



Supplementary Policy Conditions

for Premium Exemption (Tariff i), Edition 2017

Generali Personal Insurance Ltd., 8134 Adliswil

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Supplementary Policy Conditions

1. General

Premium exemption insurance can be concluded as a supplement to a combined endowment insurance or to an insurance payable at death, and must be concluded as a supplement to a disability pension insurance or an insurance for a pension in the case of loss or impairment of basic faculties.

2. Our benefits

We shall grant you or the rightful claimant exemption from the payment of premiums on expiry of the waiting period (item 7.2.)

- if the conditions set out in article 5 or article 6 of these Policy Conditions are satisfied
- and as long as the obligation to pay premiums continues.

3. Scope of the insurance cover

The insurance cover is provided worldwide. Items 8.2. and 8.3. 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 9 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 9 of these conditions, Generali shall waive the right to reduce the benefits even if it were entitled by law to do so.

4. Possible reasons for benefits

- 4.1. A claim to benefits can be based on
- disability of the insured person (article 5 of these Policy Conditions) or
 - Impairment of the insured person's basic faculties (article 6 of these Policy Conditions).

4.2. In the case of children under the age of 16, only impairment of basic faculties is insured.

4.3. In the case of disability pursuant to article 5 of these Policy Conditions, partial premium exemption is also granted (item 5.1.3.). On the other hand, if the requirements of article 6 are satisfied, full premium exemption shall always be granted.

If a number of reasons for benefits apply simultaneously (article 5, Disability / article 6, Impairment of basic faculties),



the benefits shall be paid for the reason that results in the highest claim.

5. Disability as a reason for benefits

5.1. Definition of disability

5.1.1. 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.

5.1.2. 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.

5.1.3. Partial disability

In the event of partial disability, the extent of premium exemption 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.

6. Impairment of basic faculties as a reason for benefits

6.1. Requirements for entitlement

An impairment of basic faculties establishing a claim to benefits shall be if during the insurance period the insured

person, as a result of an illness, physical injury or decline of mental and physical powers, has been for an uninterrupted period of at least 12 months or is expected to be for at least 12 months incapable of carrying out one of the activities specified in item 6.2. of these Policy Conditions or three of the activities specified in item 6.3. of these Policy Conditions (seeing, speaking,, hearing, walking,) even with aids.

Medical evidence shall be provided of both the existence and the cause of the impairment. Medical evidence shall only be such provided by a corresponding medical specialist. Generali shall be entitled to instruct the Generali company doctor or an expert designated by it to provide the said evidence.

An impairment establishing a claim to benefits shall also be if the insured person is, as a result of serious helplessness, entitled to helplessness benefits pursuant to the Federal Disability Insurance Act (IV), the Federal Military Insurance Act (MV) or the Federal Accident Insurance Act (UVG).

6.2. Impairment of Group A basic faculties

1. Sight

The insured person cannot see, even with sight correction. This means that the visual field angle is less than 30 degrees and/or the corrected visual acuity is less than 0.1 as measured on the eye with better sight.

2. Speaking

The insured person cannot speak. This means that no one without the appropriate training can understand the insured person.

3. Orientation

The insured person is unable to orientate himself or herself in time and space.

4. Use of hands

The insured person is unable to use a pencil and/or a writing keyboard with either the left or the right hand.

6.3. Impairment of Group B basic faculties

1. Hearing

The insured person cannot hear, even with a hearing aid. This means that he or she is unable to perceive noises of

any kind. This is demonstrated by a medical specialist using an audiogram.

2. Walking

The insured person cannot walk on an even floor for a distance of 200 meters, even with a walking stick, without having to stop and rest or sit down.

3. Climbing stairs

The insured person cannot walk slowly up or down a normal flight of stairs with 12 consecutive steps without pausing for at least one minute and holding onto the banister.

4. Kneeling or bending down

The insured person is, with aids but without the assistance of another person, unable to kneel or bend down in order to pick up from the floor a light, easily held object such as a bunch of keys and then straighten up again.

5. Standing

The insured person is unable to stand for 10 minutes without support.

6. Grasping

Even with an aid, the insured person is unable, either with the right or the left hand, to open a screw-top bottle that has already been opened once and closed again.

7. Moving the arms

The insured person is unable to put on a jacket without assistance. This does not depend on the ability to button up or unbutton a jacket.

8. Lifting and carrying

The insured person is unable, either with the right hand or the left hand, to lift an easily held object weighing 2 kilogram from a dining table and carry it for 5 meters.

9. Driving

The insured person is of age but is for proven medical reasons not permitted to drive a car, i.e. he cannot be issued with a driving licence or his licence must be or has been cancelled. Cancellation or non-issue of a driving licence as a result of narcotics or alcohol-related problems is not deemed to be an impairment of basic faculties.

7. Calculation basis, start of waiting period and relapse

7.1. If premium exemption is granted, Generali's benefits shall be calculated on the basis of the duration of disability or the duration of the impairment of



basic faculties plus the agreed waiting period.

7.2. The waiting period shall commence

- in the case of disability, at the earliest from the date of the first medical consultation
- in the event of impairment of basic faculties caused by an accident: from start of the impairment
- in the event of an impairment of basic faculties for other cause: from the start of the impairment, but at the earliest from the date of the first medical consultation in connection with the impairment or its cause;

it shall end on expiry of the agreed duration of the waiting period.

7.3. If more than one reason for benefits applies, the waiting period shall be calculated on the basis of the earliest possible start. If the preconditions for benefits are only satisfied temporarily, the waiting period shall only start afresh if all causes that would have established a claim to benefits have ceased to apply for at least one year.

7.4. Relapse

If the preconditions for the exemption from premiums cease to apply, and if the insured person becomes disabled again within one year after reestablishment of complete ability to work for the same cause as acknowledged by Generali as a reason for benefits, or if his or her basic faculties are again impaired within the meaning of item 6.1. of these Policy Conditions, Generali shall grant the same benefits without a further waiting period.

8. Termination of benefits and relocation abroad

8.1. The claim to the pension shall expire

- if the preconditions pursuant to article 5 or article 6 are no longer satisfied;
- if the principal insurance has been converted to a fully paid-up insurance or is no longer in effect;
- at the latest on expiry of the insured period.

8.2. 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 or is expected to be permanently impaired to the necessary extent in his or her basic faculties, then the premium exemption is granted according to the contract conditions.

If the disability or the impairment of basic faculties occurs more than 12 months after the border is crossed, the premium exemption is granted according to the contract conditions, but not after the insured person has reached the age of 60.

8.3. Partial premium exemption (item 5.1.3.) is granted up to the first 12 months of the stay abroad. The supplementary insurance expires at the end of this period.

9. Exclusion of benefits

9.1. If the insurance has been concluded as part of qualified provident insurance, there shall be no entitlement to benefits if the insured person's basic faculties are impaired but he or she remains fully capable of employment and does not suffer a loss of earnings.

9.2. We shall not provide any benefits if the insured person becomes disabled or if his or her basic faculties are impaired

- 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 con-

flicts, 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.

10. Evidence of the entitlement to insurance benefits

10.1. In the event of disability

Generali must be notified within 30 days if the insured person becomes unfit for work. The doctor treating the insured person shall send our company doctor a report using our 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 incapacity to work.

10.2. In the event of an impairment of basic faculties

Generali must be notified immediately if one or more impairments occur that might establish a claim to premium exemption. The doctor responsible (e.g. neurologist, ophthalmologist, orthopaedic surgeon) shall send our company doctor a report using our form stating the manner, cause, start and course of the illness or the circumstances of the accident, together with the expected duration of the impairment. Generali can itself arrange for its company doctor to carry out the relevant examinations.

10.3. In all cases

10.3.1. 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 10.3.3. 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.

10.3.2. In addition to the examinations under items 10.1., 10.2. and 10.3.1. 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.

10.3.3. 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.

10.4. Generali shall be entitled to set the policyholder and the insured person a reasonable deadline for complying with their obligations pursuant to items 10.1. to 10.3.; failure to meet the deadline will lead to the loss of the entitlement under the insurance.

11. 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.

12. Surrender, conversion and cancellation

The supplementary insurance can be neither surrendered nor converted into a paid-up insurance. It can only be cancelled together with the principal insurance.

13. Recognition and reassessment of entitlement to insurance benefits

13.1. The contractually agreed premiums shall be paid until the reason for benefits asserted has been determined and recognised by Generali and until the waiting period has expired. Excess premiums paid shall be refunded in accordance with the claim to premium exemption recognised by Generali.

13.2. The claim to premium exemption expires if the reason for benefits is no longer applicable. Generali must be notified immediately of any reduction of the impairment that might lead to its no longer being obliged to pay benefits. If the claim to benefits is based on disability, Generali must be notified immediately of any change to the disability or any change in the insured person's profession. If the degree of disability is reduced, the claim to premium exemption will be reduced accordingly.

13.3. Generali can re-examine the disability or the continuing impairment and its extent at any time according to the criteria set out in article 10 of these Policy Conditions, with the same obligations and legal consequences for the rightful claimant, and can if necessary require an expertise by a medical examiner, in particular if benefits are paid abroad pursuant to item 8.2. of these Policy Conditions.

13.4. Any excess premium exemption shall be repaid.

14. 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 loss 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.

15. Participation in profits

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

16. Breach of obligation without fault

If in the light of the circumstances the breach of an obligation pursuant to item 10.4. (in conjunction with items 10.1. to 10.3.), articles 13 and 14 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 10.3.2. and 10.3.3., issue of a power of attorney pursuant to item 10.3.3., measures pursuant to article 14), 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.

17. 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).