



General Insurance Conditions (GIC)

# Building Property Insurance

Version 06.2024

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# Key Points at a Glance

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

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?

Depending on the agreement, the following are insured: the buildings and their surrounding areas, the equipment and materials needed for the maintenance or use of the building, and the loss of rental income.

The insurance also covers certain costs that arise in connection with a claim such as the costs of removal and disposal, the costs of temporary security measures, the costs of installing emergency glass and doors, as well as the costs of accessing, repairing, and covering leaking pipes that convey liquid or gas.

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 (including events caused by natural hazards)
- earthquake
- burglary and robbery
- water
- glass breakage
- extended coverage

## What is not covered?

The insurance does not cover, for example:

- property, costs, and income 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
- 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 that is destroyed, damaged or missing as well as, for insured costs, and for insured rental income.

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

Any applicable deductible and any indemnity limits are specified in the application and the policy. In addition, the indemnity limits specified in these GIC apply to

- statutory insurance for damage caused by natural hazards
  - damage due to scorching
  - loss prevention costs
  - construction projects
  - consequential and complementary damage under glass breakage insurance
- as well as the deductible in the case of construction projects.

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

The premium as well as its due date are set out in the application and/or the policy. If the sum insured is automatically adjusted in line with inflation, the premium changes accordingly.

## What are the policyholder's main obligations?

Among other obligations, the policyholder must:

- immediately notify AXA of any claims and of any changes to the information contained in the application or the policy
- protect and save insured property
- maintain pipes and apparatuses connected to them and prevent them from freezing

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

If an insured event occurs, the policyholder or 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 of every 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 Contracts 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 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 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.

#### A3 Termination of the contract

##### A3.1 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 of every subsequent year by giving notice in writing or in another form of text (e-mail, for example).

##### A3.2 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.

##### A3.3 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.

##### A3.4 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.

##### A3.5 Termination in the event of a change of ownership

A11.3 applies.

##### A3.6 Termination in the event of an increase or decrease in risk

A10 applies.

##### A3.7 Termination in the event of multiple insurance coverage

A12.2 applies.

##### A3.8 Termination in the event of adjustments to the contract by AXA

A7.2 applies.

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

The indexed sums insured and premiums are adjusted to changes in the construction cost index at the beginning of each insurance year.

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

Limits pursuant to these GIC, sums insured on first loss (discretionary insured value), and insured rental income are not indexed.

#### 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

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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. A CHF 500 deductible applies in all cases to construction projects pursuant to C7. 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 loss of rental income

## A7 Adjustment to the contract by AXA

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### A7.1 Notification by AXA

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

- premiums
- deductibles
- indemnity limits for coverage of events caused by natural hazards pursuant to E7

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 that part of the contract affected by the change, or the entire contract, at the end of the current insurance year. At the end of the insurance year, those parts of the contract specified for termination by the policyholder will then expire. Notice of termination must be received 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

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**A8.1** Policyholders and eligible claimants are subject to a duty of care. They must implement suitable measures in order to protect insured property against the insured risks.

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

For the purposes of water insurance, insureds 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 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.

### A8.4 Duty of care and other obligations in the event of a claim

F1 applies.

## A9 Duty to provide information

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### 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

E3.2 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

A3 applies.

## A10 Increase or decrease in risk

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### A10.1 Duty to provide information

Any change in a material circumstance relevant to the assessment of the risk must immediately be notified to AXA in writing or in another form of text (e-mail, for example). 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 notice. The contract ends 30 days after 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.

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**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 the AXA's response. The period of notice is four weeks.

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**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.

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**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.

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**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.

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**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.

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

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**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.

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**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).

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**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.

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**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 Buildings

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

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- B1.1 Buildings**  
The insurance covers the buildings and parts of buildings specified in the policy.  
The sum insured must correspond to the new value (thus the costs of repair or reconstruction), unless coverage on first loss or at present value has been agreed.
- B1.1.1** The following applies if only the share of an individual condominium owner is insured: The insurance covers the premises to which the condominium owner is allocated the exclusive right of use, taking into account any of its special building appointments. The parts of the building and facilities used in common are insured up to the corresponding proportionate value of the insured condominium.
- B1.1.2** 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
- B1.1.3** Building components that are removed temporarily for maintenance or repair remain insured, irrespective of their location.

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

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- B1.2**
- special foundations
  - physical structures outside of the building
  - works of artistic or historical value
- in accordance with AXA's standards for building insurance. Cantonal provisions that differ from this remain reserved.

- B1.3** Property pursuant to C1.2, against damage caused by natural hazards.

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

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- B1.4** Special items and costs pursuant to B2.
- B1.5** Rental income pursuant to B3.
- B1.6** 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

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

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- B2.1 Costs of accessing pipes**
- the costs of accessing leaking pipes that convey liquid or gas
  - the costs of walling up or covering these pipes again once they have been repaired or replaced
  - the costs of these activities also for outside of the building, provided that these serve the insured building, the insured physical structures, or the insured and permanently installed property outside the building for whose maintenance the building owner is responsible.
- 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
  - repairing the area around the leak
- If the pipes serve multiple buildings, the costs are only covered on a pro rata basis.

**The insurance does not cover:**

- the costs of accessing pipes that were installed for operational reasons
- 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

- B2.2 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 demolishing the remaining parts of buildings that the claims handlers deem to have no value
- 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.
- The insurance does not cover the cost of removal and disposal of property outside the building ("damage to surrounding areas"). Indemnity for damage to surrounding areas is based on B2.11.

<p><b>B2.3 Cost of protecting and moving property</b> Costs that are not compensated by an insurer of chattels 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. Indemnity is paid only if full or partial compensation cannot be claimed from another insurer. There is no coverage for partition and recourse claims.</p>	<p><b>B2.10 Construction materials</b> Construction materials that belong to the owner of the building and are not yet a permanent part of the insured building.</p>
<p><b>B2.4 Costs of decontaminating soil and fire extinguishing water</b> Costs that the policyholder must incur due to public law orders in connection with contamination in order to:</p> <ul style="list-style-type: none"> <li>• test and, if necessary, decontaminate or replace the soil (including fauna and flora) on the land on which the property damage occurred</li> <li>• test and, if necessary, decontaminate and remove fire extinguishing water on the land on which the property damage occurred</li> <li>• transport the contaminated soil or fire extinguishing water to the next suitable disposal site, and to store or destroy it there</li> <li>• subsequently restore the land to the condition it was in prior to the occurrence of the loss event</li> </ul> <p>Costs in accordance with B2.4 are not considered to be removal and disposal costs within the meaning of B2.2. Indemnity is paid only if full or partial compensation cannot be claimed from another insurer. There is no coverage for partition and recourse claims.</p>	<p><b>B2.11 Damage to surrounding areas</b> Costs incurred by the policyholder for damage outside the insured building, 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, i.e.</p> <ul style="list-style-type: none"> <li>• costs – including costs of removal and disposal – of restoring the physical structures or permanent installations such as footpaths, stairs, retaining walls, garden sheds, flagpoles, antenna systems, solar panels, earth tubes, geothermal probes, pergolas, swimming pools (including fixed covers and parts), etc.</li> <li>• costs, including costs of removal and disposal for the restoration of the land itself and its replanting</li> <li>• the costs of repairing the parts of the building’s supply and drain pipes that the owner is responsible for maintaining</li> </ul> <p><b>The following are insured only by special agreement:</b></p> <ul style="list-style-type: none"> <li>• property pursuant to C1.2 against damage caused by natural hazards</li> </ul> <p><b>The insurance does not cover:</b></p> <ul style="list-style-type: none"> <li>• buildings or building components pursuant to B1</li> <li>• 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)</li> <li>• areas and woodland used for agricultural purposes</li> <li>• crops for commercial use including the soil they are grown in</li> <li>• damage from hail or snow loads to all plants and crops including products derived from them</li> <li>• damage resulting from work to improve the construction substrate as well as from excavation of the site</li> <li>• the costs of accessing pipes as defined in B2.1</li> <li>• damage sustained by protective installations while serving their normal purpose</li> </ul>
<p><b>B2.5 Costs of changing locks</b> Costs of changing or replacing:</p> <ul style="list-style-type: none"> <li>• keys, magnetic cards, and the like</li> <li>• locks to the buildings specified in the policy.</li> </ul>	<p><b>B2.12 Additional living expenses</b> Costs the building owner incurs from not being able to use the buildings or parts of buildings specified in the policy. Any cost savings are deducted.</p>
<p><b>B2.6 Provisional security measures</b> Costs of measures such as emergency doors, locks, glass protection and the like, to which AXA has agreed in advance.</p>	<p><b>Under B2, the insurance does not cover:</b></p>
<p><b>B2.7 Equipment and materials</b> Equipment and materials that are necessary for maintaining or using the insured building and the land belonging to it. The contents of coin-operated machines for non-commercial use in residential buildings are covered.</p>	<p><b>B2.13</b> Buildings and property pursuant to B1.</p>
<p><b>B2.8 Damage to buildings and theft of building components, building equipment / physical structures</b> The costs for repairing damage to buildings caused in connection with burglary or attempted burglary. The costs for the replacement of fixed building components, building equipment on and in the building, and physical structures outside the building but within the land belonging to it, are covered.</p>	<p><b>B2.14</b> Rental income pursuant to B3.</p>
<p><b>B2.9 Subsequent cost increases</b> The increase in building construction costs due to inflation between the occurrence of the loss and the completion of reconstruction. The indemnity period is limited to two years. The construction cost index on which the insurance contract is based applies for the calculation. Only the increased costs actually incurred are indemnified.</p>	<p><b>B2.15</b> Electronic data.</p>

## **B3 Rental income**

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

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### **B3.1 Rental income**

The insured loss of rental income refers to the actual loss of rental income due to rented rooms that are unusable. The loss must have occurred in the building specified in the policy. Moreover, the damage must have been caused by an event that is covered according to these GIC.

Barring special agreement, the indemnity period is limited to two years.

The calculation is based on the total gross rental income, including ancillary costs, for the buildings specified in the policy for the relevant declaration year (12 months).

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

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### **B3.2 Rental income pursuant to B3.1**

- in the event of damage caused by fire or natural hazards
  - in the event of damage caused by earthquakes
  - in the event of water damage at hotels, guesthouses with guest rooms, vacation homes, and vacation apartments
  - for extended coverage
- 

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

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**B3.3** Buildings and property pursuant to B1.

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

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## Part C

### Insured Risks and Losses

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

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

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##### C1.1 Fire

This includes:

##### C1.1.1 Fire damage

Loss or damage caused by:

- fire
- smoke (sudden and accidental impact)
- scorching to residential property that the policyholder owns and occupies
- 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
- rock slide
- rockfall
- landslide

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 from operational and managerial activities that experience has shown are likely to give rise to claims, such as on construction or civil engineering sites, on underground sites, or while extracting stone, gravel, sand or clay
- damage due to tremors caused when a man-made cavity collapses

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

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

- easily movable structures (e.g. sheds at exhibitions and events, large tents, airdomes and air-supported structures)
- greenhouses
- mobile homes, including their accessories

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##### Scope of coverage:

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**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 and insured rental income.

**C1.4** Scorch damage pursuant to C1.1.1 is limited to CHF 5,000 per event.

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##### The insurance does not cover:

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**C1.5** Damage caused by the intended or gradual effects of smoke.

**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** Crack damage caused by blasting. The insurance does, however, cover the repair of cracks on parts of buildings that must be repaired for structural reasons.

**C1.10** Damage caused by negative pressure (except implosion), water hammer, centrifuge breaks, and other operational effects caused by mechanical forces.

**C1.11** Damage resulting from snow loads affecting only roofing materials, chimneys, gutters, or drainpipes.

**C1.12** Damage resulting from earthquakes and volcanic eruptions pursuant to C2.

**C1.13** Damage caused by civil unrest and the measures taken against it pursuant to C6.1.1.

#### C2 Earthquakes

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

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##### 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.

<b>Scope of coverage:</b>		<b>C3.5</b>	Loss or damage resulting from civil unrest and the measures taken against it pursuant to C6.1.1.
<b>C2.2</b>	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 and insured rental income.	<b>C4</b>	<b>Water</b>
<b>C2.3 Subsidiary coverage</b>		<b>If specified in the policy, the insurance covers:</b>	
In cantons with cantonal earthquake insurance and a legal entitlement to indemnity, coverage for damage caused by earthquakes or volcanic eruptions is only subsidiary to the indemnity paid by the cantonal earthquake insurance.		<b>C4.1</b>	<b>Water</b>
<b>The insurance does not cover:</b>		Damage caused by:	
<b>C2.4</b>	Damage due to tremors caused when man-made cavities collapse.	<b>C4.1.1</b>	Water or other liquids leaking from
<b>C2.5</b>	Damage caused by civil unrest and the measures taken against it pursuant to C6.1.1.	<ul style="list-style-type: none"> <li>• pipe systems intended to transport liquids inside of the insured building</li> <li>• equipment and apparatuses that are connected to these pipe systems</li> <li>• pipe systems that transport liquids that supply the insured building, physical structures or any permanently installed property outside the building for whose maintenance the building owner is responsible or that serve only the insured building</li> </ul>	
<b>C3 Burglary and robbery</b>		<b>C4.1.2</b>	Liquids leaking from tanks and permanently installed heating, air conditioning, or cooling apparatuses and systems that serve the insured building or the businesses located in it.
<b>If specified in the policy, the insurance covers:</b>		<b>C4.1.3</b>	Water leaking suddenly and accidentally from ornamental fountains, aquariums, waterbeds, portable air conditioners, humidifiers, and pools.
<b>C3.1</b>	<b>Burglary and robbery</b>	<b>C4.1.4</b>	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.
Loss or damage that can be proven conclusively on the basis of evidence, witnesses, or circumstances:		<b>C4.1.5</b>	Backflow from the sewage system.
<b>C3.1.1</b>	<b>Burglary</b>	<b>C4.1.6</b>	Groundwater or water originating from underground inside the building, also as a consequence of high water or flooding, provided that the water only entered the building underground.
Theft by offenders who break into a building or a room in a building by force, or break open a locked container therein. Movable structures, e.g. tool sheds, are deemed to be the same as buildings.		<b>C4.1.7</b>	Frost damage to water pipes: Coverage of the costs of repairing and thawing frost-damaged pipe systems and apparatuses connected to them, installed inside the building. The insurance also covers the pipes in the ground outside the insured building, or the physical structures or permanently installed property outside the building and the building owner is responsible for maintaining these pipes.
The following acts are deemed to be the same as burglary:		If these pipes serve several buildings, the costs are only covered on a pro rata basis.	
<ul style="list-style-type: none"> <li>• theft through gaining access using the correct keys, magnetic cards, and the like, or using codes, if the offender appropriated these by way of burglary or robbery</li> <li>• escape theft: theft committed by an offender who uses force to escape from a building or a room within a building</li> </ul>			
<b>C3.1.2</b>	<b>Robbery</b>	<b>Scope of coverage:</b>	
Theft with the threat or use of force directed against the insured, their employees, or persons living with them in the same household.		<b>C4.2</b>	The insurance covers insured property that is destroyed, damaged or lost as the result of water damage, plus any resulting insured costs and insured rental income.
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.		<b>C4.3</b>	The insurance also covers costs in connection with leaking or frozen pipes carrying liquids or gas in the event of: <ul style="list-style-type: none"> <li>• unexpected loss of liquid or gas</li> <li>• the provisional supply of the insured building</li> </ul>
<b>Scope of coverage:</b>		<b>C4.4</b>	The insurance covers the costs of searching for and locating liquid or gas intakes or leaks regardless of the cause, and even if not in connection with a burst pipe, up to a maximum of CHF 2,000.
<b>C3.2</b>	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.	<b>C4.5</b>	The costs of accessing pipes are insured within the framework of B2.1.
<b>The insurance does not cover:</b>			
<b>C3.3</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>C3.4</b>	Damage caused by fire and events caused by natural hazards pursuant to C1 or from earthquakes and volcanic eruptions pursuant to C2.		

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**The insurance does not cover:**

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- C4.6** Damage to the facilities (technical installations, machines, and apparatuses) themselves connected to pipe systems that was caused by liquids leaking inside them.
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- C4.7** Damage caused when filling and emptying liquid containers, heating oil tanks, heating and pipe systems, as well as when conducting maintenance work.
- 
- C4.8** Damage to cooling systems caused by artificially produced frost.
- 
- C4.9** Damage to the apparatuses and facilities specified in C4.1.2 caused by the mixing of different fluids or gases within these systems.
- 
- C4.10** Damage due to rain, snow, or meltwater
- to roofs: support structures, insulation, and roof covering with underlay
  - to the facade: exterior walls including insulation
  - to all elements belonging to the building envelope, such as windows, doors, cladding, and panels
- 
- C4.11** Thawing out and repairing gutters and exterior drainpipes.
- 
- C4.12** Costs of removing snow and ice.
- 
- C4.13** 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.
- 
- C4.14** Backflow damage for which the owner of the sewage system is liable.
- 
- C4.15** Damage caused by ground subsidence or poor construction substrate.
- 
- C4.16** 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.
- 
- C4.17** Damage due to poor building maintenance or the failure to take preventive measures.
- 
- C4.18** Costs of rectifying the cause of the damage itself and of maintenance and loss prevention measures. The provisions specified in B2.1 (costs of accessing pipes) and C4.1.7 (frost damage) remain reserved.
- 
- C4.19** 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.
- 
- C4.20** Damage caused by civil unrest and the measures taken against it pursuant to C6.1.1.

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**C5 Glass breakage**

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

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- C5.1 Glass breakage**  
This includes breakage of:
- C5.1.1 Glass on buildings**  
Glass (including facades and wall claddings made of glass and glass bricks) that is permanently connected to the insured building.  
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 solar panels
  - breakage of glass on dome lights
  - breakage of glass on physical structures and permanently installed property outside of the insured building but within the property
  - the costs of emergency glazing
  - the costs of engraving, laminating, etching, sandblasting, etc. in the event of broken glass
- C5.1.2 Sanitary facilities**  
Washbasins, sinks, toilets, cisterns, urinals, separating walls and bidets.

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

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- C5.2** Restrictions in coverage to shared premises.

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**Scope of coverage:**

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- C5.3** The insurance covers breakage of insured glass and sanitary facilities.
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- C5.4** Materials similar to glass are deemed to be the same as glass if used instead of glass.
- 
- C5.5** 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.
- 
- C5.6** The sum insured for glass on buildings and sanitary facilities also includes:
- C5.6.1** Consequential and complementary loss or damage from insured glass breakage up to a maximum of CHF 5,000; however, without replacement of fittings of any kind (in particular the mixer tap)
- C5.6.2** In rooms used by the policyholder and their family members:
- chipping damage to sanitary facilities in accordance with C5.1.2
  - damage in the form of broken or chipped bathtubs or shower trays

<b>The insurance does not cover:</b>	
<b>C5.7</b>	Damage to light fixtures and lighting products of all kinds.
<b>C5.8</b>	Damage that occurs when third parties (e.g. workers, etc.) work on glass parts of buildings, their frames, or on sanitary installations.
<b>C5.9</b>	Damage to display screen glass and displays of all kinds.
<b>C5.10</b>	Damage due to ground subsidence, poor construction substrate, poor building maintenance, and faulty construction pursuant to C4.16.
<b>C5.11</b>	Damage resulting from fire and events caused by natural hazards pursuant to C1 or from earthquakes and volcanic eruptions pursuant to C2.

## **C6 Extended coverage**

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

### **C6.1 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 buildings 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:

- damage to objects during erection an erection equipment as well as construction works and construction equipment
- 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 objects during erection and erection equipment as well as construction works and construction equipment
- damage due to glass breakage
- damage caused by the policyholder's own or third-party employees working for the business as well as damage or loss caused by persons living in the insured building, unless such damage is in connection with a strike or 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 as well as construction works and construction equipment

### **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 as well as construction works and construction equipment

### **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 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 as well as construction works and construction equipment

### **C6.1.7 Martens, rodents, and insects**

Destruction of or damage to insured property by martens, rodents such as rats and mice, or insects.

The insurance does not cover:

- damage by pets or any privately or commercially kept animals
- damage by wood pests
- the removal of nests of any kind
- the costs of the removal of and defense against martens and rodents, as well as insect control

### **C6.1.8 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 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 property having been stolen, lost, misplaced, or disappearing inexplicably, or due to inventory shortage
- i) loss as a result 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 or the failure to take preventive measures
- p) damage as a direct consequence of foreseeable influences of 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 related input, output, data storage devices, network equipment or backup devices.

Electronic controls of technical devices, machinery an 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)

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**The insurance does not cover:**

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- 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.



## C7 Construction projects

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### The insurance covers:

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

The insurance covers loss:

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

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

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### Regardless of the contributing causes, the insurance does not cover:

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**C7.2** Damage in the event of new construction of and extensions involving the roof, the facade, or the outside of the insured building.

**C7.3** Damage as a result of mistaken demolition or disassembly.

**C7.4** Damage due to the normal effects of weather that can be expected given the season and local conditions.

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**C7.5** The cost of remedying any defects such as faulty workmanship or planning.

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**C7.6** The cost of repairing exposed cracks, even if watertightness is compromised by the cracks. The insurance does, however, cover the costs of repairing cracks on any part of a building that must be repaired for structural reasons.

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**C7.7** The cost of repairing cosmetic defects, even if they are the result of an indemnifiable event.

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**C7.8** The cost of repairing scratches and stains on all types of surfaces as well as the cost of repairing acid burn on building parts of all types due, in particular, to cement fluid, damage caused by spray painting and graffiti, and operational damage to technical installations.

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**C7.9** Contractual penalties due to non-compliance with completion and acceptance deadlines or other obligations and other financial loss.

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**C7.10** The cost of damage caused culpably by a contractor involved in the construction of the building or for which this contractor is liable. In such cases, necessary and reasonable legal costs are covered.

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**C7.11** Work that affects the stability of the load-bearing structure.

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**C7.12** Damage resulting from fire and events caused by natural hazards pursuant to C1 or from earthquakes and volcanic eruptions pursuant to C2.

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**C7.13** Damage caused by civil unrest and the measures taken against it pursuant to C6.1.1.

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## Part D

# General Exclusions

### D1 General exclusions

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

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**D1.2** In the event of

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

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

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

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**D1.4** 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

## Indemnity

### E1 General

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- E1.1** The indemnity is limited to the sum insured specified in the policy for each group or coverage module.
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- E1.2** 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.
- 
- E1.3** Personal sentimental value is taken into account only if this was expressly agreed.
- 
- E1.4** The costs of loss mitigation are also reimbursed within the scope of the sums insured. If these costs, together with the indemnity, 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.
- 
- E1.5** The indemnity also includes construction management costs if an insured event occurs and AXA has approved or ordered the involvement of experts in the settlement of the claim.
- 
- E1.6** In connection with fire and events caused by natural hazards, the costs of reasonable and suitable immediate measures to prevent the occurrence of imminent insured damage at the insured location are also covered. Indemnity is limited to CHF 5,000.
- 
- E1.7** 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.

### E2 Buildings

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

This also applies if the reconstruction or repair:

- is not carried out by the insured, by his or her legal heirs pursuant to family or inheritance law, or by a person who, at the time of the event, held a legal right to acquire the building
- is not possible because of administrative orders

- 
- E2.4** The fair market value of a building is deemed to be the market price at the time immediately prior to the insured event, not taking into account the value of the land (lot, preparation and work on the surroundings, development and proportionate ancillary construction costs). In the event of a claim, this fair market value can be established by an independent expert.
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- E2.5** In the case of demolition properties, the replacement value equals the proceeds that could have been realized from the property without the land (demolition value).
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- E2.6** If, due to neglect, the present value of the building at the time of the loss is less than 50% of the new value, the present value is indemnified.

### E3 Special items and costs

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- E3.1** Indemnity for the following is determined in accordance with B2:
- Costs of accessing pipes
  - Costs of removal and disposal
  - Costs of protecting and moving property
  - Costs of changing locks
  - Costs of provisional security measures
  - Subsequent cost increases
  - Damage to the surrounding areas
  - Additional living costs
- 
- E3.2** If the policyholder is ordered to decontaminate the soil and fire extinguishing water pursuant to B2.4 after a loss event, the cost is compensated, provided that the orders 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 immediately after the date of issue
  - 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.
- 
- E3.3** Equipment and materials in accordance with B2.7 are indemnified at new value (cost of buying a replacement). If damaged property can be repaired, AXA covers the cost of the repair, provided this is not higher than the new value of the property. Property that can no longer be used is compensated at present value.

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**E3.4** In the case of damage to buildings, the insurance covers the cost of the actual repairs in accordance with B2.8.

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**E3.5** Construction materials pursuant to B2.10 are covered at their market price.

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## **E4 Rental income**

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**E4.1** Lost rental income is only indemnified if it relates to an insured loss event. The deciding factor is the legal and contractual circumstances at the time of the event.

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**E4.2** The amount indemnified is the difference between the income actually generated during the insured indemnity period and the income to be expected during the indemnity period from the rental or lease of the building, the building section, or parts of them had the event not occurred. Any costs saved are deducted.

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**E4.3** If the loss of rental income increases due to a public-law order, the additional loss of rental income is compensated only if the order is based on ordinances that were in effect when the insured event occurred.

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## **E5 Construction projects**

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

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**E5.1** The costs of restoring the insured construction project to the condition that it was in immediately prior to the insured event.

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**E5.2** The costs of restoring the existing building specified in the policy to the condition that it was in immediately prior to the insured event.

The following are not indemnified:

- additional costs that arise due to a change in the construction method or due to improvements made during the restoration as compared to the condition immediately prior to the loss event
  - a loss in value following completion of restoration or repair
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## **E6 Underinsurance**

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**E6.1** 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. The automatic adjustment of sums insured pursuant to A4 must be taken into account where necessary.

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**E6.2** 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.

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**E6.3** 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.

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**E6.4** If rental income is insured pursuant to B3.1 and the gross rental income underlying the contract was defined as

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too low, the loss will be reimbursed only in the ratio of the declared income to the actual income. In this case, the declaration year (twelve months) mentioned in the policy serves as the basis.

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## **E7 Indemnity limits for events caused by natural hazards**

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**E7.1** The following limits apply to indemnities that are based on insurance for damage due to natural hazards in accordance with the Insurance Supervision Ordinance (ISO):

**E7.1.1** 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 E7.1.2 remains reserved.

**E7.1.2** 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.

**E7.1.3** Indemnities for damage to chattels and buildings may not be cumulated.

**E7.1.4** Damage with separate temporal and spatial aspects constitutes a single event if it originates from the same atmospheric or tectonic cause.

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## **E8 Payment of indemnity**

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**E8.1** 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.

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**E8.2** 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

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## **E9 Condominiums**

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**E9.1** If a co-ownership share is insured, the replacement value of this co-ownership share will be determined in the event of a claim. Any special building appointments and the proportional value of the parts of the building and facilities used in common also belong to the insured co-ownership share. If the sum insured is less than the replacement value, E6 applies (underinsurance).

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**E9.2** The following applies if the community of condominium owners insures the whole building:

**E9.2.1** If a condominium owner has forfeited their claim for indemnity, AXA remains nevertheless obligated to indemnify the remaining condominium owners for their shares. If the insured event was caused intentionally, the condominium owner responsible for having caused the forfeiture must repay AXA this amount. The right of recourse in accordance with statutory provisions remains reserved.

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- E9.2.2 The other condominium owners may request that AXA also provide them with the claim forfeited by the condominium owner if and provided that
- this additional indemnity is used to restore the parts of the property used in common and
  - the lienor of the co-ownership share whose owner forfeited their right agrees with this provision, and
  - the remaining condominium owners are not indemnified directly by the condominium owner who has forfeited their right.
- The obligation to repay and the right of recourse under E9.2.1 apply also to this additional expense.
- E9.2.3 Any additional living expenses pursuant to B2.12 are paid to the condominium owners association.

## **E10 Protection of the lienor**

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- E10.1** If a right of lien has been entered in the land register or the creditor has registered their right of lien with AXA in writing or 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 the right to be indemnified through the insurance.
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- E10.2** In the case of a lien on a condominium share, the insurer's obligation under E9.2.2 is reduced commensurately with AXA's indemnity to the lienor.
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- E10.3** The lienor is not covered if they are the eligible claimant or if they caused the damage intentionally or through gross negligence.

## **E11 Statute of limitations and forfeiture**

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### **E11.1 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.

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### **E11.2 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 F

## Claims

### F1 Obligations

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- F1.1** 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 information 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
  - at their own expense, provide the information required to substantiate the indemnity claim and 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
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- F1.2** 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 recover the missing property
  - notify AXA immediately once possession of lost property is recovered or information regarding such property is received

### F2 Loss assessment

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- F2.1** 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 F3.
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- F2.2** 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 the value of the insured property at the time of the event.
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- F2.3** 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.
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- F2.4** AXA is under no obligation to accept recovered or damaged property.
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- F2.5** AXA can decide who will perform the repair work. The indemnity may be paid in cash or in kind.
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### F3 Loss adjustment procedure

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- F3.1** The following principles apply to the expert loss adjustment procedure:
- F3.1.1** 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.
- F3.1.2** 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.
- F3.1.3** 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. If there are any discrepancies between the assessments, the umpire decides on the remaining points in dispute within the upper and lower limits of both assessments.
- F3.1.4** 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.
- F3.1.5** Each party pays the costs of their own expert. Each party shall bear one half of the costs of the umpire.



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