



Basellandschaftliche Gebäudeversicherung

Prävention Feuerwehr Versicherung



Conditions for **Building Insurance**

Valid from 1 January 2018

A. Basics and purpose

1. Background

These building insurance conditions are an excerpt from the following legally binding statutes:

- a. Law of 12 January 1981 on the insurance of buildings and real estate (Property Insurance Act) (G)
- b. Government Council Regulation of 1 December 1981 on the Property Insurance Act (Vo)
- c. Regulations of 26 October 1988 for the Property Insurance Act (Re)
- d. Regulations of 2 December 1988 for Building Assessment (RS)
- e. Decision of the Administrative Commission of 20 September 2017

2. Purpose

The purpose of these conditions is to assist policyholders in obtaining an overview of the essential legal basis of the insurance relationship.

B. Insured items

1. Compulsory insurance (G § 9)

All buildings in the canton must be insured against damage from fire and natural hazards by Basellandschaftliche Gebäudeversicherung (BGV). No other insurance is permitted.

2. Concept of building (Vo § 1)

- ¹ A building in accordance with § 9 of the Property Insurance Act is deemed to be any product of construction work which is suitable for the accommodation of persons, animals or property, serves a lasting purpose and which complies with the recognised rules of construction.
- ² Mobile and small structures are not considered to be buildings.
- ³ Operational buildings are any objects that are only temporarily erected, buildings without foundations and inflatable halls.
- ⁴ Small structures are items with a value of less than CHF 1,000 (based on 1 January 1940).

3. Building unit (RS § 3)

- ¹ Every item that is structurally a unit is in principle assessed and insured individually as a building.
- ² Condominiums are assessed as a whole and insured as one building.

4. Insured fixtures (Vo § 2)

- ¹ The building insurance also covers:
 - a. in a residential property all fixtures, with the exception of furnishing and movable household appliances;
 - b. in all other buildings, the integrating, stationary parts and all the fixtures belonging to the owner and permanently connected to the building, with the exception of equipment used for operational purposes only, such as machines and apparatus, including associated structural fixtures (bases, foundations, etc.); for dwellings in such buildings, point a applies as appropriate.

- ² Uninsured fixtures are fixtures installed by the lessee or tenant and which are not expected to form part of the building.

5. Insurance of items similar to buildings (G § 22)

The owner can insure items with BGV similar to buildings against fire, weather and water damage.

6. Items similar to buildings (Vo § 19)

- ¹ Items similar to buildings (G § 22) are:
 - a. self-contained structures made of durable material such as private bridges, water tanks, wells, stairs, jetties, swimming pools, retaining walls and similar;
 - b. small buildings in accordance with Vo § 1 paragraph 4;
 - c. garden fences and enclosures of all kinds.
- ² They are insurable if they comply with the accepted rules of construction.

7. Beginning and end of insurance (G § 10)

- ¹ Compulsory insurance for new buildings and value-adding extensions begins with the commencement of construction work.
- ² The compulsory insurance ends with cancellation or a total loss of the building.

C Insurance values

1. Insurance values (G § 11)

- ¹ The buildings are insured at their replacement value.
- ² BGV, assuming good reasons to do so, may insure a building at fair value or agree with the owner on a fixed sum insured.

2. Replacement value (Vo § 3)

The replacement value (G § 11) is the cost that is necessary for the new construction of a building of the same type, size and construction.

3. Relevant costs (RS § 6)

The replacement value insurance covers the costs for

- a. excavation, shell construction, installations and final construction of the building at commercial prices,
- b. architect and Engineer fees,
- c. grants,
- d. construction time insurance,
- e. financing from the start of construction.

4. Fair value (Vo § 4)

The fair value (G § 11) is the replacement value less the depreciation that has occurred since the construction of the building due to age, wear and tear or other reasons.

5. Market value (Vo § 5)

The market value (G § 17 paragraph 4) is the commercial value of the building without land. The total value of the property is used to determine the market value. When determining the land value, all advantages, such as location, possibilities for construction and use as well as all charges on the property, have to be taken into account.

6. Exceptions to the replacement value insurance (Vo § 6)

- ¹ The replacement value insurance may exclude:
- buildings that are not restored after a possible claim;
 - buildings expected to be restored for a completely different purpose after a possible claim;
 - historical buildings.

7. Exclusion from replacement value insurance (RS § 7)

If the fair value of a building does not amount to at least 50% of the replacement value, the management can insure it only at fair value or for a fixed sum insured.

8. Construction cost change (G § 12)

The Administrative Commission is required to take into account significant changes in the construction costs annually through a general increase or reduction of the insurance values. There is an exclusion for fixed sums insured under G § 11 paragraph 2.

D Determination of insurance values

1. Procedure for new buildings and conversions (Vo § 9)

- ¹ In the case of new buildings, extensions and conversions (G § 10 paragraph 1), the building permit authorities must issue the building permit to the building owner with the building permit and send a copy of the building permit to BGV.
- ² The owner must provide BGV with all information required for the insurance before commencement of the construction (registration).
This also applies to structural changes that do not require a building permit.
- ³ BGV provides the owner with an insurance certificate.
- ⁴ The owner must report the completion of the building or the conclusion of structural changes to the municipality or BGV, at which point the insurance value is determined.
- ⁵ A complete or partial demolition of a building must be reported in writing to BGV by the owner.

2. Building assessment, insurance values (Re § 1)

- ¹ The owner must report the building to the municipality or the building insurance company after the completion of the building or after completion of value-adding extensions.
- ² A building is deemed to be completed when it is ready for occupancy.
- ³ Based on the registration, BGV decides whether the insurance values should be determined by assessment or whether the existing insurance values should be increased without the need to visit the building.
- ⁴ As a rule, the assessment must be made within 3 months of notification. It is made by expert valuers.
- ⁵ The building owner must attend the assessment or, if prevented, appoint a representative; he is required to provide the information necessary for the correct assessment of the building and to submit building plans and building accounts for inspection.
- ⁶ The valuers are entitled, as far as necessary for the assessment, to enter all rooms of the building.

⁷ A valuer may not participate in an assessment if he is connected or related to the owner, was involved in the creation of the item or is biased for any other reason.

⁸ The insurance values must be disclosed by BGV in writing to the owner.

3. Verification of insurance values (Vo § 7)

The building owner and BGV can request the verification of the insured value of a building at any time.

E Premiums and prevention and intervention contributions

1. Basic premiums for building insurance (G § 32)

The type of construction is critical for the calculation of the basic premiums.

2. Prevention and intervention contributions (G § 34a)

- ¹ In addition to the insurance premium, the building owners also pay earmarked contributions to finance contributions for the government, preventive and intervention protection of persons against fire damage and of buildings and fixtures against fire and weather damage (in short: prevention and intervention contributions).
- ² The prevention and intervention contributions must be proportionate to the insurance premium.

3. Principles of building classification (Re § 5)

- ¹ On the basis of their design and the possible extent of damage associated with fire and natural hazard events, buildings are divided into three building classes.
- ² Each building as a whole is allocated to only one building class.
- ³ Wood, metal and plastic support structures are considered fire resistant when clad and F90 compliant.
- ⁴ Facades are particularly considered to be at risk if made of
- wood
 - metal
 - fibre cement boards
 - glass
 - curtain facades in light construction
 - exterior insulation
 - wood frame

4. Building classes (Re § 6)

- ¹ **Building class 1** comprises buildings with a fire-resistant load-bearing structure and non-endangered façade. Both requirements must be met at least 50% each.
- ² **Building class 2** comprises buildings
- whose supporting structure is less than 50% fire-resistant and whose façade is less than 50% at risk.
 - whose supporting structure is more than 50% fire-resistant and whose façade is more than 50% at risk.
- ³ All other building types fall into **building class 3**, subject to the regulation (of § 7).

⁴ Buildings whose total roof area is not at least 50% protected fall into building classes 2 or 3.

⁵ Protected roofs are:

- a. roofs which are covered in particular with bricks, fibre cement boards, natural stone or sheet metal.
- b. flat roofs, which are at least half provided with a protective layer.

⁶ Unprotected roofs are:

- a. roofs that are covered with glass, plastic or similar.
- b. roofs that are covered with films, bitumen and similar without protective layer.

⁷ The protective layer is a layer of gravel, cement slabs or similar material.

5. Special regulation for purely residential buildings (Re § 7)

Buildings used exclusively for residential purposes are rated no higher than building class 2.

6. Supplements for increased risk of damage and compensation (G § 34)

¹ If a building or a property is subject to an increased risk of damage or if increased compensation is to be expected, a premium supplement may be levied.

² If the risk affects adjoining buildings or properties, the premium supplement must also be paid for them. The owner charged may reclaim the premium supplement from the responsible party, unless otherwise agreed by contract.

7. Supplements (Re § 10)

¹ Supplements on premiums and prevention and intervention contributions are charged for buildings and land which are subject to an increased risk of damage, which have technical defects or which are likely to incur increased repair costs.

² Supplements for premiums and prevention and intervention contributions are fixed at a special rate and graded according to the following criteria:

- a. according to the size and spaciousness of the building
- b. type of use
- c. damage probability
- d. statistically determined claims history
- e. the possible extent of damage

³ The supplements on premiums and prevention and intervention contributions for buildings and land may be reduced if effective preventive measures have been taken.

⁴ The supplements on premiums and prevention and intervention contributions may be increased if the preventive measures are insufficient.

8. Risk increase and reduction (G § 35)

¹ The owner must notify BGV of any significant increase in risk within one month.

² If the owner has not indicated the essential risk increase, BGV will require the foregone insurance premiums and prevention and intervention contributions.

³ In the event of a risk reduction, the insurance premium and the prevention and intervention contribution must be adjusted from the time when the owner of BGV reported the change in writing.

9. Premiums and prevention and intervention contributions for building insurance (Re § 8)

¹ The rates of the basic premiums for the building classes and for the prevention and intervention contributions are set by the Administrative Commission at the end of each year for the following financial year.

² The rates for the building insurance premiums and the prevention and intervention contributions also apply to items similar to buildings.

³ For each item, the minimum charge is CHF 8.65 for the building insurance premium and CHF 3.35 for the prevention and intervention contributions.

⁴ For partial invoices amounts under CHF 10 are not charged. Credits for building insurance premiums and prevention and intervention contributions of less than CHF 10 will not be refunded.

⁵ If a change of ownership occurs during the year, no offsets of building insurance premiums and prevention and intervention contributions will be made.

10. Start of payment for building insurance premiums and prevention and intervention contributions (Re § 11)

¹ For the insurance during the construction period, the rates for the building insurance premiums and the prevention and intervention contributions for the value of the completed building will apply. They will be charged retroactively from the start of construction.

² BGV may require partial payments for building insurance premiums and prevention and intervention contributions. These will be offset after completion of the construction project with the definitive building insurance premium and prevention and intervention contributions.

11. Maturity and collection (G § 37)

¹ The insurance premium and the prevention and intervention contributions are collected annually. They must be paid within 30 days after invoicing.

² If the insured value or the risk of loss changes during the calendar year, the insurance premium and the prevention and intervention contribution must be adjusted to the new circumstances. For partial months they are charged in full.

³ In a claim, the insurance premium and the prevention and intervention contribution for the current year are owed in full.

12. Liability (G § 38)

¹ The purchaser and the seller of a building or property are jointly and severally liable to BGV for any outstanding insurance premiums and prevention and intervention contributions.

² For the insurance premiums and the prevention and intervention contributions as well as for the assessment costs, the legal lien under § 148 of the law of 16 November 2006 on the introduction of the Civil Code (EG ZGB) without entry in the land register is established.

³ The insurance premiums, the prevention and intervention contributions and assessment cost invoice have the status of an enforceable judgement within the meaning of Article 80 of the Federal Law on Debt Collection and Bankruptcy.

13. Limitation (G § 36)

The insurance premiums and prevention and intervention contributions foregone or wrongly received by BGV can be claimed or reclaimed for at most the current year and the previous five years.

F Risks insured

1. Fire damage (G § 13)

- ¹ The buildings are insured against damage caused by:
 - a. fire, smoke or heat,
 - b. lightning strike,
 - c. explosion.
- ² Damages caused by wear and tear or proper use of the insured item are not refunded.
- ³ Damage to buildings caused by falling aircraft or parts thereof will be reimbursed by the building insurance, unless a third party is liable for compensation.

2. Weather damage (G § 14)

- ¹ The buildings are insured against damage caused by:
 - a. storm wind,
 - b. hail,
 - c. flood and inundation,
 - d. avalanches, snow pressure or snow slide,
 - e. rockfall or landslide.
- ² The insurance does not cover:
 - a. damage not caused by any of the natural hazards referred to in paragraph 1, even on insured buildings,
 - b. damage not caused by the influence of extraordinary factors,
 - c. damage caused by artificial interventions, by continuous action of water or by ground movement,
 - d. damage that was foreseeable and that could have been prevented by timely, reasonable measures, such as damage on the basis of unsuitable ground, improper planning or performance of construction or civil engineering work or inadequate maintenance of the building, as well as damage that experience has shown to repeat periodically.

3. Ancillary benefits (G § 15)

BGV also compensates:

- a. necessary demolition and clearance costs, insofar as they concern the building, but not exceeding 10% of the compensation,
- b. the cost of the precautionary measures required to protect existing parts of the building; if these measures serve not only to protect the residues of the building or a part of the building, BGV pays the proportion of the costs corresponding to its interest,
- c. for residential spaces which have become unusable the rent for a maximum of 12 months; the rent for the residential space in unfurnished condition is the benchmark.

4. Earthquake insurance (Re § 3)

Earthquake damage is compensated under the terms of the Swiss Ground Protection Pool.

G Cover restrictions and exclusions

1. Heat damage (Vo § 10)

Heat damage (G § 13) in the sense of the insurance regulations does not comprise operational or functional damage to insured building parts or fixtures which are subject to the effect of fire, heat or electric current.

2. Storm winds (Vo § 11)

Exceptionally violent storm winds (G § 14) are winds of more than 75 km/h, which overturn trees in the vicinity of the insured property or cover buildings.

3. Flood and inundation (Vo § 12)

Floods or inundation (G § 14) will not include those deemed to have been caused by backwater from discharges inside the building or by rain and snow water penetrating the roof, walls and windows.

4. Exclusions (G § 16)

- ¹ Damages to buildings that have arisen, directly or indirectly, from changes in the structure of the atomic nucleus, spacecraft, earthquakes, water from reservoirs, measures or exercises of the military or civil defence organisations, acts of war or civil unrest are not covered.
- ² BGV is not liable for damages culpably caused by the owner or by third parties during the planning, performance or supervision of construction works.
- ³ The Administrative Commission may wholly or partially include excluded risks in the insurance as soon as economically viable conditions permit it.

5. Change of the structure of the atomic nucleus (Vo § 13)

Damage on the basis of alteration of the atomic nucleus structure (G § 16), in particular, those arising from ionising radiation or radioactive contamination as a result of the use, storage and disposal of atomic substances of all kinds is not deemed to be covered.

6. Belligerent actions, internal disturbances (Vo § 14)

- ¹ Belligerent actions include:
 - a. armed conflict between two or more states (war) and preparatory acts,
 - b. the impairment of the territorial integrity of Switzerland (breach of neutrality),
 - c. armed conflict between two or more parties within Switzerland (civil war).
- ² Violent acts against persons or things that are committed:
 - a. by a significant number of persons in connection with an uprising, unrest, protest, riot, rebellion, turmoil and similar,
 - b. by individuals within the context of the activities of a domestic or foreign organisation seeking to achieve political or other goals through terror or other violent means.

7. Exclusion, reservation (G § 39)

- ¹ BGV may exclude a building or property in the sense of a cover reservation partially or entirely from the insurance if:
 - a. the risk of damage has been particularly great and has not been adequately mitigated by reasonable defensive measures, or

- b. a protective measure prescribed according to the legislation on the prevention of fire and natural hazards has not been fully implemented.

^{1bis} In the case of partial exclusion, the insurance premium and the prevention and intervention contribution must be paid in full.

- ² Such dispositions may only be issued if the measures have not been taken in due time. In exceptional cases, an exclusion or a reservation can be ordered immediately.
- ³ As soon as the owner has provided proof that the dangerous condition has been remedied, BGV must return the building or the property to the insurance or cancel the reservation.
- ⁴ The exclusion and the resumption must be communicated in writing to the owner, the land registry office, the land charges creditor and the municipality.

H Rights and duties in a claim

1. Duty to notify (G § 40)

A claim must be reported to BGV immediately.

2. Consequence of failure to notify (G § 41)

BGV is entitled to reject a claim for compensation if:

- a. the claim is filed so late that the cause or extent of the damage can no longer be determined,
- b. the report is only issued after the damage has been remedied,
- c. the claim for compensation is not asserted within 1 year after the event.

3. Duty to mitigate damage (G § 42)

- ¹ In the event of a claim, the owners and users of a building or property are required to take all reasonable and appropriate precautions to minimise the damage.
- ² BGV will settle the costs paid for this in accordance with its interest. There is an exclusion for expenses for inappropriate precautions.

4. Damage reduction costs (Vo § 24)

BGV need only proportionately compensate costs of damage mitigation (G § 42) if additional insurers or persons benefit from the measures taken.

5. Investigation procedure (G § 43)

- ¹ In order to determine the cause and determine any responsibilities, an investigation must be conducted in the event of fire damage by the public prosecutor's office. After the investigation has been completed, the files must be submitted to BGV for inspection.
- ² BGV is entitled to request such an investigation also for other claims.
- ³ BGV has the same rights as the injured party in criminal proceedings.

6. Loss adjustment (G § 44)

- ¹ BGV determines the amount of the claim at its expense.
- ² No changes may be made to the building or the property without the consent of BGV. Exceptions are changes that serve to reduce the damage or that are required for police reasons.

7. Loss adjustment procedure (Re § 12)

- ¹ Based on the claim, BGV decides whether damage is to be assessed by one or more valuers or directly by the administration.
- ² The claimant owner must be invited to the loss adjustment. He may be represented.
- ³ The result of the loss adjustment must be reported to the owner in writing.

8. General deductible (G § 46)

The Administrative Commission may set a general deductible for certain claims. This must be determined reasonably and must be within the usual industry limits.

9. Forfeiture and mitigation (G § 47)

- ¹ If the owner intentionally causes the damage, there is no entitlement to compensation.
- ² In the event of gross negligence the compensation may be reduced according to the degree of fault.

10. Recourse (G § 50)

- ¹ If a third party is liable for the damage, the compensation claims of the owner are transferred to BGV insofar as compensation is paid. According to the provisions of the Code of Obligations, BGV is entitled to have recourse against the responsible party.
- ² The owner is liable for any act by which he reduces this right of BGV.

I Calculation and payment of the compensation

1. Total loss (G § 17)

- ¹ If a building is completely destroyed and restored, BGV will reimburse the replacement value applicable at the time of the claim.
- ² If the devaluation of the building exceeds 50% at the time of the claim, the compensation for full damage and restoration is limited to twice the current value.
- ³ The period for restoration of the building is 3 years. In special cases, it can be extended by BGV for a maximum of 2 years.
- ⁴ If the building is not restored, its market value must be remunerated in the event of full damage. Compensation for non-recovery must not exceed that for recovery.

2. Damage to unfinished buildings (G § 18)

In the case of unfinished buildings, only the parts and equipment to be insured at the time of the claim event and with the building will be reimbursed.

3. Partial damage (G § 20)

- ¹ For partial damages, §§ 15-18 apply analogously.
- ² If the costs of recovery are disproportionately high in comparison to the damage incurred, BGV may pay a lower level of compensation.

4. Partial damage (Re § 4)

- ¹ Minor damage occurs if the damage is less than one fifth of the insured value.
- ² In the case of minor damage, the stated repair costs are generally remunerated. The provision remains reserved in the event of underinsurance according to § 16 of the Government Council Regulation of 1 December 1981 on the Property Insurance Act.
- ³ If the damage to a building is one fifth or more of the insurance value, the value of the remaining parts of the building must be assessed. The insurance benefit is determined by subtracting the value of the remaining parts of the building from the insured value.

5. Limits of compensation (Vo § 15)

- ¹ The upper limit to the claim for compensation is the sum insured for which the premium was last paid.
- ² However, if the reconstruction of a partially or completely destroyed building requires higher construction costs, the uplift may be increased for the basic assessment up to the index of construction prices at the time of reconstruction, but not exceeding 3 years from the date of the claim.

6. Underinsurance for partial claims (Vo § 16)

If there is a substantial underinsurance for an item, compensation for partial claims must be appropriately reduced.

7. Restoration (Vo § 17)

- ¹ A building is deemed to be restored if it has been rebuilt by the claimant owner at the site of damage to the same extent or scale and for the same purpose. In justified cases, the reconstruction can take place elsewhere.
- ² The claimant owners will be deemed to be the spouse, his registered partner, blood relatives and siblings, the mortgagee, lessee and tenant of the property and, in special cases, other persons.
- ³ If the conditions for rebuilding in accordance with paragraph 1 are not fully met and substantial economic advantages accrue to the owner from the relocation or change of purpose of the building, the compensation will be reasonably reduced, but not below the market value of the building.
- ⁴ Economic advantages will not be offset if the building cannot be rebuilt at the old place for reasons of public law, but is built at the nearest possible place.

8. Demolition items (G § 21)

- ¹ For buildings that are demolished or are no longer usable on the basis of decay, the compensation is limited to the demolition value, even if the buildings are rebuilt.
- ² In the event of partial claims to such items, BGV will remunerate the costs of a makeshift repair if it is worthwhile, but not for more than the demolition value.

9. Demolition cover (Vo § 18)

The demolition cover (G § 21) comprises:

- a. the sales value of damaged parts of the building less their demolition costs,
- b. damage-related additional costs of the demolition,
- c. in special cases, other loss-related losses.

10. Special cases (G § 19)

- ¹ For buildings that are insured at fair value, the compensation for full damage is limited to the fair value on restoration.
- ² For buildings for which a fixed sum insured has been agreed, the compensation for full damage is limited to this amount.

11. Prohibition of enrichment (G § 45)

The compensation may not exceed the amount of damage actually sustained. In no case may the owner enrich himself.

12. Due date of the compensation (Re § 14)

- ¹ The compensation will be due 4 weeks after the date on which BGV has received the documents necessary to establish the amount of the claim and its extent of liability; a reservation is entered for § 47 of the Property Insurance Act.
- ² Four weeks after the claim has been notified, the amount to be paid in instalments according to the state of the loss adjustment and the state of affairs can be claimed as a partial payment.

The payment obligation of BGV is deferred, as long as the compensation cannot be determined or paid on the basis of the fault of the insured person.

13. Payment of compensation (G § 48)

- ¹ On restoration, the compensation will be paid once the damage has been repaired. Partial payments can be made for major claims.
- ² In the event of non-restoration, the compensation will be paid when the claim area has been cleared.
- ³ The payment of the compensation according to § 29 remains reserved.

14. Securing the mortgagee (G § 49)

- ¹ If there is a land charge on the property, the compensation may only be paid to the owner with the consent of all charge holders (Article 822 ZGB).
- ² If such consent is refused, the compensation may not be paid to the owner until the property has been restored.
- ³ Insofar as mortgages are not covered for their claims arising out of the assets of the debtor, BGV will be liable up to the amount of the compensation even if the owner of the claim for compensation loses all or part of the cover.
- ⁴ The owner is required to reimburse BGV for the payments made to the mortgagee.
- ⁵ In the event of a complete exclusion from the insurance, BGV under paragraph 3 will be subject to compensation until repayment of the mortgage liens, but for a maximum of 2 years. For this period, the owner must pay the insurance premium and the prevention and intervention contributions without restriction.

15. Interest on damage to buildings (Re § 15)

- ¹ Compensation for damages to buildings over CHF 10,000 is payable to the owner to the extent that he was responsible for the reconstruction costs, but for a maximum of 3 years.
- ² The interest rate for first-class mortgages of Basellandschaftliche Kantonalbank is the benchmark for the interest rate.

K Voluntary insurance

1. Insurance of items similar to buildings (G § 22)

The owner can insure items with BGV similar to buildings against fire, weather and water damage.

2. Water damage insurance (G § 23)

The owner of a building can take out a water damage insurance for his building at BGV.

3. Special provisions (G § 24)

- ¹ The owner and BGV are entitled to cancel a voluntary insurance policy in writing at the end of a calendar year. The period of notice is 3 months.
- ² For important reasons, BGV can refuse to take out voluntary insurance.
- ³ In addition, the provisions of this Act and the Swiss Federal Law on Private Insurance apply as appropriate to voluntary insurance.

L Legal proceedings

1. Appeal against administrative decisions (VK)

Against orders of the administration, an appeal can be lodged within 10 days to the directorate of BGV.

2. Procedure (G § 51)

- ¹ Appeals against the directives of BGV can be lodged with the Administrative Commission within 10 days.
- ² The Administrative Commission may appoint experts to deal with appeals.
- ³ Resolutions of the Administrative Commission may be appealed to the Cantonal Court (Constitutional and Administrative Law Division) within 10 days.
- ⁴ Claims for recourse must be asserted before the civil judge.