

General Conditions of Insurance
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PlanoProtect

Lump sum on death with periodic premiums

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Information for the policyholder

Introduction		<p>This document aims to clearly and concisely inform the policyholder of the insurer's identity and the insurance policy's key aspects, as required by Article 3 of the Swiss Federal Law on Insurance Contracts (LIC).</p>
Informations for the policyholder	1. Insurer's Identity	<p>The insurer is VAUDOISE LIFE, Insurance Company Ltd, hereinafter referred to as "the Insurance Company". The Insurance Company is a limited company under Swiss law. Its registered office is located at avenue de Cour 41, 1007 Lausanne.</p>
	2. Identity of the policyholder, the insured and the beneficiary	<p>The policyholder is the natural person that seeks insurance coverage for himself/herself / and that, for this purpose, concludes an insurance policy with the Insurance Company, thereby undertaking to pay the premiums.</p> <p>The insured is the natural person whose life or health is insured.</p> <p>The beneficiary is the natural person or legal entity designated by the policyholder as to be the person entitled to the benefits ensuing from the insurance policy when the insured event occurs. Only the policyholder has the right to designate any third party as beneficiary of the benefits paid in the event of death. When the insured event occurs, the beneficiary generally acquires a right over all or part of the benefits.</p>
	3. Rights and obligations of the parties	<p>The rights and obligations of the parties ensue from the proposal, the policy, the General Conditions of Insurance and the laws in force, particularly the LIC. Once the proposal has been accepted, a policy is delivered to the policyholder. Its content corresponds to the proposal.</p>
	4. Insured risks	<p>Term insurance: in the event of the death of the insured during the term of the policy, the Insurance Company pays the insured capital or the survivor's pension to the beneficiaries.</p>
	5. Insurance coverage	<p>The proposal, the insurance policy and the General Conditions of Insurance specify the insured risks, the extent of the insurance coverage, any taxes and all the data related to the premium.</p>
	6. Conclusion of the insurance policy	<p>The policy is deemed to be concluded once the Insurance Company accepted the proposal in writing or submitted the insurance policy to the policyholder. The policyholder may rescind the policy in writing within 14 days of signing the proposal (or within four weeks if a medical examination has been needed), and he/she is released from any obligation with respect to the Insurance Company.</p>
	7. The policyholder's obligations	<p>The list below mentions the policyholder's most common obligations:</p> <ul style="list-style-type: none">• Payment of the premium as agreed in the proposal or the insurance policy.• Modification of the risk: if a material fact for assessing the risk undergoes changes between the signing of the insurance proposal and Insurance Company's acceptance, the policyholder must immediately notify the Insurance Company accordingly in writing.• Establishment of the facts:<ul style="list-style-type: none">- during the occurrence of the claim, the event must be announced in accordance with the General Conditions of Insurance (GCI).

- establishment of proof of the damage. He/she must provide the Insurance Company with all the relevant information and documents, obtain such information and documents from third parties for the Insurance Company and authorize third parties in writing to submit the corresponding information and documents to the Insurance Company.

Other obligations result from the LIC and the General Conditions of Insurance (GCI).

8. Beginning of the insurance coverage

The insurance comes into force on the day stated on the proposal or the policy. Provisional cover may also be granted to you in accordance with the General Conditions of Insurance.

9. End of the insurance coverage

In the event of survival, the end of the coverage corresponds to the expiry date of the contract stated on the policy. In the event of death, the end of the coverage corresponds to the date of death of the insured person.

10. Cancellation of the policy by the policyholder

The policyholder may cancel his/her insurance policy. The policy is cancelled on the desired date, but not before receipt of the written cancellation request by the registered office of the Insurance Company.

11. Cancellation of the policy by the Insurance Company

The Insurance Company may terminate the policy in writing in the following cases:

- In the event of concealment within the meaning of Article 6 LIC (omission or inaccuracy of the declaration of any material fact that the policyholder knew or should have known). Cancellation takes effect when it reaches the policyholder.
- If the policyholder has been ordered to pay an overdue premium and the Insurance Company has as a result waived initiating proceedings related to such payment.
- In the event of insurance fraud.

These are the most common situations in which the Insurance Company may end the policy. Other cases result from the LIC and the General Conditions of Insurance (GCI).

12. Surplus participation

Surplus premiums are the non-guaranteed benefits that the Insurance Company grants you every year in the form of surplus premium participation. They may build up if the result for the risk, costs or investments is better than the result used to calculate the premium.

13. Economic, commercial and financial sanctions

Insurance cover is not granted insofar as, and for as long as, legally applicable economic, commercial or financial sanctions oppose the provision of the contractual benefit.

14. Data processing

With regards to the processing of personal and sensitive data, the Insurance Company complies with the provisions of Swiss data protection legislation.

The Insurance Company processes data derived from contractual documents or from the policy's management. In particular, the Insurance Company uses data for determining the premium, assessing the risk, managing benefits, processing the reinsurance cases, statistical evaluations and marketing purposes. Data are kept in physical or electronic form. To the extent necessary, the Insurance Company may transmit such data for processing to third parties participating in the performance of the contract in Switzerland and abroad, particularly co-insurers and reinsurers.

The Insurance Company is also authorized to request all relevant information from the authorities or third parties, particularly concerning acceptance of the risk or when benefits are paid in the event of claims. Such authorization is valid regardless of the contract's conclusion. The policyholder has the right to request the Insurance Company the information specified by the Federal Data Protection Law related to himself/herself. Data protection authorization may be revoked at any time.

15. Legal provisions

If any point is not expressly regulated in the policy or the General Conditions of Insurance (GCI), Swiss law applies, particularly the Swiss Federal Law on Insurance Contracts (LIC).

A General provisions

A1 Contractual relationships

You are the POLICYHOLDER. You take out an insurance policy and agree to pay the premiums.

The INSURED PERSON is yourself.

The BENEFICIARY is the person you have designated to receive a benefit or any other person who has a claim to a benefit.

We are VAUDOISE LIFE, Insurance Company Ltd with Head Office in Lausanne (hereinafter «the Company»).

A2 Provisional cover

We grant provisional cover for up to three months from receipt of the signed insurance proposal at the registered office of the Insurance Company for all the benefits you have chosen or up to CHF 200'000.

Your provisional cover becomes permanent once you are in possession of the policy document.

If a claim is made as a result of illness, infirmity or an accident occurring prior to signing the proposal form, benefits are not due. Provisional cover is not granted where an insurance proposal concerns one or more modifications to proposed or insured benefits.

The premium due is calculated as of the date stated on the proposal form. It is deducted from any benefits paid by the Company.

Once the benefits paid by the Company reach the sum specified on the proposal form, or a maximum of CHF 200'000, the policy expires.

If the case is refused by the Insurance Company, the provisional cover ends.

A3 Insured benefits

All benefits are specified in your insurance policy document. These benefits constitute fixed sum insurance.

A4 Scope of your insurance cover

1. Worldwide cover

Your insurance cover is valid worldwide regardless of the potential risks, unless otherwise agreed in the policy.

2. Gross negligence

We waive our legal right to reduce benefits where a claim results through the gross negligence of the insured person or the rightful claimant.

3. Suicide and attempted suicide

In the event of death due to suicide within the three years following the conclusion of the contract, we will not pay out benefits. Beyond this three-year period, we will pay out the benefits in full.

If the benefits for insured risks are increased, a new period of three years will only begin for the increase.

4. Military service and war

The standard regulations used by all Swiss life insurance companies apply.

Active service without warlike operations in the interest of Swiss neutrality or for the maintenance of internal law and order is considered as military service in time of peace. As such it is automatically covered by the General Conditions for Life Insurance Policies.

In the event of Switzerland being involved in a war or in warlike operations, a single war payment would be levied at the onset of hostilities, payable by the insured person one year after the end of hostilities irrespective of whether he/she takes part in the war or whether he/she is resident in Switzerland or abroad.

The war levy is designed to cover losses, caused directly or indirectly by the hostilities, relating to the type of insurance policies dealt with in the present Conditions. Assessment of these losses, of available funds and of the war levy and the means of paying it - if necessary by reducing insured benefits - would be undertaken by the Company in agreement with the Swiss supervisory authorities.

Should any benefits become due before the war levy has been assessed, the Company is entitled to withhold an appropriate portion of any such benefits for a period of up to one year from the cessation of hostilities. The portion of any such benefits so withheld and the rate of interest applied thereon would be determined by the Company in agreement with the Swiss supervisory authorities.

The dates to be considered as the beginning and end of hostilities for the purposes of the preceding provisions would be determined by the Swiss supervisory authorities.

Should the insured person take part in any war or warlike operations without Switzerland itself being involved in the said war or warlike operations, and should he/she die within the duration of the said war or warlike operations or within six months following the conclusion of peace or the end of hostilities, the Company is liable to the extent of the policy reserve as calculated at the date of death, though not exceeding the insured benefit in the event of death. Where reversionary annuities are insured, the policy reserve is replaced by annuities corresponding to the policy reserve as calculated at the date of death, though not exceeding the insured annuity.

The Company reserves the right to modify the provisions of the present article in agreement with the Swiss supervisory authorities and to apply any modifications to the present contract. Moreover, measures decreed by law or by administrative authorities in connection with any war, in particular those relating to the surrender of a policy, would be expressly enforced.

5. Pregnancy and childbirth

Pregnancy and childbirth without complications are no basis for the right to claim. On the other hand, complications during pregnancy and childbirth are treated as an illness and receive compensation as such. In any case, cover is only granted where the insurance was in force for the insured benefits at the onset of pregnancy.

A5 Beneficiary clause

You may designate the beneficiaries to whom benefits should be paid by notifying the Company in writing. If you choose not to exercise this right the beneficiaries are deemed to be as follows:
in the event of death: the policyholder, if none exists, his/her spouse or registered partner; if none exists, his/her children, if none exists his/her legal heirs.

A6 Assignment and pledging

You may assign or pledge your rights to benefits.

A7 Justification of claims

In the event of death, the beneficiary must notify the Insurance Company immediately. Furthermore he/she must forward to us an official death certificate and a medical report specifying the causes of death. Finally, if deemed useful, the Insurance Company may request or obtain further information.

If the justification of claims is delayed, no interest is due on the late benefits. The benefit will be paid no earlier than seven working days after cancellation of your contract.

<p>A8 Return of the original policy</p>	<p>In the event of a change, cancellation or survival until the expiry date, the policyholder must return the original policy to us where the contract is pledged or contains an irrevocable beneficiary clause and a benefit is paid. However, the Insurance Company reserves the right to request the return of the original policy in certain specific cases.</p>
<p>A9 Correspondence</p>	<p>All correspondence is only considered to be legally valid once it has been received in writing at the Company's Head Office. Correspondence addressed to agents, intermediaries or other third parties for the Company's attention is only legally acknowledged on receipt at the Company's Head Office.</p> <p>All correspondence originating from the Company will be considered as legally valid if sent to the last address in Switzerland supplied to the Company. Policyholders not domiciled in Switzerland must appoint a legal representative in Switzerland to whom correspondence, considered as being legally valid, can be sent.</p> <p>Failing this, the Company may also send correspondence to a foreign address previously supplied to the Company. In such a case, the correspondence is considered to have been legally despatched on the date it is posted by the Company.</p>
<p>A10 Expiry of the insurance</p>	<p>Your insurance expires at 12 a.m. Swiss time on the day fixed as the expiry date for each of the insured benefits mentioned in your policy.</p>
<p>A11 Jurisdiction</p>	<p>In the event of litigation, we recognise the jurisdiction of Company's Head Office or your Swiss residence or the Swiss residence of the rightful claimant.</p>

B Financing

<p>B1 Premiums</p>	<p>1. Payment of premiums</p> <p>Premiums are paid annually in advance. Payment must be made by the relevant dates mentioned in your policy document. However, by mutual agreement, payments may be made biannually or quarterly.</p> <p>The first premium is payable upon receipt of our statement. The following premiums must be paid within a period of 30 days from the date indicated on the relevant statement.</p> <p>In the event of your failing to pay a premium within the period of 30 days from the date indicated on the relevant statement, you will receive a reminder requesting payment within 14 days of the date of the reminder and informing you of the consequences of non-payment.</p> <p>2. Refund of premiums in the event of death</p> <p>In the event of the insured person's death, we refund the non-absorbed part of the periodic premiums already paid beginning from the first day of the month following death.</p> <p>3. Premium deposit</p> <p>You may make a deposit with the Company. Payments must be made using payment slips provided for this purpose and bear interest to be allocated on December 31. The interest rate is fixed by the Insurance Company and may be adjusted at any time and without advance notice. Neither payments nor interest can be withdrawn. The premium deposit account balance cannot exceed the value of all the expected premiums still to be paid (up to CHF 100'000). However, the Insurance Company reserves the right to reduce this limit. Surplus payments will be refunded. In the event of the cancellation of the contract, any credit balance in the premium deposit account is refunded and any negative balance is deducted from the benefits. The interest that is exempt from withholding tax is subject to income tax and the balance in the deposit account is subject to wealth tax. For tax purposes, the policyholder receives the statement for his/her premium deposit account as of December 31.</p>
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C Benefits in the event of death

C1 General information

The benefits in the event of death before the expiry date are stated in the insurance policy.

The insured benefit in the event of death before the expiry date is payable in CHF.

C2 Tariff guarantee

The rate for the death risk benefits is guaranteed except in the event of a change to the contract that increases the risk. In this case, the rate in force at the time of the change applies to all death risk benefits.

D Surplus participation

D1 Surplus participation

Your insurance policy benefits from the Company's surplus in the form of an annual allocation commencing at the beginning of the first year of the policy.

These allocations are used to reduce your premiums.

E Conversion and surrender

E1 Conversion and surrender

Your insurance policy has no conversion value and no surrender value.