2022 edition

Supplementary insurance

Special Terms and Conditions (STC)
compensa

2022 edition

sympany

Special terms and conditions (STC) compensa under the Federal Insurance Contract Act (ICA)

Chapter		Page
1	**Insurance fundamentals**	**3**
	1.1 Purpose	
	1.2 Insurance provider	
	1.3 General Terms and Conditions of Insurance (GTC)	
2	**Affiliation conditions**	**3**
3	**Geographical validity**	**3**
	3.1 General	
	3.2 Incapacity abroad	
	3.3 Foreign travel while incapacitated	
4	**Insurance variants**	**3**
5	**Procedure for arranging insurance**	
	5.1 Medical certificate	
	5.2 Transfer from group insurance	
	5.3 AHV retirement age	
6	**Termination**	**3**
	6.1 Extraordinary termination	
	6.2 Other grounds for termination	
7	**Cover**	**4**
	7.1 Insured daily allowance	
	7.2 Calculating the daily allowance	
	7.2.1 General	
	7.3 Maximum cover	
	7.3.1 General	
	7.3.2 Self-employed persons	
	7.3.3 Employed persons	
	7.3.4 Persons not gainfully employed	
	7.3.5 Unemployed persons	
	7.4 Accident cover	
	7.5 Childbirth	
	7.6 Commencement of benefits, waiting periods	
	7.7 Changes to the policy	
	7.7.1 Adjustment in line with inflation	
	7.7.2 Unemployed persons	
8	**Benefits**	**5**
	8.1 Benefit conditions	
	8.1.1 Incapacity	
	8.1.2 Medical certificate	
	8.2 Benefits	
	8.2.1 General	
	8.2.2 The self-employed and persons not gainfully employed	
	8.2.3 Employed persons	
	8.2.4 Partial incapacity	
	8.2.5 Accident	
	8.2.6 Childbirth	
	8.3 Duration of benefits	
	8.3.1 Principle	
	8.3.2 Childbirth	
	8.3.3 AHV retirement age	
	8.3.4 Unemployed persons	
	8.3.5 Transfer from group insurance	
	8.4 Limitation of benefits	
	8.4.1 Exclusion of benefits	
	8.4.2 Limitation of benefits	
	8.4.3 Repayment obligation	
9	**Obligations in the event of sickness and accident**	**6**
	9.1 Notification obligation	
	9.2 Obligation to provide information	
10	**Premiums and payments**	**7**
	10.1 Amount of premiums	
	10.2 No-claims discount (NCD)	
	10.2.1 Principle	
	10.2.2 Observation period	
	10.2.3 Discount levels	
	10.2.4 Level adjustment when benefits are drawn	
	10.2.5 NCD level adjustment	
	10.2.6 Change of insurance cover	
	10.3 Payment of benefits	
	10.3.1 Payment of daily allowances	
	10.3.2 Daily allowances in the event of childbirth	
11	**Third-party benefits**	**8**
	11.1 Employees and persons not in gainful employment	
	11.2 Self-employed persons	
12	**Age groups**	**8**

sympany

compensa

1 Insurance fundamentals

1.1 Purpose

compensa (insurance for individuals against loss of earning based on ICA) operates in accordance with the provisions of the Federal Insurance Contract Act (ICA).

It covers loss of earnings due to incapacity as a result of illness, accident or childbirth. **compensa** is also available to persons not in gainful employment.

1.2 Insurance provider

The insurance provider is Sympany Versicherungen AG, Basel (henceforth referred to as the insurer).

1.3 General Terms and Conditions of Insurance (GTC)

The General Terms and Conditions of Insurance of Sympany Versicherungen AG are an integral component of the provisions of **compensa** insurance. In the event of conflicting provisions, the Special terms and conditions of **compensa** insurance shall take precedence over the General Terms and Conditions of Insurance.

2 Affiliation conditions

The self-employed and employed, as well as persons not gainfully employed (such as housewives and house husbands, persons undergoing training and family members working in a family business without a cash income) can be affiliated to **compensa** provided that:

- they are at least 15 and not more than 60 years old,
- they are fully fit for work when the proposal is submitted,
- they are resident in Switzerland.

3 Geographical validity

3.1 General

Cover applies throughout the world.

3.2 Incapacity abroad

In the event of private holiday travel abroad, the insured daily allowances are paid only while the insured person is in hospital. This rule also applies to cross-border commuters when they are neither in Switzerland nor at their place of residence. The above does not apply if the insured persons are travelling on business.

3.3 Foreign travel while incapacitated

If an insured person who is unfit to work and entitled to benefits travels abroad without the insurer's approval, there shall be no entitlement to benefits during the time spent abroad. This restriction does not apply to cross-border commuters when they are in Switzerland.

4 Insurance variants

The following insurance variants are available:

- daily allowance in the event of illness,
- daily allowance in the event of accident,
- daily allowance in the event of illness and accident.

These variants are available with a range of benefit durations.

5 Procedure for arranging insurance

5.1 Medical certificate

The insurer may request a medical certificate or a medical examination. He or she may choose the doctor and shall bear the costs.

5.2 Transfer from group insurance

Transfer from group to individual insurance is governed by the GTC of loss-of-earnings insurance for businesses (ICA).

5.3 AHV retirement age

Insured persons who are still employed after reaching normal retirement age may apply for continued insurance. This may continue until the age of 70 at a maximum. The insurer may reject applications for continued insurance.

6 Termination

6.1 Extraordinary termination

If the insured person takes up new employment where he is insured against loss of earnings, then notwithstanding the normal termination procedure he may, with the consent of the health fund, give one month's notice of termination, taking effect at the month end.

6.2 Other grounds for termination

In addition to the grounds for termination laid out in the General Terms and Conditions of Insurance, the insurance may also expire in the following cases:

a) if a self-employed insured person discontinues his business activity,
b) on the transfer of the insured person's place of business abroad, except to a location nearby,
c) if bankruptcy proceedings are initiated in

respect of the self-employed insured person,
d) on retirement, though no later than reaching the normal retirement age (continued insurance can, however, be applied for up to the age of 70; if the insurer does not consent to the extension, the contract shall expire).
e) on removal abroad, unless the new location is just across the border.

The insurer may withdraw from the contract within 30 days if the insured person repeatedly and seriously violates the inswurer's instructions relating to the duty to minimise risk or the instructions of a doctor. A prior written warning indicating the legal consequences must be provided before the contract is terminated.

7 Cover

7.1 Insured daily allowance

The amount of daily allowance shall be agreed between the insured person and the insurer.

7.2 Calculating the daily allowance

7.2.1 General
The daily allowance is calculated as one 365th of the insured loss of annual income. Calculated daily allowances are paid for every calendar day.

7.3 Maximum cover

7.3.1 General
The insured daily allowance per person is subject to the following limit

CHF 200,000 per year

7.3.2 Self-employed persons
Insured persons whose income is derived from self-employment may, over and above their AHV-relevant income, additionally insure provable tax-deductible expenses in line with the latest contribution ruling. These are costs that directly affect the insured person, are directly related to their employment and which persist during the period of incapacity to work, especially fixed costs for rental of business premises, vehicles, insurance, depreciation of machinery, etc.

7.3.3 Employed persons
Insured persons whose income is derived from gainful employment by a third party may arrange cover for an amount equivalent to their gross salary liable for AHV contributions.

7.3.4 Persons not gainfully employed
Housewives and house husbands, persons in training and family members working in family businesses without a cash salary may arrange cover up to the amount of the AHV maximum pension.

7.3.5 Unemployed persons
The maximum cover for unemployed persons is equal to the loss of wunemployment benefit.

7.4 Accident cover

Accident cover can be included or arranged on a stand-alone basis.

7.5 Childbirth

The daily allowance includes cover for loss of earning as a result of childbirth.

7.6 Commencement of benefits, waiting periods

The insurer offers daily-allowance cover with a range of waiting periods.

The entitlement to benefit begins on the expiry of the waiting period. The waiting period begins on the first day of incapacity according to the medical certificate, but no sooner than three days before the initial medical treatment. Waiting periods for up to 21 days inclusive are recalculated for each illness or accident. Longer waiting periods apply only once each calendar year.

Waiting days are days on which the insured person is at least 25% incapacitated.

The insurer pays the daily allowance in accordance with the chosen commencement of benefits after entitlement to draw benefits begins, for the days on which the insured person is medically certified as incapacitated.

On reaching the AHV retirement age, an agreed waiting period of 60 days or more is converted to one of 30 days.

7.7 Changes to the policy

7.7.1 Adjustment in line with inflation
The insured person may request that their insurance be adjusted for annual inflation in accordance with the National Consumer Price Index. The insurer shall grant this adjustment without any risk assessment if no incapacity for work has arisen in the last two years and there have been no daily

allowance claims. The cover can be adjusted in line with inflation in the last two completed calendar years only. The insured person may apply at any time for his insurance cover to be adjusted in line with his actual income on the terms applicable to complementary insurance.

7.7.2 Unemployed persons
Regardless of their state of health, unemployed persons may convert their cover to a 30-day waiting period with an appropriate premium adjustment. The amount of the insured daily allowance is reduced to the level of unemployment benefit when unemployment commences.

8 Benefits

8.1 Benefit conditions

8.1.1 Incapacity
The insured person is incapacitated if he is wholly or partially unable to pursue his previous or other reasonable employment activity by reason of illness, accident or childbirth. Partial incapacity exists if the insured person is at least 25% incapacitated.

8.1.2 Medical certificate
Daily allowances are conditional on a medical certificate of incapacity for the insured person.

8.2 Benefits

8.2.1 General
Benefits are determined in accordance with the agreed scope of cover and the present terms and conditions of insurance.

8.2.2 The self-employed and persons not gainfully employed
In the case of self-employed persons and persons not in gainful employment the insurer pays the agreed daily allowance.

8.2.3 Employed persons
In the case of an employed insured person, the total daily allowance paid out must not exceed his loss of earnings.

8.2.4 Partial incapacity
In the event of partial incapacity of at least 25% the daily allowance is correspondingly reduced.

Unemployed persons who are between 25 and 50% incapacitated receive half the daily allowance. The full daily allowance is paid to those more than 50% incapacitated.

8.2.5 Accident
If accident cover is included, benefits in the event of accident are paid on the same scale as in the event of illness.

8.2.6 Childbirth
Daily allowance in the event of childbirth shall be granted if equivalent coverage has been in place for at least 270 days before the birth without interruption (maternity waiting period) either via the insurer or a different insurer.

Insured persons who discontinue gainful employment more than 8 weeks before birth or who receive no maternity benefits under the Loss of Earnings Compensation Act (EOG) are not considered to be gainfully employed.

If the insured person receives maternity benefits under the EOG, benefits under **compensa** are reduced accordingly. For employees and the self-employed, **compensa** thus pays the difference between EOG maternity benefits and the insured daily allowance in the event of childbirth.

8.3 Duration of benefits

8.3.1 Principle
For illness and accident combined, the insured daily allowance is paid out for a maximum of 730 or 365 days. This period, which is stated in the policy document, applies to each insured event.

The recurrence of an illness or of the consequences of an accident constitutes a new insured event if the insured person has been fit for work for an uninterrupted period of 12 months since the previous occurrence of the same illness or the same consequences of an accident.

The agreed waiting period is imputed against the maximum duration of benefits. Days of partial incapacity count as full days in determining the duration of benefits.

8.3.2 Childbirth
Entitlement to benefits begins on the day the insured person gives birth. If a daily allowance of the same sum was insured for at least three full policy years prior to childbirth, the maximum duration of benefits is 16 weeks: i.e. two weeks at the rate of the insured daily allowance in the event of birth in addition to maternity compensation under the EOG. The duration of benefits for shorter insurance periods is 8 weeks.

The waiting period for childbirth is the same as for illness. The waiting period is imputed against the duration of childbirth benefits regardless of illness or accident. If the waiting period was imputed against the duration of benefits because of complications during pregnancy, a new imputation of the waiting period in respect of the childbirth allowance is waived.

Childbirth allowances are imputed against the maximum duration of an insured event.

8.3.3 AHV retirement age
If insurance cover is extended beyond the AHV retirement age, the insured person is entitled to the insured daily allowance for a total of 90 days. This entitlement ceases on his 70th birthday at the latest.

8.3.4 Unemployed persons
Unemployed persons receive the insured daily allowance for a maximum payment period in accordance with the provisions of the Federal Act on Compulsory Unemployment Insurance and Insolvency Compensation.

8.3.5 Transfer from group insurance
For insured persons who are no longer covered by a group policy and who enjoyed scaled cover in accordance with the general terms and conditions (GTC) of the loss-of-earnings insurance for businesses (ICA), the maximum benefit duration is 365 days.

8.4 Limitation of benefits

8.4.1 Exclusion of benefits
In addition to the excluded benefits laid out in the General Terms and Conditions of Insurance, there is no entitlement to insurance benefits:

a) for the consequences of accidents and occupational illnesses that are covered by a different insurer,
b) if the certificate of incapacity for work has been issued by a doctor or chiropractor not recognised by the insurer,
c) if the insured person intentionally receives or seeks to receive benefits to which he is not entitled,
d) if the insured person's degree of incapacity is less than 25%,
e) for employees for the duration of unpaid leave,
f) if the insured person repeatedly and seriously violates the insurer's regulations or a doctor's instructions, unless it is an unintentional violation or the insured person proves that the violation has no impact on the insurer's liability to pay benefits,
g) if the insured person refuses to undergo a medical examination requested by the insurer, unless it is an unintentional violation or the insured person proves that the violation has no impact on the insurer's liability to pay benefits,
h) if the insured person refuses to pursue a reasonable different employment activity,
i) after termination of the insurance contract. Periodic con tractual obligations within the meaning of Art. 35c of the Federal Insurance Contract Act (ICA) remain reserved.

8.4.2 Limitation of benefits
In addition to the limitations on benefits laid out in the General Terms and Conditions of Insurance, benefits may be limited if the illness or consequences of an accident are only part of the cause of the incapacity for work.

8.4.3 Repayment obligation
Erroneously or unjustly paid benefits must be repaid to the insurer by the insured person.

9 Obligations in the event of sickness and accident

9.1 Notification obligation

The insured person must inform the insurer of any instances of incapacity for work which may lead to an entitlement to receipt of daily allowance within five days and indicate whether it is due to illness or an accident. Where the agreed waiting period exceeds 21 days, the health fund must be notified of the incapacity no less than one week before any claim is made.

The certificate issued by the doctor or chiropractor must be submitted to the insurer no later than ten days after the onset of the incapacity for work or alongside the notification of incapacity for work in the event of a waiting period of over 21 days.

In the event of failure to comply without sufficient reason, the insurer only pays benefits from the date on which the report is received.

Employees must provide evidence of loss of earnings that is not otherwise covered.

If the extent of incapacity for work decreases, this must be reported to the insurer immediately.

9.2 Obligation to provide information

The insured person shall make all necessary information about the circumstances of the accident available to the insurer as well as to all third parties implicated in the accident.

In the event of frequent, brief absences within a short space of time, the insurer is entitled to request that the insured person visit a doctor on the first day on which they unable to work.

The insurer may in each case verify the incapacity and the uncovered loss of earnings, making appropriate checks if necessary.

The duties of disclosure pursuant to the General Terms and Conditions of Insurance shall also apply.

10 Premiums and payments

10.1 Amount of premiums

The amount of the premium is calculated as a function of the risk, having regard to such factors as the insured person's age and place of residence, the benefits he draws and the sector in which he works. Persons who are transferred from loss-of-earnings insurance for businesses to individual insurance constitute a separate risk group.
The General Terms and Conditions of Insurance shall also apply to the setting of premiums, payment of premiums and default in payment.

10.2 No-claims discount (NCD)

10.2.1 Principle
A premium discount is granted if no claims are made.

10.2.2 Observation period
The observation begins on 1 September or on the insurance start date and ends on 31 August of the following year. Whether a benefit falls within the observation period depends on the date on which the daily-allowance statement is processed.

10.2.3 Discount levels
The following bonus stages or premiums are applicable:

Variant A	
Discount level	Premium with no-claims discount
A0	+ 56.25%
A1	Standard premium compensa
A2	– 36%
A3	– 59.04%

Variant B	
Discount level	Premium with no-claims discount
B1	Standard premium compensa
B2	– 36%

The **compensa** premium with a no-claims discount is stated in the policy document. The insurer may introduce new discount levels with effect from the beginning of a new insurance period, and also adjust discounts in the light of inflation.

10.2.4 Level adjustment when benefits are drawn
If the insured person has drawn benefits during an observation period, the discount is by one level effective from 1 January of the following year (up to a maximum of discount level A0 [Variant A] or B1 [Variant B]).

10.2.5 NCD level adjustment
If the insured person has drawn no benefits in the same discount level for three successive observation periods, the discount is increased by one level effective from 1 January of the fourth year (unless he has reached the maximum discount level).

10.2.6 Change of insurance cover
The discount level is maintained in the event of any change of insurance cover within **compensa**.

10.3 Payment of benefits

10.3.1 Payment of daily allowances
The daily allowance is paid out on the basis of a medical certificate when the insured person becomes fit for work again. If incapacity lasts for more than one month, the daily allowance is generally paid out monthly.

sympany

10.3.2 Daily allowances in the event of childbirth
Daily allowance in the event of childbirth is only paid to self-employed people and employees if the maternity benefits settlement pursuant to the Loss of Earnings Compensation Act (EOG) has been provided to the insurer.

11 Third-party benefits

11.1 Employees and persons not in gainful employment

Days with partial benefits as a result of reductions due to entitlements to benefits from third parties shall be counted as full days when calculating the duration of benefits and waiting period. The regulations of the General Terms and Conditions of Insurance shall also apply.

11.2 Self-employed persons

For self-employed people, the agreed amount of daily allowance corresponds to the scope of benefits. The regulations on overinsurance pursuant to the General Terms and Conditions of Insurance shall not apply.

On the other hand, no benefits are due if they are payable by social insurance schemes (KV, UV, IV, MV, AHV, AIV, EO, BV, FL, etc.).

Benefit claims must be registered with the insured person's social security scheme.

The insured person shall cede any entitlement to back payments regarding social insurance to the insurer, provided that the insurer has provided advance payments.

12 Age groups

Age-based rates apply to this insurance category. This means that premiums in this insurance category tend to rise as the insured person progresses to each subsequent higher age group:

years of age				
15 – 18	26 – 30	36 – 40	46 – 50	56 – 60
19 – 25	31 – 35	41 – 45	51 – 55	61 – 70

1053/e/02.2022

+41 58 262 42 00
www.sympany.ch

All the insurance you need.

sympany