



# Application for the vested benefits policy

of Generali Personal Insurance Ltd., 8134 Adliswil

Validity: 3 months (as from receipt of application)

## General details

### Policyholder and Person to be insured

Title			
First name		Surname	
Sex		Date of birth	
Street, no.		PC, town, country	
Telephone (home)		Cell phone	
E-mail		Nationality	
AHV number	756.	Marital Status	
Date of civil marriage / partnership registration			

Language of correspondence  German  French  Italian  English

### Previous occupational benefits institution

Surname			
Contact person			
Street, no.		PC, town, country	
Telephone		Fax	

Vested benefits: **minimum amount CHF 20'000 / maximum CHF 500'000 (\*)**

CHF

(\*) Please indicate the approximate amount of the expected transfer (e.g. amount stated on your last pension certificate)

## Benefits

In the event of **survival**, the single premium, including accrued interest, will be paid out. The expiry date is the last day of the month in which the policyholder reaches ordinary retirement age according to AHV/AVS.

In the **event of death**, 101% of the single premium, including accrued interest will be paid out as per the date of death.

The insurance enters into force upon reception of the single premium (vested benefits) by Generali.

## Beneficiary

- a) In the event of survival the policyholder (insured person)
- b) In the event of death the following persons in the order shown below
- 1) the survivors as specified in Articles 19, 19a, 20 and 22 para. 3 BVG (spouse or partner of a registered civil partnership as well as their children until they turn 18 or 25),
  - 2) natural persons having received regular and substantial support from the policyholder, or the person who has lived a domestic relationship with the policyholder without interruption for the last five years prior to their death, or who is responsible for the maintenance of one or more mutual children,
  - 3) the children of the deceased person who do not fulfil the conditions of Article 20 or Article 22 para. 3 BVG, the deceased's parents or siblings,
  - 4) the deceased's other legal heirs, public authorities being excluded.

The policyholder may specify the entitlements of the beneficiaries in more detail (otherwise the lump sum payable on death shall be divided equally) and add persons listed under section 2 to the persons listed under section 1 letter b. Please use the separate form.

## Basis of the contract

General Policy Conditions for vested benefits policies (A1), edition 2019.12

Any special written agreements concluded with the policyholder

The Swiss federal law on vesting in pension plans (FZG/LFLP) of December 17, 1993

The Swiss federal law on occupational retirement, survivors' and disability pension plans (BVG/LPP) of June 25, 1982

The valid fee regulations, available at [general.ch](http://general.ch)

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Generali Personal Insurance Ltd.

A member of the Gruppo Assicurativo Generali, entered in the Italian Register of Insurance Companies under number 026

Our data protection provisions can be viewed at [general.ch/en/dataprotection](http://general.ch/en/dataprotection), or you can request a copy from our customer service department



## Signatures

The undersigned acknowledges receipt and acceptance of the General Policy Conditions.

The policyholder confirms with his signature the accuracy of all agreements and statements made in this proposal.

**Please send us, duly signed, the “Instruction to the previous occupational benefits institution” (pages 3 and 4) together with the application form (pages 1 and 2), also duly signed.** This will allow us to get directly in touch with your previous occupational benefits institution and make sure the transaction runs efficiently and smoothly.

**A copy of an official identity document (Swiss ID or passport, or official foreignidentity document) must be enclosed with this application.**

**Your message / Please explain any particular facts or circumstances (\*)**

(e.g. transfer expected from a pending divorce decree; reimbursement of a prepayment within the scope of the legislation on the use of occupational pension assets for the encouragement of home ownership; transfer of a partial amount only from your current pension institution)

*(\*)In all such particular circumstances, we recommend you briefly getting in touch with us in order to make sure the right steps are undertaken to guarantee an efficient transaction: T +41 58 472 39 00 / E-Mail: [collective-life.ch@generali.com](mailto:collective-life.ch@generali.com)*

Place, Date

Signature of the policyholder

Place, Date

Signature of the Agent/Broker

Distribution organisation

Code

Sales representative

Code

## Our address

Generali Personal Insurance Ltd.  
Competence Center CCCI (LP-CC)  
Soodmattenstrasse 10  
8134 Adliswil 1 - Switzerland

T +41 58 472 39 00  
E-mail [collective-life.ch@generali.com](mailto:collective-life.ch@generali.com)



# Instruction to the previous occupational benefits institution

## Vested benefits policy

### General details

#### Policyholder and Person to be insured

Title			
First name		Surname	
Sex		Date of birth	
Street, no.		PC, town, country	
Telephone (home)		Cell phone	
E-mail		Nationality	
AHV number	756.	Marital Status	
Date of civil marriage / partnership registration			

#### Previous occupational benefits institution

Surname			
Contact person			
Street, no.		PC, town, country	
Telephone		Fax	

### Payment

The vested benefits are to be transferred to the following account as specified below:

CH35 0483 5045 2600 5100 0  
Credit Suisse AG  
8070 Zurich  
BC 4835 / postal account 80-500-4

#### To be credited to

Generali Personal Insurance Ltd.  
Soodmattenstrasse 10  
8134 Adliswil 1 - Switzerland

#### Note / reference

FZP, surname firstname  
Date of birth  
BVG share: CHF.....

### Signatures

The policyholder hereby requests his/her previous occupational benefits institution (pension fund / vested benefits foundation) to transfer his/her vested benefits to Generali Personal Insurance Ltd, 8134 Adliswil, as specified above.

Place, Date

Signature of the policyholder

Please send this instruction (pages 3 and 4) together with the application (pages 1 and 2) to the following address:

Generali Personal Insurance Ltd.  
Competence Center CCCI (LP-CC)  
Soodmattenstrasse 10  
8134 Adliswil 1 - Switzerland



### Vested benefits (to be filled out by the previous provident scheme)

If a copy of the statement of termination benefits is enclosed, the fields below need not be filled out.

#### Policyholder and Person to be insured

First name  Surname   
Date of birth

#### Vested benefits (amounts in CHF)

	Date	Total amount	BVG share thereof
Total		<input type="text"/>	<input type="text"/>
At the age of 50		<input type="text"/>	<input type="text"/>
Upon civil marriage / registration of partnership	<input type="text"/>	<input type="text"/>	<input type="text"/>
Advance withdrawal for residential property as per	<input type="text"/>	<input type="text"/>	<input type="text"/>
Pledged providence benefit for residential property	<input type="text"/>	<input type="text"/>	<input type="text"/>
Pledgee (name, address)	<input type="text"/>		

#### Signature

The previous occupational benefits institution's signature here confirms the accuracy of the information provided.

Place, Date

Stamp and signature  
of the occupational benefits institution

#### Our address

Generali Personal Insurance Ltd.  
Competence Center CCCI (LP-CC)  
Soodmattenstrasse 10  
8134 Adliswil 1 - Switzerland

T +41 58 472 39 00  
E-mail [collective-life.ch@generali.com](mailto:collective-life.ch@generali.com)



# General Policy Conditions

for vested benefits policies (A1), Edition 2019.12

Generali Personal Insurance Ltd, 8134 Adliswil

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Before you sign and submit your application, that is, before conclusion of the insurance contract, you are entitled to the following information about the contract in accordance with Article 3 VVG: the **insured risks**; the **term and scope of the insurance cover**; the **amount of the single premium**; your further **duties** and obligations; the **participation in the surplus**; the **early termination of the contract**; our obligations regarding **data protection**. You will find this information in the Policy Conditions.

In accordance with Article 3a VVG, you are entitled to **cancel** the contract in writing, if the information you have received from us was incorrect or incomplete, or if you were not in possession of the General or Supplementary Policy Conditions before concluding the insurance. The period of notice is four weeks and begins as soon as you are aware of the violation of the information obligation and of the subsequently submitted complete information. In any event, your **entitlement to cancellation** expires one year after the violation of the obligation or, at the latest, one year after concluding the contract.

### Generali Insurance

Soodmattenstrasse 10  
P.O. Box 1040  
8134 Adliswil 1 - Switzerland

T +41 58 472 39 00  
E-mail: [collective-life.ch@generali.com](mailto:collective-life.ch@generali.com)  
[www.generali.ch](http://www.generali.ch)

### General Policy Conditions (GPC)

The General Policy Conditions, together with any accompanying Supplementary Policy Conditions, constitute an important legal basis for the contract between you and us. They contain the rights and obligations of the parties participating in the contract and other essential information on the insurance. The GPC are based on the Swiss Federal Law on Insurance Contracts (VVG) of 2 April 1908. This law governs the insurance policy in general terms.



## General Policy Conditions

### 1. Policyholder, insured person

The "policyholder" is the person who is the contracting partner of Generali Personal Insurance Ltd.

The "insured person" is the person on whose life the insurance was taken out. The policyholder and the insured person are one and the same person.

The insured is Generali Personal Insurance Ltd, Soodmattenstrasse 10, 8134 Adliswil.

### 2. Basis of the contract

2.1. Insofar as the mutual rights and obligations are not governed by the insurance policy and in the General Policy Conditions, the Federal Law on Insurance Contracts of 2 April 1908 (VVG), the Swiss Federal Law on Vesting in Pension Plans of 17 December 1993 (FZG), the Vesting in Pension Plans Ordinance of 3 October 1994 (FZV), the Ordinance on the Supervision of Private Insurance Companies of 9 November 2005 (AVO) within the scope of the insurance segment A1 and the Swiss Federal Law of 30 March 1911 on the law on obligations (OR) shall apply.

On commencement of the contract, we shall deliver to the policyholder a policy containing the essentials of the contract. On any changes to the contract this policy is adapted accordingly.

2.2. These General Policy Conditions for Vested Benefits Policies apply subject to any changes to the legislation.

### 3. Benefits and premium payment

3.1. In the case of survival, if the insured person lives beyond the final age specified in the insurance policy, Generali shall pay out the accumulated vested benefits capital (hereinafter also referred to as the "capital") together with any interest earned up to the point of maturity .

3.2. If the insured person dies before reaching the final age specified in the insurance policy Generali shall pay out 101% of the capital including interest accumulated up to the day of their death.

3.3. As a rule, the final age corresponds to the normal retirement age (pensionable age) under the Swiss Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans (BVG).

3.4. The insurance is funded by one or more single premiums (vested benefits brought in from occupational benefits institutions).

### 4. Beginning and end of the insurance cover

4.1. The insurance shall become effective once Generali has confirmed in writing that the application has been accepted and has received the single premium, but no earlier than on the date of the requested start of the insurance.

4.2. The insurance shall lapse once the insured person reaches the final age or dies or if the policy is terminated early in accordance with Article 5.

### 5. Early termination of the vested benefits policy / Surrender

5.1. The surrender value is the accumulated vested benefits capital including interest until the date of the early termination, without any surrender deduction.

5.2. The surrender value for the purpose of "early withdrawal of retirement benefits" may be paid out without any further conditions being imposed no earlier than five years before the insured person reaches the final age in accordance with Article 13 para. 1 BVG.

5.3. The option of early surrender is also available under the following conditions:

a) as an advance withdrawal in accordance with the Swiss Federal

Law on Occupational Retirement, Survivors' and Disability Pension Plans (Article 30c BVG) and the ordinance dated 3 October 1994 on the use of pension assets for the encouragement of home ownership (WEFV);

- b) to maintain benefit coverage for the parties to a legal divorce or a legal dissolution of a registered partnership in accordance with Article 22 ff. FZG;
  - c) for the purpose of a transfer to a new occupational benefits institution (Article 13) or to another vested benefits institution (insurance institution or vested benefits foundation) in favour of the insured person;
  - d) if the insured person receives a full disability pension from the Swiss Federal Disability Insurance and the disability risk is not insured as an additional cover (Article 16 para. 2 FZV);
  - e) if the insured person becomes self-employed and is no longer subject to compulsory occupational benefits insurance;
  - f) if the insured person leaves Switzerland permanently; the entitlement to a cash payment is however excluded up to the amount of the acquired BVG retirement capital if the insured person is still subject to compulsory insurance for the risks of old age, death and disability under the laws of a member state of the European Economic Area or becomes a resident of Liechtenstein;
  - g) if the amount to be paid out is less than the personal annual contribution (employee contribution) under the regulations of the occupational benefits institution which paid the vested benefits (termination benefits).
- 5.4. For married policyholders or policyholders in a registered partnership, the payment of benefits is subject to a written consent of the spouse or registered partner. No such agreement is needed in cases b) and c) above.
- 5.5. Partial payment of the surrender value in accordance with sections 5.2.



to 5.4. may be made only in accordance with the provisions of the law.

## **6. Assignment and pledging**

Entitlements to insurance benefits cannot be either assigned or pledged before they fall due, except where they are pledged for the purpose of acquiring residential property for the entitled person's own use and equivalent purposes. Where the policyholders are married or living in a registered partnership, the written consent of the spouse or registered partner is required (Article 30b BVG and Article 331d, paras. 5 and 7 OR).

## **7. Nomination of beneficiaries**

The legal beneficiaries are:

- a) In the event of survival, the policyholder (insured person)
- b) In the event of death, the following persons in the order shown below:
  - 1) The survivors as specified in Articles 19, 19a, 20 and 22 para. 3 BVG,
  - 2) natural persons having received regular and substantial support from the policyholder, or the person who has lived a domestic relationship with the policyholder without interruption for the last five years prior to their death, or who is responsible for the maintenance of one or more mutual children;
  - 3) the children of the deceased person who do not fulfil the conditions of Article 20 or Article 22 para. 3 BVG, the deceased's parents or siblings,
  - 4) the deceased's other legal heirs, public authorities being excluded.

The policyholder may specify the entitlements of the beneficiaries in more detail (otherwise the lump sum payable on death shall be divided equally) and add persons listed under section b2) to the persons listed under b1).

## **8. Gross negligence and suicide**

8.1. Generali waives its right to reduce payments of benefits if the policyholder (the insured person) or a beneficiary caused the insured event through gross negligence, even if it is legally entitled to do so.

8.2. In the event of suicide, the full lump sum payable upon death under section 3.2. shall be paid out.

## **9. Fees**

Opening, administration and closing procedures of a vested benefits policy are basically free of charges, i. e. are financed by investment returns. The setting of the interest rate in accordance with art. 10 takes this into account.

Generali may charge fees according to expenditure for advance withdrawal or pledging of your pension assets for home ownership of up to CHF 400.– and for early (partial) termination of the vested benefits policy within a year after its inception of up to CHF 200.–. You may consult the valid fee regulations on our website ([generalich.ch](http://generalich.ch)).

## **10. Applicable interest rate / Profit sharing**

The applicable interest rate for the vested benefits in accordance with article 3 or article 5 shall be set by Generali in November each year for the following calendar year and shall be communicated appropriately (e. g. on [generalich.ch](http://generalich.ch)).

The insurance is eligible for profit sharing. This is the case when the investment returns, under consideration of the specific liquidity requirements of the product are higher than the set interest rate, taking into account the expenditures and / or the evolution of risk and expenditure exceeds favourably the one on which the premium calculation was based.

Any profit shares are set annually and added to the vested benefits as at July 1<sup>st</sup>.

Generali informs annually on the distribution of profit sharing.

## **11. Substantiation of entitlement and payment of credit balance**

14.1. The policyholder or other persons with an entitlement to benefits must notify Generali immediately of any event that creates an entitlement to benefits or causes an entitlement to lapse. They must, at their own expense, provide Generali with all information and evidence it requires in order to establish whether it is obliged to pay benefits pursuant to Article 3 or Article 5.

14.2. Once it has been able to establish, to its own satisfaction, using the documents supplied to it, that there is an entitlement on the basis of the claim, Generali shall pay or transfer the credit balance or death benefit within thirty days. Generali shall not be liable to pay default interest if payment is delayed for reasons beyond its control.

## **12. Obligation to notify**

Generali must be notified in writing if the insured person joins an occupational benefits institution. The credit balance of the vested benefits policy shall be transferred to the designated occupational benefits institution.

## **13. Correspondence**

If the policyholder takes up residence abroad, Generali may require them to designate a person domiciled in Switzerland as their representative, to whom Generali may serve all notifications with due legal effect.

All the notifications and disclosures concerning the insurance contract prescribed by law or by contract made by the policyholder, by any representative of the policyholder or by any beneficiary must be in writing and addressed to the head office of Generali. They shall take legal effect when they are received by Generali.

Notifications from Generali to the policyholder shall be served with due legal validity to the policyholder's last known address or to the address of the representative designated by them. They shall be deemed to have been served at the time at which the



addressee could have taken due note of them had they been present.

#### **14. Data processing**

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Generali collects, processes, transfers and stores the data required to check the application, implement the contract and comply with regulatory requirements, under due observation of the data protection regulations, in particular the Federal Law on Data Protection.

Generali may use the personal data submitted to it to assess risks, determine premiums, administer contracts and for all actions pertaining to the provision of benefits under the insurance contract, for statistical evaluations, for consumer satisfaction surveys and for marketing and advertising purposes. Data may be forwarded to any domestic and foreign third parties involved in the insurance contract, in particular to reinsurers and other companies

belonging to the Generali Group, pledgees, authorities and lawyers. If required, we will ask again separately for your permission to obtain and treat data. In connection with a claim, medical professionals must be released from their obligation to maintain their professional and official secret or medical duty. Generali shall store the data electronically or physically in a protected and confidential manner. The data shall continue to be stored for at least a further 10 years after the termination of the contract or after the settlement of a claim. The policyholder and the insured person are entitled to request from Generali the information provided for by law on the processing of the data concerning them.

Further information on data protection is available at [www.generali.ch/en/dataprotection](http://www.generali.ch/en/dataprotection).

#### **15. Place of performance and jurisdiction**

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12.1. Generali performs its obligations at the Swiss place of residence of the policyholder or beneficiary or, in the absence thereof, at the registered office of Generali in Adliswil.

12.2. As possible jurisdictions, Generali recognises the Swiss place of residence of the policyholder or the beneficiary or Zurich or Horgen (jurisdiction at Generali's head office) in the case of legal action by the policyholder or a beneficiary and the court of the place of residence of the policyholder or a beneficiary in the case of legal action by Generali. Swiss law shall apply to the exclusion of any other.

12.3. In international relationships, the Swiss Federal Law on International Private Law and the Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters (Lugano Convention) shall regulate the jurisdictions.

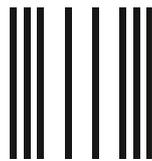


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**A**

Nicht frankieren  
Ne pas affranchir  
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Geschäftsantwortsendung    Invio commerciale-risposta  
Envoi commercial-réponse



Generali Insurances  
Direct Sales  
P.O. Box 1038  
8134 Adliswil 1