



**PRE-CONTRACTUAL INFORMATION &  
NOTICE TO INSURED**  
SWITZERLAND



## PRE-CONTRACTUAL INFORMATION

- A.** The Underwriters and contractual partners of the Policyholder (hereafter: “the Policyholder”) are underwriting members of the association of underwriters known as Lloyd’s (hereafter: “the Underwriters”), having the following domicile, address and legal form:

Lloyd’s  
One Lime Street  
London EC3M 7HA  
United Kingdom

Lloyd’s Versicherer, London  
Zweigniederlassung für die  
Schweiz  
Seefeldstrasse 7  
8008 Zurich  
Switzerland

Head office:  
London / United Kingdom  
  
Legal form:  
Association of Underwriters

- B.** The insurance contract is concluded with the assistance of the Lloyd’s Broker. These are independent insurance intermediaries in the sense of Swiss legislation.
- C.** The insurance contract includes among other things the following General Conditions, which contain nine separate provisions. The Policyholder is therefore explicitly requested and required to read carefully through the following information and the nine mainly short and easily understandable provisions. These refer inter alia to the following:

**Number 1** deals with the general exclusions namely war and hostilities as well as certain losses resulting from ionising or radioactive radiation and in connection with nuclear installations or processes. In these cases the contract offers no insurance coverage.

**Number 2** requires, in accordance with the Swiss Federal Law concerning the Insurance Contract that the written questions of the Underwriters in connection with the insurance proposal must be answered truthfully. A breach of this duty may lead to the cancellation of and to the loss of rights under the insurance contract; here it should be noted that breaches of duty committed up to 31 December 2005 shall be judged in accordance with the (for the Policyholder or Insured) stricter law (withdrawal from the contract, forfeiture of premium) applying hitherto.

**Numbers 3 and 4** outline individual obligations or duties, which must be observed by the Policyholder or Insured following the occurrence of a loss. A breach of these may entail a loss of entitlement to indemnity.

**Number 5** sets out the addresses of the Underwriters to which notices are to be sent by the Policyholder or Insured or the addresses of the Policyholder or Insured to which notices are to be sent by the Underwriters, so that these may have the foreseen effect in a timely manner. Changes of address must be reported without delay.

**Number 6** is linked with Number 3 and stipulates the time and place for the payment of claims as well as the preconditions for these becoming due and to be able to be made against the Underwriters.

**Numbers 7 and 8** explain how and where a possible legal action can be directed against the Underwriters.

**Number 9**, finally, refers to the provisions of the Swiss Federal Law concerning the Insurance Contract, which always then apply, should the relevant insurance contract establish no provisions to the contrary (for example in the General Conditions or in the Special Conditions).

- D.** Lloyd's makes two data collections (client data and claims data) in connection with the processing of the insurance contract. The client data serve as evidence of whether an insurance is in existence at Lloyd's. The claims data serve the adjustment of claims. The parties which receive the data are the respective Lloyd's Brokers and the Underwriters; in the event of a claim, potentially also the loss adjusting firm appointed by the Underwriters and, as the case may be, the Swiss Lloyd's UVG Claims Office. The data may only be passed on to other third parties with the agreement of the party or parties so affected or based on a law. The data are stored in part electronically, in part in paper form and are destroyed after ten years.
- E.** IMPORTANT NOTICE: The definitive wording is exclusively and only that of the nine named provisions themselves; the pre-contractual information does not form part of the contract.

## GENERAL CONDITIONS

The following General Conditions form part of the insurance contract concluded with the **Underwriters**. 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 directly or indirectly occasioned by the following events: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any Government or Public or Local Authority if the Insured Person is actively participating in such events.
1. 2 (a) damage to any property whatsoever as well as any loss or expense resulting or arising therefrom and any consequential loss
  - (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.

## 2. NON-DISCLOSURE

This insurance does not cover:

### 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 if he omitted to declare such fact, the Underwriters shall in accordance with Article 6 of the Federal Law concerning the Insurance Contract be entitled to cancel the contract by a written declaration within four weeks of such false declaration or omission coming to their knowledge.

The Underwriters 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 Underwriters may have already indemnified a loss or losses they shall be entitled to reimbursement.

Also following the conclusion or renewal of this insurance, the Underwriters 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 Underwriters

### 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 Policyholder and the Beneficiary shall in the event of loss and as a condition precedent to any rights or claims under this contract report to the Underwriters without delay the occurrence of the loss and shall give the Underwriters all information, proof and evidence in respect of the loss as the Underwriters may reasonably require from them and as may be in their power.

## 4. FRAUDULENT CLAIMS

If the Policyholder or the Beneficiary makes any claim knowing the same to be false or fraudulent as regards the amount or otherwise, the Underwriters 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 Policyholder or the Beneficiary to the Underwriters shall be served in writing on the address contained herein, or subsequently brought in writing to the attention of the Policyholder, or at the seat of administration for the entire Swiss business. All notices addressed by the Underwriters to the Policyholder or the Beneficiary shall be served on the address last communicated to the Underwriters.

## 6. DUE DATE AND PAYMENT OF CLAIMS

Claims shall become due for payment four weeks after the Underwriters 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. 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 Policy No. {Response} represented by their General Representative for Switzerland."

## 8. 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 Policyholder or Beneficiary. Lloyd's Underwriters' General Representative for Switzerland shall be authorised to represent all the undersigned Underwriters in any litigation with the right for substitution in legal proceedings.

## 9. APPLICABLE LAW

As far as this contract provides nothing to the contrary, the provisions of the Swiss Federal Law concerning the Insurance Contract of 2 April 1908 shall be applicable.

# NOTICE TO INSUREDS

## GENERAL REPRESENTATIVE

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Wherever in this policy/certificate or the conditions of insurance reference is made to the domicile of the General Representative, this is understood to be the Lloyd's seat of administration for the entire Swiss business, the address of which is:

Lloyd's  
Seefeldstrasse 7  
8008 Zurich  
Switzerland.

## COMPLAINTS HANDLING ARRANGEMENTS

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**Any complaint should be addressed** in the first instance to

Complaints  
Tangiers Insurance Services  
80 Churchill Square  
Kings Hill  
ME19 4YU

The Lloyd's managing agent Canopus or the party named above that it has appointed to adjudicate on your complaint on its behalf, will acknowledge your complaint in writing.

The Lloyd's managing agent Canopus, or the party named above that it has appointed to adjudicate on your complaint on its behalf, will aim to provide you with its decision on your complaint, in writing, within eight weeks of the complaint being made.

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

Head office and office for German speakers:

### **Ombudsman der Privatversicherung und der Suva**

Postfach 1063  
8024 Zurich  
Switzerland

Tel: 044 211 30 90  
Fax: 044 212 52 20  
E-mail: [help@versicherungsombudsman.ch](mailto:help@versicherungsombudsman.ch)

Branch office for French speakers:

### **Ombudsman de l'Assurance Privée et de la Suva**

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

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

Branch office for Italian speakers:

**Ombudsman dell'assicurazione privata e della Suva**

Corso Elvezia 7  
Casella postale 5371  
6901 Lugano  
Switzerland

Tel: 091 967 17 83

Fax: 091 921 13 02

E-mail: [help@ombudsman-assicurazione.ch](mailto:help@ombudsman-assicurazione.ch)

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

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**Tangiers Insurance Services**

Suite 24, 80 Churchill Square, Kings Hill,  
West Malling, Kent, ME19 4YU,UK

**24h emergency:** +44 (20) 80895338

**e-mail:** [contact@battleface.com](mailto:contact@battleface.com)

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