

PRECONTRACTUAL INFORMATION

A. The insurers, as well as the contracting party of the policyholder (hereinafter referred to as: "policyholder"), are: Lloyd's Insurance Company S.A. (hereinafter referred to as: "insurers") who are a Belgian limited liability company (société anonyme / naamloze ven-nootschap) with its registered office at:

Bastion Tower,
Marsveldplein 5,
1050 Brussels,
Belgium

and registered with Banque-Carrefour des Entreprises / Kru-ispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels).

B. The insurance contract has been entered into with the cooperation of Lloyd's brokers. These are insurance intermediaries within the meaning of Swiss legislation who are not tied to a particular insurer (i.e. they are independent).

C. Swiss Federal law shall apply to this insurance contract. The schedule, the quote respectively the insurance policy, the conditions of the contract and the applicable legislation, in particular the Swiss Federal Insurance Contract Act of 2 April 1908 (VVG), shall form the basis of this insurance contract.

In accordance with the Swiss Federal Law on Insurance Contracts (hereinafter "VVG"), the insurers' questions asked in connection with the insurance application must be answered truthfully in writing or in another form that allows proof by text. A breach of this obligation may lead to the termination of the insurance contract and the loss of the insurance claim, whereby breaches of obligation committed before 31 December 2005 are judged under the stricter law applicable to the policyholder or insured person before 1 January 2006 (withdrawal from the contract, forfeiture of the premium).

D. The insured risks and the scope of the insurance coverage shall be as shown in the schedule, as well as the General Conditions of Insurance (AVB). The policyholder is therefore expressly asked and urged to read through the following information carefully.

E. The amount of the premium will depend on the risks insured under the insurance contract and on the desired scope of the insurance coverage. For further details on the premium and any charges, please refer to the schedule. If the contract is cancelled before the expiry of a fixed insurance period agreed upon by the contracting parties, the insurers shall be under an obligation to reimburse the share of the premium which corresponds to the period of unexpired risk. There shall be no reimbursement of premium however if (1) the insurers have paid out the insurance benefit as the result of the cessation of the risk or if (2) the insurers have paid out the insurance benefit for partial loss or damage and the policyholder cancels the contract during the first year of the same.

F. The policyholder may revoke his application to conclude the insurance contract or the declaration of acceptance thereof within 14 days from the date of application or acceptance of the insurance contract by the policyholder in writing or in another form that allows proof by text.

The insurance contract shall incept on the date indicated in the schedule. The insurance contract is concluded for the duration specified in this schedule. Insurance contracts with a fixed term and with no renewal clause terminate by implication on the date stipulated in the schedule. The policyholder may furthermore terminate the insurance contract by giving notice, in writing or in another form that allows proof by text, within the period for giving notice agreed upon in the policy.

If the contract is not cancelled, it shall be tacitly renewed pursuant to the agreed renewal clause in each case for a further year.

The policyholder may give notice, in writing or in another form that allows proof by text, furthermore after every insured event for which benefit is payable, and this no later than 14 days after becoming aware of the payment of the benefit by the insurers.

The insurers may terminate the contract by giving notice, in writing or in another form that allows proof by text, within the period for giving notice agreed upon in the policy. The insurers may cancel the contract after every insured event for which benefit is payable by them, provided notice of cancellation is given no later than the date on which the benefit to be paid by the insurers is paid. The contract may be cancelled furthermore by the insurers if at the time of the conclusion of the insurance the policyholder failed to disclose relevant facts relating to the risks or misinformed the insurers about such risks; the right of cancellation shall cease to exist 4 weeks after learning of the breach of the duty of disclosure.

The insurers may rescind and thereby terminate the insurance contract if the policyholder is in arrears with the payment of the premium, has been sent a reminder, and if the insurers have waived their right to claim the premium. The insurers may withdraw if, despite a final deadline being fixed in writing or in another form that allows proof by text, the policyholder fails to discharge his obligation to cooperate with the investigation into the facts and circumstances or in case the policyholder acts fraudulently in substantiating their claim.

The list of possible circumstances in which the contract may be terminated is not definitive. Further termination possibilities may be inferred from the conditions of the contract, and from the statutory provisions of the VVG.

G. In connection with the processing of the insurance contract, two data files will be set up by Lloyd's (client data and claims data). The client data shall serve to document whether insurance exists at Lloyd's. The claims data shall be used for claims handling. The data recipients are the respective Lloyd's brokers and the insurers, and possibly additionally in the event of a claim the loss adjusters office appointed by the insurers, and where necessary the Swiss Lloyd's UVG Claims Office. The data may be passed on to other third parties only with the consent of the party concerned or by virtue of a law. The data shall be preserved in part electronically and in part on paper, and shall be destroyed after ten years.

The policyholder shall give their consent and thereby expressly authorise the insurers to process the data pursuant to the above which is necessary for checking the proposal, processing the contract, or for claims settlement purposes.

To the extent that a broker or intermediary acts on behalf of the policyholder, the insurers shall be authorised to disclose client data to the former, such as for example data on the processing of the contract, premium collections, and claim developments. The above consent respectively authorisation applies irrespective of how the contract came into being. The policyholder shall be entitled to request from the insurers and their general representatives such information on the processing of data concerning them as is provided for by law. Consent to the data processing may be withdrawn at any time.

H. N.B.: The relevant wording is solely and exclusively the text of the contractual provisions. This Precontractual Information does not form part of the contract.

GENERAL CONDITIONS

The following General Conditions form part of the insurance contract concluded with the Insurers. They all override all other provisions of this contract which state differently unless individual of these General Conditions have been explicitly amended in the other contractual documentation or have been marked as being not applicable.

1. EXCLUSIONS

1.1. War

This insurance does not cover any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

1.2. Radioactive contamination and nuclear assemblies

This insurance does not cover:

- (a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- (a) **1.3. Biological and Chemical contamination** This insurance does not cover: loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;

- (b) any legal liability of whatsoever nature;

- (c) death or injury to any person;

directly or indirectly caused by or contributed to by or arising from biological or chemical contamination due to or arising from:

- terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

1.4. Cyber and Data

This insurance does not cover:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- I. the use of or inability to use any application, software, or programme;
- II. any computer virus;
- III. any computer related hoax relating to (a)(i) and/or (a)(ii) above.

however, where:

- a fire or explosion occurs as a result of (a)(i) or (a)(ii) above;
- an escape of water occurs as a result of (a)(i) or (a)(ii) above; or
- a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, we will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

1.5 Communicable Disease

This insurance does not cover any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.

2. NON-DISCLOSURE

2.1 Acts of non-disclosure committed from 1 January 2006

If the Policyholder or any person (or firm) insured hereunder shall have made upon conclusion of this insurance a false declaration of a material fact which he knew or ought to have known and about which he has been asked in writing or in another form enabling proof by text, or if he omitted to declare such fact, the insurers shall in accordance with Article 6 of the Federal Law concerning the Insurance Contract be entitled to cancel the contract by a written declaration or in another form enabling proof by text within four weeks of such false declaration or omission coming to their knowledge.

The insurers shall in such event be freed also from all duty to indemnify losses already incurred whose occurrence or scope has been influenced by the omission to declare or the false declaration of the material fact. Insofar as the insurers may have already indemnified a loss or losses they shall be entitled to reimbursement.

Also following the conclusion or renewal of this insurance, the insurers shall be entitled to cancel this contract during all subsequent renewal periods, if the Policyholder or Beneficiary falsely declared or omitted to declare such information to the insurers

2.2 Acts of non-disclosure committed up to 31 December 2005

Acts of non-disclosure, which were committed up to 31 December 2005 but which were only discovered from 1 January 2006 are to be judged in accordance with Article 6 of the Federal Law concerning the Insurance Contract in its previous version, which was valid until 31 December 2005.

3. OBLIGATION IN CASE OF LOSS OR DAMAGE

The policyholder must in the event of loss report to the Insurers without delay the occurrence of the loss and shall give the Insurers all information, proof and evidence in respect of the loss as the Insurers may reasonably require from them and as may be in their power. The insurance contract may provide for a specific time limit for the submission of the notice of loss. If the policyholder fails to comply with the above obligations the insurers may not pay any claim.

4. FRAUDULENT CLAIMS

If the policyholder makes any claim knowing the same to be false or fraudulent as regards the amount or otherwise, the Insurers shall be released from all liability in respect of all claims made under this insurance by that claimant.

5. NOTICE

All notices which may be required to be sent by the policyholder to the Insurers shall be served in writing or in another form that allows proof by text on the address contained herein, or subsequently brought in writing or in another form that allows proof by text to the attention of the policyholder, or at the seat of administration for the entire Swiss business. All notices addressed by the Insurers to the policyholder shall be served on the address last communicated to the Insurers.

6. DUE DATE AND PAYMENT OF CLAIMS

Claims shall become due for payment four weeks after the Insurers have received the information concerning the loss and have been able to satisfy themselves as to the correctness of the claim (Article 41 of the Federal Law concerning the Insurance Contract). Claims shall be paid at the Swiss domicile of the Insured or of the Policyholder.

7. SANCTIONS

The policyholder agrees that any cover, the payment of any claim and any benefit provided under this **policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose the insurers to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until the insurers are no longer exposed to any sanction, prohibition or restriction

8. LITIGATION

Legal actions for the full claim must be directed against the General Representative for Switzerland at the expense of insurers subscribing to this insurance (Article 15a Insurance Supervision Act, ISA; Representative Action (Prozessstandschaft)).

9. COMPLAINTS

The insurers aim is to ensure that all aspects of the policyholders insurance are dealt with promptly, efficiently and fairly. At all times the insurers are committed to providing the policyholder with the highest standard of service.

If the policyholder has any questions or concerns about their **policy** or the handling of a claim they should, in the first instance, contact their broker. Please quote the **policy** number and/or claims reference number in all correspondence to enable the matter to be dealt with promptly.

The Lloyd's managing agent, or the party named above that it has appointed to adjudicate on the policyholders complaint on its behalf, will acknowledge such complaint in writing.

The Lloyd's managing agent, or the party named above that it has appointed to adjudicate on the policyholder's complaint on its behalf, will aim to provide the policholder with its decision on their complaint, in writing, within eight weeks of the complaint being made.

Should the policyholder remain dissatisfied with the final response from the above or if the policyholder has not received a final response within eight weeks of the complaint being made, the policyholder may be eligible to refer their complaint to the Ombudsman of Private Insurance. The contact details are as follows.

Head office and office for German speakers:
Ombudsman der Privatversicherung und der Suva
Postfach 1063
8024 Zürich
Switzerland
Tel: 044 211 30 90
E-mail: help@versicherungsombudsman.ch

Branch office for French speakers:
Ombudsman de l'assurance privée et de la Suva
Case postale 2252
2001 Neuchâtel 1
Switzerland
Tel: 076 651 41 65
E-mail: help@ombudsman-assurance.ch

Branch office for Italian speakers:
Ombudsman dell'assicurazione privata e della Suva
Casella postale 1231
6901 Lugano
Switzerland
Tel: 091 967 17 83
E-mail: help@ombudsman-assicurazione.ch

The complaints handling arrangements above are without prejudice to your rights in law.

10. JURISDICTION

In the event of any litigation, the insurers shall accept the jurisdiction of the court at their seat of administration for the entire Swiss business, Seefeldstrasse 7, 8008 Zurich, or at the Swiss domicile of the Policyholder or Beneficiary.

11. CHOICE OF LAW

This policy shall be governed by the Swiss Federal Law concerning the Insurance Contract of 2nd April 1908.