

General Insurance Conditions (AVB) for annuity insurance «Premium exemption» for occupational incapacity due to illness or accident

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2 Insurer

Helsana Supplementary Insurances Ltd (HZAG) has agreed a group insurance and cooperation contract with Swiss Life AG as the risk carrier of the herein contained insurances. There is no contract relationship between the insured person and Swiss Life. In relation to the insured person, it is HZAG that is the contract party and will provide the insurance benefits to the insured person in the event of a claim. HZAG will hereinafter be referred to as the «benefit provider».

3 Insured person

The insured person is the person named in the policy.

4 Legal bases

The policy components are the individual insurance application, the policy, the conditions contained herein and any agreed special and additional insurance conditions. In addition, the Federal Act on Insurance Contracts (VVG) applies.

5 Insurance benefit

- 5.1 In the event of occupational incapacity, the insured person may claim insurance benefits in the form of an annuity. The amount of the full annuity each year is calculated from the sum of the annual premiums from all the insurance plans that the insured person had in place according to the Federal Health Insurance Act (KVG) and the Federal Act on Insurance Contracts (VVG) with members of the Helsana Group at the time of incapacity commencing. The premium amount is that which was marked on the policy at the time of the claim arising (Section 5.3).

- 5.2 The insured person may also name other persons living in the same household, whose insurance with members of the Helsana Group can also be taken into consideration when determining the extent of benefits. This requires that the insured person and any named persons have a single premium bill drawn up. The persons named by the insured person are not classed as insured persons in the annuity insurance premium exemption. Should one of these people not be able to work, it does not trigger a claim. The names of those persons whose premiums have been added to the policy are simply written onto the policy.

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

General Provisions

1 Introduction

With annuity insurance «Premium exemption», an annuity for full or partial cover of the premiums on compulsory health care insurance (KVG) taken out with a Helsana Group member or on any supplementary insurance policies (VVG) taken out with Helsana Supplementary Insurances Ltd can be insured for the event of occupational incapacity. Members of the Helsana Group are listed under «Data Protection».

- 5.3 The claim for the insured annuity arises when disability occurs, triggering an annuity from the Federal Disability Insurance (IV). The claim exists at the same time as the claim for a disability pension.
- 5.4 The first payout date: The benefit provider will provide the annuity at the time when a legally valid annuity instruction from the Federal Disability Insurance is in place and the actual duration of the disability has exceeded the agreed exclusion period on the policy.
- 5.5 Should there be no legally valid annuity instruction from the Federal Disability Insurance in place when the exclusion period has ended, the benefit provider will provide a bridge annuity on the basis of the provisional decision of the IV, as long as a decision is being considered and the instruction is not expected within two months.
- 5.6 The assessment of annuity benefits will be based on the level of disability as decided by the IV authorities. For disability levels of 70% and above, a claim may be made for the full insured benefits; for a level of less than 40%, no claim may be made. For disability level of at least 40% and less than 70% a claim may be made for half of the insured benefits. Should the disability level change, the annuity will be adjusted.
- 5.7 The benefit provider will not enforce a new exclusion period if incapacity of at least 40% occurs for the same reason within 12 months of the person getting back to an occupational capacity level of at least 60%.
- 5.8 Annuity benefits may no longer be claimed once the person is no longer classed as unable to work. Further, they may not be claimed from the end of the month in which the insured person turns 65 years of age.
- 5.9 If the insurance terminates because of a claim event (Section 8.3, (d)), a benefit processing relationship comes into effect instead of the contract. Conditions in these General Insurance Conditions that are needed for the processing of the claim remain applicable. In particular, this includes the conditions on obligations in a claim event, adjusting the annuity to a different disability level and details on payments.
- 5.10 Should the insured person die while an annuity is being arranged, the entire annuity will cease on the first day of the month following the day of death.

6 Place of validity

The insurance is valid worldwide.

7 Definitions

- 7.1 Occupational incapacity is the partial or complete loss of working opportunities on a comparable labour market, caused by a restriction on physical or mental health, that remains even after treatment or rehabilitation.
- 7.2 Disability is partial or full incapacity that is permanent or of a long-term duration.

Start and End of Insurance

8 Start and duration of insurance

- 8.1 Insurance cover begins as soon as the benefit provider confirms to the applicant they have received the application, but at the earliest on the day named in the policy.
- 8.2 Insurance cover lasts for a minimum of 1 year. The insurance period runs from January 1 to December 31. If insurance is taken out during the calendar year, premiums will be levied for the remainder of the insurance period. The contract will automatically be extended for a further year on the expiry date and after each following insurance year.
- 8.3 The insurance ceases
- on December 31 following the 65th birthday of the insured person;
 - upon the death of the insured person;
 - if the insured person terminates the contract once the notice period has expired;
 - in the event of a benefit claim (full or partial disability), inasmuch as benefits for the claim event remain due;
 - for stays abroad of more than 12 months, as long as no other agreement is in place;
 - if the place of residence is moved abroad, with cover ceasing at the end of the calendar year, provided no other agreement is in place;
 - if another insurance relationship no longer exists between the insured person and a member of the Helsana Group;
 - if the group insurance and cooperation contract between Helsana Supplementary Insurances Ltd and Swiss Life Ltd is terminated, unless Helsana Supplementary Insurances Ltd enters a similar contract with a new cooperation partner or insures the benefits itself.

9 Cancellation by the insured person

- 9.1 The insurance may be cancelled by the insured person after one full uninterrupted year of insurance and provided a three-month cancellation period is adhered to at the end of a calendar year.
- 9.2 Cancellation has been done in time, if it is given by the last working day of the month before the three month cancellation period.

10 Premiums

Premiums are based on the sum of net premiums of all insurance policies that the insured person and any added persons hold with the members of the Helsana Group that are in accordance with the KVG and the VVG. The insured amount marked on the policy is the one that is used.

11 Premium payment

- 11.1 Premiums are paid in advance of the insurance period.
- 11.2 Should the insured person not meet their payment obligations, they will be informed of the consequences of not paying and be served a written notice demanding payment for the entire insurance period within 14 days of the warning being sent, irrespective of whether payment is done in instalments. Should the warning not be heeded, the obligation to provide benefits ceases from the end of the warning period.
- 11.3 For illnesses, accidents and consequences thereof, that occur during the cessation of the obligation to provide benefits, claims may not be made even upon late payment of the premium.
- 11.4 The insured person must also pay at least CHF 100 to cover the additional administrative costs incurred by the benefit provider in sending out the warning. Should the benefit provider have to carry out an enforcement process, the insured person must pay at least CHF 200 to cover the additional administrative costs incurred from this.

12 Premium reimbursement

Provided the premiums have been paid in advance for a set insurance period and should the contract end for legal or contractual reasons before this time, the benefit provider will reimburse premiums for the insurance period that has not yet occurred.

13 Alteration to premium rate

The benefit provider can adjust premium rates for reasons of costs, claims or changes to cover on an annual basis. The benefit provider will inform the insured person of any changes in writing. Insured persons who are not happy with the new amounts can cancel the relevant insurance on the date of the changes. If the benefit provider does not hear from the insured person within 30 days of the changes being announced, they are assumed to be in agreement.

Obligations of the Insured Person**14 Obligations on inclusion in the insurance and during its term**

- 14.1 All facts needed to judge risk, in so far as they are known or should be known at the time of taking out insurance, must be included in full and given truthfully on the application form. Should any such facts be withheld or given falsely, the benefit provider may, within four weeks of discovering that information has been withheld or falsely provided, terminate the entire contract by explaining in writing. The cancellation is effective once received by the insured person.
- 14.2 Should the insurance end because of cancellation, the benefit provider no longer has to provide benefits for any claims already in place whose appearance or extent is impacted by the risk factors that were withheld or falsely provided. If benefits have already been provided, the benefit provider has the right to claim reimbursement.
- 14.3 The insured person and any added persons must release any medical staff treating or who have treated them from their medical confidentiality obligations towards the benefit provider and authorise them to provide the benefit provider with any required information.
- 14.4 Should the insured person move house, they must inform the benefit provider in writing.

15 Obligations in the event of a claim

- 15.1 The insured benefits are provided, as soon as the benefit provider has received the documents necessary to judge the claim (e.g. IV annuity instruction, doctor's report) and the prerequisites in accordance with Section 5.3 have been met. The benefit provider reserves the right to have the insured person examined by a doctor of its choosing.
- 15.2 Any change to the level of occupational incapacity as well as the start or end of occupational incapacity must be directly communicated to the benefit provider. The insured person must inform the benefit provider of any revision of the IV annuity by posting the relevant instruction.

16 Breach of the disclosure obligations

- 16.1 Should the above reporting requirements or obligations be breached, the benefit provider may refuse benefits or freeze them at its discretion. Overpaid benefits must be repaid.
- 16.2 These consequences do not apply if the circumstances show that the breach was unintentional.

Restriction in the Insurance Cover**17 Benefit exclusions**

- 17.1 If the insured event is the result of dangerous situation, the benefits will be restricted and may even be refused in serious cases. A dangerous situation comprises behaviour that involves the insured person putting themselves in danger without taking measures or being able to take measures that will reduce the risks involved by a significant amount. Rescue actions in aid of persons are, however, insured even if they are viewed as dangerous in themselves.
- 17.2 Active service for maintaining Swiss neutrality as well as maintaining law and order within the country, both without warlike behaviour, are classed as military service in peacetime and are included within the AVB in the insurance. In the event that Switzerland enters war or enters into warlike activities, the relevant conditions from the federal government will apply. Sorties for peacekeeping measures for the UN are not insured (e.g. UN blue helmet and OSCE yellow berets).
- 17.3 There will be no insurance cover for:
- a) illnesses, accidents and the consequences thereof that were already in existence when the insurance was taken out;
 - b) intentional bringing on of occupational incapacity; this applies when the insured person carries out actions while of sound mind with the intention of them leading to incapacity;
 - c) prenatal conditions, problems sustained during birth and the consequences thereof;
 - d) accidents as a consequence of unusual risks. This includes:
 - da) participation in riots;
 - db) foreign military service;
 - dc) participation in warlike activities, terrorist activities, voluntary committing of crimes and offences as well as attempts at such;
 - dd) taking part in brawls and affrays, unless the insured person is injured as an innocent bystander or in providing help for a defenceless person;
 - de) risks that the insured person exposures them selves to knowing they will provoke others;
 - e) accidents as a result of warlike events:
 - ea) in Switzerland and Liechtenstein;
 - eb) abroad, unless the insured person was injured within 14 days of the first such event occurring in the country in which they are staying and if they were surprised by the outbreak of warlike activities;
 - f) health problems as result of exposure to ionised rays and problems from nuclear energy;
 - g) health problems as a result of intentional consumption or injection of medicines, drugs and chemicals, unless this was done on doctor's advice;
 - h) accidents occurring when the insured person has a blood alcohol level of more than 0.2 unless it can clearly be shown that there was no link between drunkenness and the accident;
 - i) when using aircraft as a military pilot, other military troop member and as a parachute grenadier;
 - j) military parachute jumps;
 - k) air travel, when the insured person intentionally breaches regulations or is not in possession of the official documents and authorisations;
 - l) self-inflicted injuries, the attempt thereof or attempted suicide.

18 Offsetting

- 18.1 The benefit provider can charge any benefits due with receivables to the insured person.
- 18.2 The insured person may not charge anything to the benefit provider.

19 Payment of benefits

The benefit provider will charge for the insurance benefits with its own premium demands and will pay in place of the insured person these, as well as any added on premiums for the relevant members of the Helsana Group (see Section 5.1). If there is any surplus, then this will be paid directly to the insured person. Should the benefit from premium exemption (see Section 5.1) not be enough for payment of the premiums, then the insured person must pay the difference. Legally, this process is known as subrogation and settlement.

20 Pledging and assigning of benefits

Without the agreement of the benefit provider, benefits may legally neither be pledged nor transferred to third persons.

Miscellaneous**21 Place of delivery**

The place of delivery is the Swiss or Liechtenstein residence of the insured person. If there is no place of residence, the headquarters of the benefit provider will be the place of delivery.

22 Notices

Any notices from the benefit provider shall be sent to the last Swiss address provided by the insured person.

23 Data protection

- 23.1 Helsana Supplementary Insurances Ltd and the other companies belonging to the Helsana Group use the personal information pertaining to their insured persons not only for the purposes of processing contracts and providing personal advice and assistance to patients, but also with the aim of making ongoing improvements to the quality of the products and services they offer to their existing, potential and former insured persons. The insurer can also commission the data processing.

In order to respond in the best possible manner to the varying and individual needs of insured persons and to ensure that the products and services offered by Helsana Supplementary Insurances Ltd and companies belonging to the Helsana Group or partner companies (in particular those listed on the insurer's website) are both cost effective and of interest to existing, potential and former insured persons, the data are evaluated using mathematical and statistical methods so as to compile needs-oriented customer groups.

The cooperation partner, Helsana Supplementary Insurances Ltd and the other companies belonging to the Helsana Group are therefore expressly authorised to inspect any health insurance files that may exist in relation to basic and/or supplementary insurance policies and to process them for the purposes mentioned exclusively in the area of supplementary insurance.

- 23.2 Alongside Helsana Supplementary Insurances Ltd, the Helsana Group comprises Helsana Insurance Company Ltd, Progrès Insurance Company Ltd, sansan Insurance Ltd, avanex Insurance Ltd, aerosana Insurances Ltd, maxi.ch Insurance Ltd, Helsana Accidents Ltd, Helsana Investment Ltd, Helsana and procare Providence Ltd.

- 23.3 Partner companies of the Helsana Group are Helvetia Swiss Life Insurance Company Ltd, Zurich Insurance Company Ltd, Solida Versicherungen AG, Swiss Life Ltd and Swiss Life Insurance Solutions Ltd, Munich.
- 23.4 Helsana Supplementary Insurances Ltd and the Helsana Group is subject to strict data protection laws. No personal information will be given to third parties outside of the Helsana Group. Exemptions only occur in those instances when information must be or may be provided by law or when it is necessary to process and carry out the above contract.
- 23.5 Application processing as well as benefit checks and processing must be done by the benefit provider. Data processing may be outsourced to within or outside the country. This also applies to partner company Swiss Life Ltd, which is included in the above partnership.
- 23.6 The insured person is aware and agrees that the benefit provider may disclose, pass on or make available to third persons based in Switzerland or abroad who are involved in the checking and processing of the claim, their basic personal details (name, surname, sex, date of birth and address) and those of any added persons, as well as any information and documents needed for checking and processing the claim. In relation to this, the insured person and any added person must release an medical staff who are treating them from the confidentiality requirement towards the benefit provider, Swiss Life Ltd, Swiss Life Insurance Solutions Ltd and related third parties and also authorise them to pass on the necessary information.
- 23.7 Personal details will only be processed and kept in a database or on paper for as long as legally or contractually permitted. Thereafter, personal details will be deleted.

24 Place of jurisdiction and applicable law

For complaints regarding the insurance contract the court at the Swiss residence of the insured person or that at the headquarters of the benefit provider is valid. Swiss law applies.