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Loss of Earnings Insurance KVG

General conditions of insurance (GCI)

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Loss of Earnings Insurance KVG

1 General provisions

1.1 Purpose

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

If the accident risk is also insured, the relevant subsections below shall apply by analogy.

1.2 Insurer

The insurer is Vivao Sympany AG, Basel (hereinafter referred to as Sympany).

1.3 Insurance contract

The insurance contract consists of

- the offer or application for insurance respectively, including any health declarations,
- the insurance policy,
- the Special Terms (ST) listed in the insurance policy,
- these present General Conditions of Insurance (GCI).

Any agreement reached between the parties shall apply other than where mandatory provisions of the Federal Law on Health Insurance (KVG), the Health Insurance Ordinance (KVV) or the general part of the Social Insurance Laws (ATSG) are applicable.

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.

1.5 Data protection

In particular, insured persons' data is processed in accordance with the applicable legal data protection provisions of the Federal Act on Data Protection of 25 September 2020 (DSG, SR 235.1), Art. 33 of the Federal Act of 6 October 2000 on General Aspects of Social Security Law (ATSG, SR 830.1) and Art. 84, 84a and 84b of the Federal Law on Sickness Insurance of 18 March 1994 (KVG, SR 832.10). As regards insurance relationships with international relevance, data is processed in accordance with the applicable provisions (e.g. GDPR [EU] 2016/679 of 27 April 2016). The data collected from the insured person is used for the purpose of

processing the insurance contract (e.g. claims processing, debt collection or document management). Only the data used for this purpose is collected. Detailed information on data protection can be found on Sympany's website at www.sympany.ch/data-protection

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

Those natural persons or groups of persons listed in the insurance policy are insured who

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

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

Cross-border commuters, expatriates and short-stay employees are insured under the same pre-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 also insure a fixed wage.

Persons with a fixed annual wage must complete a health declaration (cf. Art. 4.2).

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 Insurance options

4.1 Full cover

4.1.1 Prior sicknesses and accidents

If acceptance is agreed without the requirement for a health declaration, benefits shall also be provided for illnesses and accident consequences existing at the time of commencement of insurance protection.

4.2 Cover with health declaration

4.2.1 Principle

Cover with health declaration aims at insuring the loss of earnings as a result of illness and the consequences of accidents which occur after the beginning of insurance cover.

In order to check existing illnesses and the consequences of accidents, a health assessment is carried out by means of a declaration by the insured person on the form provided by Sympany at the time of joining the company or submitting an application for insurance with Sympany. Newcomers with freedom of movement of benefits pursuant to Art. 70 KVG must present proof of their previous insurance relationship.

4.2.2 Previously existing illnesses and accidents
Art. 69 KVG shall apply with respect to reservations of insurance. Wage increases within the scope of the collective labour agreement (GAV) shall be insured without a new health check.

4.2.3 Duty to provide information

The insured person is obliged to answer the questions asked in the health declaration completely and truthfully. Sympany may require a medical certificate or an examination by an independent medical examiner. It can choose the physician and shall bear the costs of the examination.

A reservation can be imposed retrospectively if the insured person made incorrect or incomplete statements.

4.2.4 Policyholder's obligation

The policyholder must ensure that Sympany receives all required details about the insured person. He is obliged to inform the insured persons, on their entry into the insurance cover, of any possible benefit restrictions due to prior sicknesses and the consequences of accidents.

5 Commencement, duration and termination of insurance contract

5.1 Commencement of insurance contract

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

5.2 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.

5.3 Termination of insurance contract

5.3.1 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.

5.3.2 Lapse of insurance contract

The insurance contract lapses 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.

5.3.3 Cancellation by Sympany

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

- a) in the case of stoppages of business as a result of lack of work, strikes, lockouts, etc. if the premiums are not safeguarded. In the case of cancellation, the insured shall have the right to transfer to individual insurance. After the transfer to individual insurance, the insured person shall be the premiumpayer,
- b) if, at the time of concluding the insurance contract, the policyholder incorrectly stated or concealed substantial 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.

6 Commencement, duration and termination of insurance cover

6.1 Commencement of insurance cover

Insurance cover for employees commences on the day of beginning work for the policyholder, at the earliest on the commencement of insurance cover stated in the insurance policy. Admission to the insurance shall take place without reservation and without a health declaration (full cover). Previously existing injuries to health shall also be insured. 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 framework of their contract of employment.

Persons insuring a fixed wage must each apply individually for admission to the insurance, with an application for admission and a completed health declaration. Insurance cover (excluding previously existing illnesses and accidents pursuant to Art. 69 KVG) shall commence after receipt of the duly completed health declaration.

The insurance cover of persons who wish to insure a fixed wage and are newcomers with freedom of movement of benefits pursuant to Art. 70 KVG, shall commence on the day of notification of the transfer and subject to the condition that proof of freedom of movement shall be furnished within three months of the occurrence of the reason for the freedom of movement. The complaints re-

served by the previous insurer shall be excluded from insurance cover. The previous insurer's reservations shall be continued by Sympany until the end of the original term of reservation.

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

6.2 End of insurance cover

The insurance cover for the insured person 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 reaching their 70th birthday,
- d) with the exhaustion of the right to benefits,
- e) 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 to 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 cooperate in the case of a claim pursuant to these GCI shall apply,
- f) with the death of the insured person,
- g) with the termination of the insurance contract,
- h) during suspension of the duty to pay benefits as a result of a default in payment on the policyholder's part,
- i) if giving up residence in Switzerland,
- j) on losing the work permit from the aliens registration office without any prospect of renewal,
- k) as a result of a health insurance order. Should an insured's behaviour prove to be improper or inexcusable, making it unacceptable for Sympany to continue the insurance relationship, the insured may, after prior warning, be excluded if he

- untruthfully or incompletely answers the questions asked in the acceptance or transfer application or
- deliberately obtains or endeavours to obtain benefits to which he is not rightfully entitled or
- fails to reimburse wrongfully obtained benefits after a request to that effect or if he plays a part in assisting other insured persons to obtain benefits to which they were not entitled or
- seriously violates these general terms and conditions of business.

The exclusion shall be communicated to the insured by means of an appealable order.

6.3 Transfer to individual insurance

6.3.1 Right of transfer

Every insured person resident in Switzerland can transfer to individual insurance

- on withdrawal from the group of insured persons in group insurance, or
- on the end of the insurance contract.

The right of transfer is to be asserted in writing within three months of being informed of the right of transfer. Individual insurance cover shall commence one day after withdrawal from the group of insured persons or after the end of the insurance contract. The conditions and tariffs of individual insurance valid at the time of the transfer shall apply.

This shall remain subject to the provisions for additional cover.

6.3.2 Employer's duty to provide information

On termination of the employment relationship or at the end of the insurance contract respectively, the policyholder shall have to inform the insured persons about the right of transfer and the period for transfer.

If an insured person receives additional cover benefits, the insurer shall provide him with information.

6.3.3 Scope of the continuing 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. Unemployed persons are also subject to the provisions of Art. 73 para. 2 KVG.

6.3.4 Reservations and taking benefits already received into account

- a) Existing reservations shall be continued until the end of the reservation term of five years,
- b) The previous term of insurance, as well as the benefits received from this group insurance, and also from former insurers, shall be taken into account.

6.3.5 Exclusion of the right of transfer

There shall be no right of transfer

- a) in the event of a change of employer and transfer to that employer's loss of earnings insurance,
- b) if the policyholder has concluded a new insurance contract for this group of persons with another insurer, and the latter has to guarantee continuation of insurance cover on account of the freedom of movement convention or the convention among KVG insurers, or the law,
- c) so long as benefits are provided within the scope of additional cover,
- d) if the insured person is pensioned off, at the latest on reaching AHV pension age,
- e) if the insured person has his place of residence abroad (not applicable to crossborder commuters),
- f) after exhausting the maximum duration of benefits.

7 Scope of insurance

7.1 Amount of insured daily benefit

The amount of the daily benefit is agreed between the policyholder and Sympany.

7.2 Insured earnings

7.2.1 Amount of insured income

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

7.2.2 Employees

The basis of assessment for daily benefits is 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 subject to AHV, the gross wage agreed in accordance with AHV standards shall apply instead of the AHV wage. For persons not subject to AHV, the agreed gross wage including unpaid components of the wage to which there is a legal entitlement shall apply instead of the AHV wage. Income received from other activities will 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.

7.2.3 Persons with a fixed wage

The basis of assessment for the persons listed by name in the insurance policy shall be the fixed wages agreed in advance.

A new health declaration shall be required for an increase in an agreed wage. Any reservation shall only concern the increase in insurance being applied for and shall be applicable for a maximum of five years.

7.3 Maximum cover

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

8 Benefits

8.1 Requirements for benefits

8.1.1 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.

8.1.2 Accident

An accident is defined as being a sudden, uninitiated damaging effect of an unusual external factor on the human body which results in an impairment of physical, mental or psychological health. The occupational diseases and accident-like physical injuries listed in the ordinance on compulsory accident insurance (UVV) are considered equivalent to accidents.

The following, conclusive list of physical injuries, insofar as they are not clearly attributable to illness or degeneration, shall be considered equivalent to accidents, even without any unusual external factors being involved:

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

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.

8.1.3 Right to maternity benefits

Daily benefits shall be paid in the case of maternity if the insured woman has been insured with Sympany or other insurers pursuant to KVG for at least 270 days, without an interruption of more than three months, until the day of her giving birth. The right to benefits shall begin on the day of giving birth. The insured woman shall have a right to daily maternity benefits for 16 weeks. The daily maternity benefits shall not be taken into account for the maximum duration of benefits.

The daily maternity benefits shall be paid in addition to the maternity allowance in accordance with EOG, and they shall be cut in the case of overcompensation.

8.1.4 Incapacity for work

Incapacity for work is given when the insured person is wholly or partially unable to perform reasonable gainful employment in his previous occupation or previous field of duties due to sickness, accident or birth. In the case of incapacity for work of more than 6 months' duration, a reasonable activity in another occupation or field of duties shall be taken into consideration.

Partial incapacity for work is given in cases of an incapacity for work of at least 25 per cent.

8.1.5 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.

8.2 Scope of benefits

8.2.1 General

Benefits are calculated according to the agreed scope of insurance and these present conditions of insurance. After the end of the statutory or contractual waiting time, the insured daily benefit shall be paid for the duration of the medically certified incapacity for work.

8.2.2 Partial incapacity for work and unemployed insured persons

1. In the case of partial incapacity for work, the daily benefit shall be paid in accordance with the degree of incapacitation. The reduced daily benefit shall be paid for a duration of 720 days within 900 days. The insurance cover for the remaining capacity for work shall remain in force.
2. In the case of an incapacity for work of more than 50 per cent, unemployed insured persons shall be paid the full daily benefit, and in the case of an incapacity for work of more than 25 per cent, but a maximum of 50 per cent, half the daily benefit.

8.2.3 Birth benefit

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

8.2.4 Stay abroad during incapacity for work

If an insured person who is incapacitated for work and draws benefits from Sympany goes abroad without obtaining Sympany's prior consent in writing, there shall be no claim to benefits during the time of the stay abroad, if Sympany has not consented to the stay abroad beforehand.

This restriction shall not apply to cross-border commuters, expatriates and during a medically required hospital stay abroad.

8.3 Duration of benefits

8.3.1 Principle

The daily benefit shall be paid for one or more illnesses during 720 days within 900 days. The exceptions pursuant to subsections 8.3.2 to 8.3.7 shall apply.

The benefits shall begin after the end of the statutory or agreed waiting time. The waiting time shall begin with the first day of the medically certified incapacity for work, at the earliest three days before the first medical treatment. If it is not expressly stipulated in the contract whether the waiting time has to be taken into account anew for each insured event or once within 365 days, the waiting time shall be calculated per insured event.

The renewed occurrence of an illness or consequences of an accident (relapse) shall be treated as a new insured event if the insured person was capable of working for an unbroken period of 12 months since the last occurrence of the same illness or the same consequences of an accident. The level of employment at the time of the occurrence of the insured event shall be regarded as decisive. If a new insured event occurs, the statutory or agreed waiting time shall be taken into account once again. In the case of a relapse, the waiting time shall not be taken into account once again.

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

The insured person may not stay the exhaustion of his entitlement to draw benefits by renouncing the sickness allowance before the medically certified ending of the inability to work.

8.3.2 New insurance case

If an insured person who has exhausted the period of drawing benefits of 720 days within 900 days in the loss of earnings insurance, becomes fully capable of working again, and provided he has worked 100 per cent for three months in succession, he shall have a right, in the case of illness, to the insured daily sickness benefit for the duration for which the employer would be obliged to continue to pay wages pursuant to Art. 324a of the Code of Obligations (CO). The table of Art. 8.3.6 letter f) shall apply in this regard.

8.3.3 Additional cover

Persons who are wholly or partly 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, but in any case not beyond the expiry of the agreed duration of benefits. Relapses shall not provide a right to further benefits.

Additional cover shall not apply:

- a) if another insurer is obliged to ensure the ongoing payment of daily allowances on account of a freedom of movement agreement,
- b) in the event of termination of the contract of employment during the probationary period or in respect of a temporary contract of employment,
- c) on taking retirement,
- d) for employees whose place of residence is abroad (does not apply to cross-border commuters).

Additional cover shall cease at the time of expiry of the insurance contract.

If additional cover lapses, the provisions for transfer to individual insurance shall apply.

8.3.4 Duration of benefits in the event of birth

If there is a claim to maternity allowance in accordance with the Substituted Earnings Act (EOG), the daily benefit shall be paid, after deducting the maternity allowance in accordance with EOG, for a maximum of 112 days from giving birth up to the overcompensation limit pursuant to Art. 69 ATSG. The claim to birth benefits shall end if the insured woman resumes her employment before the end of the period of drawing benefits.

Birth benefits shall be paid without taking a waiting time 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.

8.3.5 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 claim to the insured daily benefit for a total of 180 days, at the longest, however, until reaching the age of 70.

This shall also apply to the owner of the business and to his family members working in the business, but not included in the payroll (spouses, parents, children).

8.3.6 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 which was not job-related, until his return to Switzerland, unless he is an inpatient in hospital care,
- c) in the case of illnesses and accidents as a consequence of military conflicts the outbreak of which predated the occurrence of the incapacity for work by more than 14 days,
- d) for the consequences of earthquakes and natural disasters,
- e) for epidemic diseases.
- f) In line with the employer's obligation to continue paying wages according to the duration of the employment relationship in the insured company, the duration of benefits shall be 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 to be taken into account shall be based on the total number of months worked in the company.

8.3.7 Taking benefits into account in the event of contract transfer

Benefits already received from previous insurers will be taken into account regarding the duration of benefits in the event of a contract transfer or contract renewal.

8.4 Restrictions to benefits

8.4.1 Exclusion from benefits

There shall be no claim to 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 ionised radiation,
- k) if the insured person leaves Switzerland temporarily during a period of incapacity for work without Sympany's consent, until his return to Switzerland.

8.4.2 Limitations 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.

8.5 Obligation to reimburse

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

8.6 Provision of benefits

8.6.1 Payment of daily benefits in the case of illness and accident

Daily benefits shall be paid out after regaining the capacity for work, on the basis of 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.

8.6.2 Payment of birth benefits

Birth benefits shall be paid out to the policyholder after the confinement, on the basis of the proof of benefits in accordance with EOG, for onward payment to the insured woman concerned.

8.6.3 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.

8.6.4 Pledging and assignment

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

8.6.5 Forfeiture

The policyholder's or the insured person's claim to benefits from Sympany shall lapse five years after the end of the month for which the benefits were due.

9 Duty to assist in case of sickness and accident

9.1 Duties in the event of a claim

If incapacity for work will probably lead to insurance benefits

- a) the insured person or the policyholder shall have to notify Sympany within five days using the form provided. In the case of a waiting time 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 request by Sympany, the insured person shall have to undergo examinations by physicians commissioned by Sympany. The costs will be borne by Sympany.
- d) the insured person shall be required, at the behest of Sympany or the policyholder, to consult a doctor on the first day of incapacity for work.
- e) the insured person shall be obliged to report any possible, as yet unsubstantiated claim to benefits under UVG, IVG or EOG to the agency responsible.

9.2 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. After the transitional period, what will be decisive for the claim to daily benefits will be how much income the insured person can still theoretically achieve and whether the insured person will remain incapacitated for work in his previous occupation or field of duties.

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

9.3 Duty to provide information

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

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

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

The policyholder is required to enforce the duty to provide information with respect to the insured person.

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

9.4 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.

9.5 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.

10 Premium

10.1 Calculation of premiums

The gross payroll total liable for AHV in the insured company 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 decisive for the calculation of premiums.

Insofar as fixed wages have been agreed in advance for persons listed by name in the insurance policy, this shall be regarded as the basis for the calculation. The insurance premium rate is specified in the insurance policy.

10.2 Payment of premium

10.2.1 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. The amount of the on-account invoice shall be based on the actual wage bill subject to AHV for the last full calendar year or on the provisionally reported wage bill subject to AHV for the coming year.

10.2.2 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.

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

10.2.4 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 current insurance period shall be due in full if the policyholder terminates the contract and the contract had been in force for less than a year at the time of termination.

10.2.5 Default in payment

If premiums are not paid by the agreed date, the policyholder will be reminded and he will be granted an additional period of 14 days for payment. The insurer's obligation to pay benefits shall cease at the end of the reminder period. As soon as the outstanding premiums have been paid, the insurer's obligation to pay benefits shall revive.

In addition, after prior warning in writing, Sympany shall be entitled to withdraw from the contract without observing the contractual period of notice of termination.

10.3 Waiver of premiums in the event of a claim

Daily benefit payments are not liable for premiums. Those insured persons mentioned by name in the policy who have not insured the gross wage liable for AHV, but fixed amounts of damage, are excepted from this regulation.

10.4 Premium adjustments

A change of premium on account of the claims experience may be implemented if the benefits exceed 75 per cent of the premiums in the observation period. An observation period is defined as being the current calendar year and at least two preceding calendar years with insurance cover from Sympany or another insurer. The policyholder will be notified of premium adjustments no later than 30 days before the end of a calendar year. The policyholder shall have the right to give notice of termination of the insurance contract within 30 days of notification, to the time of the adjustments becoming effective. If no notice of termination is given, this shall be considered as consent to the premium adjustment.

10.5 Pandemic

If there is a pandemic according to the Federal Office of Public Health, Sympany shall be entitled to adjust the conditions of the group contract within 30 days of the announcement. These adjustments shall solely take account of the special situation of the pandemic.

11 Third parties

11.1 Subsidiarity

11.1.1 General

If the insured person also has a statutory or contractual claim to benefits from social insurance schemes, from 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 overcompensation limit pursuant to Art. 69 ATSG. Sympany shall be under no obligation to pay benefits in accordance with these GCI to the extent of the claims for benefits against third parties.

11.1.2 Multiple insurance

If the insured person receives benefits from another daily allowance insurance, the benefits paid by Sympany shall be reduced proportionally. This shall also apply if the other insurer's obligation to provide benefits is purely subsidiary. If another daily benefits insurance is in force, Sympany is only obliged to pay benefits to the extent that no overcompensation occurs.

11.1.3 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.

11.2 Advance benefits and recourse

If, in the event of illness or accident, doubt exists as to the accident insurer's obligation to pay benefits in accordance with UVG or military insurance, Sympany shall make payment in advance provided that the insured person has registered his claim with the social insurers in question. Should the case be taken over by another provider, the latter shall be required to reimburse Sympany the advance payments within the scope of its obligation to pay benefits.

11.3 Excessive compensation

11.3.1 Employees

The concurrence with benefits from third parties must not result in overcompensation for the insured person or the policyholder. The overcompensation limit shall lie at the level of the assumed loss of earnings. Sympany shall reduce its benefits to the overcompensation limit. Days on which reduced or no benefits are paid owing to a reduction on account of entitlement to third-party benefits, shall count as whole days for the calculation of waiting days. In the event of a reduction in the daily allowance as the result of overcompensation pursuant to Art. 78 KVG or Art. 69 ATSG, there shall be an entitlement to the equivalent value of 720 daily allowances. The periods for obtaining the daily allowances shall be extended in accordance with the reduction.

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.

11.3.2 Daily benefit insurances with other insurers

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

12 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.

13 Jurisdiction

13.1 Order

If an insured person or the policyholder does not agree with a decision by Sympany, he or it can demand that Sympany issue an order in writing within 30 days. Sympany shall substantiate the order and provide instructions on the right of appeal.

13.2 Objection

1. Objections against orders can be lodged in writing with Sympany within 30 days of receiving the order.
2. Within a reasonable period, Sympany shall issue a decision on the objection, substantiate the same and provide instructions on the right of appeal.
3. The objection procedure is free of charge; compensation shall not be paid to the parties.

13.3 Appeal

An appeal against decisions by Sympany on objections can be lodged with the insurance tribunal responsible within 30 days of disclosure of the decision on the objection.

