



Supplementary Policy Conditions

for Pensions for Disability due to Illness or Accident
(Tariffs r, rx, rn), Edition 2017

Generali Personal Insurance Ltd., 8134 Adliswil

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Supplementary Policy Conditions

1. General

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

Upon conclusion of this supplementary insurance, premium exemption must also be insured by a corresponding additional premium. The latter shall be subject to the Supplementary Policy Conditions for Premium Exemption.

2. Definition of disability

2.1. Disability shall be if during the agreed insurance period the insured person, as a result of an illness or accident that can be proven by objective medical methods, is incapable of pursuing his or her profession or another activity that could reasonably be expected of him or her by virtue of his or her previous position, knowledge and skills, and as a result also suffers a loss of earnings or a corresponding financial disadvantage in a balanced

labour market which comes into consideration.

An activity shall still be reasonable if the necessary additional knowledge must first be acquired through re-training, the situation on the labour market having no influence on what can reasonably be expected.

2.2. In the case of persons who at the time of the occurrence of disability were in less than 50 percent employment, benefits shall only be paid if the disability is at least 70 percent.

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.

2.3. The term "disability" is replaced by the term "disablement" in these Policy

Conditions for children under the age of 16. 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).

3. Our benefits

3.1. Basic principles

We shall grant you or the rightful claimant a pension on expiry of the waiting period, if the insured person becomes fully or partially disabled as a result of an illness or accident during the agreed insurance period. The pension shall be paid quarterly in arrears. 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.

If a pension is granted, Generali's benefits are calculated on the basis of the duration and extent of the disability and the duration of the agreed waiting period.

If the insured person suffers a relapse of the same condition within one year after becoming fit for work again, Generali shall grant the pension without a further waiting period if it has previously recognised the claim.

3.2. Partial disability

In the event of partial disability, the benefits shall be adjusted to the degree of disability. However, where the disability is at least 70 percent, the insured person shall be entitled to the full benefits, while if the disability is less than 25 percent, no benefits shall be payable.

4. Scope of the insurance cover

The insurance cover is provided worldwide. Items 5.3. and 5.4. 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 6 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 6 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. Termination of benefits and relocation abroad

5.1. The claim to the pension shall expire

- if the insured person becomes able to work again;
- if the disability no longer amounts to at least 25 percent;
- if the principal insurance has been converted to a fully paid-up insurance or is no longer in effect;
- if the supplementary insurance is cancelled;
- upon the death of the insured person;
- at the latest on expiry of the insured period.

5.2. Surrender or premium exemption of the principal insurance policy

In the event of complete or partial surrender of the principal insurance policy or premium exemption, an annuity will be paid insofar and to the extent that the claim under these SPCs is valid and until the expiry of the agreed term of insurance at the latest. Generali may examine the possibility of making a lump-sum payment or commensurate increase in the surrender value instead of an annuity.

5.3. If the insured person transfers his or her domicile or ordinary place of residence from Switzerland abroad (with the exception of the Principality of Liechtenstein) and if, before or after the border crossing, the insured person is expected to be permanently at least 70 percent disabled, then the pension is paid according to the contract conditions.

If the disability occurs more than 12 months after the border is crossed, the pension is paid according to the contract conditions, but not after the insured person has reached the age of 60.

5.4. A pension in the case of partial disability (at least 25% but less than 70%, cf. item 3.2.) is granted up to the first 12 months of the stay abroad. The supplementary insurance expires at the end of this period.

5.5. In its assessment of the degree of disability, Generali generally relies on an official ruling of a social insurance body of the country in which the insured person had his or her place of residence at the time the contract was concluded; however, it reserves the right, irrespective of such an official ruling, to check the disability and in particular to require an expertise by a doctor designated by it. The insured person shall be subject to the same obligations to participate and the same legal consequences as laid down in items 7.1. to 7.4. of these Policy Conditions (proof of entitlement to benefits). In particular, Generali shall be entitled to require the medical expertise to be carried out in Switzerland and at the policyholder's expense.

6. Exclusion of 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.

7. Evidence of the entitlement to insurance benefits

7.1. We must be notified within 30 days if the insured person becomes unable to work. 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 and the insured person shall at our request arrange for the doctor or hospital responsible or any other of the persons listed in item 7.3. 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.

7.2. In addition to the examinations under item 7.1. 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.

7.3. The policyholder 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.

7.4. Generali shall be entitled to set the policyholder and the insured person a reasonable deadline for complying with their obligations pursuant to items 7.1. to 7.3.; failure to meet the deadline will lead to the loss of the entitlement under the insurance.

8. Termination of the supplementary insurance

Unless cancelled prematurely, the supplementary insurance shall expire at the end of the agreed insurance period or if the principal insurance is converted

into a paid-up insurance or is invalidated prior to the agreed expiry date. This is without prejudice to item 5.2.

9. Cancellation, surrender and conversion

9.1. You can cancel the supplementary insurance as of the end of any insurance year or after any claim for which a benefit is payable.

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. Change and reassessment of disability

10.1. The entitlement to a pension shall expire if the insured person becomes able to work again, or if the degree of disability falls below 25 percent. If the degree of disability is reduced, the entitlement shall be reduced in the same proportion. Any change in the disability or any change of profession must be notified to us without delay.

10.2. We can re-examine the disability at any time according to the criteria set out in article 7 of these Policy Conditions, with the same obligations and legal consequences for the rightful claimant, and if necessary require an expertise by a medical examiner, in particular if benefits are paid abroad pursuant to item 5.3. Any pensions paid in excess shall be refunded.

11. Duty to minimise damages

The policyholder or the rightful claimant, 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 rightful claimant a reasonable deadline to comply with his or her duties to minimise damages, failing which Generali shall be entitled to reduce or terminate the benefits.

12. Participation in profits

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

13. Breach of obligation without fault

If in the light of the circumstances the breach of an obligation pursuant to items 5.5. and 7.4. (in conjunction with items 7.1. to 7.3.), 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 7.2. and 7.3., issue of a power of attorney pursuant to item 7.3., measures pursuant to article 11), the policyholder or the rightful claimant 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.

14. Basis of calculation

All technical calculations under this insurance are based on a technical rate of interest of 0,25% and on the disability tables based on the statistic for individual insurance 2008-2012, established by the Swiss Insurance Association (SIA).