

## **Conditions VIAC Life "Base Protection"**

Endowment insurance for death or disability due to illness or accident

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## **A Introduction**

VIAC Life "Basic Protection" insures a one-time lump-sum benefit in the event of disability or death to cover the economic consequences of disability or death due to illness or accident.

For these benefits, VIAC Services AG, hereinafter "VIAC", has concluded a group life insurance contract with FINMA-subordinated Helvetia Swiss Life Insurance Company Ltd, hereinafter "Helvetia".

Helvetia is the risk carrier. VIAC provides the insurance benefits from the insurance contract paid by Helvetia to VIAC to the insured person. VIAC reports any claims to Helvetia and forwards to Helvetia the documents necessary for the assessment of benefits.

The insured person has no direct right of claim against Helvetia. VIAC's obligation to pay benefits to the insured person is limited to the insurance benefits which VIAC itself receives for the insured person under the insurance contract.

All terms used in the text which refer to persons shall be understood to be gender-neutral.

The following conditions "Base Protection" reflect the conditions concluded in the group life insurance contract.

## **B Content of the contract**

### **1 What are the bases of the contract?**

This contract is based on the individual application (Sections 2 and 8), the relevant conditions and the provisions of the Federal Law on Insurance Contracts (ICA)

### **2 What risks are insured?**

The insured risks are death or disability of the insured person due to illness or accident.

Disability is insured at the beginning of the insurance coverage.

The insured person can, however, change this to a death insurance by making the appropriate application on the VIAC platform (Mobile App and/or Desktop App).

Switching between death and disability insurance can still be requested afterwards. However, at least a full twelve months must have passed between two changes.

Each change is subject to a risk assessment.

No changes are possible between a claim notification and the conclusion of the benefit assessment.

### **3 What is not insured?**

Persons with the status "US person" according to current FATCA regulations are excluded from the insurance.

Disability or death caused by a cause (illness or accident) which existed prior to the commencement of the insurance are excluded from insurance coverage.

If the person entitled to claim has caused the insured event intentionally or in the case of intentional commission of a crime or misdemeanor, there is no entitlement to benefits.

There is no entitlement to benefits if the death or disability is the result of the participation of the insured person in civil unrest or acts of war.

## **C Definitions**

### **4 What is considered an illness?**

Illness is any impairment of physical, mental or psychological health which is not the result of an accident and which requires medical examination or treatment or results in incapacity to work (Art. 3 ATSG).

**5 What is considered an accident?**

An accident is the sudden, unintentional harmful effect of an unusual external factor on the human body, which results in impairment of physical, mental or psychological health or death (Art. 4 ATSG).

**6 How is work incapacity defined?**

Incapacity to work is the full or partial inability to perform reasonable work in one's previous occupation or field of activity due to an impairment of physical, mental or psychological health. If the incapacity lasts a long time, reasonable work in another occupation or field of activity is also taken into account (Art. 6 ATSG).

**7 How is incapacity for gainful employment defined?**

Incapacity for gainful employment is the total or partial loss of employment opportunities on the balanced labour market in question caused by impairment of physical, mental or psychological health and remaining after reasonable treatment and integration (Art. 7 ATSG).

**D Insurance Coverage**

**8 What is the base protection?**

The base protection corresponds to a lump-sum payment depending on the average VIAC Pillar 3a assets invested in securities in the previous month with the Terzo Pension Foundation of WIR Bank, or the average VIAC vested benefits assets invested in securities in the previous month with the Vested Benefits Foundation of WIR Bank:

For every full CHF 10'000 of average assets invested in securities in the previous month, the insurance coverage amounts to CHF 2'500. The assets invested with the Terzo Pension Foundation of WIR Bank (across all 3a pension relationships) and the Vested Benefits Foundation of WIR Bank are considered separately.

The maximum insurance coverage is CHF 250'000. If the insurance coverage exceeds CHF 100'000, it is mandatory to fill out an application with health questions in order to receive the corresponding insurance coverage. If these are not answered, the maximum base protection is CHF 100'000. If the risk assessment decision is negative, the maximum base protection is also CHF 100'000.

Average invested assets in the previous month	Insurance coverage
From CHF 10'000	CHF 2'500
From CHF 20'000	CHF 5'000
From CHF 30'000	CHF 7'500
From CHF 40'000	CHF 10'000
...	...
From CHF 400'000 (maximum insurance coverage without application/health questions)	CHF 100'000
...	...
From CHF 1'000'000 (maximum insurance coverage)	CHF 250'000

**9 When does the insurance coverage begin?**

If the average VIAC retirement assets invested in securities with the Terzo Pension Foundation of WIR Bank or the Vested Benefits Foundation of WIR Bank amount to CHF 10'000, the base protection starts the following month.

Insurance coverage of CHF 100,000 or more is subject to an additional application and a positive risk assessment. In these cases, insurance coverage begins in the month following the application with a positive risk assessment decision. The same applies to an application for a change of the insured risk (Section 2).

## **10 When does the insurance coverage end?**

The insurance coverage expires automatically:

- upon death of the insured person
- with the payment of the disability capital
- when the insured person reaches the regular AHV age
- if the average VIAC investment in securities in the previous month is less than CHF 10'000 for the Terzo Pension Foundation of WIR Bank or the Vested Benefits Foundation of WIR Bank
- the day on which the VIAC portfolios of the Terzo Vorsorgestiftung of WIR Bank and the Vested Benefits Foundation of WIR Bank, respectively, on which the base protection capital insurance is based, are dissolved

Furthermore, the insurance expires upon termination of the underlying group life insurance contract between Helvetia and VIAC. The dissolution must be notified to the insured person by VIAC in electronic text form (e.g. by e-mail) at least 1 month before the insurance coverage expires.

## **11 Duty of disclosure and breach of duty of disclosure in risk assessment**

For the purposes of the risk assessment, the person to be insured must answer the questions asked by VIAC about the state of health completely and truthfully. If answers to the health questions are incorrectly communicated or concealed, VIAC may terminate the contract in writing or in electronic text form (e.g. by e-mail) within 4 weeks of receiving knowledge of the breach of duty of disclosure. The termination becomes effective upon receipt by the policyholder (Art. 6 VVG).

If the contract is terminated by such a cancellation, the obligation to pay benefits for insured events which have already occurred, whose occurrence or extent has been influenced by the incomplete or incorrectly communicated fact, also ceases to apply. If benefits have already been paid for such insured events, they will be claimed back.

## **E Financials**

### **12 How are the premiums paid?**

No premium is charged to the insured person for the base protection.

## **F Benefits**

### **I) Disability capital**

#### **13 When does an entitlement to disability capital exist?**

An entitlement to a disability lump sum arises if an insured person is unable to work as a result of illness or accident and subsequently becomes at least 70% disabled due to this cause. If the degree of disability is less than 70%, there is no entitlement to the insured benefits.

A legally binding decision of the Swiss Federal Disability Insurance (DI) is mandatory for a claim. Without such a decision, there is no entitlement to a lump sum disability benefit.

To determine the date of commencement of the incapacity to work, the date of commencement of the waiting year determined by the DI (Art. 28 para. 1 lit. b IVG) is decisive.

#### **14 Who is entitled to benefits?**

Only the insured person is entitled to the disability capital. If the insured person dies before the degree of disability is finally determined, the entitlement expires. The insured benefits are paid regardless of any other insurance.

### **II) Lump-sum death benefit**

#### **15 When does the entitlement to the lump-sum death benefit exist?**

The entitlement to the lump-sum death benefit arises upon the death of the insured person in favour of the beneficiary. VIAC must be informed immediately of the death. An official death certificate and a medical certificate stating the circumstances and cause of death must be submitted.

## **16 Who is entitled to benefits?**

Persons entitled to benefits are those who are beneficiaries of the Terzo Pension Foundation of WIR Bank or the Vested Benefits Foundation of WIR Bank with regard to the assets invested in securities on which this insurance is based.

In the event of death, VIAC is entitled to obtain information on the beneficiaries from the respective foundations.

## **G Specifics**

### **17 What is the procedure in case of a claim?**

An accident or illness that is likely to trigger a liability to pay benefits must be reported to VIAC without delay.

### **18 Which requirements must be met in the event of a claim?**

The insured benefits will be paid as soon as VIAC and Helvetia have received the documents necessary for the assessment of the claim (see in particular Sections 13 and 15 above) and the conditions set out in Section D ff. above have been met.

All documents must be provided in German, French, Italian or English. For documents which were not issued in one of these languages, a certified translation must be provided.

### **19 Where is the place of fulfilment of the insured benefits?**

The place of fulfilment for the insured benefits is the Swiss residence of the entitled person or legal representative. In the absence of the required place of residence, the registered office of VIAC shall be the place of fulfilment.

### **20 Can claims be assigned or pledged?**

Claims to the insured benefits can neither be assigned nor pledged before they are due.

### **21 What applies to military service and war?**

Active service to maintain Swiss neutrality and to maintain peace and order within Switzerland, both without acts of war, is considered military service in peacetime and as such is included in the insurance policy within the scope of these conditions. In the event that Switzerland conducts war or is drawn into warlike actions, the corresponding regulations issued by the Federal Council shall apply. Operations for peacekeeping measures within the framework of the UN are not insured (e.g. UN blue helmets and OSCE yellow caps).

### **22 What method is used to send notifications?**

Notifications to VIAC must be sent via the VIAC platform (Mobile App and/or Desktop App), in electronic text form (for example by e-mail) or to the following address: VIAC Services AG, Innere Margarethenstrasse 2, 4002 Basel.

The insured person will receive notifications from VIAC via the VIAC Platform, electronic text form (for example by e-mail) or to the last reported address in Switzerland.

Further information, such as changes to these conditions, will be published on the VIAC homepage and in electronic text form (for example by e-mail).

### **23 Where is the place of jurisdiction?**

Legal actions arising from the insurance contract may be brought either at the court of the Swiss domicile of the insured person or the beneficiary or at the domicile of VIAC.

## **H Data**

### **24 What happens to my data?**

VIAC processes the personal information of the insured persons for the purpose of processing the contract, but also in order to continuously improve the quality of the products and services that they offer to their potential, existing and former insured persons. VIAC may also outsource the processing of data to third parties. The data is evaluated using mathematical and statistical methods.

**25 Is personal data passed on to third parties?**

VIAC is subject to strict data protection regulations. Therefore, no personal information will be disclosed to third parties outside VIAC. Exceptions are only made in those cases in which the disclosure of data is expressly required or permitted by law or if cooperation partners are involved in the processing and fulfillment of this insurance policy.

VIAC forwards the data necessary for the processing of the group life insurance contract to Helvetia.

**26 How long is the personal data stored?**

Personal data is processed and stored in a database or on paper only for as long as required by law or contractual provisions.

**I Special provisions****27 Entry into force and amendments**

These conditions come into force on 29 October 2020.

The insured person will be notified of any changes to the contractual conditions at least 3 months before they come into force.

**28 Valid edition of the insurance conditions**

These insurance conditions are a translation of the original German text. In the event of deviations or difficulties in interpretation, the German version of the insurance conditions shall prevail.