Helvetia Standard Terms and Conditions of Insurance (STI)

for term life insurance required as a mandatory condition for loan / hire purchase agreements

12.2025 edition

1 Basis of cover

1.1 Basis of the contract

The insurance contract is based on:

- the loan / hire purchase agreement (hereinafter "Credit Agreement") between BANK-now AG (hereinafter "BANK-now") and the borrower;
- the Standard Terms and Conditions of Insurance (STI);
- on a subsidiary basis: the provisions of the Swiss Insurance Policies Act (IPA).

For the sake of simplicity, masculine personal pronouns are used throughout.

1.2 Insurance relationship and parties involved

A collective insurance contract exists between BANK-now, as the policyholder, and Helvetia Swiss Life Insurance Company Ltd (hereinafter "Helvetia"), as the insurer, to cover the payment obligations of the borrower (insured person) under the Credit Agreement.
Any insurance claims in connection with the current STI must be addressed solely to Helvetia. In the event of a claim, the insured person shall have no recourse to BANK-now.

1.3 Standard Terms and Conditions of Insurance (STI)

The current STI define the rights and obligations of the insured person and/or the eligible recipient. In particular, they definitively determine the insurance benefits.

2 Modalities of the insurance

2.1 Insured risks

This insurance is mandatory and thus forms an integral part of the Credit Agreement. It comprises cover for the risk of death due to accident or illness.

2.2 Insured person

The insurance covers natural persons who reside in Switzerland or the Principality of Liechtenstein and who conclude a Credit Agreement with BANK-now. If the Credit Agreement is taken out in joint names, only the first person named therein is insured. Cover cannot be provided for more than one person or for legal entities.

2.3 Acceptance for insurance cover

The borrower is accepted for insurance cover upon concluding a Credit Agreement with BANK-now.

2.4 Entry age and final age

The insurance commences at the earliest when the insured person reaches the age of 18 (entry age) and ends at the latest when he reaches the age of 70 (final age).

2.5 Start of insurance cover

Insurance cover commences upon disbursement of the loan amount.

2.6 End of insurance cover

Insurance cover ends upon ordinary or premature termination of the Credit Agreement, but at the latest 12 months after the end of the term originally stipulated in the Credit Agreement. Insurance cover also ends upon repayment of the loan amount.
In addition to cases of ordinary or premature termination of the Credit Agreement, the insurance cover ends in the following cases:

a. on the death of the insured person;
b. when the insured person reaches the age of 70;

As regards a, the insured person's heirs are obliged to inform BANK-now accordingly.

3 Insurance benefits

3.1 Death benefit

3.1.1 Entitlement on death

If the insured person dies, Helvetia provides a one-off capital benefit in the amount of the residual debt, including any payment arrears and interest on arrears at the time of death, but no more than CHF 100,000 per Credit Agreement.

3.1.2 No entitlement to death benefits

No benefit is paid upon death

a. as a result of illness or injury for the cause of which the insured person sought medical examination and/or regular medical treatment or check-ups during the twelve months prior to signing the Credit Agreement or at the time of signing, or owing to which he was unable to work;
b. as a result of active participation in illegal or criminal activities;
c. as a result of training for and participation in: sports involving the use of motorized equipment; boxing; diving (deeper than 40 m); paragliding or hang-gliding; parachuting, base jumping; horse racing; mountaineering (>UIAA Grade VI); canyoning or ocean sailing;
d. as a result of non-occupational radioactive contamination;
e. as a result of suicide within two years of the start of insurance cover.

4 Entitlement to benefits

4.1 Entitlement to benefits

In its capacity as policyholder, BANK-now is entitled to claim the insurance benefit from Helvetia. This benefit serves solely to meet the contractual payment obligation of the insured person or his heirs arising out of the Credit Agreement with BANK-now and is paid directly and solely to BANK-now.
Helvetia will only provide insurance cover and will only be responsible for payment of insurance benefits as long as they do not conflict with sanctions or constitute a breach of sanctions under UN resolutions and do not breach trade or economic sanctions imposed by Switzerland, the European Union or the United States of America.

4.2 Inalienability of claims

The benefit arising from this insurance may not be pledged or surrendered.

4.3 Profit sharing

This insurance does not include any surpluses.

5 Claims

5.1 Obligations in the event of a claim

The occurrence of a loss event must be reported to BANK-now without delay.
The loss event will be handled by Helvetia, or by a third-party agent appointed by Helvetia, who will immediately contact the person reporting the event and send him the claim form to register the loss event. The signed claim form together with the documents required for the consideration and assessment of the claim must be submitted without delay.

5.2 Assessment of the insurance claim

In order for the claim to be assessed, the following documents must be submitted to Helvetia or its contracted service provider:

- **Fully completed claim form**
- Official death certificate and medical certificate (doctor's certificate) specifying the cause of death and the onset and course of the illness or physical injury that led to the death of the insured person. In the event of accidental death, the police report must also be submitted.

Claims are processed only if all documents are complete and valid. Insurance benefits are paid out following receipt of all documents required to consider and assess the benefit entitlement, and once the claim has been accepted. The heirs of the insured person must bear the costs associated with furnishing the above evidence.
At its own expense, Helvetia may also demand additional requisite information or evidence, or may obtain such information or evidence itself. Helvetia or its contracted service provider is entitled to make direct contact with the doctors treating the insured person.

5.3 Duty to cooperate

Within the scope of their duty of cooperation, the insured person's heirs must:

- authorize Helvetia or its contracted service provider to request information and records from hospitals, doctors, employers, local authorities, insurance companies and institutions and third parties, and release those parties from their duty of confidentiality;
- inform Helvetia, or its contracted service provider, without delay of the insured person's previous state of health and the course of the illness or accident.

Should the insured person's heirs fail to meet any of the above obligations, the insurance benefits will not fall due and Helvetia may refuse the payment of benefits until such time as the heirs have fulfilled their obligation.

6 Termination

The insurance may not be terminated during the term of the Credit Agreement.

7 Special provisions

7.1 Transfer to third parties

The insured person notes and agrees that both Helvetia and BANK-now may outsource or transfer certain services or activities in connection with this insurance to external third parties, especially to Financial & Employee Benefits Services (febs) AG in Winterthur.

7.2 Data protection

Subject to compliance with data protection rules, Helvetia or its contracted third parties are authorized to obtain and process any data from BANK-now or third parties that is needed to perform the contract and/or process a claim.
The insured person may at any time request the disclosure or correction of information relating to him. The private interests of the insured person that merit protection will be safeguarded, as will overriding public interests.
Personal data provided for the implementation of this insurance contract and data submitted in connection with a claim will be used by Helvetia or its contracted third parties solely for the purposes of administrating and managing the insurance contract and processing and settling claims. Helvetia, its contracted third parties and BANK-now are authorized to exchange, process and transmit the information and data required for the performance of the contract. Where necessary, data is forwarded to third parties involved, namely coinsurers, reinsurers and other participating insurers, as well as courts, authorities and public offices. In all other respects, data protection is governed by the Federal Act on Data Protection (SR 235.1). Further, up-to-date information on data processing can be accessed at www.helvetia.ch/privacy.

7.3 Notices and communications

Communications relating to the insurance relationship must always be made in writing and sent by post to BANK-now AG, SBFK 61, P.O. Box, 8810 Horgen. Helvetia accepts no liability for losses in connection with the use of electronic communication channels unless there has been a procedural lapse on its part. Information on the risks of digital communication is available online at www.helvetia.ch/privacy. Communications addressed to Helvetia take effect as soon as they reach Financial & Employee Benefits Services (febs) AG or Helvetia itself. Declarations and communications to the insured person or his legal successor are deemed valid if they are sent to the most recent correspondence address provided.

7.4 Taxes

The insurance benefits must be declared as such by the insured person's heirs in accordance with current legal requirements.

7.5 Legal venue and applicable law

This insurance is governed exclusively by Swiss law. In the event of a dispute, the sole legal venues are the insured person's place of residence in Switzerland, or the headquarters of the policyholder (BANK-now) or the insurer (Helvetia).

Disclaimer

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