



**Basellandschaftliche
Gebäudeversicherung**
Prävention Feuerwehr Versicherung



WasserBasis **WasserPlus** Insurance terms and conditions

Valid from 1 January 2018

WasserBasis

WasserPlus

Article 1

Scope of insurance cover

WasserBasis insurance covers damage to the building that has arisen inside the insured property through:

The WasserPlus insurance covers damage to the building that has arisen inside the insured property through:

Mains water and gases

Water, liquids or gases that has leaked from lines and appliances connected thereto, which serve the insured property or an operation located therein;

Mains water and gases

- a) water, liquids or gases leaking from lines and appliances connected thereto, which serve the insured property or an operation located therein;
- b) water, liquids or gases leaking from third-party lines, excluding lines belonging to the federal government, Cantons and municipalities;

Line repair

No cover;

Line repair

Repair of leaks in water, liquid or gas carrying lines inside the building, up to a maximum of CHF 2000 per incident.
Buried sewer pipes and other sanitation means are excluded from the cover;

Rain, snow and melt water

Rain, snow and melt water, provided the water has penetrated into the building through the roof, closed windows or doors, through openings which must be open according to construction regulations and the state-of-the-art, or from gutters and outside drainpipes;

Rain, snow and melt water

Rain, snow and melt water, provided the water has penetrated into the building through the roof, closed windows or doors, through openings which must be open according to construction regulations and the state-of-the-art, or from the gutters and outside drainpipes;

Groundwater and incline run-off water

Sudden, unpredictable ingress of subterranean groundwater, spring water, seepage water or run-off water from slopes, through external walls and floors;

Groundwater and incline run-off water

Sudden, unpredictable ingress of subterranean groundwater, spring water, seepage water or run-off water from slopes, through external walls and floors;

Backflow

Backflow from wastewater pipes, outside drainpipes or downpipes;

Backflow

Backflow from wastewater pipes, outside drainpipes or downpipes;

Heating, ventilation, air-conditioning and cooling systems

Liquids leaking from heating oil tanks, heating, ventilation, heat recovery, air-conditioning or cooling systems (including refrigerators and freezers) or from their lines;

Heating, ventilation, air-conditioning and cooling systems

Liquids leaking from heating oil tanks, heating, ventilation, heat recovery, air-conditioning or cooling systems (including refrigerators and freezers) or from their lines;

Aquariums, waterbeds, ornamental fountains, Bathing pools and paddling pools

Water leaking from aquariums, waterbeds, ornamental fountains The insurance covers damage due to water leaking from portable bathing and paddling pools (including inflatables), provided these are set up outdoors;

Aquariums, waterbeds, ornamental fountains, Bathing pools and paddling pools

Water leaking from aquariums, waterbeds, ornamental fountains The insurance covers damage due to water leaking from portable bathing and paddling pools (including inflatables), provided these are set up outdoors;

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Swimming pools and hot tubs

No cover;

Swimming pools and hot tubs

Building damage that occurs inside the insured property due to water leaking from swimming pools and hot tubs and the lines thereof, provided that the swimming pools and hot tubs are located on the plot of the insured building;

The insurance also accepts the costs for:

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Locating and exposure

Locating and exposure of leaking water, liquid or gas lines serving the insured property, as well as their re-covering following repair.

Locating and exposure

Locating and exposure of leaking water, liquid or gas lines serving the insured property, as well as their re-covering following repair.

The compensation is limited to a maximum of CHF 10,000 per incident. These costs are only accepted for sewer lines if a rubble breakage has occurred.

The compensation is limited to a maximum of CHF 50,000 per incident. These costs are only accepted for sewer lines if a rubble breakage has occurred.

Trickle lines are excluded from this cover;

Costs for appropriate line leak testing within the building, even if it turns out that no damaged pipes are present. The compensation is limited to a maximum of CHF 5000 per incident.

Trickle lines are excluded from this cover;

Search costs

Search costs

No cover;

Search costs for the determining the causes of damage above or below ground, as well as cost for the use of leak location and search devices in the event of water damage inside the building, the cause of which is not attributable to a leaking pipe.

This cover is limited to CHF 5000 per incident and only applies if the measures are agreed in advance with BGV;

Frost damage

Thawing and/or repair of frost damaged water pipe systems, including connected appliances, which exclusively serve the insured property;

Frost damage

Thawing and/or repair of frost damaged water pipe systems, including connected appliances, which exclusively serve the insured property;

Damage reduction

Appropriate measures for damage reduction following occurrence of an insured incident;

Damage reduction

Appropriate measures for damage reduction following occurrence of an insured incident;

Loss of rental income

Loss of rental income from residential and business premises as a result of water damage.

Loss of rental income

Loss of rental income from residential and business premises as a result of water damage.

This cover does not apply for hotels and restaurants;

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Clearing

Clearing out of no longer usable parts of the insured building on the damage site, as well as the cost of removal and disposal;

Relocation costs

Relocation or alternative storage of movables and equipment, provided that these measures are required exclusively for restoration work on the building. The insurance covers costs for appropriate changes, storage and protection of items, which are required for the repair of the damage inside the building;

Water usage fees and temporary services

no cover;

Prevention contribution

not included in the scope of cover;

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Clearing

Clearing out of no longer usable parts of the insured building on the damage site, as well as the cost of removal and disposal;

Relocation costs

Relocation or alternative storage of movables and equipment, provided that these measures are required exclusively for restoration work on the building. The insurance covers costs for appropriate changes, storage and protection of items, which are required for the repair of the damage inside the building;

Water usage fees and temporary services

Documented additional costs for water and wastewater fees or gas consumption, which arise as a result of damage to lines or appliances connected thereto, which exclusively serve the insured property, as well as temporary plumbing and heating provisions until the damage is remedied.

The compensation is limited to a combined maximum of CHF 5000 per incident for fees and temporary services;

Prevention contribution

To prevent future water damage, which has been attributed to an insured cause of damage, BGV can make a financial contribution for appropriate, voluntary preventive measures.

The conditions for a prevention contribution are governed by the "Guidelines for contributions to voluntary preventive measures for the prevention of water damage"; see

www.bgv.ch/wasserschadenversicherung

Article 2 Exclusions

The following are excluded from the scope of the insurance cover:

House facades

Damage to the façade of houses (exterior walls, insulation, thermal insulation) and the roof (load-bearing construction, roof coverings, insulation, thermal insulation) as a result of rain, snow and melt water;

Water ingress through the ground

Damage as a result of the ingress of rain, snow and melt water through exterior walls, wall openings (except for openings which must be left open in accordance with building regulations and the state-of-the-art), open windows, doors and skylights;

New build and conversion

Damage as a result of ingress of water through openings in the roof during new building, conversion or other building work;

Soil and building defects

Soil: Damage caused by subsidence or poor soil.

Building defects: Damage which arises from deficiencies in planning, construction, workmanship (including service work), or as a result of defective materials and components (e.g. water pipes or fittings) within the statutory or contractual warranty period or due to inadequate supervision in connection with building measures;

Build up of condensation

Damage caused by build up of condensation;

Force majeure

Damage as a result of acts of war, unrest of any kind and earthquakes;

Maintenance

Cleaning and unblocking of lines, pipes and gutters. General damage due to deficient building maintenance or failure to take precautionary measures in accordance with Article 3;

Guttering

Defrosting and repair of guttering and external downpipes;

Snow and ice clearance

Removal of snow and ice;

Sewer pipes

Location, exposure and re-covering of leaking sewer pipes (e.g. as a result of hairline cracks, displaced sleeves). This exclusion does not apply if a rubble breakage has occurred;

Repairs/renovation

Troubleshooting the cause of damage and maintenance and renovation costs.

The repair of the leak location of water, gas or liquid carrying lines inside the building is covered by the Wasser-Plus insurance policy, up to a maximum of CHF 2000;

Oil

Damage incurred during refilling and maintenance work as well as that due to seepage of oil and other liquids into the ground;

Damage over time

Damage due to impact over time, unless the impact could not be visually detected at any time

Article 3 Obligations

Diligence

The proprietor is required to act with diligence and shall, in particular, take appropriate measures to protect the insured property against the insured risks.

In the event of a breach in diligence, compensation may be reduced;

Article 4

Term of the insurance cover

Effective date

The insurance shall take effect on the agreed date, however no sooner than one day after receipt of the application by BGV. It shall be subject to a risk assessment;

Duration

The insurance lasts until the end of the year. It is automatically renewed for a further year unless terminated in writing three months prior to the expiry date;

Termination in the event of an incident

After the occurrence of an incident requiring compensation, BGV shall have the option to terminate the cover, at the latest on payment of the compensation, and the policy holder shall have the option to terminate at the latest 14 days after payment of the compensation.

If the policy holder terminates the coverage, the liability of the BGV shall cease on receipt of the termination notice. The premium for the remaining term of the insurance shall not be reimbursed by BGV.

If the BGV terminates the coverage, then the liability of BGV shall cease upon expiration of 4 weeks after receipt of the termination notice by the policy holder. BGV shall reimburse the premium on a pro rata basis

Termination in the event of a policy modifications

If changes are made to the insurance terms and conditions or the premiums, the insured party shall have the option to terminate the coverage within 4 weeks of receipt of the notification of changes. BGV shall reimburse the premium on a pro rata basis

The indexed insurance value of the building for fire and natural hazard insurance shall be applied when calculating the premium. There is no right of termination arising from fluctuations in the premium that are attributable to the index.

Change of proprietor

If there is a change of proprietor, the rights and obligations from the insurance coverage are transferred to the new proprietor, unless the new proprietor declines the transfer of the insurance coverage, in writing, within 30 days of the change of ownership;

Article 5 Incident

In the occurrence of an insured incident, the policy holder is obliged to:

Report the damage

Inform BGV immediately concerning the incident (damage costs and detailed circumstances). If detailed further investigations are required, these may be undertaken by BGV;

Minimise the damage

All reasonable measures shall be taken in order to minimise the damage as much as possible. Any instructions given by BGV shall be complied with;

Eliminate damage

Wait for the consent of BGV before remedying any consequent damage;

In addition:

Replacement value

If building damage is remedied, the effective cost for the repair will be a reimbursed;

Reduced value

If a damage is not remedied, a reduced value compensation may be paid;

Due date for compensation payments

Compensation shall be payable after repair of the damage. Payment of compensation for reduced value shall be payable on presentation of the information and documentation required for its calculation;

Time bar

The insurance claim is time-barred at 3 years after occurrence of the incident on which the compensation is based;

Insufficient insurance cover waiver

The BGV waives its right to reduce coverage in the event of unintentional insufficient coverage;

Multiple insurance providers

In the event of multiple insurance providers, each insurer shall be proportionately liable;

Claim rejection

The BGV shall have the option to reject a claim if the notification of claim is only made after the damage has been remedied;

Article 6 Governing law

Request for reconsideration

The policyholder may, prior to a filing a claim in court because of a rejection decision by BGV, submit a reasoned request for reconsideration to the senior management of BGV within 30 days;

Place of jurisdiction

The policyholder may file suit against BGV at the domicile of the insured property or at the domicile of the BGV;

Legal basis

In addition to these terms and conditions, the Swiss Federal Law on Insurance Policies (schweizerische Bundesgesetz über den Versicherungsvertrag (VVG)) shall apply.

Basellandschaftliche Gebäudeversicherung (BGV)
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