

# LLOYD'S INSURANCE CO.S.A

## GENERAL CONDITIONS OF INSURANCE (AVB) FOR PERSONAL LINES INSURANCE

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As used herein, reference to persons in the masculine gender shall, for reasons of improved readability, also be deemed to apply to persons of the feminine gender.

## 1. WHO IS INSURED?

### 1.1. Single person household

The policyholder. If the single person household is extended, becoming a multi-person household, then this insurance shall be deemed to apply provisionally during the current insurance year to a multi-person household. The insurers must be notified of this change within 30 days; they shall be entitled to adjust the premium to reflect the new circumstances.

### 1.2. Multi-person household

The policyholder and the persons named hereafter, provided they live in a household with him or regularly return to spend weekends at home:

- The spouse or cohabiting partner of the policyholder (housing cooperatives excluded);
- Minors;
- The single children, adopted children or step children and/or grandchildren of the policyholder, spouse or any other person living in the household, who are of age, provided they are not engaged in any gainful employment. Apprentice wages and student part time wages less than CHF 20,000 per annum do not make them in 'gainful employment';
- Other persons named in the schedule.

## 2. WHERE IS THE INSURANCE VALID?

### 2.1. Contents in the home

- 1 At the location stated in the schedule
- 2 If several locations are insured, there shall be free movement between them.

### 2.2. Contents away from the home

- 1 Insurance is provided worldwide for loss or damage (excluding ordinary theft) up to 20% of the contents sum insured, with a minimum of CHF 5,000, but for no longer than 12 months.
- 2 Contents which are away from the home on a permanent basis (in a holiday home, second home) shall not be included under this coverage.
- 3 Damage to luggage shall only be insured outside the home, away from any other locations stated in the policy, from the place of work and from the ordinary route to and from work.

### 2.3. Building

At the location stated in the schedule

### 2.4. On moving home

You are obliged to inform us within 30 days of the fact that you are moving home. The insurers are entitled to adjust the premium to reflect the new circumstances.

## 3. WHAT APPLIES WITH RESPECT TO THE TERM OF THE CONTRACT?

### 3.1. Inception and term

The inception and expiry date are as set out in the schedule.

### 3.2. Termination or renewal on expiry

If the contract is not cancelled in writing 3 months before expiry, it shall be tacitly renewed for a further year.

If the contract was concluded for a period of less than 12 months or one year, the insurance shall lapse on the stated date.

### 3.3. Termination on change of ownership

- 1 If the insured interest changes owner, the rights and obligations arising under the contract shall be transferred to the new owner.
- 2 The new owner can decline the transfer of the contract in writing within 30 days of the change in ownership.
- 3 The insurer can cancel the contract within 14 days of having become aware of the identity of the new owner. The contract will terminate at the earliest 30 days after its cancellation.

### 3.4. Termination in the event of a claim

Either party may cancel the contract following the occurrence of an indemnifiable claim.

- The insurers must give notice of cancellation no later than the date of payment of the indemnity; liability shall cease once 14 days have expired following receipt by you of the notice of cancellation. You will be refunded with the portion of premium relating to the period of unexpired risk.
- You must give notice of cancellation no later than 14 days after you have learned of the fact that indemnity will be paid; liability shall cease on receipt of the notice of cancellation. In the case of a total loss the insurers shall be entitled to retain the premium. In the case of a partial loss, you will be refunded with the portion of premium relating to the period of unexpired risk, provided the policy was in force for at least one year.

## 4. WHAT THINGS MAY BE INSURED?

Provided it is so stated in the schedule the insurance shall apply to:

### 4.1. Contents

insurance shall be afforded in respect of:

- 1 All personal property for private use owned by the insured persons;
- 2 Entrusted property for private use;
- 3 Leased or rented property;
- 4 Personal tools owned by insured persons, provided they are employees;
- 5 Structural fixtures and fittings which are not insured together with the building;
- 6 Structures which are neither permanent nor of massive construction
- 7 Guests' effects in your home.
- 8 Valuable property: jewellery, items of gold, silver or precious metals, watches, photographic equipment, binoculars, paintings, works of art, curios, antiques, furs, musical instruments, radios, televisions, other audio or video equipment and computer equipment.  
For jewellery and items of gold, silver or precious metals not worn by the insured persons (as personal ornaments) at the time of the occurrence of the loss, the benefit is limited, in case of ordinary theft at home and away from the home, to CHF 30,000. This limitation of benefit shall equally apply in case of burglary at home and away from the home, where the jewellery and items of gold, silver or precious metals is not locked in a secure recep-

tacle, i.e. in a safe weighing at least 100 kg or in a built-in wall safe.

insurance shall not be afforded in respect of:

- a Motor vehicles, motor vehicle trailers, mopeds, caravans and mobile homes, in each case together with their accessories;
- b Ships for which compulsory liability insurance is required or which are not brought home after being used, and jet skis, in each case together with their accessories;
- c Aircraft which are required to be entered in the aircraft register;
- d Property and/or buildings which are insured or are required to be insured under a cantonal insurance policy;
- e Individual articles for which a specific insurance has been taken out (this clause shall not apply if the insurance which is referred to here contains a similar clause).
- f the erection and dismantling of structures which are neither permanent nor of massive construction

insured benefits:

9 The insurance is on a replacement cost basis, unless otherwise agreed.

10 For items which are no longer used and structures which are neither permanent nor of massive construction which are not reconstructed within 24 months, the insurance is on a current market value basis.

**4.1.1. Money**

insurance shall be afforded in respect of:

- 1 Cash, securities, savings books, travel cheques, coins and medals;
- 2 Credit cards, debit cards and store cards (the insurance shall only apply to that part of the loss or damage for which the holder of the card is liable to the card issuer – credit card company, bank, post office, department store etc. – according to the general terms and conditions), phone, tax and prepaid cards;
- 3 Tickets and subscriptions of the public transport, flight ticket and vouchers;
- 4 Precious metals (in the form of inventory, ingots or merchandise), unset precious stones and pearls;
- 5 Entrusted money.

insurance shall not be afforded in respect of:

- a Money in case of ordinary theft;
- b Money in movable structures;
- c Money in land vehicles of any kind.

insured benefits:

6 Money up to CHF 5,000 unless otherwise agreed.

**4.1.2. Costs**

In connection with insured loss or damage to contents or money, insurance shall be afforded in respect of:

1 Additional living costs arising from the unavailability for use of the damaged space, as well as loss

of earnings from any sublease. Any costs saved shall be deducted from the indemnity.

2 Clearance and waste disposal costs. The costs effectively incurred on clearing the remains of the insured property from the site of the loss and on taking the same to the nearest suitable landfill site, as well as those incurred on dumping, waste disposal and destruction.

3 Emergency glazing, emergency doors, emergency locks; the costs effectively incurred on carrying through the measures decided upon.

4 Lock replacement costs. The costs effectively incurred on changing or replacing keys, magnetic cards and the like or locks at the locations named in the policy and on safe deposit boxes rented by the insured persons.

5 Replacement of identification and other documents. The costs effectively incurred on replacing documents or duplicates, as well as the costs effectively incurred on tickets, subscriptions and flight tickets in respect of the sums still chargeable to the holder following reimbursement by the common carrier.

insurance shall not be afforded in respect of:

- a Additional living costs following ordinary theft at home and away from home;
- b The costs of renovation or disposal of water and soil (including fauna and flora), even when these are mixed in with or covered by insured property, and the costs of air purification.

insured benefits:

6 Costs up to 20% of the sum insured for contents and at least CHF 10,000 unless otherwise agreed.

**4.2. Gardens**

insurance shall be afforded in respect of:

The costs of restoring gardens. The costs effectively incurred on ground works, the restoration of paths, drives, seats, walls and the replanting of the gardens.

insurance shall not be afforded in respect of:

Hail damage and damage caused by weight of snow affecting plants only.

**4.3. Building, condominium unit**

insurance shall be afforded in respect of:

The buildings or condominium unit stated in the schedule.

Insured benefits if mentioned in the policy:

- Equipment and materials;
- Structural installations on the same property outside of the building which do not belong to the building. E.g. swimming pool, retaining wall, stairs, ways, gateways, letter boxes, flagpole, fences and suchlike;
- Special foundations.

**4.3.1. Costs/Rental income**

insurance shall be afforded in respect of: the costs, as shown below, which arise in connection with insured loss or damage to the insured building:

1 The costs effectively incurred on clearing the remains of the insured building from the site of the loss and on taking the same to the nearest suitable landfill site, as well as those incurred on dumping, waste disposal and destruction.

2 The costs incurred on the demolition of building remains identified by the loss adjusters as having no value.

3 The additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the home cannot be lived in following loss or damage including costs of move.

4 The effective loss of rental income arising from the unavailability for use of rented space in the insured building or condominium unit, for a maximum period of 24 months.

5 Emergency glazing, emergency doors, emergency locks; the costs effectively incurred on carrying through the measures decided upon.

6 Lock replacement costs. The costs effectively incurred on changing or replacing keys, magnetic cards and the like or locks at the locations named in the policy and on safe deposit boxes rented by the insured persons.

#### 7 Relocation and protection costs

Costs which occur if for the reconstruction of insured objects other objects have to be moved, changed or protected.

#### 8 Cost increases

The cost increases between occurrence of a loss and the undertaken reconstruction of the building.

9 The costs incurred on:

- the use of leak detectors, to the extent that these are required in order to find the site of the leak;
- uncovering burst pipes and on bricking up or covering the repaired pipes, including outside the building, to the extent that these pipes serve the insured building. If pipes serve several buildings, then the costs shall be proportionally reimbursed.

#### insurance shall not be afforded in respect of:

- a The costs of renovation or disposal of water and soil (including fauna and flora), even when these are mixed in with or covered by insured property, and the costs of air purification.
- b The costs incurred on uncovering broken soil registers, soil probes, underground tanks and the like, and on bricking them up or covering them when repaired;
- c The costs incurred on removing the cause of the loss or damage (except in the case of frost damage), and on maintenance and loss prevention measures.

#### insured benefits:

10 Costs and rental income pursuant to subsection 4.3.1., sub-paragraphs 1-8, up to 10% of the sum insured for buildings, and at least CHF 5,000.

11 Costs incurred on the use of leak detectors and on uncovering and bricking up or covering pipes pursuant to subsection 4.3.1., sub-paragraph 9, up to CHF 5,000, unless otherwise agreed.

#### Insured benefits if mentioned in the schedule:

##### **Equipment and materials**

Equipment and materials for maintenance of the inhabited or owned building and the corresponding area.

##### **Damage to the building and costs**

- Damage to the building in case of burglary, robbery or such an intention to the insured building inclusive structural installations;
- Key replacement costs and costs for emergency measures in case of burglary, robbery or such an intention up to CHF 5,000 per event. Decisive are the costs incurred on changing and replacing keys, magnetic cards and the like, as well as locks, at the insured buildings. Included are the costs of emergency glazing, emergency doors and emergency locks up to CHF 10,000 per event.

#### **Costs of decontamination**

In the case of the costs of decontaminating soil and extinguishing water, the expenditure shall only be reimbursed if public rulings:

- were issued as the result of acts or decrees which came into force before the occurrence of the claim;
- were issued within one year of the occurrence of the claim;
- were notified to the insurer, irrespective of time periods prescribed for appeal, within 3 months of the policyholder's becoming aware of the same;
- concern contamination which is proven to have resulted from loss or damage covered hereunder.

If any existing contamination of the soil is increased as the result of the occurrence of the claim, then only that expenditure shall be reimbursed which exceeds the amount required for the removal of the preexisting contamination, and namely irrespective of whether and when this amount would have been expended had the claim not occurred.

Indemnity shall only be paid where the policyholder is unable to claim any reimbursement or is unable to claim full reimbursement under another insurance contract.

The limit of indemnity is CHF 20'000 per event.

#### **5. WHAT RISKS CAN BE INSURED?**

Provided it is so stated in the schedule, the insurance shall extend to include:

##### **5.1. Fire**

#### insurance shall be afforded in respect of:

- 1 Loss or damage caused by fire, smoke, lighting, explosion (with the exception of sonic boom) and implosion;
- 2 Loss or damage caused by the falling or forced landing of aircraft and spacecraft or parts thereof, as well as meteorites or other heavenly bodies;
- 3 Misplacement as the result of a fire loss;
- 4 scorching damage and damage to contents which are exposed to a friendly fire or to heat, up to CHF 5,000 per event.

#### insurance shall not be afforded in respect of:

- a Loss or damage caused by the effect of smoke, where the effect is in line with the intended purpose of the smoke or gradual;
- b Damage to live electrical equipment and lines caused by the effect of the electrical energy itself, by overvoltage or due to such equipment and lines heating up as the result of their being overloaded;
- c Damage caused to electrical protection devices such as non-renewable fuses whilst they are fulfilling their normal intended purpose;

d scorching damage by any gradually operating cause;

## 5.2. Natural perils

insurance shall be afforded in respect of:

- 1 Loss or damage caused by flood, inundation, storm (= wind of at least 75 km/h, toppling trees or tearing the roofs off buildings), hail, avalanche, weight of snow, rockfall, falling stones, landslide;
- 2 Misplacement as the result of a natural peril loss.

insurance shall not be afforded in respect of:

- a Loss or damage caused by subsidence, heave, poor quality building land, faulty structural design, defective maintenance of the building, failure to introduce protective measures, artificially induced earth movements, snow sliding off roofs, groundwater, rise and overflow of waters which is from experience known to recur at shorter or longer intervals;
- b Irrespective of its cause, loss or damage caused by water from artificial lakes or other artificial water installations, water backing up from pipes;
- c Damage from weight of snow only affecting tiles or other roofing materials, chimneys, gutters or outside drain pipes;
- d Storm and water damage to ships on water.

insured benefits (limit of indemnity):

3 Cover is provided for Buildings and Contents in accordance with the Natural Catastrophe Extension Clause for France (Fire, All Risk and Others) NMA1972 as attached. The indemnity provided will not exceed the sum insured and such cover will be in accordance with the terms and conditions of this contract at the time the natural catastrophe first occurs.

4 Indemnities payable for damage to goods and chattels shall not be aggregated with those payable for damage to buildings.

5 Losses which are separate in time and space shall constitute one event whenever they are attributable to the same atmospheric or tectonic cause.

## 5.3. Theft

insurance shall be afforded in respect of:

Damage, conclusive evidence of which can be provided by traces and tracks, witnesses or based on the circumstances; and namely:

1 Burglary, which the following come within the scope of:

- Loss or damage resulting from theft and caused by perpetrators who make a forcible entry into a building or into a room of a building or who break open a receptacle contained therein. This does not include loss or damage as the result of vehicles in the open being broken into;
- Outbreak theft which means a theft caused by an enclosed delinquent, who escapes forcibly from a building or from a room of the building;
- Theft damage caused by unlocking using the correct keys or codes, magnetic cards and the like, provided the perpetrator acquired these on the occasion of a burglary or through robbery;

- Damage to buildings and / or contents at the stated insurance location.

2 Robbery, which the following comes within the scope of:

Loss or damage resulting from theft under the threat of or use of violence against insured persons or whenever a person is incapable of offering resistance on account of death, unconsciousness or of an accident. This does not include loss or damage as the result of pickpocketing and theft by trickery.

3 Ordinary theft, which the following comes within the scope of:

Loss or damage resulting from theft which is deemed to be neither burglary nor robbery.

insurance shall not be afforded in respect of:

- a loss or damage resulting from losing or mislaying something;
- b the content of movable structures which are not located on the premises at the insured location;
- c loss or damage as the result of a fire or natural peril loss;
- d loss or damage caused by persons living in the same household;
- e loss or damage resulting from ordinary theft away from home unless it is specially agreed and mentioned in the schedule.

## 5.4. Water

insurance shall be afforded in respect of:

1 Loss or damage as the result of water and liquids flowing out of pipe systems, including any equipment and apparatus connected to the same, which serve only the insured building or a facility located therein;

2 Loss or damage as the result of liquids flowing out of heating systems and tanks, and out of heat exchanger and/or heat pump circulatory systems for the acceptance of all kinds of ambient heat such as solar radiation, geothermal heat, groundwater, ambient air and the like and/or air conditioning units, which serve only the insured building;

3 Loss or damage as the result of water suddenly, but not gradually, flowing out of waterbeds, permanently installed swimming pools, air conditioning units, ornamental fountains and aquariums.

4 Misplacement as the result of a water loss;

5 Damage to the inside of the building caused by rain, snow, and water from melted snow, provided the water has penetrated into the building through the roof, or from gutters, outside drain pipes or through closed windows, doors and skylights;

6 Damage to the inside of the building caused by the backing up of sewers or by groundwater;

Under the buildings insurance, coverage shall moreover be afforded for the following

7 Frost damage to water pipe systems and any equipment connected to the same inside the building and pipes outside in the ground, insofar as these serve the insured building. Indemnity shall be provided for the costs of repairing and thawing pipes.

insurance shall not be afforded in respect of:

- a Damage caused when filling liquid containers and when carrying out overhaul work;

- b Damage caused to heat exchanger and/or heat pump circulatory systems and/or air conditioning units themselves as the result of water being mixed with other liquids inside these systems;
- c Damage to the house facade (outside walls including insulation) caused by rain, snow and water from melted snow;
- d Damage to the roof (to the load-bearing structures, the roof surface and the insulation);
- e Thawing and repair of gutters and outside drain pipes;
- f The costs of clearing away snow and ice;
- g Loss or damage caused as the result of water penetrating through open skylights, makeshift roofs or through openings in the roof on the occasion of the construction of new buildings, reconstruction or other work;
- h Damage caused by water backing up, for which the owner of the pipes is liable;
- i Damage to refrigerating plants caused by artificially produced frost;
- j Loss or damage as the result of a fire or natural peril loss;
- k Loss or damage resulting from subsidence, heave, poor quality building land, faulty structural design, defective maintenance of the building;
- l Loss or damage as the result of a failure to introduce protective measures.

#### 5.5. Fixed glass in buildings

insurance shall be afforded in respect of:

- 1 Breakage of fixed glass in buildings forming part of the rooms used by the insured persons, i.e. all glass, including glass blocks and lighting globes, permanently fixed to the building. Plexiglas or similar plastics are equally insured where they are used instead of glass;
- 2 Breakage of glass ceramic cooking surfaces, sinks, basins, toilets (including cisterns) and bidets, including the costs of installation and of the accessories and fittings required for installation;
- 3 Glass parts of solar heat collectors and photovoltaic systems which serve for the insured buildings;
- 4 Clearance and waste disposal costs;
- 5 Costs of emergency glazing;
- 6 Damages caused by civil disturbance or malicious damage;
- 7 Directly resulting damage to the building and personal property caused by breakage of glass as described in 1 & 2 above.

insurance shall not be afforded in respect of:

- a Loss or damage as the result of a fire or natural peril loss;
- b Loss or damage caused by building work;
- c Indirect damage and any wear and tear damage, as well as damage to electrical and mechanical equipment forming part of automatic toilet facilities.

#### 5.6. Fixed glass in furniture

insurance shall be afforded in respect of:

Breakage of fixed glass in furniture as well as table tops made of natural and artificial stone.

insurance shall not be afforded in respect of:

- a Damage to hand mirrors, optical glass, glass crockery, glass figures, container glassware, any kind of light fitting and visual display screens;
- b Consequential damage and wear and tear damage.

#### 5.7. Luggage

insurance shall be afforded in respect of:

- 1 Damage to luggage, i.e. items for personal use whilst travelling and whilst staying at your destination (for no more than 3 months), which you take with you or hand over for carriage to a common carrier;
- 2 Bicycles, sailboards and wave boards, inflatables and collapsible boats, as well as spectacles and contact lenses, are insured against loss and damage only during carriage by an appointed common carrier;
- 3 Loss of luggage during carriage by an appointed common carrier.
- 4 Necessary purchases which you must unavoidably make as the result of the late delivery of your luggage by the carrier entrusted with the transport thereof, up to 20% of the sum insured stated in the schedule for luggage.

insurance shall not be afforded in respect of:

- a Musical instruments, works of art and tools, mobile phones, EDP equipment and PCs, hardware and software, prosthetic aids and artificial limbs;
- b Money;
- c Loss or damage resulting from the effects of temperature and weather;
- d Loss or damage resulting from wear and tear or from the consequences of the natural state of the insured article;
- e Loss or damage caused by pearls and precious stones falling out of their settings;
- f Damage to sports equipment such as skis, sleds, tennis racquets and the like whilst being used;
- g Loss or damage caused whilst travelling to and from work; this is not deemed to be travel;
- h Activities connected with a loss occurrence;
- i Loss or damage as the result of a fire or natural peril loss;

#### 5.8. Deterioration of frozen food

insurance shall be afforded in respect of:

Spoilage of frozen food caused by the accidental failure of the freezer/refrigerator.

insurance shall not be afforded in respect of:

Damage to the freezer and servicing costs.

#### 5.9. Extended coverage

##### 5.9.1. Civil disturbance

The insurance shall cover:

- sudden and unforeseeable damage and destruction caused by civil disturbance, i.e. acts of violence against people or property committed in the event of riotous assembly, riot or tumult;

- losses caused by looting directly connected to civil disturbance.

insurance shall not be afforded in respect of:

- a Glass breakages;
- b Gardens.

#### 5.9.2. Malicious damage

The insurance shall cover:

- sudden and unforeseeable damage and destruction caused by malicious damage, i. e. any intentional damage or destruction of insured property (for example graffiti);
- malicious damage in the event of strikes and lock-outs are also covered.

insurance shall not be afforded in respect of:

- a Lost property;
- b Gardens.

#### 5.9.3. Vehicle impact

The insurance shall cover:

- losses caused by vehicle impact.

insurance shall not be afforded in respect of:

Damages covered by mandatory liability insurance.

#### 5.9.4. Building collapse

The insurance shall cover:

- damage to insured property resulting from the collapse of buildings or parts of buildings.

insurance shall not be afforded in respect of:

- a Poor building maintenance and poor building land;
- b Properties that are under construction or being converted.

### 6. WHAT ARE THE PREMIUM PAYMENT PROCEDURES?

#### 6.1. Premium payment

The premium is payable in advance on the due date for each insurance year. In case of payment by instalments, the instalments are deemed to be deferred.

#### 6.2. Changing of the premium tariffs

If there is a change to the premiums, the rules governing excesses or, in case of natural peril events, the limit of indemnity, we may demand the adaptation of the contract. We shall inform you of the change no later than 25 days before the expiry of the insurance year.

If you do not agree to the change, then you may cancel either the part of the contract affected by this or the entire contract. Your cancellation shall take effect on condition that it is received no later than the final day of the insurance year.

### 7. WHAT ARE THE PROCEDURES IN CASE OF A CLAIM?

#### 7.1. Making a claim and assessment of the damage

1 You are obliged to submit your claim to us immediately and you shall authorise us to obtain any information which might aid the assessment of the loss or damage. You are obliged in case of a claim to do everything possible to minimise the loss or damage and to salvage the insured property, and

must in this connection comply with any instructions given by us.

2 In case of theft you must notify the police or common carrier without delay. If stolen property or lost luggage is returned to you, you are obliged to inform us of this immediately.

3 Please note that the sum insured does not constitute any proof of the existence of or the value of the insured property and that because of this, you must provide evidence of the amount of the claim. We shall however assist you in this, in that we shall determine the amount of the claim either by consulting with you or with a joint expert, or in the context of an expert appraisal. The request for an expert appraisal can come from you or from us. Each party appoints an expert and the two experts choose an umpire before the process of determining the amount of the claim begins. If the experts are in agreement, their findings shall be binding on both contracting parties. If there is a difference of opinion, the umpire shall decide on those matters that are still in dispute, this within the limits of the findings of both experts. Each contracting party shall meet the costs of its own expert; both contracting parties shall meet half each of the costs of the umpire.

#### 7.2. Calculation of the indemnity

1 In case of a total loss, the indemnity is limited by the sum insured.

2 In case of a partial loss, the maximum we shall reimburse is the costs of the repair.

3 To the extent that loss minimisation costs, when added to the indemnity, exceed the sum insured, we shall only agree to pay these if they were ordered by us.

4 We shall not take into account any sentimental value.

5 For money and benefit limitations pursuant to contents basic cover, there shall only be single entitlement, even if provision is made for such coverage under several policies.

6 We are not obliged to accept salvaged or damaged property.

7 We may arrange at your option for the necessary repairs to be carried out by craftsmen appointed by you.

insurance shall not be afforded in respect of:

Services provided by the fire brigade, police or other parties obliged to offer assistance.

#### 7.3. Definitions

1 Replacement cost is deemed to be:

- **For contents** the amount required at the time of the claim to purchase the item again, less the value of the remains.
- **For buildings** the amount which is payable at the time of the claim for restoration or reconstruction. The maximum that this will be is the locally customary adjusted building cost less pre-existing damage and the value of the remains. If the building is not rebuilt within 24 months in the same borough, to the original size and for the same purpose, the replacement value may not exceed the market value. This shall equally apply whenever the reconstruction is not carried out by the insured, his successor in title or anyone who at the time of

the claim had a legal claim to the acquisition of the building.

2 The market value is the amount which would have been obtained from the sale of the building without land had it been sold at the time of the claim.

3 Scrap value is the amount which can be obtained from the sale of the demolished building without land. For demolished buildings, the replacement value corresponds to the scrap value.

4 The current market value is deemed to be:

- **For contents** the replacement cost less any reduction in value as the result of wear and tear or for other reasons.
- **For buildings** the replacement cost less reductions in the value of the building which have come about since its construction. Any existing remains shall be valued accordingly.

#### 7.4. Excess

##### 7.4.1. Natural peril claims

For each claim, the rightful claimant shall bear the following amounts:

1 in the case of contents insurance: per event CHF 500;

2 in case of the insurance of buildings used exclusively for residential and agricultural purposes: 10 percent of the indemnity, subject to a minimum of CHF 1,000 and a maximum of CHF 10,000;

3 in case of the insurance of buildings serving any other purpose: 10 percent of the indemnity, subject to a minimum of CHF 2,500 and a maximum of CHF 50,000;

The excess is in each case deducted once per event for insurances of goods and chattels and of buildings. Where an event affects several of the policyholder's buildings for which provision is made for a different excess in each case, then the excess shall be a minimum of CHF 2,500 and a maximum of CHF 50,000.

##### 7.4.2. Decontamination costs

The rightful claimant must bear 20% of the indemnity calculated as an excess.

##### 7.4.3. Other losses or damage

For each claim, the rightful claimant shall bear the excess stipulated in the policy.

#### 8. WHAT DUTY OF CARE IS THERE?

##### 8.1. Prevention of damage

The insured persons are obliged to act with the diligence and take the preventive measures which can be reasonably expected under the circumstances.

##### 8.2. Security of the water supply

You are obliged to ensure that,

1 water pipes, including any equipment and apparatus connected to the same, are kept in perfect working order at all times at your expense;

2 arrangements are made to have blocked water pipe systems cleaned;

3 the freezing of water pipes is prevented by taking suitable measures; you must notably arrange, for as long as the building or apartment is unoccupied, even if only temporarily, for water pipes, including any equipment and apparatus connected to the same, to be professionally drained, unless

the heating system is kept running by means of a suitable control.

##### 8.3. Bicycles

The owner is obliged to make a note of the make and frame number and to produce this information in the event of a claim. Bicycles which are kept outdoors must be secured with a lock.

##### 8.4. Luggage

1 If you hand over items to a common carrier for carriage, you must request a receipt.

2 Whenever they are not being worn or used, valuables must be handed over for safekeeping or kept under separate lock and key.

3 Insured property must not be left anywhere where it is accessible to all, e.g. in unlocked vehicles or ships, unless it can be continually overseen by the insured persons.

#### 9. WHAT ELSE APPLIES?

##### 9.1. Breach of regulations, duties and obligations, under-insurance

The insurers shall be entitled to reduce the indemnity by the amount by which the occurrence and extent of the loss or damage was influenced by the negligent breach of:

- obligations of diligence;
- contractual or statutory provisions;
- obligations.

If the sum insured is less than the replacement value (replacement cost) of the entire contents pursuant to sub-paragraph 4.1., the claim shall be indemnified only in proportion to the ratio which exists between the sum insured and the replacement value (under-insurance). This rule shall not apply to the other insured items, i.e. money and costs. In case of contents claims for less than CHF 10,000 or below 10% of the sum insured, we shall refrain from charging for any under-insurance.

##### 9.2. Gross negligence

The insurer waives the right to reduce benefits where the insured event is caused by gross negligence, except if the damaging act or omission is attributable to the influence of alcohol, drugs or medicines.

##### 9.3. Mortgaging

The insurers shall be liable towards mortgages whose claims are not covered by the debtor's assets up to the amount of the indemnity, provided the mortgage:

- is entered in the land register or
- has been notified to the insurers in writing.

This shall equally apply whenever the rightful claimant has forfeited his right to indemnity in full or in part. This provision shall not be applied where the mortgagee is himself a rightful claimant or where he has caused the loss or damage intentionally or through gross negligence.

##### 9.4. Insurance against acts of Terrorism - Article L.126-3 of the French Insurance Code

Pursuant to article L. 126-3 of the French Insurance Code the insurance coverage herein is extended as per the conditions set forth in article L. 126-2 of the French Insurance Code which provides that:



"Where insurance contracts insure against fire damage to property on the national territory and damage to land motor vehicles, the insured is also covered for direct material damage to insured property sustained on the national territory caused by terrorist attacks as defined in articles 421-1 and 421-2 of the French Penal Code.

Repair of material damage, including the costs of decontamination and the repair of immaterial damage caused by such damage are covered within the limits of the deductible and the limit for fire damage set by the contract.

In the event that decontamination of real estate property is necessary, indemnification of the damages, including the costs of decontamination, shall not exceed the market value of the building or the amount of the insured capital.

Moreover, if the insured is covered for business interruption, this cover is extended to the damage caused by terrorist attacks, in accordance with the terms of the corresponding contract.

This cover does not apply to the decontamination of debris and the containment of such debris.

Any clause to the contrary is deemed to be unwritten.

A decree of the "Conseil d'Etat" determines the possible dispensations or exclusions applicable to contracts covering large risks defined in article L. 111-6 with regard to the insurability of such risks."

#### **9.5. Other provisions**

The General Conditions within the Precontractual Information shall apply in addition to these conditions.