



General Policy Conditions

for Temporary Insurances Payable at Death with Constant Insured Sum (Tariff D2_ON), Edition 2017

Generali Personal Insurance Ltd., 8134 Adliswil

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Before you sign and submit this application, that is, before conclusion of the insurance contract, you are entitled to the following information about the contract in accordance with Article 3 VVG: the **insured risks**; **term and scope of the insurance cover**; the **premium amount**; your further **duties** and obligations; details of **participation in the surplus**; the **surrender values**; the benefits after a **waiver of premium**; our obligations regarding **data protection**. You can find this information in our proposal and the policy conditions.

In accordance with Article 3a VVG, you are entitled to **cancel** the contract in writing, if the information you have received from us was incorrect or incomplete, or if you were not in possession of the General or Supplementary Policy Conditions before concluding the insurance. The period of notice is four weeks and begins as soon as you have taken notice 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.

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The General Policy Conditions (GPC)

The GPC together with any accompanying Supplementary Policy Conditions (SPC) constitute an important legal basis for the contract between you and us. They contain rights and obligations of the parties participating in the contract and other essential information on the insurance. The General Policy Conditions are based on the Swiss Federal Law on Insurance Contracts (VVG) of 2 April 1908. This Law governs the insurance contract in general terms.

General Policy Conditions

1. Policyholder, insured person

YOU

The "policyholder" is the person who is the contracting party of Generali Insurances of Persons Ltd. This person is also the "insured person", that is, the person on whose life the insurance was taken out.

As the contractual documents are addressed to the policyholder the latter is also personally referred to as "you".

WE

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

2. Insurance benefits

2.1. Benefits in the event of death

If you die during the insurance period, we will pay the beneficiaries the insured sum valid in accordance with the policy.

2.2. Scope of the insurance cover

Insurance cover exists worldwide. If your occupation, personal life or health changes after the conclusion of the contract, the increasing risks resulting therefrom will also be covered.

3. Commencement and end of the coverage

3.1. The insurance becomes effective as soon as we have received your duly signed application in writing, however, at the earliest as from the commencement date of the contract requested by you.

3.2. The insurance cover expires upon expiry of the agreed insurance period, upon occurrence of the insured event or upon the early cancellation of the contract.

4. Entitlement to insurance benefits

4.1. If you die, the policy and an official death certificate are to be submitted to us by the rightful claimants in accordance with guidelines given by Generali. We may request additional documents which explain the cause of death and exact circumstances.

4.2. In the event of a claim, the persons entitled to benefits must provide full written information to Generali at its

request about circumstances known to them that are needed by us to clarify the entitlement to claim.

They shall also give authority to Generali to seek information from the persons and institutions mentioned below and to have sight of documents to the extent that this is regarded as necessary by Generali for the assessment of the claim.

This authorisation must include the release of the following persons and institutions from professional secrecy, official secrecy or medical confidentiality with respect to Generali and its authorised representatives:

hospitals and other treatment establishments, doctors, psychologists, therapeutic specialists; medically trained persons who were instructed to provide medical care for the insured person, and their assistants; health insurance funds, health and accident insurance companies, the SUVA, military insurance, AHV and IV offices; life insurance companies and pension funds, reinsurers, employers.

4.3. We can set a time limit for the performance of duties pursuant to items 4.1. and 4.2. Failure to meet this time limit shall result in the loss of the insurance claim, unless it is excusable due to the circumstances.

5. Right of withdrawal

You may withdraw from your contract, without entailing expenses, within 14 days after the insurance has come into effect (item 3.1.) by means of a written declaration. The insurance cover expires retroactively on the date of mailing of your notice of withdrawal. Any premium that you have already paid will be refunded, without interest.

6. Cancellation

6.1. You are entitled to cancel the insurance in writing as soon as you have paid the premiums for one insurance year. If you cancel the contract after three insurance years, we treat it as surrender. If you cancel the contract during the first three insurance years, your insurance shall lapse without any value.

After the first insurance year premiums paid in excess shall be refunded.

6.2. In addition, you are entitled to cancel the insurance in writing if Generali has breached its information obligations. Details can be found in the Introduction to these General Policy Conditions (page 1).

7. Surrender

7.1. Condition

Your insurance has a surrender value as soon as three annual premiums have been paid.

7.2. Period of the cover and calculation date

In the event of surrender, the insurance cover continues until the end of the month in which the written request for surrender reaches us or the end of the month of the later date specified by you for surrender.

The surrender value is calculated as of the first day of the following month.

If you have specified the first day of a month as the surrender date, this is considered to be the calculation date and the previous day is the termination date.

Premiums paid in excess shall be refunded. Outstanding premiums shall be set off against the surrender value.

7.3. Surrender value

The surrender value is determined by the inventory reserve minus the surrender deduction according to item 7.4.

7.4. Non-amortised acquisition costs

The premium for this insurance includes costs relating to the conclusion of the contract (verification of the application, issue of the policy). These costs are redeemed with the periodic premium payment in equal instalments.

The redemption instalments are calculated having regard to the technical interest rate and the applicable mortality table.

In the event of surrender, the cash value of the acquisition costs that have not yet been redeemed is due. The deduction shall not amount to more than 1 % of the cash value of outstanding premiums. In addition, it may not exceed one-third of the inventory reserve.

8. Conversion

8.1. General information

You are entitled to request that the premium for your insurance be waived (conversion) as soon as the policy has a surrender value. This means that the surrender value serves as inventory contribution for a premium-free temporary insurance payable at death with constant insured sum.

The time at which the premium is waived and the cover is adjusted is the latest of the three dates below:

- the end of the month during which your written request for conversion is received;
- the date chosen by you;
- the date until which the premiums have been paid.

8.2. Surrender of a premium-free insurance

The inventory reserve serves as surrender value. Item 7.2. applies analogously for the expiry of the cover and the calculation date.

9. Premium payment

9.1. The premium payment period and the payment schedule are recorded in the policy.

9.2. Your premiums are payable in Switzerland in the agreed contractual currency. At all events, we are entitled to receive the first full annual premium, subject to article 5.

10. Consequences of non-payment of premiums

10.1. If the premiums are not paid to Generali within one month of their due date, you will receive a written reminder. In this reminder, you will be requested to pay the amounts due within 14 days of the date on which the reminder was sent.

10.2. If the premium is not paid within these 14 days, the insurance is converted into a premium-free temporary insurance payable at death with constant insured sum, off-setting the outstanding premiums, as far as at least three annual premiums have been paid. Otherwise the insurance expires.

10.3. Any outstanding premiums shall be deducted from the insurance benefit.

11. Nomination of beneficiary

If Generali has not been otherwise instructed by you or a corresponding disposition in view of death is known (testament or inheritance contract), the benefits will be paid in case of death to your surviving spouse or surviving registered partner, in absence thereof, to your children, in their absence, to your other heirs.

You may change the nomination of beneficiary at any time, provided you have not waived revocation.

12. Surplus participation

This insurance is based on a tariff without participation in profit-sharing.

13. Special cases

13.1. Gross negligence

We waive our right to reduce payments of benefits if you or a rightful claimant caused the insured event through gross negligence, even if we were legally entitled to do so.

13.2. Suicide

Should the insured person commit suicide after three years from the commencement date of the insurance, Generali will pay the death benefits as per item 2.1. Prior to the expiry of this period, Generali will refund the policy reserve available. If the insurance benefit is increased, the three-year waiting period for this increase shall commence upon Generali's acceptance of the amendment to the contract or, if a new policy is issued, from the date of the new policy.

14. 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 generalich.ch.

15. Obligation to notify and breach of the obligation to notify

15.1. Obligation to notify

If, prior to the commencement of the contract, you misrepresented or concealed a fact that is significant for evaluating the risk, which you knew or must have known about, Generali may cancel the contract within four weeks after taking notice of the breach of the obligation to notify.

Generali is released from the obligation to provide benefits for claims events whose occurrence or consequences are influenced by a risk circumstance that was not disclosed or incorrectly or incompletely declared.

Your obligation to notify us of risk circumstances also exists during the application procedure. Until the receipt of our acceptance declaration, the information in the application and in the medical report is to be amended or corrected as necessary.

15.2. Obligation to provide information

At the request of Generali, the policyholder or the rightful claimants are required in the event of a claim or if serious suspicion exists to provide all information on facts known to them that are required by us to ascertain whether the obligation to notify has been breached. Generali can set a time limit for this. Failure to meet the time limit results in the loss of the insurance claim, unless it is excusable due to the circumstances.

16. Authority and release from the obligation to maintain professional secrecy

You or the rightful claimants shall give authority to Generali to seek information from the persons and institutions mentioned below and to have sight of documents to the extent that this is regarded as necessary by Generali for the examination of the application and to ascertain whether the obligation to notify has been breached.

You or the rightful claimants shall authorise any person and institution to provide required information and release them simultaneously from their professional secrecy, official secrecy or medical confidentiality vis-à-vis Generali and its representatives:



hospitals and other treatment establishments, doctors, psychologists, therapeutic specialists; medically trained persons who were/are instructed to provide you with medical care, and their assistants; health insurance funds, health and accident insurance companies, the SUVA, military insurance, AHV and IV offices; life insurance companies and pension funds, reinsurers, employers.

17. Data processing

The policyholder and the insured person (where the two are not one and the same person) authorise 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 assess risks, determine premiums, 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. If required, we will ask again for a permission to obtain data separately in the event of a claim. 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 or after the settlement of a claim. The policyholder and the insured person are entitled to request from Generali the information provided for by law on the processing of the data concerning them. In all other respects, data shall be subject to the protection provided for by the Swiss Data Protection Act (DPA) of 19 June 1992.

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

18.1. 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:

18.1.1. 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

18.1.2. 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

18.2. 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.

18.3. 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.

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

19.1. 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.

19.2. 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.

19.3. 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.

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

20.1. 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 insurance contract that are prescribed by law or contract must be made in writing by you, your representative or the rightful claimants 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 deliver a policy 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.

20.2. Generali fulfils its obligations at the Swiss place of residence of the

policyholder or a rightful claimant or, in the absence thereof, at the head office of Generali. As possible jurisdictions, we recognize 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 policyholder 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.

20.3. 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.

20.4. The basic elements of the insurance contract are:

- your insurance application
- your insurance policy
- additional written declarations made by you
- the present General Policy Conditions
- the provisions of the Swiss Federal Law on Insurance Contracts.

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

20.5. Basis of calculation

All technical calculations under this insurance are based on a technical interest rate of 0,25% and on the application of the Generali mortality tables GEKM/F17.

Annex A: Military service and war

A1 Active service for the preservation of Swiss neutrality and for the maintenance of internal peace and order (both without actual operations of war occurring) shall be regarded as military service in peace-time and is as such automatically included in the coverage, within the scope of the General Policy Conditions.

A2 If Switzerland is involved in war or in warlike operations, then as from commencement of hostilities a single war contribution will be payable, and will fall due one year after the end of the war. Whether the insured person

does or does not take part in the war, or whether the insured is living in Switzerland or abroad is irrelevant. The war contribution serves to cover losses caused directly or indirectly by the war, inasmuch as such losses affect policies to which the present conditions apply. The ascertainment of such war losses and of the available covering funds, as well as the establishment of the amount of the war contribution and the possibility of its recovery - if applicable, by reduction of the insured benefits - shall be made by the Company in agreement with the Swiss Supervisory Authority. If benefits become due under the policy before the war contribution has been established, the Company shall be entitled to withhold a reasonable portion of such benefits for up to one year after the end of the war. The portion of the benefits to be withheld and the rate of interest thereon shall be determined by the Company in agreement with the Swiss Supervisory Authority. The days to be regarded as commencement date and as cessation date of the war, within the meaning of the above-mentioned conditions, shall be determined by the Swiss Supervisory Authority.

A3 Should the insured person take part in a war or in warlike operations, without Switzerland itself being at war or becoming involved in warlike operations, and should the insured die during the war or within six months after the conclusion of peace and/or the cessation of hostilities, then the Company will be liable to the extent of the policy reserve as computed at the date of death; however its liability may in no case exceed the amount of the death benefit which has been insured. If survival annuities have been insured, then, instead of the policy reserve itself, annuities corresponding to the amount of the policy reserve calculated at the date of death will be payable; however they may not exceed the insured annuities.

A4 The Company reserves the right to modify the provisions of this article in agreement with the Swiss Supervisory Authority, also with effect for this policy. Furthermore, provisions decreed by law or by official authorities in connection with a war, in particular those relating to the surrender of the policy, remain expressly reserved.