

Policy wording

LLOYD'S

Underwriters

Beazley | 1948

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Your contract of insurance

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 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 Insurance Contract Act (**ICA**), shall form the basis of this insurance contract.
- D. The insured risks and the scope of the insurance coverage shall be as shown in the **schedule**, the quote respectively the **policy**, 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**, the quote respectively the **policy**. 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 insurance contract shall inception on the date indicated in the **schedule**, in the quote respectively in the **policy**. The insurance contract is concluded for the duration specified in this **schedule** or in the quote. Insurance contracts with a fixed term and with no renewal clause terminate by implication on the date stipulated in the **schedule**, in the quote respectively in the **policy**. The policyholder may furthermore terminate the insurance contract by giving notice 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 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 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 insurers may cancel the contract furthermore 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.

Precontractual information

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, 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 his 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 **ICA**.

- 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 his consent and thereby expressly authorise the **insurers** to process the data pursuant to the above that 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.

Important information regarding your policy

This **policy**, the **schedule** and any **endorsement** should be read together and form the contract of insurance between **you** and **your insurer**. The **schedule** sets out the sections **you** have selected and any **sum insured** limits that are relevant to **you**; it is **your** evidence of insurance and **you** may need it if **you** wish to make a claim. In return for the payment of the premium (and any tax payable thereon) by **you**, **we** will provide insurance in accordance with the **policy** for those sections shown in **your schedule** in respect of events happening during the **period of insurance**.

When **you** receive the **policy** it is important that **you** read it and the **schedule** carefully to make sure that it meets **your** requirements and needs. The **policy** is arranged in different sections. It is important that:

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your broker** immediately if the **schedule** is not correct or if **you** would like to ask any questions. The **insurers** named hereon bind themselves each for their own part and not one for another. Each **insurer's** liability under this certificate shall not exceed that percentage, section of cover or amount of the risk shown against that **insurer's** name.

Changes we need to know about

The information **you** have supplied to **us** on **your proposal** and/or any supplementary questionnaires is important and is used in the consideration, acceptance and assessment of this insurance. **You** must, therefore ensure that all the information given is accurate and that no information has been withheld. **You** must tell **your broker** of any update, change or amendment to the information that **you** have given **us**. **We** will tell **you** if such change affects **your** insurance and if so, whether the change will result in revised terms and/or premium being applied to **your policy**. If **you** do not inform **us** about a change, it may affect any claim **you** make or could result in **your** insurance being invalid.

Period of insurance

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

We recommend **our** customers review their contract every year to ensure their cover is sufficient for their needs and that any changes to the information **you** have given **us** have been disclosed.

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.

On moving home

1. On moving **home** in **Switzerland** and the principality of Liechtenstein the insurance shall equally be valid during the removal and at the new location.
2. In case of transfer of residence abroad, the insurance shall lapse if **you** move away from **Switzerland**. The insurance shall not apply during the transport.
3. **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, and / or alter terms to reflect the new circumstances.

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 the federal agency orders the change for a legal regulated cover, no cancellation is possible.

Cooling off period

You are entitled to cancel this insurance by contacting **your broker** within 14 days of either the date **you** receive **your policy** documentation; or, the start of the **period of insurance** whichever is the later. A full return of premium will be made subject to the return of any documents issued and no claim having been made.

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 for a year, the insurance shall lapse on the stated date.

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.

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.

Complaints

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** have any questions or concerns about **your number** or the handling of a claim **you** should, in the first instance, contact **your broker**. Please quote **your policy** number and/or claims reference number in all correspondence to enable the matter to be dealt with promptly. If **you** remain dissatisfied, **you** can refer the matter to Lloyd's General Representative for **Switzerland**. The contact details are: Graham West, Lloyd's General Representative for **Switzerland**, Seefeldstrasse 7, 8008 Zurich, **Switzerland**
Tel: +41 (0)44 266 60 70 Fax: +41 (0)44 266 60 79 E-mail: graham.west@lloyds.com

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

Head office and office for German speakers:

Ombudsman of Private Insurance, In Gassen 14, Postfach 181, 8024 Zurich, Switzerland

Tel.: +41 (0)44 211 30 90 Fax: +41 (0)44 212 52 20 E-mail: help@versicherungsombudsman.ch

Branch office for French speakers:

Ombudsman of Private Insurance, Chemin des Trois-Rois, Case postale 5843, 1002 Lausanne, Switzerland

Tel: 021 317 52 71 Fax: 021 317 52 70 E-mail: help@ombudsman-assurance.ch

Branch office for Italian speakers:

Ombudsman of Private Insurance, Via Giulio Pocobelli 8, Casella postale, 6903 Lugano, Switzerland

Tel: 091 967 17 83 Fax: 091 966 72 52 E-mail: help@ombudsman-assicurazione.ch

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

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 **Insured**. Lloyd's Underwriters General Representative for **Switzerland** shall be authorised to represent all the undersigned **Insurers** in any litigation with the right for substitution in legal proceedings.

Definitions

Wherever these words in bold appear they will have the meanings shown. Wherever **sum insured** sub limits are shown they can be increased by **insurers** upon special agreement and if so agreed will be shown by **endorsement** on **your schedule**.

Accidental damage	Physical damage caused suddenly and unexpectedly
Broker	The insurance intermediary who arranged this cover on your behalf
Buildings	<ul style="list-style-type: none"> The home and its decorations including fixtures and fittings, fitted appliances, permanently attached to the structure of the home, sanitary ware, ceramic hobs, fixed glass and double glazing (including the cost of replacing frames), plexiglas or similar plastics are equally insured where they are used instead of glass, domestic oil or gas tanks, interior decorations all owned by you or for which you are legally responsible within the premises shown on your schedule. Structural installations at the premises such as swimming pools, retaining walls, stairways, tennis courts, paved terraces, ornamental fountains and ponds, drives, paths, patios, gateways, letter boxes, flagpoles, fences and special foundations, equipment and materials up to the sum insured shown on your schedule. Technical installations which are permanently fixed to the buildings and which serve the premises named in the schedule, including but not limited to heating, heat pumps, soil probes, soil registers, pumps, filtration installations, air conditioning and ventilation systems, solar panels, photovoltaic installations, shade producing systems (such as for example electric awnings), elevator and garage doors. <p>For the purposes of distinguishing between buildings and personal property, the following shall apply:</p> <ul style="list-style-type: none"> In cantons with cantonal building fire insurance, the cantonal provisions shall be valid; In other cantons the norms for the building insurance.
Contents	<p>Household goods, and personal possessions, which are your property or for which you are legally liable, including:</p> <ul style="list-style-type: none"> entrusted property for private use; pedal cycles; leased or rented items; structures that are neither fixed nor permanent and that are of non-massive construction with a value no greater than CHF 5'000; guests' effects in your home; tenant's fixtures and fittings, carpets and curtains; radio and television aerials, satellite dishes, their fittings and masts which are attached to the home; outdoor and garden property outside the home but within the premises up to CHF 25'000 in total; money; deeds and registered bonds and other personal documents up to CHF 5'000; wine collections up to CHF 10'000 but no more than CHF 500 per bottle; office equipment up to CHF 25'000; domestic oil in fixed fuel oil tanks up to CHF 7'500 including cost of clearing up soil and / or water and gas at the premises caused by a sudden and unforeseen oil leakage from your domestic oil installation. fine art and antiques up to CHF 50'000 in total musical instruments up to CHF 5,000 in total valuables up to CHF 30'000 in total <p>Contents does NOT include:</p> <ul style="list-style-type: none"> motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories; any living creature; any part of the buildings; any property held or used for business purposes other than office equipment; any property insured under any other insurance.

Definitions

Credit cards	Credit cards, charge cards, debit cards, store cards, bankers cards and cash dispenser cards belonging to you or your family .
Domestic Staff	Any person employed by you under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the home .
Endorsement	A change in the terms and conditions of this contract of insurance detailed within your schedule .
Excess	The amount shown on your schedule or endorsement which you will be responsible for paying for each and every event giving rise to a claim.
Family	Any members of your family permanently residing at the home or whilst in full time education (including adopted children, step-children and foster children), fiancé(e)s, co-habitees, domestic staff or partners but not including lodgers or tenants.
Fine art and antiques	Any article of recognised artistic or collectable nature of whatsoever description other than valuables which belong to you . This definition includes but is not limited to tapestries, rugs, furniture, paintings, etchings, manuscripts, sculptures, porcelain, gold, silver and gold and silver-plated items, objets d'art, contemporary art, clocks and barometers, stamp collections, wine collections valued at over CHF 10'000, coin and / or other articles forming part of a collection.
Home	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown on your schedule . If several locations are insured, there shall be free movement between them for section 2, Contents .
ICA	Federal Law on Insurance Contracts of 2 April 1908 (SR 221.229.1)
Money	Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, savings stamps and savings certificates, travellers' cheques, coins and medals, bonds, premium bonds, precious metals and gift tokens. All held for private or domestic purposes. No greater than CHF 5'000 any one claim or CHF 10'000 if kept in a locked safe.
Natural perils	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.
Occupant	A person or persons authorised by you to stay in the home overnight.
Office equipment	Computers, printers, fax machines, photocopiers and other equipment belonging to you and used in conjunction with any business work you conduct at or from an office within your home . Office equipment does NOT include: <ul style="list-style-type: none"> • property more specifically insured by any other insurance. • compensation for you not being able to use the computer or any equipment following loss or damage. • loss of magnetism or corruption of data. • the equipment being confiscated or repossessed. • the cost of reconstituting any lost or damaged data. • loss or damage to computer software, software tapes / disks / CD or DVD roms, and any data stored. • any money held for business purposes. • any business stock, stationery and equipment over CHF 15'000.
Ordinary theft	Theft which is neither burglary nor robbery
Outdoor and garden property (content)	Those items designed to be left or used outdoors including garden furniture, children's play equipment, statues and ornaments, other than fine art and antiques , domestic garden maintenance equipment, ride-on lawnmowers and power equipment.

Definitions

Pedal cycles	Bicycles, e-bikes and light mopeds with an electric motor, a motor power of maximum 0.50kW and a maximum speed of 25km/h where no liability insurance is required by law in accordance with art. 18 lit. b VTS. Up to CHF 5'000 any one cycle unless otherwise agreed and stated in the schedule .
Period of insurance	The length of time for which this insurance is in force, as shown on your schedule and for which you have paid and your insurers have accepted a premium.
Personal possessions	Clothing, baggage, sports equipment and other items normally worn or carried about the person and all of which belong to you . Personal possessions do not include valuables .
Policy	The formal wording of your insurance.
Premises	The address which is named on your schedule .
Proposal	The application for insurance provided by you whether verbally or in writing which describes you , any details specific to you or the property and all material information relevant to the cover which you have requested.
Sanitary ware	Washbasins, sinks, bidets, toilets, pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this contract of insurance and contains details of you , the premises , the sums insured , the period of insurance and the sections of this contract of insurance which apply.
Serious claim	An insured claim under Section One and / or Section Two that is CHF 50'000 or greater and / or where as a consequence of a permissible claim under this policy , the police and / or authorities, have mandated that you return to your home .
Specified	Items individually declared by you and specifically insured to an agreed value and recorded by us on your schedule .
Standard construction	Built of brick, stone or concrete, or any modern timber framed houses and roofed with slates, tiles or any incombustible mineral ingredients.
Sum Insured	The maximum amount, shown on your schedule (or any subsequent specification or endorsement) your insurers will pay you for any section or individual item in the event of a claim.
Switzerland	Switzerland and the principality of Liechtenstein
Theft / Attempted Theft	Burglary, robbery and ordinary theft . Theft is also considered as the use of the correct keys or codes, magnetic cards and the like, provided the perpetrator acquired these on the occasion of a burglary, ordinary theft or through robbery and 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.
Unoccupied	Your home is considered to be unoccupied whenever it is insufficiently furnished for normal living purposes or although furnished has been without and / or intended to be without an occupant for a period in excess of 90 days.
Unspecified	Individual items, pairs or sets not separately declared by you either on your proposal or verbally and that are not specifically recorded by us on the schedule
Valuables	Personal jewellery and watches that may be worn by you or members of your family resident with you .

Definitions

We / us / our / insurer	A F Beazley Syndicates 5361 / 5311 – Lloyd's Brussels
You / your / insured	The person or persons named on your schedule and all members of their family who permanently live in the home

General conditions

Each **home** included under this contract of insurance is considered to be covered as if separately insured. **Your** duties under this insurance are as follows:

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **us** as soon as possible if **you**:
 - Stop using the **home** as **your** permanent private residence
 - Leave the **home** without an **occupant** for more than 90 consecutive days.
 When **we** receive this notice, **we** have the option to change the conditions of this insurance.
3. **You** must tell **your broker** before **you** start any conversions, extensions, renovations or other structural work to the **buildings** where the estimated cost of the work is CHF 100'000 or greater. **Your broker** must be informed at least 30 days before the work starts and before **you** enter into any written contract for the works. **You** do not have to tell **us** if the work is for redecoration only. When **we** receive this notice **we** have the option to withdraw, alter or restrict cover.
4. **You** must tell **us** of any change to the information declared on **your proposal** or any other supplementary questionnaire that could affect the assessment of risk and the premium charged. If **you** are unsure as to what information **you** need to disclose please, refer to **your broker** for guidance.
5. **You** must take all reasonable steps to safeguard **your** property at all times.

Security of the water supply

You are obliged to ensure that;

- (a) water pipes, including any equipment and apparatus connected to the supply, are kept in perfect working order at all times at **your** expense;
- (b) arrangements are made to have blocked water pipe systems cleaned;
- (c) the freezing of water pipes is prevented by taking reasonable steps to prevent damage; **you** must notably arrange, for as long as the **building** or apartment is **unoccupied**, for water pipes, including any equipment and apparatus connected to the supply, to be professionally drained, unless the heating system is in continuous operation to maintain a minimum temperature of 15 degrees Celsius between the 1st October and the 1st April inclusive.

Pedal cycles

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. **Pedal cycles** which are kept outdoors must be secured with a lock.

Luggage

- (a) If **you** hand over items to a professional carrier for carriage, **you** must request a receipt.
- (b) Whenever they are not being worn or used, **valuables** must be handed over for safekeeping or kept under separate lock and key.
- (c) 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.

If **you** fail to comply with any of the above duties this insurance may become invalid, **your** claim could be affected and or the terms of this insurance may be altered.

Adequacy of sum insured

You must at all times ensure that **your sums insured** are maintained at full value:

- **Your sum insured for buildings** must be the estimated cost of rebuilding if the **buildings** were destroyed. The **sum insured** must also include an allowance for professional fees and site clearance.
- The replacement cost is deemed to be 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.
- **Your sum insured for contents** must be the cost to replace as new. Replacement cost is deemed the amount required at the time of the claim to purchase the item again.
- **Your sum insured for valuables and fine art and antiques** must reflect the current market value.

General conditions

Insurers dispense with their right to decrease the insurance sum

In case of partial loss we renounce our right to reduce the sum insured to the remaining amount as mentioned in art. 42 ICA provided you agree to carry out our recommendations to prevent further losses occurring

Non-disclosure

If the **Insured** or any person insured hereunder shall have made upon conclusion of this insurance a false declaration of a material fact which he or she knew or ought to have known and about which he or she has been asked in writing, or if he or she 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 written declaration within four (4) 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 then they shall be entitled to reimbursement. Also, following the conclusion or renewal of this insurance, the **Insurers** shall be entitled to cancel this **policy** during all subsequent renewal periods, if the **Insured** falsely declared or omitted to declare such information to the **Insurers**.

What else applies?

1. Breach of conditions, duties and obligations

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:

- contractual or statutory provisions;
- duties, conditions and obligations stated within this **policy**.

2. Mortgaging

The **insurers** shall be liable towards mortgagees 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.

General exclusions

(a) Radioactive contamination and nuclear assemblies exclusion

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
2. 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.

(b) War exclusion

We will not not pay for 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.

(c) Existing damage

We will not pay for loss or damage occurring before cover starts or arising from an event before cover starts.

(d) Deliberate damage

We will not pay for loss or damage caused deliberately by **you** or any person lawfully in the **home**.

(e) Indirect loss or damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this contract of insurance.

(f) Loss of value

Following payment of a claim within the terms of this contract of insurance **we** shall not be liable for any subsequent loss of value of the property insured.

(g) Loss of profit

We will not pay for loss or damage or liability caused by loss of profit, business interruption or any economic loss of any kind.

(h) Pressure waves

We will not pay for any damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

(i) Gross negligence

The **insurer** waives the right to reduce benefits where the insured event is caused by gross negligence (Art. 14 ICA), except if the damaging act or omission is attributable to the influence of alcohol, drugs or medicines.

(j) Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

General exclusions

(k) Biological and chemical contamination clause

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;
3. 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.

(l) Limited Cyber and Data Exclusion

The following exclusions apply to the whole of the contract.

We will not pay for any:

(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.

(m) Communicable Disease

This policy does not insure 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.

Claim conditions and how to make a claim

Naturally, **we** hope **you** won't have any accidents or misfortune, but if **you** do and wish to make a claim, please contact **your broker** as soon as possible. At the time of making a claim, **you** will be asked for the **policy** number stated on **your schedule** and full details of the claim.

Your duties

In the event of a claim or possible claim under this insurance:

1. **You** must notify **us** as soon as possible, giving full details of what has happened.
2. **You** must provide **us** with written details of what has happened as soon as possible and provide **us** with full co-operation and such assistance as **we** may reasonably require at **your** expense.
3. **You** must inform the local police as soon as possible following malicious acts, violent disorder, riots or civil commotion, **theft, attempted theft** or lost property and **you** should ensure, wherever possible, that **you** obtain an incident or crime number from the police to substantiate the incident.
4. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
5. **You** must take all reasonable care to limit any loss, damage or injury.
6. **You** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
7. **You** must not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties this insurance may become invalid.

How we deal with your claim

Defence of claims we may:

- Take full responsibility for conducting, defending or settling any claim in **your** name
- Take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Other insurance

Subject to art. 71 **ICA**, **we** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected. This clause does not apply to fatal injury under Section Two (J).

Fraudulent Claims

If **you** make 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.

Proof of Value and Ownership

It is **your** responsibility to prove any loss therefore **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim. If **you** wish to specify an item **we** will either request proof of value prior to providing cover for the item or at the time of a claim.

Payment of Claims

Claims shall become due for payment four (4) weeks after the **insurers** have received the final information as mentioned under 'duties' concerning the loss or damage and have been able to satisfy themselves as to the correctness of the claim. Claims shall be paid at the Swiss domicile of the **Insured**.

Litigation

Legal actions for the full claim may be directed against Lloyd's Insurance Company S.A. The defendant Company shall be represented by the Lloyd's General Representative for Switzerland.

Section 1 – Buildings

The following cover applies only if **your schedule** shows that it is included and is subject to the **excess** stated on **your schedule** or by **endorsement**.

What is covered	What is not covered
<p>This contract of insurance covers the buildings for loss or damage directly caused by the following insured perils:</p> <p>Perils 1-4 are only insured under this policy if Cantonal Insurance is not applicable.</p>	<p>We will not pay:</p>
1) Fire, lightning, scorching, explosion and implosion	a) For scorch damage caused by any gradually operating cause;
2) Smoke	<p>a) For loss or damage caused by smog, smoking, agricultural or industrial operation</p> <p>b) For loss or damage caused by the effect of smoke, where the effect is in line with the intended purpose of the smoke or damage gradually arising over a period of time;</p>
3) Aircraft and other flying devices or items dropped from them as well as meteorites or other heavenly bodies	
<p>4) Natural perils: 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;</p> <p>Displacement as the result of a natural peril loss.</p>	<p>a) For 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;</p> <p>b) Irrespective of its cause, for loss or damage caused by water from artificial lakes or other artificial water installations, water backing up from pipes;</p> <p>c) For damage from weight of snow only affecting tiles or other roofing materials, chimneys, gutters or outside drainpipes.</p> <p>d) For damage caused by vibrations from earthquakes or volcanic eruptions.</p>
<p>5) Escape of water and liquids from and frost damage to fixed tanks, apparatus or pipes including:</p> <p>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.</p> <p>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;</p> <p>Damage to the inside of the building caused by the backing up of sewers or by groundwater;</p>	<p>a) For loss or damage caused by subsidence and heave;</p> <p>b) For loss or damage to domestic fixed fuel-oil tanks and swimming pools;</p> <p>c) For any loss or damage caused by failure of or lack of sealant and/or grout.</p> <p>d) For damage to the house facade (outside walls including insulation) caused by rain, snow and water from melted snow;</p> <p>e) For thawing and repair of gutters and outside drain pipes;</p> <p>f) For the costs of clearing away snow and ice</p> <p>g) For loss or damage caused as the result of water penetrating through open skylights, make-shift roofs or through openings in the roof on the occasion of the construction of new buildings, reconstruction or other work;</p> <p>h) For loss or damage as the result of a failure to introduce protective measures.</p>

Section 1 – Buildings

What is covered	What is not covered
This contract of insurance covers the buildings for loss or damage directly caused by the following insured perils:	We will not pay:
6) Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) For loss or damage while the home is not furnished enough to be normally lived in; b) For any loss or damage caused by gradual emission.
7) Theft or attempted theft	a) For loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry; b) For loss or damage caused to your property caused by theft or attempted theft while the home is unoccupied unless all security devices for the protection of the home are put into full and effective operation.
8) Collision by any vehicle or animal	For any damage caused by chewing, scratching, tearing or fouling by domestic pets.
9) Riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	For loss or damage caused to the interior of your property caused by vandalism or malicious damage while the home is unoccupied unless all security devices for the protection of the home are put into full and effective operation.
10) Breakage or collapse caused by fixed radio and television aerials, fixed satellite dishes and their fittings and masts	For loss or damage to radio and television aerials, satellite dishes, their fittings and masts.
11) Falling trees, telegraph poles or lamp-posts	a) For loss or damage caused by trees being cut down or cut back within the premises ;

Section 1 – Buildings also includes the following cover benefits

What is covered	What is not covered
This section of the contract of insurance also covers:	We will not pay:
<p>A. The cost of repairing accidental damage to</p> <ul style="list-style-type: none"> domestic oil pipes underground water-supply pipes underground sewers, drains and septic tanks underground gas pipes underground cables <p>which you are legally responsible for.</p> <p>Also the cost of breaking into and repairing the pipe between the main sewer and the home following a blockage provided a specialist contractor has attempted to clear the blockage without success.</p>	<p>a) For loss or damage due to wear and tear or damage which happens gradually.</p> <p>b) For any amount over CHF 15'000.</p>

Section 1 – Buildings

What is covered	What is not covered
This section of the contract of insurance also covers:	We will not pay:
B. Also the additional costs of alternative accommodation which you have to pay for while the home cannot be lived in following loss or damage including costs of move which is covered under Section 1. Or loss of rent due to you which you are unable to recover while the home cannot be lived in following loss or damage which is covered under Section 1.	For any amount over 25% of the sum insured for the buildings .
C. Damage to the plants, lawns (including artificial lawns), bushes, shrubs and trees in the garden of your home , directly covered by perils 1,2,3,4,6,8,10 or 11 as set out in Section 1 of this policy .	a) For any amount in excess of CHF 25'000 in total but no higher than CHF 500 in respect of any one tree, shrub, plant or vegetation. b) For any plant, tree or vegetation grown for commercial purposes. c) For loss or damage caused by hail or weight of snow.
D. The cost of Emergency Access - Physical loss or damage caused to the buildings when the emergency services have to use force to enter the home due to an emergency or perceived emergency where your safety is at risk.	For any amount greater than CHF 5'000
E. Expenses you have to pay and which we have agreed in writing for: <ul style="list-style-type: none"> architects', surveyors', consulting engineers' and legal fees the costs incurred on the demolition of building remains identified by the loss adjusters as having no value. costs you have to pay in order to comply with any Government or local authority requirements following loss or damage to the buildings which is covered under Section 1. 	a) For any expenses for preparing a claim or an estimate of loss or damage. b) For any costs if Government or local authority requirements have been served on you before the loss or damage. c) For any amount over 25% of the sum insured for the buildings .
F. Increased domestic metered water charges you have to pay following an escape of water that gives rise to an admitted claim under peril 5 of Section 1.	For more than CHF 3'500 in any period of insurance . If you claim for such a loss under Sections 1 and 2, we will not pay more than CHF 1'750 in total under each section.
G. The cost of finding the source of an escape of water from any fixed water tanks, apparatus, pipes or heating installations following loss or damage to the buildings which is covered under Section 1.	For any amount over CHF 50'000

Section 1 – Buildings

What is covered	What is not covered
This section of the contract of insurance also covers:	We will not pay:
<p>H. Alterations to the home</p> <p>The reasonable cost of alterations to the home made necessary due to an identifiable physical injury to you caused directly by a sudden and unforeseen accident during the period of insurance.</p>	<p>a) For any amount over CHF 10'000 in any one period of insurance.</p> <p>b) For alterations to the home following accidents to domestic staff.</p>
<p>I. The costs of emergency glazing, emergency doors, emergency locks in order to secure the home following an insured event under Section 1 of this policy.</p> <p>The policy excess will not apply to any claim made under this sub-section of cover.</p>	For any amount over CHF 15'000.
<p>J. Reasonable and unexpected costs incurred by you in order for you to return to your home in the event of a serious claim.</p>	<p>a) For any amount over CHF 7'500 in any one period of insurance. If you claim for such a loss under both Sections 1 and 2, we will not pay more than CHF 3'750 in total under each section.</p> <p>b) Any claim if the loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance.</p>
<p>K. Damage to the buildings caused by martens, rodents, insects and wild animals (mammals and birds).</p>	<p>a) For damage caused by termites, woodworm, or wood-boring insects and moths;</p> <p>b) For damage by pets or any privately or commercially kept animals</p> <p>c) For the removal of nests of any type and or the costs of expulsion of and defence against martens, rodents or insects.</p>

Section 1 – Buildings

Accidental Damage to Buildings

The following applies only if you have paid and additional premium and the schedule shows that accidental damage to buildings is included.

What is covered	What is not covered
This section of the contract of insurance also covers:	We will not pay:
Accidental damage to the buildings	<ul style="list-style-type: none"> a) For damage, insurers specially exclude elsewhere under Section 1. b) For damage while the home is being altered, repaired, renovated, restored, maintained or extended. c) For damage while the home is lent, let, sublet or occurring while the home is not furnished enough to be normally lived in. d) For the cost of general maintenance. For loss or damage arising from misuse, faulty design, specification, workmanship or materials, general wear and tear, corrosion, decomposition, oxidation, mechanical or electrical faults or breakdown. If such events, however, lead to unexpected and sudden damage to or destruction of insured objects as a result of a violent external force it shall be covered as being consequential damage. e) For damage caused by termites, woodworm, or wood-boring insects, moths, mould, fungus, rusting, corrosion or any dryness, dampness or contamination caused by atmospheric or temperature changes or exposure to light or any or for any damage arising from a cause that happens gradually f) For loss or damage caused by chewing, scratching, tearing or fouling by domestic pets. g) For loss or damage caused only by a gradual rise in the ground water level. h) For any damage caused by, contributed to by, or arising from any kind of pollution and/or contamination. i) For damage for which the manufacturer, seller, the repair company, the erection company or the maintenance company is legally or contractually liable;

Section 1 – Buildings - Earthquake Extension

The following applies only if the schedule shows that earthquake damage to Buildings is included and an additional premium has been paid.

IMPORTANT: This extension is not available in the Cantons of Valais, Basel-Land, Basel-Stadt, Graubünden and St Gallen.

Cover hereunder is provided for physical damage or destruction to **buildings** directly caused by earthquake shock, which solely for the purpose of this extension, shall mean only the collapse, falling, cracking, rupturing, shifting, crushing, breaking, bursting, fracturing, or shattering, of property insured hereunder, resulting from a shock, shaking, tremor, or convulsion of the earth's surface caused by natural seismic forces. Except fire and / or escape of water from domestic water or heating installations directly or indirectly caused by earthquake, all loss, damage or destruction resulting directly or indirectly from any resulting peril shall not be insured hereunder.

In case of uncertainty as to whether the occurrence was an earthquake, the assessment of the Swiss Seismological Service (SED) is decisive. If more than one such shock, shaking, tremor or convulsion shall occur within any period of one hundred and sixty eight hours, all insured damage or destruction arising therefrom shall be deemed to be a single loss for the purpose of this extension.

If losses due to earthquake are covered with a cantonal or other institution, this insurance shall be considered supplementary insurance and is limited to the portion not covered by the institution. The deductible of a cantonal or other institution will not form part of this insurance cover.

What is covered	What is not covered
<p>In consideration of the premium paid hereon, and subject to the terms, conditions and exclusions of this policy except as herein provided, this insurance is extended to cover loss of or damage to the property insured:</p> <p>(a) Directly caused by earthquake shock, or;</p> <p>(b) by fire directly or indirectly caused by earthquake, or;</p> <p>(c) by escape of water from domestic water or heating instalations directly or indirectly caused by earthquake.</p> <p>Earthquake Excess</p> <p>In respect of insured loss caused by physical damage or destruction following earthquake shock, we shall only be liable for the amount by which such loss during any one period of one hundred and sixty eight consecutive hours exceeds either CHF25'000 or 10% of the loss amount whichever is the greater.</p>	<p>We will not pay for:</p> <p>(a) Damage to Buildings or structures in process of construction, including materials and supplies therefor.</p> <p>(b) Damage to driveways, pavements, curbing, culverts, and sidewalks.</p> <p>(c) Damage or destruction not discovered or, being discovered, not reported to Underwriters together with the amount thereof within one year of the commencement of the Earthquake which caused the damage or destruction.</p> <p>(d) Damage caused by the collapse of artificially created cavities</p> <p>(e) Damage caused by artificially caused earthquakes.</p>

Section 1 – Buildings

How we deal with your claim

If **your** claim is covered under Section 1 **we**, subject to the exclusions, limitations and conditions of the **policy**, will pay:

- The full cost of repair, replacement or rebuilding following an insured event subject to the work being carried out. However, **we** will not provide any contribution, allowance or consideration for the cost of extending improving or refurbishing any part of the **buildings** or tenant's improvements
- 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**. 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. The indemnity is limited by the **buildings sum insured** stated on **your schedule**.
- Reasonable and necessary costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with our prior agreement to assist in the repair or reinstatement of the **buildings**.
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage.
- Costs incurred to comply with government or local authority requirements provided that:
 - a) The **buildings** were originally constructed according to any government and local authority regulations in force at the time; and
 - b) you received notice of the existing requirement or regulation after the damage giving rise to the claim occurred.
- In case of a partial loss, the maximum we shall reimburse is the costs of the repair
- 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.

We will not pay:

- For any reduction in value of the **buildings** insured following repair or replacement paid for under this insurance.
- The cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
- **We** shall not take into account any sentimental value.

Limit of settlement

We will pay no more than the **sum insured** for each **premises** shown on **your schedule** or up to any other limitation stated within the **policy**.

Excess

After arriving at a claims settlement **we** will deduct the applicable **excess** before paying **your** claim. If **your** claim relates to an incident of loss or damage that falls for consideration under more than one section of this **policy** it is the highest applicable **excess** that will be deducted from the total settlement.

Natural perils – Limit of indemnity only

Article 176 of the Supervisory Order (AVO) provides for a reduction in the indemnity in case of major events (indemnity limited any one policyholder to CHF 25 million, any one overall event to CHF 1'000 million). Indemnities payable for damage to goods and chattels shall not be aggregated with those payable for damage to **buildings**. Losses which are separate in time and space shall constitute one event whenever they are attributable to the same atmospheric or tectonic cause.

Section 1 – Buildings

How we deal with your claim

Natural perils – Deductible only

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;

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.

Underinsurance

If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your sum insured** for the **buildings**, then **we** will only pay a proportion of the claim. This will not apply if **your sum insured** represents at least 80% of the rebuilding cost of **your home**. In case of under insurance, **we** pay in every case only a proportion of the claim if the damage results from a **natural peril**. An example of the effect of this clause would be if **your sum insured** only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

Section 2 – Contents

The following cover applies only if your schedule shows that it is included and is subject to the **excess** stated, on your **schedule** or by **endorsement**. We will insure the **contents** in the **home**, or anywhere in the world while temporarily removed (no more than 90 consecutive days), for incidents occurring during the period of insurance but subject to the exclusions, limitations and conditions of the **policy**.

What is covered	What is not covered
<p>This contract of insurance covers the contents for loss or damage directly caused by the following insured perils:</p> <p>Perils 1-4 are only insured under this policy if Cantonal Insurance is not applicable.</p>	<p>We will not pay:</p>
1) Fire, lightning, scorching, explosion and implosion	For scorch damage caused by any gradually operating cause;
2) Smoke	a) For loss or damage caused by smog, smoking, agricultural or industrial operations b) For loss or damage caused by the effect of smoke, where the effect is in line with the intended purpose of the smoke or damage gradually arising over a period of time;
3) Aircraft and other flying devices or items dropped from them as well as meteorites or other heavenly bodies	
4) Natural perils: 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; Misplacement as the result of a natural peril loss.	a) For 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, for loss or damage caused by water from artificial lakes or other artificial water installations, water backing up from pipes; c) For damage from weight of snow only affecting tiles or other roofing materials, chimneys, gutters or outside drain pipes.
5) Escape of water and liquids from fixed tanks, apparatus or pipes including: 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. 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; Damage to the inside of the building caused by the backing up of sewers or by groundwater	a) For any loss or damage caused by failure of or lack of sealant and/or grout. b) For damage to the house facade (outside walls including insulation) caused by rain, snow and water from melted snow; c) For thawing and repair of gutters and outside drain pipes; d) For the costs of clearing away snow and ice e) For loss or damage caused as the result of water penetrating through open skylights, make-shift roofs or through openings in the roof on the occasion of the construction of new buildings, reconstruction or other work; f) For loss or damage as the result of a failure to introduce protective measures.

Section 2 – Contents

What is covered	What is not covered
This contract of insurance covers the contents for loss or damage directly caused by the following insured perils:	We will not pay:
6) Escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	<ul style="list-style-type: none"> a) For loss or damage while the home is not furnished enough to be normally lived in. b) For any loss or damage caused by gradual emission. c) For any loss exceeding CHF 7'500 for the cost of clearing up soil and / or water at the premises caused by a sudden and unforeseen oil leakage from your domestic oil installation or arising from any kind of pollution and/or contamination.
7) Theft or attempted theft	<ul style="list-style-type: none"> a) For loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry. b) For any amount over 15% of the sum insured for contents within detached domestic outbuildings and garages. c) For loss or damage resulting from theft or attempted theft, while the home is unoccupied unless all security devices for the protection of the home are put into full and effective operation. d) For pedal cycles unless locked or kept in a locked building at the time of the theft. e) For money in a hotel or other temporary accommodation unless locked in a safe or safety deposit box. f) For money in case of ordinary theft; g) For money or valuables left in an unattended vehicle. h) For theft of tyres, lamps and accessories unless the pedal cycle is stolen at the same time. i) loss or damage resulting from losing or mislaying something;
8) Collision by any vehicle or animal	For damage caused by chewing, scratching, tearing or fouling by domestic pets.
9) Riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	For loss or damage resulting from vandalism and/or malicious damage while the home is unoccupied unless all security devices for the protection of the home are put into full and effective operation.
10) The cost of replacing food in your fridge or freezer if it is spoiled due to the accidental failure of the fridge / freezer, change in temperature or contaminated by refrigeration fumes. The policy excess will not apply to any claim made under this sub-section of cover.	<ul style="list-style-type: none"> a) For loss or damage caused by any electricity or gas company cutting off or restricting your supply due to non payment of the bill b) For loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action.

Section 2 – Contents

Section 2 – Contents also includes the following cover benefits

This section of the contract of insurance covers:	We will not pay:
A. Accidental breakage of fixed glass and double glazing, plexiglas or similar plastics are equally insured where they are used instead of glass, fixed mirrors, glass tops and fixed glass in furniture, ceramic hobs or sanitary ware forming part of the buildings which you are legally liable for as a tenant and do not have other insurance for.	For the cost of repairing, removing or replacing frames unless in connection with the replacement of glass.
B. Visitors' and non-resident domestic staff's possessions. Cover in respect of visitors' and non-resident domestic staff's personal possessions not insured elsewhere.	a) For any amount over CHF 5'000 any one claim. b) For loss or damage that has occurred away from the home .
C. Damage to the Contents caused by martens, rodents, insects and wild animals (mammals and birds).	a) For damage caused by termites, woodworm, or wood-boring insects and moths; b) For damage by pets or any privately or commercially kept animals c) For the removal of nests of any type and or the costs of expulsion of and defence against martens, rodents or insects.
D. Your contents , if these are not already insured, whilst away from the home , against loss or damage directly caused by any of the events insured under numbers 1-10 under Section 2 while the contents are within the following locations: 1) an occupied private dwelling 2) any property where you are living or working 3) in any boarding school, university, college or student accommodation providing the student still has their permanent address at your home 4) in transit to or from the home to locations 1 to 3.	a) For money or credit cards whatever the value. b) For any amount over CHF 15'000 or 20% of the sum insured whichever is the less but no greater than CHF2'500 in respect of valuables . c) If cover is in force elsewhere. d) For any claim for theft or attempted theft unless accompanied by forcible and violent means. e) For theft or disappearance of contents whilst left unattended or from any vehicle when such vehicle is left unattended, unless the vehicle is securely locked, all doors and windows closed, all security devices set, all keys removed and all items are kept out of sight in the vehicle's glove compartment or locked boot. f) For ordinary theft .
E. Contents in storage Contents but excluding valuables in any furniture depository or professional storage facility caused by any of the events insured under numbers 1-9 under Section 2.	For loss or damage to contents insured elsewhere.

Section 2 – Contents

This section of the contract of insurance covers:	We will not pay:
F. Contents while being professionally removed This section provides automatic cover for physical loss or damage to contents during the course of removal by professional removal contractors between your home and any new residence or to and from any professional storage facility, within Switzerland .	a) For, china, porcelain, glass or brittle articles not professionally and appropriately packed for transportation. b) For any transit outside of Switzerland without prior agreement. c) For any losses more specifically insured elsewhere. d) For any loss or damage to valuables .
G. Your legal responsibility as a tenant for loss or damage to the buildings caused by an event that is covered under Section 1.	a) For any amount over 15% of the sum insured under Section 2 for the contents of the buildings damaged or destroyed. b) For loss or damage caused by subsidence, heave, landslip, fire, lightning or explosion to the buildings ; c) For the cost of maintenance and normal redecoration. d) For loss or damage caused riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously. e) For loss or damage while the buildings are unoccupied and / or not furnished enough to be normally lived in. f) For loss or damage which is excluded under Section 1 of this insurance (whether in force or not).
H. Costs of using other accommodation which you have to pay for if the home cannot be lived in following loss or damage including the costs of move that is covered under Section 2.	For any amount over 25% of the sum insured under Section 2 for the contents of the buildings damaged or destroyed.
I. Up to twelve months rent you have to pay as occupier if the home cannot be lived in following loss or damage which is covered under Section 2.	For any amount over 15% of the sum insured under Section 2 for the contents of the buildings damaged or destroyed.
J. Fatal injury to you , happening at the premises , caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts: <ul style="list-style-type: none"> • CHF 15'000 for each insured person over sixteen years of age, • CHF 7'500 for each insured person under sixteen years of age, at the time of death 	For injury or death of any domestic employees.
K. Costs necessarily incurred by you when replacing locks to the external doors, safes and alarms of your home following theft or loss of the keys. In addition, in the event of a safe at your home jamming or becoming inoperable from any cause your insurers will pay for the opening of the safe by a qualified locksmith. Should the safe be damaged beyond repair by this then your insurers will pay for a replacement of similar quality.	For any amount over CHF 5'000 in any period of insurance .

Section 2 – Contents

This section of the contract of insurance covers:	We will not pay:
<p>L. An automatic increase in the contents sum insured specifically for the purpose and duration of the following:</p> <ul style="list-style-type: none"> 30 days prior to and 30 days immediately after a religious celebration 30 days prior to and 30 days immediately after the wedding day, anniversary or birthday of any member of your family permanently living at the home 	<p>a) For loss or damage specifically excluded elsewhere under Section 2</p> <p>b) For any amount over CHF10'000 any one celebration</p>
<p>M. New acquisitions for newly acquired items of contents, coverage is granted on the basis:</p> <ul style="list-style-type: none"> You inform us within 60 days of the acquisition You pay the additional premium we require The items are under your direct care, custody and control whilst in transit to your home. 	<p>Up to an additional CHF10'000 or 10% of the contents sum insured whichever is the greater.</p>
<p>N. The cost of oil lost from the domestic heating installation following accidental damage to any part of the domestic heating installation</p>	<p>For any amount over CHF 7'500</p>
<p>O. Increased domestic metered water charges you have to pay following an escape of water which gives rise to an insured loss under this policy</p>	<p>a) For any amount over CHF 3'500 in any period of insurance. If you claim for such a loss under Sections 1 and 2, we will not pay more than CHF 1'750 in total under each section.</p>
<p>P. Shopping in transit Loss or damage to food and domestic purchases whilst in transit between the shop and your home.</p> <p>The policy excess will not apply to any claim made under this sub-section of cover.</p>	<p>a) For any amount over CHF 750 any one claim.</p> <p>b) For theft or disappearance of shopping whilst left unattended or from any vehicle when such vehicle is left unattended unless the vehicle is securely locked, all doors and windows closed, all security devices set, all keys removed and all items out of sight in the vehicle's locked glove compartment or boot.</p>
<p>Q. The costs of emergency glazing, emergency doors, emergency locks forming part of the buildings including which you are legally liable for as a tenant in order to secure the home following an insured event under Section 2 of this policy.</p> <p>The policy excess will not apply to any claim made under this sub-section of cover.</p>	<p>For any amount over CHF 15'000.</p>
<p>R. Replacement of identification and other documents belonging to you. 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 following loss or damage insured under Section 2 of this policy.</p>	<p>For any amount over CHF 10'000.</p>

Section 2 – Contents

This section of the contract of insurance covers:	We will not pay:
<p>S. Reasonable and unexpected costs incurred by you in order for you to return to your home in the event of a serious claim.</p>	<p>a) For any amount over CHF 7'500 in any one period of insurance.</p> <p>b) If you claim for such a loss under both Sections 1 and 2, we will not pay more than CHF 3'750 in total under each section.</p> <p>c) For any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance.</p>
<p>T. Credit cards</p> <p>Any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s).</p> <p>Provided that;</p> <ul style="list-style-type: none"> • within 24 hours of your discovering any such loss or theft, you have notified the police or border authorities and, in the case of credit card(s), the card issuing company; and • you have complied with all other conditions of your credit card(s) provider. 	<p>a) For any loss exceeding CHF 10'000 any one claim.</p> <p>b) For any loss where conditions under which your credit card(s) were issued to you have been breached.</p> <p>c) For any loss following fraudulent activity by you or any person related to you.</p> <p>d) For any losses reimbursed to the card holder.</p> <p>e) For any losses insured elsewhere.</p> <p>f) Unless you have first claimed from your credit card provider and they have refused reimbursement.</p>

Section 2 – Contents

Accidental Damage to contents

The following applies only if you have paid an additional premium and the schedule shows that accidental damage to contents is included.

This section of the contract of insurance covers:	We will not pay:
<p>Accidental damage to the contents and accidental loss of personal possessions</p>	<ul style="list-style-type: none"> a) For loss of or damage to valuables b) For damage specifically excluded elsewhere under Section 2. c) For damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon. d) For loss or damage arising from misuse, faulty design, specification, workmanship or materials, general wear and tear, mechanical or electrical faults or breakdown. e) For damage caused by termites, woodworm, or wood-boring insects, moths, fungus, rusting, corrosion or any dryness, dampness or contamination caused by atmospheric or temperature changes or exposure to light or any or for any damage arising from a cause that happens gradually. f) For loss or damage caused by fouling, chewing, scratching or tearing by domestic pets. g) For any amount over CHF 10'000 in total and CHF 2'000 any one item for porcelain, china, glass and other brittle articles unless otherwise specified in your schedule. h) For damage while the home is lent, let or sub-let. i) For any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination. j) For the cost of general maintenance. k) For loss or damage caused only by a gradual rise in the ground water level. l) For loss or damage to wine directly or indirectly caused by or resulting from substitution or mysterious disappearance, bankruptcy or any book-keeping failure of any wine storage facility, evaporation or natural loss of contents, inherent vice, cork-fly or climatic conditions. m) For loss or damage to pedal cycles whilst being used for racing or pacemaking or if let out on hire. n) For damage to tyres, lamps and accessories unless the pedal cycle is stolen or damaged at the same time.

Section 2 – Contents - Earthquake Extension

The following applies only if the schedule shows that earthquake damage to contents is included and an additional premium has been paid.

IMPORTANT: This extension is not available in the Cantons of Valais, Basel-Land, Basel-Stadt, Graubünden and St Gallen.

Cover hereunder is provided for physical damage or destruction directly to **contents** caused by earthquake shock, which solely for the purpose of this extension shall mean only the collapse, falling, cracking, rupturing, shifting, crushing, breaking, bursting, fracturing, or shattering, of property insured hereunder, resulting from a shock, shaking, tremor, or convulsion of the earth's surface caused by natural seismic forces. Except fire and / or escape of water from domestic water or heating installations directly or indirectly caused by earthquake, all loss, damage or destruction resulting directly or indirectly from any resulting peril shall not be insured hereunder.

In case of uncertainty as to whether the occurrence was an earthquake, the assessment of the Swiss Seismological Service (SED) is decisive. If more than one such shock, shaking, tremor or convulsion shall occur within any period of one hundred and sixty eight hours, all insured damage or destruction arising therefrom shall be deemed a single loss for the purpose of this extension.

What is covered	What is not covered
<p>In consideration of the premium paid hereon, and subject to the terms, conditions and exclusions of this policy except as herein provided, this insurance is extended to cover loss of or damage to the property insured:</p> <ul style="list-style-type: none"> (a) directly caused by earthquake shock, or (b) by fire directly or indirectly caused by earthquake. (c) by escape of water from domestic water or heating installations directly or indirectly caused by earthquake <p>Earthquake Excess</p> <p>In respect of insured loss caused by damage or destruction following earthquake shock, we shall only be liable for the amount by which such loss during any one period of one hundred and sixty eight consecutive hours exceeds either CHF10'000 or 10% of the loss amount whichever is the greater.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> (a) damage or destruction not discovered or, being discovered, not reported to Underwriters together with the amount thereof within one year of the commencement of the Earthquake which caused the damage or destruction. (b) damage caused by the collapse of artificially created cavities (c) damage caused by artificially caused earthquakes.

Section 2 – Contents

How we deal with your claim

If **your** claim is covered under Section 2 **we**, subject to the exclusions, limitations and conditions of the **policy**, will pay:

- At **our** option, repair or replace or pay **you** the cost of repairing or replacing any lost or damaged item, pair or set
- Pay no more than the current cost as new or the market value at the time of the loss, for **valuables** and **fine art and antiques**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- In case of a partial loss, the maximum **we** shall reimburse is the costs of the repair.
- 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**.

We will not pay:

- For any reduction in value of the property insured following repair or replacement paid for under this insurance other than where there has been a partial loss for **valuables** and **fine art and antiques** where **we** will pay the cost of restoration or repair plus any depreciation in value
- **We** shall not take into account any sentimental value

Pairs and Sets

We will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Limit of settlement

We will not pay any more than the **sum insured** for **contents** stated on **your schedule** or up to any other limitation stated within the **policy**. The following sub limits are applicable to Section 2 Contents:

- **Outdoor and garden property** outside the **home** but within the **premises** up to CHF 25'000 in total;
- **Money**; deeds and registered bonds and other personal documents up to CHF 5'000;
- Wine collections up to CHF 10'000 but no more than CHF 500 per bottle;
- **Office equipment** up to CHF 25'000;
- Domestic oil in fixed fuel oil tanks up to CHF 7'500 including cost of clearing up soil and / or water and gas at the **premises** caused by a sudden and unforeseen oil leakage from **your** domestic oil installation.
- **Fine art and antiques** up to CHF 50'000 in total
- **Musical instruments** up to CHF 5'000 in total
- **Valuables** up to CHF 30'000 in total

Excess

After arriving at a claims settlement **we** will deduct the applicable **excess**, as shown in **your schedule**, before paying **your** claim. If **your** claim relates to an incident of loss or damage that falls for consideration under more than one section of this **policy** it is the highest applicable **excess** that will be deducted from the total settlement.

Natural perils – Limit of indemnity only

Article 176 of the Supervisory Order (AVO) provides for a reduction in the indemnity in case of major events (indemnity limited any one policyholder to CHF 25 million, any one overall event to CHF 1'000 million). Indemnities payable for damage to goods and chattels shall not be aggregated with those payable for damage to **buildings**. Losses which are separate in time and space shall constitute one event whenever they are attributable to the same atmospheric or tectonic cause. For each claim, the rightful claimant shall bear the following amounts: In the case of **contents** insurance: per event CHF 500; The **excess** is in each case deducted once per event for insurances of goods and chattels and of **buildings**.

Under insurance

If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your sum insured** for the **contents**, then **we** will only pay a proportion of the claim. This will not apply if **your sum insured** represents at least 80% of the value of the **contents** of **your home**. In case of under insurance, **we** pay in every case only a proportion of the claim if the damage results from a **natural peril**. An example of the way this clause operates would be if **your sum insured** only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

Section 3 – Valuables

This section of cover is only available if your schedule shows that it is included.

Cover is subject to the excess stated on your schedule or by endorsement.

What is covered	What is not covered
	We will not pay:
<p>We will insure you for direct physical loss or damage to valuables in the home or anywhere in the world while temporarily removed, for incidents occurring during the period of insurance but subject to the exclusions, limitations and conditions of the policy.</p> <p>Any single item, pair or set valued at CHF25'000 or over for valuables must be individually specified by you and supported by valuations and/or purchase receipts and will be listed separately on your schedule.</p>	<ul style="list-style-type: none"> a) For loss or damage arising from theft or attempted theft if the home is left unoccupied. b) For damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon. c) For loss or damage arising from misuse, faulty design, specification, workmanship or materials, general wear and tear, mechanical or electrical faults or breakdown. d) For damage caused by termites, woodworm, or wood-boring insects, moths, fungus, rusting, corrosion or any dryness, dampness or contamination caused by atmospheric or temperature changes or exposure to light or any or for any damage arising from a cause that happens gradually. e) For loss or damage caused by general wear and tear or electrical or mechanical failure or breakdown other than loss or damage resulting from wear and tear or mechanical breakdown to a clasp, setting or other fastening. f) For theft or disappearance of valuables contained within baggage unless such baggage is carried by hand and under your personal supervision. g) For any amount over CHF 5'000 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant. Subject to the vehicle being securely locked, all doors and windows closed, all security devices set, all keys removed and all items out of sight in the vehicle's locked glove compartment or boot. h) For any amount over CHF 5'000 in total in respect of theft or disappearance of valuables from hotel or motel rooms during your absence from such rooms unless kept in a locked safe and any keys removed from the room when unattended.

Section 3 – Valuables

How we deal with your claim

In the event of loss or damage to the insured property, **we** will, subject to the exclusions, limitations and conditions of the **policy**:

- At **our** option repair or replace or pay **you** the cost of repairing or replacing any lost or damaged item, pair or set
- Pay no more than the current cost as new or the market value at the time of the loss
- For partial losses, pay the cost of restoration or repair plus any depreciation in value.

Pairs and sets

Following loss or damage to a pair or set **insurers** will pay at their option, less any **excess** applying, whichever is the lesser:

- a) the cost of repairing the damaged item to its condition immediately prior to the loss
- b) the cost to replace it
- c) the cost to make up the difference between the market value immediately before and after the loss.

We will not pay the cost of replacing or repairing any undamaged parts which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part. However, if, at **our** request, **you** send the undamaged portion or the part, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit less any **excess** applying.

Specified items

We will pay up to the **specified** value shown on **your schedule** but no higher than any limitation stated under Section 3 of **your policy** for each item, pair or set.

Unspecified items

The most **we** will pay in total for any individual **unspecified** item, pair or set is the current **market value** but no higher than CHF25'000 any one item, pair or set.

Excess

After arriving at a claims settlement **we** will deduct the applicable **excess**, as shown in **your schedule**, before paying **your** claim. If **your** claim relates to an incident of loss or damage that falls for consideration under more than one section of this **policy** it is the highest applicable **excess** that will be deducted from the total settlement.

Section 4 – Fine Art, Antiques and Musical Instruments

The following cover applies only if your schedule shows that it is included.

What is covered	What is not covered
	We will not pay:
<p>We will insure you for direct physical loss or damage to fine art, antiques and / or musical instruments in the home, or anywhere in the world while temporarily removed (no more than 90 consecutive days), for incidents occurring during the period of insurance but subject to the exclusions, limitations and conditions of the policy.</p> <p>Any single item, pair or set valued at CHF50'000 for fine art and antiques, CHF5'000 for musical instruments or CHF10'000 in respect of wine collections must be individually specified by you, supported by inventories and/or purchase receipts and will be listed separately on your schedule.</p>	<ul style="list-style-type: none"> a) For the cost of routine maintenance. b) For damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon. c) For loss or damage arising from misuse, faulty design, specification, workmanship or materials, general wear and tear, mechanical or electrical faults or breakdown. d) For damage caused by termites, woodworm, or wood-boring insects, moths, fungus, rusting, corrosion or any dryness, dampness or contamination caused by atmospheric or temperature changes or exposure to light or any or for any damage arising from a cause that happens gradually. e) For loss or damage caused by general wear and tear or electrical or mechanical failure or breakdown other than loss or damage resulting from wear and tear or mechanical breakdown to a clasp, setting or other fastening. f) For damage to guns caused by rusting or bursting of barrels. g) For any amount over CHF 10'000 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant unless in the custody of a competent professional carrier. Subject to the vehicle being securely locked, all doors and windows closed, all security devices set, all keys removed and all items out of sight in the vehicle's locked glove compartment or boot. h) For any amount over CHF 5'000 in total in respect of theft or disappearance from hotel or motel rooms during your absence from such rooms unless kept in a locked safe and any keys removed from the room when unattended. i) For loss or damage to an item being transported unless it is adequately and appropriately packed and secured. j) For loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.

Section 4 – Fine Art, Antiques and Musical Instruments

	What is not covered
	We will not pay: <ul style="list-style-type: none"> k) For loss or damage caused by chewing, scratching, tearing or fouling by domestic pets. l) For loss or damage caused by Contamination or pollution of any kind. m) For breakage of strings, drumheads or the breakage of pipes. n) For damage to internal mechanisms including but not limited to valves and transistors unless caused by a single identifiable external event. o) For theft by any person or persons to whom the property insured is entrusted.
We will also provide cover for:	Specific limits and cover limitations
1. Fine art and antiques in storage Fine art and antiques in any furniture depository or professional storage facility for a maximum of 60 days caused by fire, lightning, explosion, smoke, storm, flood, theft , attempted theft , collision, impact, civil disturbance, vandalism and/or malicious acts.	Up to a maximum of 20% of the sum insured for unspecified fine art and antiques any one claim or up to the specified value for any item, pair or set individually listed on your schedule . We will not pay for loss or damage to any item, pair or set insured elsewhere.
2. Fine art and antiques not usually kept in the home <ul style="list-style-type: none"> a) Whilst in any occupied home of standard construction owned or lived in by you but not covered by this insurance. b) Your place of work. c) Any nursing or residential care home. 	Up to CHF25'000 any one claim but no more than CHF10'000 any one item, pair or set. We will not pay for: <ul style="list-style-type: none"> • Loss or damage of any item, pair or set while kept at any boarding school, university, college, or any student accommodation • Any claim for theft or attempted theft unless accompanied by forcible and violent means • Loss or damage to fine art and antiques insured elsewhere.
3. Fine art and antiques while being professionally removed This section provides automatic cover for loss or damage to fine art and antiques during the course of removal by professional removal contractors between your home and any new residence, including a second or holiday home within Switzerland .	We will not pay for: <ul style="list-style-type: none"> • Items not professionally and appropriately packed for transportation • Any transit outside of Switzerland without prior agreement • Any losses more specifically insured elsewhere
4. Temporary removal from bank or safe deposit We will provide cover against physical loss or damage to fine art and antiques while temporarily removed from your bank or safe deposit for up to 15 days in any one period of insurance .	Up to an amount of CHF50'000 any one claim, and in all during the period of insurance unless a higher amount has been specifically agreed by us and an additional premium paid by you

Section 4 – Fine Art, Antiques and Musical Instruments

What is covered	What is not covered
	We will not pay:
<p>5. New acquisitions</p> <p>For fine art and antiques in respect of newly acquired items.</p> <p>Coverage is provided only if:</p> <ul style="list-style-type: none"> • You inform us within 60 days of the acquisition • You pay the required additional premium • The items are under your direct care, custody and control whilst in transit to your home. 	<p>Greater than CHF50'000 any one claim or more than CHF25'000 any one item, pair or set.</p>
<p>6. Seasonal increases/gifts</p> <p>Up to a maximum of an additional CHF10'000 for physical loss or damage to gifts occurring between one month before and one month after:</p> <ul style="list-style-type: none"> • A wedding, anniversary and birthday • A religious celebration. 	<p>Greater than CHF10'000 any one claim or more than CHF5'000 any one item, pair or set.</p>
<p>7. Death of artist</p> <p>We will increase the insured value of any individually specified painting listed in the schedule if the artist dies during the period of insurance.</p> <p>Coverage is granted only on the basis that:</p> <ul style="list-style-type: none"> • This extension applies for the six months immediately following the death of that artist • You can produce an independent professional valuation which is not more than three years old at the time of any loss or damage • You must prove the increased value if you make a claim for that item. 	<p>Increases up to 200% of the insured value but not more than CHF100'000 for all item(s).</p>
<p>8. Defective title</p> <p>We will pay you if, during the period of insurance, a person proves that you do not have good title to an individually specified item listed in the schedule and you are legally required to return it to its rightful owner.</p> <p>Coverage is granted only on the basis that:</p> <ul style="list-style-type: none"> • The item was purchased by you during the period the item has been insured with us • You made reasonable enquiries regarding the item's provenance before you purchased it • The item was not inherited by you or given to you. 	<p>More than the amount you paid for it or the sum insured shown in the schedule if this is less, but no greater than CHF100'000 in all during the period of insurance.</p>
<p>9. Wine Collections</p> <p>For collections over CHF10'000 in value it is a condition that a cellar book is kept recording the description, value and movement of the wine collection.</p> <p>If you do not comply with this condition it may affect any claim you make and could result in your insurance of the collection being invalid</p>	<p>a) More than CHF500 per bottle.</p> <p>b) Any claim for loss or damage to wine caused by or resulting from: substitution, ullage, natural loss of contents, inherent vice, cork-fly, mysterious disappearance, dryness, dampness, extremes of temperature or exposure to the light.</p> <p>c) Any claim following or resulting from bankruptcy or any book-keeping failure of any wine storage facility</p> <p>d) Theft unless by forcible and violent entry or exit.</p>

Section 4 – Fine Art, Antiques and Musical Instruments

How we deal with your claim

What we the insurer will pay

In the event of loss or damage to the insured property, **we** will, subject to the exclusions, limitations and conditions of the **policy**:

- At **our** option repair or replace or pay **you** the cost of repairing or replacing any lost or damaged item, pair or set
- Pay no more than the current cost as new or the market value at the time of the loss
- For partial losses, pay the cost of restoration or repair plus any depreciation in value.

Pairs and sets

Following loss or damage to a pair, set or part of a larger unit **underwriters** will pay at their option, less any **excess** applying, whichever is the lesser:

- a) the cost of repairing the damaged item to its condition immediately prior to the loss
- b) the cost to replace it
- c) the cost to make up the difference between the market value immediately before and after the loss.

We will not pay the cost of replacing or repairing any undamaged parts that form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part. However, if, at **our** request, **you** send the undamaged portion or the part, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit less any **excess** applying.

Limit of settlement

Specified items

We will pay up to the **specified** value shown on **your schedule** but no higher than any limitation stated under Section 4 of **your policy** for each item, pair or set.

Unspecified items

The most **we** will pay in total for any individual **unspecified** item, pair or set is the current **market value** but no higher than CHF50'000 any one item, pair or set for **fine art and antiques**, CHF5'000 for musical instruments or CHF10'000 in respect of wine collections.

Excess

After arriving at a claims settlement, **we** will deduct the applicable **excess**, as shown in **your schedule**, before paying **your** claim.

If **your** claim relates to an incident of loss or damage that falls for consideration under more than one section of this **policy** and **you** have chosen different sectional **excesses**, it is the highest applicable **excess** that will be deducted from the total settlement.

Section 5 – Personal Liability

The following cover applies only if your schedule shows that it is included.

Cover is provided for your legal liability:	Specific limits, exclusions and cover limitations applicable to the whole of Section 5.
<p>A. Cover is provided for your statutory liability:</p> <ul style="list-style-type: none"> for personal injury; homicide, injury or other injury to the health of third parties; for property damage; destruction, damage or loss of property; for damage to animals; killing, injury to or loss of animals, <p>which are caused during the policy period.</p> <p>Insured benefits:</p> <p>The indemnification of legitimate claims and the defence of unfounded claims, up to a combined maximum of the sum insured any one loss occurrence stated in the schedule. All loss or damage from the same cause shall, irrespective of the number of injured parties, be deemed to be one loss occurrence.</p> <p>The insured benefits include the survey fees, the attorneys' fees, the court fees and similar costs.</p> <p>You are insured against liability in your capacity as:</p> <ul style="list-style-type: none"> A private individual. Head of the family. Employers of private household staff employed by you in connection with the home named in the schedule. The accident must arise from the work they are employed to carry out for you in Switzerland or while on temporary trips abroad from Switzerland. Lessee or tenant: <ul style="list-style-type: none"> a) Lessee or tenant of residential buildings and residential premises which the person occupies himself, including claims resulting from damage to common areas and jointly used facilities of the building; b) Lessees of hotel rooms, holiday apartments and homes as well as mobile homes and un-registered fixed caravans as well as garages, craft rooms, rehearsal rooms, party rooms and the like; Members of a social club or leisure association unconnected to a professional activity. Partially independent person / sideline Notwithstanding the provisions of exclusion e) partially independent professional activities are insured up to a maximum annual turnover of CHF 20'000. Claims for damage to property taken in or received by an insured person to be used, altered, kept or which have been loaned to them are not covered. 	<p>What is not covered:</p> <ul style="list-style-type: none"> a) Any amount in excess of the Personal Liability sum insured stated on your schedule any one accident or series of accidents arising out of any one event plus the costs and expenses incurred by you with our written consent. b) Damage whose occurrence should have been expected or was accepted as very likely; wear-and-tear (e.g. to floors, walls and ceilings) and gradual damage to property such as that caused by weather, temperature, humidity, fungus and mould, dust, smoke, soot, gases, vapours or vibrations; c) Costs or compensation payments arising under criminal or administrative proceedings. d) Damage to property belonging to you or in your care, or in the care, custody or control of any person in your service. e) Claims resulting from accidents at work and occupational diseases suffered by private household staff, including staff, who are employed for the insured household on the basis of a contract of employment; f) Bodily injury arising directly or indirectly from any communicable disease or condition. g) Liability in connection with the exercise of an office, professional activity and/or secondary or remunerative occupation, respectively in connection with any commercial, industrial or agricultural operation; h) Expenditure on the prevention of loss or damage; i) Claims resulting from financial losses which are not attributable to an insured personal injury or to insured property damage; j) Claims resulting from damage to electronic programmes and data which is not attributable to insured property damage; k) Claims on account of liability which is contractually assumed and which goes beyond statutory requirements, or on account of a failure to comply with any legal or contractual obligation to purchase insurance; l) Liability as owner or driver of motor vehicles for which pursuant to the Swiss Road Traffic Act there is an obligation to purchase insurance or which are or must be registered overseas; m) Liability as owner of and as the result of the use of aircraft of any kind, for which on account of Swiss legislation the owner must purchase liability insurance, or which are or must be registered abroad, other than model aircraft or drones that weigh no more than 5kg and for which neither legal nor official insurance is required. The cover is valid under consideration of the DETEC Ordinance on Special Category Aircraft (OSCA) from 24th November 1994; n) Liability as co-owner and joint owner of immovable property and as owner of a condominium unit (subject to what is provided for in sub-paragraph C. Owners of Condominium Units); o) Claims against an insured person in his capacity as builder owner (subject to what is provided for in sub-paragraph 'B. Building Owner')

Section 5 – Personal Liability

Cover is provided for your legal liability:	Specific limits, exclusions and cover limitations applicable to the whole of Section five.
	<p>What is not covered:</p> <ul style="list-style-type: none"> p) The liability of the offender [for damage caused] on the occasion of the intentional commission of crimes, misdemeanours or acts of violence; q) Claims resulting from loss or damage the occurrence of which should in all probability have been expected or the consequences of which must have been accepted; r) Claims in Canada or the USA after the total period of stay in either or both countries has exceeded 90 days in any one period of insurance.

Additional Cover benefits included under Section 5.

Cover is provided for your legal liability in respect of:	Specific limits, exclusions and cover limitations
<p>B. Building owner:</p> <p>Owners of single family or up to three family homes and freehold flats, without business premises, which the person occupies himself.</p> <p>Owners of holiday homes, mobile homes or unregistered fixed caravans which the person occupies himself, all without business premises.</p> <p>Co-owners of a self-inhabited building, up to their co-ownership share (rate) as specified in the land register.</p> <p>A leased building (privately used property), if the insured persons are owner of the building only, but not owner of the land.</p> <p>The land belonging to the building as well as adjoining buildings not used for commercial purposes are included in the insurance.</p>	
<p>C. Owners of condominium units:</p> <p>Owners of apartments under condominium ownership which the person occupies himself;</p> <p>Owners of holiday apartments under condominium ownership which the person occupies himself.</p> <p>We insure claims for damage the cause of which:</p> <ul style="list-style-type: none"> • lies in building parts which are divided up and allocated as a privilege to the co-owner of the condominium unit. The insurance coverage shall apply to the share exceeding the sum insured under the buildings liability insurance of the condominium ownership association; • lies in common areas, premises or facilities of the building. The insurance coverage shall apply to the share exceeding the sum insured under the buildings liability insurance of the condominium ownership association up to the limit of the share of ownership of the building of the insured person. 	<p>What is not covered:</p> <ul style="list-style-type: none"> a) Claims from the ownership association for that part of the loss or damage which corresponds to the share of ownership of the insured person according to the land register entry; b) If there is no insurance coverage afforded under a buildings liability insurance of the condominium ownership association, then our benefits do not apply.

Section 5 – Personal Liability

Cover is provided for your legal liability in respect of:	Specific limits, exclusions and cover limitations
<p>D. Builder owner of conversions and extensions:</p> <p>Up to an overall construction cost of CHF 100'000 (BKP 2 of the construction cost plan).</p>	
<p>E. Owner, lessee, tenant of unimproved real property:</p> <p>Such as allotment gardens, plantations, vineyards, orchards, forestland, fields and meadows, as long as the income does not represent a significant portion of the insured person's annual earned income and not exceeding a surface area of 1000 m².</p>	
<p>F. Responsibility for environmental impairment:</p> <p>We insure personal injury and property damage connected with environmental impairment only where they are the consequence of an individual, suddenly occurring, unforeseen event, which moreover requires immediate measures to be taken, such as notifying the competent authorities, alerting the population, introducing loss prevention or loss minimisation measures.</p> <p>Environmental impairment is deemed to be the sustained disturbance by emissions of the natural state of the air, water (including groundwater), ground (flora or fauna), provided that this disturbance may have or has had harmful effects on human health, material resources or ecosystems.</p> <p>If in connection with environmental impairment the occurrence of insured loss or damage is imminent, then we shall equally meet the costs which are chargeable to you under the law and which are incurred as the result of appropriate measures being taken to prevent this danger (loss prevention costs).</p> <p>The insured persons are obliged to eliminate any hazardous situation, which might lead to loss or damage immediately at their own expense.</p>	<p>What is not covered:</p> <ul style="list-style-type: none"> a) Expenditure on the detection of leaks, malfunctions and on establishing the causes of damage, on the emptying and refilling of installations, containers and pipes, as well as on the costs of repairs and alterations to the same (renovation costs); b) Sums expended, where it is only as the result of the fact that several events, which are similar in their effects (e.g. occasional dripping of harmful substances into the ground, the repeated spillage of liquids out of mobile containers), have combined to trigger measures which would not be necessary in case of individual events of this kind; c) Loss prevention costs arising from events caused by motor vehicles, water craft and aircraft, or by their parts or accessories; d) Costs attributable to a culpable failure to observe statutory or official regulations.
<p>G. Amateur sportsperson and rider:</p> <p>Damage / losses incurred while performing/participating in sports are covered.</p>	<p>What is not covered:</p> <ul style="list-style-type: none"> a) Claims resulting from your liability as a licensed flat jockey and jump jockey and rider of trotting races; b) Damage to rented or loaned horses and to associated riding and driving equipment; c) Damage arising from the practice of aerial sports and claims resulting from loss or damage caused by owners of parachutes, hang gliders, deltaplaners or paragliders. a) Damage arising from the practice of motor sports b) Damage arising from participation in horse races and driving competitions; c) Damage caused by professional athletes;
<p>H. Firearm owners:</p>	<p>What is not covered:</p> <ul style="list-style-type: none"> a) Claims resulting from liability as a hunter.

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Cover is provided for your legal liability in respect of:	Specific limits, exclusions and cover limitations
<p>I. Owners and/or users of pedal cycles.</p> <p>Bicycles, e-bikes and light mopeds with an electric motor, a motor power of maximum 0.50kW and a maximum speed of 25km/h where no liability insurance is required by law in accordance with art. 18 lit. b VTS.</p>	<p>What is not covered:</p> <ul style="list-style-type: none"> a) For damages resulting from the registered holding or use of bicycles, e-bikes or other vehicles for which liability insurance is required by law. b) If the legally required insurance policy has not been concluded or the vehicle driver does not possess a legally prescribed driving licence.
<p>J. Owners and/or users of boats of all kinds with no engine:</p> <p>Cover applies to the liability of registered holders and users of boats, ships and other water vessels for which liability insurance is not legally required.</p>	<p>What is not covered:</p> <ul style="list-style-type: none"> a) Journeys conducted by an insured person for payment or professionally.
<p>K. Owners and/or users of model cars, model airplanes, drones, model boats and model ships:</p> <p>Insured are models up to 5kg for which neither legal nor official insurance is required. The cover is valid under consideration of the DETEC Ordinance on Special Category Aircraft (OSCA) from 24th November 1994.</p>	
<p>L. Members of the army, civil protection service and national service</p>	<p>What is not covered:</p> <ul style="list-style-type: none"> a) Claims resulting from loss or damage from military service and police service. b) Performing professional activities; c) War events, civil unrest and uprising; d) Damage to service equipment.
<p>M. Keepers and users of animals:</p> <p>Such as dogs, cats, sheep, goats, horses, bees, snakes or other common domestic animals.</p>	<p>No cover is granted for claims resulting from loss or damage caused by:</p> <ul style="list-style-type: none"> a) Animals which are used for commercial purposes; b) Racehorses which are registered on the horse register. c) Participation in hunting events; d) Resulting from non-compliance with laws and regulations governing the keeping of animals.

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Cover is provided for your legal liability in respect of:	Specific limits, exclusions and cover limitations
<p>N. Damage to goods in custody</p> <p>Responsible party for items taken into custody by or entrusted to the insured person for use, safekeeping or other purposes or under a rental arrangement.</p>	<p>What is not covered:</p> <ul style="list-style-type: none"> a) Any kind of motor vehicle, watercraft and aircraft, including parachutes, hang gliders/deltaplaners or paragliders. Boats of all kinds with no engine, pedal boats, sailboards and wave boards; b) Precious items and antiques; c) Cash, cashpoint cards, credit cards, securities, documents, plans; d) Property of the employer of an insured person or the employer of another person living in the household, as well as damage related to business keys or other locking systems (e.g. badges) entrusted to them; e) Property that an insured person is paid to perform an activity on / with; f) Property that is subject to a rent-to-own, lease-to-own or lease agreement and property subject to retention of title; g) Injury / damage to horses, mules, or rented or borrowed riding or driving equipment. h) Property which forms the subject of a hire purchase, leasing or similar agreement, and to articles subject to reservation of title; i) Horses, saddles, bridles as well as riding equipment; j) Third party rights of recovery and compensation claims for services which they have provided to the injured parties.
<p>O. Children and cohabitants incapable of judgement or under disability:</p> <p>The insurance covers claims for damage caused by the policyholder's or their married / commonlaw partner's children and cohabitants to the extent to which they are incapable of judgement and have no legal capacity, provided that and insofar as statutory provisions would establish liability to pay compensation if the damage were caused by a competent party.</p>	<p>What is not covered:</p> <ul style="list-style-type: none"> a) Third party rights of recovery and compensation claims for services which they have provided to the injured parties.
<p>P. Irrespective of the statutory liability, we shall assume liability for the following loss or damage up to CHF 2'000 per event:</p> <ul style="list-style-type: none"> 1. accidental damage to property belonging to private visitors, caused by an insured person; 2. claims resulting from personal injury and property damage caused by children who are supervised free of charge by a third party where such injury or damage is caused to the person supervising on a free of charge basis himself; 3. claims resulting from personal injury and property damage caused by pets who have been temporarily taken into custody, where such injury or damage is caused to the (non-commercial) custodian himself. 	

Section 5 – Personal Liability

Cover is provided for your legal liability in respect of:	Specific limits, exclusions and cover limitations
<p>Q. Occasional user of non-owned passenger cars, delivery vehicles registered in Switzerland, the Principality of Liechtenstein up to 3.5 tonnes, small motor vehicles and agricultural vehicles up to 3.5 tonnes, motorcycles, mini-bikes and motor scooters:</p> <p>The insurance covers claims against you for damage caused by a vehicle (as described above) that you are driving for occasional, non-regular, exceptional and brief use unless the claims are covered under the liability insurance to be concluded for the vehicle itself.</p> <p>Additional premium resulting from loss of bonus of the holder resulting from their motor vehicle liability insurance is also covered. The indemnity for the loss of a no-claims bonus shall cease to apply if we reimburse the motor vehicle liability insurer with the claim expenditure.</p> <p>If the holder of the motor vehicle used has not concluded a mandatory liability insurance policy or if said liability insurance policy is ineffective at the time of the damage event, the insurance coverage from this contract is void.</p>	<p>What is not covered:</p> <ul style="list-style-type: none"> a) Claims if the vehicle is used more than 14 days in a year; b) Claims resulting from damage to the vehicle used and to the related components, to trailers pulled and to vehicles towed or pushed; c) Claims resulting from damage to property carried in the vehicle used, to the extent that coverage has to be provided for this by the compulsory motor vehicle liability insurance; d) Claims resulting from loss or damage caused on the occasion of journeys which are unlawful or not authorised by the authorities or by the owner; e) Participation in races, rallies and similar driving competitions, in corresponding training runs and when driving on race tracks; f) Excesses under the insurance policies purchased for the vehicle used; g) Liability for journeys made by an insured person for a payment or professionally; h) Third party rights of recovery and compensation claims for services which they have provided to the injured parties. i) Vehicles which are loaned from a garage, a dealer, a repair shop or car-sharing (e.g. Mobility vehicles). j) Claims arising from damage related to the use of a vehicle held, regularly driven or rented against payment by an insured person, the employer of an insured person, a person living in the household of the employer or by the armed forces;

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Supplementary insurance	
Cover is provided for your legal liability in respect of the following only if it is shown on your schedule and if you have paid the associated additional premium:	Specific limits, exclusions and cover limitations
<p>Use of third party road motor vehicles registered in Switzerland and in the principality of Liechtenstein for damage to the used vehicle</p> <p>The insurance shall also cover any liability claims in respect of accidental damage to third party motor cars and vans up to a total weight of 3.5 tonnes as well as motor scooters and motorcycles, but excluding motorised bicycles, driven by a person insured occasionally, but not regularly.</p> <p>If collision insurance is in place in respect of the damaged vehicle which covers the damage then the agreed excess under the comprehensive motorcar insurance as well as any additional premium resulting from the damage shall be indemnified.</p> <p>The sum insured shall be limited to CHF 100'000 for each insured event.</p> <p>An excess of CHF 500 is applicable for each insured event.</p>	<p>What is not covered:</p> <ul style="list-style-type: none"> a) Claims if the vehicle is used more than 14 days in a year; b) Damage to vehicles rented or leased by a person insured; c) a commercial and technical undervalue, costs of a replacement vehicle and costs as a result of the failure of the damaged vehicle (Chômage). d) Claims arising from towed or joined vehicles; e) Damage to the used vehicle caused by normal use, breakage or wear, including, in particular, suspension spring breakages caused by vibrations of the vehicle on the road, damage caused by a lack of oil, damage caused by the lack, loss or freezing of cooling water; f) For replacement car rental; g) Reduced value; h) Damage to trikes and quad bikes.

