

LLOYD'S UNDERWRITERS

PRE-CONTRACTUAL INFORMATION

- A. The Underwriters and contractual partners of the Policyholder (hereafter: "the Policyholder") are underwriting members of the association of underwriters known as Lloyd's (hereafter: "the Underwriters"), having the following domicile, address and legal form:

Lloyd's One Lime Street London EC3M 7HA United Kingdom	Lloyd's Versicherer, London Zweigniederlassung für die Schweiz Seefeldstrasse 7 8008 Zurich Switzerland	Head office: London / United Kingdom Legal form: Association of Underwriters
---	--	---

- B. The insurance contract is concluded with the assistance of the Lloyd's Broker. These are independent insurance intermediaries in the sense of Swiss legislation.
- C. The Policyholder can revoke the application to conclude the insurance contract or the declaration of acceptance thereof within 14 days from the date of such application or acceptance of the insurance contract by the Policyholder in writing or in another form enabling proof by text.
- D. The insurance contract includes among other things the following General Conditions, which contain nine separate provisions. The Policyholder is therefore explicitly requested and required to read carefully through the following information and the nine mainly short and easily understandable provisions. These refer *inter alia* to the following:

Number 1 deals with the general exclusions namely war and hostilities as well as certain losses resulting from ionising or radioactive radiation and in connection with nuclear installations or processes. In these cases, the contract offers no insurance coverage.

Number 2 requires, in accordance with the Swiss Federal Law concerning the Insurance Contract that the questions of the Underwriters in connection with the insurance proposal, whether in writing or in another form enabling proof by text must be answered truthfully. A breach of this duty may lead to the cancellation of and to the loss of rights under the insurance contract; here it should be noted that breaches of duty committed up to 31 December 2005 shall be judged in accordance with the (for the Policyholder or Insured) stricter law in force prior to 1 January 2006 (withdrawal from the contract, forfeiture of premium) applying hitherto.

Numbers 3 and 4 outline individual obligations or duties, which must be observed by the Policyholder or Insured following the occurrence of a loss. A breach of these may entail a loss of entitlement to indemnity.

Number 5 sets out the addresses of the Underwriters to which notices are to be sent by the Policyholder or Insured or the addresses of the Policyholder or Insured to which notices are to be sent by the Underwriters, so that these may have the foreseen effect in a timely manner. Changes of address must be reported without delay.

Number 6 is linked with Number 3 and stipulates the time and place for the payment of claims as well as the preconditions for these becoming due and to be able to be made against the Underwriters.

Numbers 7 and 8 explain how and where a possible legal action can be directed against the Underwriters.

Number 9, finally, refers to the provisions of the Swiss Federal Law concerning the Insurance Contract, which always then apply, should the relevant insurance contract establish no provisions to the contrary (for example in the General Conditions or in the Special Conditions).

- E.** Lloyd's makes two data collections (client data and claims data) in connection with the processing of the insurance contract. The client data serve as evidence of whether an insurance is in existence at Lloyd's. The claims data serve the adjustment of claims. The parties which receive the data are the respective Lloyd's Brokers and the Underwriters; in the event of a claim, potentially also the loss adjusting firm appointed by the Underwriters and, as the case may be, the Swiss Lloyd's UVG Claims Office. The data may only be passed on to other third parties with the agreement of the party or parties so affected or based on a law. The data are stored in part electronically, in part in paper form and are destroyed after ten years.
- F. IMPORTANT NOTICE:** The definitive wording is exclusively and only that of the nine named provisions themselves; the pre-contractual information does not form part of the contract.

GENERAL CONDITIONS

The following General Conditions form part of the insurance contract concluded with the Underwriters. 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

This insurance does not cover:

- 1.1 any loss directly or indirectly occasioned by the following events: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any Government or Public or Local Authority.
- 1.2 (a) damage to any property whatsoever as well as any loss or expense resulting or arising therefrom and any consequential loss,
 - (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.

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 Underwriters 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 Underwriters 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 Underwriters may have already indemnified a loss or losses they shall be entitled to reimbursement.

Also following the conclusion or renewal of this insurance, the Underwriters 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 Underwriters

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 and the Beneficiary shall in the event of loss and as a condition precedent to any rights or claims under this contract report to the Underwriters without delay the occurrence of the loss and shall give the Underwriters all information, proof and evidence in respect of the loss as the Underwriters may reasonably require from them and as may be in their power. The insurance contract can stipulate a specific time limit for the submission of the notice of loss.

4. FRAUDULENT CLAIMS

If the Policyholder or the Beneficiary makes any claim knowing the same to be false or fraudulent as regards the amount or otherwise, the Underwriters 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 or the Beneficiary to the Underwriters shall be served in writing, or in another form enabling proof by text, on the address contained herein, or subsequently brought in writing to the attention of the Policyholder, or at the seat of administration for the entire Swiss business. All notices addressed by the Underwriters to the Policyholder or the Beneficiary shall be served on the address last communicated to the Underwriters.

6. DUE DATE AND PAYMENT OF CLAIMS

Claims shall become due for payment four weeks after the Underwriters 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. LITIGATION

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

8. JURISDICTION

In the event of any litigation, the Underwriters 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.

9. APPLICABLE LAW

As far as this contract provides nothing to the contrary, the provisions of the Swiss Federal Law concerning the Insurance Contract of 2 April 1908 shall be applicable.

01/01/24
LMA2242B-EN

LLOYD'S UNDERWRITERS

GENERAL CONDITIONS OF INSURANCE (AVB)

TABLE OF CONTENTS

1. INSURED SUBJECT MATTER

Insured items

2. TERRITORIAL SCOPE

At the location

3. TERM OF THE CONTRACT

- 3.1. Inception and term
- 3.2. Termination or renewal on expiry
- 3.3. Termination on change of ownership
- 3.4. Termination in the event of a claim

4. INSURED PERIL

5. GENERAL EXCLUSIONS

6. PREMIUM PAYMENT

- 6.1 Premium payment
- 6.2 Changing of the premium tariffs

7. PROCEDURE IN THE EVENT OF A CLAIM

- 7.1. Obligations
- 7.2. Determination of the claim amount
- 7.3. Calculation of the indemnity
- 7.4. Under-insurance
- 7.5. Excesses
- 7.6. Type of Insurance
- 7.7. Duty of Care

8. SUNDRY PROVISIONS

- 8.1. Breach of regulations, duties, and obligations
- 8.2. Multiple Insurance
- 8.3. Subrogation
- 8.4. Securing of collateral
- 8.5. Other provisions

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. INSURED SUBJECT MATTER

Insured items

The buildings at the location stated in the schedule including outbuildings, walls and gates. For the purposes of distinguishing between buildings and personal property, the following shall apply:

- In cantons with cantonal building fire insurance, the cantonal provisions shall be valid;
- In other cantons all parts of the building, including any permanent fixtures and fittings, are insured.

Insurance shall not be afforded for property which is insured or is required to be insured under a cantonal insurance policy.

2. TERRITORIAL SCOPE

The insurance coverage shall extend to the locations named in the schedule.

3. TERMS 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 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 for a 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 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 the policyholder of the notice of cancellation. The policyholder will be refunded with the portion of premium relating to the period of unexpired risk.
- The policyholder must give notice of cancellation no later than 14 days after he has 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 insurer shall be entitled to retain the premium. In the case of a partial loss, the policyholder 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. INSURED PERIL

Impact to the buildings by any road vehicle (including goods falling from them) excluding the excess shown in the schedule for each and every claim in respect of each separate insured premises.

Including removal of debris following impact by any road vehicle causing physical damage to the insured location and the cost of removing debris (being the cost incurred with the Insurer's consent) in:

- removing debris dismantling demolishing shoring up and propping portions of the Property Insured
- clearing cleaning or repairing Services as a result of the physical damage but excluding any physical damage which occurred prior to the granting of cover under this insurance.

5. GENERAL EXCLUSIONS

Insurance shall not be afforded for:

- 1 Items and costs which are insured with or are required to be insured with a cantonal insurance office.
- 2 Services provided by public national services and the fire brigade, police or other parties obliged to offer assistance.
- 3 Loss or damage arising from water from artificial lakes and artificial water installations.
- 4 Loss or damage arising from
 - Earthquake;
 - Volcanic eruptions;
 - Alteration of the structure of the nucleus of the atom.

These exclusions shall not apply if the policyholder is able to prove that the claim was in no way connected with these events.

- 5 Loss or damage on the occasion of
 - Warlike events
 - Breach of neutrality;
 - Revolution, rebellion, uprising, civil commotion (acts of violence against persons or property on the occasion of riot, tumult or riotous assembly) and the measures taken to combat this.

6. PREMIUM PAYMENT

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 insurers may demand the adaptation of the contract. The change must be notified no later than 25 days before the expiry of the insurance year.

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

7. PROCEDURE IN THE EVENT OF A CLAIM

7.1. Obligations

The policyholder or rightful claimant must:

1. immediately inform the insurer on the occurrence of an insured event;
2. provide the insurer with full information on the cause and particulars of the claim and permit any investigation which might prove to be useful;
3. on the occurrence of the claim, do everything possible to minimise the loss or damage and salvage the insured items; any instructions given by the insurers in this connection must be complied with;
4. refrain from making alterations to the damaged items which might render difficult or frustrate the identification of the cause or extent of the loss or damage, unless these serve to minimise the loss or damage or are in the public interest.

7.2. Determination of the claim amount

- 1 The sum insured does not constitute any proof of the existence of or the value of the insured items. The insured must provide evidence of the amount of the claim.
- 2 The amount of the claim shall be determined either by the contracting parties themselves, by a joint expert, or as the result of an expert appraisal.
- 3 The request for an expert appraisal can come either from the insured or from the insurer. 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.

7.3. Calculation of the indemnity

7.3.1. General points

- 1 In case of a total loss, the indemnity is limited by the sum insured.
- 2 In case of a partial loss, the maximum that is reimbursed is the costs of the repair.
- 3 Loss minimisation costs shall be indemnified within the limits of the sum insured. If these costs, when added to the indemnity, exceed the sum insured, they shall only be reimbursed if they were ordered by the insurer.
- 4 Any sentimental value shall not be taken into account.
- 5 For items which are no longer used, the current market value shall be reimbursed.
- 6 The insurer is not obliged to accept salvaged or damaged items.
- 7 The insurer may arrange at his option for the necessary repairs to be carried out by craftsmen appointed by him or pay the indemnity in cash.

7.3.2. Items and costs

In the case of buildings the locally customary adjusted building cost less pre-existing damage and the value of the remains.

If the building is not rebuilt within 2 years 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.

In case of insurance based on current market value the sum reimbursed shall be 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. Under-insurance

Rule of average

1. If the sum insured is lower than the replacement value (under-insurance), then the claim shall only be reimbursed in the proportion which exists between the sum insured and the replacement value.
2. In case of claims the amount of which is less than 10% of the sum insured, with a maximum of CHF 20,000, no under-insurance shall be applied.
3. In case of first loss insurance, the claim will be reimbursed up to the limit of the agreed sum insured, without any under-insurance being computed.

7.5. Excesses

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

7.6. Type of Insurance

It is an indemnity insurance in accordance with the Federal Law of Insurance Contract.

7.7. Duty of care

Prevention of damage

The policyholder is obliged to act with diligence and must namely take the measures which can be reasonably expected under the circumstances to protect the premises against the insured peril.

8. SUNDRY PROVISIONS

8.1. Breach of regulations, duties, and obligations

The insurer 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.

8.2. Multiple insurance

If the same interest is insured against the same risk and for the same time with more than one insurance company in such a way that the sums insured together exceed the insured value (multiple insurance), so the policyholder is obliged to inform the insurance company without delay.

In this connection the articles 46b and 46c from the Federal Law of Insurance Contracts are valid.

8.3. Subrogation

In the event of any payment under this policy, the insurer will be subrogated to all the insured's rights of recovery against any person or organisation, and the insured must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured must do nothing to prejudice such rights.

8.4. Securing of collateral

The insurers shall be liable towards mortgagees who have notified the insurer of their mortgage and whose claims are not covered by the debtor's assets up to the amount of the indemnity, even if 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.

8.5. Other provisions

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