

CONTRACTUAL CONDITIONS

LLOYDS

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05.2022

PRECONTRACTUAL INFORMATION

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

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

B. The insurance contract has been entered into with the cooperation of Lloyd's brokers. These are insurance intermediaries within the meaning of Swiss legislation who are not tied to a particular insurer (i.e. they are independent).

C. Swiss law shall apply to this insurance contract. The schedule, the quote respectively the insurance policy, the conditions of the contract and the applicable legislation, in particular the Swiss Federal Insurance Contract Act of 2 April 1908 (VVG), shall form the basis of this insurance contract.

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

D. The insured risks and the scope of the insurance coverage shall be as shown in the schedule, the quote respectively the policy, as well as the General Conditions of Insurance (AVB). The policyholder is therefore expressly asked and urged to read through the following information carefully.

E. The amount of the premium will depend on the risks insured under the insurance contract and on the desired scope of the insurance coverage. For further details on the premium and any charges, please refer to the schedule, the quote respectively the policy. If the contract is cancelled before the expiry of a fixed insurance period agreed upon by the contracting parties, the insurers shall be under an obligation to reimburse the share of the premium which corresponds to the period of unexpired risk. There shall be no reimbursement of premium however if (1) the insurers have paid out the insurance benefit as the result of the cessation of the risk or if (2) the insurers have paid out the insurance benefit for partial loss or damage and the policyholder cancels the contract during the first year of the same.

F. The policyholder may revoke his application to conclude the insurance contract or the declaration of acceptance thereof within 14 days from the date of application or acceptance of the insurance contract by the policyholder in writing or in another form that allows proof by text.

The insurance contract shall incept on the date indicated in the schedule, in the quote respectively in the policy. The insurance contract is concluded for the duration specified in this schedule or in the quote. Insurance contracts with a fixed term and with no renewal clause terminate by implication on the date stipulated in the schedule, in the quote respectively in the policy. The *policyholder* may furthermore terminate the insurance contract by giving notice, in writing or in another form that allows proof by text, within the period for giving notice agreed upon in the policy.

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

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

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

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

The list of possible circumstances in which the contract may be terminated is not definitive. Further termination possibilities may be inferred from the conditions of the contract, and from the statutory provisions of the VVG.

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

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

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

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

GENERAL CONDITIONS

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

1. EXCLUSIONS

This insurance does not cover:

- 1.1. any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 1.2. (a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
 - (b) any legal liability of whatsoever nature
 - directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

1.3. Biological and Chemical contamination clause

Insurers will not pay for:

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

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

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

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

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

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

1.4. Limited Cyber and Data Exclusion

We will not pay for any:

(a) Cyber

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

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

However, where:

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

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

(b) Electronic Data

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

1.5 Communicable Disease Exclusion

Notwithstanding any other provision of this document of insurance to the contrary, this insurance does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.

2. NON-DISCLOSURE

2.1 Acts of non-disclosure committed from 1 January 2006

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

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

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

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

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

3. OBLIGATION IN CASE OF LOSS OR DAMAGE

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

4. FRAUDULENT CLAIMS

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

5. NOTICE

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

6. DUE DATE AND PAYMENT OF CLAIMS

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

7. SANCTIONS

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

8. LITIGATION

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

9. COMPLAINTS

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your policy** or the handling of a claim **you** should, in the first instance, contact **your broker**. Please quote **your policy** number and/or claims reference number in all correspondence to enable the matter to be dealt with promptly.

If **you** remain dissatisfied, **you** can refer the matter to Lloyd's General Representative for **Switzerland**. The contact details are:

Graham West, Lloyd's General Representative for **Switzerland**

Seefeldstrasse 7, 8008 Zurich, **Switzerland**

Tel: +41 (0)44 266 60 70 Fax: +41 (0)44 266 60 79 E-mail: graham.west@lloyds.com

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

Head office and office for German speakers:

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

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

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

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 GENERAL CONDITIONS FOR PERSONAL
ACCIDENT INSURANCE
Form K (Switzerland)
NMA 1740A-4**

1. Subject and Extent of Insurance

Underwriters will pay compensation if the Assured at any time during the Period of Insurance shall sustain, anywhere in the world, bodily injury caused by accidental violent, external and visible means. If the accident is only partially the cause of the bodily injury, the compensation is due only for an adequately reduced proportion which if the occasion arises will be assessed by a medical expert. If the Insurance covers only non-occupational accidents, the journey to and from the Assured's place of occupation or business is insured.

2. Included in the Insurance are also:

Damage to health caused by: accidental ingestion or inhaling of substances which by their nature are damaging to the body or the inhaling of gas or fumes, accidental drowning, twisting, spraining and tearing of muscles and tendons, infection of wounds caused by an accident. Damage to health through heat and light to which the Assured has been exposed as a result of an insured accident as well as damage to health caused by freezing, heatstroke and UV-radiation, except for sunburn is also covered.

3. Exclusions

Unless agreed to the contrary, there are excluded from this Insurance accidents:

- 3.1 consequent on actions of war, whether such actions take an effect within or outside the territory of a nation at war, or consequent on invasion or civil war or civil disturbance.
- 3.2 resulting from disturbances of all kinds and from measures taken for their defence, unless the Assured proves that he was not actively engaged on the side of the person or persons who have caused the disturbances or was not engaged in inciting or provoking an assault.
- 3.3 sustained whilst the Assured is engaged in or taking part in naval, military or air force service or operations, other than service in the Swiss Army and Air Force (including active service) in peace time
- 3.4 whilst the Assured is engaged in or taking part in races with motor vehicles or motor boats and whilst training on the race track;
- 3.5 whilst travelling by air as a pilot, pilot instructor, pilot pupil, member of the crew or parachutist
- 3.6 whilst parachute jumping.
- 3.7 resulting from suicide or attempted suicide or intentional self injury or from the Assured's own intentional criminal act or other intentional offence or sustained whilst the Assured is in a state of insanity.
- 3.8 directly or indirectly resulting from disease or from any cause other than an accident within the scope of this Insurance or from medical or surgical treatment or the taking of drugs, except where such treatment is rendered necessary by bodily injury caused by an accident within the scope of this Insurance.
- 3.9 caused by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

4. **Compensations**

The compensations for which coverage is provided herein are as stated in the Schedule of this Policy, and for which an insured amount has been inserted.

5. **Death**

- 5.1 If the accident causes the Assured's death within two years from the day of the accident, the Underwriters will pay the compensation after deduction of any amounts which may have already been paid by them for permanent disablement of the Assured, resulting from the same accident. Persons who purposely cause the Assured's death through any kind of criminal action are excluded from compensation under this Insurance.
- 5.2 If the same event causes the death of the Assured and of his spouse and if children or adopted children of minor age are left behind or children who must be supported by them, the insured compensation for death shall be doubled and paid equally between the aforementioned children.

6. **Permanent Disablement**

- 6.1 The degree of permanent disablement shall be ascertained only when the Assured's condition can be expected to be permanent, but not later than two years after the accident. If the accident causes the Assured's death within two years after the accident, no compensation for permanent disablement is due.
- 6.2 The following percentages of the insured amount stated in the schedule for permanent disablement shall be paid for permanent total or permanent partial disablement (Scale A):

Loss of both arms, both hands, both legs at or above the knee joint, an arm and a leg at or above knee joint, or a hand and a leg at or above knee joint		100%
Complete paralysis		100%
Incurable and total alienation of the mind		100%
Loss of sight of both eyes		100%
Loss of sight of one eye		30%
Permanent total deafness in both ears		60%
Permanent total deafness in one ear		15%
Loss of an arm or of a hand	right 70%	left 60%
Loss of thumb	right 22%	left 18%
Loss of an index finger	right 15%	left 12%
Loss of any other finger	right 8%	left 6%
Loss of a leg below knee joint		50%
Loss of a leg at or above knee joint		60%

It is agreed that "loss" shall include "total loss of use". In the case of partial disablement the above percentages shall be reduced in proportion. If it is proved that the Assured is left-handed, the figures for right and left are reversed.

Any permanent disablement not enumerated above shall be paid for in proportion to the degree of permanent disability as compared with the categories enumerated above, but without taking into account the occupation of the Assured.

- 6.3 For psychological and nervous disturbances, compensation for disablement is due only inasmuch as they result from a physical illness of the nervous system resulting from the accident.
- 6.4 If the progressive Scale B of disablement is insured, the compensation shall be assessed as follows:
- up to and including 25% disablement: 100% of the amount insured for permanent disablement;
 - in excess of 25% up to and including 50% disablement: 200% of the amount insured for permanent disablement;
 - excess of 50% disablement: 300% of the insured amount for permanent disablement.

7. Daily Compensation

- 7.1 In case of the Assured becoming temporarily totally disabled, the Underwriters will pay the Daily Compensation stated in the Schedule. In case of temporary partial disablement, the amount of compensation will be reduced in proportion to the degree of the Assured's working capacity.
- 7.2 The Daily Compensation is limited to a total period of two years after the accident
- 7.3 No Daily Compensation shall become payable until the amount thereof has been ascertained. The Underwriters may however at their discretion make payments on account.
- 7.4 Total disablement means disablement which entirely prevents the Assured from attending to all his business or occupations of any kind and every kind or if he has no business or occupation from attending to all his usual duties.
- 7.5 Partial disablement means disablement which prevents the Assured from attending to a part of his business or occupation, or if he has no business or occupation from attending to a part of his usual duties, and any compensation for partial disablement will be proportionate to the degree of disability.

8. Hospital Daily Compensation

- 8.1 The Underwriters will pay the compensation stated in the Schedule during the Assured's necessary stay in hospital, clinic or during a necessary spa cure caused by the accident and independent from payments of Daily Compensation under para. 7 or of Medical Expenses under paragraph 9.
- 8.2 Hospital Daily Compensation will be paid for all stays in hospital up to two years duration within two years' from the date of the first admission. The first admission must commence within 12 months from the date of the accident, otherwise no Hospital Daily Compensation is due.

9. Medical Expenses

- 9.1 Medical Expenses means expenses properly incurred as a result of an accident for medical, dental, surgical, therapeutic, X-ray treatment, massage, nursing, medical supplies, transport by ambulance, hospital expenses and expenses for health cures provided the cure is made in a place approved by Underwriters. Expenses for transportation by air in an emergency are included if unavoidable for medical or technical reasons.

- 9.2 In addition coverage shall be provided for the purchase of new dentures and bridges, spectacles, hearing aids and orthopaedic aids as well as expenses for their repairs or replacement (replacement value) if they have been damaged or destroyed by an accident which caused the medical expenses covered under paragraph 9.1.
- 9.3 Compensation for Medical Expenses is limited to a total period of two years after the accident.
- 9.4 If Medical Expenses are insured hereunder in addition to medical expenses insured with a Health Insurance or the compulsory PA Insurance, then Underwriters will only pay the excess over the part thereby insured. However, deductibles and costs payable to the Health Insurance and compulsory PA Insurance will not be refunded by the Underwriters.
- 9.5 If Medical Expenses are insured hereunder with an agreed excess, the amount of the excess will be deducted from the expenses described in 9.1 and 9.2 and can also be set off against other payments due from the Underwriters under this Insurance.

GENERAL PROVISIONS

10. Duty to Notify

If the Assured on the conclusion of this Insurance has made a false declaration of a material fact which he knew or ought to have known or if he did not declare such a fact, the Underwriters are free of all liability if within four weeks after knowing of the false declaration they give notice of cancellation.

All questions asked by the Underwriters in the proposal form are agreed to relate to material facts. Non-disclosure on conclusion or renewal entitles the Underwriters to such cancellation during subsequent renewal periods.

If the Assured shall engage in any other occupation than disclosed in the proposal form he has to give written notice thereof to the Underwriters and if in the opinion of the Underwriters greater risk is incurred he has to obtain their permission in writing (subject to the payment of such premium as the Underwriters may require as the condition of giving such permission); otherwise no claim shall be payable in respect of any accident arising out of or in the course of such occupation and the Underwriters are, within 14 days after having received notice, entitled to cancel the Insurance.

11. SUVA Insurance

If during the period of Insurance the Assured becomes subject to a compulsory PA Insurance, he has to advise the Underwriters immediately. The compensation hereunder for Medical Expenses will be adjusted with retroactive effect to the day the Assured commenced the compulsory PA Insurance, against pro rata return of premium (condition 9.4 will apply)

12. Claims

- 12.1 Immediate notice must be given to the Underwriters of any accident to the Assured which causes or may cause a claim within the meaning of this Insurance and the Assured must as early as possible place himself under the care of a duly qualified medical practitioner.

Immediate notice must be given to the Underwriters in the event of the death of the Assured resulting from an accident within the meaning of this Insurance.

In no case will the Underwriters be liable to pay compensation to the Assured unless the medical adviser or advisers appointed by the Underwriters for the purpose shall be allowed so often as may be deemed necessary to undertake a medical examination of the Assured.

- 12.2 The Underwriters reserve all legal rights to reduce the compensation if a claim is due to gross negligence committed by the Assured.
- 12.3 If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Insurance shall become void and all claims hereunder shall be forfeited.
- 12.4 Claims arising from this Insurance expire two years after the events have taken place which have caused the claim. Repudiated claims expire, if no legal action is taken within two years after the date of the accident.
13. If the Insurance has been concluded with a Renewal Offer Clause, Underwriters will not refuse renewal during the period agreed in the Clause because the Assured is older than 70 years, provided the Assured accepts to pay an adequately adjusted premium which Underwriters may wish to charge.
14. All communications, which the Assured or Beneficiary have to make to the Underwriters, shall be given in writing to the address contained herein or to the place of registration advised subsequently in writing to the Assured or to the Mandataire General's office which is responsible for all of Lloyd's Swiss business. All notices addressed by the Underwriters to the Assured or Beneficiary shall be served to the address last known to the Underwriters.
15. Claims have to be paid at the domicile of the Assured or Beneficiary.
16. Legal actions for the full amount of a claim may be directed against the Underwriters subscribing to this Insurance. The defendant Underwriters have therein to be named "Lloyd's Underwriters, London, subscribing to policy No. **B0702/BB011440C/PA13**..... represented by their Mandataire General for Switzerland.
17. In case 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 Assured or Beneficiary. Lloyd's Underwriters' Mandataire General for Switzerland shall be authorised to represent the Underwriters in any litigation with the right for substitution in legal proceedings.
18. As far as this Insurance contains nothing to the contrary, the provisions of the Federal Law concerning the insurance contract of the 2nd April, 1908, are applicable.

NMA1740A-4

ILLNESS ENDORSEMENT NO. 1 (SWITZERLAND)
(FOR ILLNESS INSURANCE OF 12 MONTHS OR MORE)
NMA -1612

EUROPLEX No B0702/BB011440C/PA13/

In consideration of the additional premium stated in the Schedule, which shall not be subject to any Long Term Discount, and notwithstanding anything contained herein to the contrary it is hereby agreed that, if the Assured shall be disabled by illness declaring itself at any time during the period of this Endorsement whilst the Assured is within the geographical limits specified in this Endorsement, the Underwriters will pay to the Assured according to the Schedule of Compensation payable in respect of illness set out in this Endorsement; nevertheless this Insurance extends to cover disablement by illness declaring itself during the currency of this Endorsement whilst the Assured is anywhere in the world provided that the illness was contracted within the geographical limits specified in this Endorsement.

This Endorsement is not subject to any long term agreement.

This Endorsement is subject otherwise to the provisions of the Insurance to which it is attached (except that Exclusion 3.3 and Exclusion 3.6 shall not apply to this Endorsement) and, in addition this Endorsement shall not cover disablement arising out of pregnancy or any illness or indisposition peculiar to the female sex or, in the case of either sex, out of venereal disease. References therein to "accident" shall be understood to mean "accident or illness" and in relation to illness any time limits shall run from the date the illness declares itself.

It is hereby mutually understood and agreed that the Assured has no illness insurance in force which has not been advised to the Underwriters and that no other illness insurance will be effected by the Assured during the currency of this Endorsement without the agreement of the Underwriters.

SCHEDULE OF COMPENSATION PAYABLE IN RESPECT OF ILLNESS

- | | |
|---|---|
| 1. Permanent Total loss of sight of both eyes by any causes other accident. | 100% of the sum insured under this Insurance in respect of Permanent Total Disablement by accident. No compensation is paid for Permanent Partial loss of sight. |
| 2. Permanent Total Disablement by Paralysis | 100% of the sum insured under this Insurance in respect of Permanent Total Disablement by accident. No compensation is paid for Permanent Partial Disablement by Paralysis. |
| 3. Temporary Total Disablement by Illness of any kind. | 100% of the daily indemnity insured under this Insurance in respect of Temporary Total Disablement by accident, not exceeding consecutive for any single disablement and excluding the first of disablement. No compensation is paid for Temporary Partial Disablement by Illness. |
| 4. Medical Expenses. | Medical Expenses incurred by the Assured as the result of illness, not exceeding 15 per cent of the total amount of any claim admitted under item 3. |

Geographical Limits:

Worldwide

Period of this Endorsement:

As per policy period

Additional Premium:

Included in the policy period

DISAPPEARANCE CLAUSE
(Personal Accident)

IN CONSIDERATION of the premium paid hereon it is hereby agreed that, subject to all the terms, limitations, conditions and exclusions of this Insurance except as specifically provided herein, if the insured person disappears during the currency of this Insurance and his/her body is not found within one year after his disappearance, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that the sustained accidental bodily injury and that such injury caused his/her death. Underwriters shall forthwith pay the death benefit under this Insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the insured person is subsequently found to be living.

6/12/62
NMA1442

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, 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, 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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LLOYD'S

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:

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