

General Terms and Conditions

Vested Benefits Insurance (GTC VB)

Version of 01.2018

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Article 1 Basis of the insurance policy

- Vested benefits insurance is a permissible means for maintaining pension insurance cover using occupational pension monies under the Federal Act on Vesting in Pension Plans of 17 December 1993.
- On a supplemental basis to the contract between the policyholder and Allianz Suisse Life Insurance Company ("Allianz Suisse Life"), the following provisions apply where rights and obligations are not stipulated in the policy or in the present GTC VB:
 - Federal Act on Vesting in Pension Plans of 17 December 1993
 - Federal Act on Insurance Contracts of 2 April 1908 (VVG)
 - Federal Act of 17 Dec. 1993 on the Promotion of Home Ownership using Occupational Pension Benefits incl. Ordinance, where it is declared applicable.
- If the company establishes new GTC VB during the term of the insurance, the terms and conditions and vested benefits insurance in force at the time existing policies were written will remain in effect for those policies. Continuance of insurance under the new GTC VB is excluded, subject to binding new statutory provisions to the contrary.
- Agreements between the policyholder and Allianz Suisse Life are valid only if confirmed in writing by the Directorate.

Article 2 Financing

Vested benefits insurance is not subject to a premium. It is financed exclusively through occupational pension departure benefits. These pension monies are applied as a one-off contribution and determine the sum insured specified in the policy.

Article 3 Surplus sharing (dividends)

- The policyholder is entitled by law to a share in Allianz Suisse Life's surplus in the occupational pension business.
- These surpluses are determined by Allianz Suisse Life at least once per year, usually at the end of each calendar year, for the entire occupational pension business as prescribed by law. Surpluses as thus determined are apportioned to the legally prescribed purposes in accordance with the legally prescribed quota (known as the "legal quote").
- Surplus sharing for policyholders is funded exclusively from the surplus fund. Allianz Suisse Life will ensure that an appropriation to the surplus fund is distributed within five years at latest. No more than two-thirds of the accumulated surpluses in the surplus fund may, however, be distributed to policyholders each year. If the legally prescribed minimum quota of the surplus determined annually is insufficient for the legally prescribed purposes, no surplus share may be distributed to policyholders for that year.
- The distribution of surpluses to policyholders is, specifically, in proportion to the actuarial reserves.
- Subject to the third sentence of section 3.3, surpluses are apportioned to individual policyholders only after the insurance has been in force for one year and are distributed in a lump sum for each contract, generally as of the effective date for the following year. Surplus shares are applied as one-off contributions to increase the sum insured as stated in the policy.

Article 4 Flat fee for costs

If the vested benefits policy is fully or partially annulled before the agreed expiry date, a flat fee is charged. The flat fee is CHF 120.00 if the annulment takes place during the first two years after the policy was written and CHF 80.00 thereafter. It is charged in the form of a deduction from the actuarial reserve. No flat fee is charged if the policy is annulled due to an early withdrawal of occupational pension funds for home ownership purposes.

Article 5 Applicable rate schedule

The applicable rate schedule is the schedule in force at the date when the insurance commences.

Article 6 Interest

The amount of the actuarial interest rate for pension monies is specified in the policy.

Article 7 Start and end of insurance; insurance cover

1. Insurance cover commences on the date indicated in the policy.
2. Allianz Suisse Life may conduct a health examination and determine or refuse insurance cover within the scope permitted by law.
3. Insurance cover ends on the retirement date specified in the policy, which corresponds to age 69 for women or 70 for men. The insurance also ends upon full surrender of the policy (see Article 9). In the event of partial surrender, insurance cover is reduced accordingly.

Article 8 Insurance benefits and nomination of beneficiaries

1. The sum insured specified in the policy including any increases from surplus sharing (see Article 3) is paid out as a lump sum on maturity or lump-sum death benefit.
2. The sum insured falls due when the policyholder reaches the retirement date and is paid out as a lump-sum maturity benefit to the policyholder.
3. If the policyholder dies before reaching the retirement date, the sum insured is paid out as a death benefit to the beneficiary(-ies). Notwithstanding the law of inheritance, the following persons qualify as beneficiaries of this amount - in the following order (a - f):
 - a) the surviving spouse or registered partner; in their absence
 - b) the surviving life partner, provided that he/she lived together with the policyholder without interruption for the last five years of his/her life or is responsible for the maintenance of at least one joint child; in his/her absence
 - c) the children and step-children entirely or primarily supported by the insured person; in their absence
 - d) parents; in their absence
 - e) siblings; in their absence
 - f) the remaining legal heirs, to the exclusion of the community.
4. If a group includes more than one qualifying beneficiary, the lump-sum death benefit is divided equally among them.
5. The policyholder has the right to specify beneficiaries' claims within a group in further detail and to add individuals as per paragraph 3b) to the class of persons as per paragraph 3a). Such modification must be made in writing and is applied if notice has been received by Allianz Suisse Life at the date of the insured event.

Article 9 Surrender

1. The policyholder has the right to surrender the policy in the following cases:
 - a) on permanently leaving Switzerland and the Principality of Liechtenstein (see paragraph 2); or
 - b) on becoming self-employed and no longer legally required under the BVG/LPP to be enrolled in an occupational pension scheme; or
 - c) if the current capital balance is less than his or her former annual contribution to the most recent pension provider; or
 - d) if he or she has requested payout of a lump sum during the last ten years before the retirement date; or
 - e) upon drawing a full disability pension under Swiss Federal Disability Insurance (IV); or
 - f) upon applying for an early withdrawal under the scheme for promotion of home ownership using pension fund assets no later than three years before reaching regular BVG/LPP retirement age. The amount of the early withdrawal is governed by applicable statutory provisions. Applications for early withdrawal are processed as soon as Allianz Suisse Life receives the handling charge of CHF 400.00 payable by the insured.
2. If the policyholder permanently leaves Switzerland and the Principality of Liechtenstein, surrender comprises the entire actuarial reserve at the time of leaving less the flat fee pursuant to Article 4, GTC VB, unless the policyholder is covered on a compulsory basis by a pension insurance scheme of a member state of the European Community or of Iceland or Norway for the risks of old age, death and disability. If the policyholder remains insured on a compulsory basis in the pension insurance scheme of one of the above countries for the risks of old age, death and disability, the surrender value comprises only that portion of the retirement savings balance exceeding the applicable BVG/LPP retirement savings balance. The retirement savings balance required under the BVG/LPP remains in the vested benefits policy.
3. The policyholder has the option at any time of changing vested benefits institutions or the form in which pension insurance cover is maintained.
4. If Allianz Suisse Life is directed to remit retirement savings from the policyholder's vested benefits policy to his or her spouse's pension provider as part of a divorce settlement, the policyholder has the option of replenishing the policy with funds equal to the amount remitted.
5. The surrender value is equal to the actuarial reserve; a portion thereof may be drawn upon proper notice in the event of early withdrawal for home ownership promotion using pension fund assets or in case of divorce (see Article 9, paragraphs 1.f) and 3).
6. The effective date for calculating the surrender value or paid-up benefits is the last day of the month in which the surrender application is received by the Allianz Suisse Life Directorate office responsible.
7. The actuarial reserve is calculated based on the actuarial basis used to calculate premiums that is approved by the Swiss supervisory authority.

Article 10 Transfer to a new pension provider

Under Article 4 (2bis) (a) of the Federal Act on Vesting in Pension Plans, the policyholder is required to notify Allianz Suisse Life when enrolling with a new pension provider. Allianz Suisse Life will annul the vested benefits policy and transfer the retirement capital for maintenance of pension cover to the new pension provider in accordance with the insured's notice.

Article 11 Pledging, assignment

1. Pledging and assignment of benefit claims that are not due is null and void, subject to paragraph 2 and Article 9 paragraph 3.
2. Under the scheme for promotion of home ownership using occupational pension assets, pension claims may be pledged before falling due in accordance with the applicable statutory provisions. Applications for pledging are processed as soon as Allianz Suisse Life receives the handling charge of CHF 200.00 payable by the policyholder.

Article 12 Gross negligence; suicide

1. Allianz Suisse Life waives its statutory right to reduce the insurance benefit if the insured event was caused by gross negligence on the part of the insured or the beneficiary.
2. In the event of death by suicide while of sound mind during a waiting period of three years, only the actuarial reserve will be paid out. In the event of death by suicide while not of sound mind, the full death benefit will be paid out.

Article 13 Military service and war

1. Active service in defence of Swiss neutrality and to maintain domestic tranquillity and order, in both cases without warlike acts, constitutes peacetime military service and, as such, is covered by the insurance under the General Terms and Conditions.
2. If Switzerland conducts a war or is drawn into warlike actions, a one-time war levy is payable, due one year after the end of the war. Whether or not the insured takes part in the war and whether he or she remains in Switzerland or abroad is immaterial.
3. The war levy serves to cover losses caused directly and indirectly by the war and affecting the insurance policies to which these provisions apply. Allianz Suisse Life, in coordination with the Swiss supervisory authority, will determine these war losses and the available funds to cover them, as well as the amount of the war levy and the options for settling it (by reduction of insured benefits if applicable).
4. If insurance benefits fall due before the war levy is established, Allianz Suisse Life is authorized to postpone a reasonable portion of the payment for up to one year after the end of the war. The postponable portion of the benefit and the applicable interest rate for this portion are determined by Allianz Suisse Life in coordination with the Swiss supervisory authority.
5. The dates of the start and end of the war for purposes of the above provisions are set by the Swiss supervisory authority.
6. If the policyholder takes part in a war or warlike actions without Switzerland itself conducting war or being drawn into warlike actions, and if the policyholder dies during such a war or within six months after peace or the end of hostilities, Allianz Suisse Life is liable to pay out the actuarial reserve calculated as at the date of death, but not exceeding the sum insured in case of death. If the insurance includes survivors' pensions, the pensions corresponding to the actuarial reserve calculated as at the date of death take the place of the actuarial reserve, but may not exceed the insured pensions.
7. Allianz Suisse Life reserves the right to modify the stipulations of this article in coordination with the Swiss supervisory authority; such modifications shall apply to this policy. Moreover, statutory and administrative measures adopted in connection with a war, particularly those concerning surrender of the policy, are expressly reserved.

Article 14 Insured's / beneficiary's obligation to inform and notify

The policyholder or other beneficiaries are required to notify Allianz Suisse Life of all events relevant to the inception or extinguishment of an insurance claim and to furnish all information necessary to determine liability and claims entitlements.

Article 15 Claim basis

1. A person lodging a claim must furnish Allianz Suisse Life with the policy and all required proofs. If the policyholder is married, his or her spouse's written consent is required for the cases specified in Art. 9 sections 1. a), b), c), f) and in Art. 11 para. 2.
2. Allianz Suisse Life must be notified immediately of the death of the policyholder. When claiming the death benefit, the beneficiaries must furnish an official death certificate and a medical or official statement of the cause or detailed circumstances of death.
3. Allianz Suisse Life is entitled to demand proof at any time that the person for whom benefits are to be paid has survived the due date and may require a certificate of life to be furnished.
4. Allianz Suisse Life may demand or itself obtain additional information and proof as it may deem necessary to assess the claim.

Article 16 Payment of benefits

Allianz Suisse Life will pay the insurance benefits in accordance with the notification by the beneficiary as soon as it is assured, based on documents received, of the correctness of the insurance claim. Payment will be remitted in Swiss francs to an account in Switzerland, subject to binding laws.

Article 17 Spouses / registered same-sex couples

Not only married persons, but also same-sex couples in a registered partnership pursuant to the Federal Partnership Act (PartG) are deemed to be spouses. These persons are thus equal in rights and obligations to spouses.

Article 18 Place of performance and court venue

1. Allianz Suisse Life will fulfil its obligations at the beneficiary's place of residence in Switzerland if such exists, or otherwise at its registered office.
2. In addition to the location of its registered office, Allianz Suisse Life also recognizes the beneficiary's place of residence in Switzerland as a court venue.