

# Important information

Provided in accordance with Art. 3 of the VVG, the Swiss law governing insurance contracts

Effective from 1<sup>st</sup> January 2018

As required by Art. 3 of the Swiss law governing insurance contracts (VVG), the following information is provided to clearly state what insurer is responsible for your policy and offers a clear and concise overview of the most important points contained within your insurance contract. The content and extent of the rights and obligations arising out of the insurance contract are detailed in full in the Insurance Policy and the Individual Benefit Guide.

## Who is your insurer?

Your insurer is AWP P&C S.A., Saint-Ouen (Paris), Wallisellen branch (Switzerland), address: Hertistrasse 2, 8304 Wallisellen.

## Who is the beneficiary of this insurance?

The beneficiary is the insured person who acquires the cover and his/her dependants (if applicable) as stated on the Insurance Policy.

## What risks are insured and what is the scope of the insurance cover?

The insurance cover is determined based on specific criteria as declared for the individuals to be covered and the level of cover depends on the chosen insurance product. We offer a number of options to cover against the risks of illness, accident and/or maternity, the costs for medical care (e.g. medical treatments, hospital stays and stays in convalescent facilities, home nursing, drugs, dental treatments) as well as other related costs (e.g. therapies prescribed by a doctor, transportation in an ambulance, etc.)

Complete details on the chosen insurance cover are outlined in the documentation issued within your quotation pack (and will also be in the Membership Pack issued to you once your cover is inception).

## How are premiums determined?

Premiums depend on age, the legal residence of the insured person and their dependants, as well as on the risks being insured and the level of cover desired. Details on premiums can be found on your insurance quote, your Insurance Policy and your Individual Benefit Guide. Conditions for individual insurance policies may differ from policy to policy, subject to underwriting criteria.

### When are premiums paid?

Premiums must be paid on the due date, which depends on the frequency of payment agreed for your policy.

Depending on the premium payment frequency selected, the following payment dates apply:

Payment frequency:	Due date:
Monthly	First day of each month
Quarterly	First day of each quarter
Half-yearly	1 <sup>st</sup> of July and 1 <sup>st</sup> of January
Annual	1 <sup>st</sup> of January

If your insurance starts in the current year, the premium payment for the first instalment (or the entire contribution, if the annual payment frequency was selected) is due on the first day of your insurance cover.

### What happens if premiums are not paid?

If the initial or subsequent premium is not paid in time in full, we shall suspend your cover 14 days after we have provided you with the final written reminder (Articles 20 – 21 VVG). If we do not take legal action to recover the premium, the policy shall be deemed automatically cancelled two months after the expiry of the 14 day notice period (Articles 20 – 21 VVG) and no further termination letter will be issued to you.

### In what circumstances can a premium refund be claimed?

In the case of premature termination or termination of the insurance contract, Article 24 VVG shall apply.

### Cooperation requirement

The insured person is required to provide the Insurer with full and accurate details of every element related to the insured event, as well as to pre-existing illnesses and accidents. They are also required to release their medical providers (e.g. doctor, specialist, therapist, etc.) from their professional obligation to patient confidentiality when dealing with the Insurer.

### Requirement to limit damages

The insured person and his/her dependants must follow the advice of doctors and care staff and must do all that is reasonably possible to aid their recovery or prevent anything that could delay their recovery following a sickness, injury, medical condition or accident.

### When does the insurance begin and end?

The insurance starts on the day stated in the Insurance Policy. Our acceptance of your application for cover is confirmed when we issue the insured person with the Insurance Policy and the insurance cover is valid from the start date shown on it until December 31<sup>st</sup> of each year. The contract renews on a tacit basis for a further year.

If any other person is included as a dependant under the insured person's policy, their cover will start on the effective date shown on the insured person's most recent Insurance Policy, which lists them as a dependant. Their cover may continue for as long as the insured person remains the policyholder and as long as any child dependants remain under the defined age limit. Child dependants can be covered up until the day before their 18<sup>th</sup> birthday; or up until the day before their 24<sup>th</sup> birthday if they are in full time education. At that time, they may apply for cover in their own right, should they wish to do so.

We waive the statutory right to terminate the contract, including in the event of a claim under Article 42 VVG. Your right to termination remains unaffected.

### **In what cases would cover end?**

Your cover (and that of all your dependants, if any, as listed on the Insurance Policy) will end:

- If the initial or subsequent premium is not paid in time in full. In this case, we shall suspend your cover 14 days after we have provided you with a final written reminder (in line with Articles 20 – 21 VVG). If we do not take legal action to recover the premium, your policy shall be deemed automatically cancelled two months after the expiry of the 14 day notice period (in line with Articles 20 – 21 VVG) and no further termination letter will be issued to you.
- Upon the death of the insured person.
- In the event of fraud or non disclosure by the insured person. In this case, we may cancel your insurance contract in line with Swiss law. In the event of non-disclosure, we may cancel your insurance contract in accordance with Articles 4 - 6 VVG and Article 40 VVG. We will write to inform you of the cancellation of your policy within four weeks of the date of discovery of the non-disclosure (Article 6 VVG).
- If you terminate your contract by giving three months notice to the end of a calendar year. Your notice of termination is valid if received by the Insurer by registered post before the expiry of the notice period, in any case no later than the 30<sup>th</sup> of September.
- If you are not covered, or no longer covered, under the compulsory Swiss health and accident insurance. Please inform us in the event that you are not covered or no longer covered, as in this case we reserve the right to cancel the insurance contract.
- If you are exercising your right of revocation due to an amendment to the premiums. In this case, please refer to Paragraph 6.f of the “General terms” section of your Individual Benefit Guide.

Please note that if your cover ceases, your dependant’s cover will also end.

### **How does the insurer handle information?**

The processing of personal data is essential to the transaction of insurance business. In the processing of personal data, the Insurer complies with the Swiss Data Protection Act (DPA). If necessary, the Insurer obtains any required permission to data processing from the insured person.

The personal data processed by us includes data relating to and for the purposes of preparing quotations, underwriting policies, collecting premium, paying claims and for any other purpose which is directly related to administering policies in accordance with the insurance. In the first instance, information on the insured person is taken from the point of application. In the interest of all insured persons, under certain circumstances, data is also exchanged with previous domestic and foreign insurers and with reinsurers. We also process personal data in connection with product enhancements, as well as for our own marketing purposes.

In order to offer affordable comprehensive insurance cover, our services may partly be provided by legally independent firms both domestically and abroad. These may be Allianz Group companies or partners. For the purposes of fulfilling its contractual obligations, we are bound to exchange data both within the Allianz Group and outside the Allianz Group. The Insurer stores data electronically or physically in compliance with the legal provisions.

Insured persons whose personal data we process, have the right in accordance with the DPA, to ask whether, and what data concerning them we actually process and may also request rectification of incorrect data.

### **What policy applies to cancellations? (Cooling off period).**

You can cancel the contract in relation to all insured persons under your policy, or only in relation to one or more of your dependants, within 30 days of receiving the full terms and conditions of your policy or from the start date of your policy, whichever is later.

Please note that you cannot backdate the cancellation of your cover.

Should you wish to cancel your cover, please complete the “Right to change your mind” form issued within your Membership Pack. Please return your completed form to us using the contact details stated on the form.

If you cancel your contract within this 30 day period, you will be entitled to a refund of the cancelled person(s)’ premium (see relevant details under the Paragraph 6 of the “General terms” section in your Individual Benefit Guide).

*The Underwriter of your VVG insurance is AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), the Swiss Branch of AWP P&C S.A., Saint-Ouen, France, a limited company governed by the French Insurance Code. Registered in France: No. 519 490 080 RCS Paris. Swiss Branch registered in Zurich, registered No.:CHE-115.393.016, address: Hertistrasse 2, 8304 Wallisellen.*

*KPT Krankenkasse AG, Wankdorfallee 3, CH-3000 Bern 22, registered BAG Nr. 376. KPT provides administration services inside Switzerland.*

*AWP Health & Life SA, acting through its Irish Branch, is a limited company governed by the French Insurance Code. Registered in France: No. 401 154 679 RCS Bobigny. Irish Branch registered in the Irish Companies Registration Office, registered No.: 907619, address: 15 Joyce Way, Park West Business Campus, Nangor Road, Dublin 12, Ireland. AWP Health & Life SA, acts as the reinsurer of the VVG policies, provides administration services and technical support outside Switzerland. Allianz Worldwide Care is a registered business name of AWP Health & Life SA.*