

Via Maggio 1A | CP 1829 | CH 6901 Lugano tel +41 91 260 02 02 | www.rvasa.ch | info@rvasa.ch

CONTRACTUAL CONDITIONS



PDF p. 2	NMA 1658 (Renewal Offer Clause / Clausola di rinnovo, solo in inglese)
PDF p. 3 - 8	AFB CH 7 LBS (Pre-contractual information / Informazioni pre-contrattuali, solo in inglese)
PDF p. 9 - 16	AFB-CH-5 AFB CH 4 (General conditions of insurance / Condizioni generali di ass., solo inglese)
PDF p. 17 - 19	AFB CH 3 and AFB CH 1 AFB CH 8 LBS (Homeowners liability / RC proprietari d'immobili, ing)
PDF p. 20 - 24	Addendum 1 (incl. TID-12.2013 clause updated)
PDF p. 25	HHC 09.2008 (Holiday home clause / Clausola abitazione di vacanza, solo in inglese)
PDF p. 26 - 30	ASA/SVV (Building insurance regulations, in Italian only / Norme per l'assicurazione degli stabili)
PDF p. 31 - 32	LMA9151 (Personal information notice / Nota informativa personale)

03.2023

LLOYD'S

RENEWAL OFFER CLAUSE (SWITZERLAND)

NMA 1658-4

- A discount of 10% has been allowed in arriving at the net premium contained in the Policy or in the Certificate in consideration of the Assured having undertaken to offer each year the renewal of this Insurance on the same basic rates and conditions for a period of 5 years as stated in the Insurance Certificate and to pay the premium annually.
- 2. (a) The Assured is entitled to discontinue the yearly renewal of the Insurance by written declaration up to three months before yearly expiry. The Underwriters are however in these cases entitled to demand repayment of rebates which have been granted to the Assured under this clause.
 - Furthermore this clause does not deprive the Assured of his rights reserved to him by law or by other conditions contained in the Policy or Certificate to cancel the Insurance.
 - (b) Underwriters are entitled to discontinue the yearly renewal. The Assured is however in these cases entitled to retain the rebates granted under this clause on yearly premiums previously paid.
- 3. If the premiums for renewal are not paid when due, the Assured will be reminded of the consequences of default and will be called upon at his own expense to remit such premiums within 14 days after dispatch of the summons. If the Assured default in this obligation, Underwriters' liability is suspended after the expiration of the 14 days time limit. If within two months after the end of this time limit the outstanding premium is not legally claimed for, it is assumed that Underwriters renounce the outstanding premium and the Insurance is cancelled.
- 4. The undertaking shall be held to apply to any Policy, Certificate or renewal document issued in substitution hereof and during the period mentioned under 1 above.

17/4/69 NMA1658-4



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 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 Lloyd's Insurance Company S.A. The defendant Company shall be represented by the Lloyd's 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.

Any complaint should be addressed in the first instance to your broker. Contact details for your broker are contained within your policy schedule. Your broker will acknowledge your complaint in writing.

Your broker will aim to provide you with its decision on your complaint, in writing, within eight weeks of the complaint being made.



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 der Privatversicherung und der Suva Postfach 1063 8024 Zürich Switzerland Tel: 044 211 30 90

E-mail: help@versicherungsombudsman.ch

Branch office for French speakers:
Ombudsman de l'assurance privée et de la Suva
Case postale 2252
2001 Neuchâtel 1
Switzerland
Tel: 076 651 41 65

E-mail: help@ombudsman-assurance.ch

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

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

10. JURISDICTION

In the event of any litigation, the 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 CO.S.A

GENERAL CONDITIONS OF INSURANCE (AVB) FOR PERSONAL LINES INSURANCE

TABLE OF CONTENTS

1.	WHO IS INSURED?	2	6.	WHAT ARE THE PREMIUM PAYMENT	6
1.1.	3 - 1	2		PROCEDURES?	
1.2.	Multi-person household	2	6.1.	Premium payment	6
			6.2.	Changing of the premium tariffs	6
2.	WHERE IS THE INSURANCE VALID?	2			
2.1.	Contents in the home	2	7.	WHAT ARE THE PROCEDURES IN	6
2.2.	Building	2		CASE OF A CLAIM?	
2.3.	On moving home	2	7.1.	Making a claim and assessment of the	6
				Damage	
3.	WHAT APPLIES WITH RESPECT TO	2	7.2.	Calculation of the indemnity	6
	THE TERM OF THE CONTRACT?		7.3.	Definitions	6
3.1.	Inception and term	2	7.4.	Excess	7
3.2.	Termination or renewal on expiry	2	7.5	Type of insurance	7
3.3.	Termination on change of ownership	2			
3.4.	Termination in the event of a claim	2	8.	WHAT DUTY OF CARE IS THERE?	7
			8.1.	Prevention of damage	7
4.	WHAT THINGS MAY BE INSURED?	2	8.2.	Security of the water supply	7
4.1.	Contents	2	8.3.	Bicycles	7
4.2.	Gardens	3			
4.3.	Building, condominium unit	3	9.	WHAT ELSE APPLIES?	7
			9.1.	Breach of regulations, duties, obligations,	7
5.	WHAT RISKS CAN BE INSURED?	4		Under-insurance	
5.1.	Fire	4	9.2.	Gross negligence	7
5.2.	Natural perils	4	9.3.	Mortgaging	7
5.3.	Theft	5	9.4.	Other Provisions	7
5.4.	Water	5			
5.5.	Fixed glass in buildings	6			
5.6.	Fixed glass in furniture	6			

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



1. WHO IS INSURED?

1.1. Single person household

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

1.2. Multi-person household

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

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

2. WHERE IS THE INSURANCE VALID?

2.1. Contents in the home

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

2.2. Building

At the location stated in the schedule

2.3. On moving home

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

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 3 months before expiry, it shall be tacitly renewed for a further year.

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

3.3. Termination on change of ownership

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

3.4. Termination in the event of a claim

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

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

4. WHAT THINGS MAY BE INSURED?

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

4.1. Contents

insurance shall be afforded in respect of:

- 1 All personal property for private use owned by the insured persons;
- 2 Entrusted property for private use;
- 3 Leased or rented property;
- 4 Personal tools owned by insured persons, provided they are employees;
- 5 Structural fixtures and fittings which are not insured together with the building;
- 6 Structures which are neither permanent nor of massive construction
- 7 Guests' effects in your home.

insurance shall not be afforded in respect of:

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

insured benefits:

- 8 The insurance is on a replacement cost basis, unless otherwise agreed.
- 9 For items which are no longer used and structures which are neither permanent nor of massive construction which are not reconstructed within 24 months, the insurance is on a current market value hasis



4.1.1. Money

insurance shall be afforded in respect of:

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

insurance shall not be afforded in respect of:

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

insured benefits:

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

4.1.2. Costs

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

- 1 Additional living costs arising from the unavailability for use of the damaged space, as well as loss of earnings from any sublease. Any costs saved shall be deducted from the indemnity.
- 2 Clearance and waste disposal costs. The costs effectively incurred on clearing the remains of the insured property from the site of the loss and on taking the same to the nearest suitable landfill site, as well as those incurred on dumping, waste disposal and destruction.
- 3 Emergency glazing, emergency doors, emergency locks; the costs effectively incurred on carrying through the measures decided upon.
- 4 Lock replacement costs. The costs effectively incurred on changing or replacing keys, magnetic cards and the like or locks at the locations named in the policy and on safe deposit boxes rented by the insured persons.
- 5 Replacement of identification and other documents. The costs effectively incurred on replacing documents or duplicates, as well as the costs effectively incurred on tickets, subscriptions and flight tickets in respect of the sums still chargeable to the holder following reimbursement by the common carrier.

insurance shall not be afforded in respect of:

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

insured benefits:

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

4.2. Gardens

insurance shall be afforded in respect of:

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

insurance shall not be afforded in respect of:

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

4.3. Building, condominium unit

insurance shall be afforded in respect of:

The buildings or condominium unit stated in the schedule. For the purposes of distinguishing between buildings and personal property, the following shall apply:

- in cantons with cantonal building fire insurance, the cantonal provisions shall be valid;
- in other cantons the norms for the building insurance.

Insured benefits if mentioned in the policy:

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

insurance shall not be afforded in respect of:

Property which is insured or is required to be insured under a cantonal insurance policy.

4.3.1. Costs/Rental income

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

- 1 The costs effectively incurred on clearing the remains of the insured building from the site of the loss and on taking the same to the nearest suitable landfill site, as well as those incurred on dumping, waste disposal and destruction.
- 2 The costs incurred on the demolition of building remains identified by the loss adjusters as having no value
- 3 The additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the home cannot be lived in following loss or damage including costs of move.
- 4 The effective loss of rental income arising from the unavailability for use of rented space in the insured building or condominium unit, for a maximum period of 24 months.
- 5 Emergency glazing, emergency doors, emergency locks; the costs effectively incurred on carrying through the measures decided upon.
- 6 Lock replacement costs. The costs effectively incurred on changing or replacing keys, magnetic cards and the like or locks at the locations named in the policy and on safe deposit boxes rented by the insured persons.

7 Relocation and protection costs

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



8 Cost increases

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

9 The costs incurred on:

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

insurance shall not be afforded in respect of:

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

insured benefits:

- 10 Costs and rental income pursuant to subsection 4.3.1., sub-paragraphs 1-8, up to 10% of the sum insured for buildings, and at least CHF 5,000.
- 11 Costs incurred on the use of leak detectors and on uncovering and bricking up or covering pipes pursuant to subsection 4.3.1., sub-paragraph 9, up to CHF 5,000, unless otherwise agreed.

Insured benefits if mentioned in the schedule:

Equipment and materials

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

Damage to the building and costs

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

Costs of decontamination

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

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

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

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

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

5. WHAT RISKS CAN BE INSURED?

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

5.1. Fire

insurance shall be afforded in respect of:

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

insurance shall not be afforded in respect of:

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

5.2. Natural perils

insurance shall be afforded in respect of:

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

insurance shall not be afforded in respect of:

- a Loss or damage caused by subsidence, heave, poor quality building land, faulty structural design, defective maintenance of the building, failure to introduce protective measures, artificially induced earth movements, snow sliding off roofs, groundwater, rise and overflow of waters which is from experience known to recur at shorter or longer intervals;
- b Irrespective of its cause, loss or damage caused by water from artificial lakes or other artificial water installations, water backing up from pipes;



- Damage from weight of snow only affecting tiles or other roofing materials, chimneys, gutters or outside drain pipes;
- d Storm and water damage to ships on water;
- e Loss or damage caused by tsunami, high seas, tidal waves and seaquake.

insured benefits (limit of indemnity):

- 3 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).
- 4 Indemnities payable for damage to goods and chattels shall not be aggregated with those payable for damage to buildings.
- 5 Losses which are separate in time and space shall constitute one event whenever they are attributable to the same atmospheric or tectonic cause.

5.3. Theft

insurance shall be afforded in respect of:

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

- 1 Burglary, which the following come within the scope of:
- Loss or damage resulting from theft and caused by perpetrators who make a forcible entry into a building or into a room of a building or who break open a receptacle contained therein. This does not include loss or damage as the result of vehicles in the open being broken into;
- Outbreak theft which means a theft caused by an enclosed delinquent, who escapes forcibly from a building or from a room of the building;
- Theft damage caused by unlocking using the correct keys or codes, magnetic cards and the like, provided the perpetrator acquired these on the occasion of a burglary or through robbery:
- Damage to buildings and / or contents at the stated insurance location.
- 2 Robbery, which the following comes within the scope of:

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

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

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

insurance shall not be afforded in respect of:

- a loss or damage resulting from losing or mislaying something;
- b the content of movable structures which are not located on the premises at the insured location;
- c loss or damage as the result of a fire or natural peril loss:

- d loss or damage caused by persons living in the same household;
- e loss or damage resulting from ordinary theft away from home.

5.4. Water

insurance shall be afforded in respect of:

- 1 Loss or damage as the result of water and liquids flowing out of pipe systems, including any equipment and apparatus connected to the same, which serve only the insured building or a facility located therein;
- 2 Loss or damage as the result of liquids flowing out of heating systems and tanks, and out of heat exchanger and/or heat pump circulatory systems for the acceptance of all kinds of ambient heat such as solar radiation, geothermal heat, groundwater, ambient air and the like and/or air conditioning units, which serve only the insured building;
- 4 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.
- 5 Misplacement as the result of a water loss;
- 5 Damage to the inside of the building caused by rain, snow, and water from melted snow, provided the water has penetrated into the building through the roof, or from gutters, outside drain pipes or through closed windows, doors and skylights;
- 6 Damage to the inside of the building caused by the backing up of sewers or by groundwater;

Under the <u>buildings insurance</u>, coverage shall moreover be afforded for the following

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

insurance shall not be afforded in respect of:

- a Damage caused when filling liquid containers and when carrying out overhaul work;
- b Damage caused to heat exchanger and/or heat pump circulatory systems and/or air conditioning units themselves as the result of water being mixed with other liquids inside these systems;
- c Damage to the house facade (outside walls including insulation) caused by rain, snow and water from melted snow;
- d Damage to the roof (to the load-bearing structures, the roof surface and the insulation);
- e Thawing and repair of gutters and outside drain pipes;
- f The costs of clearing away snow and ice;
- g Loss or damage caused as the result of water penetrating through open skylights, makeshift roofs or through openings in the roof on the occasion of the construction of new buildings, reconstruction or other work;
- h Damage caused by water backing up, for which the owner of the pipes is liable;
- Damage to refrigerating plants caused by artificially produced frost;
- j Loss or damage as the result of a fire or natural peril loss;



- k Loss or damage resulting from subsidence, heave, poor quality building land, faulty structural design, defective maintenance of the building;
- I Loss or damage as the result of a failure to introduce protective measures.

5.5. Fixed glass in buildings

insurance shall be afforded in respect of:

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

insurance shall not be afforded in respect of:

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

5.6. Fixed glass in furniture

insurance shall be afforded in respect of:

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

insurance shall not be afforded in respect of:

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

6. WHAT ARE THE PREMIUM PAYMENT PROCE-DURES?

6.1. Premium payment

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

6.2. Changing of the premium tariffs

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

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

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

7.1. Making a claim and assessment of the damage

- 1 You are obliged to submit your claim to us immediately and you shall authorise us to obtain any information which might aid the assessment of the loss or damage. You are obliged in case of a claim to do everything possible to minimise the loss or damage and to salvage the insured property, and must in this connection comply with any instructions given by us.
- 2 In case of theft you must notify the police or common carrier without delay. If stolen property or lost luggage is returned to you, you are obliged to inform us of this immediately.
- 3 Please note that the sum insured does not constitute any proof of the existence of or the value of the insured property and that because of this, you must provide evidence of the amount of the claim. We shall however assist you in this, in that we shall determine the amount of the claim either by consulting with you or with a joint expert, or in the context of an expert appraisal. The request for an expert appraisal can come from you or from us. Each party appoints an expert and the two experts choose an umpire before the process of determining the amount of the claim begins. If the experts are in agreement, their findings shall be binding on both contracting parties. If there is a difference of opinion, the umpire shall decide on those matters that are still in dispute, this within the limits of the findings of both experts. Each contracting party shall meet the costs of its own expert; both contracting parties shall meet half each of the costs of the umpire.

7.2. Calculation of the indemnity

- 1 In case of a total loss, the indemnity is limited by the sum insured.
- 2 In case of a partial loss, the maximum we shall reimburse is the costs of the repair.
- 3 To the extent that loss minimisation costs, when added to the indemnity, exceed the sum insured, we shall only agree to pay these if they were ordered by us.
- 4 We shall not take into account any sentimental value.
- 5 For money and benefit limitations pursuant to contents basic cover, there shall only be single entitlement, even if provision is made for such coverage under several policies.
- 6 We are not obliged to accept salvaged or damaged property.
- 7 We may arrange at your option for the necessary repairs to be carried out by craftsmen appointed by you.

insurance shall not be afforded in respect of:

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



7.3. Definitions

- 1 Replacement cost is deemed to be:
- For contents the amount required at the time of the claim to purchase the item again, less the value of the remains.
- For buildings the amount which is payable at the time of the claim for restoration or reconstruction. The maximum that this will be is the locally customary adjusted building cost less pre-existing damage and the value of the remains. If the building is not rebuilt within 24 months in the same borough, to the original size and for the same purpose, the replacement value may not exceed the market value. This shall equally apply whenever the reconstruction is not carried out by the insured, his successor in title or anyone who at the time of the claim had a legal claim to the acquisition of the building.
- 2 The market value is the amount which would have been obtained from the sale of the building without land had it been sold at the time of the claim.
- 3 Scrap value is the amount which can be obtained from the sale of the demolished building without land. For demolished buildings, the replacement value corresponds to the scrap value.
- 4 The current market value is deemed to be:
- For contents the replacement cost less any reduction in value as the result of wear and tear or for other reasons.
- For buildings the replacement cost less reductions in the value of the building which have come about since its construction. Any existing remains shall be valued accordingly.

7.4. Excess

7.4.1. Natural peril claims

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

- 1 in the case of contents insurance: per event CHF 500;
- 2 in case of the insurance of buildings used exclusively for residential and agricultural purposes: 10 percent of the indemnity, subject to a minimum of CHF 1,000 and a maximum of CHF 10,000;
- 3 in case of the insurance of buildings serving any other purpose: 10 percent of the indemnity, subject to a minimum of CHF 2,500 and a maximum of CHF 50.000:

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

7.4.2. Decontamination costs

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

7.4.3. Other losses or damage

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

7.5 Type of insurance

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

8. WHAT DUTY OF CARE IS THERE?

8.1. Prevention of damage

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

8.2. Security of the water supply

You are obliged to ensure that,

- 1 water pipes, including any equipment and apparatus connected to the same, are kept in perfect working order at all times at your expense;
- 2 arrangements are made to have blocked water pipe systems cleaned;
- 3 the freezing of water pipes is prevented by taking suitable measures; you must notably arrange, for as long as the building or apartment is unoccupied, even if only temporarily, for water pipes, including any equipment and apparatus connected to the same, to be professionally drained, unless the heating system is kept running by means of a suitable control.

8.3. Bicycles

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

9. WHAT ELSE APPLIES?

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

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

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

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

9.2. Gross negligence

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

9.3. Mortgaging

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

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

This shall equally apply whenever the rightful claimant has forfeited his right to indemnity in full or in part. This provision shall not be applied where



the mortgagee is himself a rightful claimant or where he has caused the loss or damage intentionally or through gross negligence.

9.4. Other provisions

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



LLOYD'S INSURANCE CO.S.A

CONDITIONS OF INSURANCE HOME OWNERS LIABILITY EXTENSION

TABLE OF CONTENTS

1. WHO IS INSURED?		2	6.	WHAT ARE THE PROCEDURES IN CASE OF A CLAIM?	3
2.	WHERE IS THE INSURANCE VALID?	2	6.1.	Making a claim and assessment of the damage	3
3.	WHAT APPLIES WITH RESPECT TO THE TERM OF THE CONTRACT?	2	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			
			7.	WHAT DUTY OF CARE IS THERE?	3
4.	WHAT RISKS CAN BE INSURED?	2	7.1.	Prevention of damage	3
4.1	Insuring Clause				
			8.	WHAT ELSE APPLIES?	3
5.	WHAT ARE THE PREMIUM PAYMENT PROCEDURES?	2	8.1.	Breach of regulations, duties and obligations	3
			8.2.	Gross negligence	3
52	Changing of the premium tariffs	2	83	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 <u>named</u> 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. <u>Bodily</u> 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
- 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.
- 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.
- 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;
- Loss prevention costs arising from events caused by motor vehicles, water craft and aircraft, or by their parts or accessories;
- The costs incurred on the elimination of a hazardous situation within the meaning of subparagraph 7.1.

5. WHAT ARE THE PREMIUM PAYMENT PROCE-DURES?

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.
- 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.



Via Maggio 1A | CP 1829 | CH 6901 Lugano tel +41 91 260 02 02 | www.rvasa.ch | info@rvasa.ch

Addendum 1 alle CGA / on wordings

1. Casco mobilia domestica / Accidental damage to contents (AFB CH 4-5, point 5)

Somma PR / Sum FL: CHF 3'000, Franchigia / Deductible: CHF 300, Premio / Premium: CHF 150

Se indicato in polizza, è assicurata la copertura danneggiamento improvviso della mobilia domestica, ossia tutti i beni mobili ad uso privato di proprietà delle persone assicurate, fino a concorrenza della somma di assicurazione di CHF 3'000. La variante Casco mobilia domestica include anche tutte le apparecchiature mobili ad uso privato di proprietà delle persone assicurate, per il cui utilizzo è necessaria l'energia elettrica (allacciamento alla rete elettrica o batteria), fino a concorrenza della somma di assicurazione di CHF 3'000. Inoltre, comprende anche tutti gli attrezzi per lo sport ad uso privato (ad es. attrezzi ginnici, pattini in linea, snowboard, sci) nonché gli oggetti di equipaggiamento che servono per proteggersi da infortuni durante le attività sportive (ad es. maschera da scherma, casco di protezione), di proprietà delle persone assicurate, fino a concorrenza della somma di assicurazione di CHF 3'000. Biciclette e biciclette elettriche con un prezzo di catalogo superiore a CHF 1'000 sono considerate attrezzi per lo sport.

If indicated in the Policy, the accidental damage to household contents is insured, i.e. all items of movable property for private use belonging to the insured persons, up to the sum insured of CHF 3'000. The accidental damage to contents variant also includes accidental damage to all items of movable equipment for private use belonging to the insured persons and requiring electrical energy to operate (connection to the mains or battery), up to the sum insured of CHF 3'000. Furthermore, it also includes all sports equipment for private use belonging to the insured persons (e.g. fitness equipment, rollerblades, snow boards, skis) as well as items of equipment used to protect against injury in the course of sports activities (e.g. protective clothing for fencing, crash helmet), up to the sum insured of CHF 3'000. Bicycles and electic bicycles with a catalog price of more than CHF 1'000 shall be deemed to be sports equipment.

2. Dispositivi automatici a moneta / Vending machines (AFB CH 4-5, point 4)

Limite massimo / Limit massimo : CHF 5'000

Se indicato in polizza, sono assicurate le spese per la riparazione o la sostituzione di dispositivi automatici a moneta a seguito di un furto con scasso o di un tentativo comprovato di furto con scasso. L'indennità viene calcolata in base al valore di sostituzione (importo del riacquisto) del dispositivo automatico a monete al momento del sinistro. Il denaro è assicurato fino a un importo di CHF 500 per dispositivo automatico.

If indicated in the Policy, the costs for the repair or replacement of a vending machine due to a burglary or demonstrated attempted burglary are insured. The compensation shall be calculated according to the replacement value (repurchase amount) of the vending machine at the time of the event of a loss. Money shall be insured up to an amount of CHF 500 per vending machine.

3. Martore, roditori, insetti e animali selvatici / Martens, rodents, insects and wild animals (AFB CH 4-5, point 5.9)

Limite totale / Limit in all : CHF 10'000 , Franchigia C.E. / E.C. deductible : CHF 500

Nella copertura estesa, sono inoltre assicurati: danni agli immobili causati da martore, roditori, insetti e animali selvatici (mammiferi e uccelli). Non sono assicurati (a.) danni causati da termiti, tarli o insetti del legno e tarme, (b.) danni causati da animali domestici o qualsiasi animale tenuto privatamente o per scopi commerciali; (c.) rimozione di nidi di qualsiasi tipo o i costi di espulsione e difesa da martore, roditori e insetti.

In the extended coverage, it is also insured: damage to the buildings caused by martens, rodents, insects and wild animals (mammals and birds). IT is not insured: (a.) damage caused by termites, woodworm, or woodboring insects and moths, (b.) damage by pets or any privately or commercially kept animals, (c.) removal of nests of any type and or the costs of expulsion of and defence against martens, rodents or insects.



Via Maggio 1A | CP 1829 | CH 6901 Lugano tel +41 91 260 02 02 | www.rvasa.ch | info@rvasa.ch

4. Piatti doccia e vasche da bagno / Shower and bath tubs (AFB CH 4-5, point 5.5)

Limite totale / Limit in all: CHF 5'000

Sono inoltre assicurati: piatti doccia e vasche da bagno, incluse pareti divisorie.

Are also insured: shower tubs and bath tubs, including partitions.

5. Integrazione-chiarificazione rispetto alle spese di ricerca, di scoprimento e di riparazione / Integration-clarification regards the costs for locating, exposing and repairing (AFB CH 4-5, point 4.3.1.9 and 4.3.1.11)

Questo limite di copertura è indicato nel Certificato / This coverage limit is indicated in the Certificate.

In caso di danni d'acqua assicurati sono coperte inoltre:

- le spese per la localizzazione, lo scoprimento e la riparazione delle condutture (anche quelle del gas) avariate e per rimurare o ricoprire quelle riparate che si trovano all'interno e all'esterno dello stabile assicurato, a condizione che la conduttura appartenga allo stabile assicurato o rientri nelle installazioni assicurate che si trovano sul fondo dello stabile assicurato. Sono coassicurati sonde sotterranee, accumulatori, registri geotermici e simili;
- le spese per l'installazione e lo smantellamento dei necessari collegamenti idrici e di scarico provvisori;
- le spese per la riparazione delle condutture dell'acqua, compresi contatori dell'acqua, installati all'interno dello stabile, e degli apparecchi a essi collegati, danneggiati a causa del gelo o del disgelo delle stesse, a seguito del loro congelamento, e delle condutture esterne interrate che servono esclusivamente allo stabile assicurato.

Non sono assicurate:

- le spese di ricerca, scoprimento e ripristino delle condutture, se tali misure sono ordinate dalle autorità o se eseguite per motivi di manutenzione o risanamento;
- le spese per lo scoprimento, la muratura o la copertura di sonde sotterranee, accumulatori e registri geotermici e simili, riparati a causa di un calo progressivo delle prestazioni.

Spese di ricerca, scoprimento e riparazione sono coassicurate se l'assicurazione stabili cantonale non eroga alcuna prestazione. Inoltre, i costi di ricerca sono assicurati anche nel caso che il danno non rientra nei rischi assicurati ma questo è stato provato solo dopo aver svolto l'opera di ricerca autorizzata dall'assicuratore. La ricerca deve sempre orientarsi all'utilizzo di moderni strumenti appositi in modo da evitare la rottura di muri.

For insured water damage also covered are:

- the costs for locating, exposing and repairing burst pipelines as well as bricking up or covering/roofing repaired pipelines (incl. gas lines) inside and outside the insured building, provided the pipes belong to the insured building or to the insured equipment on the grounds of the insured building. Also insured are boreholes, underground thermal storage tanks, geothermal collectors and similar installation;
- the costs for installing and removing necessary, temporary water and drainage connections;
- the costs for the repair of frost-damaged water pipe installations incl. water meters and appliances connected
 thereto inside the building and pipes outside in the ground, provided they only serve the insured building, or
 the costs of thawing out such pipes, installations and appliances that have become frozen.

Not insured are:

- the costs for locating, exposing and maintaining pipes if the measures are officially ordered or occur for the purpose of maintenance or refurbishment;
- the costs for exposing and bricking up or covering/roofing repaired boreholes, underground thermal storage tanks, geothermal collectors and similar installations due to a general decline in performance.

Location, exposure and repair costs due to a natural hazard event are also insured if the cantonal building insurance does not provide any benefit. Moreover, locating costs are insured even in the event that the damage is not insured but has been proven only after the search authorized by the insurer. The research requires always the use of modern tools to avoid breaking the walls.



Via Maggio 1A | CP 1829 | CH 6901 Lugano tel +41 91 260 02 02 | www.rvasa.ch | info@rvasa.ch

6. Caduta alberi, pali del telegrafo o pali della luce / Falling trees, telegraph poles or lamp-posts

Quando assicurata la copertura estesa, il presente contratto di assicurazione copre gli immobili per perdita o danni direttamente causati dai seguenti rischi assicurati: caduta di alberi, pali del telegrafo o pali della luce. Non pagheremo per: perdita o danni causati da alberi abbattuti o potati all'interno del sito.

When extended cover is insured, this contract of insurance covers the buildings for loss or damage directly caused by the following insured perils: falling trees, telegraph poles or lamp-posts. We will not pay: for loss or damage caused by trees being cut down or cut back within the premises.

7. Inclusione ambiente esterno / External environment inclusion (AFB CH 4-5)

Come da somme riportate nel certificato / As per sums indicated in the certificate

Quando è assicurata la copertura estesa (sommosse interne, danneggiamento doloso, scontri con autovettura, crollo di edifici + martore/roditori/insetti + caduta alberi) e/o il danneggiamento di installazioni tecniche, automaticamente la copertura è garantita anche sull'ambiente esterno (giardini, installazioni edili esterne, fondamenta speciali) assicurato in polizza.

When extended coverage (civil disturbance, malicious damage, vehicle impact, building collapse + martens/rodents/insect + falling trees) and/or technical installation are insured, automatically the coverage works even for the external environment (gardens, structural installations outside of the building, special foundations) insured in the policy.

8. Estensione sostituzione serrature / Key replacement extension (AFB CH 4-5, point 4.3.1.11)

Estensione rispetto alle CGA / Wordings extension :

- Case uni-familiari: CHF 5'000 (sostituzione serrature), CHF 10'000 (serrature provvisorie) Single-family houses: CHF 5'000 (key replacement), CHF 10'000 (emergency locks)
- Case pluri-familiari e stabili commerciali: CHF 10'000 (sostituzione serrature), CHF 20'000 (serrature provvisorie)
 - Multi-family houses and commercial buildings: CHF 10'000 (key replacement), CHF 20'000 (emergency locks)

9. Estensione reddito locativo / Rental income extension (AFB CH 4-5, point 4.3.1.4)

Limite annuo rispetto alla somma stabile assicurata / Annual limit with reference to the building insured sum: 15%

10. Third Party Recourse Clause for property located outside Switzerland

The insurance company is liable, up to the maximum amount agreed under the liability limit, for the sums that the insured must pay in principal, interest and expenses – as civil liable pursuant to of law – for damages caused to the property of third parties, neighbours and/or tenants from an indemnifiable claim according to the terms of the policy. The insurance includes the damages deriving from interruptions or suspensions, total or partial, of economic activities or use of the assets, up to the sum of CHF 100'000. The insured must immediately inform the insurer of the civil or criminal proceedings brought against him, providing all the documents and evidence useful for the defence and the insurer will have the right to take over the management of the case and the defence of the insured. The insured must refrain from any transaction or recognition of his responsibility without the consent of the insurer.



Via Maggio 1A | CP 1829 | CH 6901 Lugano tel +41 91 260 02 02 | www.rvasa.ch | info@rvasa.ch

11. Copertura tecnica / Technical coverage (replacement of TID – 12.2013)

Limiti come da certificato max CHF 100'000, franchigia CHF 500 / Limits stated in the certificate max CHF 100'000, deductible CHF 500

Cose assicurate – Assicuriamo impianti tecnici dell'edificio uniti in modo fisso all'edificio assicurato oppure al relativo terreno, a condizione che essi appartengano al proprietario dello stabile, compresi i cablaggi e le condotte ai quali essi sono allacciati, così come i radiatori e la rubinetteria, conformemente alle categorie seguenti:

- Impianti di sicurezza e di allarme, come pure i citofoni;
- Gli impianti destinati al trasporto di persone, alla pulizia delle facciate, ascensori;
- I meccanismi di apertura/chiusura di portoni, di batterie, di porte, di saracinesche e di finestre; così come anche sistemi di comando della stabile (domotica), comandi e motori d'altre installazioni tecniche d'immobile:
- Gli impianti di illuminazione fissi esterni e le insegne luminose (compreso i vetri o plexiglas o simili);
- Gli impianti di riscaldamento, di climatizzazione, di aerazione e di distribuzione dell'acqua o recupero di acqua piovana, compreso impianti di irrigazione da giardino;
- Le sonde geotermiche e i collettori di superficie;
- Le antenne e le parabole fisse; gli impianti solari e fotovoltaici;
- I quadri elettrici per l'alimentazione dello stabile;
- Piscine, whirlpool, saune, hammam.

Eventi e danni assicurati – L'assicurazione copre il danneggiamento e la distruzione che si verificano all'improvviso in modo imprevisto e che sono conseguenza di una causa interna o esterna all'installazione assicurata. Ad esempio: errore di manipolazione, dolo, vizio di costruzione, corto-circuito o variazione di tensione, sotto-pressione, corpi estranei, disfunzioni, vento e pressione della neve. È inclusa la perdita in seguito a furto.

Costi supplementari assicurati – I costi seguenti sono indennizzati al seguito di un danno assicurato: spese di sgombero e di smaltimento, spese di decontaminazione, spese di supplementari per delle istallazioni di rimpiazzo, perdita di guadagno per le installazioni fotovoltaiche (diaria di CHF/kWc 3.60 (apr-set) o 1.60 (ott-mar) per 12 mesi massimo; proporzionale), in ragione di un'impossibilità di iniettare l'eccesso d'energia prodotta in una rete pubblica o privata, prestazioni di scavo o costruzione per la constatazione e l'eliminazione di un danno.

Modalità di indennizzo – Sono indennizzati nel limite del "valore attuale" ("valore a nuovo" dedotto il deprezzamento/ammortamento al massimo del 70%) le spese destinate a ristabilire la cosa assicurata nello stato immediatamente prima del sinistro, a cui un plusvalore risultante dalla riparazione sarà dedotto dopo i primi 5 anni dalla prima messa in servizio. Il danno totale (le spese di ripristino sono superiori al "valore attuale", oppure la cosa rubata non viene ritrovata in 4 settimane) viene risarcito al "valore a nuovo" nei primi 5 anni dalla prima messe in servizio, oltre i quali al "valore attuale". Le sonde geotermiche vengono rimborsate al "valore a nuovo" durante 30 anni a partire dalla prima messa in servizio, oltre i quali al "valore attuale" (deprezzamento annuale del 4% dopo i 30 anni).

Esclusioni:

- Installazioni tecniche d'esercizio/impresa che servono l'attività commerciale;
- Cose che non sono ancora in grado di funzionare normalmente;
- Equipaggiamenti tecnici apportati dal locatario;
- Installazioni tecniche di comunicazione (es. telefoni);
- Materiali di consumo, pezzi soggetti ad usura o regolare rimpiazzo (es. liquidi, lampade, batterie);
- Installazioni di produzione di biogas, installazione di cogenerazione (calore ed energia);
- Costi di modifica, miglioria, revisione o manutenzione:
- Danni dovuti a incendio, eventi naturali o acque;
- Danni per i quali un altro soggetto è responsabile legalmente in virtù di un contratto (non si applica per i costi supplementari);
- Danni risultanti dall'influenza inevitabile dell'utilizzazione alla quale una cosa assicurata è destinata (es. usura, corrosione); tuttavia, sono coperti i danni assicurati consecutivi di altre cose assicurate;
- Danni dovuti a vizi o difetti che erano o dovevano essere conosciuti dal contraente o dal proprietario;
- I danni risultanti da una mancanza di manutenzione;
- Elettrodomestici (es. da cucina, lavanderia, tempo libero).



Via Maggio 1A | CP 1829 | CH 6901 Lugano tel +41 91 260 02 02 | www.rvasa.ch | info@rvasa.ch

Insured items – We insure technical installations of the building permanently connected to the insured building or to the relative ground, provided that they belong to the owner of the building, including the wiring and pipelines to which they are connected, as well as the radiators and the taps, in accordance with the following categories:

- Security and alarm systems, as well as intercoms;
- Installations for the transport of persons, cleaning of facades, elevators;
- The mechanisms for opening/closing doors, batteries, gate, shutters and windows; as well as control systems of the building (home automation), controls and engines of other technical installations of buildings;
- Outdoor fixed lighting installations and light signs (including glass or plexiglas or similar);
- Heating, air conditioning, aeration and water distribution or rainwater recovery systems, including garden irrigation systems;
- Geothermal probes and surface collectors;
- Fixed antennas and parabolas; solar and photovoltaic systems;
- The electrical panels for powering the building;
- Swimming pools, whirlpools, saunas, hammams.

Insured damages and risks – The insurance covers damage and destruction that suddenly occur unexpectedly and which are the consequence of an internal or external cause of the insured installation. For example: handling error, malice, construction defect, short circuit or voltage variation, under pressure, foreign bodies, malfunctions, wind and snow pressure. Loss after theft is included.

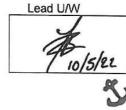
Supplementary costs insured – The following costs are indemnified as a result of insured damage: clearing and disposal costs, decontamination costs, additional costs for replacement installations, loss of income for photovoltaic installations (per day CHF/kWc 3.60 (apr-set) or 1.60 (oct-mar) for 12 months maximum, proportional) due to an inability to inject excess energy produced in a public or private network, excavation or construction services for the detection and elimination of damage.

Compensation mode - Are compensated within the limits of the "current value" ("value at new" minus the depreciation/amortization to a maximum of 70%) the expenditures to restore the thing insured in the state immediately before the accident, to which a surplus-value resulting from the repair will be deducted after the first 5 years from the initial startup. The total damage (the restoration costs are higher than the "current value", or the stolen goods are not recovered in 4 weeks) is reimbursed to the "value at new" in the first 5 years from the initial startup, beyond which the "current value". The geothermal probes are reimbursed at a "value at new" up to 30 years from the time they are put into service, beyond which they are valued at "current value" (annual depreciation of 4% after 30 years).

Exclusions:

- Technical operating/business installations that serve the commercial activity;
- Things that are not yet able to function normally;
- Technical equipment provided by the tenant;
- Technical communication installations (ex phones);
- Consumables, parts subject to wear or regular replacement (ex liquids, lamps, batteries);
- Biogas production installations, cogeneration installation (heat and energy);
- Costs of modification, improvement, revision or maintenance;
- Damage due to fire, natural events or water;
- Damages for which another person is legally responsible under a contract (does not apply for additional costs);
- Damages resulting from the unavoidable influence of the use to which an insured thing is destined (ex wear and corrosion); however, the consecutive insured damages of other insured items are covered;
- Damages due to defects or faults that were or should have been known by the contractor or the owner;
- Damage resulting from a lack of maintenance;
- Appliances (ex kitchen, laundry, free time).

Lloyd's syndicate approval



Holiday Home Clause 09.2008

1. Insured Items:

In addition and specification of the wording AFB CH5 amended, the insured contents include only the furniture and the Assured's items which are permanently kept at the specified risk location. Personal effects and luggage are excluded from this cover.

2. Exclusions:

The following items are excluded from the cover:

- Jewellery, Furs, Gold, Silver, Silver items
- Fine Art
- Notebooks, Laptops, PC's, EDV-Hard and Software
- Mobile phones
- Personal effects and luggage

3. Deductible:

- CHF 1'000.-- each and every claim For burglary and water damage if the premises are unoccupied.
- CHF 300.-- each and every claim
 For burglary, if the premises are
 unoccupied and there is an alarm
 system installed which is linked to the
 police or a security company.
- CHF 200.-- each and every claim
 For all other claims, and if the premises are occupied.
- Natural perils according article 7.4.1 of the AFB CH5 amended

4. Definition:

Unoccupied: the premises are considered unoccupied if they have been uninhabited for more than four consecutive days.



HHC 09.2008



Schweizerischer Versicherungsverband Association Suisse d'Assurances Associazione Svizzera d'Assicurazioni

Norme per l'assicurazione degli stabili

Edizione 2012

1 Nozione di stabile

- 1.1 È stabile, secondo le norme della tecnica in materia d'assicurazione, ogni prodotto non mobile dell'attività edile, comprese le sue parti integranti, che è coperto da un tetto, contiene dei locali utilizzabili ed è costruito quale installazione permanente.
- 1.2 La costruzione grezza di un fabbricato nel senso indicato qui sopra, è pure considera-ta come stabile (fabbricato in costruzione). Per contro, il materiale da costruzione non ancora incorporato nello stabile, è considerato come bene mobile.
- 1.3 Non sono considerate come stabili le costruzioni provvisorie, cioè quelle costruzioni che non sono erette a titolo d'installazione permanente come le baracche da cantiere, baracconi da fiera e per feste.

2 Delimitazione

- 2.1 L'assicurazione degli stabili comprende anche quelle installazioni edili che, pur non essendo parte integrante del fabbricato, ne fanno normalmente parte, appartengono al proprietario dello stabile e che sono fissate o adattate al fabbricato in modo che non possono essere separate senza notevole perdita di valore o senza provocare danni importanti all'edificio.
- 2.2 Non sono compresi nell'assicurazione degli stabili:
- 2.2.1 lo scavo generale, il pompaggio e l'evacuazione delle acque, i lavori di livellamento, i lavori di riempimento e di sistemazione esterni, il consolidamento del terreno di fondazione;
- 2.2.2 i beni mobili, le installazioni inerenti l'esercizio;
- 2.2.3 i costi secondari.

3 Regolamentazione speciale

- 3.1 Per case d'abitazione ed appartamenti, fanno parte dello stabile tutti gli oggetti che, secondo l'uso locale, costituiscono l'arredamento generale dello stabile e che appartengono al proprietario dello stabile, anche se possono essere asportati senza notevole perdita di valore o danni importanti all'edificio.
- 3.2 Per gli impianti industriali, artigianali e agricoli costituiti sia da costruzioni che da installazioni inerenti l'esercizio, l'assicurazione degli stabili comprende ciò che fa parte unicamente o prevalentemente della struttura della costruzione, come condutture d'acqua, d'aria e di energia a partire dal generatore risp. dall'entrata nello stabile sino ai dispositivi di consumo (compresa la distribuzione centrale e secondaria). Le parti di impianto inerenti l'esercizio come pure le condutture di ogni genere che le collegano, sono escluse dall'assicurazione degli stabili, indipendentemente dal modo in cui sono fissate. Ne fanno parte in modo particolare, il macchinario (incluse le installazioni di comando) e le installazioni e relative fondamenta che servono unicamente o prevalen-temente all'esercizio.
- 3.3 Le installazioni edili che sono state effettuate dal locatario o affittuario, fissate allo stabile, devono essere assicurate da questo.

4 Convenzione speciale

Solo mediante convenzione speciale, l'assicurazione degli stabili copre nei limiti della somma assicurata fissata a tale scopo:

- 4.1 Fondazioni speciali, consolidamento scavo generale, (palificazioni con trivellazione, battitura, in calcestruzzo, in legno e palificazioni speciali, palizzate, palizzate a incastro e alternate, sbadacchiature, ancoraggi).
- 4.2 Le installazioni edili all'esterno dello stabile assicurato, che non appartengono allo stesso ma che però fanno parte del complesso, quali
 - Apiari
 - Aste per bandiere
 - Bacini di chiarificazione
 - Bacini per torchi
 - Capanne da giardino
 - Cisterne
 - Colletori solari
 - Condutture d'acqua e d'energia
 - Fontane
 - Fosse del letame
 - Fosse e recipienti per colaticcio
 - Impiantio solare fotovoltaico
 - Padiglioni
 - Pergole
 - Piscine
 - Pollai
 - Pompe di calore
 - Posteggi per biciclette
 - Pozzi di filtrazione
 - Pozzi neri
 - Recinti, stecconate
 - Recipienti
 - Rimesse per attrezzi
 - Rimesse per carri
 - Scale
 - Serre
 - Sili
 - Sonde e registri sotterranei
 - Tende da sole/paraluce (installazioni permanenti)
 - Serbatoi (tank) comprese le tubazioni e vasche (artigianali)
 - Stalle per bestiame minuto
 - Tettoie
 - Voliere
- valore artistico o storico degli stabili e parti di stabili.
- 4.4 Le opere edili all'esterno dello stabile assicurato prevalentemente esposte al rischio dei danni delle forze della natura, ad esempio
 - Canali
 - Fondamenta
 - Gallerie
 - Marciapiedi
 - Muri di sostegno
 - Passerelle
 - Ponti
 - Portoni d'entrata
 - Rampe
 - Terrazze

5 Cose accessorie

Nel dubbio esse condividono la sorte dell'oggetto principale.

ESEMPI

Soluzioni differenti sono menzionate nella polizza o nel processo-verbale di stima dello stabile.

1. Parti integranti dello stabile

Abbeveratoi automatici

Allarme ed estinzione incendio,

installazioni di -

Antenne (solo quelle appartenenti al proprietario

dello stabile)

Ascensori

Aspiratore centrale (accessori inclusi)

Avvisatori d'incendio Basculla (parte edile)

Bestiame, dispositivi per attaccare il -

Bollitori (boiler) (eccettuate le aziendali)

Cassette delle lettere (anche isolate)

Celle frigorifere (parte edile) Centrali elettriche (parte edile)

Ceppo delle campane

Cisterne, comprese le vasche

(senza le aziendali)

Collettori solari

Condizionamento d'aria, impianti

di - (senza gli aziendali)

Condotte forzate ed a vacuum

Condutture del telefono

Condutture elettriche (senza quelle delle

centrali elettriche)

Cucine, installazioni per - (fornelli, dispense, frigoriferi,

lavatrici di ogni genere, non d'esercizio ma incl. cucine

per alberghi e ristoranti)

Cucine per alberghi e ristoranti

Decalcificazione d'acqua, installazioni di -

(eccettuate le aziendali)

Epurazione delle acque, impianti di - (parte edile)

Essiccatoi, installazioni di - (parte edile)

Finestre doppie (anche se non montate)

Forge (parte edile)

Forni per mattoni e laterizi (parte edile)

Gioco dei birilli (parte edile)

Impiantio solare fotovoltaico

Incenerimento rifiuti, impianti di - (parte edile)

Installazioni sanitarie

Lampade, anche all'aperto

(senza le aziendali, le lampadine e i tubi al neon)

Lavanderie * (eccettuate le aziendali)

Macchine elettriche (incorporate nella parte edile)

Parafulmini

Paratoie di presa

Pavimenti, rivestimenti per - *

Pesa a ponte, basculla (parte edile)

Pitture decorative

Pompe termiche

Pompe (per il riscaldamento dei locali o

l'approvvigionamento d'acqua)

Pompe per la circolazione d'acqua

Ponti elevatori per veicoli (parte edile)

Pozzi e cantine per serbatoi

Protezione civile, impianti di - (senza

equipaggiamenti per la protezione civile *)

Quadri di comando (eccettuati gli aziendali)

Riscaldamento, installazioni di -

(eccettuate le aziendali)

Scale mobili

Scritte reclame (gravate, immurate o dipinte)

Serbatoi, comprese le vasche (senza gli

aziendali)

Sili (parte edile)

Silos per foraggi (parte edile)

Sprinkler, impianti -

Stand di tiro (senza bersagli e installazioni

di trasporto)

Tappeti fissati (moquettes)

Tende da sole/paraluce

(solo installazioni fissate permanenti allo stabile)

Ventilazione, impianti di - (senza gli

aziendali)

Verniciatura a spruzzo, installazioni per la -

(parte edile)

Vetrine

2. Installazioni edili

(vedi a tergo cif. 2.1)

Affumicatoi

Allarme, installazioni d' -

Altari

Altoparlanti, installazioni di -

Apparecchi d'intercomunicazione

Banchi

Banchi d'officina

Banchi mescita (buffet, bar)

Buffet

Cabine telefoniche

Cappelle in laboratori

Casseforti

Confessionali

Cunicoli per cavi Fonti battesimali

Guardaroba

Installazioni telefoniche per

uso interno

Installazioni per il trattamento

dell'acqua (eccettuate le aziendali)

Lavagne a muro Locali del tesoro

Palchi

Paraventi (se appartenenti al

proprietario dello stabile) Pile per acquasanta

Podi

Pulpiti

Rampe adattabili

Recipienti (eccettuati gli aziendali)

Sauna, installazioni di -Scaffali

Scaricatori a scivolo

Sedili

Sirene d'allarme

Supporti per botti

Tabernacoli

Tavoli da laboratorio

Vetrine per manifesti e d'esposizione

Whirl-Pools

3. Beni mobili

Ammortizzatori

Apparecchi e centrali telefonici Armadi e tavoli per riscaldare Aspirapolvere, installazioni di -

Aspirazione del fieno, installazioni per l' -

(parte meccanica)

Banchi di vendita e relativi elementi

Basculla (parte meccanica)

Bilance

Binari (all'interno dello stabile e sull'area

d'esercizio) Caldaie a vapore

Caldaie elettriche (aziendali) Caldaie per formaggio

Campane, con meccanismo di suoneria

Cartelli pubblicitari Casse miscelatrici Cavi EED

Centrali elettriche (parte meccanica)

Compactus, installazioni di -

Contatori

Cucine, installazioni per

(aziendali, ma senza le cucine negli alberghi

e nei ristoranti) Cuoci-foraggio Elevatori e carica-fieno Elevatori per foraggio

Epurazione delle acque (parte meccanica) Equipaggiamento per la prote zionicivile * Essiccatoi, installazioni di (parte meccanica) Evacuazione del letame, installazioni per l'-

Forge (parte meccanica) Forni di arroventamento Forni e stufe a scopo aziendale

Forni fusori (cublotto) Forni per la tempera

Forni per mattoni e laterizi (parte meccanica)

Fusione, impianti di -

Gasometri

Gioco dei birilli (parte meccanica)

Graticci *

Gru, impianti di -, compresi i binari Impianti di orologeria (senza le condutture) Incenerimento dei rifiuti, impianti per l' -

(parte meccanica)

Macchine e turbine a vapore Macchine elettriche * (aziendali) Macchine lavastoviglie *

Macchine per colaticcio e letame

Mescolatrici Molazze

Motori (ad eccezione di quelli che servono per

lo stabile o parti di esso)

Mungitrici Organi

Orologi da campanile

Palmenti

Pesa a ponte, basculla (parte meccanica)

Piattaforme mobili Pompe (aziendali)

Ponti elevatori per veicoli (parte meccanica) Posta pneumatica, installazioni per la -

Presse

Reclame luminosa

Refrigerazione, impianti di - (parte meccanica)

Scrematrici centrifughe

Seghe a telaio

Serbatoi (parte meccanica) Sili (parte meccanica) Sili per foraggio (parte mobile)

Soffiatrici

Supporti prismatici Torchi per la frutta Trasmissioni Trasporti, impianti di -

Trasporto di trucioli, installazioni di -

Turbine

Verniciatura a spruzzo (parte meccanica)

Vetrine, installazioni mobili di -

Osservazione: *= Regolamentazione speciale per le case d'abitazione conformemente alla norma prevista alla cifra 3.1 a tergo

Your personal information notice

Who we are - We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics - We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, subcontractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your

personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us -Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details? - For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights - You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, the agent or broker that arranged your insurance. And will provide you with our contacts:

RVA Associati SA Via Maggio 1A, CP 1829 CH-6901 Lugano +41 91 260 02 02 info@rvasa.ch



LMA 9151

La Sua nota informativa personale

Chi siamo - Siamo il sottoscrittore/i sottoscrittori di Lloyd's indicati nel contratto di assicurazione e/o nel certificato di assicurazione.

Informazioni essenziali - Noi raccogliamo e utilizziamo le informazioni pertinenti relative a Lei al fine di fornirLe la Sua copertura assicurativa o la copertura assicurativa di cui Lei si avvale e per ottemperare ai nostri obblighi di legge.

Queste informazioni comprendono dettagli come il Suo nome, l'indirizzo e i dati di contatto, nonché eventuali altre informazioni che raccogliamo in relazione alla copertura assicurativa di cui Lei si avvale. Queste informazioni possono comprendere anche dati più sensibili come, ad esempio, informazioni sul Suo stato di salute ed eventuali condanne penali.

In alcuni casi, potremmo aver bisogno del Suo consenso per elaborare certi tipi di informazioni che La riguardano (compresi dati sensibili sul Suo stato di salute ed eventuali condanne penali). Se abbiamo bisogno del Suo consenso, glielo chiederemo separatamente. Lei non dovrà dare il Suo consenso e potrà ritirarlo in qualunque momento. Tuttavia, se Lei non darà il Suo consenso, o se lo ritirerà, ciò potrebbe incidere sulla nostra capacità di fornire la copertura assicurativa di cui Lei si avvale e potrebbe impedirci di fornirLe la copertura o di gestire le Sue domande di indennizzo.

Per come funziona l'assicurazione, le Sue informazioni potrebbero essere condivise con vari soggetti terzi operanti nel settore assicurativo e da loro utilizzate. Ad esempio, assicuratori, agenti o broker, riassicuratori, liquidatori, subfornitori, autorità di regolamentazione, autorità giudiziarie,

organismi preposti alla prevenzione e al rilevamento delle frodi e del crimine e database assicurativi obbligatori. Divulgheremo le Sue informazioni personali solo in relazione alla copertura assicurativa che forniamo e nella misura richiesta o permessa dalla legge.

I dati su altre persone da Lei forniti a noi -Nel caso in cui Lei fornisca a noi, al Suo agente o broker i dati relativi ad altre persone, Lei dovrà fornire a tali persona la presente nota informativa.

Desidera ulteriori informazioni? - Per ulteriori informazioni su come utilizziamo le Sue informazioni personali, consulti le nostre note informative complete, disponibili online sui nostri siti o, su richiesta, in altri formati.

Come contattarci e i Suoi diritti - Lei ha dei diritti in relazione alle informazioni che noi conserviamo su di Lei, tra cui il diritto di accesso alle Sue informazioni. Se desidera esercitare i Suoi diritti, parlare di come utilizziamo le Sue informazioni o richiedere una copia delle nostre note informative complete, può contattare noi, l'agente o il broker che ha organizzato la Sua assicurazione e loro le forniranno i nostri dati di contatto:

RVA Associati SA Via Maggio 1A, CP 1829 CH-6901 Lugano +41 91 260 02 02 info@rvasa.ch



LMA 9151