

## PRECONTRACTUAL INFORMATION

**A.** The insurers, as well as the contracting party of the policyholder (hereinafter referred to as: "policyholder"), are the participating Lloyd's Underwriters jointly referred to as Lloyd's of London (hereinafter referred to as: "insurers"), with as their registered office respectively address as follows, and with the following legal form:

Lloyd's	Lloyd's Underwriters, London
Head office in:	London / Great Britain One Lime Street London EC3M 7HA Great Britain
Swiss Branch:	Seefeldstrasse 7 8008 Zürich Switzerland
Legal form:	Association of individual insurers

**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 Swiss Federal Insurance Contract Act of 2 April 1908 (VVG), shall form the basis of this insurance contract.

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

**D.** The insured risks and the scope of the insurance coverage shall be as shown in the schedule, 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 policyholder may revoke his application to conclude the insurance contract or the declaration of acceptance thereof within 14 days from the date of application or acceptance of the insurance contract by the policyholder in writing or in another form that allows proof by text.

The insurance contract shall incept on the date indicated in the schedule, 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, in writing or in another form that allows proof by text, within the period for giving notice agreed upon in the policy.

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

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

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

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

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

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

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

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

## GENERAL CONDITIONS

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

### 1. EXCLUSIONS

This insurance does not cover:

- 1.1. any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 1.2. (a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
  - (b) any legal liability of whatsoever nature
 

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

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

#### 1.3. Biological and Chemical contamination clause

Insurers will not pay for:

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

directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from:

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

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

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

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

## 1.4. Limited Cyber and Data Exclusion

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.

## 1.5 Communicable Disease Exclusion

Notwithstanding any other provision of this document of insurance to the contrary, this insurance 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.

## 2. NON-DISCLOSURE

### 2.1 Acts of non-disclosure committed from 1 January 2006

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

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

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

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

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

### 3. OBLIGATION IN CASE OF LOSS OR DAMAGE

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

### 4. FRAUDULENT CLAIMS

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

### 5. NOTICE

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

### 6. DUE DATE AND PAYMENT OF CLAIMS

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

### 7. SANCTIONS

Insurers 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.

### 8. LITIGATION

Legal actions for the full claim may be directed against the Underwriters subscribing to this insurance. The defendant Underwriters have therein to be named "Lloyd's Underwriters, London, subscribing to the policy no. or the Unique Market Reference mentioned in the schedule represented by their General Representative for Switzerland."

### 9. 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 policy** 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](mailto:help@versicherungsombudsman.ch)

Branch office for French speakers:

Ombudsman of Private Insurance

Chemin des Trois-Rois 2, Case postale 5843, 1002 Lausanne, Switzerland

Tel: 021 317 52 71 Fax: 021 317 52 70 E-mail: [help@ombudsman-assurance.ch](mailto: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](mailto:help@ombudsman-assicurazione.ch)

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

## **10. JURISDICTION**

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

## **11. CHOICE OF LAW**

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

# LLOYD'S INSURANCE

## CONDITIONS OF INSURANCE

### HOME OWNERS LIABILITY EXTENSION

#### TABLE OF CONTENTS

<b>1. WHO IS INSURED?</b>	<b>2</b>	<b>6. WHAT ARE THE PROCEDURES IN CASE OF A CLAIM?</b>	<b>3</b>
<b>2. WHERE IS THE INSURANCE VALID?</b>	<b>2</b>	6.1. Making a claim and assessment of the damage	3
<b>3. WHAT APPLIES WITH RESPECT TO THE TERM OF THE CONTRACT?</b>	<b>2</b>	6.2. Calculation of the indemnity	3
3.1. Inception and term	2	6.3. Obligations of conduct	3
3.2. Termination or renewal on expiry	2	6.4. Excess	3
3.3. Termination in the event of a claim	2	<b>7. WHAT DUTY OF CARE IS THERE?</b>	<b>3</b>
<b>4. WHAT RISKS CAN BE INSURED?</b>	<b>2</b>	7.1. Prevention of damage	3
4.1 Insuring Clause		<b>8. WHAT ELSE APPLIES?</b>	<b>3</b>
<b>5. WHAT ARE THE PREMIUM PAYMENT PROCEDURES?</b>	<b>2</b>	8.1. Breach of regulations, duties and obligations	3
5.2. Changing of the premium tariffs	2	8.2. Gross negligence	3
		8.3. Other provisions	3

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

**1. WHO IS INSURED?**

The policyholder as owner of the home insured and the persons named hereafter provided they live in the home with him or regularly spend weekends at the holiday home:

- The spouse or cohabiting partner of the policyholder;
- Other persons named in the schedule.
- The policyholder's private household staff as the result of the performance of their duties for the policyholder's household;

**2. WHERE IS THE INSURANCE VALID?**

At the location of the premises where the buildings are insured as named in the schedule.

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

**3.1. Inception and term**

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

**3.2. Termination or renewal on expiry**

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

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

**3.3. Termination 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 loss, you will be refunded with the portion of premium relating to the period of unexpired risk, provided the policy was in force for at least one year.

**4. WHAT RISKS CAN BE INSURED?**

Your Legal Liability to third parties as building owner for amounts up to the Limit of liability stated in the Schedule. Including liability from the land belonging to such building as well as adjoining buildings and not including buildings used for commercial purposes. We will pay for any amounts you become legally liable to pay as damages for;

- \* bodily injury
- \* damage to property

caused by an accident happening at the premises during the period of insurance.

Insurance shall not be afforded in respect of:

- a. Bodily injury to, you, any other permanent member of the home or any person who at the time of sustaining such injury is employed by you.
- b. Legal liability arising out of any criminal or violent act to another person or property
- c. Damage to property owned by or in the charge or control of either you, any other permanent member of the home or any person engaged in your service
- d. Legal liability arising directly or indirectly out of any profession, occupation, business or employment.
- e. Your legal liability by having entered into a contract and which would not otherwise be covered.
- f. Pollution and/or contamination unless it is caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule and reported to us not later than thirty (30) days from the end of the period of insurance
- g. Your ownership, occupation, possession or use of any land or building that is not within the premises
- h. Claims resulting from gradually occurring damage and wear and tear damage.
- i. 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);
- j. 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;
- k. Loss prevention costs arising from events caused by motor vehicles, water craft and aircraft, or by their parts or accessories;
- l. The costs incurred on the elimination of a hazardous situation within the meaning of subparagraph 7.1.

**5. WHAT ARE THE PREMIUM PAYMENT PROCEDURES?**

**5.1. Premium payment**

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

**5.2. Changing of the premium tariffs**

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

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



**6. WHAT ARE THE PROCEDURES IN CASE OF A CLAIM?**

**6.1. Making a claim and assessment of the damage**

- 1 You are obliged to submit your claim to us immediately and you shall authorise us to obtain any information which might aid the assessment of the loss or damage. You are obliged in case of a claim to do everything possible to minimise the loss or damage, and must in this connection comply with any instructions given by us.
- 2 You must forward to your broker as soon as possible, but no later than fourteen (14) days, if a claim for liability is made against you, any letter, claim, writ, summons or other legal document you receive.
- 3 You must not admit liability or offer or agree to settle any claim without our written permission.

**6.2. Calculation of the indemnity**

- 1 The indemnity is limited by the sum insured.
- 2 We shall not take into account any sentimental value.
- 3 We are not obliged to accept salvaged or damaged property.

insurance shall not be afforded in respect of:  
 Services provided by the fire brigade, police or other parties obliged to offer assistance.

**6.3. Obligations of conduct**

The insured persons are obliged:

- not to admit any claims from injured parties and not to make any payments;
- to assign to us responsibility for conducting any civil proceedings. We shall meet the costs of this within the limit of the sum insured.

We shall conduct negotiations with injured parties in our capacity as representative of the insured persons. The settlement made by us is binding on both the policyholder and on insured persons.

**6.4. Excess**

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

**7. WHAT DUTY OF CARE IS THERE?**

**7.1. Prevention of damage**

The insured persons are obliged to act with the diligence and take the preventive measures which can be reasonably expected under the circumstances. The insured persons are obliged to eliminate any hazardous situation which might lead to loss or damage without delay at their own expense.

**8. WHAT ELSE APPLIES?**

**8.1. Breach of regulations, 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:

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

**8.2. Gross negligence**

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

**8.3. Other provisions**

The General Conditions within the pre-contractual Information shall apply in addition to these conditions.