

GENERAL TERMS AND CONDITIONS FOR TRANSPORT LIABILITY INSURANCE

(BP GCLI 2006)

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BASIC PROVISIONS (BP GCLI 2006)

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The following parties shall be deemed equivalent to the policyholder in these Terms and Conditions: the insured person, as well as all persons entrusted with the management or supervision of the policyholder's or the insured person's business.

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A. Term of insurance

Article 1 Contractual term

The insurance contract commences on the date specified in the policy and covers loss/damage caused during the **contractual term**. If it is concluded for a period of one year or longer, it shall be renewed for one further year in each case unless it is terminated in written or electronic form at least three months prior to its expiry. Notice of termination is considered to have been given in a timely manner if it is received by the insurer or the policyholder by no later than the last day before the start of the three-month period.

Article 2 Termination in the event of a claim

If the insurer has to provide benefits in the event of a claim, the contract can be terminated by either Party in written or electronic form at the latest when the compensation is paid out. If the contract is terminated, the insurer's liability shall expire 14 days after the other Party has received the notice of termination. The insurer remains entitled to the premium for the current insurance period if the policyholder terminates the contract during the year following the year in which the contract was concluded.

B. Limitation of cover

Article 3 Limit of indemnity

The limit of indemnity is the maximum amount of compensation, including costs, that can be paid out for each claim. An increase can be agreed before the commencement of each insured risk in return for an additional premium. If several injured parties are affected by the same event, the total compensation paid out by the insurer is limited to the limit of indemnity. Compensation for loss/damage will be paid out in full - as part of the cover granted - up to the amount of the limit of indemnity (cover on a first-loss basis).

C. Policyholder's duty to notify

Article 4 Duty to notify upon conclusion of the contract

The policyholder must inform the insurer, without having to be asked to do so, of all circumstances that could impact the assessment of the risk. The policyholder remains obliged to do so even if it can be assumed that these circumstances are already known to the insurer or the latter's representative. If insurance is taken out for the account of a third party or by an authorised representative of the policyholder, the insurer must also be informed of the circumstances that are known, or ought to be known, to the insured person or the authorised representative. Any information concealed, any deception or any deliberately false or distorted information shall render the contract null and void.

Article 5 Aggravation of risk

If the policyholder is responsible for a material aggravation of risk, the insurer is no longer bound by the contract for the subsequent period. If, however, an aggravation of risk has occurred without the policyholder's involvement, the latter must notify the insurer as soon as the policyholder becomes aware of it, otherwise the cover shall lapse upon the occurrence of the aggravation of risk.

D. Premium calculation, premium payment and premium refund

Article 6 Registration process

The policyholder is obliged to provide the insurer with the necessary information for the premium calculation. The policyholder must correct any errors or omissions as soon as they are discovered. The insurer is entitled to consult all documents of the policyholder that relate to the insured orders. It must treat all information obtained within this context as confidential.

Article 7 Intentional breach of the reporting obligation

If the policyholder has intentionally failed to provide the information required to calculate the premium on time, or has not been truthful with the information provided, the insurer's duty to indemnify shall be suspended from the time at which this reporting obligation was breached. Furthermore, the insurer is entitled to cancel the contract without notice, but shall remain entitled to the premium for the time until the contract lapses.

Article 8 Premium payment

The premium is due when invoiced. If the premium due is not paid, the policyholder shall be requested, in written or electronic form, to make payment within 14 days of the reminder being sent, with information being provided on the consequences of default. If the reminder is issued to no avail, the insurer is entitled

- a. to take legal action to assert its claim and
- b. to either refuse to insure future shipments until the premium that the policyholder has defaulted on has been paid
- c. or to cancel the policy without notice.

Article 9 Offsetting premiums against claims

The insurer is entitled to offset premiums that have not been paid against the indemnity.

Article 10 Premium refund

In the event of premature cancellation or termination of the insurance contract, the premium is only owed for the period up until the time at which the contract is cancelled. The provisions set out in Article 2 remain reserved.

E. Obligations in the event of a claim

Article 11 Claim report, investigation of the facts of the case and rescue measures

The policyholder shall notify the insurer without delay of any loss event of which he/she becomes aware, or of any claims for damages asserted against him/her, shall assist the insurer in investigating the facts of the case and defending against unjustified claims, and shall follow the insurer's instructions. Furthermore, in the event of a claim, the policyholder has to take measures without delay to ensure that the goods are protected and rescued, as well as to mitigate the loss/damage. The insurer can also intervene itself. In the event of a traffic accident or a scenario involving theft, the police must be notified immediately and asked to prepare an incident report. Without the insurer's consent, the policyholder is not authorised to acknowledge liability claims in full or in part, to make payments to the claimant with binding effect for the insurer or to accept compensation offered by third parties.

Article 12 Safeguarding rights of recourse

Rights vis-à-vis third parties who may be held liable for the loss/damage must be safeguarded.

Article 13 Breach of obligations

If one of the above-mentioned obligations is breached, the insurer is released from any obligation to indemnify.

F. Claim for compensation and determination of liability

Article 14 Claim for compensation

Anyone asserting a claim for compensation must demonstrate that loss/damage has occurred for which the insurer can likely be held liable. For this purpose, all necessary documents (invoices, freight documents, police reports, statements of loss, incident reports, expert reports, etc.) must be submitted along with the invoice for the loss/damage.

The damaged goods must not be made available to the insurer.

Article 15 Determination of liability

If there is any doubt as to the policyholder's liability, the insurer is entitled to demand that a decision settling the case between the policyholder and the claimant be made in court at the insurer's expense. The measures ordered by the insurer in order to determine, mitigate or prevent loss/damage or to safeguard or assert rights of recourse shall not be tantamount to acknowledging the loss/damage.

G. Legal issues

Article 16 Payment obligation

The indemnity shall fall due for payment four weeks after the date on which all supporting documents allowing the insurer to verify the accuracy of the claim have been submitted.

Article 17 Assertion of rights of recourse

The policyholder assigns all claims for damages against third parties to the insurer. This assignment becomes effective as soon as the insurer has fulfilled its obligation to indemnify. The policyholder must sign a deed of assignment at the insurer's request. The insurer is entitled to require the policyholder to assert the rights of recourse in his/her own name. The costs shall be borne by the insurer, who is entitled to appoint and instruct the policyholder's lawyer.

Article 18 Limitation

Claims arising from this insurance contract shall become statute-barred two years after the scenario giving rise to the obligation to indemnify occurred.

Article 19 Applicable law and place of jurisdiction

The contract shall be governed by Swiss law. The place of jurisdiction is (the place where the insurer has its registered office) unless another place of jurisdiction is a mandatory legal requirement.

Article 20 Relationship with the Insurance Contract Act (ICA)

The following articles of the Federal Act of 2 April 1908 on Insurance Policies (version dated 1 January 2022) do not apply:

Articles 3, 3a, 6, 14 (2 -4), 20, 21, 28 -32, 38, 42, 46, 46b, 46c, 47, 50, 60 (1^{bis}), 95c. The other provisions of this Act are only applicable insofar as the terms and conditions of the contract do not deviate from them.

Article 21 Insurer contacts

All notifications to the insurer shall be addressed either to its Swiss head office or to the agency that issued the policy.