



General Insurance Conditions (GIC)

# **Transportation insurance Transportation liabilities**

- Carrier's liability
- Warehouse operator's liability
- Forwarding agent's liability
- Handling aids and equipment
- Transported belongings

Version 10.2023

# Contents

## Part A Underlying Provisions of the insurance contract

A1	Scope of the contract	5
A2	Territorial scope	5
A3	Validity period	5
A4	Contract term	5
A5	Termination of the contract	5
A6	Premiums	5
A7	Deductible	5
A8	Insurance on first loss	5
A9	Due diligence and other obligations	5
A10	Information obligations	6
A11	Risk increase or reduction	6
A12	Assignment of claims	6
A13	Principality of Liechtenstein	6
A14	Legal questions	6
A15	Waiver of defense against gross negligence	6
A16	Applicable law and place of jurisdiction	6
A17	Sanctions	7

## Part B Transportation liabilities

B1	Carrier's liability	8
B2	Warehouse operator's liability	8
B3	Forwarding agent's liability	8
B4	Common provisions for transportation liabilities	9

## Part C Handling aids and equipment

C1	Scope of insurance	10
C2	Exclusions	10
C3	Indemnities	10

## Part D Transported belongings

D1	Scope of insurance	11
D2	Exclusions	11
D3	Indemnities	11

## Part E Claims

E1	Deductible	12
E2	Notification of claims and information obligations	12
E3	Claims handling	12
E4	Securing rights of recourse	12
E5	Establishment of liability	12
E6	Crisis communication (PR costs)	12

## Part F Definitions

F1	Carrier	13
F2	Warehouse operator	13
F3	Forwarding agent	13
F4	Handling aids and equipment	13
F5	Lockout, civil unrest, terrorism	13
F6	Burglary	13
F7	Monetary assets	13
F8	Bodily injury	13
F9	Property damage	13
F10	Loss prevention costs	13
F11	Financial loss	13
F12	Insureds	13
F13	Insurance year	14

# Key points at a glance

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

## Who is the insurance carrier?

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

## What is insured?

The insurance covers the liability of the policyholder in its capacity as

- **carrier:** loss of or damage to the cargo and failure to deliver by the delivery deadline (B1 GIC);
- **warehouse operator:** consignment and storage transactions (B2 GIC);
- **forwarding agent:** property damage and financial loss (B3 GIC).

The following are also insured:

- **handling aids and equipment,** against loss and damage (C GIC);
- **transported belongings,** against loss and damage (D GIC).

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

## What is not insured?

Among other claims, the insurance does not cover the following, as per B4.3 GIC:

- intentional misconduct on the part of the policyholder or the parties contracted to drive or accompany the means of transportation;
- the consequences of deliberately incorrect declaration;
- breaches of import, export or transit provisions;
- seizure, removal or detainment by a government, an authority or a power;
- political and social risks (war, strike, terrorism);
- risks arising from nuclear energy and radioactivity;
- claims arising from bodily injury;
- claims arising from the carriage of securities, precious metals, cash, jewelry, watches and live animals.

## What benefits does AXA provide?

AXA will indemnify the amount that the insured person must pay to the claimant based on the insured's liability (B4.1 GIC). For insured claims, AXA also covers the cost of defense against unjustified claims (legal protection as per B4.2 GIC).

Indemnity is limited to the sums insured stipulated in the application or the policy.

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

The premium is shown in the application and the policy. It is due on the first day of each insurance year.

## What are the policyholder's main obligations?

Among other obligations, the policyholder must:

- immediately report in writing or in another form of text (e-mail, for example) any change in circumstances that is relevant for the purpose of evaluating risk (A9.1 GIC);
- immediately report the occurrence of any event whose consequences may impact the insurance (E2 GIC).

The policyholder may not, among other things, carry on any direct negotiations with the claimant, recognize any claims, reach any settlement, pay any compensation, or assign any entitlements arising from the insurance (A12 and E3.2 GIC).

Any special obligations (duties) that may apply are listed separately in the contract provisions, the application and the policy.

## When does the notice of loss need to be submitted?

If an event occurs with consequences that are likely to involve the insurance, the policyholder must inform AXA without delay. The policyholder is obligated to assist AXA with establishing the circumstances and with defending against unjustified claims, and must follow AXA's instructions.

## When does the insurance begin and end?

The insurance begins on the date shown in the policy. AXA may reject the application up to the date when it issues the policy or gives definite confirmation of coverage. The insurance is valid for the period shown in the policy.

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

## Which losses are insured in terms of time?

The insurance covers claims arising from losses that occur during the term of the contract (A3 GIC).

## How can the right of withdrawal be exercised?

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

On withdrawal, any indemnities that have been received will have to be paid back.

## Special information for the Principality of Liechtenstein

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

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

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

## Which definitions apply?

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

## What data does AXA use and how?

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

# General Insurance Conditions (GIC)

## Part A

### Underlying Provisions of the insurance contract

#### A1 Scope of the contract

The policy stipulates the insurance coverages which have been agreed. Information about the scope of the insurance is provided in the policy, these General Insurance Conditions (GIC) and any Special Insurance Conditions (SIC) that may apply.

#### A2 Territorial scope

The territorial scopes stated in the policy apply. For transported belongings, coverage applies only outside of the permanent place of residence or business domicile of the policyholder and/or the latter's staff.

#### A3 Validity period

The insurance covers claims arising from loss/damage that occurs during the contract term. If the date of the damage cannot be established with certainty, the date on which it was first established counts as the definitive date, irrespective of by whom it was established.

#### A4 Contract term

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

If the policyholder goes bankrupt, the contract ends when bankruptcy proceedings begin. Within 30 days after bankruptcy proceedings begin, and against payment of the premium, the bankruptcy administration can demand continuation of the policy from the date on which bankruptcy proceedings began.

#### A5 Termination of the contract

##### A5.1 Ordinary termination

Either contracting party may terminate the contract in writing or in another form of text (email, 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 of each subsequent year in writing or another form of text.

##### A5.2 Termination in the event of a claim

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

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

In the event that the assured should cancel during the year following conclusion of the contract, AXA is still entitled to receive premium for the current insurance period.

##### A5.3 Termination in the event of an increase or decrease in risk

A11.1 applies.

#### A6 Premiums

##### A6.1 Premium amount and due date

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

##### A6.2 Premium calculation

The application or the policy stipulates whether the premium is flat-rate or whether it is calculated at the end of each insurance year based on reported information such as turnover, freight income or gross forwarding income.

#### A7 Deductible

E1 applies.

#### A8 Insurance on first loss

All maximum sums mentioned in the policy apply on first loss: losses are compensated in full up to the agreed sum insured. The sum insured constitutes the upper limit for compensation, including costs.

#### A9 Due diligence and other obligations

##### A9.1 Breach of obligations including notification obligations

If the policyholder or the insured person culpably violates its obligations (e.g. as per B4.2) or its obligations to notify or provide information (e.g. as per E2), thereby giving rise to a situation in which AXA would be liable to

pay out increased benefits, coverage will not apply to the extent of this increase.

---

**A9.2 Due diligence and other obligations in case of a claim**  
A10, E2, E3 and E4 apply.

---

## **A10 Information obligations**

---

**A10.1 Communication with AXA**  
The policyholder or beneficiary must address all communications to the relevant branch office or registered office of AXA.

---

**A10.2 Risk increase or reduction**  
A11 applies.

---

**A10.3 Claims**  
E2 applies.

---

## **A11 Risk increase or reduction**

---

### **A11.1 Change in material circumstances**

**A11.1.1** Of its own accord, the policyholder must inform AXA of all circumstances which could influence the assessment of the risk. This obligation also applies if such circumstances could already be known to AXA or its representative.

**A11.1.2** The policyholder must notify AXA immediately and in writing or another text form (email, for example), at the latest by the end of the insurance year, of any change in a circumstance that is significant for evaluating the risk and which was established by the contracting parties on entering into the contract.

**A11.1.3** The contract will be invalidated by any failure to disclose information, any deception and/or any incorrect or misleading information that is provided deliberately.

---

**A11.2 Risk decrease**  
In the case of a decrease in risk, AXA will reduce the premium commensurately from the date on which it receives notification from the policyholder.

---

## **A12 Assignment of claims**

The insured does not have the right to assign claims from this policy without AXA's authorization.

---

## **A13 Principality of Liechtenstein**

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

---

## **A14 Legal questions**

---

**A14.1 Payment obligation**

- The indemnity is due four weeks after the date on which all the information necessary for determining the insurance benefit reaches AXA.
- Four weeks after the occurrence of the loss, the beneficiary may request a first partial payment of an

amount derived from the current state of the loss assessment.

- AXA's obligation to pay is suspended for as long as the indemnity amount cannot be determined or paid due to culpable conduct by the policyholder or beneficiary.
- The indemnity is not due as long as:
  - the lawful recipient of the insurance benefit has not been clearly established;
  - the police or the investigating authorities are investigating circumstances in connection with the event;
  - criminal proceedings against the policyholder or beneficiary are still in progress.

---

**A14.2 Assertion of rights of recourse**  
The policyholder assigns all claims for damages vis-à-vis third parties to AXA. If requested by AXA, the policyholder must sign a declaration of assignment. This assignment comes into effect as soon as AXA has fulfilled its obligation to indemnify.  
AXA can demand that the policyholder asserts the rights of recourse in its own name. AXA will bear the costs. AXA is entitled to appoint and instruct the policyholder's lawyer.

---

**A14.3 Limitation**  
Claims asserted under this insurance contract become time-barred five years after the occurrence of the circumstance on which the obligation to indemnify is based.

---

## **A15 Waiver of defense against gross negligence**

AXA waives its right under Art. 14 para. 2 of the Federal Act on Insurance Contracts (ICA) to reduce its benefits if the event was caused by the insured through gross negligence. However, AXA will reduce its benefits:

- in case of losses or damage related to the effects of alcohol, drugs or medication;
- in case of breach of the hazardous goods regulations;
- if such waiver is barred by applicable statutory provisions.

---

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

---

**A16.1 Applicable law**  
This contract is subject to Swiss law. For contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence if they differ from these General Insurance Conditions (GIC).

---

**A16.2 Place of jurisdiction**  
Disputes arising from this insurance contract must be brought before the ordinary Swiss courts; in the case of policyholders resident or having their registered office in the Principality of Liechtenstein, the matter must be brought before the ordinary Liechtenstein courts, unless the law prescribes another place of jurisdiction.

---

**A16.3 Relationship to the Federal Act on Insurance Contracts (ICA)**  
The following articles of the Federal Act on Insurance Contracts of April 2, 1908 (currently valid version) do not apply: Arts. 6, 14 para. 3, 38, 42, 46, 47, 50, Art. 60 paragraph 1 bis.  
The other provisions of the ICA apply only to the extent that terms of the policy do not deviate from them.

## **A17 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, Switzerland or the Principality of Liechtenstein.

## Part B

# Transportation liabilities

### B1 Carrier's liability

---

#### B1.1 Scope of application

The insurance applies to

- carriers who transport goods by road or by combined transport (road/rail/ferry):
  - in accordance with the provisions regarding the freight contract stipulated by the Swiss Code of Obligations (SCO) or in accordance with foreign law regarding the freight contract, or
  - in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR)
- forwarders who, according to article 2, paragraph 2 of the latest edition of GC SPEDLOGSWISS, have the status of a carrier.

#### B1.2 Insured risk and insured liability

The insurance covers the statutory or contractual liability of the policyholder as the carrier in connection with shipments of goods of all sorts. It applies to:

- loss of or damage to the goods;
- failure to deliver by the delivery deadline;
- damage that does not directly affect the goods.

In case of cross-border transportation, insurance of a special interest in the shipment (Art. 26, CMR) – if stipulated in the consignment note – may be agreed on a case-by-case basis prior to the commencement of the risk, and against payment of an additional premium. However, this additional coverage is limited to 20% of the indemnifiable value of the goods.

The insurance also covers the policyholder's liability for ancillary services directly related to the carriage of the goods, such as short-term storage, customs clearance, weighing, packing, repacking, drawing samples and processing COD charges, and also for losses/damage which do not directly affect the goods.

Furthermore, the insurance covers the statutory or contractual liability of the policyholder in connection with manipulations and relocations of goods of all types, even if these activities are not directly related to a freight order.

#### B1.3 Involvement of third parties

The insurance covers claims brought against the policyholder for damage caused by employees of other companies or self-employed professionals such as subcontractors. This applies if the policyholder has engaged these parties as auxiliaries.

The insurance does not cover the personal liability of these companies and self-employed professionals.

#### B1.4 Beginning and end of the insurance

The insurance begins when the goods are accepted by the carrier and ends on delivery to the recipient, but at the latest 30 days after the arrival of the vehicle.

#### B1.5 Stopovers

For storage before, during and after transportation, the insurance is valid for up to 30 days in each case.

### B2 Warehouse operator's liability

---

#### B2.1 Scope of application

The insurance is applicable to warehouse operators whose activities are regulated in the latest version of the General Conditions of the Swiss Freight Forwarding and Logistics Association (GC SPEDLOGSWISS Storage). If the applicability of these Conditions was not agreed, the relevant provisions of the Swiss Code of Obligations will apply.

#### B2.2 Insured risk and insured liability

The insurance covers the statutory or contractual liability of the policyholder as a warehouse operator that arises from consignment and storage transactions for goods of all types.

### B3 Forwarding agent's liability

---

#### B3.1 Scope of application

The insurance is applicable to forwarding agents whose activities are regulated in the latest version of the General Conditions of the Swiss Freight Forwarding and Logistics Association (GC SPEDLOGSWISS). If the applicability of these Conditions was not agreed, the relevant provisions of the Swiss Code of Obligations will apply.

#### B3.2 Insured risk and insured liability

The insurance covers the statutory or contractual liability of the policyholder vis-à-vis its customers for property damage and financial loss. Coverage applies solely to the forwarding agent's activities as:

- intermediary, for purely intermediary activities;
- carrier
  - in the case of contracting in his own name, i.e. if he effects transport with own equipment;
  - when issuing a transport document of its own containing a delivery obligation, such as a through bill of lading (Multimodal Transport Document) etc. The insurance covers claims in connection with loss of and damage to the goods, and in case of failure to deliver by the delivery deadline, on the basis of transport documents with a delivery obligation issued by the carrier and approved by AXA in advance;
  - in purely European land transport (except in transport purely by rail), unless the forwarder expressly designates himself as an intermediary and acts as such.

The insurance covers the statutory or contractual liability of the policyholder as the carrier according to B1.2.

- pure warehouse operator  
The insurance covers the statutory or contractual liability of the policyholder as a warehouse operator according to B2.
- Shipping Agent  
For pure agency work (concluding freight contracts for ocean and/or combined transports) in Switzerland and the Principality of Liechtenstein, the General Conditions of SPEDLOGSWISS for Shipping Agents (GC SPEDLOGSWISS Shipping Agents) shall apply.



- Provider of additional services such as processing of COD charges, weighing, customs clearance and logistics transactions, etc. Claims arising from these services are insured up to the limits stated in the policy. The insurance also covers claims relating to customs and excise duties advanced directly by the European authorities vis-à-vis the policyholder, up to the limits stated in the policy.

## **B4 Common provisions for transportation liabilities**

### **B4.1 Indemnities**

The sum insured is applicable per means of transportation (towing vehicle with or without trailer) or per loss event, and it constitutes the maximum total of indemnity including costs.

### **B4.2 Insured costs and expenses**

In the event of actual or imminent insured loss/damage, AXA covers the costs of:

- intervention by AXA's authorized representatives;
- prevention or minimization of the loss;
- defense against unjustified claims;
- recovery, destruction or disposal of the damaged goods. If another insurance covers the costs, AXA only indemnifies subsidiarily. The insurance does not cover costs incurred due to preventing or eliminating environmental damage, in particular air, water or soil pollution.

The insurance also covers general average contributions that apply to the loaded vehicles in accordance with a legally valid average statement.

AXA also advances the general average contributions that the policyholder pays for the vehicles' loads in order to avoid delays to the continuation of the transportation. The policyholder is obligated to deliver the load only if the general average contributions have been paid proportionately, or if the customer or recipient and/or their transportation insurer has provided appropriate securities. The payments or securities received must be passed on to AXA. Failure by the insured to meet this obligation releases AXA from its obligation to indemnify in accordance with A9.1.

### **B4.3 Exclusions**

**B4.3.1** The insurance does not cover the consequences of:

- intentional misconduct on the part of the policyholder, the parties contracted to drive or accompany the vehicle, or the subcontracted carrier. AXA nevertheless pays the full insurance benefit if the policyholder proves that it exercised all due diligence required by the circumstances in order to prevent loss/damage caused by the aforementioned parties;
- deliberate and intentional incorrect declarations;
- deliberate breaches of import, export or transit provisions and of foreign exchange and customs provisions;

- war, warlike occurrences such as the occupation of foreign territories, border incidents, civil war, revolution and rebellion, and also preparations for war or measures of war;
- explosions or other effects of mines, torpedoes, bombs or other engines of war;
- seizure, removal or detention by a government, an authority or a power;
- strikes, lockouts and civil unrest;
- terrorism;
- nuclear energy and radioactivity, with the exception of damage due to radioisotopes and systems for producing ionizing radiation, e.g. for medical purposes.
- Cyber risks;
- Power outage and power shortage.

**B4.3.2** Furthermore, the insurance does not cover:

- penalties and fines of all types;
- damage in warehouses due to fire, events caused by natural forces, water or burglary. However, this exclusion does not apply to recourse claims;
- claims arising from guarantees of delivery periods which are not explicitly agreed with AXA.

### **B4.3.3 Bodily injuries**

The insurance does not cover claims arising from bodily injuries.

### **B4.3.4 Use of unsuitable vehicles**

AXA is released from all obligations to indemnify if the goods are transported on unsuitable vehicles with the policyholder's knowledge.

**B4.3.5** The insurance does not cover claims arising from the transportation or storage of the following items:

- securities and deeds of any kind;
- precious metals (unprocessed, in the form of bullion bars or coins), whose value at minimum equals that of silver;
- coins in circulation made of non-precious metals;
- banknotes;
- jewelry, watches, genuine pearls, precious stones and other gems;
- artworks and objects of collector's value with an individual value of over CHF 50 000;
- live animals.

This provision also applies if the freight or stored goods are designated collectively, for example as "Goods of all kinds".

**B4.3.6** Damages caused by transmissible diseases are excluded.

### **B4.4 Contractually assumed liability**

The insurance does not cover claims arising from a contractually assumed liability that goes beyond liability in law.

If the policyholder agrees contractual liability with the customer in excess of the extent stipulated by law, this must be included in the insurance in the form of a special agreement. This inclusion must take place before the commencement of the risk and it entails an increase in the premium.

## Part C

### Handling aids and equipment

#### C1 Scope of insurance

---

Own and third-party handling aids and equipment that are themselves transported and/or used and which are not permanently connected to the vehicle are insured against loss and damage.

#### C2 Exclusions

---

The insurance does not cover damage due to wear and tear, chipping, scratching, scraping or abrasion.

#### C3 Indemnities

---

In case of a total loss, AXA pays the present value, subject to a maximum limit of the original purchase price. In case of damage, AXA pays for the replacement of the part(s) or the repair. The handling aids and equipment must be repaired in an appropriate location where the cost is lowest. Any transportation costs must be included for this purpose.

If it is cheaper for AXA to replace damaged parts than to repair them, or if parts have been lost, AXA pays the value of the parts to be replaced and the costs of replacing said parts. AXA's indemnity is limited to the present value.

## Part D

# Transported belongings

### D1 Scope of insurance

---

The insurance covers personal property, as well as business documents, professional tools and apparatus of all types that are carried along or carried on the body during business trips. The insurance covers loss and damage.

### D2 Exclusions

---

The insurance does not cover:

- property left behind in a vehicle at night;
- loss or damage that cannot be attributed to a sudden external effect.

Furthermore, the insurance does not cover damage due to:

- leaving items behind, misplacing or losing items;
- temperature- and weather-related influences;
- wear and tear.

### D3 Indemnities

---

In case of a total loss, AXA pays the replacement cost of an equivalent or similar new item at the time of the loss. AXA covers the cost of the repair of damaged property. In case of theft or robbery of monetary assets, AXA pays no more than the maximum amount stated in the policy. If identity documents, driver's licenses and keys are lost or damaged, AXA covers the costs of replacement as the maximum.

## Part E Claims

### E1 Deductible

---

The policyholder must pay the deductible shown in the policy for each loss event. The deductible is subtracted from the calculated damage. E6 is reserved.

### E2 Notification of claims and information obligations

---

If an event occurs with consequences that are likely to involve the insurance, the policyholder must inform AXA without delay. The policyholder is obligated to assist AXA with establishing the circumstances and with defending against unjustified claims, and must follow AXA's instructions. In addition, the policyholder must take immediate action to limit the loss and to protect and salvage the affected items of property. AXA may also intervene itself. In case of a traffic accident or theft, the policyholder must inform the police immediately and request a fact-finding report. At all times, and at its own cost, the policyholder must inform AXA about all facts relating to the loss event and must hand over the available materials. "Materials" refers to correspondence, data, documents (invoices, bills of lading, police reports, general average certificates, fact-finding reports, experts' reports, etc.), items of evidence, official and court documents such as summonses, rulings, notifications and judgments, etc. The policyholder must also, of its own accord, forward all additional information about the loss event and any steps taken by the claimant to AXA.

### E3 Claims handling

---

#### E3.1 Assumption of claims handling

AXA will handle all claims, provided that the amount in question exceeds the deductible. It may conduct negotiations directly with the claimant as the representative of the policyholder and by agreement with the latter. AXA's settlement of the claimant's claims is binding on the insured. AXA is authorized to pay compensation to the claimant directly, without subtracting any deductible that may apply. In this case, the policyholder must reimburse the contractually agreed deductible to AXA. AXA is under no obligation to accept damaged goods. If no agreement is reached with the claimant and the latter takes legal action, AXA will appoint an attorney and manage the proceedings. Any compensation for proceedings and counterparty's legal expenses awarded to the insured are passed on to AXA in the amount of its benefits. Indemnification for personal efforts and expenses of the insured are excluded.

#### E3.2 Obligations of the insured

The insured may not, without AXA's consent, carry out any direct negotiations with the claimant, recognize any claims, reach any settlement, pay any compensation, or assign any entitlements arising from the insurance. In addition, the insured must assist AXA in handling the claim, in particular in investigating the circumstances and damage and in defending against claims.

### E4 Securing rights of recourse

---

Rights vis-à-vis third parties who can be held liable for the damage must be secured.

### E5 Establishment of liability

---

If the policyholder's liability for a loss is unclear, AXA may, at its expense, require that the case is settled in court between the policyholder and the claimant. AXA may order measures to establish, reduce or prevent a loss, or to safeguard or assert the rights of recourse. This does not, however, mean that AXA recognizes the loss.

### E6 Crisis communication (PR costs)

---

If the policyholder faces the threat of critical media reporting due to a loss event that is likely to be insured according to these GIC, AXA will reimburse expenditure on the immediate prevention or mitigation of potential reputational damage. AXA shall cover the costs of a PR agency appointed in consultation with AXA or by AXA in order to assist and support the policyholder, up to a maximum of CHF 50 000 per event. For costs in connection with crisis communication, no deductible applies.

## Part F Definitions

### F1 Carrier

---

A carrier is a party who transports goods on a commercial basis in return for payment.

### F2 Warehouse operator

---

A warehouse operator is a party who stores goods on a commercial basis in return for payment.

### F3 Forwarding agent

---

A forwarding agent is a party who ships or forwards goods on a commercial basis in return for payment.

### F4 Handling aids and equipment

---

Handling aids are defined as:

- pallets;
- pallet cages;
- boxes and crates;
- storage boxes;
- lashing straps, lashing chains, etc.

Handling equipment is defined as:

- lift trucks of all types;
- hand pallet trucks;
- platform trucks;
- mobile scissor lifting tables.

### F5 Lockout, civil unrest, terrorism

---

- Lockout is defined as the temporary release of employees from their obligation to work by an employer in a labor dispute, without continued payment of salary.
- Civil unrest is defined as violent or malicious acts committed during unlawful assemblies, riots or commotions caused by mobs and any related plundering.
- Terrorism is defined as any act or threat of violence to achieve political, religious, ethnic, ideological or similar aims. The act or threat of violence is intended to spread fear or alarm among the population or parts of the population or to influence a government or governmental institution.

### F6 Burglary

---

Burglary refers to loss or damage that can be proven conclusively on the basis of evidence, witnesses or circumstances. This also includes thefts by perpetrators who enter a building or room thereof by force, or break open a locked container therein. Site accommodation and containers are deemed to be the same as buildings. Theft through access using the correct keys, magnetic cards etc. or codes is deemed to be the same as burglary, provided that the perpetrator appropriated them by way of burglary or robbery.

### F7 Monetary assets

---

These include cash, credit and debit cards of all types, plastic money such as cash cards, tax cards, etc., checks and other means of payment, vouchers, subscriptions of all types, tickets and securities.

### F8 Bodily injury

---

Bodily injury refers to death, physical injury or other impairments to the health of individuals, including any resulting loss of assets or earnings.

### F9 Property damage

---

Property damage refers to the destruction of, damage to or loss of movable and immovable property, including any resultant loss of assets or earnings incurred by the claimant.

Death, injury and other impairments to the health of animals, and their loss, are deemed to be property damage. Functional but immaterial impairment of property does not constitute property damage.

### F10 Loss prevention costs

---

This refers to costs incurred due to loss prevention measures.

Loss prevention measures include any appropriate immediate measures taken to avoid the occurrence of an imminent insured loss.

### F11 Financial loss

---

Financial loss is a loss quantifiable in monetary terms which is not attributable to any property damage or bodily injury sustained by the claimant.

### F12 Insureds

---

#### F12.1 Policyholder

A policyholder is a natural person or legal entity, partnership, corporation or institution designated as the "policyholder" in the policy.

If the policyholder is a partnership or jointly liable community, the partners or jointly liable members are treated in the same way as the policyholder with regard to rights and obligations.

"Companies also covered by the insurance" as listed in the policy (such as subsidiaries) are also deemed to be policyholders.

#### F12.2 Policyholder's representatives

The policyholder's representatives, and persons entrusted with managing or supervising the company.

---

**F12.3 Employees and auxiliaries**

These terms denote the employees and other auxiliaries of the policyholder in connection with their activities for the insured company. Persons as defined in B1.3 are not included in this category.

---

**F13 Insurance year**

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



## **Need to file a claim?**

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

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

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

AXA.ch  
myAXA.ch (customer portal)