



## General Policy Conditions

### for Pensions for Disability due to Illness or Accident (Tariff ERS\_KIDS), Edition 2017

Generali Personal Insurance Ltd., 8134 Adliswil

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Before you sign and submit this application or accept a counter-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/counter-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.

#### Generali Insurances

Soodmattenstrasse 10  
P.O. Box 1040  
8134 Adliswil 1

T +41 58 472 44 44  
F +41 58 472 55 55  
E-mail: [life.ch@generali.com](mailto:life.ch@generali.com)  
Internet: [generali.ch](http://generali.ch)

#### 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.

## **1. Policyholder, insured person**

### **YOU**

The "policyholder" is the person who is the contracting party of Generali Insurances of Persons Ltd. As the contractual documents are addressed to the policyholder the latter is also personally referred to as "you".

The "insured person" is the person on whose life the insurance was taken out.

### **WE**

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

## **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 retraining, the situation on the labour market having no influence on what can reasonably be expected.

2.2. In the case of insured persons who at the time of the occurrence of disability were in less than 50 per cent employment, (this calculation is based on the level of employment before the incident) benefits shall only be paid if the disability is 70 per cent or more.

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 (e.g. household) shall depend on the extent to which the insured person is as a result of the illness or the accident no longer capable of working in the said field of activity.

## **3. Our benefits**

### **3.1. Basic principles**

We shall grant you or the beneficiary a pension on expiry of the agreed waiting period and at the earliest from the date specified in the policy 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 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.

3.3. The insurance cover is provided worldwide. In the case of relocation abroad, the conditions in article 5 apply.

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.

## **4. Commencement and end of the coverage**

4.1. The insurance becomes effective as soon as Generali has confirmed the acceptance of your application in writing or as soon as Generali has taken note that you have signed in acceptance of Generali's counter-proposal (amended conditions), however at the earliest as from the commencement date of the contract requested by you.

Upon conclusion of this 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.

4.2. Generali provides you with provisional insurance cover for a maximum period of 30 days. This immediate protection is subject to receipt of a completed and signed application and begins on the day of the commencement of insurance requested by you or on later receipt of your application at the Generali head office.

4.3. Provisional insurance cover cannot exceed the scope of the definitive cover that could be granted to the applicant on the basis of the risk check. It remains in force even if Generali can only accept your proposal with suggestions for amendment. Should you reject these amendments, then cover will cease. If we have to defer or reject your proposal, the cover will cease on dispatch of our notice to you.

4.4. Provisional insurance cover does not exceed the termination of the acceptance procedure and is only valid provided that the person to be insured was, at the time of receipt of the application, fully able to work and had not been undergoing medical treatment or check-ups during the preceding six months. We extend provisional insurance cover up to an overall payment of maximum CHF 200'000.—. This maximum payment applies per insured person and insured event and also includes any supplementary insurances.

4.5. Unless cancelled prematurely, the insurance shall expire at the end of the agreed insurance period, unless the



claim to a pension is longer, or in the case of death of the insured person.

## 5. Relocation abroad

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5.1. 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 terms of the contract, but not after the insured person has reached the age of 60.

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

5.3. 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 examination by a doctor designated by it.

5.4. The insured person is subject to the same obligations to participate and the same legal consequences of a breach as laid down in article 7 (Evidence of the entitlement to insurance benefits). Generali shall be entitled to require the medical expertise be carried out in Switzerland and at the policyholder's expense.

## 6. Exclusion of benefits

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

- in connection with attempted suicide;
- due to congenital defects and the resulting consequences;
- through the deliberate causation of an illness or accident, or through deliberate self-injury;

- as a result of illnesses or disabilities or the consequences thereof that have been identified and made known to the client or treated before the policy was issued, but were not specified in the application. Generali provides benefits if the illnesses or disabilities were specified in the application or before the policy was issued and included in the insurance cover by Generali, though not bound by law to do so;
- in connection with riots or political unrest in which the insured person actively participates, military service outside Switzerland, armed conflicts, acts of war or warlike activities inside or outside Switzerland;
- 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 an act by which the insured person exposes himself or herself to a particularly large risk without taking measures to limit the risk to what is reasonable.

## 7. Evidence of the entitlement to insurance benefits

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7.1. Please notify us 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, 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 7.3. who have prepared files or reports (e.g. hospital discharge report) on the cause, start and course of the illness or the circumstances of the accident to deliver to us all medical files or reports 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. Generali shall be entitled to request additional information and evidence or obtain such itself in order to determine its benefit obligations (e.g. medical reports, social insurance files, documentation from other private insurers, salary and tax statements). It reserves the right to, if necessary, require an examination by a doctor designated by it.

7.3. The policyholder, the beneficiary and the insured person shall be obliged to fully support and collaborate with Generali and, on its request, to provide in writing all information about the facts known to them about the claim or any facts that may 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 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:

**hospitals, doctors, psychologists, therapeutic specialists; medically trained persons who were/are 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.**

7.4. Generali shall be entitled to set the policyholder, the beneficiary and the insured person a reasonable deadline for complying with their duties pursuant to article 7, failure to meet the deadline will lead to the loss of the entitlement under the insurance.

## 8. Change and reassessment of the entitlement to benefits

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8.1. Any change in the disability or any change of profession must be notified to us without delay. If the degree of disability is reduced, the entitlement shall be reduced in the same proportion. 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 per cent.

8.2. We can re-examine the disability according to the criteria set out in article 7, with the same obligations and legal consequences for the persons concerned, and if necessary require an examination by a medical examiner. Any pensions paid in excess shall be refunded.

## 9. Right of withdrawal

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You may withdraw from your contract, without entailing expenses, within 14 days after the insurance has come into effect (item 4.1.) 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.

## 10. Cancellation

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10.1. You are entitled to cancel the insurance in writing as soon as you have paid the premiums for one insurance year.

10.2. 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).

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

## 11. Surrender and conversion

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This Insurance cannot be surrendered or converted into a paid-up insurance.

## 12. Premium payment

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12.1. The premium payment period and the payment schedule (yearly, half-yearly, quarterly or monthly) are recorded in the policy.

12.2. If premiums are paid at intervals of less than a year (semiannually, quarterly or monthly), surcharges may be applicable.

12.3. Your premiums are payable in Switzerland in the agreed contractual

currency. In any event, we are entitled to receive the first full annual premium, subject to article 9.

12.4. Generali guarantees the premium during the first five insurance years. If the risk of this insurance type changes considerably, Generali is entitled to adjust the premiums.

12.5. In the case of an adjustment to the premium, Generali shall inform you of the new premium at the latest 30 days before the commencement of the new insurance year. If you do not agree to this increase in premium, you can cancel the insurance contract at the end of the current insurance year. If we do not receive your letter of cancellation on the last day of the current insurance year, at the latest, it shall be considered that you consent to the premium adjustment. Otherwise, the insurance shall expire at the end of the insurance year.

## 13. Consequences of non-payment of premiums

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13.1. 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.

13.2. In the event of failure to pay the premium within the reminder period of 14 days, the insurance cover is suspended.

13.3. If the premiums are transferred within two months after the end of the reminder period and subsequently accepted by Generali, Generali's benefit obligation is renewed from the time at which the outstanding premium, together with interest and costs, is paid. However, Generali can previously request proof of a good state of health from the insured person. In this case, the policyholder, the beneficiary and the insured person shall be subject to the same obligations to participate as they are when providing evidence of the entitlement to insurance benefits (article 7).

## 14. Duty to minimize damages

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14.1. The policyholder or the beneficiary as the case may be, shall be obliged to apply reasonable measures to help to minimize the damage occurring. This shall include the insured person consulting a medical 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.

14.2. 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).

14.3. Generali shall be entitled to set the beneficiary a reasonable deadline to comply with his or her duties to minimize damages. If this deadline expires without action being taken, Generali shall be entitled to reduce or terminate the benefit.

## 15. Surplus participation

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

## 16. Breach of obligation without fault

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If, in the light of the circumstances, the breach of an obligation by the policyholder or the insured person appears to be without fault, the legal disadvantage threatened in the provision in question shall not occur pursuant to article 45 of the Swiss Federal Law on Insurance Contracts. These obligations are, for example, provision of information pursuant to item 7.2., issue of a power of attorney pursuant to item 7.3. or measures to minimize damages pursuant to article 14.

If Generali has set a deadline for the fulfilment of an obligation, 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.



## 17. Fees

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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](http://generalich.ch).

## 18. Obligation to notify and breach of the obligation to notify

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### 18.1. Obligation to notify

If, prior to the commencement of the contract, you or the insured person misrepresented or concealed a fact that is significant for evaluating the risk concerning the person to be insured, 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.

### 18.2. Obligation to provide information

**At the request of Generali, the policyholder or the beneficiaries 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.**

## 19. Authority and release from the obligation to maintain professional secrecy

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The policyholder, the insured person or the beneficiary 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.

They 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:

**hospitals, doctors, psychologists, therapeutic specialists; medically trained persons who were/are 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.**

## 20. Data processing

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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.

## 21. Procedure in connection with the US "FATCA" tax law

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### 21.1. 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:

#### 21.1.1. 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

#### 21.1.2. 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

#### 21.2. 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.

#### 21.3. 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.

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

#### 22.1. 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.

#### 22.2. 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.

#### 22.3. 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.

### **23. Correspondence, place of performance and legal venue, bases of the contract**

23.1. 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, the beneficiary or the insured person 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.

23.2. Generali fulfils its obligations at the Swiss place of residence of the policyholder or a beneficiary 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 beneficiary or Horgen (jurisdiction of Generali's head office) in the case of legal action by the policyholder or a beneficiary and the court of the place of residence of the policyholder or a beneficiary in the case of legal action by Generali. Swiss law applies to the exclusion of any other.

23.3. 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.

23.4. The basic elements of the insurance contract are:

- your insurance application
- your insurance policy



- any declarations made in the examining doctor's report
- additional written declarations made by you or the person to be insured
- 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.

#### 23.5. 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).