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## General Terms and Conditions of Insurance (AVB) PREVEA Capital insurance in the event of death or disability due to illness

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Translation: Only the original German text approved by the Swiss Supervisory Authority is binding.

### Introduction

With PREVEA capital insurance in the event of death and disability, a sum (capital) is insured to cover the economic consequences of death or disability due to illness. This insurance is a fixed-sum insurance, i.e. when an insured event occurs, the insured sum specified in the policy is paid out. The amount of the lump-sum disability benefit to be paid out depends on the degree of occupational disability.

For the benefits, Helsana Supplementary Insurances Ltd, as the policyholder, hereinafter referred to as "Helsana", has concluded a group insurance contract (group contract) with Helvetia Swiss Life Insurance Company Ltd, Basel, as the underwriter, hereinafter referred to as "Helvetia". Customers of Helsana may join the group contract as insured persons for the desired benefits (joining contract).

Under the group contract, Helsana provides various services, including customer care and benefit processing, in particular. In rendering these services, Helsana serves as the point of contact for the insured persons and pays the insurance benefits at the expense of Helvetia (underwriter).

Helvetia acts as a group insurance company. Therefore, the insured person and/or beneficiary has an independent right of claim against Helvetia in the case of the onset of an insured illness.

### Content of contract

#### 1 Basis of the contract

The joining contract between the customer and Helsana forms the basis of the insured person's joining request (regarding the registration for supplementary insurance from Helsana), the confirmation of insurance (regarding the policy for supplementary insurance from Helsana), these General Terms and Conditions of Insurance (AVB), and the provisions of the Swiss Federal Insurance Contracts Act (VVG).

#### 2 Validity of the contract

The insurance cover is valid worldwide.

### 3 Definition of terms

- 3.1 Illness is any impairment to physical, mental or psychological health, not caused by an accident, and which requires medical examination or treatment, or results in an incapacity to work.
- 3.2 Incapacity to work is the full or partial inability to perform an acceptable form of employment in a person's existing profession or area of activity due to impairment to physical, mental or psychological health. In the event that the incapacity to work is of long duration, an acceptable form of employment in another profession or area of activity shall also be taken into consideration. When establishing the start date of the incapacity to work, the date marking the start of the waiting period as determined by Swiss Federal Disability insurance (IV) shall be decisive (Art. 28 para. 1b IVG).
- 3.3 Occupational disability is the full or partial loss of the ability to earn any income in a stable employment situation due to impairment of physical or psychological health and which continues after appropriate treatment and rehabilitation.
- 3.4 Disability is a total or partial occupational disability that is likely to be permanent or of a longer duration.

## Insurance cover

### 4 Start of insurance cover

The insurance cover begins following acceptance of the joining request on the day specified by the confirmation of insurance (regarding the policy for supplementary insurance from Helsana).

### 5 Medical examination

In order to join, on the health declaration you must provide all truthful and complete information pertinent to the assessment of risk of which you have knowledge, or should have knowledge, upon concluding the insurance contract. If such information is falsely communicated or not provided, Helsana and/or Helvetia can terminate the joining contract via a written declaration within four weeks of having become aware of the violated duty of disclosure. In this case, the insurance cover will cease upon receipt of such notification by the insured person.

The obligation to provide benefits shall also cease for any claims events that have already occurred, if the occurrence or scope of such events was affected by the pertinent risk-related information that was not communicated or was falsely communicated. If such benefits have already been provided, Helsana and/or Helvetia is entitled to reimbursement.

### 6 End of insurance cover

The insurance cover ceases:

- with the death of the insured person
- upon termination of the joining contract by the insured person
- if a place of residence or habitual residence is transferred abroad, unless the insured person remains subject to compulsory health insurance
- with respect to the disability benefit, upon payment of the entire insured lump-sum disability benefit
- on 31 December after the insured person has completed his or her 59th year of age
- in accordance with the following provisions of Section 10

The insurance cover furthermore ceases upon dissolution of the underlying group contract between Helvetia and Helsana. Such a dissolution is communicated to the insured persons in writing no later than one month before the expiration of the contract.

### 7 Terminating the joining contract

The insured person can terminate the joining contract in writing as of the end of a month. The period of notice for termination is three months.

In the event of alterations according to Section 9 below, the joining contract can be terminated within 30 days from the point in time when the alteration is made.

## Financial matters

### 8 Calculating the fee for the insured benefit

The fee is calculated based on the age and gender of the insured person, as well as the amount of the sum insured. Insured persons are divided into age groups. The tariffs are divided into 5-year groups (0-5 years, 6-10 years, etc.). The insured person is allocated to the corresponding tariff level upon reaching a higher age group.

The fee is made up of the Helvetia risk premium and the proportion of administrative costs for the services rendered by Helsana.

### 9 Altering the fee

Helsana can alter the fee for the insured benefit. It will inform the insured persons in writing of any alterations. If Helsana does not receive notice of cancellation within 30 days of informing the insured person of the alteration, the insured person is deemed to have given their agreement.

### 10 Paying the fee for the insured benefit

As a general rule, the fee is charged on a monthly basis, is payable in advance and is due on the first day of each month. If different payment

periods have been agreed upon, the fee shall always be due on the first day of the relevant period.

If the insured person does not fulfil their obligation to pay, they will receive a written reminder to make payment within 14 days of the date the reminder is sent, regardless of any agreed instalment payments.

If the reminder does not meet with the desired success, the obligation to provide benefits will be suspended upon expiry of the reminder period. The obligation to provide benefits shall take effect again when all arrears have been paid and have been accepted by Helsana.

There is no entitlement to benefits for illnesses and their consequences occurring during the benefit suspension period, even upon retroactive payment of the fee.

The insured person must compensate the insurer with an amount of at least CHF 50 for the additional administrative expenses incurred due to the reminder process. If the insurer is obliged to instigate debt collection proceedings, the policyholder must compensate the insurer with at least CHF 150 for the insurer's resulting additional administrative costs.

## 11 Offsetting and refunding fees

Helsana can offset benefits due against claims for payment against the insured persons. The insured person has no offset right vis-à-vis Helsana.

Helsana shall refund any fees that the insured person has paid for the period following the onset of full disability and following the end of the waiting period pursuant to Section 12 of these General Terms and Conditions of Insurance or the effective date of the IV benefits decision. In the event of partial disability, a pro-rata refund shall be paid.

## Benefits

### A Lump-sum disability benefits for adults

#### 12 Basic principles

There is an entitlement to claim the insured lump-sum disability benefit in the event of disability.

Helsana shall pay out the lump-sum disability benefit when the actual duration of the disability has exceeded the 12-month waiting period and a legally valid benefits decision has been issued by Swiss Federal Disability Insurance (IV). The insured lump-sum disability benefit may be fully or partially provided prior to this, if the IV benefits are issued earlier, or if permanent occupational disability is determined before the waiting period expires.

#### 13 Determining the amount of benefits

The amount of the lump-sum benefits is based on the degree of disability according to the IV.

The lump-sum disability benefits are adjusted to the degree of disability. In the event of disability of 70 % or greater, there is an entitlement to claim the full insured benefits; in the event of a degree of disability lower than 40 %, there is no entitlement to claim insured benefits.

For employed persons, the degree of disability is determined based on the loss of income suffered by the insured person. In this case, the income from employment before the onset of the disability is compared with the income that the insured person attains, or could be expected to attain, after the onset of the disability.

An activity is considered to be reasonable when it is in keeping with the knowledge, abilities and previous occupation of the insured person.

For unemployed persons, this is decided based on the extent to which the insured person's range of activities and duties is restricted in comparison to the time period before the onset of the disability.

Following the onset of partial disability, the lump-sum disability benefit that continues to be insured shall be reduced by the disability benefit paid out.

#### 14 Increase in the degree of occupational disability

Any increases in the degree of occupational disability must be communicated to Helsana immediately, provided that the joining contract is still in place at the time of this increase. Benefits will be adjusted to the new degree of occupational disability.

#### 15 Eligibility for benefits

The insured person alone is entitled to the lump-sum disability benefit. In the event of the death of the insured person prior to the definitive assessment of the degree of disablement, the claim shall expire.

#### 16 Benefits limitations

From the 56th year of age, the economic consequences of disability can be insured only for a maximum of CHF 100,000. Higher amounts will be reduced accordingly.

### B Lump-sum disability benefit for children and adolescents

The occupational disability of children and adolescents is measured by the extent to which the insured person will be unable to perform gainful employment.

Helsana shall pay out the lump-sum disability benefit when the actual duration of the disability has exceeded the 12-month waiting period and the extent to which the insured person will be unable to perform gainful employment has been established.

If an insured child dies before completion of his or her 12th year of age, the sum insured will be limited to CHF 10,000.

## Specific items

### 17 Assessment basis for adolescents in professional training

For adolescents in professional training, assessment is based on the income they would have earned upon conclusion of this professional training. The degree of occupational disability corresponds to the extent of the anticipated reduced ability to work in comparison to the average income of the profession being studied (as assessed by the State Secretariat for Economic Affairs – SECO) in the year of the assessment. For adolescents in professional training, the SECO determines the income used as a basis for calculating insurance benefits.

### 18 Assessment basis for children and adolescents who have not yet commenced professional training

For children and adolescents who have not yet commenced professional training, disability can only be measured once the extent to which the insured person will later be capable of performing occupational activity, if at all, can be established. The payment of the lump-sum disability benefit can then be postponed until the completion of the initial training.

## C Lump-sum death benefit

### 19 Entitlement to the lump-sum death benefit

The beneficiary is entitled to the lump-sum death benefit upon the death of the insured person.

### 20 Eligibility for benefits

The lump-sum death benefit is paid to the person indicated as the beneficiary in the application. It is possible to change the beneficiary at any time. This must be indicated to the insurer in writing.

If no beneficiary has been designated, the benefits are paid to:

- the spouse or registered partner
- in their absence, any children of the deceased
- in their absence, any other legal heirs of the insured person

### 21 Benefit limitations for children

If an insured child dies before the age of 2½ years, the total death benefits may reach a maximum of CHF 2,500.

### 22 Duties to inform and cooperate when making a claim

Claims for disability benefits must be accompanied by a valid IV decision regarding the awarding of a pension for an indefinite period, along with the associated advance notice. The insured person has no claim to disability benefits without this IV decision.

In the event that the insured person dies, the beneficiaries must inform Helsana of this immediately. They must then submit an official death certificate to Helsana along with a medical certificate indicating the circumstances and cause of death. The costs associated with providing this proof are borne by the beneficiaries.

As the underwriter of the lump-sum benefits in the event of disability or death, Helvetia is entitled to review these documents. Furthermore, the insured person permits Helsana and/or Helvetia to request additional information from third parties, in particular from hospitals, doctors, other insurance companies, and the authorities. Upon joining the group contract, the insured person releases all of the aforementioned processors of data from their duty of confidentiality following the death of the insured person, insofar as this is necessary in order to establish the duty to provide benefits.

If the insured person and/or the beneficiaries do not fulfil this duty to cooperate, they shall not be entitled to benefits and Helsana and/or Helvetia shall be authorised to delay the provision of the benefits until such duties to cooperate have been fulfilled.

Helsana and Helvetia reserve the right to have insured persons examined by medical practitioners designated by them.

### 23 Place of execution for the insured benefits

The place of execution for the insured benefits is the Swiss residence of the beneficiary or legal representative. If there is no such place of residence, the headquarters of Helsana or Helvetia shall be the place of execution.

### 24 Assignment or pledging of claims

Before they have been definitively determined, claims to insured benefits can neither be assigned nor pledged without the express consent of Helsana.

## 25 Benefit exclusions

There is no entitlement to benefits in the following cases:

- deliberate causation of disability; this also applies if the insured person performed the action that led to his or her disability in a deliberately caused indiscriminate state;
- prenatal damage, congenital defects and the consequences thereof;
- suicide or the consequences of a suicide attempt during the first three years of the insurance; this also applies if the insured person performed the action that led to his or her death in a deliberately caused indiscriminate state;
- health damage resulting from exposure to ionising radiation and damage caused by atomic radiation as well as
- accident and/or physical injury similar to accident. Accident is the sudden, unintentional and damaging effect of an unusual external factor on the human body, resulting in impairment to physical, mental or psychological health, or death.

The following definitive list of physical injuries are deemed equivalent to accidents, even without the effect of an unusual external occurrence, insofar as they cannot be clearly attributed to an illness or a degenerative process: bone fractures, dislocation of joints, meniscus tears, muscle tears, pulled muscles, tendon tears, ligament lesions, ear drum injuries.

The following shall also be deemed uninsured accidents:

- health damage caused by involuntary inhalation of gases or vapours and inadvertent consumption of poisonous or corrosive substances
- drowning
- the following damage to health, provided it is suffered involuntarily by the insured person and is provoked by an insured accident event:
  - frostbite
  - heatstroke
  - sunstroke and health damage caused by ultraviolet rays, with the exception of sunburns

If the insured event is caused by hazardous behaviour, the insured benefits will be reduced and, in particularly extreme cases, will be denied. Helvetia waives its legally valid right to reduce the benefits if the insured event was caused by gross negligence.

## 26 Insurance during military service and war

Active service to defend Swiss neutrality and to maintain internal law and order, without armed conflict in either case, is considered military service during peacetime and is therefore included in the insurance within the scope of these General Terms and Conditions of Insurance. In the event that Switzerland engages in war or becomes involved in armed conflict, the

instructions issued by the Federal Council shall apply.

Deployment for UN peace-keeping measures is not insured (e.g. UN Blue Helmets and OSCE Yellow Berets).

## 27 Notifications

The insured person receives notices from Helsana at their most recently reported postal address in Switzerland, e-mail address, if necessary, via the myHelsana client portal or they are published on Helsana's website and sent together with the annual policy enclosure.

Provided there is nothing in these General Terms and Conditions of Insurance (AVB) to the contrary, written notices from insured persons to Helsana (e.g. to the customer service postal or e-mail address indicated on the policy) and from Helsana to insured persons may be transmitted in physical or electronic form.

## 28 Handling of personal data

The company responsible for processing personal data in connection with an insurance application, an existing insurance policy, claims processing and the collection of payments is Helsana (Helsana Supplementary Insurances Ltd, Zürichstrasse 130, 8600 Dübendorf, Switzerland). The privacy policy of Helsana may be found at [www.helsana.ch/data-protection.html](http://www.helsana.ch/data-protection.html) or a copy may be requested from Customer Service.

Personal data is processed by Helsana for purposes that arise from the contractual documents or for contract processing, in particular for determining the fee, for risk evaluation, for processing insurance claims and for statistical analyses. The insured person also agrees that Helsana may process the data for providing customer advice, for marketing purposes and for improving the quality of products and services that Helsana offers to its potential, existing and former insured persons. The data is evaluated using mathematical and statistical methods to form needs-based customer groups in order to optimally address the varying individual needs of insured persons, and to enable Helsana and the companies in the Helsana Group to provide cost-effective products and services of interest to potential, existing and former policyholders (profiling).

Helvetia is also responsible for processing the personal data of insured persons and beneficiaries; it does so in connection with claims processing, in the event of legal disputes, and as part of the direct right of claim. The Helvetia privacy policy may be found at <https://www.helvetia.com/ch/web/en/about-us/services/contact/privacy.html>.

Helvetia processes personal data for the purposes of claims processing, in the event of legal disputes, and when insured persons and beneficiaries assert their independent right of claim.

Insured persons and beneficiaries have the right to request the legally stipulated information from Helsana and Helvetia about the processing of the data that relates to them.

Helsana and Helvetia retain the personal data in line with the applicable legal obligations. They also store the relevant personal data beyond the statutory retention periods if this is necessary for asserting and defending legal claims. The duration of the retention is based on the statute of limitations or the duration for which claims may be asserted, as well as other considerations. Data that is no longer needed is erased or anonymised as stipulated by law.

## **29 Transmission of personal data to third parties**

Helsana and Helvetia transfer data to third parties involved in contract processing to the extent required. Accordingly, they may also forward data to coinsurance or reinsurance companies. Furthermore, Helsana and Helvetia may obtain relevant information (health, administrative and criminal data), in particular information regarding claims history, from official bodies and other third parties. This applies regardless of the contract coming into effect or not.

If the disclosure of confidential data to third parties (including contract processors) that is subject to contractual or statutory duties of confidentiality and secrecy is used in an appropriate manner for contract processing or the protection of legitimate interests, the insured person releases Helsana and Helvetia from their duty of confidentiality and secrecy with no need for separate consent. Helsana and Helvetia have no control over how third parties (e.g. the authorities) handle this information, with the exception of contract processors and other Helsana companies.

## **30 Members of the Helsana Group**

The members of the Helsana Group are Helsana Insurance Company Ltd, Helsana Supplementary Insurances Ltd and Helsana Accidents Ltd.

## **31 Partner companies of the Helsana Group**

The current partner companies of Helsana and the Helsana Group are listed on Helsana's website.

## **32 Place of jurisdiction**

Actions arising from the joining contract must be dealt with either in a court of law with jurisdiction for the Swiss domicile of the insured person or beneficiary, or with jurisdiction for the headquarters of Helsana or Helvetia.