

### Supplementary Policy Conditions

### for Premium Exemption (Tariff i\_KIDS), 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 (main or supplementary tariff).

#### 2. Our benefits

We shall grant you or the rightful claimant exemption from the payment of premiums on expiry of the waiting period (item 5.2.) and at the earliest from the date specified in the policy

- if the conditions set out in article 4 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 world-wide. Items 6.2. and 6.3. 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 7 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 7 of these conditions, Generali shall waive the right to reduce the benefits even if it were entitled by law to do so.

### 4. Definition of disability

4.1. 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 pur-

suing 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.

4.2. In the case of persons who at the time of the occurrence of disability were in less than 50 percent employment (this calculation is based on the level of employment before the incident) 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 in-

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sured 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.

#### 4.3. 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.

# 5. Calculation basis, start of waiting period and relapse

- 5.1. If premium exemption is granted, Generali's benefits shall be calculated on the basis of the duration and the degree of disability plus the agreed waiting period.
- 5.2. The waiting period shall commence at the earliest from the date of the first medical consultation. It shall end at the expiry of the waiting period.

### 5.3. 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 Generali shall grant the same benefits without a further waiting period.

### 6. Termination of benefits and relocation abroad

- 6.1. The premium exemption shall expire
- if the preconditions pursuant to article 4 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 agreed insurance period.
- 6.2. 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, then the premium exemption is granted according to the contract conditions.

If the disability 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.

6.3. Partial premium exemption (item 4.3.) is granted up to the first 12 months of the stay abroad. The supplementary insurance expires at the end of this period.

#### 7. Exclusion of benefits

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 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;
- 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;
- 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.

# 8. Evidence of the entitlement to insurance benefits

8.1. We 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.

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 8.3. 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.

- 8.2. 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 of its choice.
- 8.3. 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 or his or her legal representative shall also be obliged to authorize 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

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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.

8.4. 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 8.1. to 8.3.; failure to meet the deadline will lead to the loss of the entitlement under the insurance.

# 9. 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.

### 10. 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.

# 11. Recognition and reassessment of entitlement to insurance benefits

11.1. The contractually agreed premiums shall be paid until the reason for benefits asserted has been determined and recognized by Generali and until the waiting period has expired. Excess premiums paid shall be refunded in accordance with the claim to premium exemption recognized by Generali. 11.2. 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.

11.3. Generali can reexamine the disability and its extent at any time according to the criteria set out in article 8 of these Policy Conditions, with the same obligations and legal consequences for the beneficiary, and can if necessary require an expertise by a medical examiner, in particular if benefits are paid abroad pursuant to item 6.2. of these Policy Conditions.

11.4. Any excess premium exemption shall be repaid.

#### 12. Duty to minimize 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 minimized. 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 beneficiary a reasonable deadline to comply with his or her duties to minimize damages, failing which Generali shall be entitled to reduce or terminate the benefits.

#### 13. Participation in profits

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

### 14. Breach of obligation without fault

If in the light of the circumstances the breach of an obligation pursuant to item 8.4. (in conjunction with items 8.1. to 8.3.), articles 11 and 12 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 8.2. and 8.3., issue of a power of attorney pursuant to item 8.3., measures pursuant to article 12), 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.

### 15. 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).

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