

**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.

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