



General Insurance Conditions (GIC)

# Property Insurance Businesses

Version 06.2024

# Contents

---

Key Points at a Glance	4
------------------------	---

## Part A Underlying Provisions of the Insurance Contract

---

A1	Scope of the contract	6
A2	Territorial scope	6
A3	Term of the contract	6
A4	Termination of the contract	6
A5	Premiums	6
A6	Deductible	6
A7	Adjustment to the contract by AXA	7
A8	Duty of care and other obligations	7
A9	Duty to provide information	7
A10	Increase or decrease in risk	7
A11	Change of ownership	8
A12	Multiple insurance coverage	8
A13	Principality of Liechtenstein	8
A14	Applicable law and place of jurisdiction	8
A15	Sanctions	8

## Part B Subject of the Insurance

---

B1	Property	9
B2	Special items and costs	10
B3	Monetary assets	11
B4	Business interruption	11

## Part C Insured Risks and Losses

---

C1	Fire (including events caused by natural hazards)	14
C2	Earthquakes	14
C3	Burglary and robbery	15
C4	Water	16
C5	Glass breakage	17
C6	Other risks (extended coverage)	17
C7	Cooling system failure	19

## Part D General Exclusions

---

D1	General exclusions	20
----	--------------------	----

## Part E Territorial Scope

---

E1	Insured location	21
E2	In transit (off-premises coverage)	21

## **Part F** **Indemnity**

<b>F1</b>	<b>General</b>	<b>22</b>
<b>F2</b>	<b>Property</b>	<b>22</b>
<b>F3</b>	<b>Special items and costs</b>	<b>22</b>
<b>F4</b>	<b>Monetary assets</b>	<b>23</b>
<b>F5</b>	<b>Business interruption</b>	<b>23</b>
<b>F6</b>	<b>Underinsurance</b>	<b>23</b>
<b>F7</b>	<b>Indemnity limits for events caused by natural hazards</b>	<b>23</b>
<b>F8</b>	<b>Payment of indemnity</b>	<b>24</b>
<b>F9</b>	<b>Protection of the lienor</b>	<b>24</b>
<b>F10</b>	<b>Statute of limitations and forfeiture</b>	<b>24</b>

## **Part G** **Claims**

<b>G1</b>	<b>Obligations</b>	<b>25</b>
<b>G2</b>	<b>Loss assessment</b>	<b>25</b>
<b>G3</b>	<b>Loss adjustment procedure</b>	<b>25</b>
<b>G4</b>	<b>Crisis communication (PR costs)</b>	<b>26</b>

# Key Points at a Glance

This overview provides you with information about the key content of the insurance contract in accordance with Art. 3 of the Federal Act on Insurance Contracts (ICA). The rights and obligations of the contracting parties arise on conclusion of the insurance contract, in particular on the basis of the application, the policy, the insurance conditions and the statutory provisions.

The precise scope of coverage is specified in the policy and these GIC.

## Who is the insurance carrier?

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

## What is insured?

The insurance covers all movable property used for business operations, such as goods, equipment, tools and machinery. The insurance also covers certain costs that arise in connection with a claim such as the costs of removal, the costs of installing emergency glass and doors, and of restoring business documents.

The following can also be insured: loss of earnings and additional costs due to a business interruption as a result of insured damage to the movable property or business premises.

This is an indemnity insurance pursuant to the Insurance Contract Act (ICA).

## What risks and losses can be insured?

The following can be insured:

- fire damage (including events caused by natural hazards)
- earthquake
- burglary and robbery
- water damage
- glass breakage
- other risks (extended coverage)
- cooling system failure

## What is not covered?

The insurance does not cover, for example:

- Property and costs that are or must be insured with a cantonal insurance institution
- Loss or damage as a result of warlike events
- Loss or damage as a result of water from reservoirs and man-made water systems
- Claims arising from loss in connection with virtual currencies (e.g. Bitcoin)
- Loss or damage caused by nuclear reaction, radioactive radiation or radioactive contamination, in particular as a result of an incident at a nuclear power plant

## What indemnity does AXA provide?

In connection with an insured event, AXA provides indemnity for insured property and monetary assets that are destroyed, damaged or missing as well as for insured costs, insured loss of earnings and additional costs.

The indemnity is limited to the sum insured specified in the application and the policy for each group or coverage module.

Any applicable deductible and any indemnity limits are specified in the application and the policy. The indemnity limits of the statutory insurance for damage caused by natural hazards also apply.

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

The premium as well as its due date are set out in the application and/or the policy.

## What are the policyholder's main obligations?

The policyholder must:

- pay the premiums on time
- notify AXA of any claims without delay
- inform AXA about any increases or decreases in risk during the term of the contract
- notify AXA of any changes to the information contained in the application or the policy
- protect and save insured property, in particular, lock vaults, strongrooms and safes, and store the keys and codes in a safe place
- maintain pipes and apparatuses connected to them and prevent them from freezing
- implement measures to ensure that licenses, programs and data are immediately available for normal use following a loss event
- inform the police immediately in the event of theft or robbery

## When does the notice of claim need to be filed?

If an insured event occurs, the policyholder or the eligible claimant must notify AXA immediately.

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

If the term of the contract is longer than three years, the parties may terminate it at the end of the third year or end of any subsequent year by giving notice in writing or in another form of text (e-mail, for example).

The insurance covers events that occur during the term of the contract.

## How to exercise the right of withdrawal?

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

In the event of withdrawal, any indemnity already received must be paid back.

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

The applicant is bound by the application to conclude an insurance contract within two weeks of submitting or sending the application.

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

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

### **What 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

The policy specifies what insurance has been taken out. The policy, these General Insurance Conditions (GIC) and any Special Insurance Conditions (SIC) provide information about the scope of coverage. The insurance covers events that occur during the term of the contract. The term of the contract is specified in the policy.

#### A2 Territorial scope

Part E applies.

#### A3 Term of the contract

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

AXA may reject the application. Any provisional insurance cover that may be in place ends three days after notification of such rejection is received by the applicant. In this event, the applicant shall owe the pro rata premium for the period of coverage.

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

#### A4 Termination of the contract

##### A4.1 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 end of any subsequent year by giving notice in writing or in another form of text (e-mail, for example).

##### A4.2 Termination in the event of a claim

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

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

##### A4.3 Termination of “Civil unrest and malicious damage” insurance

The insurance for “Civil unrest and malicious damage” may be terminated by either contracting party at any time in writing or in another form of text (e-mail, for example). Insurance coverage ends 14 days following receipt of the notice of termination.

##### A4.4 Termination of “Earthquake” insurance

“Earthquake” insurance may be terminated by either contracting party in writing or in another form of text (e-mail, for example) as of the end of any insurance year, subject to compliance with a period of notice of one month.

##### A4.5 Termination in the event of a change of ownership

A11.3 applies.

##### A4.6 Termination in the event of an increase or decrease in risk

A10 applies.

##### A4.7 Termination in the event of multiple insurance coverage

A12.2 applies.

##### A4.8 Termination in the event of adjustments to the contract by AXA

A7.2 applies.

#### A5 Premiums

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

#### A6 Deductible

The deductibles specified in the policy apply. These are subtracted from the calculated loss or, in the case of statutory insurance for damage caused by natural hazards, from the indemnity.

Unless otherwise agreed, the deductible is applied only once per event.

Exceptions:

- for damage caused by natural hazards pursuant to C1.1.2, once each for chattels and buildings
- for damage resulting from earthquakes and volcanic eruptions pursuant to C2, once each for chattels, buildings and business interruption

---

## **A7 Adjustment to the contract by AXA**

---

### **A7.1 Notification by AXA**

AXA may adjust the contract with effect from the following insurance year if there are changes to one or more of the following items:

- premiums
- deductibles
- indemnity limits for coverage of events caused by natural hazards pursuant to F7

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.

---

### **A7.2 Termination by the policyholder**

In the event of an adjustment to the contract by AXA in accordance with A7.1, the policyholder has the right to terminate the part of the contract affected by the change, or the entire contract, at the end of the current insurance year. At the end of the insurance year, those parts of the contract specified for termination by the policyholder will then expire. Notice of termination must be received by AXA no later than on the last day of the current insurance year.

---

### **A7.3 Consent to adjustment to the contract**

Any adjustment to the contract is deemed to have been accepted unless the policyholder gives notice of termination.

---

## **A8 Duty of care and other obligations**

---

**A8.1** Policyholders and eligible claimants are subject to a duty of care. In particular, they must take any measures required by the circumstances in order to protect the insured property and monetary assets against the insured risks.

---

### **A8.2 Pipes as well as equipment and apparatuses connected to them**

For the purposes of water insurance, policyholders and eligible claimants must, at their own expense, maintain pipes and equipment and apparatuses connected to them, clear any pipe blockages, and take the necessary steps to prevent liquids in pipes from freezing. Even if premises are unused, the heating system must be kept in operation and be properly monitored; otherwise, the pipes and all connecting equipment and apparatuses must be drained.

---

### **A8.3 Digital media**

Policyholders and eligible claimants must take measures to ensure that licenses, programs and data are immediately available for normal use again after a loss event. Data backups, programs and licenses must be stored in such a way that they cannot be damaged, destroyed or lost together with the originals.

Data and programs created by policyholders themselves must be backed up at least once a week. This obligation does not apply for operating systems and other programs. At least one weekly backup of data must be stored separately from the network of the policyholder.

---

### **A8.4 Breach of duty of care**

If any duty of care, safety regulations or other obligations are culpably violated, the indemnity may be reduced to the extent that the violation affected the occurrence or extent of the loss or damage.

---

### **A8.5 Duty of care and other obligations in the event of a claim**

G1 applies.

---

## **A9 Duty to provide information**

---

### **A9.1 Communication with AXA**

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

---

### **A9.2 Increase or decrease in risk**

A10.1 applies.

---

### **A9.3 Public-law orders**

F3.2 applies.

---

### **A9.4 Adjustment to the contract by AXA**

A7 applies.

---

### **A9.5 Change of ownership**

A11 applies.

---

### **A9.6 Multiple insurance coverage**

A12 applies.

---

### **A9.7 Termination of the contract**

A4 applies.

---

## **A10 Increase or decrease in risk**

---

### **A10.1 Change in material in circumstances and duty to notify**

The policyholder must immediately notify AXA of any change in a fact that is significant for the assessment of the risk, in particular:

- any relevant change in the business activity of the insured business
- discontinuation of business activity
- foundation or acquisition of subsidiaries
- opening or closing of locations
- elimination of business units

In the event of a culpable failure to provide notice, indemnity may be reduced to the extent that the failure affected the occurrence or extent of the loss or damage.

---

### **A10.2 Increase in risk**

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

The period of notice of termination is 14 days, calculated from the date of receipt of the notification or the communication. The contract expires 30 days following receipt of the notice of termination by the other party. In any case, AXA may collect the additional premium from the date of the increase in risk until the end of the contract.

---

---

**A10.3 Decrease in risk**

In the event of a significant decrease in risk, the policyholder is entitled to terminate the contract in writing or in another form of text (e-mail, for example) subject to compliance with a period of notice of four weeks, or may request a reduction in premium. The reduction in premium becomes effective on the date on which AXA receives the notification.

If AXA refuses to give a reduction in premium or if the policyholder does not agree with the reduction offered, the policyholder may terminate the contract in writing or in another form of text (e-mail, for example) within four weeks of receipt of AXA's response. The period of notice is four weeks.

---

**A11 Change of ownership****A11.1 Rights and obligations**

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

---

**A11.2 Rejection**

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

---

**A11.3 Termination**

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

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

---

**A12 Multiple insurance coverage****A12.1 Duty to notify**

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

---

**A12.2 Termination**

AXA may terminate the insurance within 14 days of notification of multiple insurance coverage. The contract expires four weeks following receipt by the policyholder of the notice of termination.

If the policyholder has taken out multiple insurance coverage by mistake, the policyholder can terminate the later concluded contract. This must occur within four weeks of discovering the multiple insurance coverage. Termination must be delivered to AXA in writing or in an-

other form of text (e-mail, for example). The contract ends when notice of termination is received by AXA.

---

**A13 Principality of Liechtenstein**

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

---

**A14 Applicable law and place of jurisdiction****A14.1 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).

---

**A14.2 Place of jurisdiction**

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

---

**A15 Sanctions**

AXA shall not be deemed to provide cover and AXA shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose AXA to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom, United States of America or Switzerland.



## Part B

# Subject of the Insurance

### B1 Property

---

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

---

**B1.1 Goods/equipment (chattels)**

This includes the following movable property owned by the policyholder:

**B1.1.1 Goods**

Goods manufactured by the policyholder himself and purchased goods such as raw materials, factory supplies, semi-finished and finished goods, and spare parts.

**B1.1.2 Equipment**

- operating, storage and office equipment, tools and the like
- business motor vehicles and trailers, both without license plates; bicycles and mopeds (including e-bikes, which are considered to be the same as bicycles or mopeds)
- machines together with their bases, installations required for their operation, and the like, located inside the building
- building equipment located inside the building, provided that it is not or does not have to be insured together with the building
- movable structures

**B1.1.3** The insurance also covers:

- leased or rented property or goods belonging to third parties held on consignment, to the extent and provided that the policyholder is liable for same
- property belonging to persons who live in the same household as the policyholder

**B1.1.4** The following apply for the distinction between buildings and movable property:

- in cantons without cantonal building insurance, AXA's standards for building insurance
- in cantons with cantonal building insurance and in the Principality of Liechtenstein, the respective statutory provisions

**B1.1.5** Animals are considered to be the same as insured property.

---

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

---

**B1.2 Vehicles**

- motor vehicles and trailers (except for business motor vehicles and trailers, both without license plates, and mopeds, including e-bikes, which are considered to be the same as bicycles or mopeds)
- travel trailers and mobile homes
- boats
- railway vehicles and aircraft

**B1.3 Effects of overnight guests**

Effects of overnight guests.

---

**B1.4 Immovable operating equipment outdoors**

Immovable operating equipment outside of the buildings used by the insured business, such as technical systems, machines, apparatuses, devices, tanks above or below ground, collection receptacles, installations and pipes or cables installed for operational reasons, including their bases.

The insurance covers:

- property owned by the policyholder
- leased or rented property, to the extent and provided that the policyholder is liable for same

The insurance does not cover:

- buildings or parts of buildings
- excavation pits, waste disposal sites, mines, ducts, docks, piers, jetties, footbridges, harbor basins and walls, dams, roads, tunnels, bridges, passages, galleries, overpasses and underpasses, structural elements of dams, weirs and water catchment systems, structural elements of reservoirs, equalization, retention, rain-water and aeration basins, filter beds, swimming pools, pressure tunnels, pipelines, canals, shafts, structures to protect against avalanches and rockfall, noise control structures, structures erected on slopes, waterway banks and streams, and the like
- rail track systems, including their beds
- fountains, immobile sculptures, statues and monuments
- earth tubes, geothermal probes
- local electricity grids
- outside the insured business's premises: aboveground and underground pipes/line networks (including related physical structures, masts) for electricity, gas, oil, steam, heating, cooling, air, pressure, vacuum, fresh-water, wastewater, liquids, solids and for the transmission of data, light waves, signals, sound and images
- railways, ski lifts, greenhouses and cold frames, against damage caused by natural hazards
- damage sustained by protective installations while serving their normal purpose

---

**B1.5 Property pursuant to C1.2 against damage caused by natural hazards**

Property pursuant to C1.2 against damage caused by natural hazards.

---

**Under B1, the insurance does not cover:**

---

**B1.6** Special items and costs pursuant to B2.**B1.7** Monetary assets pursuant to B3.**B1.8** Electronic data. These are not considered to be property within the scope of coverage under the policy, these GIC and any SIC.

## B2 Special items and costs

### If specified in the policy, the insurance covers:

#### B2.1 Costs

##### B2.1.1 Costs of removal and disposal

- the costs of cleaning up the remains of insured property and taking them to the nearest suitable disposal site, as well as
- the costs of storing, disposing of and destroying such property
- the costs of toxicology analyses in the case of hazardous waste

The costs of removal and disposal do not include expenses for the disposal of air, water and soil (including fauna and flora), even if mixed with or covered by insured property.

##### B2.1.2 Costs of decontaminating soil and fire extinguishing water

Costs that the policyholder must incur due to public law orders in connection with contamination in order to:

- test and, if necessary, decontaminate or replace the soil (including fauna and flora) on the land on which the property damage occurred
- test and, if necessary, decontaminate and remove fire extinguishing water on the land on which the property damage occurred
- transport the contaminated soil or fire extinguishing water to the nearest suitable disposal site, and to store or destroy it there
- subsequently restore the land to the condition it was in prior to the occurrence of the loss event

Costs in accordance with B2.1.2 are not considered to be removal and disposal costs within the meaning of B2.1.1. Indemnity is paid only if full or partial compensation cannot be claimed from another insurer. There is no coverage for partition and recourse claims.

##### B2.1.3 Costs of accessing pipes

Costs of accessing leaking liquid and gas pipes installed for operational reasons, and of walling up or covering them again after they have been repaired or replaced. The insurance also covers costs incurred in connection with:

- searching for the leak, provided that this is necessary to locate the leak and thus reduce the costs of accessing pipes, as well as the repairing the area around the leak
- the loss of water or gas resulting from the leak

If the pipes serve multiple businesses, the costs are only covered on a pro rata basis.

The insurance does not cover:

- the costs of accessing earth tubes, geothermal probes, geothermal storage facilities, and the like
- the costs of searching for, accessing and repairing pipes if the measures are ordered by authorities or are carried out for maintenance or remediation purposes
- the costs of maintenance and loss prevention measures
- the costs of accessing pipes if that they are insured together with the building
- the costs of accessing publicly owned pipes and line networks that are used or operated by third parties

##### B2.1.4 Costs of changing locks

Costs of changing or replacing:

- keys, magnetic cards and the like
- locks at the insured locations and on bank safes rented by the policyholder

##### B2.1.5 Provisional security measures

Costs of emergency doors, locks, glass and the like.

##### B2.1.6 Restoration costs

The insurance covers only:

- Costs of restoring the policyholder's own electronic data and programs created by the policyholder using existing backups or data backups. The insurance also covers the corresponding costs of restoring electronic data of third parties that are located on the insured IT infrastructure of the insured business and are managed by this business.
- Costs of re-entering the insured business' own data from physical documents into their IT systems if they cannot be restored through backups or data backups.
- Costs of reinstalling and configuring the insured business' operating systems and user programs, including the costs of reacquiring the corresponding licenses if reacquiring them cannot be avoided.
- Costs of restoring business records, files, directories, microfilms, plans and drawings and the like including material (except for electronic data and programs created by the policyholder themselves).
- Costs of restoring models, samples, molds, templates, designs, stamps, standing type, offset films, printing plates and cylinders, printing blocks, Jacquard cards, accompanying plans, drawings, drafts and the like, including material (except for electronic data and programs created by the policyholder themselves).

The insurance covers costs that are incurred within five years following the occurrence of the loss event.

The insurance also covers the costs of restoring the property of third parties listed here that was entrusted to the policyholder.

##### B2.1.7 Costs of protecting and moving property

Costs that are not compensated by a building insurer and that are incurred as a result of having to move, alter or protect other property for the purpose of restoring, replacing or cleaning up insured property.

This includes, in particular, the costs of dismantling or reassembling machines, of breaking through, demolishing, or reconstructing parts of buildings, or the costs of widening openings. In addition, the insurance covers the costs of moving, altering or protecting insured property for the purpose of repairing buildings or parts thereof that are insured under cantonal building insurance.

Indemnity is paid only if full or partial compensation cannot be claimed from another insurer. There is no coverage for partition and recourse claims.

##### B2.1.8 Subsequent cost increases for equipment and market price fluctuations for goods

Additional costs actually incurred by the policyholder:

- due to price increases between the occurrence of the insured event and the restoration or replacement of equipment
- due to the difference between the market price of goods on the date of the loss or damage and the market price of these goods on the date of replacement

The date of replacement of goods and equipment is deemed to be the first working day following the date of loss or damage. If the policyholder does not arrange for the immediate restoration or replacement, compensa-

tion for the additional costs will be paid only to the extent that they would have been incurred in the event of immediate restoration or replacement.

The insurance does not cover:

- additional costs due to official restrictions on reconstruction or operations
- additional costs due to a lack of capital

---

## **B2.2 Damage to surrounding areas**

Costs incurred by the policyholder for damage outside the buildings used by the insured business, but within the parcel of land on which the building is located, if the damage is proven to have been caused by an insured event.

The insurance covers the costs of restoring the physical structures or permanent installations such as footpaths, stairs, parking areas, retaining walls, rail track systems including their beds, fences, enclosures, fountains, immobile sculptures, statues and monuments, earth tubes and geothermal probes. The insurance also covers the costs of removing mud and debris as well as adding humus and plants on the parcel of land on which the building is located (even if there was no damage to the physical structures).

The insurance does not cover:

- buildings or parts of buildings
- land and soil
- waste disposal sites
- 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 all plants and crops, including products derived from them
- greenhouses and cold frames
- 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)
- damage resulting from work to improve the construction substrate as well as from excavation of the site
- the costs of accessing pipes as defined in B2.1.3
- damage sustained by protective installations while serving their normal purpose

---

## **B2.3 Employees' and visitors' effects**

Employees' and visitors' effects including bicycles, mopeds and e-bikes, which are considered to be the same as bicycles or mopeds.

---

## **B2.4 Third-party property entrusted to the policyholder**

Movable property owned by third parties that is entrusted to the policyholder.

The insurance does not cover:

- leased and rented property, or goods of third parties held on consignment
- motor vehicles and trailers, travel trailers and mobile homes, boats, railway vehicles and aircraft pursuant to B1.2, owned by third parties
- property of overnight guests

---

## **B2.5 Accounts receivable**

Loss of income sustained because invoice copies or documents used for invoicing are destroyed, unusable or lost.

---

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

---

**B2.6** Property pursuant to B1.

---

**B2.7** Monetary assets pursuant to B3.

---

**B2.8** Electronic data. The provisions specified in B2.1.6 (restoration costs) remain reserved.

---

## **B3 Monetary assets**

---

### **If specified in the policy, the insurance covers:**

---

#### **B3.1 Monetary assets**

The following are deemed to be monetary assets:

- cash, securities and savings books
- travelers checks
- coins and medals, precious metals (as reserves, bars or merchandise), unset precious stones and unset pearls
- credit cards and store cards
- transportation tickets, subscriptions, flight tickets, vouchers and lottery tickets, provided that they are not issued in the name of a specific person
- check forms that have been duly completed and signed by authorized persons

Monetary assets owned by the policyholder, as well as monetary assets owned by third parties which are entrusted to the policyholder, are insured. Monetary assets of employees are also insured.

---

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

---

**B3.2** Monetary assets of overnight guests.

---

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

---

**B3.3** Property pursuant to B1.

---

**B3.4** Special items and costs pursuant to B2.

---

**B3.5** Electronic data.

---

## **B4 Business interruption**

---

### **If specified in the policy, the insurance covers:**

---

#### **B4.1 Loss of earnings**

Depending on the agreement, revenue or actuarial gross profit is insured as loss of earnings.

Revenue is deemed to be:

- for trading businesses, the revenue from the sale of traded goods
- for service sector businesses, the revenue from the services provided
- for manufacturing businesses, the revenue from the sale of products manufactured

The actuarial gross profit is deemed to be the revenue less the variable costs. It is determined on the basis of the calculation of actuarial gross profit specified in the policy.

---

**B4.2 Additional costs**

Additional costs actually incurred, i.e. exceptional cost-effective expenditure required due to the circumstances and for operational reasons in order to maintain operations to the expected extent for the duration of the interruption.

The insurance only covers additional costs that, according to these GIC, cannot be included as property pursuant to B1, as special items and costs pursuant to B2, or as monetary assets pursuant to B3.

The following are deemed to be additional costs:

- loss mitigation costs, i.e. costs to mitigate the loss during the indemnity period that are incurred by the eligible claimant in compliance with the obligation to mitigate loss in accordance with G1.3
- special expenses to a maximum of 20% of the sum insured for loss of earnings and additional costs, i.e. costs that do not have a mitigating effect on the loss during the indemnity period or have the mitigating effect only after it ends. These also include penalties due to the late delivery of accepted orders or the impossibility of meeting commitments as a result of the interruption, provided that these penalties are based on a contract and can be proven.

Any costs saved are deducted.

---

**Scope of coverage:**

---

**B4.3** The insurance covers loss of earnings and/or additional costs resulting from a risk specified in the policy that is/are incurred if, temporarily, the insured business cannot be continued, or can only be continued in part, as a result of property damage to chattels (including vehicles), buildings or other works.

This property damage:

- must have occurred in the buildings used by the policyholder or on the premises belonging to them, or
- to owned, rented or leased chattels (including vehicles) that are temporarily located off the business premises (off-premises coverage).

In such cases, the property damage must have been caused by a loss event that is covered in accordance with these insurance conditions. Damage to property caused by natural hazards in accordance with C1.2 is also deemed to be a loss event of this kind.

AXA is liable for the loss or damage during the agreed indemnity period, starting from the occurrence of the loss event.

---

**If specified in the policy, the insurance also covers:**

---

**B4.4 Contingent business interruption loss**

The insurance covers loss of earnings and/or additional costs resulting from a risk specified in the policy that the insured business incurs because a third-party business, which is a direct buyer or supplier or a third-party business separately listed in the policy, is affected by property damage in the buildings it uses or on the associated premises within the applicable territorial scope defined in the policy. Any businesses that are explicitly co-insured businesses under the policy are not considered to be third-party businesses.

In such cases, the property damage must have been caused by a loss event that is covered in accordance with these insurance conditions. Damage to property caused by natural hazards in accordance with C1.2 is also deemed to be a loss event of this kind.

The policyholder must provide proof of an adequate causal connection between the insured property damage in the third-party business and the loss or damage suffered by the insured business.

AXA is liable for the loss or damage during the agreed indemnity period calculated from the date of the occurrence of the loss event in the third-party business, subject to any agreed waiting period. The waiting period is the contractually agreed period between the time of the occurrence of the loss event in the third-party business and the beginning of benefits from AXA. If a contingent business interruption loss occurs exclusively within the waiting period, no compensation is payable. However, AXA provides compensation for the entire contingent business interruption loss if this loss continues beyond the waiting period. The day on which the loss event occurs is not taken into account for the calculation of the waiting period.

Contingent business interruption loss caused by energy suppliers pursuant to B4.5 is not insured.

---

**B4.5 Contingent business interruption loss caused by energy suppliers**

The insurance covers contingent business interruption loss pursuant to B4.4 caused by energy suppliers. Direct suppliers of electricity, oil, gas, water, steam, heat or telecommunications are deemed to be energy suppliers. The property damage as the triggering event must have occurred to buildings or facilities of the energy supplier within the applicable territorial scope defined in the policy. Energy supply lines such as electricity, water and heating lines as well as infrastructure used for communication and data transfer are deemed to be facilities.

AXA is liable for the loss or damage during the agreed indemnity period calculated from the date of the occurrence of the loss event in the third-party business, subject to a waiting period of 24 hours. The waiting period is the contractually agreed period between the time of the occurrence of the loss event in the third-party business and the beginning of benefits from AXA. If a contingent business interruption loss occurs exclusively within the waiting period, no compensation is payable. However, AXA provides compensation for the entire contingent business interruption loss if this loss continues beyond the waiting period. The day on which the loss event occurs is not taken into account for the calculation of the waiting period.

---

**AXA accepts no liability for loss or damage that can be attributed to:**

---

**B4.6** Bodily injury and circumstances that have no adequate causal connection with the property damage.

---

**B4.7** Public law orders, with the following exceptions:

- If the business interruption loss is increased due to public law orders (regarding reconstruction or operating restrictions), the insurance covers up to 20% of the sum insured for loss of earnings and additional costs, to a maximum of CHF 2 million. This applies only if the public law orders are made after the occurrence of the loss based on laws and ordinances that came into effect before the loss occurred.

There is no coverage:

- if public law orders relate to property serving the business that is not affected by property damage pursuant to B4.3 to B4.5

	<ul style="list-style-type: none"> <li>– for loss events that occur outside of Switzerland, the Principality of Liechtenstein and the enclaves of Büsingen and Campione</li> <li>– for additional preventive installations ordered to protect people and property, such as fire detection and sprinkler systems, fire safety doors and seismic safety installations</li> <li>• If, due to public law orders, operations can be resumed only at another location, AXA is liable for any increase in business interruption loss only to the extent that it would have been if operations had been resumed at the original location.</li> </ul>	<b>B4.12</b>	Business interruption and contingent business interruption loss due to civil unrest and malicious damage outside Switzerland, the Principality of Liechtenstein and the enclaves of Büsingen and Campione.
<b>B4.8</b>	Changes to, enlargements of or updates to equipment, installations and buildings that are carried out after the loss event.	<b>B4.13</b>	Business interruption loss as a result of earthquakes and volcanic eruptions outside of Switzerland, the Principality of Liechtenstein and the enclaves of Büsingen and Campione.
<b>B4.9</b>	A lack of capital caused by the property damage or business interruption loss, and the consequences of uninsured property damage or inadequate indemnity amounts, regardless of their cause.	<b>B4.14</b>	Contingent business interruption loss as a result of property damage to tracks, track bed, passages, bridges, tunnels, roads and paths, overpasses and underpasses, sewers and other systems.
<b>B4.10</b>	Premium increases due to adjustments to the contract.	<b>B4.15</b>	Contingent business interruption loss as a result of earthquakes, volcanic eruptions and terrorism in Switzerland and abroad.
	<b>The insurance does not cover:</b>	<b>B4.16</b>	Contingent business interruption loss as a result of unspecified risks and losses pursuant to C6.1.7.
<b>B4.11</b>	Business interruption and contingent business interruption loss due to natural hazards outside Switzerland, the Principality of Liechtenstein and the enclaves of Büsingen and Campione.	<b>B4.17</b>	Neutral income, such as income from securities and real estate, licenses.
		<b>B4.18</b>	Services of public firefighters, the police, or other parties whose duty it is to provide assistance.
		<b>B4.19</b>	Costs of proving loss or damage.

## Part C

### Insured Risks and Losses

#### C1 Fire (including events caused by natural hazards)

---

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

---

**C1.1 Fire**

This includes:

**C1.1.1 Fire damage**

Loss or damage caused by:

- fire
- smoke (sudden and accidental impact)
- lightning
- explosion and implosion
- aircraft and spacecraft or parts thereof that crash or make an emergency landing

**C1.1.2 Damage caused by natural hazards**

Loss or damage caused by:

- high water
- flood
- storm (meaning winds of at least 75 km/h that uproot trees or unroof buildings in the vicinity of the insured property)
- hail
- avalanches
- snow load
- rockslides
- rockfall
- landslides

Damage caused by natural hazards does not include:

- damage caused by ground subsidence, poor construction substrate, faulty construction, inadequate building maintenance, failure to take preventive measures, artificial earth movements, snowslide from roofs, groundwater, water that rises and overflows and is known to do so at shorter or longer intervals
- damage caused by water from reservoirs or other man-made water systems, water backflow from the sewage system, irrespective of the cause
- damage due to 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
- damage due to tremors caused when a man-made cavity collapses

---

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

---

**C1.2 Damage caused by natural hazards to:**

- easily movable structures (such as sheds at exhibitions and events, large tents, carousels, exhibition and fair booths, airdomes and air-supported structures), as well as their contents
- travel trailers, mobile homes, boats and aircraft, including their accessories
- motor vehicles kept as inventory outside or under a canopy
- mountain railways, cable cars, ski lifts, electric overhead lines, and masts (not including local grids)

- property located at construction sites. The construction site is the entire site on which tangible assets related to construction work are present, even before the beginning and after the end of the construction work
- greenhouses, cold frames and plants contained in the cold frames

---

**Scope of coverage:**

---

**C1.3** The insurance covers insured property that is destroyed, damaged or lost as the result of a fire or natural hazard, plus any resulting insured costs.

---

**The insurance does not cover:**

---

**C1.4** Damage caused by the intended or gradual effects of smoke.

**C1.5** Scorch damage that cannot be attributed to a fire.

**C1.6** Damage that occurs because insured property is exposed to a friendly fire or heat.

**C1.7** Damage to live electrical machines, apparatuses and cables due to the effects of the electrical energy itself, excess voltage or heating due to overload.

**C1.8** Damage to electrical protective components such as fuses that arises when serving their normal purpose.

**C1.9** Damage caused by negative pressure (except implosion), water hammer, centrifuge breaks, and other operational effects caused by mechanical forces.

**C1.10** Storm and water damage to boats on the water.

**C1.11** Damage resulting from earthquakes and volcanic eruptions pursuant to C2.

**C1.12** Damage caused by civil unrest and the measures taken against it pursuant to C6.1.1.

#### C2 Earthquakes

---

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

---

**C2.1 Earthquakes**

These include:

**C2.1.1 Earthquakes**

Loss or damage caused by natural tremors that are set off by 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. The first damage-causing earthquake and all subsequent quakes in the first 168 hours thereafter are deemed to be a single event.



**C2.1.2 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.

---

**Scope of coverage:**

---

**C2.2** The insurance covers insured property that is destroyed, damaged or lost as the result of an earthquake or a volcanic eruption, plus any resulting insured costs.

---

**C2.3 Subsidiary coverage**  
In cantons with cantonal earthquake insurance and a legal entitlement to indemnity, coverage for loss or damage caused by earthquakes or volcanic eruptions is only subsidiary to the indemnity paid by the cantonal earthquake insurance.

---

**The insurance does not cover:**

---

**C2.4** Damage due to tremors caused when man-made cavities collapse.

---

**C2.5** Damage caused by civil unrest and the measures taken against it pursuant to C6.1.1.

---

### **C3 Burglary and robbery**

---

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

---

**C3.1 Burglary and robbery**  
Loss or damage that can be proven conclusively on the basis of evidence, witnesses or circumstances:

**C3.1.1 Burglary**

Theft by offenders who break into a building or a room in a building by force, or break open a locked container therein. Site accommodation and containers are deemed to be the same as buildings.

The following acts are deemed to be the same as burglary:

- theft through gaining access using the right keys, magnetic cards etc. or using codes, if the offender appropriated these by way of burglary or robbery
- escape theft: theft committed by an offender who uses force to escape from a building or a room within a building

AXA is liable for the contents of vaults, safes, or other containers only if these are kept locked and the persons in charge of the keys or codes:

- carry the keys or codes on their person, or
- store them safely at home, or
- lock them in a container offering the same protection, the keys and codes of which are likewise subject to the above-mentioned provisions

Theft from locked vehicles is also covered by the insurance.

**C3.1.2 Robbery**

Theft with the threat or use of force against the insured, their employees, or persons living with them in the same household.

Theft from a victim who is unable to offer resistance as a result of an accident, unconsciousness or death is deemed to be the same as robbery.

**C3.1.3 The insurance also covers:**  
Damage to buildings at the insured location, provided that this was caused by an insured case of burglary, an insured case of robbery, or an attempt at either that can be conclusively proven based on evidence, witnesses or circumstances.

Indemnity is paid only if full or partial compensation cannot be claimed from another insurer. There is no coverage for partition and recourse claims.

---

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

---

**C3.2** Burglary on construction sites in site accommodation, construction site trailers, containers and unfinished buildings.

---

**Scope of coverage:**

---

**C3.3** The insurance covers insured property that is destroyed, damaged or lost as the result of a burglary or a robbery, plus any resulting insured costs.

---

**C3.4 High-theft merchandise, watches, jewelry and firearms**

For the following merchandise (owned by the policyholder or by third parties), compensation is limited as specified in the policy. Third-party merchandise means goods which, from the owner's perspective, are held for sale or exhibition purposes:

**C3.4.1 High-theft merchandise**

- Women's and men's apparel: apparel of any kind for women or men, regardless of its intended purpose (including sports and leisure wear) and material (including fur and leather). This limitation does not include children's clothing, shoes, and accessories such as handbags, ties, belts and hats.
- Multimedia and communications equipment: radio, Hi-Fi, TV, CD and DVD equipment, games consoles including accessories, film and photographic equipment, lenses, blank and written audio, image and data carriers, computer hardware and software including peripherals and accessories, mobile communication and navigation equipment
- Optical goods: any type of eyeglasses (frames and lenses), contact lenses, binoculars and telescopes
- Works of art and stamps
- Smokers' supplies (cigarettes, cigars, tobacco and the like)
- Raw CBD-hemp materials (such as hemp plants, hemp blossoms or powder, extracts in the form of oils or pastes)

**C3.4.2 Watches, jewelry and firearms as merchandise**

- Wristwatches and pocket watches of all kinds, jewelry made from precious metals (gold of 585 assay or more), set precious stones and pearls
- Firearms and ammunition

---

**The insurance does not cover:**

---

**C3.5** Theft without evidence of forced entry.

---

**C3.6** Theft of property from unlocked or unlockable vehicles or from their unlocked or unlockable loading areas.

<b>C3.7</b>	Monetary assets pursuant to B3 as well as watches, jewelry and firearms pursuant to C3.4.2 in vehicles, site accommodation, containers and unfinished buildings as a result of burglary.	<b>C4.5</b>	Damage to the facilities (technical installations, machines, and apparatuses) themselves connected to pipe systems that was caused by liquids leaking inside them.
<b>C3.8</b>	Damage caused by persons who live in the same household as the insured or who work for the insured, provided that their position allows them access to the insured premises.	<b>C4.6</b>	Damage caused when filling or emptying liquid containers and pipe systems as well as when conducting maintenance work.
<b>C3.9</b>	Damage resulting from fire and events caused by natural hazards pursuant to C1 or from earthquakes and volcanic eruptions pursuant to C2.	<b>C4.7</b>	Damage to cooling systems caused by artificially produced frost.
<b>C3.10</b>	Damage caused by civil unrest and the measures taken against it pursuant to C6.1.1.	<b>C4.8</b>	Damage to cooling systems, heat exchange systems and heat pump circulation systems because water is mixed with other liquids or gases within such systems.
<b>C4</b>	<b>Water</b>	<b>C4.9</b>	Damage caused by rain, snow and meltwater to outer walls (including insulation, windows and doors) and roofs (outer shell including insulation) of site accommodation and containers.
	<b>If specified in the policy, the insurance covers:</b>	<b>C4.10</b>	Damage caused by the penetration of rain, snow and meltwater through open skylights, emergency roofs or through openings in roofs during new construction, conversion or other work.
<b>C4.1</b>	<b>Water</b> Damage caused by:	<b>C4.11</b>	Backflow damage for which the owner of the sewage system is liable.
C4.1.1	Water or other liquids leaking from: <ul style="list-style-type: none"> <li>• pipe systems intended to transport liquids serving the insured business or the building in which the insured property is located</li> <li>• equipment and apparatuses that are connected to these pipe systems</li> </ul>	<b>C4.12</b>	Damage caused by ground subsidence or poor construction substrate.
C4.1.2	Liquids leaking from heating systems and tanks.	<b>C4.13</b>	Damage due to faulty construction, i.e. defects in the design (planning and calculation errors) or in the execution (construction) of the structure, provided that a participating contractor, architect or engineer, etc. can be held liable for such damage in accordance with the statutory or contractual provisions. This exclusion of cover applies for five years from completion of the construction work.
C4.1.3	Water leaking suddenly and accidentally from ornamental fountains, aquariums, waterbeds, portable air conditioners and humidifiers.	<b>C4.14</b>	Damage due to poor building maintenance or the failure to take preventive measures.
C4.1.4	Rain, snow and meltwater inside the building, if the water entered the building through the roof, through closed doors or windows, from gutters or from exterior drain-pipes.	<b>C4.15</b>	Costs for the repair of pipes, apparatuses and equipment from which water or other liquids have leaked. The provisions specified in B2.1.3 (costs of accessing pipes) and C4.1.7 (frost damage) remain reserved.
C4.1.5	Backflow from the sewage system.	<b>C4.16</b>	Costs of rectifying the cause of the damage itself and of maintenance and loss prevention measures. The provisions specified in B2.1.3 (costs of accessing pipes) and C4.1.7 (frost damage) remain reserved.
C4.1.6	Groundwater and water originating from underground slopes inside the building; also as a consequence of high water or flooding, provided that the water only entered the building underground.	<b>C4.17</b>	Damage resulting from fire and events caused by natural hazards pursuant to C1 (the provision regarding water originating from underground slopes pursuant to C4.1.6 remains reserved) or from earthquakes and volcanic eruptions pursuant to C2.
C4.1.7	Frost damage to water pipes. The insurance pays the costs of thawing and repairing frost-damaged pipe systems and apparatuses connected to them, installed inside the building by the insured, provided that these systems and apparatuses serve the insured business exclusively.	<b>C4.18</b>	Damage caused by civil unrest and the measures taken against it pursuant to C6.1.1.
	<b>The insurance also covers:</b>		
<b>C4.2</b>	Water damage pursuant to C4.1 in and to site accommodation and containers.		
	<b>Scope of coverage:</b>		
<b>C4.3</b>	The insurance covers insured property that is destroyed, damaged or lost as the result of water damage, plus any resulting insured costs.		
	<b>The insurance does not cover:</b>		
<b>C4.4</b>	Damage to the leaked liquids themselves or their loss. The provisions specified in B2.1.3 (costs of accessing pipes) remain reserved.		



## C5 Glass breakage

---

### If specified in the policy, the insurance covers:

---

- C5.1 Glass breakage**  
This includes breakage of:
- C5.1.1 **Glass on buildings**  
Glass (including facades and wall cladding made of glass and glass bricks) that is permanently connected to the business premises used.
- C5.1.2 **Furniture glazing**  
Glazing of movable equipment (excluding merchandise) in the business premises used.
- C5.1.3 **Sanitary facilities**  
Wash basins, sinks, toilets, cisterns, urinals, separating walls, bidets, showers and bathtubs in the business premises used.
- C5.1.4 **Vehicle glazing**  
Glazing of insured vehicles.
- C5.1.5 **The insurance also covers:**
- breakage of ceramic glass stove tops
  - breakage of natural and artificial stone tops in kitchens, bathrooms and toilet areas
  - breakage of glass floors
  - breakage of glass parts of site accommodation and containers
  - breakage of glass on immovable property outdoors pursuant to B1.4
  - breakage of glass parts of solar panels
  - breakage of glass on dome lights
  - breakage of glass parts of showcases and neon signs that belong to or are rented by the insured solely in Switzerland and Principality of Liechtenstein
  - the costs of emergency glazing
  - the costs of engraving, laminating, etching, sandblasting, etc. in the event of broken glass
- C5.1.6 Materials similar to glass are deemed to be the same as glass if used instead of glass.

---

### Scope of coverage:

---

- C5.2** The insurance covers breakage of insured glass and sanitary facilities.
- C5.3** The insurance coverage also includes breakage arising in the event of civil unrest and the measures taken against this. In the event of such damage, the sum insured agreed in the policy is doubled.
- C5.4** Insurance coverage for glass on buildings and furnishings, and for sanitary facilities also includes:
- consequential and complementary loss as a result of insured glass breakage up to a maximum of CHF 5,000; however, without replacement of fittings of any kind (in particular the mixer tap)
  - chipping damage to sanitary facilities in accordance with C5.1.3

---

### The insurance does not cover:

---

- C5.5** Damage to electrical and mechanical equipment.
- C5.6** Glass goods as merchandise, optical glass, glass dishes, hollow glass, light fixtures and lighting products of any kind.

- 
- C5.7** Damage that occurs when third parties (workers, etc.) work on glass parts of furnishings or buildings, their frames, or on sanitary installations.

- 
- C5.8** Damage to display screen glass and displays of all kinds.

- 
- C5.9** Damage due to ground subsidence, poor construction substrate, poor building maintenance and faulty construction pursuant to C4.13.

- 
- C5.10** Damage resulting from fire and events caused by natural hazards pursuant to C1 or from earthquakes and volcanic eruptions pursuant to C2.

---

## C6 Other risks (extended coverage)

---

### If specified in the policy, and unless otherwise insured, the insurance covers:

---

- C6.1 Other risks (extended coverage)**  
This includes:
- C6.1.1 **Civil unrest**  
Damage resulting from civil unrest. Civil unrest includes violent acts committed against persons or property in connection with riotous assembly, rioting or violent demonstrations. The insurance covers damage to or the destruction of insured property. The insurance also covers loss or damage due to looting in direct connection with civil unrest. In cantons with a cantonal insurance institution, fire damage to chattels in the event of civil unrest is covered only as a supplement to the indemnity paid by the cantonal insurance institution.  
The insurance does not cover:
- loss of or damage to property that is in transit
  - damage due to glass breakage
- C6.1.2 **Malicious damage**  
Loss resulting from malicious damage. Malicious damage refers to all intentional damage to or destruction of insured property. It also covers malicious damage in connection with strikes and lockouts. Lost property will not be replaced.  
The insurance does not cover:
- damage to property that is in transit
  - damage due to glass breakage
  - damage caused by the policyholder's own or third-party employees working for the business, unless such damage is in connection with a strike or a lockout
  - damage caused by malware, hacker and denial-of-service attacks, as well as other cyber events. Denial-of-service (DoS) is the non-availability of a service as a result of an overloading of infrastructure systems, for example. This denial of service must have been caused by an attack on an IT system.
- C6.1.3 **Damage due to liquids**  
Destruction of or damage to insured property resulting from sudden, unforeseen and unintended leaking of liquids from pipe systems, tanks and containers.  
  
The insurance does not cover:
- loss due to water damage in accordance with C4
  - damage to the leaked liquid itself or its loss
  - damage to pipe systems, tanks and containers through wear and tear, rust or corrosion
  - damage due to poor maintenance and the failure to take preventive measures

- the cost of remedying the cause of the damage that resulted in leakage of the liquid
  - damage to objects during erection and erection equipment, construction works and construction equipment, as well as to goods that are in transit
- C6.1.4 **Melting damage**  
Destruction of or damage to insured property resulting from heat caused by the sudden, unforeseen and unintended escape of molten material.  
The insurance does not cover:
- damage to the escaped molten material itself or its loss
  - costs of recovering the escaped molten material
  - costs of remedying the cause of the damage that resulted in the escape of the molten material
  - damage to objects during erection and erection equipment, construction works and construction equipment, as well as to goods that are in transit
- C6.1.5 **Vehicle impact**  
Loss or damage caused by vehicle impact, insofar as insured property is destroyed or damaged as a result.  
The insurance does not cover:
- damage to the vehicle (including its load) that caused the impact
  - damage to vehicles of all kinds (including their loads), provided that the insured business is part of the motor vehicle trade (such as garages, repair shops, body shops, automotive electricians, spray shops, etc.)
  - damage to goods during loading and unloading
  - damage to objects during erection and erection equipment as well as construction works and construction equipment
  - damage that is covered under compulsory liability insurance
- C6.1.6 **Building collapse**  
Destruction of or damage to insured property due to the collapse of buildings.  
The insurance does not cover:
- damage due to poor building maintenance or poor construction substrate
  - damage to and resulting from property that is being built or converted, to objects during erection and erection equipment, construction works and construction equipment, as well as to goods that are in transit
- C6.1.7 **Unspecified risks and losses**  
Damage to the insured property arising from its destruction, damage or loss, and the result of an unforeseen and sudden event.  
The insurance does not cover:
- a) all risks, loss or damage and special events that are explicitly excluded, insured or insurable in accordance with the General, Supplementary and Special Insurance Conditions that apply for this contract
  - b) Damage caused by violent external influences, external effects or internal causes to technical equipment, machines, apparatuses and devices as a result of collision; impact, overturning, crashing or sinking; design, material or manufacturing defects; improper use; ineptitude; negligence; damage from the effects of electricity; foreign objects; insufficient water, oil, fuel or other operating agents; negative pressure; overload; over-revving; failure of measuring, control or safety devices; failure of electronics (electronic parts becoming unusable without any visible damage or destruction); violent acts on the part of employees
- c) loss or damage as a result of the failure of or insufficient output from air conditioning, climate, cooling or heating systems
  - d) loss or damage as a result of the failure of water, gas, electricity and other energy or fuel supplies
  - e) damage to property during transport, including while loading or unloading and during transport-related interim storage, including handling and movements using conveyance and lifting equipment
  - f) damage for which the manufacturer, seller, renter or the repair company are legally or contractually liable. To the extent that the policyholder is not indemnified by such third parties or their liability insurance, any damage not covered will be compensated under this contract (subsidiary coverage).
  - g) loss arising from embezzlement, unlawful use of assets, extortion, fraud, document forgery, disloyal management
  - h) loss as a result of property having been stolen, lost, misplaced, or disappearing inexplicably, or due to inventory shortage
  - i) loss resulting from instructions or recommendations of relevant authorities on the basis of provisions under public law; violation of import, export, transit as well as customs regulations; confiscation
  - j) damage due to the sinking, cracking, shrinking and stretching of buildings and parts of buildings
  - k) damage due to pollution, contamination, epidemic, pandemic, mixing or impurity
  - l) damage caused by
    - genomic and genetic changes
    - organisms whose genetic material has been altered by a genetic procedure (Appendix 1 of the Swiss Release Ordinance) to an extent that does not occur under natural conditions through crossing or natural recombination
    - transplantation of cells
  - m) damage or defects to property that is being processed, produced, repaired or handled in some other way, including through assembly, disassembly, manipulation, testing, restoration, packaging, or work involving changes, renovations, cleaning or maintenance, unless the policyholder proves that the damage is in no way connected to the processes mentioned above
  - n) damage to machines and systems sustained in direct connection with tests and experiments involving these machines and systems
  - o) damage due to poor maintenance and the failure to take preventive measures
  - p) damage as a direct consequence of foreseeable influences of a mechanical, thermal or electrical nature, such as normal wear, aging, tear, rust, corrosion, erosion or decay
  - q) damage resulting from a change in taste, color, structure or appearance
  - r) damage that is caused to or by
    - electronic data, programs and operating systems
    - IT systems. An IT system includes computer hardware and networks (including software) of any kind that use, retrieve, output, process, transfer and store information stored electronically on data carriers: server systems, storage systems, personal computers, notebooks, tablet computers, smartphones, remote data transmission devices, etc., including any similar systems or any configuration of the aforementioned property and including all re-

lated input, output, data storage devices, network equipment or backup devices. Electronic controls of technical devices, machinery and equipment as well as land vehicles, aircraft, spacecraft, watercraft and railway vehicles are also considered to be IT systems.

- data carriers of any kind including the electronic data, programs and operating systems contained on them
- s) damage caused by malware, hacker and denial-of-service attacks, as well as other cyber events. Denial-of-service (DoS) is the non-availability of a service as a result of an overloading of infrastructure systems, for example. This denial of service must have been caused by an attack on an IT system.
- t) damage to and caused by animals of all kinds and caused by microorganisms
- u) damage caused by construction, conversion, erection or repair work, damage to and by erection equipment and construction site installations, as well as damage to objects being constructed, converted or installed
- v) damage due to the extraction of stones, gravel, sand, clay, ores and minerals
- w) damage as a result of artificial earth movements as well as shifts in terrain
- x) damage to jewelry and objects of art
- y) damage to property as the result of errors in construction, materials, work and plans relating to that property. The insurance covers consequential damage to other insured property, except in the case of buildings.
- z) damage to land, water, excavation pits, ground, roads, paths, dams, canals, tunnels, tracks, railway lines, reservoirs, bridges, mines, docks, piers, jetties and pipelines outside the insured property
- aa) damage to and by vehicles and trailers of any kind (all land vehicles, aircraft, spacecraft, watercraft and railway vehicles)

---

**The insurance does not cover:**

**C6.2** Damage due to fire and events caused by natural hazards pursuant to C1 (except for civil unrest), resulting from earthquakes and volcanic eruptions pursuant to C2, or resulting from terrorism, as well as damage during civil unrest, unless this is specifically insured pursuant to C6.1.1.

**C6.3** Vehicles for which license plates have been issued.

## **C7 Cooling system failure**

---

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

**C7.1 Cooling system failure**  
Damage to goods caused by spoilage of refrigerated or frozen goods as a result of a failure of the cooling system in cooling units (including walk-in refrigerated rooms). A cooling unit refers to all refrigerated containers and rooms that are supplied by the same refrigeration unit. The electricity supply does not constitute a component of the cooling unit.

Refrigerated goods include:

- food that must be kept refrigerated to guarantee food safety in accordance with food legislation
- medicine that must be kept refrigerated in accordance with the Swissmedic guidelines

Frozen goods include:

- food and medicine that must be stored at temperatures below -15° Celsius

Refrigerated and frozen goods are deemed to be spoiled if, due to a defect in the refrigeration unit or an unexpected interruption in the power supply of the insured business, the goods can no longer be marketed in accordance with food legislation or in accordance with the Swissmedic guidelines. If there is any doubt regarding the spoilage of medicines, this issue will be decided by the responsible authority (Swissmedic, cantonal pharmacist, center for the control of therapeutic products).

When damage occurs to a refrigeration unit that is more than 15 years old, a maximum of one loss event is indemnified.

---

**The insurance also covers:**

**C7.2** Refrigerated or frozen goods in means of transport that are stationary in Switzerland and the Principality of Liechtenstein.

**C7.3** Within the framework of the sum insured for refrigerated goods, the costs of

- cleaning and disinfecting the business premises and/or means of transport
- removing, disposing of and destroying insured goods and property

This applies only if the costs for this are incurred in connection with an insured loss event.

---

**The insurance does not cover:**

**C7.4** Damage to goods that are in transit.

**C7.5** Damage due to a lack of maintenance, interruption to the power supply in the building of the insured business without the power supply to the building being interrupted. Improper handling of and damage to the equipment itself.

**C7.6** Costs of proving loss or damage.

**C7.7** Damage resulting from fire and events caused by natural hazards pursuant to C1 or from earthquakes and volcanic eruptions pursuant to C2.

**C7.8** Damage caused by civil unrest and the measures taken against it pursuant to C6.1.1.

## Part D

# General Exclusions

### D1 General exclusions

---

**D1.1** The insurance does not cover property and costs that are or must be insured with a cantonal insurance institution.

---

**D1.2** In the event of

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

and the measures taken to counteract these AXA is liable only if the policyholder can prove that the damage or loss is unrelated to these events.

---

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

---

**D1.4** The insurance does not cover claims arising from loss in connection with virtual currencies such as Bitcoin.

---

**D1.5** The insurance does not cover loss or damage caused by nuclear reaction, radioactive radiation or radioactive contamination, regardless of any other causes. The insurance does not cover, in particular, loss or damage as a result of an incident at a nuclear power plant.

## Part E

### Territorial Scope

#### E1 Insured location

---

**E1.1** The insurance covers the locations designated in the policy, and in the case of fire insurance (including events caused by natural hazards), also covers the land belonging to them. Under the fire insurance, there is free flow of property between these locations.

---

**The insurance does not cover:**

---

**E1.2** Damage caused by natural hazards outside of Switzerland, the Principality of Liechtenstein and the enclaves of Büsingen and Campione.

#### E2 In transit (off-premises coverage)

---

**E2.1** Outside of the designated locations, property pursuant to B1, special items and costs pursuant to B2 and monetary assets pursuant to B3 are insured only on the basis of a special agreement.

---

The insurance does not cover:

---

**E2.2** Damage caused by natural hazards outside of Switzerland, the Principality of Liechtenstein, and the enclaves of Büsingen and Campione, even if off-premises coverage has been agreed.

---

**E2.3** Damage resulting from earthquakes and volcanic eruptions pursuant to C2 outside of Switzerland, the Principality of Liechtenstein, and the enclaves of Büsingen and Campione, even if off-premises coverage has been agreed.

---

**E2.4** Loss or damage due to burglary in site accommodation, construction site trailers, containers, and unfinished buildings outside of Switzerland, the Principality of Liechtenstein, and the enclaves of Büsingen and Campione, even if off-premises coverage has been agreed.

---

**E2.5** Loss or damage in the event of civil unrest or due to malicious damage pursuant to C6.1 outside of Switzerland, the Principality of Liechtenstein, and the enclaves of Büsingen and Campione, even if off-premises coverage has been agreed.

# Part F

## Indemnity

### F1 General

---

- F1.1** The indemnity is limited to the sum insured specified in the policy for each group or coverage module.
- 
- F1.2** If the policy or the GIC define limits for certain indemnities, entitlement to compensation applies only once per event, even if various policies provide such coverage.
- 
- F1.3** Personal sentimental value is taken into account only if this was expressly agreed.
- 
- F1.4** Any value held by electronic data and programs created by the policyholder is not taken into account.
- 
- F1.5** The costs of loss mitigation are also reimbursed within the scope of the sums insured. If these costs, together with the indemnity for property pursuant to B1, exceed the sum insured, AXA covers only the cost of measures taken on its instructions. AXA does not cover the services of public firefighters, police and others whose duty it is to provide assistance.
- 
- F1.6** If the eligible claimant subsequently regains possession of the lost property, the indemnity less any reduction in value must be repaid or the property must be handed over to AXA.

### F2 Property

---

- F2.1** Indemnity for insured property is calculated on the basis of its replacement value at the time of the event, less the value of the remains. If damaged property can be repaired, AXA covers the cost of the repair, provided that this amount does not exceed the replacement value. Any restrictions on restoration imposed by authorities are of no consequence.
- 
- F2.2** Replacement value is defined as follows:
- F2.2.1** For goods, the market value that corresponds to the price that must be paid to replace the goods by similar goods at the time of the event, or
- for purchased goods, the cost price
  - for goods manufactured by the policyholder himself, the sales price
- For goods that are outdated in terms of technology, fashion or trend, the compensation corresponds to the proceeds that would have been generated from a sale of the goods if they had been sold in their entirety as outdated goods on the retail market immediately prior to the loss event.
- F2.2.2** For equipment, the new value that corresponds to the cost of buying or producing a new item of a similar kind. Any remains are assessed in the same manner. If the equipment is insured only at its present value, the reduction in value due to wear and tear or for other reasons is deducted. Any remains are assessed in the same manner.

- F2.2.3** For third-party property (excluding personal property of employees and visitors), the market price. F3.3 applies for personal property of employees and visitors.
- 

- F2.3** If the business is discontinued within two years or is continued for another purpose, the replacement value corresponds to the proceeds that would have resulted from the sale of the equipment had it been sold immediately prior to the loss event.
- 

- F2.4** Property that is no longer used is compensated at present value.
- 

### F3 Special items and costs

---

- F3.1** Indemnity for the following is determined in accordance with B2: costs or removal and disposal, costs of accessing pipes, costs of changing locks, costs of provisional security measures, restoration costs, costs of protecting and moving property, subsequent cost increases for equipment and market price fluctuations for goods and damage to the surrounding areas.
- 

- F3.2** If the policyholder is ordered to decontaminate the soil and fire extinguishing water pursuant to B2.1.2 after a loss event, the cost is compensated, provided that the orders under public law
- are based on ordinances that were in effect at the time of the event
  - are issued within one year of the occurrence of the loss
  - are reported to AXA within 14 days of the date of issue, regardless of any appeal periods
  - affect contamination that is proven to be the consequence of an insured loss
- If the event results in an increase in pre-existing contamination, AXA indemnifies only the expenses that exceed the amount required to eliminate the pre-existing contamination, regardless of whether and when these costs were in fact incurred.
- 

- F3.3** Employees' and visitors' effects are indemnified on the basis of their new value. The new value corresponds to the cost of buying or producing a new item. In the event of partial damage, AXA pays only the cost of the repair.
- 

- F3.4** F2.2.3 applies to third-party property.
- 

- F3.5** For accounts receivable, AXA pays the difference between the revenue actually generated and the revenue that would have been expected had the event not taken place.

## F4 Monetary assets

- F4.1** AXA indemnifies:
- cash at nominal value
  - coins, medals, precious metals, unset precious stones and unset pearls at their market value at the time of the insured event
  - other monetary assets pursuant to B3 for the amount that can be proven to have been lost
- 
- F4.2** For securities, the cost of cancellation and any lost interest and dividends are compensated.  
If the amortization procedure does not result in cancellation, AXA indemnifies the securities that are not amortized; AXA may also replace the securities.

## F5 Business interruption

- F5.1 Loss of earnings**  
Depending on the agreement, AXA indemnifies
- the difference between the revenue generated during the indemnity period and the revenue that could have been expected had the business interruption not occurred, less the difference between the projected and the actual costs incurred
  - the difference between the actuarial gross profit that was actually generated during the indemnity period and the actuarial gross profit that could have been expected had the interruption not occurred, less any costs included in the actuarial gross profit (loss of use). The insurance covers variable costs to the extent that they cannot be reduced in the same proportion as revenue.
- AXA indemnifies the unproductive costs if the property damage occurs in an associated maintenance facility or in a research or a development laboratory. These costs are calculated on the basis of the costs that are charged to the facility while idle during the interruption, but not past the indemnity period.
- 
- F5.2 Additional costs**  
AXA compensates additional costs in accordance with B4.2. The costs of loss mitigation measures that have an effect beyond the duration of the interruption or the indemnity period are divided between the eligible claimant and AXA in accordance with the benefit they derive therefrom, provided that coverage for special expenses has been exhausted.
- 
- F5.3 Special circumstances**  
The calculation of the loss must take into account the circumstances that would have affected the revenue or the actuarial gross profit during the indemnity period even if the interruption had not occurred.  
If operations are not resumed after the loss event, AXA covers only the actual running costs, provided that they would have been covered by gross profit had there been no interruption. The calculation is based on the presumed length of the interruption during the indemnity period.  
Circumstances that are not insured pursuant to B4.6 to B4.19 are not taken into account when calculating the loss.

## F6 Underinsurance

- F6.1 Waiver of underinsurance**  
F6.1.1 Underinsurance is not included in the calculation if the loss or damage is less than 10% of the agreed sum insured.  
If the loss or damage exceeds 10% of the agreed sum insured, the excess is subject to the underinsurance rule as defined in F6.2.
- F6.1.2 By way of a supplement to statutory insurance for damage caused by natural hazards (Insurance Supervision Ordinance), the waiver of underinsurance pursuant to F6.1.1 is included in the event of loss or damage resulting from events caused by natural hazards.
- 
- F6.2 Underinsurance rule**  
F6.2.1 **Property, special items and costs, monetary assets**  
If the sum insured is less than the replacement value (underinsurance), any damage is indemnified only at the ratio of the sum insured to the replacement value. In the case of insurance on first loss (discretionary insured value), the loss or damage is compensated up to the agreed sum insured without calculating any underinsurance.
- F6.2.2 **Business interruption**  
If the revenue or gross profit underlying the contract was defined too low, the loss will be reimbursed only in the ratio of the declared amount to the assessed amount. In this case, the financial year mentioned in the policy serves as the basis.
- 
- F6.3 Multiple groups or coverage modules**  
If the policy provides for multiple insured groups or coverage modules, each with its own sum insured, any underinsurance amounts that may apply are calculated separately per group or coverage module, unless free flow of property was agreed.
- 
- ## F7 Indemnity limits for events caused by natural hazards
- F7.1** The following indemnity limits apply to indemnities that are based on insurance for damage due to natural hazards in accordance with the Insurance Supervision Ordinance (ISO):
- F7.1.1 If the indemnities for a single policyholder in respect of one insured event determined by all insurers permitted to do business in Switzerland or the Principality of Liechtenstein exceed CHF 25 million, they will be reduced to this amount.  
A further reduction in accordance with F7.1.2 remains reserved.
- F7.1.2 If the indemnities for one insured event in Switzerland or the Principality of Liechtenstein determined by all insurers permitted to do business in Switzerland or the Principality of Liechtenstein exceed CHF 1 billion, the indemnities for individual claimants will be reduced so as to not exceed this amount in total.
- F7.1.3 Indemnities for damage to chattels and buildings may not be cumulated.
- F7.1.4 Damage with separate temporal and spatial aspects constitutes a single event if it originates from the same atmospheric or tectonic cause.



## **F8 Payment of indemnity**

---

**F8.1** The indemnity is due four weeks following the date on which AXA is in possession of all the information necessary to determine the indemnity. A first installment of the amount derived from the current state of the loss assessment may be requested four weeks after the occurrence of the loss.

**F8.2** In particular, indemnity will be deferred for as long as

- it is unclear to whom the insurance indemnity is lawfully to be paid
- the police or investigating authorities are conducting inquiries in connection with the event or criminal proceedings against the policyholder or eligible claimant are still underway

## **F9 Protection of the lienor**

---

**F9.1** If the creditor has registered their right of lien with AXA in writing or in another form of text (e-mail, for example) and the creditor is unable to collect the amounts that are due under the right of lien, AXA is liable to the lienor for the amount of compensation due even if the policyholder or insured has lost all or part of their right to be indemnified through the insurance.

**F9.2** The lienor is not covered if they are the eligible claimant or if they caused the damage intentionally or through gross negligence.

## **F10 Statute of limitations and forfeiture**

---

**F10.1 Statute of limitations**  
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.

**F10.2 Forfeiture**  
If AXA refuses to indemnify, the eligible claimant must bring the matter before a court within five years of the occurrence of the event, otherwise they will forfeit their rights.



# Part G

## Claims

### G1 Obligations

---

- G1.1** If an insured event occurs, the policyholder or eligible claimant must:
- notify AXA immediately
  - provide information about the cause, amount and detailed circumstances of the loss or damage. Unless otherwise agreed, this must be provided in writing or in another form of text (e-mail, for example)
  - allow investigations by AXA and provide assistance with its investigations; in particular, the policyholder must allow AXA and the experts to carry out all investigations regarding the cause, amount and detailed circumstances of the loss or damage and the extent of the obligation to indemnify; to this end, the policyholder must, at AXA's request, provide the business accounts, inventories, balance sheets and income statements, statistics, receipts and other information about the course of business in the year before the contract was concluded, those for the current financial year and for the three previous years, as well as statements regarding payments from other insurance policies
  - at their own expense, provide the information required to substantiate the indemnity claim and to establish the amount of the indemnity, submit the relevant documents and, on request, prepare a signed list of the property present before and after the event, showing the value of the damaged property, for which AXA may set reasonable deadlines
  - during and after the event, endeavor to preserve and recover the insured property and to mitigate the loss, and follow AXA's instructions while doing so
  - not alter or dispose of damaged property in a way that interferes with the ability to determine the cause and amount of the damage, unless loss mitigation or public interest take precedence
- 
- G1.2** In the event of theft, robbery, civil unrest or malicious damage, the policyholder or eligible claimant must, in addition:
- notify the police immediately and request an official investigation. The policyholder or eligible claimant must neither remove nor alter any of the evidence without the permission of the authorities
  - cooperate with the investigating authorities and AXA in taking measures to identify the offenders and recover the missing property
  - notify AXA immediately once possession of lost property is recovered or information regarding such property is received
- 
- G1.3** In the event of a business interruption, the policyholder or eligible claimant must, in addition:
- endeavor to mitigate the loss during the indemnity period. During the indemnity period, AXA has the right to request that all precautions that it considers suitable be implemented, and to examine the measures that were taken
  - notify AXA once full operations are resumed, if this occurs during the indemnity period

- at AXA's request, provide an interim report at the beginning and end of the interruption or the indemnity period, in which case AXA or its expert is authorized to participate in taking the inventory

### G2 Loss assessment

---

- G2.1** Both the eligible claimant and AXA may request that the loss or damage be assessed immediately. The loss or damage must be assessed either by the parties themselves, by a mutually agreed expert, or through a loss adjustment procedure. Each party may request a loss adjustment procedure pursuant to G3.
- 
- G2.2** The eligible claimant must provide proof of the event and the amount of damage at their own expense. The policy and sum insured do not constitute proof of the existence and value of the insured property at the time of the event.
- 
- G2.3** In the case of insurance for the benefit of a third-party, AXA reserves the right to assess the loss or damage exclusively with the policyholder.
- 
- G2.4** AXA is under no obligation to accept recovered or damaged property.
- 
- G2.5** AXA can decide who will perform the repair work. The indemnity may be paid in cash or in kind.
- 
- G2.6** The business interruption loss is determined at the end of the indemnity period. It can, however, be assessed earlier if both parties agree.

### G3 Loss adjustment procedure

---

- G3.1** The following principles apply to the expert loss adjustment procedure:
- G3.1.1** Each party appoints an expert in writing or in another form of text (e-mail, for example). Prior to beginning the loss assessment, the experts select an umpire in writing or in another form of text (e-mail, for example). If a party fails to appoint their expert within 14 days after having been requested to do so in writing or in another form of text (e-mail, for example), 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.
- G3.1.2** Any persons who lack the necessary expertise or who are related to one of the parties or are otherwise biased may be rejected as experts. If the reason for the rejection is in dispute, the decision shall rest with the competent judge, who will then also appoint the expert or umpire if the objection is substantiated.

- G3.1.3 The experts determine the cause, detailed circumstances and amount of loss or damage. The experts must determine the value of insured property and the property that has been recovered or damaged immediately before and after the insured event; for insurance at new value, the new purchase value must also be determined. 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.
- G3.1.4 The assessments made by the experts within the scope of their authority shall be binding unless one of the party is able to demonstrate that the findings deviate significantly from the actual facts.
- G3.1.5 Each party pays the costs of their own expert. Each party shall bear one half of the costs of the umpire.

## **G4 Crisis communication (PR costs)**

---

If the policyholder is faced with the threat of critical media reporting due to a loss event that is likely to be insured pursuant to these General Insurance Conditions (GIC), AXA will reimburse the expenses required to immediately prevent or mitigate potential reputational damage. AXA will cover the costs of a PR agency appointed in consultation with AXA or by AXA to assist and support the policyholder, up to a maximum of CHF 50,000 per event.



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

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

**[AXA.ch/report-claim-companies](https://www.axa.ch/report-claim-companies)**

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

AXA.ch  
myAXA.ch (customer portal)