



Loss of Earnings insurance (KVG).

Regulations

2010 Edition

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I Basic principles

Art. 1 Basis of the agreement

1.1 Base

The basis of the agreement shall be regarded as being

- a. Article 67 of the Federal Law on Health Insurance of 18.3.1994 (KVG).
- b. the Articles of Association.
- c. these present Regulations.

1.2 Insurer

The insurer is Moove Sympany AG

Art. 2 Purpose

The Group Loss of Earnings Insurance serves to cover the loss of earnings which has occurred through the inability to work as a result of illness. Cover for loss of earnings as a result of an accident can also be included.

Art. 3 Insured persons

Insured are the persons and groups of persons designated in the agreement who work as employees in the insured undertaking, as well as trainees.

Employers, self-employed persons and the members of their families also working in the insured undertaking can also have themselves insured. Spouses and children entitled to support shall be regarded as family members.

Art. 4 Policyholder

The policyholder shall be regarded as being the natural or juridical person concluding the insurance agreement.

Art. 5 Gender

Trust Sympany declares its belief in equal rights for man and woman. The masculine forms used in these present Regulations shall include the female forms in each case.

Art. 6 Multilingualism

The Regulations are published in German, French and Italian. If the texts differ from each other, the German text shall be decisive.

II Beginning and end

Art. 7 Insurance agreement

7.1 Beginning

The insurance agreement shall begin on the agreed date.

7.2 Term

The insurance agreement is concluded for an indefinite term and can be terminated reciprocally at the end of a calendar year, subject to a period of notice of three months. The notice of termination in writing must have been received by the other party to the contract three months at the latest before the end of the calendar year.

Art. 8 Insurance cover

8.1 Terms of admission

The terms of admission are as follows: the applicant

- a. must have attained the age of 15 and not yet passed the age of 65 at the time of being admitted to the loss of earnings insurance.
- b. must have his place of residence in Switzerland or a foreign border town, be gainfully employed in Switzerland and, in the case of an illness, the possibility of a check by Trust Sympany must be guaranteed.
- c. must not have been excluded from other health insurance companies for disciplinary reasons.

8.2 Admission application

1. The application for admission to the insurance shall have to be made in writing. The admission application form from Trust Sympany is to be used for this. The questions asked are to be answered completely and truthfully. In the case of a transfer from another health insurance company, the statement of vested benefits from this insurance company is to be enclosed with the admission application form.
2. Admission to the insurance shall be effected by Trust Sympany.
3. Diverging regulations can be agreed in the group contracts by an agreement in writing.

8.3 Medical examination on admission
Trust Sympany shall be entitled to demand, on admission, an examination of the applicant carried out by its medical examiner. Trust Sympany shall assume the costs for this.

8.4 Admission with reservation

1. Illnesses or the consequences of accidents which exist at the time of admission, or illnesses which existed previously and which, as experience shows, lead to relapses, can be excluded from the scope of insurance by means of reservations.
2. Any reservation shall be notified to the insured person in writing.
3. In any case, the reservation shall lapse after five years.
4. A reservation can be cancelled by the central administration already before the end of the five-year period if Trust Sympany's medical examiner confirms, on the basis of a medical certificate submitted by the insured person, that it has been possible to remedy the complaint. The insured person shall have to bear the costs of this certificate.
5. The reservation can be imposed retrospectively if the insured person culpably makes incorrect or incomplete statements at the time of admission and thus no reservation could be made.
6. In the case of a transfer to a higher insurance class, the provisions on the reservation shall apply analogously. However, the reservation can only refer to the additionally insured benefits.
7. Wage increases within the framework of a Collective Labour Agreement shall be insured without a risk check.

8.5 Applicants with freedom of movement of benefits

1. In the case of applicants who have a right to statutory freedom of movement of benefits (applicants with freedom of movement of benefits pursuant to Art. 70 and 71 KVG), the terms of admission concerning a medical certificate shall not be applicable.
2. Anyone with freedom of movement of benefits wishing to transfer to Trust Sympany shall have to complete an admission application form and submit proof of his previous insurance.
3. An insurance reservation made by the previous insurance company shall continue in force. The time during which this has existed with the previous insurance company shall be taken into account for the reservation period pursuant to Art. 8.4 Par. 3 and 4.

8.6 Beginning

- a. In the case of persons as listed in Art. 3 Par. 1, the insurance cover shall begin with commencement of work, provided an admission application form, duly completed, is sent simultaneously to Trust Sympany within seven days of commencement of work. In the case of persons as listed in Art. 3 Par. 2, after the duly completed admission application form has been received by Trust Sympany.
- b. The completed admission application form is to be sent to Trust Sympany within seven days of commencement of work. Persons for whom no admission application form was sent to Trust Sympany, or whose application form was sent late, shall have no right to benefits.
- c. The insurance cover of applicants with freedom of movement of benefits shall begin on the day of notification of transfer and on condition that proof of vested benefits is produced within three months at the latest of occurrence of the reason for the freedom of movement of benefits.

8.7 Leaving the company/ End of insurance

Coverage by the Group Agreement shall lapse when the insurance agreement is terminated or when an insured person leaves the company.

8.8 Exclusion

1. If an insured person's conduct proves to be improper or otherwise inexcusable, and if continuation of the insurance relationship is no longer acceptable for the health insurance company, then the insured person can be excluded, after a prior threat of sanction, if he
 - a. has answered the questions asked in the admission or transfer application form untruthfully or incompletely.
 - b. dishonestly exploits Trust Sympany, or tries to do so.
 - c. does not reimburse benefits drawn wrongfully upon being requested to do so, or if he has been instrumental to the fact that benefits were paid out to insured persons without justification.
 - d. grossly infringes the Regulations or the Articles of Association of Trust Sympany.
 - e. resists the resolutions adopted by the competent organs.
2. The exclusion shall be notified to the insured person by an order allowing an appeal.

Art. 9 Transfer to individual insurance

1. Persons leaving group insurance shall have the right to transfer to individual insurance. The persons leaving shall be informed in writing of their right to transfer. The transfer to individual insurance must be notified within three months of being informed of the right to transfer.
2. Individual insurance is to be continued without interruption. The premiums concerned shall be invoiced directly to the insured person by Trust Sympany.
3. With respect to the continuation of previous insurance policies, the following shall apply:
 - a. the age at the time of being admitted to Trust Sympany or the beginning of the previous insurance policies shall be decisive for age group classification.
 - b. existing reservations shall be continued until the end of their period of validity.
 - c. the previous insurance term as well as the benefits drawn shall be taken into account.

III Benefits of loss of earnings insurance

Art. 10 General

1. In the case of complete inability to work as a result of illness, Trust Sympany shall grant the insured person the contractually agreed sickness allowance. This can be stipulated as a fixed amount per day in Swiss francs or as a percentage of the wage.
2. The beginning of the daily allowance benefits can be agreed as being the time of the beginning of inability to work, or a later time (postponed daily allowance).
3. In the case of loss of earnings insurance with a postponed beginning of benefits, the period of postponement shall be stipulated in the insurance agreement. If it is not expressly provided in the agreement whether the period of postponement must be taken into account for every illness or once within 365 days, the postponement shall apply for every illness.
4. With the notification of illness, the benefits shall apply as of the first day on which the insured person is proven to have been at least 50 per cent unable to work.

5. The right to draw benefits in loss of earnings insurance shall never begin on a work-free day. If the first day of the inability to work falls on a work-free day, the sickness allowance shall not be paid until the next working day, at the latest, however, as from the third day after the day of the occurrence of inability to work. The other Saturdays and Sundays occurring in the period of illness, as well as the general public holidays, including the Saturday and Sunday before the resumption of work, shall be remunerated.

10.1 Falling ill during a stay abroad

1. If an insured person falls ill during a stay abroad, he must notify this immediately to Trust Sympany through his employer. The sickness allowance shall only be paid if the insured person was in hospital care, and only for the duration of the hospital stay.
2. If an insured person leaves Switzerland during his illness without Trust Sympany's consent in writing, no further insurance benefits shall be granted to him.

10.2 Highest permissible insurance

1. The highest insurable daily sickness allowance shall correspond to the highest insured wage pursuant to UVG (SUVA) maximum wage, provided nothing to the contrary is provided in the Group Agreement.
2. A maximum amount of CHF 10 per day shall be permissible for persons not in gainful employment.
3. A maximum amount of CHF 20 per day shall be permissible for persons not in gainful employment who have a household of their own.
4. Any insurance policies with companies other than Trust Sympany shall be taken into account for the permissible maximum amount.

Art. 11 Duration of benefits

1. The sickness allowance shall be paid for one or several illnesses during 720 days within 900 days in succession. In the case of persons with freedom of movement of benefits, any daily allowance benefits paid by the previous insurance company shall be taken into account for this duration of benefits.
2. In the case of a sickness allowance with a postponed beginning of benefits, the period of postponement shall be taken into account for the duration of benefits, if nothing to the contrary is provided in the Group Agreement.
3. The insured person may not stay the exhaustion of his entitlement to draw benefits pursuant to Par. 1 by renouncing the sickness allowance before the medically certified ending of the inability to work.
4. In the case of partial inability to work and the resultant reduced daily allowance, this shall be paid during the period of drawing benefits of 720 days within 900 days. The insurance cover for the remaining ability to work shall remain in force.
5. The insured sickness allowance shall be paid for courses of treatment at spas and courses of treatment at sanatoria, if the course of treatment is prescribed by the physician in charge for the purpose of remedying or improving an existing complaint, provided the same is commenced during or immediately following intensive medical treatment. Preventive courses of treatment or holiday stays without any illness of the insured shall not entitle him to any benefits.
6. If an insured person who has exhausted the period of drawing benefits of 720 days within 900 days in loss of earnings insurance, is fully able to work again, and provided he has worked 100 per cent during three months in succession, in the case of an illness, he shall have a right to the insured sickness allowance for the period during which the employer would be obliged to pay wages pursuant to Art. 324 a of the Swiss Federal Code of Obligations (OR). The table in Art. 20 Par. 6 shall be applicable.

Art. 12 Complete and partial inability to work

In the case of medically certified, complete inability to work as a result of illness, Trust Sympany shall grant the full insured sickness allowance; in the case of medically certified partial inability to work of at least 50 per cent, it shall grant a sickness allowance reduced in proportion to the inability to work.

Art. 13 Reduction of benefits

The insurance benefits can be reduced or refused in the case of occurrences of particular seriousness:

- a. in the case of illnesses and accidents for which the insured person is seriously to be blamed.
- b. in the case of exceptional risks in accordance with the practice of social accident insurance.
- c. in the case of non-compliance with the instructions of the physician in charge or of Trust Sympany's medical service.
- d. during civil service and military service, as well as peace-keeping missions under the auspices of the United Nations (e.g. UN blue helmets and OSCE yellow berets).
- e. in the case of a late notification of illness.
- f. in the case of a treatment that is not necessary for healing an illness.
- g. in the case of an infringement of the Regulations or Articles of Association.

Art. 14 Non-insured benefits

No insurance benefit shall be granted:

- a. for illnesses which are under reservation.
- b. in cases pursuant to Art. 8.4 Par. 5 with retrospective reservation.
- c. in the case of a dormant insurance.
- d. after exhaustion of the benefit period of the insurance concerned.

Art. 15 Benefits in relation to other insurance policies

1. Insofar as, in addition to Trust Sympany, other insurance institutions are obliged to pay benefits, it shall grant its benefits at the most to the extent that no profit shall accrue to the insured person, taking account of the benefits from these insurance institutions.
2. The insured person shall have to notify Trust Sympany of the existence of third parties' obligations to pay benefits.
3. If, in the case of an accident, third parties rule out paying any benefits only because there is an insurance with Trust Sympany, Trust Sympany shall not render any benefits.
4. Third parties' liability for loss of earnings due to an accident shall take precedence over the daily allowance benefits from Trust Sympany.
5. If there is an obligation to pay benefits on the part of another health insurance company approved by the Swiss Federal authorities, Trust Sympany shall reduce its benefits in proportion to the existing insurance policies.

Art. 16 Unemployed insured persons

1. Unemployed insured persons shall be paid the full sickness allowance in the case of an inability to work of more than 50 per cent, and half the sickness allowance in the case of an inability to work of more than 25 per cent, but 50 per cent at the most.
2. Moreover, against an appropriate adjustment of their premium, unemployed insured persons can convert their previous loss of earnings insurance into an insurance with beginning of benefits on the 31st day after falling ill. In doing so, the previous daily allowance amount is retained and the previous age of admission is observed, but without taking account of the state of health at the time of conversion.

Art. 17 Maternity

1. Provided the pregnancy has lasted at least 28 weeks, in the case of maternity, sickness allowance benefits shall be granted for 16 weeks without interruption, of which at least eight weeks must follow the confinement. The insured person shall be at liberty as to how she wishes to divide up the period of drawing benefits between the time before and after the confinement. The prerequisite shall be that the insured person has been insured with Trust Sympany for at least 270 days, without an interruption of more than three months, until the day of her confinement. The benefits shall be paid in addition to those from state maternity insurance.
2. The insured person shall have a right to the insured sickness allowance, provided she does not perform any work injurious to health and insofar as no inadmissible profit from insurance accrues.
3. Insured persons who definitively give up their gainful employment earlier than eight weeks before the pre-calculated date of birth, shall be transferred to a lower sickness allowance class.

Art. 18 AHV pensioners

For insured persons who have reached the age of 65 (the age of 64 in the case of female insured persons) and are still gainfully employed, the normal insured sickness allowance shall be paid out once only during the employer's obligation to continue wage payments pursuant to Art. 20 Par. 6.

Art. 19 Payment of sickness allowance

1. Payments of sickness allowance shall be made weekly on the basis of the notifications of illness sent. In the case of an illness lasting longer, a part payment can be requested monthly. For this, the still existing inability to work is to be attested by a medical certificate.
2. Pursuant to the agreement made, payments shall be made to the policyholder or directly to the insured person.

IV Obligations

Art. 20 Notification of illness and right to draw benefits

1. The insured person shall have to report his illness immediately, by the fifth day of the illness at the latest, through his employer by means of a notification of illness.
2. The insured person shall have to send his employer a medical certificate without special request. Together with the notification of illness, this is to be sent by the employer directly to Trust Sympany.
3. The employer shall have to report an employee's inability to work to Trust Sympany, within five days of the end of the agreed period of postponement, by means of an illness notification form and with a medical certificate enclosed. If Trust Sympany is notified later, the day on which the notification of illness reaches Trust Sympany shall be regarded as the first day of illness, provided the insured person or the employer do not demonstrate that they are not to blame for the delay.
4. The insured person himself shall be responsible for the medical certificate of inability to work being sent in good time.
5. In the case of inability to work, if the notification of illness is dispatched to Trust Sympany later than on the seventh day of the illness, the sickness allowance shall only be paid as of the day on which the form arrives at Trust Sympany.
6. Insured persons who were admitted under the reservation of a certain illness or have once before exhausted their entitlement to draw benefits, shall only be paid the daily allowance during the period of the employer's obligation to continue wage payments (OR 324 a). The following table shall be applicable:

| Employment duration | Days of entitlement |
|---------------------|---------------------|
| up to 2 years | 30 days |
| over 2 years | 60 days |
| 5 years | 90 days |
| 10 years | 120 days |
| 15 years | 150 days |
| 20 years | 180 days |

Art. 21 Duties of conduct in case of illness

1. The insured person shall be obliged to tolerate that a second physician is called in by Trust Sympany and to submit himself to checks by claims inspectors and by the medical examiner, as well as to dispense the physician in charge from his professional secrecy for the disclosure of information to Trust Sympany. The organs of Trust Sympany, as well as the policyholders or the persons commissioned with the implementation of insurance business on their behalf, are obliged to maintain strict secrecy.
2. Sick persons who change their place of stay during their illness or go to a health resort, shall have to notify Trust Sympany in advance.
3. Sick insured persons shall have to follow the instructions of the physician in charge.
4. Going to pubs and also driving motor vehicles is forbidden for sick insured persons drawing a sickness allowance. Journeys to medical examinations or prescribed treatments shall be excepted from this.
5. The performance of work of any kind is forbidden for insured persons who are completely unable to work, provided there is not a medical prescription for the performance of lighter tasks intended to speed up the healing process.

V Accident insurance

Art. 22 General

1. The accident insurance shall cover the loss of earnings as a result of an accident.
2. Apart from this, the provisions on loss of earnings insurance pursuant to Art. 3.1 shall be applicable analogously.

VI Accident insurance in addition to UVG

Art. 23 General

1. In addition to the benefits from the UVG insurer (SUVA), the losses of wages as a result of an accident, not covered pursuant to the insurance agreement, shall be covered.
2. The accident benefits shall be paid, provided the UVG insurer renders daily allowances after the third day of inability to work, or if the accident concerned is concluded by a pension from IV or the UVG insurer.
3. The employer shall have to furnish details of the insured person's average wage or the corresponding UVG documents as the basis for the calculation, and submit a copy of the UVG (SUVA) statement of account.
4. The same provisions shall also apply to accidents which are covered by military insurance.
5. Apart from this, the provisions of loss of earnings insurance pursuant to Art. 3.2 shall be applicable analogously.

VII Premiums

Art. 24 Rates

The premium rates for the various insurance types are regulated in the insurance agreement.

Art. 25 Obligation to contribute

1. The premiums shall be invoiced to the policyholder (employer) quarterly in advance by Trust Sympany on the basis of a provisional payroll total. At the end of a year, he shall be requested to submit the form "Declaration of payroll total", including a copy of the AHV statement of account. These data shall serve as the basis for the definitive statement of account for the premiums of the current year and at the same time as the "Provisional payroll total" for the new financial year.
2. All employees joining or leaving the company, as well as any possible insurance changes, are to be notified to Trust Sympany continuously by the policyholder, depending on the agreement made.

3. In the case of insurance with a percentage premium, Trust Sympany shall have the right to have the policyholder's payroll accounting inspected by a representative at any time. Untruthful statements in the wage declaration shall entitle Trust Sympany to withdraw from the agreement. The insured persons shall be at liberty to transfer to individual insurance.
4. If the premium payment is not made by the agreed date, Trust Sympany shall be entitled, after prior reminder in writing, to withdraw from the agreement without complying with the contractual period of notice and to charge interest on arrears of five per cent.

VIII Administration of justice

Art. 26 Order

1. If an insured person or the employer is not in agreement with a decision by Trust Sympany, he can request that Trust Sympany issue an order in writing within 30 days.
2. Trust Sympany shall state reasons for the order and provide it with instructions on rights of appeal; no disadvantage shall arise for the parties concerned from a possibly defective opening of an order.

Art. 27 Objection

1. Objections to orders can be lodged in writing with Trust Sympany within 30 days.
2. Trust Sympany shall state reasons for the rulings on objections and provide them with instructions on rights of appeal.
3. The objection procedure is free of charge; compensation shall not be paid to the parties.

Art. 28 Cantonal Insurance Court

1. Within 30 days of opening the ruling on the objection, an administrative court complaint can be lodged with the Insurance Court designated in the instructions on rights of appeal against the rulings on objections by Trust Sympany.
2. A complaint can also be lodged if Trust Sympany does not issue any order or ruling on the objection, contrary to the request of the person concerned.

Art. 29 Swiss Federal Insurance Court

An administrative court complaint can be lodged with the Swiss Federal Insurance Court against decisions by the cantonal insurance tribunals in accordance with the legislation governing the Federal Administration of Justice.

IX Miscellaneous

Art. 30 Suspension of operations

1. In the case of suspension of operations as a result of lack of work, strikes, lockouts, etc., the benefits shall only be paid by Trust Sympany if the premiums for all insured persons are safeguarded for the whole duration of the suspension. If such a safeguard is not provided, group insurance can be annulled on the day of suspension of operations, with notification to the insured persons.
2. In the case of an annulment pursuant to subsection 1, the insured persons shall have the right to transfer to Trust Sympany's individual insurance. The premiums for the individual insurance shall be invoiced directly to the insured persons by Trust Sympany.

Art. 31 Supplementary provisions

The Group Agreement as well as Trust Sympany's Articles of Association in force at the time being shall be decisive for all questions not specifically regulated in the above Regulations.

Art. 32 Pandemic

In the case of a pandemic declared by the Federal Office of Public Health, Trust Sympany shall be entitled to adjust the provisions of the Group Agreement within 30 days of the announcement. These adjustments shall have to take account exclusively of the special situation of the pandemic. This text is a translation. In the case of discrepancies the German version shall prevail.

