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## General Terms and Conditions of Insurance (VB) 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.

Helsana Zusatzversicherungen AG, hereinafter referred to as "Helsana", has concluded an insurance contract with Helvetia Schweizerische Lebensversicherungsgesellschaft AG, hereinafter referred to as "Helvetia". Helsana provides these insurance benefits to the insured person.

Gender-neutral language

All terms used in the text to refer to persons are to be understood as gender-neutral.

#### Content of contract

- 1 **What is the basis of the contract?**  
The individual insurance application, the policy, the relevant insurance terms and conditions (VB) and the provisions of the Swiss Federal Insurance Contracts Act (VVG) form the basis of this contract.
- 2 **Where is the insurance cover valid?**  
The insurance cover is valid worldwide.
- 3 **What is considered an illness?**  
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.

#### Insurance cover

- 4 **When does the insurance cover take effect?**  
The insurance cover begins once Helsana has informed the applicant of its acceptance of the application; however, not before the date specified in the policy.



**5 Medical examination**

On the application form, 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 can terminate the contract via a written declaration within four weeks of having become aware of the violated duty of disclosure. The termination shall take effect upon receipt of such notification by the policyholder.

If the contract is dissolved through termination, Helsana's obligation to provide benefits shall cease for any claims events that have already occurred, and the occurrence or scope of which was affected by the pertinent risk-related information that was not communicated or was falsely communicated. If such benefits have already been provided, Helsana is entitled to reimbursement.

**6 When does the insurance cover end?**

The insurance automatically ceases:

- with the death of the insured person
- through termination at the end of the relevant month
- at the end of the calendar year in which the insured person relocates abroad unless agreed otherwise
- 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 9

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

**7 When can I terminate the insurance?**

The policyholder can terminate the contract in writing at any time effective 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 insurance can be terminated within 30 days from the point in time when the contract is altered. If Helsana does not receive notice of cancellation within 30 days of informing the policyholder of the alteration, the policyholder is deemed to have given their agreement.

Helsana shall waive its right of termination in the event of a claim. It retains the right to withdraw from the contract in the event of conduct contrary to the terms of the contract.

**Financial matters****8 How are premiums paid?**

Premiums are 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. Each age group covers five years of age.

**9 Can premiums be altered?**

Helsana can request that the contract be altered in line with the new premium rate. It shall inform the insured persons in writing of any such alterations.

**10 How are premiums paid?**

As a general rule, premiums are charged on a monthly basis, are payable in advance and are due on the first day of each month. If different payment periods have been agreed upon, the premiums shall always be due on the first day of the relevant period.

If the policyholder 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 premium.

The policyholder 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 Can premiums be offset with benefits?**

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



## Benefits

- A Lump-sum disability benefits for adults**
- 12 What special conditions apply in the event of disability?**  
 There is an entitlement to claim the insured lump-sum disability benefit in the event of disability.  
 Disability is a total or partial occupational disability which is likely to be permanent or of a longer duration.  
 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.  
 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.
- 13 How is the amount of benefits determined?**  
 The amount of the lump-sum benefits is based on the degree of disability according to the IV decision-making bodies.  
 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.
- 14 What happens if the degree of occupational disability changes?**  
 Any changes to the degree of occupational disability must be communicated to Helsana immediately. Benefits will be adjusted to the new degree of occupational disability.
- 15 Who is entitled to benefits in the event of a claim?**  
 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. The insured benefits will be paid out without regard to any other insurances.
- 16 What are the benefit's limitations?**  
 From the 56th year of age, the economic consequences of disability can be insured only for a maximum of CHF 100,000. Existing insurances will be reduced accordingly.
- B Lump-sum disability benefit for children and adolescents**
- 17 What is the assessment basis 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.  
 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 BWA 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 Federal Office for Economy and Labour (BWA), now known as the State Secretariat for Economic Affairs (SECO), determines the income used as a basis for calculating insurance benefits.  
 For children and adolescents who have not yet commenced professional training, disability is measured by the extent to which the insured person will later be capable of performing occupational activity, if at all. The degree of occupational disability corresponds to the extent of the anticipated reduced ability to work in comparison to the average BWA income (as assessed by the State Secretariat for Economic Affairs – SECO) in the year of the assessment.
- 18 How is the anticipated degree of occupational disability determined?**  
 The anticipated degree of permanent occupational disability is determined by Helsana's confidential medical service, and the corresponding sum insured is then paid out.



**C Lump-sum death benefit****19 When is there an entitlement to lump-sum death benefits?**

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

Helsana must be informed immediately of the death. An official death certificate must be submitted along with a medical certificate indicating the circumstances and cause of death.

**20 Who is entitled to benefits in the event of a claim?**

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 What benefit limitations apply to children?**

If an insured child dies before the age of 2½ years, the premium alone, with an interest rate of five per cent, will be reimbursed in place of all other benefits.

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****22 Which conditions apply in the event of a claim?**

The insured benefits shall be paid out as soon as Helsana is provided with the documents necessary to assess the claim (e.g. IV benefits decision, medical report) and the requirements according to Section 11 above have been satisfied.

Helsana reserves the right to have insured persons examined by medical practitioners designated by it.

**23 Where is the 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, Helsana's headquarters shall be the place of execution.

**24 Can claims be assigned or pledged?**

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

**25 What is not insured?**

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 as a result of illness or the consequences of such 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. Helsana waives its legally valid right to reduce the benefits if the insured event was caused by gross negligence.



**26 What are the rules regarding 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 Insurance Conditions. 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 How are notifications issued?**

Notices to Helsana must be directed to the address stated in the policy or to the headquarters of Helsana. Policyholders receive notices from Helsana at their most recently reported address in Switzerland.

Further information such as changes to the terms and conditions of insurance will be published on the homepage of Helsana and together with the annual policy enclosure.

**28 How is my data handled?**

Helsana Supplementary Insurances Ltd and the other companies in the Helsana Group handle the personal information of insured persons for the purposes of contractual processing and in order to provide personalised patient advice and care, but also in order to continually improve the quality of products and services they offer their potential, existing and former policyholders. The aforementioned companies may also engage third parties with processing the data.

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 cooperative partners, Helsana Supplementary Insurances Ltd and the companies in the Helsana Group to provide cost-effective products and services of interest to potential, existing and former policyholders.

Helsana Supplementary Insurances Ltd and the other companies in the Helsana Group are therefore also expressly entitled to examine any existing health insurance records related to basic and/or supplementary insurance and to process this information for the aforementioned purposes in the area of supplementary insurance (only).

**29 Is personal data transmitted to third parties?**

Helsana Zusatzversicherungen AG and the Helsana Group are subject to strict data protection provisions. Therefore, no personal data is transmitted to third parties outside of the Helsana Group. Exceptions only occur in cases where the disclosure of data is expressly stipulated or permitted by a legal provision, or where partner companies are involved in order to process and execute this insurance.

**30 How long is personal data stored?**

Personal data is processed and stored in a database or in paper form only for as long as required by legal and contractual provisions. Personal data is subsequently deleted.

**31 Which companies are members of the Helsana Group?**

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

**32 Which companies are partner companies of the Helsana Group?**

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

**33 Where is the place of jurisdiction?**

Actions arising from the insurance 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.

