General Terms and Conditions – Confiscation Risk Insurance

GTC C, version 5.0
valid as of 01.06.2026

The General Terms and Conditions for Confiscation Risk Insurance (GTC C) issued by Swiss Export Risk Insurance SERV shall apply to the extent that individual regulations are not expressly excluded or amended by special conditions in the insurance policy. The GTC C shall apply within the scope of the Swiss Export Risk Insurance Act (SERVG, SR 946.10) and the Swiss Export Risk Insurance Ordinance (SERV-V, SR 946.101) in the version in force on the date the insurance is granted. The GTC C and other terms and conditions of SERV shall not grant the policyholder any rights beyond those set forth in the SERVG and the SERV-V.

1 Object and Scope of the Insurance

1.1 The insurance shall cover the policyholder's prime costs up to the maximum amount set forth in the insurance policy for goods owned, rented or leased by the policyholder and exported abroad in order to perform an export contract, to be stored, exhibited or tested.

1.2 Prime costs shall be deemed direct costs and overheads that, in a commercial production process, are required for the production or purchase of the insured item and can be attributed directly to this item. The insured prime costs do not include, in particular:

1.2.1 SERV's expense and insurance premiums,

1.2.2 expenditures that breach Swiss or foreign legal regulations,

1.2.3 claims for damages and penalties.

1.3 If tools, machines or equipment are exported abroad in connection with the performance of an export contract and are subject to wear and tear there as a result of use, their market value at the time an insured risk occurs shall apply in lieu of the insured prime costs. If the tools, machines or equipment are rented or leased, or if they are subject to instalment payments, the following can be insured:

1.3.1 the rent, leasing or instalment payments owed up to the next possible termination of contract,

1.3.2 the market value at the time of termination of contract.

2 Liability Period

2.1 Liability for the insured risks shall begin upon shipment of the item to the location where it is to be stored, demonstrated or exhibited, or where it is to be used.

2.2 The shipment relevant for the beginning of liability for deliveries shall occur when the item is handed over to a forwarding agent or freight carrier, but no later than when the item crosses the Swiss border.

2.3 If risk aggravating factors occur, SERV may at any time give notice that its liability is excluded in relation to items that had not yet been shipped at the time the policyholder receives the notice.

2.4 SERV's liability shall expire:

2.4.1 upon the sale or repatriation of the insured item;

2.4.2 upon the expiry of the time limit set forth in the insurance policy, unless SERV has agreed to an application for an extension of the time limit prior to its expiry; or

2.4.3 if the claims under the insurance or rights to the insured item are assigned without the consent of SERV.

3 Insured Risks

3.1 Political Risk

3.1.1 The insurance covers the risk that, as a direct result of political causes, the insured item is confiscated by foreign government agencies, or the policyholder is otherwise deprived of its power to dispose over it, or it is destroyed, damaged, or lost.

3.1.2 Political causes shall be deemed unforeseeable, extraordinary measures of foreign states, war or warlike events, revolution, annexation, or civil unrest abroad.

3.2 Force Majeure

3.2.1 The insurance covers the risk that, as a direct result of force majeure, the policyholder is permanently deprived of its power to dispose over the insured item, or it is confiscated, damaged, or lost.

3.2.2 Force majeure shall be deemed events such as hurricanes, floods, earthquakes, volcanic eruptions, flood tides, and nuclear accidents outside Switzerland.

3.2.3 SERV's liability for force majeure is subject to the condition that the policyholder was unable to insure this risk with private insurance companies at market conditions prior to the beginning of the risk.

4 Event of Loss

An event of loss shall occur if, within a waiting period of three months from the occurrence of an insured risk, no indemnity was paid for the loss incurred.

5 Conditions for Indemnification

5.1 Payment of the indemnity shall be subject to the conditions that:

5.1.1 the policyholder is entitled to the insured item;

5.1.2 an insured risk occurred, a loss was incurred, and a causal connection exists between the occurrence of the risk and the loss;

5.1.3 there are no reasons for exclusion of indemnification; and

5.1.4 the waiting period has expired and the request for indemnification has been submitted within the forfeiture period of two years from occurrence of the event of loss (Art. 17 para. 1 SERV-V).

5.2 The request for indemnification shall enclose all the documents required to establish the conditions for indemnification. The policyholder shall bear all costs for proving that the conditions for indemnification have been met.

5.3 SERV may request that the policyholder submit an expert report, at the policyholder's expense, to prove the amount of the prime costs to be indemnified. In this case, SERV shall be obliged to first establish the cause of the occurrence of the event of loss with binding effect.

5.4 Indemnity payments shall be excluded if the existence of the conditions for indemnification is not established.

6 Calculation of the Indemnity

6.1 SERV will determine the amount of indemnifiable claims under consideration of all payments made by the debtor or payments received from collateral eligible for allocation.

6.2 Proceeds from collateral, payments by third parties, and other pecuniary advantages that the policyholder receives in connection with the occurrence of an event of loss shall be applied to the loss.

6.3 Proceeds generated by an alternative realisation of insured items, the prime costs of which are to be indemnified, shall also be applied. The costs of realisation eligible for a contribution (section 10) shall be deducted from such proceeds.

6.4 The remaining insured prime costs shall be multiplied by the cover ratio set forth in the insurance policy.

7 Indemnity Currency

7.1 The indemnity shall be payable in the currency set forth in the insurance policy (indemnity currency).

7.2 If the foreign currency is not available on the foreign exchange market, the indemnity shall be converted into Swiss francs at the most recent rate quoted on the foreign exchange market.

7.3 If the policyholder applies for the indemnity payment in Swiss francs, the conversion shall occur as of the last rate quoted on the foreign exchange market on the day prior to the indemnity payment.

8 Payment of the Indemnity

8.1 SERV will pay the indemnity within 30 days of its acknowledgement of the event of loss and the amount of the indemnity.

8.2 Any costs for payment to an account outside Switzerland shall be borne by the policyholder.

9 Transfer of Claims and Rights

9.1 Upon payment of the indemnity, ownership of the insured item and any claims against a debtor or jointly liable third party shall be subrogated to SERV in the amount of the indemnification paid.

9.2 The policyholder shall perform all legal acts necessary for the subrogation of such rights upon request by SERV.

9.3 If the subrogation of rights is not possible under the authoritative legal relationship and SERV waives the required subrogation of rights for the time being, the policyholder shall hold such rights in trust for SERV.

10 Legal Action and Cost Contribution

10.1 Notwithstanding any transfer of claims and rights, the policyholder shall remain obligated to take any measures for recovering or realising assets and mitigating loss.

10.2 SERV may require another method of realisation of the item with respect to which the event of loss has occurred or is at risk of occurring.

10.3 SERV shall contribute proportionally to all appropriate and reasonable costs and expenses incurred by the policyholder with the consent of SERV after the event of loss has occurred, and that are not part of normal business, dunning, or collection activities.

10.4 In exceptional cases, SERV may also contribute to the costs of loss-avoidance or mitigation measures taken before the event of loss has occurred, if it consented to a respective request. SERV may make consent dependent on the fulfilment of requirements and conditions.

11 Debt Rescheduling and Restructuring

SERV is entitled to conclude debt rescheduling agreements with the debtor country for claims subrogated to SERV and those that are held by the policyholder in trust for SERV and the policyholder's deductible. Clause 12 of the General Terms and Conditions of SERV for Supplier Credit Insurance shall apply accordingly.

12 Obligations of the Policyholder

12.1 The policyholder shall fully and correctly disclose all circumstances material to the acceptance of the insurance and entitlement to indemnity. Any changes of such circumstances shall be notified to SERV without delay.

12.2 Swiss or foreign legal provisions shall not be violated in connection with the conclusion or performance of the export contract.

12.3 The policyholder may substantially deviate from the facts documented in the insurance policy only with the consent of SERV. In addition, it may waive any collateral that exists, but is not documented in the insurance policy, only with the consent of SERV.

12.4 The policyholder shall, without delay, report the occurrence of any risk aggravating factors and an event of loss.

12.5 The policyholder shall not export any item, the prime costs of which are covered by the insurance, without the consent of SERV if risk aggravating factors have occurred since the insurance was accepted.

12.6 The policyholder shall, with all due care required by sound business practice, take all appropriate and necessary measures to avoid any event of loss or to mitigate any loss. The policyholder shall follow any instructions from SERV in this regard without delay. The policyholder may use another method of realisation for an item whose prime costs are covered by the insurance, only with the consent of SERV.

12.7 SERV shall be informed at any time upon request of the and the execution status of an export transaction, and of any other circumstances that could be material to the insurance.

12.8 The policyholder shall grant SERV or its authorised representative access to books, records and other documents that could be material to the insurance.

13 Exclusion of Indemnification

13.1 No indemnification shall be paid if the policyholder is in breach of any of his obligations and SERV comes to the conclusion that it would not have granted insurance cover at all or not to the same extent if the policyholder had fulfilled its obligations, or that such a breach of obligations has caused or threatens to cause a loss.

13.2 Indemnification shall not be excluded if the policyholder establishes that the breach of obligations was not its fault. In all other respects, SERV may partially or wholly waive its right to exclude indemnification in consideration of the circumstances of the specific case.

13.3 Indemnification shall be excluded:

13.3.1 in the event of late payment of the premium, if an insured risk already occurred prior to the payment of the premium; or

13.3.2 if any infringement of Swiss or foreign laws occurred in connection with export of the item or when the export contract was concluded or performed.

13.4 Any further claims of SERV due to the policyholder's breach of obligations remain unaffected.

14 Recoveries and Repayments

14.1 The policyholder shall promptly notify SERV of all payments eligible for offsetting, any proceeds from the realisation of collateral and other assets, and other pecuniary advantages received in connection with the event of loss after the indemnification has been paid (recoveries), and shall transfer such recoveries to SERV on a pro rata basis in proportion to the cover ratio.

14.2 If, after the indemnification has been paid, it emerges that the conditions for indemnification were not fulfilled or subsequently ceased to exist, the indemnity paid shall be refunded, along with any costs of legal action reimbursed by SERV.

14.3 SERV's claim to have recoveries transferred according to clause 14.1 shall bear interest from the date of receipt of the recoveries. Repayment claims according to clause 14.2 shall bear interest from the date the indemnity or cost contribution is paid, but no later than the date on which the conditions for indemnification ceased to exist.

15 Premiums

The SERV premium tariff in effect at the time the insurance is granted shall apply to premiums and any reimbursement of premiums paid.

16 Assignment of Claims under the Insurance

16.1 Any assignment of claims under the insurance shall require consent from SERV. SERV may make its consent conditional upon the fulfilment of special conditions.

16.2 The legal relations between SERV and the policyholder shall remain unaffected by the assignment.

17 Termination of the Insurance

17.1 SERV may terminate the insurance if

17.1.1 the policyholder violates the insurance to such a degree that SERV can in good faith no longer be expected to continue the insurance, or

17.1.2 the policyholder breaches its obligations under the insurance in any other way, in particular by falling into arrears on its premium payments, and SERV has requested that the breach be remedied within a set deadline and notified that it will terminate the insurance if the breach is not remedied by the time the deadline expires.

17.2 The policyholder may terminate the insurance at any time without observing any notice period.

18 Official secrecy and data protection

18.1 The information provided by the policyholder during the insurance relationship and through the insurance application is protected by the obligation to maintain official secrecy (Art. 320 Swiss Criminal Code) to the extent of the protection this provision provides. The personal data of natural persons are also protected by the Data Protection Act (FDAP) and those of legal entities by the Government and Administration Organisation Act (GAOA).

18.2 The policyholder has taken note of the information on the disclosure by SERV to third parties of protected information about export and financing transactions, which is available on the SERV website (www.serv-ch.com/disclosure-information).

18.3 The policyholder consents to the disclosure of confidential information and protected data by SERV to supervisory authorities and third parties in connection with the conclusion and processing of insurance transactions and for the purposes of international collaboration, in the event of overriding interests and for the electronic administration of insurance applications and insured transactions.

18.4 The policyholder releases the third parties contacted by SERV from their obligation to maintain official secrecy and/or professional confidentiality and consents to data processing in order to allow the exchange of information with SERV in the context of the subject matter and purpose of this declaration of consent. At the request of the third party, the undersigned shall provide separate releases and declarations of consent.

18.5 Should email be used for certain purposes, the policyholder authorises SERV to conduct such correspondence using neither encryption nor a digital signature.

19 Miscellaneous

19.1 The following requirements of formality shall apply:

19.1.1 The issuance of the insurance commitment in principle and the insurance policy, including any amendments thereto, as well as all declarations of SERV shall require the written form.

19.1.2 All applications, notifications and declarations by the policyholder shall be submitted to SERV in writing or in another form that ensures the identification of the sender and the integrity of the content, and that records the time of transmission of the content.

19.2 The federal administrative law of Switzerland applies. The Federal Administrative Court shall have sole jurisdiction over disputes in connection with this insurance. Notwithstanding and without prejudice to the foregoing, SERV shall also be entitled to bring action against the policyholder at any other court having competent jurisdiction if the policyholder has a registered office abroad.