



General Policy Conditions

for Temporary Insurances Payable at Death with Constant or Decreasing Insured Sum (Tariffs D2, D6), Edition 2022

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 as well as the type (sum or indemnity insurance) of the insurance cover; the premium amount; your further duties and obligations; details of surplus calculation and participation; the surrender values and the main types of costs associated with a surrender; the benefits after a conversion (waiver of premium); our obligations regarding data protection; your right of revocation and the form and deadline for revocation; as well as the deadline for submitting the notice of claim.** 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 or in another form that may be evidenced by text, 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 two years after the violation of the obligation or, at the latest, two years after concluding the contract.

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The 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.

General Policy Conditions

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. Insurance benefits

2.1. Benefits in the event of death

If the insured person dies during the insurance period, we pay the policyholder or the beneficiaries the insured sum valid at the time of the insured event in accordance with the policy.

2.2. Scope of the insurance cover

Insurance cover exists worldwide. If the insured person's occupation, personal life or health changes after the conclusion of the contract, the increasing risks resulting therefrom are also covered.

2.3. Type of insurance coverage

The present insurance cover is a sum insurance.

3. Commencement and end of the coverage

3.1. The insurance becomes effective as soon as we have confirmed the acceptance of your application in writing or in any other form that may be evidenced by text or as soon as we have taken note that you have signed in acceptance of our counter-proposal (amended conditions), however at the earliest as from the commencement date of the contract requested by you.

3.2. As soon as we receive a fully completed and signed offer from you (date of the request), we will grant you provisional insurance cover until the end of the acceptance procedure, but for a maximum period of 30 days. Provisional insurance cover commences on the date on which you apply for insurance cover or, in case that your application arrives later at Generali's registered office, on that

date. Provisional insurance coverage applies only if the person to be insured was fully capable of working at the time of the offer and had not been under medical treatment or under medical supervision for the previous six months.

3.3. 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.

3.4. 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 a maximum benefit of CHF 200,000. This maximum benefit applies per insured person and insured event and also includes any supplementary insurances.

There is no right of revocation for the provisional insurance cover.

3.5. The insurance cover expires upon expiry of the agreed insurance period, upon occurrence of the insured event or upon the early cancellation of the contract.

4. Entitlement to insurance benefits

4.1. Generali must be notified immediately of the occurrence of the insured event (notice of claim).

4.2. If the insured person dies, the policy and an official death certificate are to be submitted to us by the rightful claimants in accordance with guidelines given by Generali. We may request additional documents which explain the cause of death and exact circumstances.

4.3. In the event of a claim, the persons entitled to benefits must provide full written information to Generali at its

request about circumstances known to them that are needed by us to clarify the entitlement to claim. They shall also 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 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 and its authorised representatives:

hospitals and other treatment establishments, doctors, psychologists, therapeutic specialists; medically trained persons who were 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.

4.4. We can set you a deadline for the disclosure of facts that are useful for determining the circumstances under which the insured event occurred or for ascertaining the consequences of the event, as well as for the submission of certain documents and receipts (cf. para. 4.3), the failure to do so resulting in the loss of the insurance claim unless it is excusable under the circumstances.

5. Right of revocation

You may revoke your offer to enter into the contract or the declaration of acceptance in writing or in any other form that may be evidenced by text. The prescriptive period for revocation is 14 days and commences as soon as you have proposed or accepted the contract. The time limit is observed if, on the last day of the prescriptive period, you inform us of revocation or post your written notice of revocation.

Revocation means that the offer to conclude the contract or the declaration of acceptance is invalid from the outset. Both you and we must refund any services already received. In the interests of equity, however, you must reimburse us in part or in full for the costs of special clarifications, which we have



undertaken in good faith with a view to concluding the contract.

There is no right of revocation for provisional insurance cover (cf. Section 3.2).

6. Cancellation

6.1. You are entitled to cancel the contract, irrespective of the agreed duration, after the expiry of one year in writing or in another form that may be evidenced by text. If you cancel the contract after three insurance years, we treat it as surrender. If you cancel the contract during the first three insurance years, your insurance shall lapse without any value.

6.2. In addition, you are entitled to cancel the insurance in writing -or in any other form that may be evidenced by text- if Generali has breached its information obligations. Details can be found in the Introduction to these General Policy Conditions (page 1).

7. Surrender

7.1. Condition

If the insurance policy has a surrender value upon full or partial termination of the contract, you can demand its payment. The contract has no surrender value before the end of the first three years of the contract.

7.2. Period of the cover and calculation date

In the event of surrender, the insurance cover continues until the end of the month in which the request for surrender in writing -or in any other form that may be evidenced by text- reaches us or the end of the month of the later date specified by you for surrender.

The surrender value is calculated as of the first day of the following month. If you have specified the first day of a month as the surrender date, this is considered to be the calculation date and the previous day is the termination date.

Premiums paid in excess shall be refunded. Outstanding premiums shall be set off against the surrender value.

No costs are incurred in the event of a surrender.

7.3. Surrender value

The surrender value is determined by the inventory reserve minus the surrender deduction according to item 7.4.

7.4. Non-amortised acquisition costs

The premium for this insurance includes costs relating to the conclusion of the contract (advice, verification of the application, issue of the policy). These costs are redeemed with the periodic premium payment in equal instalments.

The redemption instalments are calculated having regard to the technical interest rate and the applicable mortality table.

In the event of surrender, the cash value of the acquisition costs that have not yet been redeemed is due. The deduction shall not amount to more than 5 % of the cash value of outstanding premiums. In addition, it may not exceed one-third of the inventory reserve.

8. Conversion (waiver of premium)

8.1. As soon as the insurance has a conversion value of at least CHF 2,000, you have the right to convert the contract into a premium-free insurance.

In the event of a conversion the surrender value serves as inventory contribution for a premium-free temporary insurance payable at death with constant insured sum.

If the conversion value of your insurance falls below the agreed minimum value of CHF 2,000, we will offer you a surrender.

The time of conversion and thus the adjustment of the coverage is the latest of the three dates below:

- the end of the month during which your request in writing or in any other form that may be evidenced by text for conversion is received;
- the date chosen by you;
- the date until which the premiums have been paid.

8.2. Surrender of a converted insurance

The inventory reserve serves as

surrender value. Item 7.2. applies analogously for the expiry of the cover and the calculation date.

8.3. Conversion of the supplementary insurance

As supplementary insurance to a principal insurance, this insurance can only be converted into a premium-free insurance together with the principal insurance. To calculate the conversion value, the surrender value of the supplementary insurance is added to the surrender value of the principal insurance.

9. Premium payment

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

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

9.3. Your premiums are payable in Switzerland in the agreed contractual currency. At all events, we are entitled to receive the first full annual premium, subject to article 5.

10. Consequences of non-payment of premiums

10.1. If the premiums are not paid to Generali within one month of their due date, you will receive a reminder in writing or in any other form that may be evidenced by text. In this reminder, you will be requested to pay the amounts due within 14 days of the date on which the reminder was sent.

10.2. If the premium is not paid within these 14 days, the insurance is converted into a premium-free temporary insurance payable at death with constant insured sum, off-setting the outstanding premiums, as far as at least three annual premiums have been paid. Otherwise the insurance expires.

10.3. Any outstanding premiums shall be deducted from the insurance benefit.

10.4. If the insurance payable at death is concluded as supplementary insurance to a principal insurance, the consequences of non-payment of premi-



ums of the principal insurance shall apply.

11. Nomination of beneficiary

11.1. The policyholder decides who benefits in the event of death, i.e. to whom the agreed insurance benefits should be paid. The policyholder can change a beneficiary at any time, provided he or she has not waived the revocation.

11.2. If the policyholder himself or herself is insured and if Generali has not been otherwise instructed by the policyholder or a corresponding disposition in view of death is known (testament or inheritance contract), the benefits will be paid in case of death to his or her surviving spouse or surviving registered partner, in absence thereof, to his or her children, in their absence, to his or her other heirs.

11.3. The benefits payable in the event of survival and - in so far as the policyholder himself or herself is not insured - in the case of death will be paid to the policyholder, unless he or she has instructed otherwise. A declaration of beneficiary can be amended by contracting policyholder's written notice or disposition upon death, or a policyholder who takes over the policy during the contracting policyholder's lifetime. He/she can determine the beneficiaries who will receive the benefits in the event of death and/or survival. The beneficiary clause may be revoked or amended at any time during the policyholder's lifetime. This right expires upon the death of the policyholder who originally concluded the policy or a policyholder who takes over the policy during the original policyholder's lifetime.

12. Surplus participation

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

13. Special cases

13.1. Gross negligence

We waive our right to reduce payments of benefits if you, the insured person or a rightful claimant caused the insured event through gross negligence, even if it is legally entitled to do so.

13.2. Suicide

Should the insured person commit suicide after three years from the commencement date of the insurance, Generali will pay the death benefits as per item 2.1. Prior to the expiry of this period, Generali will refund the policy reserve available. If the insurance benefit is increased, the three-year waiting period for this increase shall commence upon Generali's acceptance of the amendment to the contract or, if a new policy is issued, from the date of the new policy.

14. Fees

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.

15. Obligation to notify and breach of the obligation to notify

15.1. 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.

If the contract is terminated by notice of termination in accordance with the above paragraph, Generali's obligation to provide benefits for insured events that have already occurred shall also cease, insofar as the occurrence or scope of such events was influenced by the fact of risk that was not disclosed or was disclosed incorrectly. Insofar as the obligation to pay benefits has already been fulfilled, Generali shall be entitled to reimbursement.

15.2. Obligation to provide information

At the request of Generali, the policyholder or the rightful claimants 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.

16. Authority and release from the obligation to maintain professional secrecy

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 and its representatives:

hospitals and other treatment establishments, 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.

17. Data processing

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.

18. Procedure in connection with the US "FATCA" tax law

18.1. 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:

18.1.1. Individuals

- US citizens or individuals with US dual citizenship
- Individuals resident in the US on the basis of a permanent or temporary 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

18.1.2. 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

18.2. 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.

18.3. 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.

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

19.1. 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.

19.2. 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.

19.3. 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.

20. Economic, trade or financial sanctions

If any statutory economic, trade or financial sanctions are in force that are incompatible with this insurance contract, this insurance contract does



not give rise to any insurance coverage or other benefits from Generali. This applies irrespective of any contrary contractual provisions. In particular, Generali is not obliged to pay out a claim or provide any other benefit arising from this contract if this would involve Generali breaching trade or economic sanctions, laws or provisions, bans, restrictions or resolutions of the UN, EU, USA and/or Switzerland (e.g. pursuant to the EmbG, overarching list of individuals subject to sanctions, companies and organisations of the State Secretariat for Economic Affairs SECO). The list of sanction provisions that is currently valid can be accessed via <https://www.generali.ch/en/sanktionen> or requested from customer services.

21. Correspondence, place of performance and legal venue, bases of the contract

21.1. Notifications

Notices to Generali:

You can send all notices and disclosures to the following reporting offices:

- Internet:

<https://www.generali.ch/address>

- By post:

Generali Personenversicherungen AG
Soodmattenstrasse 10
8134 Adliswil

Notices from Generali:

We will validly deliver notices to the contact details last provided by you.

Please inform us of any change in your contact data

21.2. Generali fulfils its obligations at the Swiss place of residence of the policyholder or a rightful claimant 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 rightful claimant or Horgen (jurisdiction of Generali's head office) in the case of legal action by the policyholder or a rightful claimant and the court of the place of residence of the policyholder or a rightful claimant in the case of

legal action by Generali. Swiss law applies to the exclusion of any other.

21.3. 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.

21.4. The basic elements of the insurance contract are:

- your insurance application
- your insurance policy
- any declarations made in the examining doctor's report
- additional declarations in writing -or in any form that may be evidenced by text- 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.

21.5. Basis of calculation

All technical calculations under this insurance are based on a technical interest rate of 0,0% and on the application of the Generali mortality tables GEKM/F17.

Annex A: Military service and war

A1 Active service for the preservation of Swiss neutrality and for the maintenance of internal peace and order (both without actual operations of war occurring) shall be regarded as military service in peace-time and is as such automatically included in the coverage, within the scope of the General Policy Conditions.

A2 If Switzerland is involved in war or in warlike operations, then as from commencement of hostilities a single war contribution will be payable, and will fall due one year after the end of the war. Whether the insured person does or does not take part in the war, or whether the insured is living in Switzerland or abroad is irrelevant. The

war contribution serves to cover losses caused directly or indirectly by the war, inasmuch as such losses affect policies to which the present conditions apply. The ascertainment of such war losses and of the available covering funds, as well as the establishment of the amount of the war contribution and the possibility of its recovery - if applicable, by reduction of the insured benefits - shall be made by the Company in agreement with the Swiss Supervisory Authority. If benefits become due under the policy before the war contribution has been established, the Company shall be entitled to withhold a reasonable portion of such benefits for up to one year after the end of the war. The portion of the benefits to be withheld and the rate of interest thereon shall be determined by the Company in agreement with the Swiss Supervisory Authority. The days to be regarded as commencement date and as cessation date of the war, within the meaning of the above-mentioned conditions, shall be determined by the Swiss Supervisory Authority.

A3 Should the insured person take part in a war or in warlike operations, without Switzerland itself being at war or becoming involved in warlike operations, and should the insured die during the war or within six months after the conclusion of peace and/or the cessation of hostilities, then the Company will be liable to the extent of the policy reserve as computed at the date of death; however its liability may in no case exceed the amount of the death benefit which has been insured. If survival annuities have been insured, then, instead of the policy reserve itself, annuities corresponding to the amount of the policy reserve calculated at the date of death will be payable; however they may not exceed the insured annuities.

A4 The Company reserves the right to modify the provisions of this article in agreement with the Swiss Supervisory Authority, also with effect for this policy. Furthermore, provisions decreed by law or by official authorities in connection with a war, in particular those relating to the surrender of the policy, remain expressly reserved.