



General Insurance Conditions (GIC)

# Household Insurance

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

Version 10.2021

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# Key Points at a Glance

This overview provides you with information about the key content of the insurance contract in accordance with Article 3 of the Federal Act on Insurance Contracts (ICA). The rights and obligations of the contracting parties arise on conclusion of the insurance contract, in particular on the basis of the application, the policy, the insurance conditions 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 Legal Protection Ltd., 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 a subsidiary of AXA Insurance Ltd.

## What is insured?

Depending on what coverage is chosen, the insurance covers either personal liability or personal movable household contents, or both. If additional coverage is needed, Cyber Plus insurance and other types of supplementary insurance and services are available to cover further items and risks.

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

Household contents insurance is property and casualty insurance pursuant to the Insurance Contract Act (ICA).

## 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, sports person, tenant or rider of a bicycle. The insurance also covers the defense against unjustified liability claims made against insureds (passive legal protection).

Supplementary coverage 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

AXA offers three basic plans for household contents to choose from: BASIC, COMFORT and ALL RISK. The BASIC and COMFORT basic plans insure household contents against damage due to fire, natural hazards, theft and water damage. The ALL RISK basic plan also insures household contents against damage and loss.

Supplementary coverage for household contents:

- simple theft away from home
- breakage of glass/stone elements in furniture
- breakage of windows, washbasins and building glass
- outdoor structures
- earthquakes
- 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 payments are insured under the Cyber Plus insurance. The following coverages can be included in your policy:

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

## Supplementary insurance and services

Special risks can be covered through supplementary insurance and services:

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

## What is not covered?

Personal liability insurance does not cover the following, among other things:

- First party loss: loss or damage affecting the person or property of an insured or another person living with the insured in shared accommodation;
- Damage due to wear and tear: This relates to damage caused by wear and tear or excessive use, especially in rental apartments. Damage due to deliberate changes to rental property (drilling or resealing of dowel holes or nail holes, etc.) is also excluded from coverage;
- Loss or damage that was foreseeable or should have been expected with a high degree of probability;
- Loss or damage caused in connection with intentionally committed or attempted misdemeanors or felonies.

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

- Motor vehicles (except for electric mopeds and mopeds), trailers, motor boats, sailboats and aircraft;
- Property which is or must be insured with a cantonal insurance institution;
- Property for which specific insurance is in place (such as insurance for valuables or cell 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 rights 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 personal liability insurance, AXA covers the costs of justified claims for damages and the defense against unjustified claims.

Under household contents insurance, AXA usually pays the new value of the items that are damaged or lost as the result of insured events.

Cyber Plus insurance provides services, in turn, in the areas of prevention, reaction, legal protection and financial payments. In the case of insured property, AXA usually indemnifies, within the scope of the financial benefits, the financial loss incurred, the complete or proportionate purchase price, or the costs of an expert.

The maximum compensation per claim and the applicable deductible are specified in the policy. If other indemnity limits apply to certain 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 an 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?**

The insureds must, as appropriate in the circumstances, 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 benefits if the duty of care and duty to notify 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 and how does the notice of claim need to be filed?**

In the event of a claim, the eligible claimant must immediately notify AXA or service providers authorized and designated by it.

The notice of claim may be made as follows:

- by telephone
- online via the myAXA app or by means of the claim form at [AXA.ch/report-claim](https://www.axa.ch/report-claim)
- in writing

AXA is entitled to request a written notice of claim in addition.

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

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

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

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

The personal liability insurance covers loss or damage caused during the term of the contract. The household contents insurance, the Cyber Plus insurance, as well as the supplementary insurance and services, cover events that occur during the term of the contract. The term of the contract is specified in the policy.

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

The policyholder may withdraw from the contract with AXA within 14 days of their acceptance. This deadline will be met if the withdrawal is communicated to AXA in writing or in another form of text (such as e-mail).

On withdrawal, any benefits already received will have to be repaid.

#### **Special information for the Principality of Liechtenstein**

The applicant is bound by the application to conclude an insurance contract within two weeks of submitting or sending the application. This period is extended to four weeks if a medical examination is required.

If AXA is in breach of the duty to provide information pursuant to the Liechtenstein Insurance Contract Act or the Liechtenstein Insurance Supervision Act, the policyholder has the right to withdraw from the contract within four weeks of receipt of the policy.

The responsible supervisory authority is the Swiss Financial Market Supervisory Authority FINMA, 3000 Bern.

#### **What definitions apply?**

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

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

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

# General Insurance Conditions (GIC)

## Part A Underlying Provisions of the Insurance Contract

### A1 Scope of the contract

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The insurance and coverage plans taken out are specified in the policy. The policy, these General Insurance Conditions (GIC) and any Special Insurance Conditions (SIC) provide information about the scope of insurance.

### A2 Territorial scope

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The territorial validity is based on the provisions of the relevant insurance.

### A3 Trigger

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The personal liability insurance covers damage caused during the term of the contract. The household contents insurance, the Cyber Plus insurance, as well as the supplementary insurance and services, cover events that occur during the term of the contract.

### A4 Term of the contract

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#### A4.1 Beginning

The insurance contract begins on the date specified in the policy. Any provisional insurance coverage that may be in place expires once the policy is issued.

#### A4.2 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 will owe the pro rata premium for the policy term.

#### A4.3 Term of the contract

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

### A5 Change of address and residence

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Any change of address must be reported to AXA within 30 days of moving. AXA is entitled to adjust the premium to the new circumstances.

If the policyholder relocates their place of residence within Switzerland or the Principality of Liechtenstein, the insurance will also apply at the new location and during the move. If the policyholder gives up their place of residence in Switzerland or the Principality of Liech-

tenstein, the insurance will expire at the end of the insurance year or, at the request of the policyholder, as of the date of their departure.

### A6 Insureds

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The insurance covers all persons named in the policy who live with the policyholder in shared accommodation. Accommodation is shared if the place of residence (pursuant to a confirmation of registration/confirmation of receipt of documents) and the address of the insureds are identical to the place of residence and address of the policyholder. The names of the insureds must be provided to AXA.

#### Contingent insurance

The policy includes contingent 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 be covered by contingent 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 be covered by contingent insurance for 30 days after their departure.

### A7 Termination of the contract

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#### A7.1 Ordinary termination

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

If the term of the contract is longer than three years, the parties may terminate it at the end of the third year or each subsequent year in writing or in another form of text, subject to compliance with a period of notice of three months.

If an annual right of termination was agreed, either contracting party may give notice to terminate the contract in writing or another form of text, subject to compliance with a period of notice of three months prior to the end of the insurance year.

#### A7.2 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 they become aware of the payment of the benefit, with coverage ending 14 days following receipt by AXA of the notice of termination
- by AXA, at the latest on payment of the benefit, with coverage ending 14 days following receipt by the policyholder of the notice of termination

In the areas of prevention and reaction within the scope of Cyber Plus insurance, there is no right of termination after benefits have been paid.

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**A7.3 Termination in the event of multiple insurance coverages**  
A14 applies.

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**A7.4 Termination by the policyholder in the event of an adjustment to the contract by AXA**  
A10 applies.

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## **A8 Premiums**

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**A8.1 Premium amount and due date**  
The premium specified in the policy is due on the first day of each insurance year; the due date for the first premium is specified in the invoice. For installment payments, the installments due during the insurance year are deemed to be deferred. AXA may add a surcharge to each installment.  
If an automatic adjustment of sums insured was agreed in the household contents insurance, the premiums will be adjusted each year accordingly.

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**A8.2 Discounts and price reductions**  
Any discounts and price reductions are set out in the policy.

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## **A9 Deductible**

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

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## **A10 Adjustment to the contract by AXA**

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**A10.1 Notification by AXA**  
AXA may adjust the contract with effect from the start of each insurance year if the following change:

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

Notice of any adjustment to the contract must be received by the policyholder no later than 25 days prior to the start of the new insurance year.

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**A10.2 Termination by the policyholder**  
The policyholder has the right to terminate the partial contract affected by the change, i.e. the personal liability insurance, the household contents insurance, the cyber insurance and any supplementary insurance and services, with effect from the end of the current insurance year. The partial contract that is terminated in this manner will then expire at the end of the insurance year. Notice of termination must be received by AXA no later than on the last day of the current insurance year.

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**A10.3 Consent to an adjustment to the contract**  
Any adjustment to the contract is deemed to have been accepted unless the policyholder gives notice of termination.

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**A10.4 Changes without right of termination**  
The policyholder has no right of termination in the case of the following adjustments to the contract:

- 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 in the number of insureds or persons obligated to pay premiums;
- changes to premiums or benefits in the policyholder's favor.

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## **A11 Duty of care and other obligations**

I3 applies.

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## **A12 Duty to provide information**

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**A12.1 Communication with AXA**  
The policyholder must address all communications to the relevant branch office or to the registered office of AXA.

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**A12.2 Claims**  
I1 and I2 apply.

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**A12.3 Adjustment to the contract by AXA**  
A10 applies.

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**A12.4 Multiple insurance**  
A14 applies.

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**A12.5 Termination of the contract**  
A7 applies.

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## **A13 Claims**

Part I applies.

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## **A14 Multiple insurance coverages**

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**A14.1 Duty to notify**  
AXA must be notified immediately if there are any other insurance contracts in place for the same insured property against the same risk and for the same period of time, or if such contracts will be concluded.

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**A14.2 Termination**  
AXA may terminate the insurance within 14 days of notification of multiple insurance coverages. The contract expires four weeks following receipt by the policyholder of the notice of termination.  
If the policyholder has inadvertently taken out multiple insurance, they may terminate the contract concluded last. This must occur within four weeks of discovering the multiple insurance coverages. Termination must be delivered to AXA in writing or in another form of text (e-mail, for example).

## **A15**    **Principality of Liechtenstein**

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

## **A16**    **Applicable law and place of jurisdiction**

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### **A16.1**    **Applicable law**

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

### **A16.2**    **Place of jurisdiction**

The ordinary courts of Switzerland have exclusive jurisdiction over any disputes arising out of or in connection with this insurance contract; in the case of policyholders resident or having their registered office in the Principality of Liechtenstein, the ordinary courts of Liechtenstein have exclusive jurisdiction over any such disputes.

## **A17**    **Sanctions**

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AXA will not provide any insurance coverage, claims payments or any other indemnity to the extent that the provision of such indemnity would expose AXA to any sanction, prohibition or restriction under any UN resolution or any trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States of America or Switzerland.



## Part B

### Personal liability, basic coverage

#### B1 Insured liability claims

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The insurance covers the statutory liability of a private individual arising from that person's conduct 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;
- Damage to animals: death or loss of animals, injury or damage to animals.

These include, in particular, liability claims caused by culpable behavior as, for example,

- 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;
- Renter or borrower of property and vehicles;
- Sole owner of real property, associated tank installations and land in Switzerland and in the Principality of Liechtenstein;
- Keeper and operator of model aircraft and drones, not including models and drones required to be licensed by the Federal Office of Civil Aviation (FOCA);
- Kite surfer;
- Party causing environmental impairment;
- Keeper of permanently parked, unregistered mobile homes, recreational vehicles or travel trailers.

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

##### B1.1 Employees and auxiliaries

The insurance covers claims arising from damage to third parties which was caused by employees and auxiliaries while performing their duties in the private sphere of an insured. This supplement does not apply to self-employed professionals and employees of a company.

##### B1.2 Third parties entrusted with care

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

#### B2 Territorial scope

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Unless otherwise mentioned, the insurance is valid worldwide.

#### B3 Insured benefits

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##### B3.1 Coverage of justified liability claims

AXA covers the amount that the insured is required 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 the 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 animals

Damage caused by the pets of an insured.

###### B3.3.3 Third parties entrusted with care

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 state 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 (see also Swiss Civil Code 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 prescribed by law (or would be prescribed 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 facility and to the go-kart itself is not covered. The benefits are provided on a subsidiary basis only;

B3.4.4 damage to third-party travel trailers or recreational vehicles that are permanently parked for residential purposes.

##### B3.5 Bicycles, e-bikes and mopeds

The insurance covers damage that an insured causes as the driver 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 there is no liability insurance required by law, the obligation of AXA to indemnify ceases 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.

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### **B3.6 Watercraft and aircraft**

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).

The insurance also covers liability as keeper and operator of model aircraft and drones not required to be licensed by the Federal Office of Civil Aviation (FOCA), as well as kite surfers.

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.

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### **B3.7 Other vehicles/personal light electric vehicles**

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).

Damage to such vehicles is insured only if such vehicles 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.

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### **B3.8 Tenant damage**

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 stalls.

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### **B3.9 Real property**

The insured liability is subject to the following restrictions:

- B3.9.1 The insurance covers property occupied by an insured that contains a maximum of three apartments. The property must be solely owned by an insured. If a commercial operation is located in the property, the insurance is only valid subject to the following conditions:
- the business is operated by an insured;
  - it involves a self-employed professional activity;
  - the gross earned income (revenue) achieved does not exceed CHF 20,000 per year.
- B3.9.2 The insurance covers a holiday home that is used by the insured him- or herself and that is solely owned by the insured. It must be a single-family home and not contain any commercial operation.
- B3.9.3 “Solely owned” within the context of B3.9.1 and B3.9.2 means a property in which the insured holds all of the ownership shares.
- B3.9.4 Damage caused by insureds as owners of condominium property which they themselves occupy is covered by AXA only if:
- the cause of such damage is located in those parts of the building to which the insured condominium owner has been granted an exclusive right, or if the cause thereof is located in the parts, rooms or facilities of the building used in common;
  - such damage was caused in connection with the exercise of the ownership right of an insured condominium owner;

The insurance coverage applies in addition to the building liability insurance of the community of condominium owners (i.e. on a subsidiary basis). The coverage applies to the part that exceeds the sum insured under the building liability insurance (difference in limits coverage).

#### **Exclusions:**

- If the community of condominium owners claims damages from an insured, the insurance does not cover the part of the damage that corresponds to the quota share of the insured as condominium owner according to the entry in the land register;
- If the community of condominium owners does not have building liability insurance, no damage is covered by the personal liability insurance.

B3.9.5 All benefits listed under B3.9 applies only to real property in Switzerland and the Principality of Liechtenstein.

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### **B3.10 Land**

The insurance covers liability in connection with undeveloped land that is solely owned by an insured or which is rented, leased or held under a usufructuary lease by an insured. The land may not be used for an insured's own commercial purposes unless the revenue generated from it is less than CHF 20,000 per year. This limit also applies in the case of a rental.

The insurance also covers liability in connection with garden sheds or other structures used to manage the undeveloped land.

The insurance also covers the liability of the insured as owner of land on which an insured property pursuant to B3.9 is located.

All benefits listed apply only to land in Switzerland and the Principality of Liechtenstein.

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### **B3.11 Tank installations**

The coverage also includes damage caused by tank installations if the tank installation serves an insured property pursuant to B3.9.

All benefits listed apply only to tank installations in Switzerland and the Principality of Liechtenstein.

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### **B3.12 Builder-owner**

The insurance covers the liability of the insured as a private builder-owner:

- of properties that would be deemed to be insured after their construction;
  - of construction projects at insured properties.
- Coverage is provided only if the construction costs in accordance with the Building Cost Classification (cost estimate), including the builder-owner's own work and fees, does not exceed the sum of CHF 100,000.

#### **Exclusion:**

The insurance does not cover construction projects in connection with earth tubes and geothermal probes.

All benefits listed apply only to properties in Switzerland and the Principality of Liechtenstein.

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### **B3.13 Self-employed activities**

B3.13.1 The insurance covers the liability of the insured arising from self-employment (including part-time self-employment), provided that the gross annual earned income (revenue) does not exceed CHF 20,000. The insurance also covers employees and auxiliaries of the insured (ex-

cluding companies or self-employed professionals such as subcontractors, for example). The insurance does not cover companies with the legal form of a legal entity.

B3.13.2 The insurance also covers damage to premises that an insured rents for the self-employed professional activity in accordance with B3.13.1.

#### B3.13.3 Exclusions

The insurance does not cover the liability:

- for recourse claims and claims for compensation of third parties for services rendered to the injured party;
- for bodily injury to an employee of an insured if the employee is injured while performing his or her professional duties;
- in the case of claims relating to contract performance or substituted performance because a contract was not performed or was not performed correctly. This concerns the following cases, in particular:
  - damage to and defects in items 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 inherent in the manufacture, delivery or performance of the work;
  - damage and costs incurred in connection with identifying and remedying such damage and defects;
  - pecuniary loss and loss of earnings as a result of such damage or defects.

If non-contractual claims are brought based on the above circumstances, insurance coverage for the following will 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. Rented premises in accordance with 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 the preparations for such activities;
- for claims in connection with asbestos.

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#### 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 impairment is the result of a single, sudden and unforeseen event that also requires immediate action, such as notifying the responsible authorities, alerting the public, or implementing loss prevention or loss mitigation measures;
- B3.14.2 as a result of the leakage 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 land and/or insured property, if the leakage identified requires immediate action as described in B3.14.1.

#### B3.14.3 Exclusions

There is no coverage:

- if only several events with a similar effect (such as 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 restoring protected species or habitats;
- for damage 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 the regulations;
- any necessary repairs must be carried out immediately and operating malfunctions must be rectified immediately.

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#### 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 pays the loss prevention costs owed by law. 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.

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## B4 Exclusion of third party recourse claims and claims for compensation

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

- for which an insured is liable in accordance with B1.1 and B1.2 or as 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.

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## B5 General personal liability insurance exclusions

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 any kind, 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. See also B3.6.

<b>B5.3</b>	as the user of motor vehicles, watercraft and aircraft made available by a club or association.	<b>B5.14</b>	for damage that an insured causes by transmitting a contagious disease to humans, animals or plants.
<b>B5.4</b>	for damage to property of an insured (first party 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 (first party damage) or to a person living in shared accommodation with the insured.	<b>B5.15</b>	for damage occurring when an insured intentionally commits, or attempts to commit, a misdemeanor or felony.
<b>B5.5</b>	for damage to property that 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.	<b>B5.16</b>	for claims arising from financial loss inflicted by an insured on another party and that is not attributable to an insured bodily injury or to insured property damage. Compensation for loss of support for dependents constitutes an exception.
<b>B5.6</b>	for damage to property on or with which an insured performs an activity against payment. It is a prerequisite that the damage must occur during this activity.	<b>B5.17</b>	for loss or damage based on liability assumed under a contract that goes beyond the liability imposed by law.
<b>B5.7</b>	for damage to money, securities, documents, plans or military equipment borrowed for use or taken into safekeeping by an insured. This also applies to consequential damage.	<b>B5.18</b>	for loss or damage in connection with a failure to comply with contractual or legal insurance obligations.
<b>B5.8</b>	for damage due to wear and tear, especially in rented apartments. This relates to damage caused by wear and tear 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.	<b>B5.19</b>	for loss or damage in connection with the loss or theft of, or damage to, keys and code cards of any kind and for any use; for example, house and apartment keys, keys to business premises, car keys, hotel keys, keys to association or club premises, keys to bank safes, keys to vacation accommodation.
<b>B5.9</b>	for tenant damage caused by pets if the agreed lease term is indefinite or for more than 12 months.	<b>B5.20</b>	for damage to horses that are borrowed, rented, kept temporarily or ridden on behalf of another (including damage to their saddles and bridles).
<b>B5.10</b>	for damage arising from the use of vehicles, watercraft or aircraft for journeys that are not allowed by law, by the authorities or by the keeper.	<b>B5.21</b>	for damage arising from activities as a hunter.
<b>B5.11</b>	for damage that was foreseeable or should in all probability have been anticipated.	<b>B5.22</b>	for damage in connection with motor vehicles as a result of participation in races, rallies and similar competitive driving events as defined in Art. 72 of the Road Traffic Act, as well as training or other driving on race tracks and official training tracks.
<b>B5.12</b>	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.	<b>B5.23</b>	for damage to property or injury to animals transported on or in trailers pulled by a motor vehicle.
<b>B5.13</b>	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.	<b>B5.24</b>	for model aircraft and drones required to be licensed by the Federal Office of Civil Aviation (FOCA).

## Part C

# Personal Liability Supplementary Coverage

### C1 Use of private third-party vehicles

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#### C1.1 Insured liability claims

The insurance covers the liability as the driver (but 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 to vehicles of the employer and to company vehicles that are borrowed by private individuals for private use, free of charge, 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 will 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 interests or on behalf of the employer, or used for a professional activity;
- vehicles used in the context of car sharing;
- vehicles leased by an insured;
- all vehicles of the motor vehicle industry. These include replacement and rental vehicles as well as vehicles during test drives;
- vehicles owned by a club or an association;
- vehicles that are registered in the name of a company if an insured owns significant shares in this company and holds a senior 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). In the absence of the insurance required by law, the obligation of AXA to indemnify will 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 or pilot are not covered;
- liability for damage to the vehicle when loading and unloading, due to misfuelling, due to soiling of the interior of the vehicle, as well as 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 or 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 on 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 goods for relocation that 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 (such as 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 accidental damage insurance pays for the theft, AXA will assume the deductible if the insured is liable for it.

### C2 Use of car sharing and rental vehicles

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#### C2.1 Insured liability claims

The insurance covers the liability of an insured as the driver of (but not a passenger in) 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 the pilot of watercraft and aircraft that are used in return for payment or are made available by a club, an association or their 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 will 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 or piloted by the insured or other persons living in the same household;
- that are made available by a club or an association. The driver or pilot must be a member of the club or association or act on behalf of the club or association. The insurance also covers vehicles without the legally 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 interests or on behalf of the employer, or used for a professional activity;



- replacement vehicles from the motor vehicle industry and vehicles from this industry during test drives;
- vehicles that an insured leases or uses through a car subscription;
- vehicles that are rented six months or longer;
- vehicles that are registered in the name of a company if an insured owns significant shares in it and holds a senior position in this company;
- vehicles that are registered in the name of a sole proprietorship of an insured.

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### C2.3 Insured benefits

The insurance covers:

- liability insofar as the claims are not insured by the liability insurance for the vehicle (subsidiary coverage). In the absence of the insurance required by law, the obligation of AXA to indemnify will cease to apply in its entirety;
- the loss of bonus from the liability insurance required by law. The deductible from the liability insurance and any gross negligence recourse against the driver or pilot are not covered;
- liability for damage to the vehicle when loading and unloading, due to misfuelling, due to soiling the interior of the vehicle, as well as liability as 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 collision-related damage to the vehicle 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 or pilot.

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

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### C2.4 Exclusions

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

- damage to goods for relocation 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 (such as 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 (for the remaining rental period, for example).

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## C3 Pet damage to rental apartments

### C3.1 Insured benefits

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

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### C3.2 Exclusions

In this connection, the exclusions pursuant to B5.9 and B5.12 have no validity.

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## C4 Hunter liability

### C4.1 Insured liability claims

The insurance covers the liability of the insured as:

- hunter, game tenant, armed guest hunter, gamekeeper, hunting guide or participant in hunting events;
- owner of facilities (such as tower blinds or fences) used in hunting or as protective measures in hunts.

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### C4.2 Insured benefits and territorial scope

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

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### C4.3 Exclusions

In addition to the exclusions pursuant to B5, the insurance does not cover liability claims that arise if 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.

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## C5 Horse lessees

### C5.1 Insured liability claims

The insurance covers liability for damage:

- to horses that are borrowed, rented, kept temporarily or ridden on behalf of another for non-commercial purposes;
- to the saddles and bridles of the horses used.

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### C5.2 Insured benefits

The insurance covers:

- the costs of veterinarian treatments;
- 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.

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### 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

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The insured household contents comprise all movable property for private use owned by the insureds. The household contents also include pets (small animals such as dogs, cats and hamsters, etc.), leased or rented items, entrusted property and the effects of guests (not including monetary assets).

The insurance also covers outdoor sculptures, items installed by the insureds as tenants that are not insured with the building (such as carpet over parquet that is laid by an insured him- or herself), movable structures including contents (such as garden sheds without foundations), as well as electric mopeds and mopeds including their accessories, mobility scooters and wheelchairs of any kind. 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 new value. The new 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 limited 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 new value of the entire household contents. Property that is no longer used is insured at present value.

### D2 Underinsurance

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#### 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.

AXA waives a reduction in payment in the event of underinsurance for losses that amount to less than 10% of the sum insured per location. This rule does not apply in the case of events caused by natural hazards (high water, storm or hail, for example) that are subject to natural hazards insurance (IOO). If the loss amounts to more than 10% of the sum insured, the underinsurance rule is applied to the excess. In the case of sums insured on a first-loss basis, such as for the household contents supplementary and all-round protection coverage options, 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 do not apply.

#### D2.2 Waiver of reduction in payment in the event of underinsurance

If agreed in the policy, AXA waives any reduction in payment 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 reductions in payments in the event of underinsurance does not apply for events caused by natural hazards (high water, storms or hail, for example) that are subject to natural hazards insurance (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 applies. In the case of a change of home address, the waiver of reduction in payment in the event of underinsurance is also valid at the new location for 30 days following the move.

### D3 Automatic adjustment of sums insured

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If agreed in the policy, the sum insured for 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 and, in a letter accompanying the subsequent premium invoice, informs the customer about the sums insured and premiums for the next insurance year. Changes due to an adjustment to the new index level do not give rise to a right to terminate.

### D4 Territorial scope

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#### D4.1 Declared locations

Coverage is in place at the locations declared in the policy which are located 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, an apartment or a room, or a travel trailer/mobile home which

- is owned by 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.

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**D4.4 Coverage away from home**

Household contents located outside 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.

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**D5 Insured costs**

The following costs will be covered in connection with an insured claim (see J2.2), in addition to the compensation:

- costs of removal;
- 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 re-issue of identification documents, documents, personal tickets for public transport, plane tickets and subscriptions;
- loss mitigation costs.

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**D6 Monetary assets**

Monetary assets are insured. Cash, credit cards and store cards, non-personal transportation tickets, subscriptions/season tickets, traveler's checks and vouchers, securities, savings books, precious metals (held in storage, in the form of bullion or merchandise), coins and medals; unset, cut precious stones, pearls and uncanceled stamps are considered to be monetary assets. 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 (such as TWINT), coverage applies in addition (on a subsidiary basis) for the 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 third parties that are entrusted to the policyholder.

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**D7 Insured risks and losses****D7.1 Fire**

This includes damage to household contents 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.

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**D7.2 Natural hazards**

This includes damage to household contents caused by:

- high water, flooding, 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 hazards:

- ground subsidence, poor construction substrate, faulty construction methods, lack of building maintenance, failure to take preventive measures, artificial earth movements, snowslide from roofs, groundwater, water that rises and overflows (in places where experience has shown that this is likely to recur at shorter or longer intervals);
- water from reservoirs or other man-made water systems or water backups from the sewage system;
- damage from operational and managerial activities that experience has shown are likely to give rise to claims, such as on construction or civil engineering sites, on underground sites, or while extracting stone, gravel, sand or clay;
- tremors caused by the collapse of man-made 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 hazards**

The statutory provisions respecting natural hazards insurance contained in the Ordinance on the Oversight of Private Insurance Companies (IOO) also apply. Under the insurance against natural hazards, the following are not subject to the IOO:

- temporary third-party property (such as the effects of guests 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.

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**D7.3 Theft**

This includes loss of or damage to household contents as a result of burglary, robbery or simple theft, for which there is conclusive proof based on evidence, witnesses or circumstances.

**D7.3.1 Burglary**

Burglary is defined as:

- theft by offenders who enter a building or a room in the building by force, or break open a locked container therein;
- theft by offenders who enter a vehicle of any kind using force;
- attempted burglary and theft through access using the right keys or codes if the offender appropriated these keys or codes through the commission of a burglary or robbery.

**D7.3.2 Robbery**

Robbery is defined as theft involving the threat or use of force against the insureds or persons working in the household, as well as theft in the event of the inability of the victims to resist as a result of death, unconsciousness or an accident.

**D7.3.3 Simple theft**

Simple theft is defined as theft without the use of force, that is not considered to be either a burglary or a robbery (such as theft by a pickpocket or a confidence trickster). This does not include the loss or misplacement of items.



**At home:** Simple theft at an insured location is insured under basic coverage.

**The following is also insurable and specified in the policy, as applicable:**

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

**D7.3.4 Special features**

- In the event of loss or damage caused by theft at home, the sum insured for household contents also covers any damage caused to the building. This also applies to damage to buildings in connection with theft from movable structures;
- Damage to household contents and the interior of the building are also insured if there was no loss or damage caused by theft, but the offender gained entry to the building without authorization and the loss or damage caused by 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 repository that is equally secure. 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 any kind;
- damage arising in connection with a fire or a natural hazard event.

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**D7.4 Water**

This includes damage to household contents caused by:

- water or other liquids leaking from pipes and any systems or apparatuses connected to them that serve 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 objects 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 result 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 apparatuses connected to them, 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, renovation or other work is in progress;
- damage as a result of ground subsidence, poor construction substrate, poor building maintenance;
- damage caused by water from reservoirs or man-made water systems, irrespective of the cause;
- damage arising in connection with a fire or a natural hazard event.

## D8 Household contents basic coverage plans: BASIC, COMFORT, ALL RISK

	BASIC	COMFORT	ALL RISK
<b>Insured property and costs</b>			
The insurance covers household contents and costs in accordance with D1 and D5	✓	✓	✓
<b>Insured risks and losses</b>			
<b>Fire, natural hazards, theft, water</b> in accordance with D7	✓	✓	✓
<b>Simple theft away from home</b> in accordance with D7.3.3	+	+	✓
<b>Breakage of glass/stone elements in furniture</b> in accordance with E1	+	+	✓
<b>Wind</b> Damage to household contents and, if insured, to outdoor structures due to wind at speeds of less than 75 km/h – deductible in accordance with statutory insurance against damage due to natural hazards (IOO)	-	✓	✓
<b>Misappropriation</b> Loss due to the misappropriation of household contents	-	✓	✓
<b>ALL RISK</b> The insurance covers the household contents against damage and destruction due to sudden and unforeseen external effects and against loss	-	-	✓
<b>Insured benefits</b>			
The following indemnity limits apply per declared location as well as away from home:			
<b>Costs</b> incurred in connection with an insured claim: • costs of removal • 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 the SI, at least CHF 500	up to 20% of the SI, at least CHF 500	up to 20% of the SI, at least CHF 500
<b>Loss mitigation costs</b>	up to the SI	up to the SI	up to the SI
<b>Jewelry</b> (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
<b>Professional tools/accessories</b> (in addition to the household contents total)	CHF 20,000	CHF 20,000	CHF 20,000
<b>Monetary assets including credit card misuse</b> 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
<b>Spoilage of frozen products</b> • Damage to food in refrigeration appliances due to a defect in the cooling unit or an unforeseen failure of the power supply <b>The insurance does not cover:</b> • Damage to the refrigeration appliances themselves or damage resulting from operating errors	-	CHF 5,000	CHF 5,000
<b>Replacement luggage</b> Costs, per claim, of necessary purchases where a contracted transportation company is responsible for the loss or delayed delivery of luggage belonging to insureds. There is no deductible.	-	-	CHF 1,000
<b>Exclusions</b>			
• Exclusions pursuant to D7	✓	✓	✓
• General exclusions pursuant to D9	✓	✓	✓
• Exclusions ALL RISK basic coverage 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, including accessories and spare parts for each, for which mandatory liability insurance is required or would be required if they were registered in Switzerland (except for electric mopeds and mopeds);
- ships, including accessories and spare parts, for which liability insurance is required or would be required if they were registered in Switzerland, as well as aircraft, including 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 for which there is a special insurance;
- damage resulting from armed conflict, violations of neutrality, revolution, rebellion, uprising, internal unrest (acts of violence against persons or objects as a result of riots, commotion or mob activity), as well as any measures taken to counter such events;
- damage resulting from changes to the structure of atoms;
- damage resulting from earthquakes or volcanic eruptions;
- personal items of sentimental value and restoration costs for photographic, film, video and audio recordings, computer data and files;
- costs of pirated or illegal copies in connection with data;
- loss resulting from damage to and loss of data through cyber events (malware, hacker attacks, computer viruses, etc.);
- costs of the services of public firefighters, the police or other parties whose duty it is to provide assistance;
- travel trailers, recreational vehicles and mobile homes, each together with their accessories;
- loss due to the misappropriation of monetary assets and jewelry;
- damage to motor vehicles arising from participation in races, rallies and similar competitive driving events, as well as training or other driving on race tracks and official training circuits.

## **D10 Exclusions for ALL RISK basic coverage and household contents all-round protection**

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

- loss or damage resulting from wear and tear, aging, abrasion, deterioration, contamination, scratching, splintering or paintwork damage of any kind;
- loss or damage resulting from faulty packaging or inadequate securing of removal goods in transit, as well as loss or damage that arises while the insured items are consigned to a third party for transport;
- loss arising when a third party cleans, restores or renovates the insured property and destroys or damages it in the process;
- damage resulting from gradual exposure to the effects of temperature or weather, as well as due to exposure to light, chemical, biological or climatic influences, 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;
- loss or damage due to cyber events (malware, hacker attacks, computer viruses, etc.);
- loss or damage due to the natural or defective condition of the property itself;
- loss of or damage to monetary assets.

## Part E

# Household Contents Supplementary Coverage

### 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 also insured within the scope of the sum insured:

- consequential and/or complementary damage as a result of 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 figurines, 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 any kind;
- damage to furniture glass or frames caused during work by third parties (tradespersons, for example);
- damage arising in connection with a fire or a natural hazard event.

The general exclusion of “civil unrest” does not apply in the event of 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, showers and bathtubs;
- natural and artificial stone tops in kitchens, bathrooms and toilet areas;
- ceramic cooktops;
- facade lining and wall cladding consisting of glass and glass bricks;
- dome lights;
- glass floors;
- glass in solar panels;
- glass in outdoor structures and in permanently installed items outside the insured building but within the property.

The following are also insured within the scope of the sum insured:

- consequential and/or complementary damage as a result of insured breakage, but not the replacement of plumbing fixtures (in particular mixer taps);
- chipping of enamel coatings 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 any kind, 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 technical equipment and systems, screens and displays of any kind;
- damage caused during work by third parties (home services, etc.) to building glazing, framing or sanitary installations;
- damage caused by ground subsidence, poor construction substrate or poor building maintenance;
- damage arising in connection with a fire or a natural hazard event.

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

### E3 Outdoor structures

#### E3.1 Insured risks and losses

The insurance covers the risks and losses pursuant to D7.

#### E3.2 Insured costs

The following costs are insured within the scope of the sum insured:

- costs, including removal and disposal costs, of repairing outdoor structures or permanently installed items such as paths, 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 removal and disposal costs, of repairing the property itself and of replanting it;
- costs of repairing 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 that are buildings or components thereof and items that are insured 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 an excavation site and sealing off groundwater (drill, ram, cement, wood and special piling; pipe-jacks and reinforced pile walls, supports for diaphragm walls, reinforcements, anchors);
- areas and woodland used for agricultural purposes;
- crops for commercial use including the soil they are grown in;

- damage from hail or snow loads to plants and crops, including products derived from them;
- damage resulting from work to improve the construction substrate as well as from excavation of the site;
- costs of accessing pipes; costs of uncovering and covering installed pipelines;
- 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 a result 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 will 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 is always 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 caused by water from reservoirs.

## E5 Mobile homes

### E5.1 Insured object

The insurance covers the mobile home specified in the policy, or the unregistered recreational vehicle or unregistered travel trailer. The declared value of the object also includes coverage for permanently attached additional equipment and accessories such as stoves, sleeping areas and awnings. Additional movable equipment and accessories such as kitchen appliances, dishes and televisions are not covered by this supplementary coverage.

### 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, showers and bathtubs;
- natural and artificial stone tops in kitchens, bathrooms and toilet areas;
- ceramic cooktops.

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

### Transport

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

### E5.3 Insured benefits

#### Repair costs

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.

#### Costs of accessing pipes

The insurance also covers the costs of accessing pipes up to CHF 5,000 per claim for pipes that serve the mobile home or permanently installed items, for which the owner of the mobile home is responsible. The insurance also covers the related costs for:

- accessing leaking pipes that carry liquid or gas;
- bricking up or covering these pipes again once they have been repaired or replaced;
- searching for the leak, insofar as this is necessary to locate the leak and thus reduce the costs of accessing the pipes;
- repairing the area around the leak.

These costs are also covered for pipes outside the mobile home. If the pipes serve multiple mobile homes, the costs are only covered on a pro rata basis.

#### Costs of removal

The insurance also covers costs of removal up to a maximum of 20% of the declared value of the object that arise as a result of damage to the mobile home. Compensation is based on the actual costs of removing the remains of the insured mobile home from the place of loss and taking them to the nearest suitable disposal area, as well as the costs of disposal and destruction.

### E5.4 Non-insured events and benefits

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

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

The following costs in connection with pipes for the insured recreational vehicle are not covered:

- costs for pipes that are moved for operational reasons;
- costs for earth tubes, geothermal probes, geothermal storage facilities and the like;
- costs of searching for, accessing and repairing pipes if the measures are ordered by authorities or are carried out for maintenance or remediation purposes;
- maintenance and loss prevention costs.

# Part F

## Household Contents All-round Protection

### F1 Smart phones, 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, smart phones, 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 tools;
- property of third parties that is entrusted, provided that it is not rented or leased by the insureds.

#### 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 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 including battery and display, mopeds and sports equipment including accessories (skis and ski helmets, bicycles and bicycle helmets, for example), 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. Measuring instruments to measure sports performance (see exclusion) are not considered to be accessories.

#### F2.2 Property not insured

- sports apparel such as ski clothing, biking apparel, sports shoes, etc.;
- smart phones, tablets and consumer electronics;
- jewelry and musical instruments;
- professional tools;
- all measuring instruments to measure sports performance;
- hockey sticks of any kind;

- all weapons used in martial arts such as swords, battle staves, etc.;
- property of third parties that is entrusted, provided that it is not rented or leased by the insureds.

#### 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 apply.

### F3 Luggage

#### F3.1 Insured property

The insurance covers:

- luggage during air travel; or
- luggage that is taken on a trip that involves at least one overnight stay; or
- luggage that is handed over to a transport company for carriage.

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 transport company is responsible for the loss or delayed delivery of luggage belonging to insureds.

#### Cost of replacing travel documents

The insurance covers the cost of replacing lost travel documents.

#### F3.2 Property not insured

- 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 tools;
- property of third parties that is entrusted, provided that it is not rented or leased by the insureds.

#### F3.3 Insured risks and losses

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

#### F3.4 Exclusions

The exclusions pursuant to D7, D9 and D10 apply.

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## **F4 Eyeglasses, hearing aids and medical aids**

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### **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 any kind (including electrically powered chairs);
  - mobility scooters;
  - medical measuring instruments and ventilators;
  - corrective eyeglasses (including corrective sunglasses);
  - insulin pumps;
  - walking aids of any kind (crutches, canes, rollators, etc.).
- 

### **F4.2 Property not insured**

Property of third parties that is entrusted to the insureds, provided that it is not rented or leased by the insureds or provided by OASI, IV, a health insurance or an accident insurance.

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### **F4.3 Insured benefits**

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

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### **F4.4 Insured risks and losses**

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

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### **F4.5 Exclusions**

The exclusions pursuant to D7, D9 and D10 apply.

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## **F5 Jewelry, watches and musical instruments**

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### **F5.1 Insured property**

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

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### **F5.2 Property not insured**

- bicycles, e-bikes, and sports equipment;
  - smart phones, tablets and consumer electronics;
  - items of daily use such as eyeglasses or writing implements;
  - professional tools;
  - property of third parties that is entrusted, provided that it is not rented or leased by the insureds.
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### **F5.3 Insured risks and losses**

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

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### **F5.4 Exclusions**

The exclusions pursuant to D7, D9 and D10 apply.

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## **F6 Art, collections and antiques**

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### **F6.1 Insured property**

The insurance covers the objects of art, antiques and collections listed in the policy.

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### **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 first loss amount is the maximum that will be paid.

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### **F6.3 Insured risks and losses**

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

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### **F6.4 Scope of validity**

In amendment of D4, the insurance is valid only at the insured locations listed in the policy.

The insurance also covers:

- outbound and return transport to and from a museum or an official auction site, including a stay of no more than six months;
  - moves between the insured locations.
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### **F6.5 Exclusions**

The exclusions pursuant to D7, D9 and D10 apply.

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## Part G Cyber Plus

Cyber Plus insurance offers full protection against risks on the internet. The insurance combines preventive and reactive measures with 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 from AXA-ARAG includes, 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-mail addresses, for example) and warning in the event of data leaks on the internet.	✓ Enforcement of legal claims against third parties (misuse of login data, for example)	✓ The services and costs per legal case are insured in accordance with G4 gemäss G4 versichert	✓ Financial benefits in the case of financial losses (on a subsidiary basis, for example due to credit card misuse)
Cyberbullying and copyrights (in accordance with G2)	✓ Searching for content on the internet that violates personal rights or is defamatory, including a warning to the author and request that the content be deleted	✓ Enforcement of legal claims against offenders and the website operators	✓ The services and costs per legal case are insured in accordance with G4	✗
Online shopping (in accordance with G3)	✓ Monitoring of websites, including a warning in the event of potential dangers (browser extension)	✓ Enforcement of legal claims (such as against sellers and platform operators)	✓ The services and costs per legal case are insured in accordance with G4	✓ Financial loss 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

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### G1.1 Subject of the insurance

The insurance covers the following privately used items owned by the insureds:

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

The insurance does not cover:

- crypto currencies and crypto wallets or any related transactions.
- 

### G1.2 Insured events

- illegal acquisition of the insured property and data by third parties (such as 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 and credit card data including the issuance of warnings if these are affected by a data leak (for example, a 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 (verification of the sender and the URL in the e-mail, for example);
- enforcement of claims against third parties (such as 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 deletion or modification of data on the internet;
- review of claim and assistance with the enforcement of claims against third parties and, where necessary, filing of a criminal complaint;
- 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 cover the loss incurred (including the costs to replace credit cards, bank and payment cards, and identity documents) within the sum insured specified in the policy.

The coverage applies as a supplement (on a subsidiary basis) for the portion of the loss for which insureds are liable to the providers (credit card issuers, for example) in accordance with their general terms and conditions (see J3 with respect to duty of care).

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### G1.4 Obligations

The insureds are required to use the basic precautions and practices that are necessary in light of the specific circumstances and reasonable for them to take given

their personal circumstances. In the event of any unauthorized purchase or in the event of any suspicion of misuse of insured property and data, the provider concerned (credit card issuer, for example) must moreover be notified immediately, and an immediate block must be arranged. In the event of a breach of these obligations, AXA is entitled to reduce its benefit in proportion to the severity of the fault on the part of the insureds.

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### G1.5 Territorial scope

The insurance is valid worldwide.

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### G1.6 Exclusions

The insurance does not cover:

- loss caused by persons who live in shared accommodation with the insured;
  - loss as a result of the payment of extortion money or due to freely made payments (for example, in romance scams, grandparent scams, etc.);
  - costs of subscriptions/season tickets and membership fees;
  - costs of loss incurred during use for business purposes.
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## G2 Cyberbullying and copyrights

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### G2.1 Insured events

- **Violations of personal rights:** A violation of the personal rights of an insured through insult, slander or defamation. It must be discernible to third parties that the violation of personal rights was committed by means of electronic media (through cyberbullying, cyber grooming, for example). If agreed in the policy, violations of personal rights when insureds are carrying out their main or secondary gainful occupation are included in the insurance;
  - **Copyright infringements:** An infringement of copyrights in connection with the internet;
  - **Sharing of 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, including the delivery of warning messages in the event of content that is defamatory and in violation of the personal rights of the insureds (insults, abuse, bullying, for example);
- request to third parties that they cease any further violations of personal rights and delete the entries concerned;
- request to platform or website operators that they delete entries that violate personal rights;
- assistance and information on hazards 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 legal claims;
- request, under the threat of legal consequences, to refrain from attacks that violate personal rights;
- filing a criminal complaint;

- enforcement of claims for removal, injunctive relief or damages against the attacker and website operator in cases that constitute violations of personal rights;
- 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.

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**G2.3 Territorial scope**  
The insurance is valid worldwide.

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**G2.4 Exclusions**  
The insurance does not cover:

**Violations of personal rights:**

- as a consequence of provocation by the insured. This applies even in the event that the provocation was a response by the insured to an earlier provocation from the person attacking;
- in connection with a political or religious activity of the insured.

**Sharing of 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.

**Main or secondary gainful occupations:**

claims in connection with the main or secondary gainful occupation of the insured unless this is expressly indicated in the policy (public figure).

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## G3 Online shopping

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**G3.1 Subject of the insurance**

- 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 (such as films, e-books and software programs).

The insurance does not cover:

- monetary assets as defined in D6;
- crypto currencies and crypto wallets;
- virtual items (such as items 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.

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**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 (shading in the case of leather; color and structure in the case of wood products, for example).

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**G3.3 Insured benefits**  
**Prevention and reaction**

- monitoring of websites including delivery of warnings when surfing the internet (browser extension) as well as manual queries of URL addresses;
- enforcement of claims against third parties (such as 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 hazards 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 claims against sellers, buyers and suppliers, as well as against platform operators.

**Financial payments**

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

- reimbursement of the proportionate or full purchase price including 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 applies provided that the seller approves the return shipment and agrees to a replacement delivery or reimbursement of the purchase price.

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**G3.4 Obligations**

The insureds are required to use the basic precautions and practices that are necessary in light of the specific circumstances and reasonable for them to take given their personal circumstances. 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, this must be reported to the seller, the supplier or the platform operator immediately. In the event of a breach of these obligations, AXA is entitled to reduce its benefit in proportion to the severity of the fault on the part of the insureds.

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**G3.5 Territorial scope**  
The insurance is valid worldwide.

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**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 (for hotels, flights, for example).

## 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 whose fee agreement was approved by AXA-ARAG;
- 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 costs of first-instance rulings;
- Indemnification of the legal expenses of an opposing party that are 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 a bankruptcy notice;
- Bail to avoid pretrial detention. These payments are provided as an advance to insureds and must be repaid by them;
- Arbitration costs or mediator fees that are charged to insureds arising from proceedings approved by AXA-ARAG.

#### Additional 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 questioning by authorities, provided that this loss can be documented;
- Necessary travel expenses of up to CHF 5,000 for trips to court proceedings abroad.

#### Costs not insured

- Fines, contractual penalties and other payments of a punitive nature;
- Damages and compensation for pain and suffering;
- 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 for 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 will 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 need for legal protection occurred during the term of the contract applicable to 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 wishes to claim benefits;
- The insured must obtain approval from AXA-ARAG before initiating any legal proceeding for which they request coverage or before they retain a legal representative.

#### G4.2.3 Handling 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 be taken and determine whether initiating proceedings is appropriate.

##### Retaining a lawyer

AXA-ARAG will decide whether or not it is necessary to consult a lawyer.

- AXA-ARAG will recommend a suitable lawyer to the insured;
- The insured retains the lawyer and grants them power of attorney. The insured releases the lawyer from attorney-client privilege in relation to AXA-ARAG. Moreover, the insured requires the lawyer to keep AXA-ARAG informed about developments in the case and to provide AXA-ARAG with the information and documents necessary for it to make its decisions.

##### Insured chooses lawyer

The insured is entitled to appoint a lawyer of his or her choice with the approval of AXA-ARAG 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 the legal representative to be consulted, AXA-ARAG will select 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.

##### Cost approval

AXA-ARAG may limit the period of its cost approval for benefits in accordance with G4.1, impose conditions or include restrictions, or limit approval to a particular stage of proceedings or a specific amount. Notification

by the insured to the lawyer that approval has been given does not constitute a request for assumption of debt.

#### **Settlements**

AXA-ARAG covers obligations arising from a settlement at its expense only if it has agreed to the settlement.

#### **Legal expenses of the opposing party**

Compensation for non-court costs and opposing party expenses awarded to the insured by a court or on an out-of-court basis must be assigned to AXA-ARAG up to the amount of the payments made by it.

#### **Futility (lack of any chance of success)**

If AXA-ARAG refuses to indemnify because it considers a measure to be futile, it must immediately provide the reason for its suggested solution in writing and, in the event of a difference of opinion, inform the insured of the possibility of proceedings. In this case, the insured is responsible for observing the deadlines for any appeals, forfeiture and limitation periods.

#### **Procedure in the event of differences of opinion**

If there are differences of opinion 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 is deemed to have been accepted. At the request of the insured, or if it proves impossible to reach an agreement on an expert, the judge, instead of an expert, must make the decision by means of summary proceedings at the Swiss registered office or domicile of one of the parties.

#### **Measures at the insured'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**

Outside of Europe, AXA-ARAG may indemnify through an external claims adjuster or limit its payment to reasonable costs. AXA-ARAG accepts no liability of any kind for the selection and engagement of a lawyer or an interpreter or for any delayed information or late payments.

#### **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 has the right to exempt itself from its obligation to indemnify by compensating the material interests of the dispute.

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### **G4.3 General legal protection insurance exclusions**

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 the safeguarding of legal interests against other AXA Group companies;
- 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 the legal interests of the policyholder against other insureds under this contract.

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### **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 provides benefits only for measures that have been organized or ordered by AXA. A maximum of two claims per insurance year are insured up to the agreed sum insured.

#### **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 secure access to the insured devices (such as through password protection, facial recognition);
- implementing software updates from the relevant manufacturers;
- installing and updating anti-virus programs.

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

#### **Territorial scope**

The insurance is valid worldwide.

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### **G5.1 Data recovery and virus removal** **G5.1.1 Subject of the insurance**

The insurance covers the following privately used electronic devices owned by 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 (such as 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 tools;
- 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;
- technical defects;
- cyber events (malware, hacker attacks, computer viruses, etc.).

**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 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;
- payment of extortion money for the release of data.

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**G5.2 IT assistance**

**G5.2.1 Subject of the insurance**

The insurance covers the following privately used electronic devices owned by 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 tools;
- vehicles of any kind, including their storage systems and onboard computers;
- smart phones, cell 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 services are provided, 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 (such as printers or loudspeakers).

**G5.2.3 Insured benefits**

- costs for the diagnosis of IT problems;
- costs for troubleshooting, including test runs;
- 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 (such as smart home systems);
- installation and configuration of insured property including software and operating systems;
- costs for damage to electronic devices, technical systems, network systems or data carriers themselves;
- fixing software errors;
- individual software solutions (such as add-ons to Office products) are not supported.



# Part H

## Supplementary Insurance and Services

### H1 Gross negligence

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AXA waives its right to reduce benefits due to gross negligence in accordance with the Federal Act on Insurance Contracts (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 J4.1).

If the scope of the policy covers driving a motor vehicle with the inclusion of the supplementary coverage options 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 otherwise unfit condition, or by committing a serious speeding offense (as defined by Art. 65 (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 services relating to the loss or damage and insured in the policy apply in each case.

### H2 Loss of keys and locksmith service

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

These include keys to apartments, houses, properties, safes and vehicles of any kind. Badges, magnetic cards and apps with a corresponding key function are also deemed to be keys.

##### 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, provided that the relevant location is covered by AXA household contents insurance. The actual costs incurred to change or replace keys and locks apply.
- repair of the locking system, provided that the relevant location is covered by an AXA household contents insurance.

A maximum of CHF 10,000 per claim will be paid for all benefits combined.

##### 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;
- replacement and repair costs for mobile devices (tablets, smart phones, smart watches, etc.);
- company keys and locking systems of the company owner or employer;

- keys that the insured acquired from a company owned by them or in which they own shares and hold a senior position;
- keys entrusted to third parties (such as home services) in order to complete jobs in apartments and houses of insureds.

#### H2.2 Entrusted (third party) keys

These include, but are not limited to, keys to rental apartments, rented vacation apartments, safes including bank safes, mailboxes, keys acquired from an employer and keys to association premises. Badges, magnetic cards and apps with a corresponding key function are also deemed to be keys.

##### H2.2.1 Insured liability claims

The insurance covers statutory liability arising if an insured loses or damages an entrusted key, or if it is stolen from them.

##### 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 insureds lock themselves out by accident.

##### H2.2.3 The insurance does not cover

- costs relating to locks or locking systems of vehicles;
- replacement and repair costs for mobile devices (tablets, smart phones, smart watches, etc.);
- keys that the insured acquired from a company owned by them or in which they own shares and hold a senior position;
- keys entrusted to third parties (such as tradespersons) 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 Emergency home services

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#### 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 tradesperson and for the measures it deems necessary. The insurance provides benefits only for 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 (such as from bathtubs or shower trays, washbasins or sinks, toilets, or floor drains) are

blocked, and the problem cannot be rectified without expert assistance.

There is no coverage:

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

There is no coverage:

- for the replacement of defective seals and calcified components, or of plumbing fixtures and boilers;
- for the costs of maintenance and service 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.

There is no coverage:

- for the rectification of defects in electrical and electronic equipment 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 service work required at periodic intervals.

### Heating system

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

- radiators cannot be operated due to thermostatic valve defects;
- 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 that cannot be remedied by a heating installation company, AXA covers the cost of loaned heating equipment, but not the costs of the repair.

There is no coverage:

- 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 service 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 (the protection of endangered species, for example).

### Pest infestation

AXA covers the cost of professional removal of the pest species contained in the following exhaustive list:

- 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.

There is no coverage:

- 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 (such as installing grating).

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### H3.3 Territorial scope

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

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## H4 Bicycle and e-bike assistance

### H4.1 Insured vehicles

The following vehicles are insured, provided they are driven 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.

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### 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;
- a theft or attempted theft;
- malicious damage by third parties, which makes it impossible to continue the journey.

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### H4.3 Insured benefits

The insurance provides benefits only for measures that have been organized or ordered by AXA. A maximum of two claims per insurance year are covered up to the agreed sum insured:

#### 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 pays either for transport of the insured vehicle to the nearest suitable repair shop or for return transport of the vehicle to the place of permanent residence 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.

If, due to circumstances, AXA cannot be reached and the insured must therefore arrange for roadside assistance and towing on their own, the corresponding costs are covered up to a maximum of CHF 250 per event.

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**Transportation and additional transportation costs**

AXA pays the additional transportation costs for the direct return to the permanent residence 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 not possible 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.

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**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.

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**H4.5 Exclusions**

The insurance does not cover:

- maintenance and service costs;
- repair costs;
- costs in connection with the insured event (such as a police report);
- replacement of the insured vehicle in the event of theft;
- loss or damage in connection with intentionally committed or attempted felonies;
- loss or damage in connection with the infringement of legal regulations;
- loss or damage resulting from failure to follow manufacturers' instructions;
- loss or damage arising from participation in races, rallies and similar driving events, as well as training or other driving on race tracks and official training circuits;
- loss or damage which is incurred when taking part in other types of cycling, such as BMX, track cycling, trick cycling, dirt jumping or similar;
- claims related to faulty maintenance.



# Part I Claims

## I1 General

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In the event of a claim, the eligible claimant must immediately notify AXA or service providers authorized and designated by it. In the event 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 Possible ways of reporting claims to AXA

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- by telephone;
- online via the myAXA app or by means of the claim form at [AXA.ch/report-claim](https://www.axa.ch/report-claim);
- in writing.

AXA is entitled to request a written notice of claim in addition.

## I3 Obligations in the event of a claim

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### I3.1 Personal liability

AXA will negotiate with the injured party on its own behalf 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 is binding on the insured.

### I3.2 Household contents insurance, Cyber Plus insurance, supplementary insurance 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 salvage of the insured property and must also ensure that the loss is mitigated. He or she must also follow any 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 not remove or 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: Items that cannot be returned or repaired must be made available to AXA at its 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 jointly appointed expert, or through a loss adjustment procedure.

## I4 Loss adjustment procedure for household contents insurance

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Each party must appoint one expert in writing. These two experts then elect an umpire using the same procedure prior to commencing the assessment of loss or damage. If one party fails to appoint their expert within 14 days after having been requested 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 will rest with the competent judge, who will then appoint the expert or umpire if the objection is substantiated.

The experts determine the cause, detailed circumstances and amount of the loss or damage. They must determine the new 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 assessments, the umpire decides on the remaining points in dispute within the upper and lower limits of both assessments.

The assessments made by the experts within the scope of their competence are 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

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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 (of the person liable) 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 limited to the sums insured for each insured event specified in the policy. The total of all claims arising from the same cause is deemed to constitute one claim pursuant to a single event, irrespective of the number of injured parties.

The deductible applies 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 will be subtracted 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 insurance and services

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Compensation is calculated on the basis of the amount required to purchase a new item of a similar kind at the time of the claim, less the residual value. In the event of partial damage, repair costs are reimbursed but only up to the value of purchasing a new 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 refurbished items in like new condition.

#### 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 payments, section J2.4), the highest deductible will be subtracted. The deductible will be subtracted from the calculated loss.

#### J2.2 Costs

##### Costs of removal

Compensation is based on the actual costs of removing the remains of the 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 and on the loss of income from a sublease. Any costs that can be saved and costs that are ongoing in any event (such as rent and mortgage interest) are 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 pursuant to the agreed basic coverage (BASIC or COMFORT) apply at the location;
- in the case of different basic coverage for each location (BASIC or COMFORT), the indemnity limits of the basic coverage pursuant to COMFORT apply away from home.

#### J2.4 Payments from several coverage modules

If, in the event of a claim, payments in accordance with the policy or the General Insurance Conditions accrue as a result of several sources of coverage, these will be cumulated up to a maximum of the calculated loss or damage. This cumulation also applies for payments made 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 coverage plans
- supplementary insurance
- household contents all-round protection coverage

### **J3 Cyber Plus**

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Services will be provided, in sequence, in the areas of prevention, reaction, legal protection and financial payments. 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 is subtracted from the calculated loss and applies per event.

### **J4 Reduction of compensation**

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#### **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 the 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 D2I apply.

#### **J4.3 In the event of natural hazards**

In the case of property damage due to events caused by natural hazards that are subject to statutory insurance against damage by natural hazards pursuant to the Ordinance on the Oversight of Private Insurance Companies (IOO), the relevant statutory provisions apply.

In the case of damage not subject to statutory insurance against damage by natural hazards, the provisions of these General Insurance Conditions (GIC) apply.

### **J5 Due date for compensation**

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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 obligation to pay will be deferred for as long as the compensation cannot be determined or paid due to fault on the part of the policyholder or eligible claimant. In particular, it will not become due for payment 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 Statute of limitations**

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Claims arising under the insurance contract become time-barred five years following the occurrence of the circumstances on which the obligation to indemnify is based.

## Part K Definitions

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

Term	Description
<b>Aircraft</b>	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.
<b>Car sharing</b>	Car sharing means the shared use of vehicles by multiple users in return for payment. Vehicles are offered and rented on electronic platforms in return for payment.
<b>Collision</b>	A collision is damage caused by 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.
<b>Complementary damage in the case of glass</b>	Damage is complementary if only part of a 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.)
<b>Confirmation of registration (confirmation of receipt of documents)</b>	A confirmation of registration (confirmation of receipt of documents) confirms that a person has properly registered in a municipality.
<b>Consequential damage</b>	This is understood to mean damage that arises as an unavoidable consequence of an insured event, such as damage caused by water used to extinguish a fire, for example.
<b>Entrusted property</b>	Items that are transferred to the policyholder or an insured for storage or use.
<b>Gross income earned</b>	Gross income earned is defined as the revenue earned from a self-employed professional activity without the deduction of any costs.
<b>Gross negligence</b>	Anyone who breaches an elementary duty to exercise caution (such as anyone who leaves a candle burning on a Christmas tree and goes shopping) commits gross negligence.
<b>Guest effects</b>	Personal belongings of a guest (such as dresses, coats, sporting goods and the like).
<b>Insurance year</b>	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 April 1. The insurance year thus runs from April 1 to March 31.)
<b>Loss mitigation costs</b>	Expenses that must be incurred/measures that must be taken by the policyholder in order to mitigate the consequences of an insured event.
<b>Misappropriation</b>	A person intentionally appropriates movable property belonging to a third party that was entrusted to them in order to unlawfully enrich themselves by so doing.
<b>Motor vehicle industry</b>	Businesses that belong to the motor vehicle industry are ones that repair, maintain, buy and sell motor vehicles, for example garages and body shops. Other businesses such as those that manufacture, restore and store motor vehicles also belong to the motor vehicle industry.
<b>Movable structures</b>	Movable structures are buildings without foundations that were not built as permanent installations, such as garden sheds or tool sheds.
<b>Pets</b>	Pets are animals like dogs, cats, rabbits, goats, sheep or snakes that are not kept for commercial purposes.

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<b>Present value</b>	The value of an item (a bicycle, for example) at the time of the loss or damage, taking into account its age, its use, and the wear and tear.
<b>Professional tools</b>	Professional tools comprise movable items that are the property of an insured or that are rented or leased by an insured and used primarily for professional purposes (laptop, tablet, tools, work clothes, for example). Professional tools also include movable property entrusted by the employer that are used privately.
<b>Professional tools do not include:</b>	<ul style="list-style-type: none"><li>• merchandise</li><li>• semi-finished and finished products</li><li>• permanently installed equipment and installations for business use</li></ul>
<b>Work of art</b>	A work of art is the product of creative artistic activity.

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