



General Conditions of Contract

for the Payment Plan with a Unit-Linked Savings Period financed by a Single Premium (Tariff CANE), Edition 2017

Generali Personal Insurance Ltd., 8134 Adliswil

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General Conditions of Contract

1. Parties

YOU

You, as "policyholder", are the contracting party of Generali Insurances of Persons Ltd, i.e. the person who has entered into the contract or who is that person's legal successor. In these Contract Conditions, you are also personally addressed as "you".

WE

Generali Insurances of Persons Ltd.,
Soodmattenstrasse 10, 8134 Adliswil

2. Conclusion, commencement, term, and end of contract

We will confirm acceptance of your application in writing.

The contract comes into force as soon as you transfer the single premium but not before the commencement date you requested.

The term of the contract consists of a savings period and a payment period.

During the savings period, your single premium is invested in the funds pursuant to Article 5 below. For contracts with risk reduction, the provisions of Article 8 shall in addition apply. At the end of the savings period, the entire capital is withdrawn from the funds.

During the payment period, your savings capital is invested at a fixed rate of interest.

The contract shall lapse upon the last agreed payment, or if you terminate the contract prematurely.

3. Our benefits

At the end of the savings period, the existing surrender value serves as the basis for determining the guaranteed payments to be made during the payment period agreed in the policy. Any guaranteed amount payable at the end of the savings period will be recorded in your policy documents.

The actual amounts payable depend on the development of the funds during the savings period and can thus be calculated at the end of this period (cf. Articles 5.4. – 5.5.). Any minimum amount payable will be recorded in your policy documents.

At the end of the savings period, therefore, we will send you a policy detailing the amounts payable. The payments recorded in this document are guaran-



teed amounts. Payments are made in advance on the dates agreed and may increase subject to the allocation of any surplus.

4. Payment of benefit

In the event that benefits cannot be transferred, they shall remain available to you for a period of at least ten years. However, payments that are delayed through no fault of Generali shall not attract late payment interest.

5. Investment funds

5.1. During the savings period, investment funds form the basis of the savings process. You yourself are responsible for choosing an investment from the options provided by Generali.

5.2. Allocation and calculation of fund shares

The savings premium is allocated to the associated investment funds according to the investment that you have selected and the agreed fund ratio.

The number of fund shares that can be allocated mathematically to a premium ratio is determined by dividing the corresponding amount by the issue price of the fund shares on the premium due date (key date). In this way, a number of fund shares can always be allocated to each fund of your contract. The total of these fund shares constitutes your accumulated fund assets.

5.3. Allocations and charges in the fund assets

Any agreed guarantee of the benefit amount at the end of the savings period is financed by guarantee costs and investment returns from the savings process. These returns are retrocessions from the fund investment minus investment management fees from fund management.

During the savings period, the guarantee costs and cost premiums are deducted from the single premium for the first contract year, and from the second contract year, they are deducted from the fund assets annually, in advance.

Guarantee costs do not apply to contracts that do not offer a guaranteed benefit amount at the end of the savings period. Investment returns from

the savings process are credited to the fund assets at the end of each contract year.

The revenue from a particular fund is reinvested in the same fund.

5.4. Calculation of the fund assets

The monetary value of any fund assets is calculated by multiplying the number of shares attributable to your insurance by the redemption price of the respective fund share on the day of calculation. The payment of a surrender benefit can be made a few days after the calculation and valuation of the fund shares, at the earliest.

The key date for calculating the number of shares shall be the last day of the month in which the written request for surrender reaches us (cf. Article 11.7.) or in which the savings period ends. The prices applicable on the trading day following the calculation key date shall determine the value of the shares and hence of the overall fund assets.

5.5. The guaranteed amount payable for the payment period cannot be calculated until after the calculation date for the fund assets described in Article 5.4. Dispatch of the policy in which the guaranteed amount payable is recorded and the first payment shall take place after the calculation date.

5.6. Issue and redemption price

The issue price of a fund share equates to max. the official issue price as fixed by the investment company according to the fund regulations or fund contract, plus any brokerage commission customary in the particular market (provided it was not already included in the official issue price), as well as taxes and fees.

The redemption price of a fund share equates to min. the official redemption price as fixed by the investment company according to the fund regulations or fund contract, less any taxes and fees.

Foreign currencies are converted into the agreed currency for your contract at the relevant buying and selling exchange rates.

If an official issue price does not exist for a given date, the next official issue price available will prevail.

5.7. If a fund is no longer available due to liquidation, closure for new investments or for any similar reason or if the quality standards imposed on the fund or on the whole investment are no longer met, we will exchange the fund or select another form of investment.

Regularly updated information about your investment and about the funds is available on the internet (generali.ch) or from us on request.

An agreed guarantee of the benefit amount at the end of the savings period will be provided regardless of any changes to the investment made by Generali. Such changes will not result in additional costs for you.

6. Changes to the investment effected by the policyholder

6.1. Changes to the investment

Within the framework of the investment options offered by Generali, you choose in which funds we should reinvest your savings capital during the savings period. A change of your chosen investment is possible with effect from the first day of the month and applies to the entire fund account.

6.2. General conditions

New investments are subject to the issue and redemption prices set out in Article 5.4 above.

You are entitled to make one new investment per calendar year at the net asset value of the fund, i.e. net of issue and redemption charges.

6.3. Effect on the guarantee at the end of the savings period

We always verify whether changes to the investment will jeopardise existing guaranteed benefits. We reserve the right to change an investment only upon receipt of written confirmation from the policyholder waiving his/her right to the guaranteed benefit amount at the end of the savings period.

If a waiver of the guaranteed benefits has once been made, this is irrevocable and cannot be cancelled.



7. Guarantee protection

If financing of the guarantee risks during the savings period is no longer ensured, Generali is entitled to reinvest your single premium and the current fund assets fully or partially in other funds or in another appropriate investment form.

Whatever the case, the agreed guarantee amount payable at the end of the savings period shall remain intact.

You will be informed of any adjustments to your investment.

Such changes to investment will not result in additional costs for you.

8. Risk reduction

8.1. For contracts with a guaranteed benefit amount at the end of the payment period and in order to safeguard the accumulated income or to reduce the investment risk, we will shift the existing capital (fund assets) into lower-risk fund investments until the end of the savings period. Depending on the length of the savings period, the shift begins five to ten years before the end of the savings period. No risk reduction occurs for contractually agreed savings periods of less than ten years.

8.2. For contracts without a guaranteed benefit amount at the end of the payment period, the risk reduction is compliant with the provisions of the Supplementary Conditions of Contract belonging to your contract, provided that you have chosen an investment with risk reduction or with the option risk reduction.

9. Surplus participation

9.1. The unit-linked savings period is based on a tariff without surplus participation. You share in any profits during the non unit-linked payment period. Profit shares arise from interest income and when costs prove to be more favourable than assumed in the calculation of the single premium in order to determine the guaranteed payments.

9.2. During the payment period, profit shares are allocated annually in advance, for the first time on the date of

the first scheduled payment. They are used to further increase the minimum payments guaranteed under the contract.

We shall inform you annually of the amount of the surplus allocation and the status of surplus credit balance.

9.3. A change to the described allocation procedure with effect on the current contract is possible by way of an exception:

- on the basis of an amendment to the law or an order of the Swiss Financial Market Supervisory Authority (FINMA), or
- if the change is necessary for administrative reasons and is not detrimental to the contracting party.

The FINMA is to be informed of each adjustment and you are to be notified at least three months in advance.

10. Premium payment

The payment plan with unit-linked savings period shall be financed by a single premium payable at commencement of the contract.

11. Cancellation of contract

11.1. A cancellation or partial cancellation (partial surrender) made in writing shall become effective upon receipt by the registered office of Generali or on a later date as requested. The contract shall either lapse or be amended.

11.2. If a policy is terminated or surrendered during the savings period, you will be paid (pro rata) the fund assets, together with possible guarantee and cost premiums which have not yet been used in the current insurance year.

For contracts with guarantee (at the end of the savings period), the payment amounts to at least 70% of the part of this guarantee, which increases uniformly from 0% at inception of the policy to 100% at the end of the savings period.

11.3. In the event that the contract is cancelled during the payment period, the value of the inventory reserve less any deduction for interest risk will be paid out. This deduction ceases to

apply after completion of the tenth payment year.

11.4. The deduction applies if the swap rate defined in item 11.6. is higher at the time of surrender for the remainder of the valuation period than the swap rate at the commencement date of the payment for the full valuation period. If the payment period exceeds ten years, the valuation period shall be deemed to correspond to the first ten payment years; in all other cases the valuation period shall correspond exactly to the payment period.

11.5. The deduction is computed from the inventory reserve at the time of surrender multiplied by the difference between the two swap rates cited in item 11.4. and by 90% of the valuation period remaining. The deduction is limited to max. 10% of the inventory reserve. Deductions amounting to less than 2.5% of the inventory reserve are not applied.

11.6. The swap rate applied is the respective middle market price of the Bloomberg Composite in the appropriate currency agreed in the contract.

11.7. The calculation date shall be the end of the month in which your cancellation is received or, in the event that you specify a later cancellation date, the end of the month specified.

11.8. In the event of a partial surrender, you will receive the pro rata amount and subsequent payments will be reduced accordingly.

11.9. You will find more information on surrender values in your policy documents.

12. Entitlement

Provided that you have not designated a third party as the payee and informed Generali in writing of this, you are entitled to the benefits.

In the event of your death, all rights and obligations (including the entitlement to benefits and the right of cancellation) shall pass to the legal successor(s). Multiple beneficiaries may appoint a joint representative. The policyholder shall have the option of making other arrangements during



his/her lifetime by specifying in his/her last will and testament to whom the policy shall pass.

For this reason, the new beneficiaries must report the death of the contracting party to us immediately. Generali reserves the right to request proof of identity and/or presentation of the documents to the contract.

13. Right of withdrawal

You may revoke your application in writing or withdraw from the contract within 14 days of it entering into force by means of a written declaration. If the single premium has already been invested it shall be refunded without interest.

However, we may charge on to you any price losses incurred on the funds selected by you or contained in the selected investment plan (article 5) which are incurred between the starting date of the contract and the date on which your letter of withdrawal is received.

14. Generali's duty to inform

Before you sign and submit this application, i.e. before the contract is entered into force, you are entitled to information regarding key content of the contract, e.g. benefits and premiums, term of contract, consequences of premature termination by analogous application of Art. 3 of the Swiss Federal Insurance Contracts Act (VVG).

In the event that this information is incorrect or incomplete or if you were not in possession of these General Terms of Contract before entering into the contract, you have the right to cancel the contract in writing by analogous application of Art. 3a VVG. The period of notice is four weeks and begins as soon as you are aware of the violation of the information obligation and of the subsequently submitted complete information. In any event, this entitlement to cancellation expires one year after the violation of the obligation or, at the latest, one year after concluding the contract.

15. Fees

Generali reserves the right to charge or offset fees for special services and administrative expenses in connection with this policy that are not included in the premium (e.g. multiple policy changes, detailed calculations, resending of documents already sent out). Fee regulations are available on the Internet at generali.ch.

16. Data processing

The policyholder authorises Generali to collect, process, transfer and store the data required to check the application, implement the contract and comply with regulatory requirements. Generali may use the personal data submitted to it to administer contracts and for all actions pertaining to the provision of benefits under the insurance contract, for statistical evaluations, for customer satisfaction surveys and for marketing and advertising purposes. Your details will not be supplied to third parties. Data may be forwarded to any domestic and foreign third parties involved in the insurance contract, in particular to co-insurers and reinsurers, other companies belonging to the Generali Group, pledgees, authorities and lawyers. Generali shall store the data electronically or physically in a protected and confidential manner. The data shall continue to be stored for at least a further 10 years after the termination of the contract. The policyholder has the right to request from Generali the information as provided for by law about how the data concerning them is processed. In all other respects, data shall be subject to the protection provided for by the Swiss Data Protection Act (DPA) of 19 June 1992.

17. Procedure in connection with the US "FATCA" tax law

17.1. Policyholder's obligation to inform
The policyholder is obliged to notify Generali immediately if he/she incurs or has incurred, as a "US person", tax liability in the United States of America (hereinafter US or USA) or possesses indications of US tax liability. This applies whether or not the policyholder is a legal entity. The policyholder must also notify Generali of the loss of "US person" status or of his/her no longer

being liable to tax in the USA for some other reason. Tax status is determined solely by reference to the US tax law applicable at the time.

Pursuant to the Agreement between Switzerland and the USA on cooperation in facilitating the implementation of the Foreign Account Tax Compliance Act (FATCA), the following individuals in particular shall be deemed to have US tax liability or possess indications of US tax liability:

17.1.1. Individuals

- US citizens or individuals with US dual citizenship
- Individuals resident in the US on the basis of a permanent residence permit (e.g. green card, incl. dual residence)
- Individuals born in the US
- Individuals at present with a US postal or residential address (incl. US P.O. Box or a "c/o address" domicile)
- Individuals with a current US telephone number
- Individuals with a standing order on an account held in the USA
- Individuals with a currently valid power of attorney or authorisation to sign issued to an individual with a US address in relation to assets

17.1.2. Legal entities

- The company was founded / established in the USA
- The company's registered office has a permanent address in the USA
- The company has a US postal address

17.2. Consequences of failure to notify

If the policyholder culpably violates his/her obligation to notify, Generali shall be entitled to cancel the contract within 60 days of the violation of the obligation becoming known to it. The termination will become effective on notification thereof being received by the policyholder. If the policy has a surrender value at the time it is terminated, this shall be paid out to the policyholder.

17.3. Data protection/Forwarding of details

You further authorise Generali, in so far as US liability is incurred or indications of US tax liability arise subsequently, to communicate personal tax details or



tax details relating to this policy to authorities in Switzerland or abroad (in particular to the US Internal Revenue Service, IRS). Such details will be forwarded electronically and across borders.

18. Procedure in connection with the Swiss law on the international automatic exchange of information in tax matters (the AEOI Act)

18.1. Policyholder's disclosure obligation

The policyholder is obliged to inform Generali, on the conclusion of the contract or at another time on request, of his tax domicile and of his tax identification numbers (TINs) by means of self-disclosure. This applies whether the policyholder is a natural person or a legal entity. Legal entities must also, in certain cases, disclose the tax domicile of the persons controlling them or their beneficiaries and also their AEOI status.

Where the information provided by means of this self-disclosure changes, e.g. through a change to the policyholder's tax domicile, this must be communicated immediately, or within no more than 30 days of the change occurring, and the self-disclosure to be provided by Generali in this instance is to be completed, dated and signed and returned to Generali within 30 days of its being sent out by the latter.

Where necessary, the policyholder must submit to Generali any other documents or statements that the latter may require as evidence of tax domiciles.

18.2. Consequences of non-disclosure/false statements

Generali cannot accept any application for insurance until such time as it is in possession of a full and plausible self-disclosure by the applicant.

If, after the contract is concluded, you fail to provide Generali with the required information and documents, in particular in relation to tax residence, or if you provide them late, you must, irrespective of whether or not you

have any tax liability in another country, accept that Generali will communicate your personal details and the details of your contract to the Federal Tax Administration (FTA), which will forward them to the tax authorities in the country/countries concerned. Such information may also be communicated to the FTA if there are indications of tax liability in a country subject to the notification obligation. Under Art. 35 of the AEOI Act, any person who deliberately or negligently provides a Swiss financial institution with a false self-disclosure, fails to notify it of changes to his/her circumstances, or makes false statements concerning changes to his/her circumstances, will be punished by a fine.

18.3. Data protection/Forwarding of details

If Generali is subject to a reporting obligation under the law, it must communicate your details and those of your contract, and, where appropriate, the details of controlling persons or beneficiaries, to the Federal Tax Administration (FTA). Generali will forward these details electronically.

19. Correspondence, place of performance and legal venue, bases of the contract

19.1. Please notify any change of address to Generali. If you transfer your place of residence abroad, a person resident in Switzerland must be named as your representative to whom we may serve all notifications with due legal effect.

All the notifications and disclosures concerning the contract that are prescribed by law or contract must be made in writing by you, your representative or the rightful claimant and must be addressed to the head office of Generali. They will take legal effect when they reach Generali.

On commencement of the contract, we shall deliver a contractual document to you which contains the essential elements of the contract and which is adjusted in the case of

changes to the contract. Notifications from Generali to you are served with due legal validity to the last known address of yourself or of the representative designated by you. They shall be deemed to have been served at the time at which the addressee could have taken due note of them had he been present.

19.2. Generali fulfils its obligations at the Swiss place of residence of the contracting party or a rightful claimant or, in the absence thereof, at the head office of Generali. As possible jurisdictions, Generali recognises the Swiss place of residence of the policyholder or the rightful claimant or Horgen (jurisdiction of Generali's head office) in the case of legal action by the contracting party or a rightful claimant and the court of the place of residence of the policyholder or a rightful claimant in the case of legal action by Generali. Swiss law applies to the exclusion of any other.

19.3. Generali shall provide you with an annual tax statement.

19.4. In international relationships, the Swiss Federal Law on International Private Law and the Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters (Lugano Convention) shall regulate the jurisdictions.

19.5. The contract is based on:

- your application
- the contractual document
- technical interest rate 0.05%
- any written declarations you make
- these current General Terms of Contract
- the provisions of the Swiss Code of Obligations (OR)
- complementary the provisions of the Swiss Federal Insurance Contracts Act.

Special agreements are in no way binding on Generali until they have been confirmed in writing by its management.