



Supplementary Policy Conditions

for Capital Payments in Case of Disability as a Result of Illness or Accident (Tariff ci), Edition 2017

Generali Personal Insurance Ltd., 8134 Adliswil

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Supplementary Policy Conditions

1. General

The disability capital can be insured as a supplement to a combined endowment insurance or to an insurance payable at death.

2. Definition of "disability that is likely to be permanent"

2.1. Disability exists if the insured person, as a result of a medically and objectively identifiable illness or accident, is unable to pursue his profession or some other gainful occupation appropriate to his position, his knowledge and abilities, and if consequently he suffers a loss of earnings or some other equivalent financial disadvantage in a balanced labour market which comes into consideration.

A gainful occupation is still considered appropriate if the additional skills necessary must first be acquired through retraining. The labour market situation does not influence the appropriateness.

2.2. Disability that is likely to be permanent exists on the part of the insured person when proof is lodged that a significant improvement of working capacity cannot be expected from the continuation of medical treatment or any retraining measures and that disability will last for life.

2.3. The term "disability that is likely to be permanent" will, in the case of children under 16 years of age and adults who are not gainfully employed, be replaced in these conditions by the term "invalidity that is likely to be permanent". Disablement shall be if the damage to physical or psychological health is expected to lead to lasting and complete disability (at least 70 percent disability).

2.4. For persons not in gainful employment and persons in part-time employment, the determination of the degree of disability in the field that was not remunerated before occurrence of the insured event (e.g. household) shall depend on the extent to which the insured person is as a result of the

illness or accident no longer capable of working in the said field of activity.

3. Our benefits

3.1. In general

On expiry of a waiting period of 6 months, we will pay you the full insured capital if, in all likelihood, the insured person becomes permanently and fully disabled during the agreed period of cover as a result of illness or accident and the insurance is still in operation on expiry of the waiting period.

The waiting period commences at the earliest on the day of the first medical consultation and ends on expiry of the duration agreed for the waiting period.

3.2. Partial disability

In case of partial disability that is likely to be permanent, the portion of the insured capital corresponding to the degree of disability will be paid out and the still outstanding premiums for this insurance will be reduced by the same percentage. A lasting disability of at least 70% will be considered permanent, full disability. A disability of



less than 25% does not constitute a right to benefits.

In the case of insured persons who were less than 50% gainfully active when the disability occurred, benefits will only be extended in case of disability of at least 70%.

3.3. Change of degree of disability

If the degree of permanent disability later increases, the additional portion of the capital that corresponds to this increase will be paid out and the subsequent premium will be further reduced by the same percentage.

3.4. Special circumstances

As long as the state of health of the insured person has yet to stabilise and thus allow a final evaluation of the sequelae of the illness or accident, or if the insured person has a significantly reduced expectation of life, we will pay the following partial benefits:

We will pay respectively for the first time at the end of the 6-month waiting period, and then at annual intervals, 10% of the sum insured, until the illness or accident sequelae and thus the degree of permanent disability can be determined conclusively, or until the death of the insured person, at the longest until the sum insured is exhausted. The still outstanding premiums are reduced accordingly.

If the amount of the benefits claimable has been established definitively according to items 3.1. and 3.2., we will pay the insurance benefits less the partial benefits that have already been paid out.

4. Scope of insurance cover

The insurance cover is provided worldwide. Item 7.2. of these Policy Conditions remain reserved.

If the insured person's occupational or personal situation or health changes after the insurance enters into effect, the resulting increased risk is covered unless the change is in connection with actions that lead to an exclusion of benefits pursuant to article 5 of these Policy Conditions.

If the insured event is caused by your and/or the insured person's gross negligence, and provided benefits are not to be excluded pursuant to article 5 of these conditions, Generali shall waive the right to reduce the benefits even if it were entitled by law to do so. We also waive our statutory right of

cancellation pursuant to Art. 42 of the Federal Insurance Contracts Act.

5. Exclusion from benefits

We shall not provide any benefits if the insured person becomes disabled

- as perpetrator or voluntary participant in crimes or offences or the preparation of crimes or offences or as an active participant in violent conflicts;
- through the deliberate causation of an illness or accident, or through deliberate self-injury; this shall apply even if the insured person commits the act that leads to disablement or disability while incapable of discernment;
- through an act by which the insured exposes himself or herself to a particularly large risk without taking measures to limit the risk to what is reasonable;
- in connection with attempted suicide;
- in connection with riots or political unrest in which the insured person actively participates, military service outside Switzerland, armed conflicts, acts of war or war-like activities inside or outside Switzerland
- or as a result of illnesses or disabilities or the consequences thereof that have been identified or treated before the policy was issued, unless such illnesses or disabilities were specified in the application and included in the insurance cover by Generali.

6. Entitlement to insurance benefits

6.1. If the insured person becomes disabled and that disability is likely to be permanent, we must be notified. The doctor treating the insured person shall send a report on a printed form stating the cause, start and course of the illness or the circumstances of the accident, together with the expected duration and degree of the inability to work to our company doctor. The policyholder, the beneficiary and the insured person shall at our request arrange for the doctor or hospital responsible or any other of the persons listed in item 6.3. who have prepared files or reports on the cause, start and course of the illness or the circumstances of the accident to deliver to us all medical files or reports (e.g.

hospital discharge report) we require, and/or allow our company doctor to inspect these reports.

If the insured person is not in Switzerland or the Principality of Liechtenstein, Generali can require the examinations to determine entitlement to take place in Switzerland at the policyholder's expense.

6.2. In addition to the examinations under item 6.1. of these Policy Conditions, Generali shall be entitled to require further information and evidence or obtain such itself in order to determine its benefit obligations (e.g. medical expertises, social insurance files, documentation from other private insurers, salary and tax statements). If necessary, it can require a report by a medical examiner.

6.3. The policyholder, the beneficiary and the insured person shall be obliged to participate to the full in furnishing proof of the entitlement to benefits. In particular, upon request they shall be obliged to provide Generali in writing all information about all the facts known to them about the claim or any facts that might be related to the claim for the purpose of investigating the entitlement to benefits. The insured person shall also be obliged to authorise Generali to obtain information from the persons and institutions listed below and to inspect files to the extent that Generali considers necessary to assess the entitlement to benefits in the above sense. This authorisation must include the release of the following persons and institutions from professional secrecy, official secrecy or medical confidentiality with respect to Generali:

Hospitals, doctors, psychologists, therapeutic specialists; medically trained persons 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 and employers.

6.4. Generali shall be entitled to set the policyholder, the beneficiary and the insured person a reasonable deadline for complying with their obligations pursuant to items 6.1. to 6.3.; failure to meet the deadline will lead to the loss of the entitlement under the insurance.



7. Territorial application, termination of benefits after relocation abroad

7.1. Insurance cover is extended worldwide.

7.2. If the insured person moves his legal residence or place of permanent residence outside Switzerland (without the Principality of Liechtenstein), unless otherwise agreed, this supplementary insurance will expire 6 months after the insured person crosses the border, and any benefits arising from the insurance will be granted at most within the same period.

8. Termination of the insurance

Unless cancelled prematurely, the supplementary insurance shall expire at the end of the agreed insurance period or on payment of the full insured capital. The insurance cover also expires if the principal insurance is converted into a paid-up policy or elapses prior to the agreed term.

9. Cancellation, surrender and conversion

9.1. You can cancel this supplementary insurance at the end of each insurance year as well as after a partial claim for which benefits are owed.

9.2. You can only surrender insurances with single premium or with curtailed premium payment period. In the event of surrender, we shall refund the part of the premiums paid that applies to the insurance periods after the time of surrender.

9.3. The supplementary insurance cannot be converted into a paid-up insurance.

10. Premium adjustment

Generali guarantees the level of the premium of this tariff during the first five insurance years. Should the actual loss experience of this insurance type deviate significantly from the computation basis, Generali is entitled to adjust the premiums. Such an adjustment can only be made with effect from the beginning of the following insurance year and you will be notified at least three months in advance. In this case, you have the right to cancel the insurance contract in full or in part. If you exercise this right, the policy will terminate on expiry of the insurance year. If we do not receive your written notice of cancellation on the last day of the current insurance year at the latest, the premium adjustment will be deemed to have been approved by you.

11. Duty to minimise damages

The policyholder or the beneficiary, as the case may be, shall be obliged to apply reasonable measures to ensure that the damage occurring is minimised. This shall include the insured person consulting a specialist in the event of an illness, physical injury or decline of mental faculties or physical powers, complying with his instructions and undergoing any reasonable treatment.

Similarly, the insured person can be required to register with the Federal Disability Insurance (IV) and to apply his or her efforts to facilitate his or her professional reintegration, in particular

by means of the measures proposed by the IV (e.g. re-training).

Generali shall be entitled to set the beneficiary a reasonable deadline to comply with his or her duties to minimise damages, failing which Generali shall be entitled to reduce or refuse the benefits.

12. Breach of obligation without fault

If in the light of the circumstances the breach of an obligation pursuant to item 6.4. (in conjunction with items 6.1. to 6.3.), articles 10 and 11 appears to be without fault, the legal disadvantage threatened in the provision in question shall not occur pursuant to Art. 45 of the Federal Insurance Contracts Act.

If Generali has set a deadline for the fulfilment of an obligation (e.g. provision of information pursuant to items 6.2. and 6.3., issue of a power of attorney pursuant to item 6.3., measures pursuant to article 11), the policyholder or the beneficiary shall be entitled to make good any failure to act for reasons for which he or she was not at fault as soon as the obstacle ceases to apply.

13. Participation in profits

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

14. Basis of calculation

All technical calculations under this insurance are based on the disability tables based on the statistic for individual insurance 2008-2012, established by the Swiss Insurance Association (SIA).