

# **Conditions VIAC Life "Plus"**

Capital insurance in the event of death or disability due to illness or accident



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# **A Introduction**

With VIAC Life "Plus", a one-time lump-sum benefit is insured in the event of disability or death to cover the financial consequences in the event of disability or death due to illness or accident.

The insurance coverage is a lump-sum insurance, i.e. upon occurrence of the insured event, the insured sum listed in the insurance profile is paid out. The amount of disability benefits depends on the determined degree of disability.

For the benefits, VIAC Services AG, hereinafter "VIAC", has concluded a group life insurance contract with Helvetia Swiss Insurance Company Ltd, hereinafter "Helvetia", who is regulated by FINMA.

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

A direct right of claim of the insured person against Helvetia is excluded. VIAC's obligation to pay benefits to the insured person is limited to the insurance benefits that VIAC itself receives from the insurance contract for the insured person.

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

The following VIAC Life "Plus" conditions reflect the conditions in the group life insurance contract.

#### **B** Fundamentals

#### 1 What are the fundamentals of VIAC Life "Plus"?

The fundamentals of VIAC Life "Plus" are based on the individual application, the applicable conditions, and the provisions of the Swiss Federal Law on Insurance Contracts (VVG).

#### 2 Who can apply for an insurance?

Pension clients who have either a VIAC Pillar 3a relationship with WIR Bank's Terzo Pension Foundation or a VIAC vested benefits relationship with WIR Bank's Vested Benefits Foundation and are domiciled in Switzerland.

# 3 What risks are insured?

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

The minimum insurance benefit for the risks of death and disability is CHF 50,000 each, the maximum insurance benefit is CHF 300,000 each. No benefit adjustment is possible between a notification of a claim and the conclusion of the benefit clarification.

# 4 What is not insured?

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

If the person entitled to benefits has caused the insured event intentionally or by intentionally committing a felony or misdemeanour, there is no entitlement to benefits.

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

In the event of suicide of the insured person, death benefits will be paid without reduction. There is no entitlement to death benefits if an insured person dies during the first three insurance years as a result of suicide or the consequences of an attempted suicide.



# **C** Definitions

#### 5 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 for work (Art. 3 ATSG).

#### 6 What counts as an accident?

Accident is the sudden, unintentional damaging 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).

# 7 How is incapacity for gainful employment defined?

Incapacity for work is the full or partial inability to perform reasonable work in the previous occupation or field of activity due to an impairment of physical, mental or psychological health. In case of a long duration, reasonable work in another profession or field of activity is also taken into account (Art. 6 ATSG).

#### 8 How is disability for work defined?

Disability for work is the total or partial loss of earning capacity on the relevant balanced labor market caused by impairment of physical, mental or psychological health and remaining after reasonable treatment and integration (Art. 7 ATSG).

#### 9 How is the insurance period defined?

The insurance period represents the period for which the invoice amount of the insurance coverage is calculated. The insurance period corresponds to a duration of one year.

# D Features of the insurance coverage

# 10 When does the insurance coverage begin?

Insurance coverage begins on the day following payment of the invoice amount for the insurance period by credit card. An individual application including a positive risk assessment is mandatory for insurance coverage.

Insurance coverage can be applied for from the age of 18.

The insurance must be applied for before the insured person reaches the age of 60.

If an insured person has taken out a disability and a lump-sum death benefit and becomes disabled within one year and subsequently dies, only the higher of the two insured benefits is payable.

## 11 When does the insurance coverage end?

The insurance cover expires automatically:

- upon the death of the insured person
- with the payment of a disability lump sum
- when the insured person reaches the regular AHV age
- by termination at the end of the insurance period of the respective insurance cover
- as soon as the status of "US person" is obtained in accordance with the applicable FATCA regulations
- by changing domicile abroad at the end of the insurance period of the respective insurance cover

The insurance shall also expire upon termination of the underlying group life insurance contract between Helvetia and VIAC. The insured person will be notified of the dissolution by VIAC in electronic text form (e.g. by email) no later than 1 month before the insurance cover expires.

The termination of the VIAC Pillar 3a relationship with the Terzo Pension Foundation of WIR Bank or the VIAC vested benefits relationship with the Vested Benefits Foundation of WIR Bank does not lead to the termination of the insurance coverage.



#### 12 How and when can I terminate?

The insured person may terminate the insurance coverage at any time at the end of the insurance period. Notice of termination must be given via the VIAC platform (mobile app and/or desktop app), in electronic text form (e.g. by email) or to the following address: VIAC Services AG, Innere Margarethenstrasse 2, 4002 Basel.

## 13 Duty of disclosure and breach of duty of disclosure in underwriting

For the risk assessment, the person to be insured must answer the questions asked about the state of health completely and truthfully. If the answers to the health questions provided are incorrect or concealed, VIAC may terminate the insurance coverage in writing or in electronic form (e.g. by email) within 4 weeks after becoming aware of the breach of the duty of disclosure. The termination of the insurance coverage becomes effective upon receipt by the insured person.

In the event of termination due to a breach of the duty of disclosure, the obligation to provide benefits for insured events that have already occurred and whose occurrence or scope was influenced by incomplete or incorrect disclosed facts shall also expire. If benefits have already been paid for such insured events, they will be reclaimed.

# 14 Can coverage adjustments be made?

An increase in coverage is possible at any time before reaching the age of 60 and is subject to a risk assessment. A new invoice will be issued for this purpose. Any existing invoice credit for the existing level of coverage will be deducted in the new invoice The increased coverage applies from the day following the application and causes a new one-year insurance period to begin.

The reduction of the insurance coverage can be made at any time, regardless of the risk assessment and the age. A new invoice will be issued for this purpose. Any existing invoice credit for the existing level of coverage will be deducted in the new invoice. The reduced coverage applies from the day following the application and causes a new one-year insurance period to begin.

Coverage adjustments that result in a credit will be refunded via the insured person's personal account after deduction of a 1.1% processing fee (as a result of the credit card fees incurred).

# 15 Can I withdraw from the insurance coverage?

The insured person may withdraw from the insurance cover within 14 days of application. The invoice amount already paid for the insurance cover will be refunded after deduction of a processing fee of 1.1% (as a result of the credit card fees incurred). The insurance coverage is retroactively invalid from the beginning of the insurance coverage. The right of withdrawal only applies to the initial application.

# **E** Financial

# 16 How is the invoice amount of the insurance coverage calculated?

Factors such as age, gender, amount of the insured benefit and the risk covered are included in the calculation.

#### 17 How is the invoice amount for the insurance coverage paid?

The invoice amount for the insurance cover is charged annually and is payable in advance by credit card. It is invoiced separately and is not charged to the 3a and/or vested benefits account.

Payment for the first insurance period is made by credit card when the application is submitted. Invoice amounts for subsequent insurance periods (follow-up invoices) will be paid by debiting the credit card 2 weeks before the end of the respective insurance period. If the subsequent invoice is not successfully debited, the insurance coverage expires on the expiration date.



# **F Services**

# I) Disability capital

#### 18 When is there an entitlement to disability capital?

An entitlement to a lump-sum disability benefit arises if an insured person is unable to work as a result of illness or accident and is subsequently awarded an unlimited pension from the Federal Disability Insurance on the basis of this cause. The benefits from the disability capital are adjusted to the degree of disability.

- In the event of a disability of 70% or more, there is an entitlement to the full insured benefits.
- For a disability of 50%-69%, the entitlement to insured benefits is equal to the percentage of the degree of disability
- In the event of a disability of less than 50%, there is an entitlement to the insured benefits according to the following proportions:

Degree of disability	Entitlement to insured benefits
49 %	47.5 %
48 %	45 %
47 %	42,5 %
46 %	40 %
45 %	37,5 %
44 %	35 %
43 %	32,5 %
42 %	30 %
41 %	27,5 %
40 %	25 %

- If the degree of disability is less than 40 %, there is no entitlement to the insured benefits.

In order to be entitled to benefits, it is mandatory to submit a legally binding decision of the Federal Disability Insurance (IV) on the unlimited award of a pension, together with the corresponding preliminary decision. Without such a decision, there is no entitlement to a disability lump sum.

The date of the beginning of the waiting year determined by the IV (Art. 28 Para. 1 lit. b IVG) is decisive for determining the date of the beginning of the incapacity for work.

# 19 Who is eligible?

Only the insured person is entitled to the lump-sum disability benefit. If the insured person dies before the final determination of the degree of disability, the entitlement expires. The insured benefits are paid without regard to any other insurance.

## II) Death benefit

# 20 When is there an entitlement to the lump-sum death benefit?

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 of the death immediately. An official death certificate and the form "Medical report on the cause of death", stating the circumstances and cause of death, must be submitted.

# 21 Who is eligible?

Benefits in the event of death are paid to the following persons:

- the surviving spouse or the surviving registered partner, in their absence



- the children in equal shares, in their absence
- the heirs, according to their share of the inheritance

# 22 Is it possible to adjust the beneficiary order?

Yes, third parties may be designated as beneficiaries for the insured death benefit. The corresponding notification must be sent in writing to VIAC using the form for changing the order of beneficiaries.

# **G** Specifics

#### 23 When is the benefit due?

Once the documents required for assessing the claim (see in particular Sections 21 and 23) have been submitted and the conditions set out in Section D ff. above have been met, VIAC will forward the benefits to the insured person within 4 weeks.

If the benefits are paid at a later date, interest on arrears of 1% per year must be paid.

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

# 24 How to proceed in the event of a claim?

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

# 25 Where is the place of performance of the insured services?

The place of performance for the insured benefits to the insured person or to the beneficiaries shall be the registered office of VIAC.

# 26 Can claims be assigned or pledged?

Claims to insured benefits may not be assigned or pledged before they become due.

#### 27 What applies to military service and war?

Active service for the preservation of Swiss neutrality and for the maintenance of domestic peace and order, both without acts of war, is considered military service in peacetime and as such is included in the insurance within the framework of these conditions. In the event that Switzerland is at war or involved in warlike actions, the relevant regulations issued by the Federal Council shall apply. Missions for peacekeeping measures within the framework of the UN are not insured (e.g. UN blue helmets and OSCE yellow berets).

## 28 How are the notifications made?

Notices to VIAC shall be sent via the VIAC Platform (Mobile App and/or Desktop App), electronic text form (for example by email) 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 email) or to the last reported address in Switzerland.

Further information, such as amendments to these terms and conditions, will be published on the VIAC website and in electronic text form (for example, by email).

# 29 Where is the place of jurisdiction?

The courts at the registered office of VIAC shall have exclusive jurisdiction over any disputes between the insured person and VIAC.

# 30 Taxes

VIAC has no responsibility for the tax deductibility of invoice amounts or services.



# **H** Data

# 31 What happens to my data?

VIAC processes the personal information of insured persons for the purpose of contract management, but also in order to continuously improve the quality of the products and services it offers to its potential, existing and former insured persons. The data is analysed using mathematical and statistical methods.

# 32 Is personal data passed on to third parties?

VIAC is subject to strict data protection regulations. Therefore, as a matter of principle, no personal information will be disclosed to third parties. Exceptions exist only in those cases in which the disclosure of data is expressly required or permitted by a legal provision or if cooperation partners are used for the processing and fulfilment of the present insurance.

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

# 33 How long is the personal data kept?

Personal data will be processed and kept in a database or on paper only as long as required by legal or contractual provisions.

# I Special provisions

# 34 Entry into force and amendments

These present conditions come into force on 01.02.2022.

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

#### 35 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.