full protection against the risks of the internet. The insurance combines preventive and reactive measures plus legal protection and financial benefits.

Prevention and reaction

The insured benefits are provided through external service providers of AXA. Registration on the AXA customer portal (myAXA) is required so that the benefits may be claimed.

Legal protection

If an insured event occurs, AXA-ARAG will represent the legal interests of the insureds. The benefits of AXA-ARAG comprise in each case the scope of insurance per coverage pursuant to G1–G3 and the benefits and costs pursuant to G4.

Financial benefits

If an insured event occurs, AXA will provide the financial benefits listed.

Summary of coverage

Cyber Plus insurance from AXA offers the following coverage modules.

	Prevention and reaction	Legal protection		Financial benefits
		Scope of insurance	Benefits and costs	
Online accounts and credit cards (in accordance with G1)	✓ Monitoring of login data (e.g. e-mail addresses) and warning in the event of leaks of data on the internet.	✓ Enforcement of legal claims against third parties (e.g. misuse of login data)	✓ The services and costs per legal case are insured in accordance with G4	✓ Financial benefits in the case of financial losses (on a subsidiary basis, e.g. due to credit card misuse)
Cyberbullying and copyrights (in accordance with G2)	✓ Searching on the internet for privacy-infringing or defamatory content, including a warning to the author and request that the content be deleted	✓ Enforcement of legal claims against offenders and website operators	✓ The services and costs per legal case are insured in accordance with G4	✗
Online shopping: (in accordance with G3)	✓ Monitoring of websites, incl. a warning in the event of potential dangers (browser extension)	✓ Enforcement of legal claims (e.g. against sellers and platform operators)	✓ The services and costs per legal case are insured in accordance with G4	✓ Financial losses as a result of non-delivery, incorrect delivery or defective delivery
Data recovery, virus removal and IT assistance (in accordance with G5)	✗	✗	✗	✓ Costs for specialists to restore data, remove viruses or provide IT assistance. It is mandatory that the services be organized by AXA.

AXA and the external service providers do not guarantee the success of any data recovery or virus removal or any IT support, preventive and reactive services.

G1 Online accounts and credit cards

G1.1 Insured object

The insurance covers the following privately used items that are the property of the insureds:

- credit, debit, store or SIM cards;
- online accounts (e.g. e-banking, mobile banking such as TWINT, web shops, e-mail accounts, etc.);
- identity and authentication elements (e.g. login data or identity data and documents).

The insurance does not cover:

- cryptocurrencies and crypto wallets

G1.2 Insured events

- Illegal acquisition of the insured property and data by third parties (e.g. through skimming, hacking or theft);
- Misuse of credit, debit, store or SIM cards;
- Misuse of online accounts;
- Misuse of identity and authentication elements (identity fraud).

G1.3 Insured benefits

Prevention and reaction

- Monitoring of e-mail accounts incl. delivery of warnings if the accounts are affected by a data leak (e.g. data leak in the case of online vendors);
- Support for reactivating e-mail accounts and deleting fake profiles in the case of identity fraud;
- Checking received e-mails for phishing (e.g. verification of the sender and the URL in the e-mail);
- Enforcement of claims against third parties (e.g. credit card providers);
- Assistance and information on the risks, as well as tips on proper behavior on the internet.

Legal protection

The following services are insured within the sum insured specified in the policy:

- Review of claim and assistance with the enforcement of rights with respect to erasure or modification of data on the internet;
- Review of claim and assistance with the enforcement of claims against third parties and, where necessary, filing charges;
- Review of claim and assistance with disputes arising from contracts with Swiss credit card companies in connection with credit card misuse;

Financial benefits

In the case of an insured event and unsuccessful legal action, AXA will assume the loss incurred (incl. costs to replace credit cards, as well as bank and payment cards, and identity documents) within the sum insured specified in the policy.

The coverage applies in addition (on a subsidiary basis) for the portion of the loss for which the insured, in relation to the providers (e.g. credit card issuers), is responsible in accordance with their general terms and conditions (see J3 with respect to duties of care).

G1.4 Obligations

The relevant provider (e.g. credit card issuer) must be notified immediately in the event of any illegal acquisition or in the event of any suspicion of misuse of insured property and data. In addition, an immediate block must be arranged.

G1.5 Territorial scope

The insurance is valid worldwide.

G1.6 Exclusions

The insurance does not cover:

- losses caused by persons who live in shared accommodation with the insured;
- losses as a result of the payment of extortion money or due to freely made payments (e.g. in romance scams, grandparent scams, etc.);
- costs of subscriptions/season tickets and membership fees;
- costs of losses incurred during use for business purposes.

G2 Cyberbullying and copyrights

G2.1 Insured events

- **Violations of personal privacy:** A violation of the personal privacy of an insured through insult, slander or defamation. It must be discernible to third parties that the violation of personal privacy was committed by means of electronic media (e.g. cyberbullying).

If agreed in the policy, violations of personal privacy when the insured is carrying out their principal or a sideline activity are included in the insurance.

- **Copyright infringements:** an infringement of copyrights in connection with the internet;
- **Sharing criminal content:** dissemination of criminal content on the internet by the insureds;
- **Publication of private pictures against the will of the insured:** Publication of private pictures of insureds by a third party on the internet. This must take place against the will of the insureds.

G2.2 Insured benefits

Prevention and reaction

- Monitoring of the internet, as well as publicly accessible online platforms, incl. the delivery of warning messages in the event of defamatory and privacy-infringing content in relation to the insureds (e.g. insults, abuse, bullying);
- Request to third parties that they cease any further violations of personal privacy and delete the postings concerned;
- Request to platform or website operators that they delete privacy-violating postings;
- Assistance and information on the risks and well as tips on proper behavior on the internet.

Legal protection

The following services are insured within the scope of the sum insured specified in the policy:

- Review of claim and assistance with the enforcement of legal claims;
- Request, under the threat of legal consequences, to refrain from attacks that violate privacy;
- Filing a criminal complaint;
- Enforcing claims for removal, injunctive relief, or damages against attackers and website operators in cases that constitute violations of personal privacy;
- Defense against claims for damages and criminal defense in copyright law and in the case of sharing of criminal content;
- Safeguarding civil-law interests in connection with contractual disputes;
- Mediation between the parties to a dispute.

G2.3 Territorial scope
The insurance is valid worldwide.

G2.4 Exclusions
The insurance does not cover:
Violations of personal privacy:

- as a consequence of provocation by the insured. This applies even in the case that the insured responded to an earlier provocation from the attacking person;
- in connection with a political or religious activity of the insured;
- in connection with the principal or sideline activity of the insured if this is not expressly indicated in the policy (person of public interest).

Sharing criminal content:

- in connection with felonies of which the insured is accused in a criminal proceeding, including the consequences thereof that fall under civil or administrative law.

G3 Online shopping

G3.1 Insured object

- Movable property for private use that is bought in an online shop or from an online sales platform by an insured;
- Downloads for private use (e.g. films, e-books and software programs).

The insurance does not cover:

- monetary assets as defined in D6;
- virtual objects (e.g. property purchased in apps or games);
- perishable goods, medication and food supplements, weapons, plants, animals and vehicles that must be registered (motor vehicles, watercraft and aircraft);
- movable property that is bought or sold for commercial purposes.

G3.2 Insured events

- **Non-delivery or partial delivery:** movable property and downloads that are not delivered 30 days following the expiry of the last communicated delivery date, or are delivered only in part;
- **Incorrect or defective delivery:** movable property that was not delivered as ordered, or not in the agreed condition or was delivered in a defective condition. The insurance provides coverage for a maximum of 30 days following receipt of the item. Characteristics due to the natural condition of the item do not represent defects (e.g. shading in the case of leather; color and structure in the case of wood products).

G3.3 Insured benefits
Prevention and reaction

- Monitoring of websites incl. delivery of warnings when surfing the internet (browser extension), as well as manual queries of URL addresses;
- Enforcement of claims against third parties (e.g. online shop operators) to demand delivery of goods that were ordered or obtain a refund of the payment made for them;
- Assistance and information on the risks, as well as tips on proper behavior on the internet.

Legal protection
The following services are insured within the scope of the sum insured specified in the policy:

- Review of claim and assistance with the enforcement of claims against sellers, buyers and suppliers, as well as against platform operators.

Financial benefits
In the case of an insured event and unsuccessful legal action, AXA will assume the following benefits within the scope of the sum insured specified in the policy:

- Reimbursement of the proportionate or full purchase price incl. shipping costs. Items that cannot be returned or repaired must be made available to AXA, at its request;
- in the case of damaged or defective items, AXA shall have the choice of having the article repaired, making available an item that is equivalent or reimbursing the necessary costs of repair in an amount, however, of not greater than the purchase price;
- costs to return the articles to the seller. This shall apply provided the seller approves the return shipment and agrees to a replacement delivery or reimbursement of the purchase price.

G3.4 Obligations
Insureds have the obligation to check the condition of the item within a deadline that is normal for the item. If there is a defect, the seller, the supplier or the platform operator must be notified immediately.

G3.5 Territorial scope
The insurance is valid worldwide.

G3.6 Exclusions
The insurance does not cover:

- damage to items that were bought for resale or for commercial/professional use;
- defects or defective delivery of software programs;
- consequential damage of any kind;
- costs for services and travel (e.g. hotels, flights).

G4 Legal protection – Benefits and costs

G4.1 Insured benefits
In the event of an insured legal case, AXA-ARAG covers the following services and costs within the scope of the sum insured specified in the policy:

Services
Legal advice and processing of the legal case by AXA-ARAG. The services of AXA-ARAG are based on an hourly rate of CHF 200.

Insured costs

- Attorney fees for a legal representative retained with the consent of AXA-ARAG and its prior approval of the fee agreement;
- The cost of necessary expert opinions that were obtained with the approval of AXA-ARAG or a court;
- The cost of proceedings by state courts or authorities charged to the insured, except for the cost of first-instance rulings;
- Indemnification of the legal expenses of an opposing party imposed on the insured by a court;
- Debt collection costs for claims due to the insured that arise from an insured legal case, up until there is a certificate of shortfall or bankruptcy notice;

- Bail to avoid pretrial detention. These benefits are paid to insureds in the form of an advance and must be repaid by them;
- Arbitration costs or mediator fees that are charged to the insured arising from proceedings approved by AXA-ARAG.

Additionally insured costs

- The cost of proceedings for first-instance rulings of up to CHF 500 per legal case and insurance year;
- Immediate right to an attorney: advance payment of up to CHF 5,000 for a criminal defense lawyer retained by the insured for the first examination hearing;
- Interpreter fees of up to CHF 5,000 for legal cases relating to incidents abroad;
- Loss of earnings of up to CHF 5,000 as a result of interrogation by authorities, provided that such amounts can be documented;
- Necessary travel expenses of up to CHF 5,000 for trips to court hearings abroad.

Costs not insured

- Fines, contractual penalties and other payments of a punitive nature;
- Damages and satisfaction;
- Costs for which a liable person or a liability insurer is responsible. The insured must refund any amounts of this nature that AXA-ARAG has paid;
- Costs for public notifications, entries in and deletions from public registers, as well as the costs of checks and permits of any kind;
- Costs of medical examinations, analyses and tests to establish if the person is fit to drive and capable of driving;
- Fees and costs from procedures before supranational or international courts and authorities;
- Costs for the enforcement of measures that are futile from a legal or factual perspective, of time-barred claims and of claims against overindebted trading companies.

Threshold amount in dispute

- For amounts in dispute up to the amount of the contractually agreed deductible, the insurance claim shall be limited to one-time legal advice through AXA-ARAG.

G4.2 Claims and compensation in legal cases

G4.2.1 Temporal scope of coverage

- The insurance covers legal cases whose cause or triggering event and the resultant need for legal protection occurred during the applicable contract term for the risk in question.

G4.2.2 Notification of a legal case

- AXA-ARAG must be notified immediately about any legal case for which an insured intends to claim benefits.
- The insured must obtain approval from AXA-ARAG before taking legal action for which the insured requests coverage or before he or she retains a legal representative.

G4.2.3 Processing of a legal case

Cooperation

After notification of a legal case, the insured must provide AXA-ARAG with all the necessary information and powers of attorney.

Procedure

After examining the legal situation, AXA-ARAG will discuss the next steps with the insured. AXA-ARAG will then conduct negotiations for the insured with a view to reaching an amicable settlement. If negotiations fail, AXA-ARAG will decide on the next steps to take and will determine whether legal proceedings are expedient.

Retaining a lawyer

AXA-ARAG shall decide whether or not it is necessary to retain a lawyer.

- AXA-ARAG will recommend a suitable lawyer to the insured.
- The insured retains the lawyer and grants him or her power of attorney. The insured releases the lawyer from his or her duty of attorney-client confidentiality in relation to AXA-ARAG. Furthermore, the insured obligates the lawyer to keep AXA-ARAG informed about developments in the case and, in particular, to provide AXA-ARAG with the information and documents necessary for it to make its decisions.

Free choice of lawyer

The insured has the right, with the approval of AXA-ARAG, to retain a lawyer of his or her choice if:

- A legal representative must be appointed for court or administrative proceedings (monopoly of lawyers);
- There is a conflict of interest, i.e. the opposing party to the insured is a company of the AXA Group (except for AXA-ARAG), or if the legal case is one in which AXA-ARAG is required to provide coverage for the opposing party as well.

If no agreement can be reached on who to retain as the legal representative, AXA-ARAG will choose one of the three legal representatives that the insured suggests. These legal representatives may not work for the same law firm or partnership of lawyers, nor may they be connected in any other way.

Coverage confirmation

AXA-ARAG can define a period for its coverage confirmation in respect of benefits in accordance with G4.1, impose conditions or include restrictions, or limit coverage to a particular stage of proceedings or a specific amount. The notification by the insured to the lawyer that coverage has been confirmed does not justify any request for assumption of debt.

Settlements

AXA-ARAG assumes obligations arising from a settlement at its expense only if it has given its approval to the settlement.

Legal expenses of the opposing party

Reimbursement for non-court costs and opposing party expenses awarded to the insured by a court or out-of-court must be assigned to AXA-ARAG up to the amount of the benefits paid by it.

Futility

If AXA-ARAG refuses to indemnify because it considers a measure to be futile, it must state its reasons for the proposed solution in writing without delay and, in the case of a difference of opinion, inform the insured of the feasibility of the proceeding. In this case, the insured is responsible for observing the deadlines for any appeals, forfeiture and limitation periods.

Procedure in the case of differences of opinion

If opinions differ on the measures required to settle a legal case, the insured is entitled to have the matter reviewed by an independent expert to be appointed jointly by the parties. Each party must advance half of the costs incurred; the losing party must ultimately assume all costs. No opposing party legal expenses will be paid. Unless the insured requests such a procedure within 20 days of having received the rejection, the rejection shall be deemed to have been accepted. At the request of the insured, or if it proves impossible to agree upon an expert, the judge, instead of an expert, must make the decision in a summary proceeding at the registered office or domicile of the one of the parties in Switzerland.

Measures at party's own expense

If the insured commences legal proceedings at his or her own expense after the obligation to indemnify was rejected on the grounds of futility, AXA-ARAG will cover the costs thereby incurred under the provisions of these GIC if the judgment proves to be more favorable for the insured than the solution that AXA-ARAG had set out and justified in writing or the result of arbitration proceedings.

Restrictions and liability exclusions

AXA-ARAG may, outside of Europe, indemnify through an external claims adjuster or limit its payment to a reasonable part of the costs. AXA-ARAG accepts no liability in any way for choosing and commissioning a lawyer or an interpreter and for communicating information or making payments on time.

G4.2.4 Notification period

No legal protection will be provided if AXA-ARAG is notified of the legal case more than three months after the policy is canceled. In the event of a prolonged delay that is not the fault of the party, the legal case may be notified at a later time as soon as the reason for the delay has ceased to apply.

G4.2.5 Buyout of proceedings

AXA-ARAG shall have the right to exempt itself from its obligation to indemnify by compensating the commercial interests of the dispute.

G4.3 General exclusions from legal protection insurance

The insurance does not cover the safeguarding of the legal interests of the insured:

- arising from areas that are not listed as insured;
- if the first actual or alleged breach of law or contract occurred prior to conclusion of the insurance contract;
- against AXA-ARAG, as well as;
 - a) against lawyers and experts commissioned in a legal case;
 - b) against AXA and external service providers in connection with benefits under this contract.

However, the insurance does cover safeguarding of legal interests against other companies of the AXA Group:

- in direct or indirect connection with felonies of which the insured is accused during a criminal proceeding, including the consequences thereof that fall under civil or administrative law;
- in connection with claims and liabilities that have been assigned to the insured or transferred to him or her by virtue of inheritance law or in some other way;
- in connection with any form of self-employed professional activity or gainful occupation;

- The insurance does not cover legal disputes among persons insured under this contract, except for safeguarding of the legal interests of the policyholder against other insureds under this contract.

G5 Data recovery, virus removal and IT assistance

For insured electronic devices, AXA organizes the measures necessary for the recovery of stored data, the removal of viruses and for troubleshooting in the case of technical defects. The insurance also covers IT support services at the locations included in the policy.

The insurance covers a maximum of two events per year.

The insurance pays benefits only in respect of measures that have been organized or ordered by AXA.

Duties of care

The insureds are responsible for the proper storage and protection of their electronic devices and data. The following are considered to be minimum duties of care:

- securing access to the insured devices (e.g. password protection, facial recognition);
- implementing software updates from the relevant manufacturers;
- installing and updating anti-virus programs.

If duties of care are breached, benefits paid by AXA may be reduced to the extent that the inadequate protection led to the occurrence or increase of the loss, or they may be refused altogether.

Territorial scope

The insurance is valid worldwide.

G5.1 Data recovery and virus removal

G5.1.1 Insured object

The insurance covers the following privately used electronic devices that are the property of the insureds:

- mobile phones, tablets, laptops, desktop PCs, servers, game consoles, photo cameras, USB sticks, etc.;
- virtual clouds (restoration of data from history or backup);
- storage media and databases (e.g. SSD, NAS, SAN/DAS, RAID).

The insurance does not cover:

- electronic devices or data during use of them by the insureds for business purposes;
- professional equipment;
- vehicles of any kind, including their storage systems and onboard computers;
- household appliances, kitchen utensils and gardening tools.

G5.1.2 Insured events

- Physical damage to the digital storage medium;
- Technical defect in the digital storage medium;
- Hacker attacks or infection of a digital storage medium with computer viruses or malware.

G5.1.3 Insured benefits

- Costs of recovering damaged or lost data;
- Costs of reinstalling data on devices, databases or cloud accounts of the insureds;
- Costs of virus removal or, if this is not possible, of a full reinstall of the device.

G5.1.4 Exclusions

The insurance does not cover:

- Costs of loss or damage due to software errors (manufacturer's liability);
- Costs that arise because insureds deliberately interfere in third-party data processing systems. This includes, for example, hacker attacks, the use of unlicensed software or of software intended to destroy the data order (software viruses);
- Costs of damage to the electronic devices or data carriers themselves;
- Costs of licenses and rights of use, as well as for the acquisition of programs and data;
- Costs of restoring data with criminal content or unlawfully acquired data;
- Costs arising from the use of data misappropriated by third parties and misused;
- The intrinsic value of the lost or damaged data itself;
- Payments of extortion money for the release of data.

G5.2 IT assistance

G5.2.1 Insured object

The insurance covers the following privately used electronic devices that are the property of the insureds:

- TV, video, audio, home cinema, smart home systems;
- Networks (WLAN);
- Computers, laptops.

The insurance does not cover:

- Electronic devices or data during use of them by the insureds for business purposes;
- Professional equipment;
- Vehicles of any kind, including their storage systems and onboard computers;
- Smartphones, mobile phones, tablets, smart watches, watches and wearables of any kind;
- Household appliances, kitchen utensils and gardening tools.

G5.2.2 Insured events

Technical defects

Malfunctions of insured electronic devices.

IT support services

The following benefits are paid, in addition, for laptops and computers (exhaustive list):

- Help to start and log in;
- Help to back up files and data;
- Setup of e-mail programs;
- Installation of external devices (e.g. printers or loudspeakers).

G5.2.3 Insured benefits

- Costs for the diagnosis of IT problems;
- Costs for troubleshooting, incl. test run;
- Costs for laptop and computer IT support services.

G5.2.4 Exclusions

The insurance does not cover:

- Assembly of equipment, technical systems or network systems (e.g. smart home systems);
- Installation and configuration of insured property incl. software and operating systems;
- Costs for damage to electronic devices, technical systems, network systems or data carriers themselves;
- Fixing software errors;
- Individual software solutions (e.g. add-ons to Office products) are not supported.

Part H

Supplementary insurances and services

H1 Gross negligence

AXA waives its right to reduce benefits due to gross negligence in accordance with the Insurance Contract Act (ICA). This does not include events caused by the policyholder or eligible claimant under the influence of drugs, medication or alcohol. All benefits under the Cyber Plus insurance, as well as instances of damage, modification or loss of own or third-party data are also excluded from the waiver of gross negligence. In addition, the foregoing shall be subject to any reductions due to a breach of duties of care when handling credit cards and store cards (see J3.1). If the scope of the policy covers driving a motor vehicle with the inclusion of the supplementary coverages for "Use of private third-party vehicles" (C1) and "Use of car sharing and rental vehicles" (C2), AXA will waive its right of reduction in the event of traffic accidents and collisions caused through gross negligence, unless the driver of the vehicle caused the insured event while intoxicated or driving in an unfit state, or by committing a serious speeding offense (as defined by Art. 65 para. 3, Road Traffic Act). The insurance does not cover reductions due to gross negligence imposed by other insurers. The deductibles and sums insured for the benefits relating to the loss or damage insured in the policy shall apply respectively.

H2 Loss of keys and locksmith service

H2.1 Keys co-owned or solely owned by an insured

These include keys to apartments, houses, properties, safes and vehicles of all kinds. Keys are also deemed to include badges and magnetic cards.

H2.1.1 Insured events

- Loss of and damage to keys;
- Sudden and unforeseen failure of locking systems;
- Accidental lockout.

H2.1.2 Insured benefits

- Costs of replacement keys;
- Immediate measures to open doors (hiring a locksmith);
- Necessary costs of changing locks, if the relevant location is covered by an AXA household contents insurance. The actual costs incurred to change or replace keys and locks shall apply.

Repair of the locking system, if the relevant location is covered by an AXA household contents insurance. A maximum of CHF 10,000 per claim is paid for all benefits together.

H2.1.3 Non-insured events and benefits

- Faulty vehicle locking systems;
- Accidental lockout from vehicles;
- Costs relating to locks or locking systems of vehicles;
- Company keys and locking systems of the company owner or employer;
- Keys that the insured acquired from a company owned by him or her or in which he or she owns shares and holds a senior position;
- Keys entrusted to third parties (e.g. tradesmen) in order to complete jobs in apartments and houses of insureds.

H2.2 Keys (of third parties) entrusted for safekeeping

These include, but are not limited to, keys to rental apartments, rented vacation apartments, safes including bank safes, mailboxes, keys acquired from an employer, keys to association premises. Keys are also deemed to include badges and magnetic cards.

H2.2.1 Insured liability claims

The insurance covers statutory liability arising if an insured loses or damages a key entrusted to him or her, or if it is stolen from the insured.

H2.2.2 Insured benefits

- Coverage of the amount that the insured is required to pay in accordance with the statutory liability provisions. A maximum of CHF 10,000 is paid per claim;
- Defense against unjustified liability claims; maximum CHF 10,000 per claim;
- Immediate measures to open doors (including hiring a locksmith).

This service will also be provided if the insured locks him- or herself out by accident.

H2.2.3 The insurance does not cover

- Costs relating to locks or locking systems of vehicles;
- Keys that the insured acquired from a company owned by him or her or in which he or she owns shares and holds a senior position;
- Keys entrusted to third parties (e.g. tradesmen) in order to complete jobs in apartments and houses of insureds.

H2.3 Scope of validity

The insurance is valid worldwide. Immediate measures are provided only for locations within Switzerland or the Principality of Liechtenstein.

H3 Tradesmen emergency service

H3.1 Insured benefits

In the event of an insured emergency at locations declared in the policy (see D4.1), AXA organizes the necessary immediate measures. AXA covers the costs, up to the agreed sum insured, for ordering a tradesman and for the measures deemed necessary by AXA. The insurance pays benefits only in respect of measures that have been organized and ordered by AXA.

A maximum of two claims per insurance year are insured up to the agreed sum insured.

H3.2 Insured emergencies

Blocked pipes

AXA covers the cost of expert rectification of a pipe blockage if drainpipes (e.g. from bathtubs or shower trays, washbasins or sinks, toilets, or floor drains) are blocked, and the problem cannot be rectified without expert assistance.

No coverage is provided:

- for the costs of maintenance and servicing work required at periodic intervals;
- for blockages attributable to improper use;
- for blockages caused by failure to perform maintenance or servicing work.

Sanitary installations and systems

If a defect makes it impossible to turn off the cold and/or hot water, or if the water supply is interrupted, AXA covers the costs of expert rectification of the defect.

No coverage is provided:

- for the replacement of defective seals and calcified components, or of plumbing fixtures and boilers;
- for the costs of maintenance and servicing work required at periodic intervals.

Electrical installations and systems

In the event of defects in electrical installations and systems, AXA covers the costs of expert rectification of the defect.

No coverage is provided:

- for the rectification of defects in electrical and electronic devices such as washing machines, freezers, lamps, computers, television sets, video and DVD players;
- for the rectification of defects in power consumption meters;
- for the costs of maintenance and servicing work required at periodic intervals.

Heating systems

AXA covers the cost of expert rectification of defects in heating installations if:

- radiators cannot be operated due to defects on thermostatic valves;
- radiators have to be repaired due to breakage or leakage;
- heating systems cannot be operated due to a defect in heating boilers, burners, tanks or heating pipes.

In the event of an unforeseen failure of the heating system which cannot be remedied by a heating installation company, AXA covers the cost of loaned heating equipment but not the costs of the repair.

No coverage is provided:

- for the replacement of heating boilers, burners, tanks, heating pipes or heating systems;
- for the replacement of radiators;
- for the rectification of damage due to corrosion;
- for the costs of maintenance and servicing work required at periodic intervals.

Wasps', hornets', bees' nests

AXA covers the cost of expert removal or relocation of the nests of wasps, hornets or bees. No coverage is provided if such removal or relocation is not permitted for legal reasons (e.g. protection of endangered species).

Pest infestation

AXA covers the cost of expert removal of the following exhaustive list of pest species:

- ants;
- cockroaches;
- silverfish;
- mice and rats;
- bedbugs.

The insurance also covers analyses required to determine the species of pest, especially (for example) in the case of bedbugs.

No coverage is provided:

- for the removal of pests if the infestation is limited to animals and plants;
- for damage to buildings and household contents;
- for structural measures to prevent infestation by pests (e.g. installing grills).

H3.3 Territorial scope

The tradesmen emergency service applies in Switzerland and the Principality of Liechtenstein.

H4 Bicycle and e-bike assistance

H4.1 Insured vehicles

The following vehicles are insured, provided they are driven or controlled by an insured:

- bicycles;
- e-bikes with pedal assistance up to and including 45 km/h;
- electric mopeds up to and including 45 km/h;
- vehicles for the elderly with electric motor;
- wheelchairs, including electric wheelchairs;
- trailers that are approved for the insured vehicle.

H4.2 Insured events

The insurance covers the unforeseen and sudden failure of the insured vehicle as a result of:

- a breakdown;
- an accident;
- a collision;
- theft or attempted theft;
- malicious damage by third parties which makes it impossible to continue the journey.

H4.3 Insured benefits

The insurance covers the following benefits, provided they are organized by AXA:

24-hour roadside assistance and towing

AXA organizes and pays for the roadside assistance. If the vehicle cannot be restored to roadworthy condition on site, AXA will either pay for transportation of the insured vehicle to the closest suitable repair shop or for return transportation to the permanent domicile of the vehicle keeper in Switzerland. AXA also covers the cost of spare parts up to CHF 50 for onsite roadside assistance, provided that suitable spare parts are carried on the roadside assistance vehicle.

The insurance pays benefits only in respect of measures that have been organized and ordered by AXA. If, due to the circumstances, AXA cannot be reached and the insured him- or herself must therefore arrange for roadside assistance and towing, the corresponding costs are covered up to a maximum of CHF 250 per event.

Transportation costs and additional transportation costs

AXA pays the transportation costs for direct return to the permanent domicile of the insureds in Switzerland, or up to a maximum of CHF 500 per person for the continuation of the journey to the destination.

Additional costs for accommodation and meals

AXA pays the additional costs of accommodation and meals for insureds during the period of the repair if it is impossible to restore the vehicle to roadworthy condition on the same day, or for an unforeseen stay, up to a maximum of CHF 500 per person.

A maximum of two claims per insurance year are covered up to the agreed sum insured.

H4.4 Territorial scope

Bike and e-bike assistance is valid in Europe.

If the breakdown location is not accessible by car, the insured must proceed to a location which is accessible by car, together with his or her insured vehicle. The insured must be present during the breakdown repair.

H4.5 Exclusions

The insurance does not cover

- maintenance and service costs;
- repair costs;
- costs relating to the insured event (e.g. police report);
- replacement of the insured vehicle in the event of theft;
- damage in connection with intentionally committed or attempted felonies;
- damage caused in connection with breaches of statutory provisions;
- damage that occurs as a result of disregarding the manufacturer's instructions;
- damage arising from participation in races, rallies and similar competitions, as well as training or other driving on racetracks and official training circuits;
- damage that is incurred when taking part in other types of cycling, such as BMX, track cycling, trick cycling, dirt jumping or similar;
- claims related to inadequate maintenance.

Part I Claims

I1 General

In the event of a claim, the eligible claimant must immediately notify AXA or service providers authorized and designated by it. In the case of a culpable breach of this obligation, compensation may be reduced or refused altogether to the extent that the occurrence, scope or assessment of the loss was influenced by the breach.

I2 Options for notifying claims to AXA

- by telephone;
 - online via the myAXA app or the claims form at www.axa.ch;
 - in writing (see the last page of these GIC).
- AXA shall be entitled to request a written notice of claim in addition.

I3 Obligations in the event of a claim

I3.1 Personal liability

AXA will negotiate with the injured party in its own name or as representative of the insured. All written and oral notifications and rulings received by the insured must be forwarded to AXA.

The insured is not permitted to acknowledge any claims by the injured party of his or her own accord or to make any payments. If a civil proceeding is commenced, the insured must leave management of it to AXA. If civil law claims are brought as part of a criminal proceeding, the insured must keep AXA informed about the proceeding from the beginning.

Settlement by AXA of claims brought by the injured party shall be binding on the insured.

I3.2 Household contents insurance, Cyber Plus insurance, supplementary insurances and services

If AXA so requests, the eligible claimant must provide written justification for his or her claim for compensation. Also on request, he or she must draw up a list of the property present before and after the damage or loss occurred, and the property that was affected by the damage or loss, with indications of its value.

The eligible claimant must present proof of the amount of the loss. The sum insured is not considered as proof of the presence and value of the insured property. The eligible claimant must ensure the preservation and rescue of the insured property and must also ensure that the loss is mitigated. He or she must also follow all instructions from AXA.

The following applies for household contents insurance, in addition: In the event of theft, the insured must notify the police immediately. He or she must neither remove nor alter any of the evidence without the consent of the police.

If stolen property is recovered, the insured must inform AXA immediately. If AXA has already paid compensation for such property, the eligible claimant must return the compensation, less payment for any reduction in value or the repair costs, or must make the property available to AXA. The following applies for Cyber Plus insurance, in addition: in the case of items that cannot be returned or repaired, they must be made available to AXA upon request.

Both the eligible claimant and AXA may request that the loss or damage be assessed immediately. The loss or damage must be assessed either by the parties themselves, by a mutually agreed expert, or through a loss adjustment procedure.

I4 Loss adjustment procedure for household contents insurance

Each party must appoint an expert in writing. The experts then elect an umpire using the same procedure prior to the start of any loss evaluation. If one party fails to appoint its expert 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 will also appoint the umpire if the experts are unable to agree on one.

Any persons without the necessary expertise, who are related to one of the parties, or are otherwise biased, may be rejected as an expert. If the reason for the rejection is in dispute, the decision shall rest with the competent judge, who will then also appoint the expert or umpire if the objection is substantiated.

The experts are responsible for establishing the cause, surrounding circumstances and amount of the damage. They must determine the replacement value and the present value of the property affected by the claim immediately before and after the event. If there are any discrepancies between the evaluations, the umpire decides on the remaining points in dispute within the upper and lower limits of both evaluations.

The evaluations made by the experts within the scope of their authority shall be binding unless proven by one party to vary significantly from the actual circumstances. Each party shall bear the costs of their expert; the two parties shall each bear one half of the costs of the umpire.

Part J

Compensation

J1 Personal liability

Within the scope of the selected coverage, AXA will pay the amount of compensation which the insured is required to pay to the injured party on the basis of statutory liability provisions. AXA will also cover the defense against unjustified claims or, at the request of the insured, pay benefits for liability on request in accordance with B3.3. The benefits from AXA (including claims interest, attorney fees and court costs, legal expenses of an opposing party and insured loss prevention costs) are restricted to the sums insured for each insured event specified in the policy. The total of all claims arising from the same cause shall be deemed to constitute a claim pursuant to a single event, irrespective of the number of injured parties. The deductible shall apply per event. It also applies to the costs of defending against unjustified claims. On moving out of a rental apartment, the deductible agreed pursuant to the policy is deducted once. In the case of any tenant damage notified during the rental period, the deductible will be subtracted per event.

J2 Household contents insurance, supplementary insurances and services

Compensation is calculated on the basis of the amount required to purchase a new item of the same sort at the time of the claim, less the value of the remaining property. In the case of partial damage, repair costs are reimbursed but only up to the replacement value of the item. In the case of present value insurance, the amount of compensation corresponds to the value of the item immediately prior to the occurrence of the loss or damage, taking into account its age, its use and wear and tear. At its option, AXA may have the required repairs carried out by companies engaged by it or may provide compensation in kind or in cash. Compensation in kind may also involve newly refurbished items.

J2.1 Deductible

Unless otherwise agreed, the deductible is applied only once per event. If different deductions apply as a result of claiming multiple coverages (accumulation of benefits, section J2.4), the highest deductible will be subtracted. The deductible will be subtracted from the calculated loss.

J2.2 Costs

Cleanup costs

Compensation is based on the effective costs of clearing the remnants of insured household contents from the place of loss and taking them to the nearest suitable disposal area, as well as the costs of disposal and destruction.

Additional living expenses

Compensation is based on the additional costs incurred because the damaged rooms are not fit for use, as well as on the loss of income from sub-rental. Any avoidable costs and costs that are ongoing in any event (e.g. rent and mortgage interest) will be deducted.

Cost of changing locks

Compensation is based on the actual costs incurred to change or replace keys (or corresponding badges and magnetic cards) and locks to the rooms used by the policyholder and the other insureds, to the locations insured in the policy, and to bank safes rented by the eligible claimant.

Costs of emergency windows, emergency doors and emergency locks

Compensation is based on the actual costs for implementing the measure taken.

Costs of replacing documents

Compensation is based on the actual costs of replacing originals or duplicates of identity documents and other documents, and of personal transportation tickets, plane tickets, subscriptions and season tickets.

Loss mitigation costs

If these costs, together with the compensation, exceed the sum insured, they are reimbursed only in respect of expenses incurred on instructions from AXA. Compensation is not provided for services by public fire departments, police or other parties whose duty it is to provide assistance.

J2.3 Indemnity limits in the case of multiple locations

If multiple locations are insured under the policy, the following applies:

- the indemnity limits in accordance with the agreed basic cover (BASIC or COMFORT) apply at the location;
- in the case of different basic cover for each location (BASIC or COMFORT), the indemnity limits of the basic cover pursuant to COMFORT apply away from home.

J2.4 Indemnity under multiple coverage modules

If, in the event of a claim, benefits in accordance with the policy or the General Insurance Conditions accrue as a result of multiple coverages, these will be cumulated up to a maximum of the calculated loss or damage. This cumulation also applies for benefits that are provided by third-party insurers.

J2.5 Order of precedence for compensation under household contents insurance in the case of multiple coverage modules

If, in the event of a claim, compensation flows from multiple coverages, AXA will compensate in accordance with the following schedule, with the benefits from the individual coverages always being first exhausted in full:

- basic cover
- supplementary insurances
- household contents all-round protection coverage

J3 Cyber Plus

The benefits will be provided, in sequence, in the areas of prevention, reaction, legal protection and financial benefits. AXA covers financial losses suffered, the complete or proportionate purchase price or the costs for an expert. In the event of partial damage, repair costs are reimbursed but only up to a maximum of the purchase

price. The deductible will be subtracted from the calculated loss and shall apply per event.

J4 Reduced compensation

J4.1 In the event of breach of duties of care or other obligations

The policyholder has a duty to take care and, in particular, must take measures required by the circumstances to protect the insured property against the insured risks. When using credit cards and store cards, the requirements of the card issuer with respect to the duties of care must be met.

In the event of a culpable breach of regulations, duties of care or other obligations, compensation may be reduced or refused altogether to the extent that the occurrence, scope or assessment of the loss was influenced by the breach. There is no reduction if the eligible claimant can prove that his or her behavior did not influence the loss.

J4.2 In the event of underinsurance

In the event of underinsurance, the rules pursuant to D2 shall apply.

J4.3 In the case of events caused by natural perils

In the case of property damage due to events caused by natural perils that are subject to statutory insurance against damage by natural perils pursuant to the Ordinance on the Oversight of Private Insurance Companies (IOO), the relevant statutory provisions shall apply. In the case of damage not subject to statutory insurance against damage by natural perils, the provisions of these General Insurance Conditions (GIC) shall apply.

J5 Due date for compensation

Compensation is due 30 days after the date on which AXA received the documents required to determine the amount of the claim and its obligation to indemnify. 30 days after the loss occurred, a partial payment may be requested that equals the minimum amount due in accordance with the status of the loss evaluation. AXA's payment obligation shall be suspended for as long as the compensation cannot be ascertained or paid due to fault on the part of the policyholder or eligible claimant. It shall not become due for as long as there is any doubt about the entitlement of the eligible claimant to receive the payment, or while a police or criminal investigation into the loss is in progress and the proceedings against the policyholder or eligible claimant have not yet been finalized.

J6 Limitation and forfeiture

J6.1 Limitation

Claims arising under the insurance contract become time-barred five years after the event on which the obligation to indemnify is based.

J6.2 Forfeiture

If AXA rejects the claim for compensation, the eligible claimant must bring the matter before a court within five years of the occurrence of the event, otherwise he or she will forfeit his or her rights.

Part K

Definitions

The technical expressions used in the General Insurance Conditions (GIC) are described in the following table.

Term	Description
Aircraft	Aircraft are deemed to include planes, rotorcraft (helicopters), airships, gliders, motor gliders, free and tethered balloons, kites, model aircraft, drones, air sport equipment, rockets and space vehicles.
Car sharing	Car sharing means the joint use of vehicles by multiple users in return for payment. Vehicles are offered and rented on electronic platforms in return for payment.
Collision	Collision is loss or damage due to a sudden and violent external event. It includes, but is not limited to, loss or damage due to impact, collision as such, overturning and crashing.
Complementary damage in the case of glass	Damage is complementary if only a portion of something whole is affected by damage and if it is not possible to restore the whole. (Example: The washbasin is damaged but not the toilet that belongs to it. It is not possible to replace the washbasin with one that even comes close to the previous form and color with the consequence that the toilet must be replaced as well.)
Confirmation of domicile	A confirmation of domicile confirms that a person has properly registered in a municipality .
Consequential damage	This denotes damage arising as the unavoidable consequence of an insured event, e.g. damage due to extinguishing water resulting from fire damage.
Entrusted property	Objects transferred to the policyholder or an insured for storage or to use.
Gross negligence	Anyone who breaches an elementary duty to exercise due care (e.g. anyone who lets a candle burn on a Christmas tree and goes shopping) commits gross negligence.
Gross income earned	Gross income earned is defined as the revenue earned from self-employed professional activities without the deduction of any costs.
Guest effects	Personal belongings of a guest (e.g. clothes, coats, sports articles, and the like).
Insurance year	The principal due date is the annually recurring date on which the new insurance year begins, and on which the annual premium is due. (Example: The principal due date is on April 1. The insurance year consequently runs from April 1 to March 31.)
Loss mitigation costs	Expenses that must be incurred/measures that must be taken by the policyholder in order to mitigate the consequences of an insured event.
Misappropriation	The perpetrator intentionally appropriates an item of third-party movable property entrusted to him or her in order to enrich him- or herself unlawfully by so doing.
Motor vehicle trade	Businesses that belong to the motor vehicle trade are ones that repair, maintain, buy, and sell motor vehicles, e.g. garages and body shops. Other businesses such as those that produce, restore and store motor vehicles also belong to the motor vehicle trade.
Movable structures	Movable structures are buildings without foundations which were not constructed as permanent installations, such as garden sheds or tool sheds.
Present value	The value of an item (e.g. bicycle) at the time of the loss or damage, taking into account its age, its use and the wear and tear.

Professional equipment	Professional equipment comprises movable items that are the property of an insured or that are rented or leased by an insured and used exclusively for professional purposes (e.g. laptop, tablet, tool, work apparel). Professional equipment also includes movable property entrusted by the employer that is used privately.
Professional equipment does not include:	<ul style="list-style-type: none">• merchandise;• semi-finished and finished products;• permanently installed equipment and apparatus for professional use.
Work of art	A work of art is the product of creative artistic activity.

Part L

Data protection

In the course of preparing and executing the contract, AXA becomes aware of the following data:

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

This data is needed in order to review and assess the risk, manage the contract, collect the premiums on time and process the claim correctly in the event of a claim. The data must be stored for at least ten years after a contract ends; 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 shall be 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 in the contract, such as reinsurers and other participating insurers, pledge holders, authorities, attorneys, external claims adjusters and service providers. Information may also be passed on to liable third parties and their liability insurers for the purpose of enforcing recourse claims. AXA shall be authorized to inform third parties (e.g. 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 shall be entitled to request the credit history of the customer from external providers in order to assess the creditworthiness of the customer.

In connection with an insured event, the medical staff providing treatment must be released from their obligation of confidentiality in relation to AXA.

In connection with a claim, AXA shall also be authorized to obtain relevant information from and inspect the files of other insurers, authorities (police or investigating authorities, driver and vehicle licensing offices, or similar offices), as well as from motor vehicle manufacturers and other third parties. If necessary, the eligible claimant must authorize the offices mentioned above to disclose the relevant information. This is based on Art. 39 of the Insurance Contract Act (ICA).

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.

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

Mutual access to health data is excluded.



Want to file a claim?

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

www.axa.ch/report-claim

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