

## General Policy Conditions

### Art. 1 General

#### 1 - Basis of the contract

The General Policy Conditions for Group Life Insurance (GPC) form an integral part of the group life insurance contract (insurance contract) between the policy owner and Quantum Leben AG.

#### 2 - Specially agreed terms

No specially agreed terms shall be binding unless confirmed in writing by Quantum Leben AG.

#### 3 - Entitlement to benefits

The policyholder is exclusively entitled to benefits under the insurance contract. The insured persons and their survivors are not entitled to benefits from Quantum Leben AG.

#### 4 - Legal basis

The provisions of the Federal Law on Insurance Contracts (VVG) and any other binding stipulations apply to the insurance contract.

### Art. 2 Insurance protection

#### 1 - Insurance year

The insurance year shall start on 1 January.

#### 2 - Application

Persons to be insured shall be notified to Quantum Leben AG. Preferably in Excel - an extract from the customer base. This must be provided to Quantum Leben AG on a quarterly basis.

#### 3 - Assumption of liability

Subject to the Conditions of Acceptance for insurance under group life contracts (part of the insurance contract), Quantum Leben AG shall assume liability for benefits as follows:

- In the event of the death of the insured person by accident is covered immediately.

#### 4 - Underwriting

If underwriting is required in accordance with the Conditions of Acceptance, the person to be insured must supply complete and truthful answers to the questions asked by Quantum Leben AG regarding his or her state of health. Quantum Leben AG shall be entitled to require an examination by a doctor at its own expense.

#### 5 - Breach of the duty of disclosure

Should any questions remain unanswered or not be answered in conformity with the truth, the consequences of breach of the duty of disclosure as laid down in the VVG shall apply accordingly.

## **Art. 3 Premiums**

### **1 - Definition**

Premiums are understood to include annually recurring premiums.

### **2 - Due date**

Notwithstanding any provisions in the insurance contract to the contrary, the premium shall be payable in advance in a single instalment at the beginning of each insurance year. The premium for benefits to be included in the insurance during the course of an insurance year shall become payable at the time of the inclusion.

### **3 - Calculation**

Premiums are calculated on the basis of Quantum Leben AG life insurance tariffs valid at the start of the respective insurance year.

### **4 - Experience rating**

Annually payable premiums for death benefits are based on experience rating. They are recalculated every year in accordance with the claims experience and the average age of the insured persons.

### **5 - Consequences of default**

If an amount outstanding is not paid within the stipulated period, Quantum Leben AG shall request settlement of the unpaid premium together with any incidental charges by the party owing the premium within 14 days from the date of sending the reminder notice, while making reference to the consequences of default.

If this amount is not paid within the reminder period, the insurance contract shall nevertheless remain in force to the previous extent until the date specified in the reminder notice, and benefits becoming due shall be paid after deducting the outstanding premium and any incidental charges.

If the payment is not made or not made in full by this date, the insurance shall be converted into paid-up insurance. The consequences of default shall not be removed until all outstanding premiums together with any incidental charges have been paid. Quantum Leben AG reserves the right to collect outstanding premiums and incidental charges by way of legal action. Quantum Leben AG is entitled to cancel the insurance.

## **Art. 4 Costs**

Quantum Leben is entitled to charge the costs listed in the applicable cost agreement.

## **Art. 5 Duty to inform; establishment of entitlement**

### **1 - Duty to inform**

The policyholder shall report to Quantum Leben AG without delay any occurrences material to a claim of entitlement to benefits arising or lapsing and supply such information and evidence as Quantum Leben AG may require to determine its obligation to pay benefits and the type of benefits.

Quantum Leben AG may request the policyholder to supply the information and documentary evidence it deems necessary for the verification of its liability.

## **2 - Death**

This Accidental Death Policy is designed to provide a one-off cash payment when the insured person dies as the direct result of an accident in the circumstances set out in the policy. It is important to understand what is meant by an accident. Accidental death means the death of the insured person directly from an accident covered by the policy, where death occurs within 90 days. Benefit means the amount the insured person is covered for on the policy. The cash benefit(s) are shown on the schedule

## **Art. 6 Subrogation**

If third parties are liable for an insured event which is covered by the insurance contract, the policyholder must require in good time that the insured person's or his/her survivors' claims against the liable third party are assigned to it. The policyholder must ensure that these claims do not lapse. Those claims assigned to the policyholder shall be ceded to Quantum Leben AG. Quantum Leben AG can defer payment of benefits until the claims are assigned. Quantum Leben AG can reject or reduce the payment of benefits if the policyholder is responsible for the claims not being assigned in time or not being enforceable against third parties.

## **Art. 7 Termination of insurance contract**

Termination by the policyholder and Quantum Leben AG can only be made annually on the due date with two months in advance notice.

## **Art. 8 Insurance tariffs**

### **1 - Guarantee of insurance tariffs**

One-year insurance tariffs (premium rates) are used for endowment insurance (savings and risk insurance). These are guaranteed during the insurance year

### **2 - Modification of the insurance tariffs**

If Quantum Leben AG changes the insurance tariffs, the modified tariffs are applied to the insurance year following the change.

### **3 – Collective insurance tariffs**

With the collective method, these benefits are insured for all insured persons irrespective of their civil status. The calculation of premiums is based on statistical average values rather than the individual case..

## **Art. 9 Further provisions**

### **1 - Gross negligence**

Quantum Leben AG waives the right conferred upon it by law to reduce the insured benefits on account of the insured event being caused through gross negligence.

### **2 - Suicide**

In the case of suicide, the insured death benefits shall be denied.

### **3 - Communications to Quantum Leben AG**

No notice given to Quantum Leben AG shall have legal effect unless it is communicated to Quantum Leben AG in writing.

#### **4 - Change of address**

The policyholder shall notify Quantum Leben AG in writing of any change of address. Any notice communicated to the policyholder at the last address in Liechtenstein known to Quantum Leben AG shall be legally valid.

#### **5 - Place of performance and jurisdiction**

The contract is subject to Swiss law.