Swiss Life Premium Vitality Duo

General Policy Conditions

Effective as of 1 June 2020

Dear Customer

We are delighted that you have chosen our pension solution, offering the possibility of unit-linked savings with insurance protection. You benefit from the flexibility of a combined pension plan which enables you to switch between tax-qualified provisions (pillar 3a) and non-tax-qualified provisions (pillar 3b) in line with your needs.

We hereby enclose the General Policy Conditions (GPC) detailing everything you need to know about your fund-unit-linked life insurance. All the information on your insurance contract which we are required to give you under the law has been integrated into the General Policy Conditions, the application and the policy. We would be happy to answer any questions you may have on this.

The General Policy Conditions apply for both tax-qualified (pillar 3a) and non-tax-qualified (pillar 3b) provisions. Where certain conditions only apply to one of the two types of coverage this is clearly stated.

Yours sincerely
Swiss Life

In the interest of readability, the singular form is used throughout even when more than one person is involved. All role and job descriptions refer equally to men and women.

Overview

1 Information on your insurance contract

Under the Federal Law on Insurance Contracts (VVG) we are obliged to inform you of your contractual party and of the key details of your insurance contract.

Your contractual party is Swiss Life. Swiss Life is a life insurance company offering comprehensive benefits coverage for occupational pension provisions (second pillar) and for private provisions (third pillar).

Swiss Life, a public limited company under Swiss law with its head office in Zurich, is entered in the commercial register as:
Swiss Life Ltd
General-Guisan-Quai 40
8002 Zurich

The present General Policy Conditions contain the following information in the sections indicated below:

• Scope of insurance coverage	4.1, 4.2, 4.3
• Calculation of and participation in bonus	4.6
• Policyholder's obligations	4.7, 4.8, 4.9
• Termination of the insurance contract	6.4
• Processing of personal data	6.12

You will find the following information in the insurance application and policy:
• Insured risks
• Premiums owed
• Term of the insurance contract

The application also provides information on the following:
• Surrender and paid-up values of the insurance

2 Definition of key terms

The terms explained below are used consistently throughout this contract and are placed in italics.

"You" refers to the policyholder, i.e. the person who concludes the insurance contract with Swiss Life. The policyholder is Swiss Life's contractual partner and thus assumes all rights and obligations under the insurance contract.

"We" refers to Swiss Life, the insurance company with which you have concluded the insurance contract.

B **Basis for calculation**
The basis for calculation comprises factors used to calculate the *premiums* and benefits. The basis for calculation includes statistical information from mortality and disability tables which show the probability of the occurrence of the insured event. If a technical interest rate is used in the calculation, this also forms part of the basis for calculation. The technical interest rate and the information on the applicable mortality and disability tables are shown in the *policy*.

Bonus
Bonuses are non-guaranteed benefits, which we credit to your insurance contract each year in the form of participation in the surplus if the risk or cost result for the financial year turns out better than projected in the calculations underlying the *premium*.

D **Detailed statement**
The detailed statement is an annual statement which you receive at the beginning of every *insurance year*. The statement shows the insurance benefits, the current *fund assets* and the allocation and level of your *bonuses*.

F **Fund assets**
By investing your *savings premiums* in *investment funds*, your insurance builds up fund assets. The fund assets correspond to the value of all the *fund units* in your chosen *investment fund* on a specific day. The value of the *fund units* is determined on the basis of the relevant closing price of the *investment fund*. We do not give any guarantee as to the value of the *fund units*.

Fund units
Fund units represent the participation in an *investment fund* and are a claim vis-à-vis the fund management company to participate in the assets and the return on an *investment fund*. The *fund assets* allocated to the insurance contract constitute the assets underlying the fund-unit-linked life insurance. Benefits arising from the insurance contract depend on the performance of the underlying assets. The *fund assets* are held by Swiss Life in its own name.

H **Head office**
Swiss Life's head office is located in Zurich.
Swiss Life Ltd
General-Guisan-Quai 40
8002 Zurich

I **Insurance year**
The beginning of the insurance year is defined in the *policy*.

Investment and divestment
Investment in *investment funds* involves allocating the relevant number of *fund assets* to the assets underlying the insurance contract. In the case of divestment in the event of survival or death as well as *surrender* or partial *surrender*, the underlying assets are reduced by the corresponding number of *fund assets*.

Investment fund
An investment fund is a collective investment which a fund management company manages for the investor based on the principle of risk distribution. Investors participate in the investment fund by acquiring *fund units*. In the case of Swiss Life Premium Vitality Duo, Swiss Life is the investor.

P **Paid-up value**
The paid-up value is the amount of the insurance benefit after the insurance has been converted into a premium-free *policy* before the obligation to pay *premiums* has expired.

Policy
The policy is the contract document which in particular shows the level of the insured benefits and of the *premiums*.

Premium
The premium is the amount you pay to finance the insured benefits and the costs.

S **Savings premium**
The savings premium corresponds to the portion of the *premium* for the fund-unit-linked life insurance that remains for investment in *fund units* after the costs incurred in connection with your insurance have been subtracted. The costs incurred with your insurance consist of the costs for any insurance cover in the event of death and expenses for advisory services and for the conclusion and management of the contract.

Surrender
Surrender is the insurance term for terminating the *policy* before the end of its term at your request.

W **Waiting period**
The insurance benefits for disability are not paid out until expiry of a waiting period calculated from the onset of disability. The applicable waiting period is shown in your *policy*.

3 Your insurance solution

3.1 Your advantages at a glance

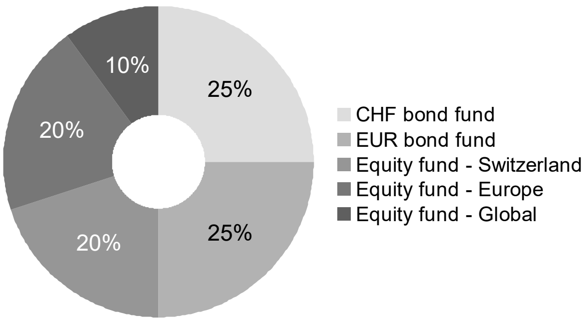
Swiss Life Premium Vitality Duo is a fund-unit-linked life insurance solution combining tax-qualified (pillar 3a) and non-tax-qualified insurance (pillar 3b). The insurance is financed with monthly *premiums* and comprises a guaranteed lump-sum death benefit or a waiver of *premiums* in the event of disability.

If you would like more extensive hedging of the financial risk upon death or disability, Swiss Life Premium Vitality Duo offers you additional insurance coverage.

Swiss Life Premium Vitality Duo represents an ideal combination of insurance and tax advantages.

3.2 Unit-linked savings with insurance protection

Fund portfolio (example)



A range of different *investment funds* with various risk characteristics are available in which you can invest your *savings premiums*.

You choose one or more *investment funds* based on your risk capacity and risk appetite.

In the event of survival upon expiry of the insurance contract, the benefits from the fund-unit-linked life insurance correspond to the *fund assets*.

In the event of death during the term of the insurance contract, we pay out the *fund assets*. If a guaranteed lump-sum death benefit is insured under the fund-unit-linked life insurance and its amount is greater than the *fund assets*, we will pay out the guaranteed lump-sum death benefit instead of the *fund assets*.

3.3 Additional insurance for disability and death

To protect against the financial consequences of disability, we provide the following options:
- Disability income
- Short-term disability benefit
- Waiver of *premium* in the event of disability

There are two types of pension in each case:
- Disability income in the event of illness or accident
- Disability income in the event of illness

To protect against the financial implications of death we provide the following additional options:
- A fixed lump sum in the event of death resulting from illness or accident
- A lump sum in the event of death resulting from illness or accident, which decreases on an annual basis
- Additional lump sum in the event of death as a result of an accident

3.4 More flexibility with the combined pension plan

Design your own insurance
With its combined pension plan, Swiss Life Vitality Duo offers you flexibility in line with your personal situation. This allows you, for example, to pay future *premiums* into pillar 3b instead of 3a on leaving gainful employment or when your earned income drops.

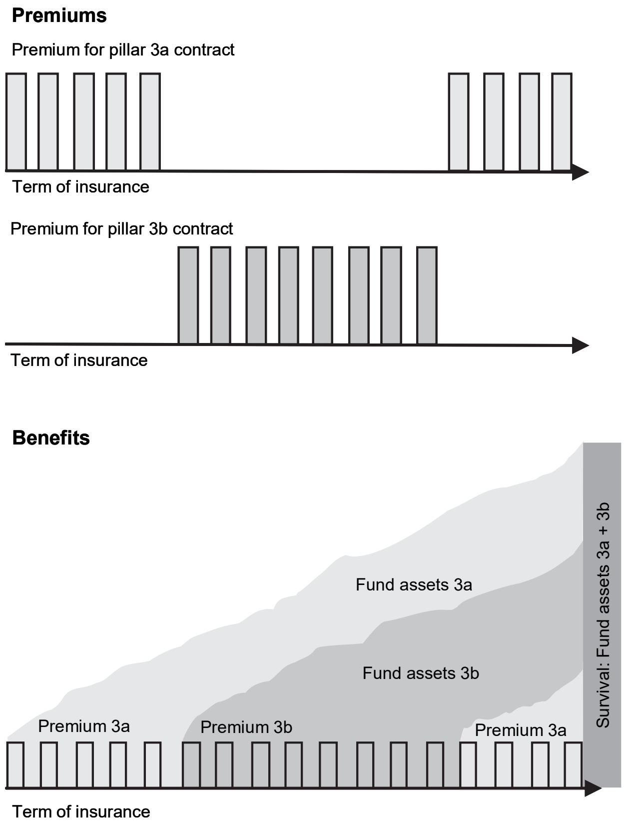
The combined pension plan
Swiss Life Vitality Duo links a pillar 3a and pillar 3b contract, if required, and enables you to switch from pillar 3a to pillar 3b and vice versa, with the *basis for calculation* remaining unchanged. This guarantees that the insurance coverage agreed upon conclusion of the contract continues for the entire term of the contract.

When you switch from pillar 3a to 3b and vice versa, the insurance contract continues as paid-up insurance in the one pillar. Future *premiums* are paid into the insurance contract in the other pillar. Any additional cover for disability or death is maintained through insurance with identical coverage in the other pillar.

The insurance contracts in pillars 3a and 3b have the same expiry date.

With premature termination of either the 3a or 3b insurance contract, you lose the right to a later conclusion of a new (second) insurance contract in the framework of the combined pension plan within the meaning of these General Policy Conditions.

In the case of a combined pension plan, a switch from pillar 3a to pillar 3b becomes necessary if the policyholder no longer fulfils, or only partially fulfils, the preconditions for pillar 3a insurance (termination of gainful employment or reduction of earned income).



If the same amount of *premiums* for the pillar 3b insurance contract is not paid for at least five consecutive years, the *premium* payments are generally subject to stamp duty on life insurance *premiums*. In such cases we will charge the stamp duty to you.

4 Insurance benefits

4.1 Benefit upon survival

If the insured person survives to the expiry of the contract, we will pay out the *fund assets*.

4.2 Death benefits

If the insured person survives the term of the contract, we will pay the *fund assets*. If a guaranteed lump-sum death benefit is insured under the contract and its sum is higher than the *fund assets*, we will pay out the guaranteed lump-sum death benefit instead of the *fund assets*.

The key date of the calculation of the *fund assets* is the date of receipt of the death notice at our *head office* in Zurich. The guaranteed lump-sum death benefit is shown in the *policy*.

Supplementary insurable benefits
The benefits described below are insured if they are stated in the *policy*.

Fixed lump-sum death benefit
If the insured person dies before the contract expires, we will pay out the additionally insured benefit.

Annually decreasing benefit in event of death
The insured death benefit decreases annually by a fixed amount. If the person dies before the contract expires, we will pay out the additionally insured benefit.

Insurance in the event of death due to an accident
If the insured person dies as a result of an accident within two years of the date of the accident, we will pay out the guaranteed additional lump-sum death benefit.

4.3 Benefits in the event of disability

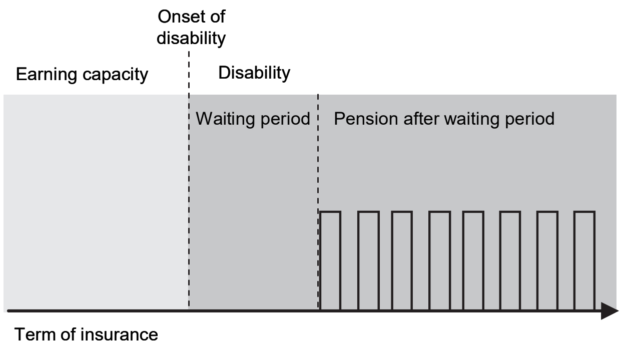
Waiver of premium in event of disability
If the fund-unit-linked life insurance does not comprise a guaranteed lump-sum death benefit, the waiver of *premium* in the event of disability must be covered by mandatory insurance and cannot be excluded. The waiver of *premium* in the event of disability can be included as an additional benefit if a guaranteed lump-sum death benefit is incorporated in the fund-unit-linked life insurance.

Depending on the degree of disability of the insured person, the obligation to pay *premiums* is waived in full or in part after the *waiting period* has expired. In this case we assume responsibility for making the relevant future *premium* payments.

Supplementary insurable benefits
The benefits described below are insured if they are stated in the *policy*.

Disability income
Depending on the degree of disability of the insured person, the agreed benefit is paid out in full or in part after the *waiting period* has expired.

Disability income



Short-term disability benefit
Depending on the degree of disability of the insured person, the agreed benefit is paid out in full or in part for a maximum of 21 months after the *waiting period* of three months has expired.

If the insured person becomes disabled again after having recovered full earning capacity, a maximum benefit period of 21 months applies, if one of the following conditions is met:

- A new onset of disability due to the same cause, after the insured person was fully capable of earning for the last twelve months
- Disability due to another cause.

Definition of disability
An insured person is disabled if, due to a medically and objectively established illness or an accident, the person is totally or partially incapable of working in their own occupation or in any other suitable occupation, resulting in a loss of earnings. Any suitable occupation is one which corresponds to the insured person's abilities and situation in life, even if the requisite knowledge and skills must first be acquired through retraining.

The basis for determining the degree of disability – depending on the insured person's situation in life – is their occupation, their earned income, or a combination of both factors. If the insured person earns an income, the benefit to be granted is determined by the degree to which this income falls short of the prior income, expressed in percent. If the insured person does not pursue any gainful activity, a comparison with the previous level of gainful activity determines the degree of disability.

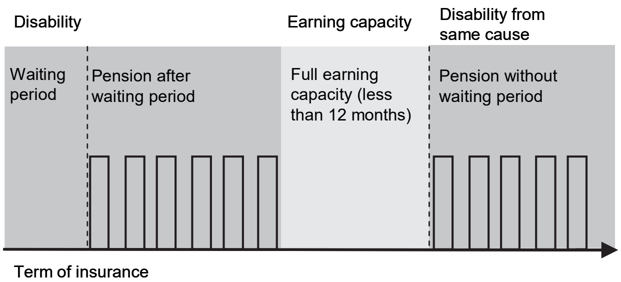
With a degree of disability of $66^2/_3$% or more, an entitlement exists to the full benefit. If the degree of disability is less than 25%, there is no entitlement to benefits.

The agreed annuity is paid out in full or in part following expiry of the *waiting period*.

We do not enforce a new *waiting period* if, within 12 months of resuming full earning capacity, disability reoccurs due to the same cause. The condition for full earning capacity is met if the degree of disability is less than 25%.

The disability benefit represents a form of casualty insurance, because the extent of the injury or impairment (degree of disability) – rather than the event – determines the level of the benefit. We will renounce our right of enforcement of a possible over-insurance and the thereby reduction involved in the indemnity event.

Waiting period overview



4.4 Extent of coverage

Worldwide cover
The insurance cover is valid worldwide, provided no expressly agreed exclusion applies.

Gross negligence
We will waive a reduction of benefits if a claim is the result of gross negligence.

Increased risk
Increases in risk after the application is signed are covered.

4.5 Exclusions

Death by suicide
If the insured person commits suicide within three years after the commencement of the insurance, there is no insurance coverage in the event of death. We will only pay the *surrender* value of the insurance. A new three-year period begins if the death coverage is increased.

These stipulations also apply if the insured person was non compos mentis or suffering from diminished competency at the time of suicide.

If the insured person commits suicide after the three-year period has expired, full coverage is retained.

Restrictions with regard to disability
There will be no entitlement to benefits if the disability has been intentionally self-inflicted or is the result of active participation in a war, war-like activities or civil disturbances.

Entitlement to benefits in the event of disability (annuities and/or waiver of premium) lapses as soon as the insured person gives up their residence in Switzerland and possesses neither Swiss citizenship nor the C settlement permit.

Restrictions with regard to death
There will be no insurance coverage if the death of the insured person is the result of active participation in a war, war-like activities or civil disturbances. We will only pay the *surrender* value of the insurance.

4.6 Bonus

Guarantee and bonus
With fund-unit-linked life insurance, positive returns result if the actual risk and cost experiences are more favourable than was assumed when calculating the *premiums* for the insured benefits applied for.

We pass on your share of the positive returns to you in the form of *bonuses*.

As investment income and risk and cost experience are particularly prone to fluctuations, future *bonus* distributions cannot be guaranteed.

Bonus reserve
At the end of the financial year, we determine the share of the positive result to be allocated to the *bonus* reserve. The *bonus* reserve enables us to offset, to a certain extent, annual fluctuations in the *bonus* allocation.

Terms of bonus allocation
We determine the amount to be taken from the *bonus* reserve annually and allocate it to our customers.

Risk *bonuses*, cost *bonuses* and interest *bonuses* are allocated monthly.

Bonuses allocated under the insurance contract are incorporated into your insurance contract in the form of additional *fund units*.

Annual information and modification clause
We inform you annually of the *bonus* allocation.

We are entitled to change the terms and conditions of the *bonus* allocation and the *bonus* application system during the term of your insurance contract, but we are obliged to inform you and the supervisory authority in advance of any such changes.

4.7 How do you receive your benefit upon survival?

We pay the benefit upon expiry of the insurance in accordance with your payment instructions.

4.8 Procedure in the event of death

We must be informed as soon as possible of the death of the insured person or the policyholder. We provide you with the forms required in addition to the *policy* and the official death certificate.

We are entitled to request further clarifications, documents and reports which we deem necessary to examine and evaluate the scope of benefits. In order to establish the entitlement to benefits, we may request copies of the will, the family certificate, and the certificate of inheritance or other documents.

Once we have completed our clarifications, we pay the benefits to the entitled persons.

4.9 How do you receive your disability benefits?

The disability of the insured person must be reported to us at least one month prior to expiry of the *waiting period*. If the notification of disability is made at a later date, the entitlement will only be applicable from the date of notification.

During the period in which the claim for disability benefits is being examined, *premiums* remain due in full. When the claim to disability benefits is recognised, we reimburse any excess *premiums* you have paid.

We reserve the right to request medical examinations by a doctor or to obtain further information from the insured person or a third party. In this regard, you are obliged to provide us with the necessary information or to enable us to procure such information.

You must notify us immediately of any change in the degree of disability or professional activity while you are receiving disability income or during a period in which the *premium* is being waived. We reserve the right to review your disability status at any time. Any excess or unwarranted benefits received must be reimbursed.

5 Valuable information on the premiums

5.1 Premium calculation

The *premiums* for the insured benefits are determined using the *basis for calculation* applied to this insurance contract.

The *premiums* for disability income are based on the risk category assigned to the insured person. The allocation into risk categories is based on the occupation exercised, the education and training completed and the nature of employment of the insured person, or other criteria.

The risk category applicable on conclusion of the contract applies for the entire term of the insurance. If the benefit is increased or an additional benefit is included in the contract during the term of the insurance, the current risk category is applied at the time of the increase or inclusion.

5.2 Premium guarantee

Upon conclusion of the contract, the *premiums* agreed are guaranteed for the entire term of the contract, with the exception of the *premiums* to finance disability income. These *premiums* can be adjusted annually in line with the claims experience. The *premiums* cannot be adjusted while disability income is being received.

5.3 Notes on premium payments

Swiss Life Premium Vitality Duo is financed with monthly *premiums*. The amount of your *premiums* is stated in your *policy* and in your *detailed statement*. The initial *premium* is payable upon conclusion of your insurance contract. You can pay subsequent *premiums* by direct debit.

The *premium* is only considered to have been paid if all previously due *premiums* have also been received in full.

5.4 What happens if you do not pay the premiums on time?

Initial premium
If you do not pay the initial *premium* on time we will send you a reminder. If the *premium* has still not been paid by the 14-day payment period stated in the reminder, the insurance contract will be terminated.

Subsequent premium
If you fail to pay a subsequent *premium* on time we will send you a reminder. If the *premium* has still not been paid after expiry of the 14-day payment period stated in the reminder, we will convert the insurance contract to paid-up insurance or terminate the contract if conversion is not possible.

5.5 Premium interruption

Pillar 3a
After three insurance years at the earliest and the payment of three whole annual premiums, you may request premium interruption for a maximum of one year. The start and end of premium interruption must always fall on a premium due date.

Premium payments are suspended for a maximum of one insurance year during the interruption. The premium due during the interruption is taken from the insurance contract, which reduces the survival and death benefits. Any supplementary insurance is unaffected. The premium taken from the insurance contract is treated as a credit balance within the insurance contract and doesn’t earn interest or entail any bonus entitlement. The credit is used to finance any premiums due during the interruption plus any interest rate risk financing costs.

In the event of death or surrender any remaining share of this credit will be paid out.

In the case of indexed contracts, where premiums are based on the maximum deduction from pillar 3a, a switch to level premiums may be necessary prior to the start of the premium interruption.

No more than three premium interruptions are permitted during the contract term.

Pillar 3b
After five insurance years at the earliest and the payment of five whole annual premiums, you may request premium interruption for a maximum of one year. The start and end of premium interruption must always fall on a premium due date.

Premium payments are suspended for a maximum of one insurance year during the interruption. The premium due during the interruption is taken from the insurance contract, which reduces the survival and death benefits. Any supplementary insurance is unaffected. The premium taken from the insurance contract is treated as a credit balance within the insurance contract and doesn't earn interest or entail any bonus entitlement. The credit is used to finance any premiums due during the interruption plus any interest rate risk financing costs.

In the event of death or surrender any remaining share of this credit will be paid out.

No more than three premium interruptions are permitted during the contract term. There must be a minimum of five years between two premium interruptions, with the last interruption finishing no later than five years prior to expiry of the contract.

If the premium interruption triggers insurance premium stamp duty, we will pass on this charge to you.

5.6 Conversion to paid-up insurance and the implications

You may request for your life insurance to be converted to paid-up insurance. If conversion to paid-up insurance is possible, this takes effect from the due date of the first unpaid *premium*.

Consequences of conversion to paid-up insurance
An insured lump-sum death benefit under the fund-unit-linked life insurance is reduced. All additional insured benefits lapse.

In particular it should be noted that after full conversion to paid-up insurance in the one pillar of the insurance contract for which premiums had been payable, the benefits of the insurance contract which is already paid up in the other pillar are reduced. The reason is the transfer of costs from one contract to the other.

If, in the case of conversion to paid-up insurance, the insured person is still entitled to disability income, we will continue to pay it. A new cause of disability does not give rise to an entitlement to disability income nor to an increase in the disability income. The disability benefits can be adjusted following a reduction in the degree of disability. Disability income is not entitled to a *bonus* after conversion to paid-up insurance.

The entitlement to disability income ceases as soon as the degree of disability falls below 25%, however, at the latest, at the end of the contractually agreed benefit period.

5.7 Additional pillar 3a payments

During the term of the contract, you may make additional payments, taking into account the legally stipulated maximum amounts, or you may apply for a transfer of pension *fund assets* from another pillar 3a employee benefits institution. With additional inpayments, the *basis for calculation* at the time of the inpayment can become applicable.

5.8 Tax deductibility of premiums

In pillar 3a
In the case of direct taxes at federal, canton and municipality levels, employees and the self-employed can deduct their *premiums* for tax-qualified provisions (pillar 3a) from their income, up to the legally stipulated maximum amounts. An additional incoming payment from assets transferred from another pillar 3a employee benefits institution cannot be deducted from taxable income.

Premiums for tax-qualified provisions may be paid for up to five years after attainment of the normal AHV retirement age, provided that you can prove you are still gainfully employed.

Further advantages in pillar 3a
We enable you to adjust the *premium* with supplementary payments every calendar year to obtain the maximum possible tax-deductible amount.

In pillar 3b
In the case of non-tax-qualified provisions (pillar 3b), your insurance *premiums* are tax-deductible in accordance with the flat-rate deduction.

5.9 How we use your premiums

Your *premiums* for unit-linked life insurance are used to finance your investment and to cover the costs associated with your insurance. The *investment* of the *savings premium* involves allocating the relevant number of *fund units* to the assets underlying the insurance contract. Such allocation occurs within five working days of receipt of the *single premium* or your purchase order. The costs incurred with your insurance consist of the costs for insurance coverage in the event of death and expenses for advisory services and for the conclusion and management of the contract.

If your contract includes supplementary insurance benefits in the event of death or disability, these *premiums* cover the costs for the additional insurance coverage and the additional expenses for advisory services and for the conclusion and management of the contract.

5.10 Choice of funds

We offer you a selection of different *investment funds*. You decide, on concluding the contract, whether the *savings premiums* should be allocated to one or several *investment funds* (fund mix).

We ensure that all *investment funds* comply with the investment regulations pertaining to pillar 3a.

Fund mix
In the fund mix you decide how your *savings premiums* should be allocated to *the investment funds* available. You can change the fund mix for the investment of your future *savings premiums* at any time.

Fund switch
During the term of the insurance contract you can reallocate the value of the *fund units* partly or entirely within the available *investment funds*.

5.11 Commissions and duties

We charge an issuing commission on the *investment* of your *savings premium* in *investment funds*. The amount of the issuing commission per *investment fund* is shown on the fund overview, which you can order from our Customer Services or download from www.swisslife.ch/premiumvitalityduo.

In the case of *divestment* we waive our commission. If stamp duty is due, for example from buying and selling units in *investment funds* governed by foreign law, we will deduct it from the fund assets.

5.12 Use of distributions from investment funds

Any distributions (including any reclaimable withholding tax) from *investment funds* are reinvested in *investment funds* of the selected *fund portfolio*. The resulting number of *fund units* is then allocated to the assets underlying the insurance contract. There is no commission due.

5.13 Change in the range of funds

We may change the range of *investment funds*, by investing the value of the *fund units* in another *investment fund*, without charging commissions. We will notify you in writing of a change in *investment fund*.

Opportunities and risks
If the value of the *investment fund* increases, the *fund assets* in your insurance contract also increase. Similarly, if the value falls, the *fund assets* also decrease. This market risk is borne by you.

We would like to point out that if the *fund assets* perform badly, the costs for covering the mortality risk may rise.

Information on the *investment fund* can be found in the relevant fund brochures. These are available free of charge at www.swissfunddata.ch and www.fundinfo.com, from your insurance advisor or from our *head office*.

5.14 Exit management

You can include exit management when you make your application.

Exit management allows the gradual exit from the selected *investment funds* into a low-risk investment defined by us.

No commissions are charged for reallocations made as part of exit management. Reallocations of *investment fund* units may be subject to stamp duty.

We pay out the *fund assets* upon expiry of the contract.

6 Your insurance contract

Persons participating in the insurance contract
The persons defined below may participate in the insurance contract in various roles:

You are the **policyholder**. As the policyholder, you conclude the insurance contract with us. You thus assume the associated rights and obligations.

The **insured person** is the person on whose life the insurance has been taken out. With Swiss Life Premium Vitality Duo the policyholder and the insured person are identical.

As the policyholder, you are the **premium payer**, unless you have named another person as the premium payer.

The **beneficiaries** are the individuals entitled to the insurance benefits. You can designate the beneficiaries.

6.1 Notes on the conclusion of your insurance contract

We examine your application and notify you of our decision in writing. The insurance contract is concluded upon acceptance of the application. Issuance of the *policy* signifies acceptance of the application.

Duty to disclose
In the case of conclusion of the insurance contract, the arrangement of additional benefits, an increase in benefits or shortening of the *waiting period*, you must answer our questions fully and truthfully.

If you provide any incorrect or incomplete information, we may give notice on the insurance contract within four weeks of becoming aware of the failure to observe the disclosure requirement.

Revocation of application
If you rescind the application in writing within 14 days of signing, you are released from all obligations vis-à-vis us and the insurance contract does not come into effect.

Your insurance coverage expires once you send the notification of revocation.

Preconditions for concluding a pillar 3a contract
It is only possible for employees and the self-employed to conclude pillar 3a contracts.

Spouses or registered partners may only take out a tax-qualified individual insurance product on their own behalf. Therefore, every spouse or registered partner in gainful employment must take out their own pillar 3a insurance contract.

6.2 Duration of your insurance coverage

Provisional life insurance coverage
The provisional insurance coverage commences upon receipt of your signed application at our *head office* in Zurich but, at the earliest, on the date from which coverage has been requested.

We grant no provisional insurance coverage if the insured person
- dies before the commencement date applied for, or
- was being treated by a doctor at the time of making the application or has been undergoing treatment during the past six months, or
- was not fully capable of working at the time of making the application.

The provisional coverage lasts no longer than 60 days and lapses upon acceptance or rejection of your application.

The provisional insurance coverage is limited to CHF 300 000 for one person.

Definitive coverage
The definitive insurance commences as soon as the contract is concluded but, at the earliest, on the date from which coverage has been requested.

The definitive insurance ends
- upon survival of the insurance term
- upon the death of the insured person
- upon premature termination of the contract.

6.3 Partial or full surrender of your contract

Partial surrender
You are entitled to ask for a part of the *surrender* value of your insurance contract to be paid out. Partial *surrender* reduces an insured lump-sum death benefit under the fund-unit-linked life insurance. The new insured benefits are to be documented in an updated *policy*.

Full surrender
You are entitled to ask for the full *surrender* value of your insurance contract to be paid out. If you opt for a full *surrender*, your insurance contract is terminated.

If, in the case of *surrender*, the insured person is still entitled to disability income, we will continue to pay it. A new cause of disability does not give rise to an entitlement to disability income nor to an increase in the disability income. The disability benefits can be adjusted following a reduction in the degree of disability. Disability income is not entitled to a *bonus* after a full *surrender*.

The entitlement to disability income ceases as soon as the degree of disability falls below 25%, however, at the latest, at the end of the contractually agreed benefit period.

Calculating the surrender value
The insurance does not have a *surrender* value for the first twelve months.

The *surrender* value corresponds to the *fund assets* minus unamortised advisory and acquisition costs, at least, however, to two thirds of the *fund assets*. The *fund assets* are calculated on the basis of the current closing price (redemption price) of the *investment fund* established by the fund company. No redemption commissions are charged. The key date for calculating the *surrender* value is the requested date of *surrender*; at the earliest however, the date the request to *surrender* is received at our Zurich *head office*.

Special points to note on the surrender of pillar 3a life insurance
Please note that *surrender* of a pillar 3a policy is only possible in the cases described below.

Full *surrender* only is possible under the following conditions:
- You are drawing full disability income from the federal disability insurance (IV) and the disability risk (disability income or waiver of *premium* in the event of disability) is not insured in your pillar 3a contract,
- You use the paid benefit to purchase benefits in a pension fund or other legally recognised form of future provisions.

Provided written consent has been provided by the spouse or registered partner, full *surrender* only is possible under the following conditions:
- You have been self-employed up to now and are taking up a different type of work on a self-employed basis.
- You are leaving Switzerland permanently.
- You are taking up self-employment and are no longer subject to mandatory insurance.
- The *surrender* value of your insurance contract is less than the annual *premium*.

Provided written consent has been provided by the spouse or registered partner, partial or full *surrender* is possible under the following conditions:
- You are using the payment to purchase or construct an owner-occupied residential property, to co-own an owner-occupied residential property or to repay a mortgage loan for owner-occupied residential property.

You can apply for partial *surrender* in connection with owner-occupied property only once every five years. From the age of 59 for women and 60 for men, only full *surrender* is permitted.

You may ask to *surrender* your *policy* in full at any time from five years prior to reaching the normal retirement age under the AHV.

Important information about the surrender option
We would like to point out that a *surrender* may put you at a financial disadvantage. Thus we recommend that you first turn to us for advice.

In particular it should be noted that after a full surrender in the one pillar of the contract for which premiums had been payable, the benefits of the contract which is already paid up in the other pillar are reduced. The reason is the transfer of costs from one contract to the other.

6.4 Terminating your insurance contract prematurely

You may give notice on your insurance contract at any time. We will terminate your contract on the date requested by you, at the earliest, however, on the date the written notification of termination is received at our *head office* in Zurich. Terminating the insurance contract results in a full *surrender* of your insurance.

Please note that premature termination of a pillar 3a insurance contract is only possible if one of the legally stipulated reasons arises.

6.5 Annual statements

At the beginning of each calendar year, you will receive, for enclosure with your tax declaration,
- a certificate showing the amount of *premiums* you have paid into the pillar 3a insurance
- a certificate showing the tax value of the pillar 3b insurance
- a certificate showing the disability income drawn under pillar 3a and 3b in the previous year.

At the beginning of every new *insurance year*, we also provide you with an overview of the insured benefits and the balance of the *fund assets*.

6.6 Establishing the order of beneficiaries

By means of a written beneficiary declaration, you can establish to whom the benefits should be paid in the event of survival or death. The declaration documents the beneficiary's own right to the insurance entitlement allocated to that person. In the event of death, that entitlement does not become part of your estate. If you fail to designate beneficiaries under your pillar 3b insurance, the insurance entitlement goes into your estate.

Designation of beneficiaries in pillar 3a
The following persons are prescribed by law as beneficiaries in pillar 3a:
a. in the event of survival, you as the policyholder.
b. after your death, the following persons in the order listed below:
1. the surviving spouse or surviving registered partner, in the absence of whom
2. direct descendants as well as natural persons who were largely dependent on the deceased for their support, or a person who had cohabited with the deceased in a continuous marriage-like relationship in the five years prior to the latter's death, or must support one or more children from the relationship, in the absence of whom
3. the parents, in the absence of whom
4. the siblings, in the absence of whom
5. the other legal heirs.

You may designate one or more of the persons cited under item 2 as beneficiaries and define their entitlements in greater detail. In addition, you may change the order of beneficiaries under item b, numbers 3 to 5 and define their entitlements in greater detail.

Designation of beneficiaries in pillar 3b
Under pillar 3b there are no limitations with regard to the designation of beneficiaries, and you may change or revoke a beneficiary designated at the beginning of the insurance contract at any time during the contract term, except in the case of an irrevocable beneficiary.

Irrevocable beneficiary
Under pillar 3b you can designate an irrevocable beneficiary. This designation must be stated on the *policy* and signed by you. You are also obliged to inform us of the irrevocable designation and to hand over the *policy* to the irrevocable beneficiary. It is then no longer possible to change or rescind the designation of an irrevocable beneficiary without the latter's authorisation.

6.7 Pledging and assigning your insurance entitlements

Entitlements from insurance contracts can be pledged or assigned to third parties. In order to be valid, the pledge or transfer must be made in writing, the *policy* must be handed over to the third party and we must be notified in writing.

Special points to note with pillar 3a
Entitlements to benefits from pillar 3a insurance contracts cannot be pledged or assigned to third parties, except in the following cases:
- You can pledge the entitlement to insurance benefits to purchase owner-occupied residential property, to co-own an owner-occupied residential property or to defer the repayment of mortgage loans. The provisions on encouragement of home ownership under Art. 30b of the Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans (BVG), Art. 331d of the Swiss Code of Obligations (OR) and Art. 8 to 10 of the Ordinance on the use of occupational pension savings for home ownership (WEFV) apply accordingly.
- You may transfer your entitlement to retirement benefits in full or in part to your spouse, or this may be done by a court, if the marital property is dissolved for any reason other than death. We are obliged to transfer the stipulated sum to a pillar 3a institution designated by your spouse in accordance with Art. 1 cl. 1 of the Ordinance on the Fiscal Deduction of Contributions to

Recognised Pension Plans (BVV 3) or a second pillar employee benefits institution, subject to the provisions of Art. 3 BVV 3 (advance payment of benefits). The same applies to the legal dissolution of a registered partnership if both partners have arranged that the assets are to be divided in accordance with the legal provisions pertaining to the community of acquisitions.

6.8 Granting an interest-bearing loan

We can offer you an interest-bearing loan in exchange for the pledging of your insurance benefits under pillar 3b, provided that your contract has a *surrender* value.

The interest and repayment terms are defined in a loan agreement.

When we pay out the insurance benefit, or a portion or the entire amount of the *surrender* value of the insurance, we offset any outstanding loan receivables and interest. The same applies to conversion of the insurance contract to paid-up insurance.

6.9 Notices and disclosure obligation

Notifications are to be addressed to us as follows:
Swiss Life Ltd
P.O. Box
8022 Zurich

We will send your notifications to the most recent address known to us.

You are obliged to notify us immediately of all changes to contract data (for example concerning your name, your residential or correspondence address, the controlling persons of legal entities or the beneficial owner).

6.10 Special agreements

Special agreements only apply if they have been confirmed in writing by two authorised signatories of our *head office* in Zurich.

6.11 Place of performance

The place of performance is the Swiss domicile of the entitled person. If the entitled person has no Swiss domicile, the place of performance is our *head office* in Zurich.

6.12 Data protection

General
We handle your data and the insured person's data with the utmost confidentiality and process it in accordance with the Swiss Federal Act on Data Protection. Under these terms, it is permissible to process data if the data protection legislation or other legal regulations so permit or when explicit consent has been given.

Your personal data and/or the insured person's personal data are required for processing the application, calculating the *premiums*, administering the insurance contract and processing the benefits upon occurrence of the insured event.

Data processing
Data processing refers under the data protection law to all activities involving personal data, especially when data is obtained, stored, used, altered, disclosed, archived or destroyed. Your data and/or the data of the insured person are maintained and archived in electronic or physical form in compliance with the relevant legal provisions. We process data obtained from insurance applications, insurance contracts and reported claims.

To enable us to process applications and review benefits, your health data is also procured and processed by our medical services unit. In doing so, we always honour a doctor’s professional obligation to maintain confidentiality with regard to the contracting parties.

Subject to observance of the applicable data protection provisions, we may fully or partly outsource business areas and services (e.g. contract administration, payment transactions, IT) to third parties in Switzerland and abroad, also for the processing and handling of (personal) data.

Consent to using data
By signing this application, you grant us the authorisation to check your application and to procure, process and save any data required to perform the contract; this includes clarifications with third parties if necessary (e.g. previous insurers, public authorities, doctors, hospitals). In addition, you authorise us to use the data for statistical evaluations (e.g. market research) and marketing purposes within the Swiss Life Group. If we should establish an additional benefit requirement on the basis of the data supplied, you authorise us to identify any gaps in coverage and to forward the data to the responsible bodies or to our cooperation partners.

Data exchange
To safeguard the interests of all policyholders, data may be exchanged with previous insurers and reinsurers in Switzerland and abroad. This data exchange assists in the risk-balancing process and with the setting of fair *premiums.* Such data exchange can also take place within the Swiss Life Group.

Data storage
We store the data procured in the course of processing the application and contract in client files and in contract administration and benefits systems.

Contract data and business correspondence are retained for at least ten years after termination of the contract. By law, claims data must be retained for at least ten years after settlement of the claim.

Right to receive information and correct data
You and the insured person are entitled to request details about what specific information we process about you and the insured person. Furthermore, you and the insured persons also have the right to have any erroneous data corrected or destroyed.

6.13 Amendment of the General Policy Conditions

Changes in the law and judicial or official requirements
If a provision of these General Policy Conditions has to be changed or cancelled as a result of a change in law, a judicial decision or a legally binding order of a public authority, we will amend this provision, taking into account as far as possible the interests of both contracting parties.

Administrative reasons
If necessary for administrative reasons, we are entitled to modify this product (e.g. within the context of data transfers or changes to administration systems) and to amend the General Policy Conditions accordingly. In such a case, the insurance benefits provided will be of at least an equivalent level and the *premium* will remain unchanged.

Implementation of an amendment
If amendments to the General Policy Conditions, as described above, have to be made during the term of the contract, the new conditions shall apply from the date these amendments come into effect. We will notify you in writing of such an amendment.

6.14 Limitations on sales outside Switzerland

Any relevant limitations on the sale of products and services must be observed for individuals who are resident outside Switzerland. This life insurance may not be concluded with, or transferred to, any person who is resident in, or a national of, the USA and its sovereign territories. However, there is no restriction on the designation of such persons as beneficiaries provided benefits are paid in a lump sum.

6.15 Contacts

If you have any questions, please do not hesitate to contact us. You may also contact the Foundation of the Ombudsman of Private Insurance and of SUVA free of charge:
- Foundation of the Ombudsman of Private Insurance and of SUVA, P.O. Box 2646, 8022 Zurich
- Ombudsman de l'assurance privée et de la SUVA, case postale 2608, 1002 Lausanne
- Ombudsman dell'assicurazione privata e della SUVA, Casella postale 10, 6903 Lugano

Please note that the Foundation of the Ombudsman of Private Insurance and of SUVA does not offer any insurance advisory services.

6.16 Applicable law

Your insurance contract is governed by Swiss law. For tax-qualified provisions (pillar 3a), the Ordinance on the Fiscal Deduction of Contributions to Recognised Pension Plans (BVV 3) applies in particular.

6.17 Place of jurisdiction for claims arising from your insurance contract

Claims arising from or in connection with this contract are to be brought before a court of jurisdiction at your Swiss domicile or at the Swiss domicile of the entitled person or at our *head office* in Zurich.

7 Contractual relationship in the event of war

The provisions apply to all the life insurance contracts of life insurance companies operating in Switzerland.

7.1 Military service

Active service for the preservation of Swiss neutrality or for the maintenance of internal peace and order, without operations of war in either case, shall be regarded as military service in time of peace and, as such, shall be automatically included within the framework of the General Policy Conditions.

7.2 War

If Switzerland is involved in a war or warlike operations, then a once-and-for-all war contribution, as due from the commencement of war, shall become payable one year after the cessation of the war. Whether the insured person takes part in the war or not or resides in Switzerland or abroad shall be irrelevant.

The war contribution shall serve to cover losses caused directly or indirectly through war, insofar as such losses affect the policies to which the present conditions apply. The ascertainment of such war losses and of the funds available for coverage, as well as the assessment of the war contribution and the manner of its recovery – if necessary, by reduction of the insured benefits – shall be undertaken by Swiss Life in agreement with the supervisory authority.

Should benefits become due under the policy before the war contribution is assessed, Swiss Life shall be entitled to withhold an appropriate portion of such benefits for a period of up to one year from cessation of war. The portion of benefits to be so withheld and the rate of interest thereon shall be determined by Swiss Life in agreement with the supervisory authority.

The dates to be regarded as date of commencement and date of cessation of war for the purposes of the above provisions shall be determined by the supervisory authority.

Should the insured take part in any war or warlike operation, without Switzerland itself being involved in war or warlike operations and die within the duration of such war or within six months after conclusion of peace or cessation of hostilities as the case may be, Swiss Life will be liable to the extent of the actuarial reserve of the policy as computed at the date of death, the liability in no case exceeding the death benefit insured. Where a reversionary annuity is insured, then the liability will be for an annuity corresponding to the actuarial reserve as calculated at the date of death and in no case exceeding the annuity insured.

Swiss Life reserves the right to modify the provisions relating to coverage in the event of war in agreement with the Swiss supervisory authority. Moreover, the measures decreed by law or by administrative authorities in connection with any war, in particular those relating to surrender of the insurance, are also expressly reserved.