

Beazley | Private Collections



Contents

4	
4	Dofinitiono
7	Definitions

- 6 Your contract of insurance Contractual Information
- 9 Important information regarding this insurance
- 12 General conditions
- 14 General exclusions
- 16 Claim conditions and how to make a claim
- 18 Section one Jewellery and watches
- 22 Section two Fine Art, Antiques, musical instruments and collectibles

Thank you for choosing Beazley

I am delighted that you have chosen Beazley to insure your personal assets and it is my pleasure to enclose your insurance policy.

With a wealth of experience in meeting our clients' needs around the world, we are a specialist insurer with operations in Europe, the US, Canada, Latin America and Asia. Working closely with high calibre insurance brokers, Beazley seek to deliver exceptional underwriting and claims service.

Beazley is one of the leading insurers at Lloyd's of London where we manage six syndicates. This policy is underwritten by syndicates 2623 & 623. All Lloyd's syndicates are rated 'A' by A.M. Best and A+ by Standard & Poor's.

Please read your policy documentation carefully to ensure that the cover meets your requirements. If you have any questions or queries, please do not hesitate to contact your broker who will be happy to assist.

Thank you for insuring with Beazley.

Adrian Cox

Chief Executive Officer

Cheenes

Beazley Group



Definitions

Words shown in bold type have the same meaning throughout this **policy** and definitions of key words or phrases used within this **policy wording** are set out below.

Agreed Value The value agreed by **you** and **us** for the purpose of this insurance only.

No representation is made by us that those values represent the market

value or any other basis of value.

Broker The insurance intermediary who arranged this cover on **your** behalf.

Collectibles Private collections of rare, unique or novel articles of personal interest

(for example, dolls, guns, model trains) including memorabilia.

Earthquake The shock, shaking, tremor or convulsion of the earth's surface

caused by natural seismic forces

Endorsements A change in the terms and conditions of this insurance detailed within

your policy.

Excess The amount shown in the policy or endorsement that you will be

responsible for paying in the event of each and every claim.

Family Any members of your family permanently residing at the home or whilst

in full time education (including adopted children, step-children and foster children), fiancé(e)s, co-habitees, domestic staff or partners but

not including lodgers or tenants.

and antiques Any article of recognised artistic or collectable nature of whatsoever

description other than **jewellery and watches** which belong to **you**. This definition includes but is not limited to tapestries, rugs, furniture, paintings, etchings, manuscripts, sculptures, porcelain, gold, silver and gold and silver-plated items, objets d'art, contemporary art, clocks and

barometers and collectibles.

Home The private dwelling including **outbuildings** used for domestic purposes

at the address shown on the policy.

ICA Federal Law on Insurance Contracts of 2 April 1908 (SR 221.229.1)

Jewellery and watches

Fine art

Gemstones, pearls, watches or items of gold, silver or other precious or

semi-precious metals and/or articles comprising them, designed to be worn on the person that belong to **you** or members of **your family**

residing with you.

Market Value The price a willing buyer would pay to a willing seller with good title at

the place the item was located immediately prior to the loss after a reasonable period for marketing taking into account the state of the market for items of that type, the size, condition and provenance and if a

work of Art its position within the artist's body of work.

Natural Perils 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.

Occupant Being an authorised person or persons in the **home** overnight.



Definitions

Period of

insurance The length of time the insurance is in force as shown on the **policy**.

Policy The policy forms part of this insurance and contains details of **you**, the

home, the sums insured, the excess, any endorsement, the period of

insurance and sections of this insurance that apply.

Policy Wording The formal wording of this insurance.

Proposal The application for insurance provided by **you** whether verbally or in

writing that describes **you**, any details specific to **you** or the property and all material information relevant to the cover which **you** have requested.

Specified Items individually declared by you and specifically insured to an agreed

value and recorded by us in the policy.

Sum insured The insured values shown against each section and/or item in the

policy.

Switzerland Switzerland and the principality of Liechtenstein.

Theft / Attempted Theft

Burglary, robbery and ordinary theft. Theft is also considered as the use of the correct keys or codes, magnetic cards and the like, provided the

perpetrator acquired these on the occasion of a burglary, ordinary theft or through robbery. Loss or damage resulting from theft under the threat of or use of violence against insured persons or whenever a person is incapable of offering resistance on account of death, unconsciousness or

of an accident.

Unoccupied/ unoccupancy

Your home is unoccupied whenever it is insufficiently furnished for

normal living purposes or although furnished has been without and / or intended to be without an **occupant** for a period in excess of 90

consecutive days.

Unspecified Individual items, pairs or sets not separately declared by **you** either on

your proposal or verbally and that are not specifically recorded by us

on the **policy**.

We/us/our/ Underwriters/ insurer A F Beazley Syndicates 2623/623 at Lloyd's of London.

You/your/insured The person(s) named in the policy and all members of their family and

domestic employee(s) who permanently live in the home.



Contractual information

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

Lloyd's: Lloyd's insurers, London Head office in: London / Great Britain

> One Lime Street London EC3M 7HA

Great Britain

Swiss Branch: Seefeldstrasse 7

8008 Zürich **Switzerland**

Legal form: Association of individual insurers

- **B.** The insurance contract has been entered into with the cooperation of Lloyd's **brokers**. These are insurance intermediaries within the meaning of Swiss legislation who are not tied to a particular **insurer** (i.e. they are independent).
- **C.** Swiss law shall apply to this insurance contract. The **policy** the quote respectively the **policy** wording, the conditions of the contract and the applicable legislation, in particular the Insurance Contract Act (ICA), 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 **policy**, the quote respectively the **policy wording**, as well as the General Conditions of Insurance for personal lines insurance. The policyholder is therefore expressly asked and urged to read 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 quote and 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 that 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.



ENG LMA 11/21

Contractual information

The insurance contract shall incept on the date indicated in the **policy**. The insurance contract is concluded for the duration specified in this **policy** or in the quote. Insurance contracts with a fixed term and with no renewal clause terminate by implication on the date stipulated 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 **wording**. 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 wording**. The **insurers** may cancel the contract after every insured event for which benefit is payable by them, provided notice of cancellation is given no later than the date on which the benefit to be paid by the **insurers** is paid. The insurers may cancel the contract furthermore if at the time of the conclusion of the insurance the policyholder failed to disclose relevant facts relating to the risks or misinformed the **insurers** about such risks; the right of cancellation shall cease to exist 4 weeks after learning of the breach of the duty of disclosure.

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 **ICA**.

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

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

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



Contractual information

Data protection notice - your personal information

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, sub-contractors, 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, y**ou** must ask them to read this notice.

Want more details?

For more information about how **we** use **your** personal information please see our full privacy notice, which is available online on our website 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 on DPO@beazley.com or the agent or broker that arranged this insurance.



Important information regarding this insurance

This **policy wording**, the **policy** and any **endorsement** should be read together and form the contract of insurance between **you** and **your insurer**.

The **policy** sets out the sections **you** have selected, and any **sum insured** limits that are relevant to **you**; it is **your** evidence of insurance and **you** may need it if **you** wish to make a claim. In return for the payment of the premium (and any tax payable thereon) by **you**, **we** will provide insurance in accordance with this **policy wording** in respect of events happening during the **period of insurance** for those sections stated as covered in **your policy**.

It is important that **you** read this wording and the **policy** carefully to make sure that it meets **your** requirements and needs.

This **policy wording** is arranged in different sections. It is important that:

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

Please contact **your broker** immediately if the **policy** is not correct or if **you** would like to ask any questions.

The **insurers** named hereon bind themselves each for their own part and not one for another. Each **insurer's** liability under this **policy** shall not exceed that percentage, section of cover or amount of the risk shown against that **insurer's** name.

Changes we need to know about

The information **you** have supplied to **us** on **your proposal** and/or any supplementary questionnaires is important and is used in the consideration, acceptance and assessment of this insurance. **You** must, ensure that all the information given is accurate and that no information has been withheld. **You** must tell **your broker** of any update, change or amendment to the information that **you** have given **us** as soon as is reasonably possible

We will tell **you** if such change affects **your** insurance and if so, whether the change will result in revised terms and/or premium being applied to this insurance. If **you** do not inform **us** about a change, it may affect any claim **you** make or could result in **your** insurance being invalid.

On moving home

- 1. On moving **home** in **Switzerland**, the insurance shall equally be valid during the removal and at the new location.
- 2. In case of transfer of residence abroad, the insurance shall lapse if **you** move away from **Switzerland**. The insurance shall not apply during the transport.
- 3. **You** are obliged to inform **us** within 30 days of the fact that **you** are moving **home**. **We** are entitled to adjust the premium, and / or alter terms to reflect the new circumstances.

Premium payment

Premiums are payable for each insurance year in advance of the inception date specified in the **policy**. Where payments are made in instalments, the instalments that are payable in the course of the insurance year are only deemed to have been deferred.



Important information regarding this insurance

Changing of the premium tariffs

We may demand adjustments to premiums and excesses, including for existing contracts, from the following insurance year on. The new contractual terms will be conveyed to **you** no later than 25 days before the end of the insurance year. If the **you** do not consent to the adjustment, **you** may issue notice of termination with effect from the end of the current insurance year for the entire contract or the part affected by the adjustment. Notice of termination is deemed timely and valid if **we** receive it no later than the final day of the insurance year.

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

Period of Insurance

The policy commences on the date specified in the **policy**. The contract is concluded for the term specified in the **policy**.

Cooling off period

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

Termination or renewal on expiry

At the end of the **period of insurance your** contract of insurance shall automatically be renewed for one year at a time, unless **you** or **we** have given notice to terminate the contract at least 3 months in advance of **your** renewal date. If **your** contract of insurance has been entered into for a period of less than one year, it shall expire on the date specified in the **policy**.

Termination on change of ownership

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

Termination in the event of a claim

You or **we** may cancel this contract of insurance following the occurrence of an agreed claim under this **policy**. **We** must give **you** notice of cancellation in writing or in another form that allows proof by text, 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 in writing or in another form that allows proof by text, 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, **we** 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 this insurance was in force for at least one year.



Important information regarding this insurance

Premium refund

In the event of the premature cancellation or termination of the insurance contract, the premium is only payable for the period up until cancellation of the contract. The premium for the current insurance period is nevertheless owed in full if **we** have paid benefits in the case of a total loss or **you** choose to terminate the contract in the case of partial damage and the contract has been in force for less than one year at the time when notice of termination is given.

Jurisdiction

In the event of any litigation, the **insurers** shall accept the jurisdiction of the court at their seat of administration for the entire Swiss business, Seefeldstrasse 7, 8008 Zurich, or at the Swiss domicile of the **Insured**. Lloyd's Underwriters General Representative for **Switzerland** shall be authorised to represent all the undersigned **Insurers** in any litigation with the right for substitution in legal proceedings.

Choice of Law

This insurance shall be governed by the ICA.

Type of Insurance

It is an indemnity insurance in accordance with the Federal Law on insurance contracts.

Complaints

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently, and fairly. At all times we are committed to providing you with the highest standard of service. If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact your broker. Please quote your policy number and/or claims reference number in all correspondence to enable the matter to be dealt with promptly. If you remain dissatisfied, you can refer the matter to Lloyd's General Representative for Switzerland. The contact details are:

Graham West, Lloyd's General Representative for **Switzerland**Seefeldstrasse 7, 8008 Zurich, **Switzerland**Tel: +41 (0)44 266 60 70 Fax: +41 (0)44 266 60 79 E-mail: graham.west@lloyds.com

Should **you** remain dissatisfied with the final response from the above or if you have not received a final response within eight weeks of the complaint being made, you may be eligible to refer your complaint to the Ombudsman of Private Insurance. The complaints handling arrangements above are without prejudice to your rights in law. The contact details are as follows:

Head office and office for German speakers: Ombudsman of Private Insurance, In Gassen 14, Postfach 181, 8024 Zurich, **Switzerland**Tel.: +41 (0)44 211 30 90 Fax: +41 (0)44 212 52 20 E-mail: help@versicherungsombudsman.ch

Branch office for French speakers: Ombudsman of Private Insurance Chemin des Trois-Rois 2, Case postale 5843, 1002 Lausanne, Switzerland

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

Branch office for Italian speakers: Ombudsman of Private Insurance Via Giulio Pocobelli 8, Casella postale,6903 Lugano, Switzerland

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



ENG LMA 11/21

General conditions

You must comply with the following obligations. If you do not several things could happen.

We may:

- 1. reduce any payment **we** make under this insurance;
- 2. charge **you** more for **your** insurance;
- 3. amend the terms of **your** insurance,
- 4. terminate **your** cover; or
- 5. treat this insurance as though it never existed.

Your duties under this insurance are as follows:

- 1. **You** must take all reasonable steps to safeguard **your** possessions against loss or damage.
- 2. You must tell us as soon as possible if you:
 - Stop using the **home** as **your** permanent private residence
 - Leave the **home** without an **occupant** for more than 90 consecutive days.

When \mathbf{we} receive this notice, \mathbf{we} have the option to change the conditions of this insurance.

3. You must tell us of any change to the information declared on your proposal or any other supplementary questionnaire that could affect the assessment of risk and the premium charged. If you are unsure as to what information you need to disclose, please refer to your broker for guidance.

Security of the water supply

You must ensure that:

- (a) water pipes, including any equipment and apparatus connected to the same, are kept in good working order at all times at **your** expense.
- (b) arrangements are made to have blocked water pipe systems cleaned as soon as is reasonably possible.
- (c) the freezing of water pipes is prevented by taking suitable measures; **you** must notably arrange, for as long as the **home** is **unoccupied**, 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.

Luggage

- (a) If you hand over items to a common carrier for carriage, you must request a receipt.
- (b) Whenever they are not being worn or used, **jewellery and watches** must be handed over for safekeeping or kept under separate lock and key.
- (c) **Insured** property must not be left anywhere where it is accessible to all, e.g., in unlocked vehicles or ships, unless it can be continually overseen by the insured persons.

Adequacy of sum insured

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

Specified fine art, antiques, musical instruments and **collectibles** must be individually declared by **you** and specifically insured to a value agreed by **you** and **us** and shown on **your schedule** for the purpose of this insurance only. No representation is made by **us** that those values represent the **market value** or any other basis of value.

General conditions

Adequacy of sum insured

The basis of valuation for settlement of any total loss accepted under this insurance for **specified jewellery and watches** will be the amount individually listed in the **schedule** or the **market value** immediately prior to the loss whichever is the less.

For any items that are not individually **specified** in **your schedule** full value is the current **market value**. If **you** fail to maintain **your sums insured** at full value **your** insurance will not cover the full amount required to put **you** back in the same position as **you** were before the loss or damaged happened and **you** will need to pay the remaining costs.

Insurers dispense with their right to decrease the insurance sum

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

Non-disclosure

If **you** or any person insured shall have made upon conclusion of this insurance a false declaration of a material fact which **you** or any person insured knew or ought to have known and about which **you** or any insured person has been asked in writing or in another form that allows proof by text, or if **you** or any insured person omitted to declare such fact, **we** shall in accordance with Article 6 of the Federal Law concerning the Insurance Contract be entitled to cancel the contract by written declaration or in another form that allows proof by text, within four (4) weeks of such false declaration or omission coming to their knowledge.

We 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 we may have already indemnified a loss or losses then we shall be entitled to reimbursement. In addition, following the conclusion or renewal of this insurance, we shall be entitled to cancel this insurance during all subsequent renewal periods, if you or any insured person falsely declared or omitted to declare such information to us.

Packing and Transportation

You must ensure that fine art and antiques, collectibles, musical instruments are securely and adequately packed whilst in transit and if not transported by a professional carrier, then they must be appropriately packed and under the custody and control of you, a member of your family or a suitable person appointed by you.

Breach of regulations, duties and obligations, under-insurance

We are entitled to reduce the indemnity by the amount by which the occurrence and extent of the loss or damage was influenced by the negligent breach of:

- · Contractual or statutory provisions.
- Duties, conditions, and obligations stated within this policy.



ENG LMA 11/21

General exclusions

The following exclusions apply to the whole of this **policy**. Any extra exclusions are shown in the sections to which they apply.

1. Radioactive contamination and nuclear assemblies' exclusion

We will not pay for

- 1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
- 2. any legal liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from:
- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. Biological and chemical contamination clause

We will not pay for

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

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

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

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

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

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

3. War exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

4. Existing damage

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

5. Deliberate damage

We will not pay for loss or damage caused deliberately by **you**, anyone acting on **your** behalf or any person lawfully in the **home**.

6. Indirect loss or damage

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



General exclusions

7. Wear and tear, mechanical or electrical breakdown

We will not pay for damage caused by wear and tear or mechanical or electrical breakdown, fault or failure.

8. Deception

We will not pay for loss, damage, or liability caused by deception other than by any person using deception to gain entry to **your home** or pick pocketing and theft by trickery.

Sanctions

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

10.Limited Cyber and Data Exclusion

The following exclusions apply to the whole of the contract.

We will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to (a)(i) and/or (a)(ii) above.

However, where:

- a fire or explosion occurs as a result of (a)(i) or (a)(ii) above;
- an escape of water occurs as a result of (a)(i) or (a)(ii) above; or
- a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, **we** will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

15. Communicable Disease

This insurance contract 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.

16. Cryptocurrencies

We will not pay for loss, damage or liability under this policy relating to or in connection with any electronic, online or cryptocurrencies even where such currency exists in physical form (for example Bitcoin and Ether).



Claim conditions and how to make a claim

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

Your duties

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

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

If **you** do not, **we** may not make a payment for **your** claim or reduce any payment **we** make under this insurance.

Defence of claims

We may:

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

Other insurance

Subject to art. 71 **ICA**, we will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

Fraudulent Claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **we** will not pay the false or fraudulent claim, or any subsequent claim.

Proof of Value and Ownership

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

Gross negligence

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



Claim conditions and how to make a claim

Payment of Claims

Claims shall become due for payment four (4) weeks after **we** have received the final information as mentioned under 'duties' concerning the loss or damage and **we** are satisfied as to the correctness of the claim. Claims shall be paid at **your** domicile in **Switzerland**.

Litigation

If there is dispute between **you** and **us you** may take legal action against **us** or the Lloyd's General Representative for **Switzerland** by naming "Lloyd's **insurers**, London in **your** action. **You** must quote **your** policy number, or the Unique Market Reference mentioned in the policy in any correspondence.



ENG LMA 11/21

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

We will insure your jewellery and watches in the home or anywhere in the world while temporarily removed from your home, against physical loss or physical damage occurring during the **period of insurance** but subject to the exclusions, limitations and conditions stated hereunder.

Any single item pair or set valued at CHF 50'000 or over for **jewellery and watches** must be individually **specified** by **you** and supported by valuations and / or purchase receipts.

You should be aware that the onus of proof of value rests with **you** in the event of a claim where professional valuations have not been seen and agreed by **us**.

Any items that have not been individually specified will be covered as unspecified items.

We will also provide cover for:

1. Temporary removal from bank or safe deposit

If you have told us that certain items of your jewellery and watches are permanently stored in a bank or safe deposit, we will provide cover against physical loss or physical damage occurring during the **period of insurance** to these items while temporarily removed from your bank or safe deposit for up to 15 days in any one **period of insurance**.

The maximum we will pay is CHF 25'000 any one claim, and in all during the **period of insurance** unless a higher amount has been specifically agreed by **us** and an additional premium paid by **you**.

2. New acquisitions

We will allow an increase in the **sum insured** for **unspecified jewellery and watches** of up to CHF 25'000 to cover any items **you** acquire during the **period of insurance**. We will only do this if **you** tell **us** about the new possession within 60 days of acquisition and pay an extra premium. This applies separately to each insured location.

Any items that are only intended to be in **your** possession for a short time, such as presents for other people, are covered automatically for up to 60 days, as long as they do not increase the **unspecified jewellery and watches sum insured** by more than CHF 25'000.



Exclusions applying to Section 1

This insurance does not cover:

- Loss or damage arising from theft or attempted theft if the home is left unoccupied.
 This exclusion does not apply if all security devices for the protection of the home are put into full and effective operation.
- 2. Loss or damage while **your home** is not furnished enough to be normally lived in unless caused by fire, lightning or explosion.
- 3. Damage to or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- 4. Loss or damage arising from misuse, faulty design, specification, workmanship or materials, general wear and tear, mechanical or electrical faults or breakdown.
- 5. Damage caused by termites, woodworm, or wood-boring insects, moths, fungus, rusting, corrosion or any dryness, dampness or contamination caused by atmospheric or temperature changes or exposure to light or any or for any damage arising from a cause that happens gradually.
- 6. Loss or damage caused by general wear and tear or electrical or mechanical failure or breakdown other than loss or damage resulting from wear and tear or mechanical breakdown to a clasp, setting or other fastening.
- 7. **Theft** or disappearance of **jewellery and watches** contained within baggage unless such baggage is carried by hand and under **your** personal supervision.
- 8. **Theft** or disappearance of **jewellery and watches** from an unattended vehicle unless the vehicle has been securely locked, all doors and windows closed, all security devices set, all keys removed and all items stored out of sight in the vehicle's locked glove compartment or boot.
- 9. Loss or damage caused by volcanic eruptions.
- 10. Loss or damage caused by earthquakes in the Cantons of Valais, Basel-Land, Basel-Stadt, Graubünden and St Gallen.
- 11. Any claim for **theft** or **attempted theft** from the **home** while any building work is being carried out. This exclusion shall not apply if there are visible signs of forcible or violent entry or exit which has resulted in physical damage to **your home** or to the security device(s) used to protect or store **your** possessions.

Limit of settlement

Unattended vehicles

We will pay no more than CHF 10'000 any one claim in respect of **theft** or disappearance from unattended vehicles.

Hotels and motels

If you are staying in a hotel or motel, we will pay no more than:

- 1. CHF 10'000 any one claim in respect of **theft** or disappearance when **you** leave the hotel or motel room unattended unless, at the time of the loss, the item(s) were kept in a locked room safe.
- 2. CHF 100'000 any one claim in respect of **theft** or disappearance from a locked room safe when **you** leave the hotel or motel room unattended.

Theft limitation

We will pay no more than CHF 50'000 for any one item, pair or set and no more than CHF 100'000 for any one claim in respect of **theft** or disappearance unless at the time of the loss the item(s) were either:

- 1. being worn by **you**, or;
- 2. carried by hand and under your personal supervision, or;
- 3. deposited in a bank, safety deposit vault, locked home safe or if you are staying at a hotel or motel, its principal safe.

Specified items

The basis of valuation for settlement of any total loss accepted under this insurance for **specified jewellery and watches** will be the amount individually listed in **your policy** or the **market value** immediately prior to the loss whichever is the less.

You must ensure that the values shown in **your schedule** are updated to reflect any reevaluations, updates or additions.

Unspecified items

For items which are not **specified** in **your policy**, **we** will decide whether **we** repair, replace or make a cash settlement for any lost or damaged item.

The most **we** will pay in total for any individual **unspecified** item, pair or set is the current **market value** but no higher than CHF 50'000 any one item, pair or set.

Limit of settlement

Pairs and Sets

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

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

When repair is not possible or replacements cannot be matched, if **you** surrender the remaining or undamaged portion or the part, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit less any **excess** applying either up to the **specified** value or for **unspecified** items the **market value** at the time of the loss but no greater than CHF 50'000 any one item, pair or set.

Excess

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

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

If a claim is more than CHF 25'000 **we** will not take off any **excess** unless **you** have chosen to take a higher **excess** in exchange for a discounted premium or **we** have imposed a higher **excess**.

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

We will insure your fine art and antiques, musical instruments and collectibles in the home, or anywhere in the world while temporarily removed from your home, against physical loss or physical damage occurring during the period of insurance but subject to the exclusions, limitations and conditions stated hereunder.

Any collection, single item, pair or set valued at CHF 50'000 or over for **fine art and antiques**, CHF 25'000 for wine collections or CHF 10'000 for musical instruments must be individually **specified** by **you**, supported by inventories, valuations and/or purchase receipts.

You should be aware that the onus of proof of value rests with **you** in the event of a claim where professional valuations have not been seen and agreed by **us**.

Any items that have not been individually **specified** will be covered as **unspecified** items.

We will also provide cover for:

1. Fine art and antiques in storage

If declared to **us** and included within **your sum insured**, **we** will cover **your fine art and antiques** stored in a furniture depository or professional storage facility in **Switzerland** for physical loss or physical damage occurring during the **period of insurance**.

We will not pay for loss or damage to fine art and antiques insured elsewhere.

2. Fine art and antiques while being professionally removed

We will cover your fine art and antiques for physical loss or physical damage occurring during the **period of insurance** during removal by professional removal contractors between **your home** and any new residence, including a second or holiday home within **Switzerland**.

We will not pay for items that have not been professionally and appropriately packed for transportation, any transit outside of **Switzerland** without prior agreement or for any losses more specifically insured elsewhere.

3. Temporary removal from a bank or safe deposit

If you have told us that certain items of your fine art and antiques are permanently stored in a bank or safe deposit we will provide cover against physical loss or damage occurring during the period of insurance for these items while temporarily removed from your bank or safe deposit for up to 15 days in any one period of insurance.

The maximum **we** will pay is CHF 25'000 any one claim, and in all during the **period of insurance** unless a higher amount has been specifically agreed by **us** and an additional premium paid by **you**.



We will also provide cover for:

4. New acquisitions

We will allow an increase in the **sum insured** for **unspecified fine art and antiques** of up to CHF 25'000 to cover any items **you** acquire during the **period of insurance**. **We** will only do this if **you** tell **us** about the new possession within 60 days of acquisition and pay an extra premium. This applies separately to each insured location.

Any items that are only intended to be in **your** possession for a short time, such as presents for other people, are covered automatically for up to 60 days, as long as they do not increase the **unspecified fine art and antiques sum insured** by more than CHF 25'000.

5. Death of artist

We will increase the insured value of any individually **specified** painting listed in the **policy** if the artist dies during the **period of insurance**. Coverage is granted only on the basis that:

- This extension applies for the six months immediately following the death of that artist
- You can produce an independent professional valuation which is not more than three
 years old at the time of any loss or damage
- You must prove the increased value if you make a claim for that item.

We will also reimburse **you** up to CHF 30'000 for any costs or expenses **you** have paid but are unable to recover on works of art and collections commissioned by **you** which remain incomplete at the time of the artist's death. **We** will only do this if the artist dies during the **period of insurance** and **you** are legally entitled to a refund of such costs or expenses.

The maximum **we** will pay is for increases of up to 200% of the insured value but not more than CHF 100'000 for all item(s).

6. Defective title

We will pay you if, during the period of insurance, an individually specified item listed in the schedule is determined to be not rightfully your and you are legally required to return it to its rightful owner we will cover you up to the sum insured against any claim which is first made against you and notified to us during the period of insurance. We will only provide this cover if you bought the item during the period that your fine art and antiques has been insured with us and before or at the time of purchasing the item you made all reasonable enquires about the items history of ownership.

We do not cover items that you inherit or that were given to you.

We will pay you the amount you paid for the item , or the sum insured if this is less.

The maximum amount **we** will pay in total during the **period of insurance** for all insured claims is CHF 100'000.



We will also provide cover for:

7. Emergency Relocation

If your home becomes uninhabitable because of an insured event under this **policy** and the safety and security of **your fine art and antiques** is compromised, **we** will pay the cost of transporting **your fine art and antiques** and storing them in an agreed place of secure storage.

Cover for such transportation and storage is limited to 20% of the total **sum insured** under Section 2 of this **policy** and **we** will not pay for more than 12 months storage.

Exclusions applying to Section 2

This insurance does not cover:

- 1. The cost of routine maintenance and decoration.
- 2. Contamination or pollution of any kind.
- 3. Loss or damage caused by misuse, faulty or defective materials and faulty or defective design, manufacture, specification or workmanship, loss or damage caused by general wear and tear, mechanical or electrical faults or breakdown, rusting, corrosion, gradual deterioration, extremes of temperature or exposure to light or any damage that happens gradually.
- 4. Loss or damage caused by termites, woodworm, or wood-boring insects, infestation, moths, insects, vermin or chewing, scratching, tearing or fouling by domestic pets, wet or dry rot, damp, mould, fungus, or any dryness, dampness or contamination caused by atmospheric or temperature changes.
- 5. Loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
- 6. Loss or damage resulting from **theft**, **attempted theft**, vandalism and/or malicious damage while the **home** is **unoccupied** unless all security devices for the protection of the **home** are put into full and effective operation.
- 7. Loss or damage caused by any process of cleaning, dyeing, repair or renovation or while being worked on.
- 8. **Theft** from unattended vehicles unless the vehicle has been securely locked, all doors and windows closed, all security devices set, all keys removed and all items are out of sight in the vehicle's locked glove compartment or boot.
- 9. **Theft** or disappearance of **items** from baggage unless such baggage is carried by hand and under **your** personal supervision.
- 10. Loss or damage to an item being transported unless it is adequately and appropriately packed and secured.
- 11. Loss or damage caused only by a gradual rise in the ground water level.
- 12. Loss or damage to **fine art and antiques** in the open but within the boundaries of the home by **natural perils** unless specifically designed for outdoor use.
- 13. Damage to guns caused by rusting or bursting of barrels.
- 14. Breakage of strings, drumheads or the breakage of pipes.
- 15. Damage to internal mechanisms including but not limited to valves and transistors unless caused by a single identifiable external event.
- 16. **Theft** by any person or persons to whom the property insured is entrusted.
- 17. Loss or damage to **collectibles**, stamps or coins caused by handling, fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, or temperature extremes or whilst being worked on.



Exclusions applying to Section 2

This insurance does not cover:

- 18. Loss or damage caused by volcanic eruptions.
- 19. Loss or damage caused by **earthquake** in the Cantons of Valais, Basel-Land, Basel-Stadt, Graubünden and St Gallen.
- 20. Any claim for **theft** or **attempted theft** from the **home** while any building work is being carried out at **your home**. This exclusion shall not apply if there are visible signs of forcible or violent entry or exit which has resulted in physical damage to **your home** or to the security device(s) used to protect or store **your** possessions.
- 21. **We** will not pay for loss or damage to wine directly or indirectly caused by or resulting from substitution or mysterious disappearance, bankruptcy or any book-keeping failure of any wine storage facility, evaporation or natural loss of contents, inherent vice, corkfly or climatic conditions.

Limit of settlement

Unattended vehicles

The most **we** will pay in respect of **theft** or disappearance from unattended vehicles is CHF 25'000 any one claim.

Specified items

If a **specified** item shown on in **your policy** is lost or destroyed **we** will pay the value agreed by **you** and **us** for the purpose of this insurance only. No representation is made by **us** that those values represent the **market value** or any other basis of value. If the item is partly damaged, **we** will decide whether **we** repair, replace or pay the loss in value of the damaged item.

You must ensure that the **agreed value** shown in **your policy** is updated to reflect any reevaluations, updates or additions

Unspecified items

For items which are not **specified** in **your policy**, **we** will decide whether **we** repair, replace or make a cash settlement for any lost or damaged item.

The most **we** will pay in total for any individual **unspecified** item, pair or set is the current **market value** but no higher than CHF 50'000 for **fine art and antiques**, CHF 25'000 for wine Collections or CHF 10'000 in respect of musical instruments.

Limit of settlement

Pairs and sets

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

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

When repair is not possible or replacements cannot be matched if **you** surrender the remaining or undamaged portion or the part, set or unit to **us** and we agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit less any excess applying either up to the **specified** value or for **unspecified** items the **market value** at the time of the loss but no greater than CHF 50'000 for **fine art and antiques** or CHF 10'000 for musical instruments.

Excess

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

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

If a claim is more than CHF 25'000 **we** will not take off any **excess** unless **you** have chosen to take a higher **excess** in exchange for a discounted premium or **we** have imposed a higher **excess**.



LLOYD'S

RENEWAL OFFER CLAUSE (SWITZERLAND)

NMA 1658-4

- 1. 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

Clausola di manutenzione sulla protezione (modificata)

Si concorda che tutte le protezioni previste per la sicurezza della proprietà assicurata devono essere mantenute in buon ordine in tutta la durata della presente Polizza e devono essere utilizzate quando i locali dell'Assicurato sono lasciati incustoditi e che tali protezioni non devono essere ritirate o modificate a scapito degli interessi degli Assicuratori senza il loro consenso.

Clausola di manutenzione degli allarmi

È una condizione precedente alla responsabilità degli Assicuratori in virtù di questa Assicurazione che:

 a) Tutte le serrature e i lucchetti devono essere stati posti in pieno ed efficace funzionamento in ogni momento in cui i locali dell'Assicurato non sono occupati e in tutti gli altri momenti appropriati.

<u>Protection Maintenance Clause</u> (amended)

It is agreed that the whole of the protections provided for the safety of the insured property shall be maintained in good order throughout the currency of this Policy and shall be in use when the Assured's premises are left unattended and that such protections shall not be withdrawn or varied to the detriment of the interests of the Underwriters without their consent

Alarm Maintenance Clause

It is a condition precedent to the liability of the Underwriters under this Insurance that:

 a) All locks and padlocks shall have been put into full and effective operation at all times when the Assured's premises are unoccupied and at all other appropriate times.



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:

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LMA 9151