



redefining / standards

General insurance provisions (GIP) /

Daily benefits insurance

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All terms referring to persons refer to persons of both genders.

Overview of daily benefits insurance

Below you will find an overview of the most important characteristics of our insurance product.

Who is the insurance carrier?	AXA Insurance Ltd. with its registered office in Winterthur.
Who is insured?	<p>The insured persons are shown in the application as well as in the quotation and the policy (hereinafter referred to as "Documents").</p> <p>The insurance does not cover persons above age 70.</p>
What events are insured?	<p>Illness that results in incapacity for work of at least 25 %. Health disorders resulting from pregnancy or birth are considered to be the same as an illness.</p> <p>Any illness that is connected to an earlier insured event compensated by AXA or another insurer is regarded as a relapse. Such a case is regarded as a new illness only if the insured person was again fully fit for work without interruption for at least 365 days before the new incapacity set in.</p>
What is not insured?	<ul style="list-style-type: none">– Illnesses that already existed when a person joined an insured company or when the insurance contract began, provided the illness leads to incapacity for work;– Accidents;– Occupational illnesses and physical impairments as if from an accident that are covered under the UVG.
What benefits does the daily benefits insurance include?	<ul style="list-style-type: none">– Daily benefits starting from an incapacity of at least 25 %– Posthumous salary in accordance with Art. 338.2 of the Swiss Code of Obligations (SCO). <p>The Documents contain a breakdown of the individual benefits.</p>
How are the benefits calculated?	<p>Benefits are calculated based on the last salary subject to AHV contributions paid by the insured company before the illness (including family allowances granted in the form of child, training, or household allowances).</p> <p>Any annual salary agreed for persons shown by name in the Documents is valid.</p> <p>The salary is annualized and then divided by 365.</p> <p>The maximum salary that can be insured is CHF 300,000 per person per year.</p> <p>Third-party benefits, such as IV benefits, will be offset (except in the case of fixed-sum insurance).</p>
When is the insured person entitled to daily benefits?	<ul style="list-style-type: none">– Upon incapacity for work as confirmed by a doctor– If incapacity for work is at least 25 %– Upon expiry of the waiting period
For how long are daily benefits paid?	<p>The period is shown in the Documents.</p> <p>At AHV age: for as long as the employer is legally obligated to continue to pay the salary, at the most for 180 days. All entitlements cease when the person completes age 70.</p>
What applies in the case of persons who transfer to an individual insurance?	<p>Persons residing in Switzerland who leave the insured company and have not yet reached the regular AHV retirement age can transfer to the individual insurance without having to undergo a health check.</p> <p>The following persons are not entitled to transfer to an individual insurance:</p> <ul style="list-style-type: none">– Persons who join another daily benefits insurance plan;– Persons with a fixed salary;– Persons who have reached regular AHV retirement age.

How is the premium calculated?	<p>The premium is calculated by multiplying the salary amounts shown in the Documents with the corresponding premium rates.</p> <p>In the case of an advance premium, the effective salary amounts are projected to the end of the insurance year, at which time the definite premium is calculated and any difference is either reimbursed or invoiced. This procedure does not apply in the case of flat-rate premiums.</p> <p>If the premium rate changes, AXA may ask to amend the contract effective from the following insurance year. In this case, it must inform the policyholder no later than 25 days before the new premium is due, whereupon the policyholder has the right to terminate the contract.</p>
What are the policyholder's obligations?	<p>The policyholder must</p> <ul style="list-style-type: none"> – pay the premiums on time and report the effective salaries needed for calculating the definite premium; – inform the insured persons about the scope of coverage of the individual insurance components, for which AXA provides information sheets; – inform the insured persons about their obligations in the event of an illness; – inform the insured persons of the possibility to transfer to an individual insurance when leaving the company; – notify AXA of any illness within the given deadline; – permit AXA to inspect salary information on request and authorize it to view the AHV declaration.
What are the insured person's obligations in case of an illness?	<p>The insured must</p> <ul style="list-style-type: none"> – inform the employer immediately in the event of an illness; – arrange for professional medical care; – follow the instructions of the doctors; – agree, even at short notice, to undergo an examination by doctors who have been instructed by AXA; – report any anticipated claim to the IV office on time; – release any current doctors or previous doctors who administered care of their duty to maintain confidentiality vis-à-vis AXA; – provide AXA with additional information (e.g. medical records, salary statements, and information about payments made by third parties) and authorize it to inspect all official documents (e.g. police records) and documents of third parties (e.g. AHV, employers, other insurers).
How long is the contract term?	<p>As a rule, the contract term is three years. After this, it extends automatically for one year at a time at the end of the term unless one of the contracting parties received notice at the latest three months before.</p>
What happens in the case of a good loss experience?	<p>If provided for in the Documents, a contractually agreed surplus may be paid after three full consecutive insurance years.</p>
What data is processed and how?	<p>While negotiating and performing the contract, AXA obtains information about the following:</p> <ul style="list-style-type: none"> – Client data (name, address, date of birth, gender, banking relationships, etc.), stored in electronic customer files; – Application data (answers to questions in the application, health data, medical reports, data from the previous insurer regarding the loss experience); – Contract data (term, insured benefits, salaries, etc.), stored in contract administration systems and physical policy files; – Payment data (dates of premium payments, outstanding amounts, reminders, credit balances, etc.), stored in debt collection databases; – Claims data (claims reports by insured persons, investigation reports, invoices, etc.), stored in electronic claims application systems and in physical claims files. <p>This information is needed in order to verify and assess the risk, manage the contract, and handle the claims procedure correctly in the event of a claim. The data must be stored for at least 10 years after the contract has ended and claims data must be stored for at least 10 years after the claim has been settled.</p> <p>If necessary, the data will be forwarded to third parties involved, such as insurance companies, authorities, lawyers, and external experts. Data may also be passed on in connection with uncovering or preventing insurance fraud.</p>

AXA may, with the applicant's or the insured person's approval, obtain or pass on relevant information from authorities, private and social insurance carriers, doctors and hospitals.

To simplify administrative procedures and facilitate the marketing effort (offering our customers the best possible range of products and services), AXA Group companies with operations in Switzerland and the Principality of Liechtenstein grant each other access to customer data (client identification), contract data, and client profiles.

Important!

For more detailed information, please refer to the quotation/application, the policy, and the general insurance provisions (GIP).

A Validity of the insurance

A 1

Basic principle

- 1 The contract may include the following types of insurance:
 - Daily benefits for company owners and family members working for the company, as well as for the employees
 - Posthumous payment salary for employees.
- 2 The insured persons and the insured benefits are shown in the policy.

A 2

Beginning and end of the insurance contract

- 1 The dates on which the insurance contract begins and ends are shown in the policy.
- 2 The insurance contract is valid for the term shown in the policy. It renews tacitly at the end of the term for one year at a time unless one of the contracting parties received notice at least 3 months beforehand.

A 3

Territorial validity

- 1 The insurance is valid worldwide, whereby coverage for individuals sent abroad is limited to two years. AXA may, however, extend coverage upon request.
- 2 For insured persons who have become ill, provisions B 4, paras. 4 and 5, apply in addition.

A 4

Definitions

- 1 **Illness** refers to any impairment of physical, mental, or psychological health that results from something other than an accident, that requires medical examination or treatment, and that leads to incapacity for work. Health disorders resulting from pregnancy or birth are considered to be the same as an illness.
- 2 **Incapacity for work** is the illness-related inability to exercise fully or partially the current profession or to perform another job that may reasonably be expected. In the case of incapacity for work over a longer period, performing a reasonable activity in another field or remit is considered as well.
- 3 **Occupational disability** is the permanent full or partial illness-related loss of gainful employment for which an individual is qualified in a stable labor market after administration of reasonable treatment and measures to reintegrate him or her into the workforce. When assessing whether or not a case falls under occupational disability, only the consequences of the person's health impairments must be taken into consideration. In addition, occupational disability means that a recovery can be ruled out on the basis of an objective opinion.

- 4 The provisions under the UVG apply in connection with the term “**doctor**”.

- 5 **AHV salary** is the last monthly AHV salary earned from an insured company, including family supplements such as child, training, or household allowances that are customary for a particular location or industry. Salary components that have not yet been paid but to which the insured has a legal right are also taken into account. The reference AHV salary is limited to the maximum insured amount of CHF 300,000 per person per year.

For persons not insured under the AHVG due to the bilateral agreements on the free movement of persons between Switzerland and the EU, the pensionable salary earned from the insured company, including any family allowances in the form of child, training, or household supplements customary for a particular location or industry, applies in the same way as under the AHV norms.

- 6 **AHVG** – Federal Law on Old Age and Survivors' Insurance of December 12, 1946 (SR 831.10)

AVIG – Federal Law on Obligatory Unemployment Insurance and Compensation in Cases of Insolvency of June 25, 1982 (SR 837.0)

BVG – Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans of June 25, 1982 (SR 831.40)

IVG – Federal Law on Disability Insurance of June 19, 1959 (SR 831.20)

MVG – Federal Law on Military Insurance of September 20, 1949 (SR 833.10)

SCO – Federal Law on the Supplement to the Swiss Civil Code (Volume 5: Swiss Code of Obligations) of March 30, 1911 (SR 220)

UVG – Federal Law on Accident Insurance of March 20, 1981 (SR 832.20)

VVG – Federal Insurance Contract Act of April 2, 1908 (SR 221.229.1)

B Insured benefits

B 1

Content

- 1 AXA will pay the benefits shown in the policy for the economic consequences of incapacity for work relating to an illness.
- 2 The insurance does not cover:
 - An illness that existed when the insured person joined the company or at the beginning of the insurance, provided the illness leads to incapacity for work. This does not apply if AXA is obligated to continue providing coverage based on agreements on the free movement of persons that exists between the insurers;
 - Accidents;
 - Occupational illnesses and physical impairments as if from an accident that are covered under the UVG;
 - Illnesses resulting from the effects of ionizing radiation; however, the insurance does cover health disorders resulting from the medically prescribed radiation treatment of an insured illness.

B 2

Exclusions and reductions

- 1 The insurance excludes illnesses resulting from war-like incidents or acts of terrorism. However, if an insured person is faced with an unexpected outbreak of this sort while abroad, coverage ceases only 14 days after the first occurrence.
- 2 AXA dispenses with the option to reduce benefits in cases involving gross negligence.
- 3 If the illness is only partially the cause of the incapacity for work, AXA will pay only the commensurate portion in benefits.

B 3

Insured persons

- 1 The insurance covers employees within the meaning of the AHVG who are shown in the policy. The insurance also covers employees who are not insured pursuant to the AHVG because of the bilateral agreements on the free movement of persons between Switzerland and the EU.
- 2 The insurance also covers persons listed by name in the policy who have a fixed annual salary.

B 4

Beginning, end, unpaid leave, while abroad, suspension

- 1 Insurance coverage for individual employees begins on the date on which they start working for the insured company, but not before the start date of the insurance contract as shown in the policy.
For persons listed by name in the policy who have a fixed annual salary, coverage begins when the insurance starts.

- 2 Coverage for an individual insured ceases
 - when the insurance ceases;
 - when the person withdraws from the group of insured;
 - when the policyholder's business ceases to exist;
 - when the insured person completes age 70.
- 3 For the duration of unpaid leave, coverage remains in force for up to seven months, provided the employment contract is maintained. The policyholder must notify AXA in writing in advance of the full name of the person, the insured salary, as well as the start and end dates of any unpaid leave by an insured person. Failure to provide notification will lead to cancellation of insurance coverage. The person will not be entitled to benefits and no premiums will be due for the duration of this period. If the insured person falls ill during this period, the days from the beginning of incapacity for work up to the planned resumption of work are factored into the waiting period and the benefit period.
- 4 For insured persons who become ill while abroad, entitlement to benefits ceases one month after the beginning of the illness, unless they have returned to their country of residence in the meantime. This does not apply to hospital stays. For insured persons who are subject to bilateral agreements between Switzerland and the EU on the free movement of persons, this restriction applies only outside of their place of residence and its immediate vicinity.
- 5 Insured persons who are ill and go abroad are not entitled to benefits during their stay unless they obtain AXA's express permission in advance.
- 6 AXA's obligation to provide benefits under the daily benefits insurance is suspended
 - if an insured woman receives benefits from a federal or cantonal maternity insurance plan or from a private daily maternity benefits plan;
 - after every birth that takes place after the sixth month of pregnancy, for the duration of the statutory prohibition of employment.

B 5

Relapse

- 1 Any illness that is connected to an earlier insured event compensated by AXA or another insurer is regarded as a relapse. Such a case is regarded as a new illness only if the insured person was again fully fit for work without interruption for at least 365 days before the new incapacity for work set in.
- 2 If a relapse sets in after insurance coverage begins, daily benefits will be paid in each case for the duration of the policyholder's statutory and contractual duty to continue salary payments.
- 3 The provision under Art. B7, para. 9, or Art. B 8, para. 8 (coordination with BVG benefits), applies within the meaning of para. 1 only once the BVG waiting period has expired.

B 6

Insured salary

- 1 The daily benefits are calculated based on the last salary subject to AHV contributions the insured company paid to the insured person before the illness set in (Art. A4, para. 5). If the insured person is not gainfully employed on a regular basis or if the salary fluctuates strongly, benefits are calculated based on the average salary achieved over the most recent 12-month period, or, if this proves impossible, on a reasonable average daily wage. In the case of a fixed-term employment relationship, the salary is recalculated to reflect the actual duration of the employment relationship.
- 2 Any fixed annual salary agreed in advance with AXA for persons listed by name in the policy applies. Benefits paid by third parties are factored in only if an indemnity insurance exists, but not in the case of a fixed-sum insurance.

B 7

Daily benefits for company owners and family members working for the company

- 1 For insured persons who are deemed unfit for work based on a medical opinion, AXA will pay daily benefits upon expiry of the waiting period but not beyond the benefit period shown in the policy.
- 2 In the case of full incapacity for work, AXA will pay the daily benefits shown in the policy. In the case of partial incapacity for work, daily benefits are adjusted to the level of incapacity, whereby no entitlement exists for levels below 25 %. Days of partial incapacity for work of at least 25 % count as full days when calculating the waiting period and the benefit period.
- 3 The insured annual salary is divided into 365.
- 4 The waiting period per illness begins on the day on which the insured person becomes incapacitated from this illness as confirmed by a doctor, but no earlier than 3 days before the first medical treatment.
- 5 If an insured person who is ill contracts an additional illness, the days of benefit entitlement for the first illness will be factored into the benefit period.
- 6 Insured persons who have contracted a new illness after the maximum benefit period has expired are covered for the new illness only if they have regained full or partial capacity for work after the previous illness, and only within the scope of incapacity for work resulting from the new illness.
- 7 In cases where an accident or illness results in permanent full or partial occupational disability after the benefit period has expired, the annual salary is reduced by the percentage of the permanent occupational disability.
- 8 After coverage has ended, AXA will pay daily benefits for illnesses that started during the insurance term up to the end of the agreed benefit period, but not past the date on which a BVG pension or corresponding provision from a foreign insurer starts.

- 9 The following provision applies in cases where a 730-day benefit period has been agreed.

After the benefit period ends, AXA will pay supplementary benefits if the following prerequisites have been met:

- Extended period of incapacity for work (at least 365 days) without significant interruptions that on average amounts to at least 40 % and is expected to lead to disability;
- Coverage under the BVG, and
- The BVG waiting period corresponds with the daily benefits period. Daily benefits are paid until the start of the BVG disability pension, at the most for 365 days.

This provision does not apply if another benefit period has been agreed.

- 10 As of regular AHV retirement age, entitlement to benefits continues for a maximum of 180 days for all current and future benefit cases jointly. However, daily benefits are paid only until the insured person has completed age 70.

B 8

Daily benefits for employees

- 1 For insured persons who are deemed unfit for work based on a medical opinion, AXA will pay daily benefits upon expiry of the waiting period but not beyond the benefit period shown in the policy.
- 2 In the case of full incapacity for work, AXA will pay the daily benefits shown in the policy. In the case of partial incapacity for work, daily benefits are adjusted to the level of incapacity, whereby no entitlement exists for levels below 25 %. Days of partial incapacity for work of at least 25 % count as full days when calculating the waiting period and the benefit period.
- 3 The salary is annualized and then divided by 365. In the case of employment with a fixed term that has been set in advance, the calculation is based on the period as specified.
- 4 The waiting period per illness begins on the day on which the insured person becomes incapacitated from this illness as confirmed by a doctor, but no earlier than 3 days before the first medical treatment.
- 5 If an insured person who is ill contracts an additional illness, the days of benefit entitlement for the first illness will be factored into the benefit period.
- 6 Insured persons who have contracted a new illness after the maximum benefit period has been depleted are covered for the new illness only if they have regained full or partial capacity for work after the previous illness, and only within the scope of incapacity for work resulting from the new illness.
- 7 After coverage has ceased, AXA will pay daily benefits for relapses and illnesses that started during the insurance term up to the end of the agreed benefit period, but not past the date on which a pension under the BVG or an equivalent provision from a foreign insurer begins.

- 8 The following provision applies in cases where a 730-day benefit period has been agreed.

After the benefit period ends, AXA will pay supplementary benefits if the following prerequisites have been met:

- Extended period of incapacity for work (at least 365 days) without significant interruptions that on average amounts to at least 40 % and is expected to lead to disability;
- Coverage under the BVG, and
- The BVG waiting period corresponds with the daily benefits period. The daily benefits are paid until the start of the BVG disability pension, at the most for 365 days.

This provision does not apply if another benefit period has been agreed.

- 9 Starting at regular AHV retirement age, entitlement applies only until the employer is discharged of its statutory duty to continue salary payments, at the most for 180 days cumulated for all current and future insured events. However, daily benefits are paid at the latest until the insured person has completed age 70.

B 9

Posthumous payment salary

- 1 The insurance covers any posthumous salary due from the policyholder to the survivors as defined in Art. 338, para. 2, of the Swiss Code of Obligations (SCO).
- 2 Benefits will be paid irrespective of any fault on the part of the insured.

B 10

Third-party benefits

- 1 If, during the same period, the insured person is entitled to cash benefits from the disability insurance (IVG), accident insurance (UVG), military insurance (MVG), unemployment insurance, occupational benefits insurance (BVG), or from an equivalent foreign social insurance plan or other liable third party, AXA will supplement these benefits as part of its own duty to perform, up to the amount of the insured daily benefits. Benefits are not set off against the AHV retirement and survivors' pensions. In general, third-party benefits are not set off unless this has been expressly agreed (fixed-sum insurance).
- 2 If entitlement to benefits under a government or company insurance has not yet been determined, AXA will pay daily benefits as an advance for the declared illness-related period of incapacity for work as part of its duty to perform. If a disability pension (IVG) or a pension from an occupational benefits plan is granted retroactively, AXA has a direct claim against such amounts in order to reimburse or set off the advance it has paid.
- 3 AXA has the right to demand the insured person's approval so that it can set off or reimburse directly any benefits it has paid vis-à-vis the abovementioned insurers. Daily benefits will be discontinued if the insured person refuses to give his or her approval.

- 4 Any days for which partial benefits were paid on account of reductions due to third-party benefit payments count as full days when calculating the benefit period and the waiting period.

B 11

Right to transfer to the individual insurance

- 1 Insured persons domiciled in Switzerland have the right to transfer to an individual insurance with AXA when withdrawing from the group of insured or when the insurance ends.
- 2 The right to transfer does not apply
- if the insurance ends and the same insurance is then continued with another insurer for the same group of insured persons;
 - in the case of a job change and transfer to the new employer's policy, whereby the new insurer is obliged to continue providing coverage on the basis of agreements on the free movement of persons that exist between insurers;
 - for company owners and in general for persons with fixed salaries (fixed-sum and indemnity insurance);
 - for insured persons who have reached AHV retirement age.
- 3 The insured person must use his or her right to transfer within 3 months after leaving the insured company. The individual insurance begins on the first day after the person leaves the insured company.
- 4 For those who transfer, AXA grants insurance coverage for daily benefits currently in force under conditions and rates of the individual insurance, without the person having to undergo a health check.
- 5 Age is the deciding factor when enrolling this insurance, whereby any provisos in force at the time will be transferred as well.
- 6 If an insured person is incapacitated at the time he or she withdraws from the group of insured, all benefits will be debited from the former insurance and not from the individual insurance.
- 7 The last pensionable salary under this insurance forms the basis of the salary to be covered under the individual insurance. However, the amount to be insured may not exceed the amount that results or would result from unemployment benefits. The waiting period may be reduced, but not to less than 30 days.
- 8 The policyholder must inform withdrawing insured persons in writing about the right to transfer to the individual insurance and about the deadline for doing so when they leave the insured company. AXA will assist the policyholder by providing information sheets.

C Premiums

C 1

Basic principle

- 1 The premium is due on the date shown on the premium statement.
- 2 In the case of partial payments or installments, the policyholder owes all the unpaid amounts of the annual premium. AXA adds a surcharge to each installment.

C 2

Premium statement

- 1 If a provisional premium (advance premium) has been agreed, the definite premium is calculated based on the information the policyholder must provide annually at the end of each year or after the insurance ends.
- 2 The premiums are calculated based on the salary subject to AHV contributions up to CHF 300,000 per person a year. Salaries exempt from AHV contributions because of bilateral agreements between Switzerland and the EU on the free movement of persons or because of the age of the insured person are also subject to contributions.
- 3 Any fixed annual salary agreed in advance for persons mentioned by name in the policy also forms the basis for calculating the premiums.
- 4 AXA may inspect any relevant company documents (e.g. salary records, receipts) in order to verify the information; in particular, it may request a copy of the AHV declaration. AXA may also conduct inquiries directly at the AHV office.

- 5 Additional premiums or reimbursements resulting from a reduction in premium are due when the statement is sent.
- 6 The definite premium for the previous year counts as the advance premium for the insurance year following the statement.
- 7 AXA will estimate the premium if the policyholder fails to supply the information it needs to calculate the definite premium within the specified period.
- 8 The policyholder has the right to appeal AXA's estimate premium within 30 days after receipt of the statement. If the appeal fails to reach AXA within this period, the estimated premium is deemed as having been accepted.

C 3

Changes of the premium rate

If the premium rate changes, AXA may ask to adjust the insurance as of the next insurance year. In this case it must notify the policyholder of the new premium rates at least 25 days before the premium is due. If the policyholder does not accept the new premium rates, it may cancel the policy to the end of the insurance year. AXA must receive the notice at the latest on the last day of the insurance year. Failure to reply is deemed as acceptance of the change.

D Case of illness

D 1

Duty to inform

The policyholder must inform the insured persons of their obligations in case of an illness.

D 2

Obligations in case of an illness

- 1 If an illness is likely to result in benefit payments,
 - the person must seek professional medical care as quickly as possible. The person must follow the instructions of the doctor. Each insured person must agree to undergo a medical examination, even at short notice, or obtain a medical opinion from doctors appointed by AXA;
 - the policyholder or person entitled to benefits must inform AXA within 30 days from the date when the person became incapacitated for work, at the latest five days after expiry of the agreed waiting period in each case.

If AXA receives notification more than 3 months after the waiting period ends, it will pay benefits only as of the date of notification by setting off the period of incapacity for work and the benefit period up to that time;

- the policyholder may request advice from AXA on managing the case even during the waiting period;
- the policyholder undertakes to notify the disability insurance office (IV) in good time about any anticipated claim regarding a pension, retraining, or other occupational measure. For insured persons who refuse to follow AXA's instructions to register with the IV office or who fail to register on time despite having been instructed to do so by AXA, daily benefits are reduced by the maximum single IV pension amount from the 365th day following the date on which they became incapacitated for work.

- AXA is entitled to visit patients, request additional documents and factual information on the case – in particular medical certificates and salary statements, and also to inspect official documents.

- 2 The insured person must release the current or former physicians from the obligation to maintain confidentiality vis-à-vis AXA.
- 3 If mandatory procedures are culpably violated so as to influence the findings and magnitude of the consequences of the illness, AXA may reduce its benefits. However, no reduction in benefits will result if wrongful conduct is proven to have had no effect on the findings or magnitude of the consequences of the illness.
- 4 In the case of repeated violations of obligations by the insured, AXA may refuse to pay benefits altogether after having issued prior written warning and upon expiry of any deadlines it may have set.

D 3

Termination in the event of illness

- 1 The policyholder may terminate the policy after every case involving illness for which AXA pays benefits – at the latest 14 days after having been notified of the payment. Insurance coverage ceases when AXA receives the notice.
- 2 AXA has the right to terminate the contract after every case of illness, at the latest when it pays the last partial benefit. In this case, coverage will cease 14 days after the policyholder receives notice from AXA.

E Bonus for good loss record

E 1

Basic principle

- 1 If specified in the policy, the policyholder will participate in a part in any surplus that may result from its contract. The policyholder is entitled to participate in the surplus after three full consecutive insurance years during which this provision applies.
- 2 If the component determining entitlement to a bonus changes during the accounting period, the bonus is weighted commensurately.
- 3 Entitlement to participate in the bonus-malus system ceases if the insurance is cancelled before the accounting period ends.

E 2

Statement

- 1 The statement is prepared at the earliest 5 months after the end of the accounting period. In addition, the premiums due for the accounting period in question must have been paid and all cases involving illness must have been settled.

- 2 Expenses for insured events that occurred during the accounting period or for cases accepted from the previous insurer are deducted from the portion of the premium shown in the policy that has been paid. If a surplus results, the policyholder receives the portion shown in the policy. A loss is not carried forward to the next accounting period.
- 3 If claims for illness are reported after the statement has been finalized or if further payments are made that fall in the accounting period that has already been settled, a new statement of the surplus participation is issued. AXA can claim back any surplus portions that have already been paid.

F Final provisions

F 1

Place of jurisdiction

The policyholder or persons entitled to benefits can file a suit against AXA at the following venues:

- at the place of residence in Switzerland;
- at the place of work in Switzerland;
- in Winterthur.

F 2

Applicable law

In addition to these General Insurance Provisions, the Swiss Federal Insurance Contract Act (VVG) applies.