



Loss of Earnings Insurance (VVG).

General conditions of insurance (GCI)

Edition 2011



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1. General provisions

1.1 Purpose

The loss of earnings insurance for enterprises is an indemnity insurance that covers the loss of earnings which has been incurred through incapacity to work as a result of illness. Cover for loss of earnings as a result of an accident and birth (birth benefit) can be included.

1.2 Insurer

The insurer is Sympany Insurance Ltd., Basel (hereinafter referred to as Sympany).

1.3 Insurance contract

The insurance contract consists of

- the offer or the application for insurance, respectively, including any possible health declarations
- the insurance policy
- the Special Terms (ST) quoted in the insurance policy
- the present General Terms of Insurance (GTI).

Insofar as nothing to the contrary has been expressly agreed in the insurance contract, the Federal Law on Insurance Contracts (VVG) shall apply.

1.4 Masculine and feminine pronouns

Sympany subscribes to gender equality. Dispensing with the simultaneous use of masculine and feminine pronouns is only to ensure better legibility.

2. Group of insured persons

2.1 Policyholder

The policyholder is the company and associated business divisions specified in the insurance policy, or the natural person that concludes the contract.

2.2 Insured persons

2.2.1 Employees

The natural persons or groups of persons listed in the insurance policy who

- are in an employment relationship with the policyholder and
- are subject to AHV shall be insured.

Persons who continue working after reaching AHV age, shall belong to the group of insured persons until their 70th birthday, provided they were already employed by the policyholder when they reached AHV age and were fully capable of working.

Cross-border commuters shall be insured under the same conditions.

2.2.2 Insurance based on special agreements

Special agreements are required to insure the following:

- a) short-term temporary help (i. e. temporary help with a contract limited to a maximum of three months),
- b) part-time employees and hourly-rate employees who are not insured against the consequences of non-work-related accidents pursuant to UVG,
- c) home workers,
- d) persons with their residence abroad who are neither cross-border commuters nor expatriates nor short-stay employees.

2.2.3 Persons with a fixed annual wage
Self-employed persons, proprietors of companies, as well as spouses/life partners, children or parents also working in the company who are not included in the payroll accounting, shall be insured, provided they are listed in the insurance policy by name and with a fixed wage.

On application, managing directors who are regarded as employees on account of statutory provisions, can insure a fixed wage.

2.2.4 Non-insured persons

Excluded from the insurance are

- a) employees on loan to the policyholder from third-party companies,
- b) persons who work for the insured company on a contract basis.

3. Geographical validity

The insurance shall apply worldwide.

For expatriates, the insurance shall be valid for 24 months from the date of posting abroad. On request, insurance cover can be extended, as long as UVG cover is also in place.

4. Commencement, duration and termination of insurance contract

4.1 Commencement of insurance contract

Insurance cover commences on the date agreed in the insurance policy. The insurance contract may be concluded at any time during the calendar year.

4.2 Duration of insurance contract

The insurance contract is concluded for the duration specified in the insurance policy. The minimum contract term is one calendar year.

At the end of the agreed contract term, the contract shall be automatically renewed for a further year, provided it has not been terminated in due time.

4.3 Termination of insurance contract

4.3.1 Cancellation

The insurance contract can be cancelled in writing by both parties to the contract to the end of the calendar year, subject to a period of notice of three months. The earliest possible cancellation date is the expiry date specified in the insurance policy.

4.3.2 Expiration of the insurance contract

The insurance contract shall expire with immediate effect

- a) if the policyholder ceases his business activities,
- b) if the registered office is relocated abroad,
- c) if bankruptcy proceedings are instituted against the policyholder.

4.3.3 Dissolution by Sympany

Sympany is not bound to this contract and can cancel it:

- a) if premiums are in arrears pursuant to the provisions regarding payment default,
- b) if, at the time of concluding the insurance contract, the policyholder incorrectly stated or concealed material facts which he knew or had to know, or if the policyholder states facts that are false or conceals facts during the course of the insurance contract which would exclude or reduce Sympany's duty to pay benefits.

4.3.4 Waiver of right to cancel in the event of a claim

Sympany expressly waives its statutory right to cancel the contract in the event of a claim. It reserves the right to cancel the contract with effect from the expiry date of the contract.

5. Commencement, duration and termination of insurance cover

5.1 Commencement of insurance cover

Insurance cover for employees shall commence on the day of beginning work for the policyholder, or at the time stipulated in the employment contract, at the earliest, however, on the date of commencement of insurance cover stated in the insurance policy. Admission to the insurance shall take place without reservation and without a health declaration. Pre-existing injuries to health shall also be insured (full cover). Persons who at the time of commencement of insurance cover or on the day of beginning work are not fully able to work, shall only be insured when they are fully able to work again within the scope of their contract of employment.

Persons insuring a fixed wage must each apply individually for admission to the insurance, using an application for admission and enclosing a completed health declaration. Insurance cover (full cover) shall only begin after Sympany has confirmed admission in writing.

If insured persons have a right to more favourable conditions based on freedom of movement agreements, these conditions shall take precedence.

5.2 End of insurance cover

For the insured person, insurance cover shall end

- a) on termination of the employment relationship with the policyholder,
- b) on retirement,

- c) in the event of continued employment after attaining AHV age, on their 70th birthday,
- d) in the event of a voluntary period of absence, without a claim to pay, with the exception of periods of absence as a result of illness, accident, maternity or service in the Swiss Army or in civil defence. During unpaid leave, insurance shall continue for up to 210 days, so long as the employment relationship continues to exist. For the planned duration of unpaid leave, there shall be no claim for benefits and no premiums shall be due. If the insured person falls ill during unpaid leave, the days from the beginning of incapacity for work to the planned resumption of work shall be taken into account for the waiting period and duration of benefits. The duties to co-operate in the case of a claim shall apply pursuant to these GTI,
- e) with the death of the insured person,
- f) with the termination of the insurance contract,
- g) during the suspension of the duty to pay benefits as a result of a default in payment on the part of the policyholder.

5.3 Insurance cover after exhausting the maximum duration of benefits

If a new insured event occurs after exhausting the maximum duration of benefits, there shall only be insurance cover for this if the insured person continues to be employed by the policyholder, has again become fully or partially able to work and only to the extent of the additional inability to work caused by the new illness.

5.4 Transfer to individual insurance

5.4.1 Right to transfer

Each insured person residing in Switzerland may transfer to individual insurance

- upon withdrawal from the group of insured persons of the group insurance
- upon the end of receiving benefits, or
- upon the end of the insurance contract.

The right to transfer must be asserted in writing within three months of the orientation on the right to transfer. Individual insurance commences one day after withdrawal from the insured group of persons, after the end of receiving benefits or after the end of the insurance contract.

The conditions and tariffs for individual insurance which are valid at the time of transfer will apply.

This remains subject to the provisions for additional cover.

5.4.2 Employer's duty to inform

The policyholder shall have to inform the insured person at the time of termination of the employment relationship about the right of transfer and the period for transfer.

5.4.3 Scope of continued insurance

Sympany shall grant the transferee the insured benefits within the scope of the applicable conditions and tariffs of individual insurance at the time of transfer. The amount of the daily allowance shall be limited to the current earned income or the benefit payable under unemployment insurance (ALV), the maximum being restricted to the previously insured benefits or the maximum insurable daily allowance under individual insurance. Persons not in gainful employment can obtain insurance up to the level of a single maximum AHV pension. In addition, the provisions of Art. 100 Par. 2 VVG shall apply to unemployed persons in the meaning of Art. 10 of the Unemployment Insurance Law (AVIG).

5.4.4 Taking benefits already received into account

Benefits already received

- from this group insurance
- from previous insurers will be taken into account regarding the duration of individual insurance benefits.

5.4.5 Exclusion of right to transfer

There is no right to transfer

- a) in the event of a change of employer and transfer to that employer's loss of earnings insurance,
- b) in the event that the policyholder has concluded a new insurance contract for this group of persons with another insurer who must warrant the continuation of insurance cover based on the Free Movement of Persons Agreement,
- c) as long as benefits are provided in line with additional cover,
- d) when the insured person retires, at the latest on attainment of the AHV retirement age,
- e) for insured persons with their residence abroad,
- f) during the period of provisional cover,
- g) after exhausting the maximum duration of benefits resulting from this insurance.

6. Scope of insurance

6.1 Amount of insured daily benefit

The amount of the insured daily benefit shall be agreed between the policyholder and Sympany.

6.2 Insured earnings

6.2.1 General

The daily benefit shall be calculated as one 365th of the insured earnings. The daily benefit thus determined shall be paid for each calendar day. Third-party benefits shall be taken into account (indemnity insurance).

6.2.2 Employees

The basis of assessment for daily benefits shall be the last AHV-liable salary drawn from the policyholder prior to the occurrence of the insured event, including salary items legally due but not yet paid.

For persons not liable to AHV, the gross wage agreed shall apply instead of the AHV wage.

Income received from other activities shall not be taken into account. If the income is subject to major fluctuations (e.g. commissions, profit sharing, irregular temporary work, etc.), the wage earned in the last twelve months before becoming incapacitated for work shall be divided by 365 for the calculation of the daily benefit. If the period of time prior to becoming incapacitated for work is less than 12 months, the daily benefit shall be calculated by analogy.

Wage adjustments as a result of a change in the level of employment or general wage increases shall only be taken into account if they had already been contractually agreed before the occurrence of incapacity for work.

6.2.3 Persons with fixed payroll total

The fixed payroll total agreed to in advance forms the basis of assessment for the persons named in the insurance policy.

A new health declaration shall be required for an increase in an agreed fixed wage. Any possible rejection of the application by Sympany shall only be made for the increase in insurance applied for.

6.3 Maximum cover

The amount of the insurable earnings per person and year is limited to CHF 250 000.

7. Benefits

7.1 Requirements for benefits

7.1.1 Sickness

Sickness is defined as an impairment of physical, mental or psychological health which is not the result of an accident and which requires medical examination or treatment, and results in incapacity for work.

7.1.2 Accident

Accident is defined as a sudden, non-intentional injury to the human body by an extraordinary external factor, which results in an impairment of physical, mental or psychological health. The following conclusive list of injuries to the body are considered equivalent to accidents even without any extraordinary external factors being involved, insofar as they are not clearly the result of sickness or degeneration:

- a) bone fractures
- b) dislocation of joints
- c) meniscus tears
- d) muscle tears
- e) pulled muscles
- f) tendon tears
- g) ligament lesions
- h) ear drum injuries

Non-accident-related damage to objects which have been fitted as a result of an illness and substitute a body part or a body function, shall not be regarded as physical injuries in the meaning of the above paragraph.

Occupational diseases which are accepted as such pursuant to the accident insurance law, shall be considered equivalent to accidents.

7.1.3 Right to maternity benefits

The right to a birth benefit originates with the right to maternity benefits according to the Substituted Earnings Act (EOG).

7.1.4 Incapacity to work

Incapacity to work is given when the insured person is wholly or partially unable to carry out his work duties or another reasonable form of gainful employment due to sickness, accident or birth. Partial incapacity to work is given in cases of an incapacity to work of at least 25 per cent.

7.1.5 Certificate of incapacity for work

The payment of daily allowances shall be contingent on the provision of a medical certificate of incapacity for work in respect of the insured person. Backdating of the certificate shall be permissible up to a maximum of three days.

7.2 Scope of benefits

7.2.1 General

Benefits shall be calculated according to the agreed scope of insurance and these present terms of insurance.

After the end of the contractually agreed waiting period, the daily benefit insured shall be paid for the duration of the medically certified incapacity for work. In the case of partial incapacity for work, the daily benefit shall be paid in accordance with the degree of incapacitation.

7.2.2 Suspension of benefits for illness and accident in the case of maternity

During the period in which there is a claim for maternity allowance in accordance with the Substituted Earnings Act (EOG) or to birth benefit, the duty to pay benefits for illness or an accident shall be suspended.

7.2.3 Birth benefits

Birth benefits supplement the maternity allowance in accordance with the Substituted Earnings Act (EOG). They shall not be paid if the insured person's employment relationship ends before giving birth.

7.2.4 Stay abroad during incapacity for work

If an insured person who is incapacitated for work and draws benefits from Sympany, goes abroad without Sympany's prior consent in writing, there shall be no right to benefits during the stay abroad. This restriction shall not apply to cross-border commuters when staying in Switzerland.

7.3 Duration of benefits

7.3.1 Principle

Sympany shall pay the insured benefits throughout the duration of benefits stipulated in the insurance policy, at the longest, however, until termination of the insurance contract. This shall be subject to the provisions regarding additional cover. The duration of benefits shall be determined according to the insured event. If an additional damaging event occurs during an ongoing insured event, the daily benefits for the first case already drawn shall be taken into account when determining the duration of benefits for the second case.

Benefits shall commence after expiry of the agreed waiting period. The waiting period shall begin with the first day of the medically certified incapacity for work, at the earliest three days before the first medical treatment. The waiting period shall be calculated per insured event.

Days of partial incapacity for work shall be deemed to be full days for the determination of the waiting period and of the duration of benefits.

7.3.2 New insurance case

Renewed occurrence of sickness or of the consequences of an accident (relapse) are treated as a new insurance case, if the insured person was capable of work for an unbroken period of 12 months since the last occurrence of the same sickness or the same consequences of the accident. The level of employment at the beginning of the insured event will be regarded as decisive.

7.3.3 Additional cover

Persons who are fully or partially incapable of working at the time of termination of their contract of employment shall be entitled to receive benefits up to the end of the benefit case substantiating additional cover, at the longest, however, until the expiry of the agreed duration of benefits. Relapses shall not give any right to further benefits.

Additional cover shall not apply

- a) if another insurer must ensure the further payment of daily benefits on the basis of vested benefits conventions,
- b) in the event of dissolution of the employment relationship in the probationary period or in the case of a fixed-term employment relationship,
- c) in the case of retirement,
- d) in the case of employees resident abroad (does not apply to cross-border commuters).

If additional cover does not apply, the provisions on the transfer to individual insurance shall apply.

7.3.4 Duration of benefits in the event of birth

If there is a right to a maternity allowance in accordance with the Substituted Earnings Act (EOG), the daily benefit insured shall be paid, following deduction of the maternity allowance, for a maximum of 112 days from giving birth. The right to birth benefits shall end if the insured woman resumes her employment before the end of the period for drawing benefits.

Birth benefits shall be paid without taking a waiting period into account, and they shall not be taken into account for the agreed maximum duration of benefits in the case of illness or an accident.

7.3.5 Duration of benefits after reaching AHV age

For insured persons who remain in gainful employment on reaching the AHV pension age, there shall still be a right to the daily benefit insured for a total of 180 days, at the longest, however, until reaching the age of 70.

7.3.6 Minimum duration of benefits (according to scale)

Minimum benefits shall be paid

- a) for insured temporary employees,
- b) if the insured person falls ill during a stay abroad that was not job-related, until his return to Switzerland, unless he is being treated as an in-patient in hospital,
- c) in the case of illnesses and accidents as a result of military conflicts the outbreak of which predates the occurrence of the incapacity for work by more than 14 days,
- d) for the consequences of earthquakes and natural disasters,
- e) for epidemic illnesses.

In accordance with the employer's obligation to continue paying wages, the duration of benefits shall be in line with the duration of employment in the insured company, based on the following scale:

3 to 12 months	3 weeks
up to 3 years	9 weeks
up to 9 years	13 weeks
up to 15 years	17 weeks
up to 20 years	22 weeks
up to 25 years	27 weeks
up to 30 years	31 weeks
over 30 years	36 weeks

If short-stay employees return to the insured company every year, the duration of employment shall be taken into account on the basis of the total number of months worked for the company.

7.3.7 Taking benefits into account in the event of contract transfer

Benefits already drawn from previous insurers shall be taken into account for the duration of benefits in the case of a contract transfer or a contract renewal.

7.4 Restrictions to benefits

7.4.1 Exclusion from benefits

There shall be no claim for insurance benefits:

- a) for the consequences of accidents and occupational diseases which have to be covered by another insurer,
- b) if the certificate of incapacity for work was issued by a physician or chiropractor not recognised by Sympany,
- c) in the case of participation in military actions, disturbances and suchlike, as well as in foreign military service,

- d) in the case of illnesses and accidents as a consequence of active participation in punishable activities, brawls and other acts of violence,
- e) if, despite a reminder, no payment has been made by the policyholder until the expiration of the deadline for payment,
- f) on termination of the insurance contract,
- g) during an unpaid vacation,
- h) if the insured person with intent wrongfully draws, or attempts to draw, benefits,
- i) if the impairment to health was intentionally brought about,
- j) in the case of impairment to health as a result of ionising radiation,
- k) if the insured person temporarily leaves Switzerland during a period of incapacity for work without Sympany's approval, until his return to Switzerland.

7.4.2 Restrictions to benefits

Benefits may be reduced:

- a) if the illness or the consequences of an accident are only partially the cause of the incapacity for work,
- b) in the case of impairments to health which are attributable to a hazardous risk, i. e. if the insured person exposes himself to a particularly great danger without taking precautions, or being able to take them, which would reduce the risk to a sensible level; this shall exclude endeavours to rescue other persons; in particular, participation in races using motor vehicles, or training for the same, shall be deemed to be a hazardous risk in the meaning of this provision,
- c) if the insured person repeatedly and in a serious manner refuses to comply with orders by Sympany or directions by the physician,
- d) if the documentation required to substantiate the insurance claim is not submitted within four weeks, despite reminders in writing. Minimum benefits (duration of benefits according to scaled cover) will be paid:
- e) for insured temporary employees,
- f) during a stay abroad which is not job-related. The full insured benefits shall be paid for the duration of a stay in hospital abroad,
- g) in the case of illnesses and accidents as a consequence of military conflicts the outbreak of which predates the occurrence of the incapacity for work by more than 14 days,
- h) for the consequences of earthquakes and natural disasters,
- i) for epidemic illnesses.

7.5 Reimbursement

Benefits drawn inadvertently or wrongfully are to be reimbursed to Sympany.

7.6 Provision of benefits

7.6.1 Payment of daily benefits in the event of sickness and accident
Daily benefits will be paid after regaining the capacity to work based on a medical certificate. If the period of incapacity for work lasts for more than one month, daily benefits shall be paid out monthly in arrears. Daily benefits shall be paid to the policyholder for onward payment to the insured persons concerned, as long as they are employed by the policyholder.

7.6.2 Set-off
Sympany may set off benefits due against receivables from the policyholder.

The insured person or the policyholder respectively shall not be entitled to set off premiums against receivables.

7.6.3 Pledging and assignment
The assignment and pledging of insurance benefits from Sympany is not allowed without Sympany's agreement in writing.

7.6.4 Limitation of actions
The claim for benefits by the policyholder or the insured person respectively against Sympany shall become statute-barred two years after the occurrence of the event resulting in Sympany's duty to pay benefits.

8. Duty to assist in case of sickness and accident

8.1 Duties in the event of a claim

If a case of incapacity for work will probably lead to insurance benefits,

a) the insured person or the policyholder shall have to notify this to Sympany within five days using the form provided. In the case of a waiting period of more than 21 days, the notification has to be made no later than 30 days after the beginning of the incapacity for work. The medical certificate on the degree and duration of the incapacity for work is to be submitted to Sympany at the same time as the notification. If the notification is made late without adequate justification, Sympany shall only provide benefits from the time of receiving the said notification. Sympany must be informed immediately if there is a reduction in the degree of incapacitation. If the incapacity for work lasts longer than one month, the insured person shall be obliged to submit a medical confirmation of the incapacity for work every four weeks.

- b) expert medical treatment is to be ensured as soon as possible. The physician's directions are to be obeyed.
- c) on Sympany's request, the insured person shall have to undergo examination by physicians commissioned by Sympany. The costs shall be borne by Sympany.
- d) the insured person shall be obliged to report any possible, as yet unclarified claim for benefits under UVG, IVG or EOG to the agency responsible.

8.2 Damage mitigation

The insured person shall have to do everything which may contribute to a reduction of benefits. The insured person who will probably remain completely or partially incapacitated for work in his original occupation, shall be obliged to put any remaining capacity for work to good use in another occupation or field of duties, or he shall have to register to obtain unemployment benefits. Sympany shall request the insured person to adapt his previous activity or to effect a change of job or occupation respectively, setting a reasonable deadline for this.

The insured person shall be obliged to notify his expected claim for benefits to IV (pension, vocational retraining, occupational measures). If, after being requested by Sympany, he refuses to make the notification to IV, the daily benefit payments can be temporarily stopped.

8.3 Duty to provide information

In all cases in which a claim for benefits is being asserted against Sympany, the insured person or the policyholder respectively shall place all the information at the disposal of Sympany which is required for the assessment of the duty to furnish benefits, the amount of the benefits or the duration of the benefits.

The insured person absolves the doctors involved with his treatment and other medical personnel from their duty of confidentiality with respect to Sympany. Sympany can, if necessary, obtain information from other insurers.

The insured person and the policyholder will provide Sympany, of their own accord, with information regarding all third-party benefits in the event of sickness, accident and disability. On request, third-party accounts are to be submitted to Sympany.

The policyholder is required to implement the duty to disclose with respect to the insured person.

Sympany may verify the incapacity to work in each case as well as the loss of earnings not covered and, if necessary, institute its own suitable control measures.

8.4 Breach of duty to assist

The insurance benefits will be temporarily or permanently reduced or declined in very serious cases, if the insured person or the policyholder, respectively, breaches the duties arising from these GCI in an inexcusable manner.

8.5 Withholding tax

If the daily benefits are paid to the policyholder for onward payment to the insured person, the policyholder is responsible for the lawful accounting and payment of the withholding tax.

9. Premium

9.1 Calculation of premium

The insured company's gross payroll total liable for AHV shall be decisive for the calculation of premiums, at the most, however, the maximum insurable earnings per person and year agreed in the policy.

Gross wages of persons not subject to AHV shall also be relevant for the calculation of premiums. If a fixed payroll total was agreed in advance for persons named in the insurance policy, this shall be considered the basis for calculations. The insurance premium rate of the insured payroll total is regulated in the insurance policy.

9.2 Payment of premium

9.2.1 Invoicing and due date
Sympany issues an advance invoice to the policyholder on a quarterly, semi-annual or annual basis.

The premiums are due in advance by the policyholder and payable by the due date as stipulated in the insurance policy.

The amount of the advance invoice is based on the definitive payroll total of the previous calendar year.

9.2.2 Final account

Sympany will send the policyholder a declaration form after the end of the calendar year. The policyholder must return the declaration of the payroll total with the requisite documents (AHV declaration, lists of insured persons, payroll records, etc.) within one month to Sympany. Sympany will calculate the final premium amounts based on this information and will present a final account. There will be no additional payment or refund if the difference is less than CHF 10.

If the policyholder fails to comply with his duty to report the payroll total, or if there are no figures available for the previous year, Sympany may use estimated figures to determine the definitive final account as well as the future advance premium amounts.

9.2.3 Inspection of payroll accounting
Sympany has the right to inspect the policyholder's payroll accounting.

9.2.4 Refund of premiums

If the premium has been paid in advance for a specific contract term and if the insurance contract is dissolved for statutory or contractual reasons before the expiry of the agreed contract term, Sympany will refund the premium for the remaining contract period, and will no longer invoice any premiums falling due later.

The premium for the ongoing insurance period is due in its entirety if the policyholder cancels the contract in the event of a claim and the contract has been in force for less than one year at the time of the cancellation.

9.2.5 Payment default

If the policyholder's premium payment obligation is not fulfilled within an additional period of 30 days, Sympany will issue a written request that the outstanding premiums be paid within a period of 14 days. The request for payment will draw the attention of the policyholder to the consequences of non-payment.

If, despite issuing the request for payment, no payment is made within this reminder period, the duty to pay benefits will be suspended from the end of the reminder period until the payment of the full amount of the outstanding premiums including all interest and administrative costs. For loss of earnings incurred during the suspension of the duty to pay benefits, there will be no right to benefits even once the arrears have been paid.

If the outstanding advance premium or final account is not forcibly collected within a period of two months after the end of the reminder period, then the insurance contract will lapse.

9.3 Waiver of premium in the event of a claim

As long as the employment relationship at the insured company exists, or benefits are being provided within the scope of additional cover, the duty to pay premiums no longer applies, to the extent of the benefits provided on the basis of this contract.

Insured persons with a fixed payroll total who are listed in the insurance policy are excepted from this provision.

9.4 Premium adjustments

A change of premium on account of the claims experience may be implemented if the benefits (including the contingency reserves) exceed 75 per cent of the premiums in the observation period. The observation period shall be regarded as being the current calendar year and at least two preceding years, regardless of where the policyholder was insured during this time. The policyholder will be notified of premium adjustments at the latest 30 days before the end of a calendar year. The policyholder has the right to cancel the insurance contract within 30 days of the notification, to the time of the premium adjustments taking effect. If no notice of termination is given, this shall be considered as consent to the premium adjustment.

9.5 Profit participation

Profit participation may be agreed to. If profit participation is agreed to, the policyholder will participate in any profit made after three full insurance years in each case (= accounting period). The profit shall be determined by subtracting the insurance benefits paid from the decisive premium share collected in the accounting period. The decisive premium share and the profit participation system are mentioned in the insurance policy. An account will be issued as soon as the premiums related to the accounting period have been paid and the corresponding claims have been completed. Losses will not be carried forward to the next accounting period. If, after the account has been prepared, cases of illness and consequences of accidents are reported or further payments made which fall within the closed accounting period, a new account of the profit participation will be prepared. Sympany can request the refunding of profit participation amounts already paid out. The right to profit participation lapses if the insurance contract is dissolved before the end of the accounting period.

10. Third parties

10.1 Subsidiarity

10.1.1 General

If the insured person also has a statutory or contractual claim for benefits from social insurance schemes, company insurance schemes or from a liable third party for an insured event, Sympany shall supplement these benefits within the scope of its own obligation to pay benefits up to the amount of the insured daily benefit. Sympany shall be under no obligation to pay benefits in accordance with these GCI to the extent of the claims to benefits against third parties.

10.1.2 Multiple insurance

If the insured person receives benefits based on another private daily benefits insurance, Sympany shall pay on a pro rata basis. This shall also apply if the other insurer's obligation to provide benefits is purely subsidiary.

10.1.3 Waiver of benefit

If insured persons wholly or partially waive benefits from third parties without the consent of Sympany, the duty to pay benefits according to these GCI shall no longer apply. The capitalisation of a claim for benefits and the non-assertion of claims against third parties shall also be regarded as a waiver, in particular if the insured person does not register to obtain disability benefits despite being requested to do so by Sympany.

10.1.4 Advance benefits and recourse

Sympany can pay advance benefits instead of a third party liable to do so, provided the insured person has endeavoured unsuccessfully, within the bounds of what is reasonable, to assert his claims and has assigned his claims against the third party to Sympany to the extent of the benefits paid.

10.2 Excessive compensation

10.2.1 Employees

The concurrence with benefits from third parties must not result in overcompensation for the insured person or the policyholder. The overcompensation limit shall be equivalent to the amount of the daily benefit insured. Sympany shall reduce its benefits to the overcompensation limit. Days with partial benefit or no benefit as a result of such a reduction on account of a claim for third-party benefits shall count as full days for the calculation of the duration of benefits and also of the waiting period. If Sympany has paid benefits, it shall reclaim subsequent payments from social insurance schemes (in particular from disability insurance) to the insured person directly from the social insurance concerned. The amount reclaimed shall be equivalent to the amount of overcompensation.

10.2.2 Daily benefit insurances with other insurers

The policyholder must immediately notify Sympany of any existing or newly concluded daily benefit insurances with other insurers.

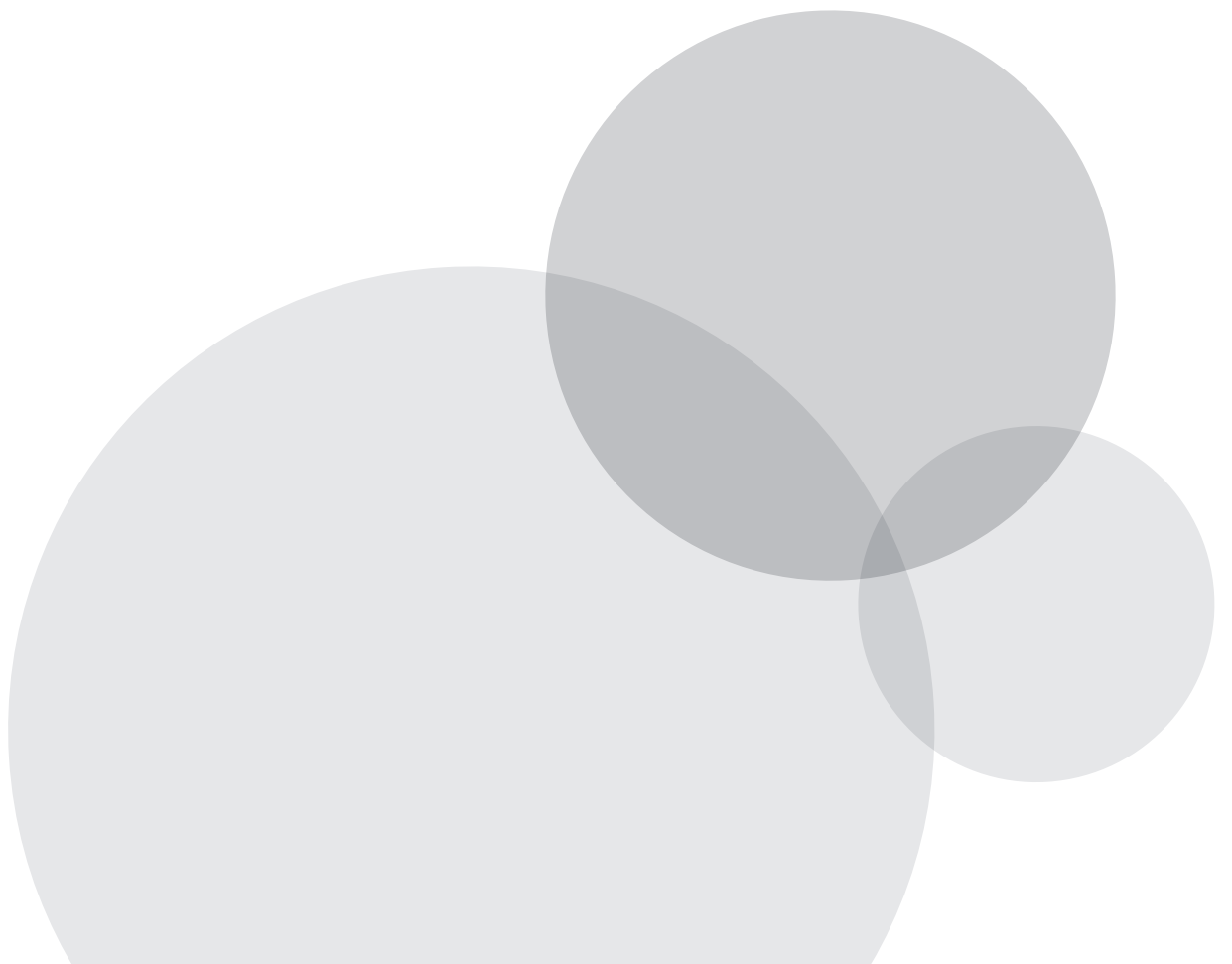
11. Notifications

Notifications by Sympany are legally valid when provided in writing to the insured person or the policyholder. Changes which are of major significance to the insurance, in particular with regard to the composition of the group of insured persons, to the collective labour agreement or to the BVG regulations, have to be notified to Sympany in writing within 30 days.

12. Jurisdiction

For litigation arising out of the insurance contract, the plaintiff may elect to have recourse to the court at the Swiss domicile, at the Swiss place of employment or at the registered office of Sympany.

This text is a translation. In the case of discrepancies the German version shall prevail.





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