



General Insurance Conditions (GIC)

Payment Protection Insurance

Version 04.2021

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Key points at a glance

This overview provides you with information about the material content of the insurance contract, in accordance with Art. 3 of the Insurance Contract Act (ICA). The rights and obligations of the contracting parties arise on conclusion of the insurance contract, in particular on the basis of the application, the policy, the contractual conditions, and the statutory provisions.

Who is the insurance carrier?

The insurance carrier is AXA Insurance Ltd, General Guisan-Strasse 40, 8400 Winterthur (hereinafter referred to as "AXA"), a stock corporation domiciled in Winterthur and a subsidiary of the AXA Group.

Who is the policyholder?

The policyholder is specified by name in the application and in the policy and is also referred to below as the "insured" or directly as "you."

What is insured?

Insured are various recurring payments of the insured modules in the event of your involuntary unemployment or full incapacity to work following illness or an accident. It is a fixed sum insurance in accordance with the Insurance Policies Act.

What benefits does AXA provide?

The benefits provided under the four modules are defined as follows:

- Leasing & car subscription: Insures leasing payments for motor vehicles or expenditure for a car loan or for a car subscription
- Rent & mortgage: Insures payments of rent or of mortgage installments
- Health insurance: Insures the premiums for your supplementary health insurance
- Other expenditure: Insures a lump sum amount for miscellaneous payments, for example subscriptions for mobile phone, gym membership, magazines, streaming services, etc.

The policy tells you about the scope of insurance coverage, sum insured, and insurance benefits, as well as waiting and exclusion periods. The same recurring monthly payment and the "Other expenditure" module can be insured once for each insured.

What does the insurance not cover, inter alia?

The difference in actual monthly payments, if greater than the insurance benefit specified in the contract, is not insured.

Insurance coverage in the event of unemployment is excluded (among other reasons):

- if you yourself give notice or you are to blame for your dismissal;
- in the event of partial unemployment or if the unemployment is not compensated by unemployment insurance;
- for self-employed persons, business owners, or managing partners.

Insurance coverage in the event of incapacity to work is excluded (among other reasons):

- if you are partially incapacitated for work;
- for pre-existing conditions attributable to illnesses or accidents two years prior to the start of insurance;
- if incapacity to work occurred outside paid employment
- for psychological problems and illnesses of any kind – unless certified by a physician;
- for back pain of all types, neck pain, all types of conditions or accidents affecting the spine, slipped discs, lumbago, and sciatica – unless these conditions have been objectively diagnosed by a physician.

How much is the premium and when is it due?

The premium and due dates are specified in the application and in the policy.

What are the policyholder's main obligations?

You must

- pay the premiums on time and give immediate notification of any entitlement to benefits;
- immediately inform AXA of risk increases and risk decreases, or events which end insurance coverage during the contract term;
- seek proper medical treatment in the event of incapacity to work.

When does the claim notice need to be submitted?

The insured must notify AXA immediately whenever he or she becomes aware of an insurance case that is likely to result in entitlements to benefits – but no later than five days before expiry of the waiting period.

When does coverage begin and end?

Coverage commences on the date specified in the policy. The insurance is valid for the period specified in the policy. AXA may reject the application up until the date on which it issues the policy or a definitive cover note. The insurance may be subject to an exclusion period, which is shown in the policy. The coverage provided by one or more modules may expire automatically.

Unless the insurance contract is terminated on expiry, it is automatically renewed for one more year. An insurance contract concluded for less than one year expires on the date specified in the policy.

How can the right of withdrawal be exercised?

The policyholder may withdraw from the contract with AXA within 14 days of agreeing to it. The deadline is met if AXA is notified in writing or another text form (e.g. by email) of the withdrawal by no later than the last day of the withdrawal period.

Special information for the Principality of Liechtenstein

The applicant is bound by the application to conclude an insurance contract for a period of two weeks after submitting or sending the application. If AXA is in breach of the duty to provide information pursuant to the Insurance Contract Act or the Insurance Supervision Act of the Principality of Liechtenstein, the insured has the right to withdraw from the contract within four weeks from receipt of the policy. The responsible supervisory authority is the Swiss Financial Market Supervisory Authority FINMA, 3000 Bern. Insureds having their domicile in the Principality of Liechtenstein are treated in the same way as insureds whose domicile is in Switzerland.

What definitions apply?

The key terms are explained under “Definitions” in Part D.

What data does AXA use and how?

Information about the use of data can be found at [AXA.ch/data-protection](https://www.axa.ch/data-protection).

General Insurance Conditions (GIC)

Part A Underlying Provisions of the Insurance Contract

A1 Scope of the contract

The coverage purchased is specified in the policy. Information about the scope of insurance coverage is provided in the policy, these General Insurance Conditions (GIC), any Additional Insurance Conditions (AIC), and any Special Insurance Conditions (SIC) that may be stipulated. The contract may include one or more modules.

A2 Term of the contract

The insurance commences on the date shown in the policy and is valid for the period shown in the policy, after which the contract is automatically renewed for one year at a time. Any provisional insurance coverage that may be in place ends once the policy is issued. AXA may reject the application. Any provisional insurance coverage that may be in place will expire three days following receipt of the notice of rejection by the person making the application. In this case, the applicant shall owe the prorated premium for the period of coverage.

A3 Termination of the contract

A3.1 Ordinary termination

Both contracting parties may give notice in writing or another text form (e.g. by email) to terminate the contract up to three months prior to the date on which it expires. If the term of the contract is longer than three years, the parties may give notice in writing or another text form (e.g. by email) to terminate it at the end of the third year or of each subsequent year.

A3.2 Termination in the event of a claim

Following a claim for which AXA provides benefits, the contract may be terminated as follows:

- The policyholder can give notice of termination no later than 14 days after being notified of the benefit payment; coverage expires 14 days after receipt by AXA of the notice of termination.
- AXA may give notice of contract termination no later than when it pays the benefit; coverage expires 14 days after the policyholder has received the notice of termination.

A4 Termination of insurance coverage

The insurance coverage for the contract or parts thereof ends automatically in the following cases. The reference date is always the day of the specified event. AXA must be notified of the following events immediately:

- if the recurring payments for an insured module lapse
- on the day of your regular or early retirement, but no later than your 65th birthday
- if you reduce your working hours in Switzerland to fewer than 25 a week or you are no longer in paid and permanent employment in Switzerland (except the Principality of Liechtenstein). This provision does not apply if the insured becomes unemployed or is self-employed
- if you change your domicile to a country outside of Switzerland (except the Principality of Liechtenstein)
- if the insured dies

A5 Premiums

The premium specified in the policy is due on the first day of each insurance year; the due date for the premium is specified in the invoice. For installment payments: the installments due during the insurance year are deemed to be deferred. AXA may add a surcharge to each installment.

A6 Adjustment to the contract by AXA

A6.1 Notification by AXA

If the premium rate changes, AXA can adjust the contract with effect from the following insurance year. Notification of an adjustment to the contract must reach the insured no later than 25 days prior to the start of the new insurance year. When such an adjustment is made, any quotations and applications not yet signed by the policyholder by the date of the notification will lapse.

A6.2 Termination by the policyholder

The policyholder shall then have the right to terminate that part of the contract affected by the change, or the entire contract, at the end of the current insurance year. The scope of the contract then adjusts according to the policyholder's request when the insurance year ends. Notice of termination must reach AXA no later than on the last day of the current insurance year.

A6.3 Acceptance of a contract adjustment

A contract adjustment is deemed to have been accepted unless the policyholder gives notice of termination.

A7 Duty to provide information

A7.1 Communication with AXA

The insured must address all communications to the responsible branch office or registered office of AXA.

A7.2 Notification of changes

The following changes must be notified to AXA without delay:

- Changes that end the insurance coverage. The policy or the corresponding module is canceled following notification as of the date on which the event occurred
- In the event of a lapse in the recurring payments for each module
- Changes in recurring payments, depending on the module:
 - Leasing & car subscription: Increase or decrease in the insured leasing payments, car loan payments, or car subscription costs
 - Rent & mortgage: Increase or decrease in the insured rent or mortgage payment
 - Health insurance: Increase or decrease in the insured supplementary health insurance premium

A7.2.1 Lapse in recurring payments

In the event of a lapse in the recurring payments for a module, you must notify AXA as follows:

- Leasing & car subscription: You must submit a confirmation of cancellation from the leasing, loan, or service provider
- Rent & mortgage: In the case of a rental agreement, you must submit a confirmation of cancellation from the landlord. In the case of a mortgage, you must submit a confirmation of cancellation from the mortgage provider
- Health insurance: You must submit a confirmation of cancellation from the health insurance fund

A7.2.2 Increases and decreases in recurring payments

In the event of a change in the insured recurring payments for a particular module, you must notify AXA and provide the following documentation:

- Leasing & car subscription: You must submit a copy of the new leasing, loan, or car subscription contract
- Rent & mortgage: As the tenant, you must submit a copy of the new rental contract. In the case of a mortgage, you must submit a copy of the mortgage contract
- Health insurance: You must submit a copy of the new policy for your supplementary health insurance

A7.3 Sanctions in the event of a breach of the duty to provide information

If the insured culpably breaches his/her duty to provide information, AXA can reduce its indemnification or refuse to provide indemnification entirely in serious cases.

- If no notification of a contractual increase or decrease in recurring payments is provided, AXA can reduce the insurance benefit to the lower amount.
- If there is no entitlement to insurance coverage at the time of the insured event, AXA can refuse payment.

A8 Applicable law and place of jurisdiction

A8.1 Applicable law

The insurance contract is subject to Swiss substantive law. In the case of policyholders having their domicile or registered office in the Principality of Liechtenstein, Liechtenstein substantive law shall apply.

A8.2 Place of jurisdiction

The ordinary courts of Switzerland shall have exclusive jurisdiction over any disputes arising out of or in connection with this insurance contract; in the case of policyholders having their domicile or registered office in the Principality of Liechtenstein, the ordinary courts of Liechtenstein shall have exclusive jurisdiction over any such disputes.

A9 Multiple insurance

A9.1 Duty to notify

AXA must be informed immediately if additional insurance contracts are in place for the same insured property or payments for the same risk and for the same period, or if such contracts are concluded.

A9.2 Termination

AXA may terminate the insurance within 14 days of notification of multiple insurance. The contract ends 4 weeks after the notice of termination reaches the policyholder. If the policyholder has inadvertently taken out multiple insurance, he or she may terminate the later policy. This must occur within four weeks of discovering the multiple insurance. Notice of termination must be sent to AXA in writing or another text form (e.g. by email).

A10 Principality of Liechtenstein

If the policyholder has their domicile or registered office in the Principality of Liechtenstein, any and all references to provisions of Swiss law in the insurance contract documents shall be construed as referring to the corresponding provisions of Liechtenstein law. Policyholders having their domicile in the Principality of Liechtenstein are treated in the same way as insureds whose domicile is in Switzerland.

A11 Sanctions

The obligation to indemnify shall lapse to the extent and for as long as amounts due under this contract are barred on account of applicable legal sanctions relating to business, trade, or finance.

Part B

Insured benefits

B1 Content

B1.1 AXA pays the benefits specified in the policy for the consequences of involuntary unemployment or full incapacity to work following illness or an accident. The benefits provided under the four modules are defined as follows:

- Leasing & car subscription: Insures leasing payments for motor vehicles or expenditure for a car loan or car subscription
- Rent & mortgage: Insures payments of rent or mortgage installments
- Health insurance: Insures the premiums for your supplementary health insurance
- Other expenditure: Insures a lump sum amount for miscellaneous payments, for example subscriptions for mobile phone, gym membership, magazines, streaming services, etc.

AXA pays the insured benefit, which corresponds to the amount of the insured payment for each module. This is conditional upon documented evidence of your obligations; the “Other expenditure” module is excluded from the duty to provide evidence. If you have concluded more than one module, you will receive the cumulative amount of the insured payments. The sums insured are specified in the policy. The individual modules are subject to maximum monthly insurance benefits, which are specified in the policy. In each case, the maximum benefit period is likewise specified in the policy. In the event of a claim, the version of the policy in force at the time of the insured event shall apply. If you add a module to the policy during the contract term, any exclusion and waiting periods for this module start again. If a module is added or the sum insured of one or more modules is changed during a pending claim, the insurance benefit for the pending claim does not change.

B1.2 The same recurring monthly payment (identical leasing payment, rent payment, mortgage payment, health insurance premium) and the “Other expenditure” module can be insured against the same risks once for each insured. The same benefits can be claimed once per insured event and insured.

B1.3 The insured is specified in the policy.

B2 Eligibility for benefits in the event of full incapacity to work

B2.1 AXA pays the insured benefit in the event of full incapacity to work (also referred to below as “incapacity to work”). If, as the consequence of an illness or accident, the insured is medically confirmed as being temporarily 100% incapacitated for work, AXA will, on expiry of the waiting period, pay the insured benefit for the period of full incapacity to work or until the maximum benefit period is reached. The waiting period per insured event for full incapacity to work begins on the day on which the insured’s full incapacity to work is medically

confirmed. The insured must be in paid or self-employment in Switzerland at the time the insured event occurs.

B2.2 AXA does not pay any benefits in the case of partial incapacity to work. This applies if the insured is not able to engage in his or her customary employment or activity to the previous extent, but is still able to do so on a limited basis (hourly). The same applies if the insured is working part-time and is only partially incapacitated for work within the scope of his or her employment. Moreover, the benefit period ends on the day of the 65th birthday or the regular or early retirement of the insured.

B2.3 If the incapacity to work lasts less than a full month after expiry of the waiting period or the obligation to pay benefits ends during an incomplete month, AXA pays 1/30 of the total monthly insurance benefit for each day of full incapacity to work.

B2.4 In the event of further unemployment or if an additional incapacity to work occurs during a current insured event, regardless of whether it is a matter of the same or a different illness or accident, the following provisions apply:

- If you fully or partly resumed your paid employment for fewer than six months before you once again became fully incapacitated for work, this shall be deemed a continuation of the initial incapacity to work. AXA continues with its obligation to pay compensation without a waiting period – but for no longer than the maximum compensation period specified in the policy.
- If you fully or partly resumed your paid employment for six months or more before you once again became fully incapacitated for work, this shall be deemed a new insurance case. A new waiting period begins on the day on which further incapacity to work is established.

B2.5 If the insured is already drawing insurance benefits as a result of unemployment and additionally becomes incapacitated for work, AXA only pays the unemployment insurance benefits. After the unemployment ends, an application for insurance benefits on account of incapacity to work can be submitted.

B2.6 Exclusions

AXA does not pay benefits if the incapacity to work occurs as a consequence:

- of pre-existing conditions attributable to illnesses (day of initial treatment) or accidents (day of accident) two years prior to the start of insurance;
- of intentional acts by the insured or incapacity for work brought about intentionally, including the consequences of severe or chronic alcohol dependency or the consumption or abuse of drugs or medications not prescribed by a physician;
- of psychological problems and illnesses of all types (including depression, nervous breakdown, chronic fatigue syndrome, and fibromyalgia) unless full incapacity to work is confirmed by a medically qualified psychiatric expert;
- of back pain of all types, neck pain, all types of conditions or accidents affecting the spine, slipped discs,

lumbago, and sciatica – unless full incapacity to work has been objectively diagnosed by a physician (e.g. by means of X-rays, MRI or CT scans);

- of an offense committed by the insured. This also applies to accidents that result when the driver of a motor vehicle consumes alcohol or drugs, grossly disregards the speed limit, or is reckless when passing other vehicles;
- of explosion, release of heat, or radiation by ionizing substances;
- of gross negligence, exceptional risks, or hazardous activities in accordance with the UVG (AIA);
- of losses resulting from a trip to a country outside of Switzerland, if the Federal Department of Foreign Affairs (FDFA) has advised against travel to that country;
- of losses resulting from active participation in war, civil war, unrest, rebellion, terrorist attacks, sabotage, or assassination attempts;
- of any work interruption in connection with legally prescribed maternity leave.

B3 Eligibility for benefits in the event of involuntary unemployment

B3.1 AXA pays the insured benefit in the event of involuntary unemployment (also referred to below as “unemployment”). In principle, the insured is deemed involuntarily unemployed if they are dismissed from paid employment and are entitled to daily benefits under statutory Swiss unemployment insurance. Involuntary and voluntary unemployment are defined in Part D.

B3.2 The waiting period begins when unemployment commences. Once this waiting period is over, AXA provides its benefits for the entire duration of the unemployment or until the maximum benefit period for each insured event is reached.

B3.3 If you obtain a temporary position during the period of unemployment, AXA reduces your insurance benefit for the month concerned in proportion to the reduction in support provided by the unemployment insurance fund on account of the temporary position. According to the same principle, the insurance benefit is reduced if the unemployment insurance fund imposes suspension days.

B3.4 If the unemployment lasts less than a full month after expiry of the waiting period or the obligation to pay benefits ends during an incomplete month, AXA pays 1/30 of the total monthly insurance benefit for each day of unemployment.

B3.5 The following provisions apply in the event of further unemployment:

- If you fully or partly resumed your paid employment for fewer than six months before you once again became unemployed, this shall be deemed a continuation of the initial unemployment. AXA continues with its obligation to pay compensation without a waiting period
- If you fully or partly resumed your paid employment for six months or more before you once again became unemployed, this shall be deemed a new insurance case. The waiting period begins on the day when unemployment is confirmed

B3.6 If the insured is already drawing insurance benefits as a result of incapacity to work and additionally becomes unemployed, AXA only pays the benefits on account of incapacity to work. After the incapacity to work ends, an application for insurance benefits on account of unemployment can be submitted.

B3.7 Exclusions

AXA's benefits are excluded in the following cases:

- if the insured gives notice him/herself or if his/her unemployment is voluntary
- if the insured is only partly unemployed
- if the unemployment is not compensated by statutory unemployment insurance (ALV/UI) in Switzerland
- if the insured was aware of impending unemployment or the termination of his or her employment contract prior to the conclusion of the insurance contract
- if the insured is dismissed prior to the expiry of the exclusion period or was aware of the termination of his or her employment contract prior to the expiry of the exclusion period
- if the dismissal is due to an intentional breach of significant obligations in the employment contract or is for just cause as per Art. 337 of the Swiss Code of Obligations
- if the termination of the employment contract does not require the search for a new position
- if the insured is on strike or is voluntarily unemployed
- if the unemployment occurs following the end of a fixed-term employment contract or specific work project
- if the insured is given notice of termination during a probationary period, apprenticeship, or training period
- if notice of termination is given in an employment relationship in which the spouse, parents, or children of the insured are the employer – unless the reason for the dismissal is the liquidation of the company or the discontinuation of activity in connection with the incapacity to work or death of the business owner or managing director
- if the unemployment is seasonal or does not result in termination of the employment relationship, or work is suspended and this does not result in termination of the employment contract
- in the case of self-employed persons and business owners, managing partners of a business, and executive staff in positions comparable to that of an employer who have no entitlement to unemployment benefits due to their special role in the company, are not insured, and do not receive any insurance benefits

Part C

Procedure in the event of a claim

C1 Obligations in the event of claims adjustment

- C1.1** The insured must notify AXA immediately whenever he or she becomes aware of an insured event that is likely to result in entitlements to benefits – but no later than five days before expiry of the waiting period.
-
- C1.2** If an insured event is likely to result in entitlements to benefits following full incapacity to work, expert medical care must be arranged as quickly as possible. The physician's instructions must be followed. The insured must abstain from all activities and actions that could cause a deterioration or delay in the recovery process.
-
- C1.3** In order to verify the insurance case, AXA is entitled to request all evidence it considers necessary for the purposes of checking entitlement. The policyholder must assist AXA with such investigations in the appropriate manner.
- C1.3.1** The following evidence must be submitted to AXA in the event of full incapacity to work:
- Medical certificate or medical diagnosis containing information
 - on the cause and nature of the illness or bodily injury and the corresponding prognosis;
 - on the probable duration of the incapacity to work.
 - In the case of an accident: A copy of the police report (if available)
- All documents must be submitted in one of Switzerland's national languages. The costs entailed in providing the aforementioned proof are borne by the insured.
- C1.3.2** The following evidence must be submitted to AXA in the event of involuntary unemployment:
- A copy of the last employment contract and last salary statement
 - A copy of the letter of termination
 - A copy of the registration with and claim for unemployment benefit from a Swiss unemployment insurance fund
 - Copies of monthly statements showing benefits disbursed by the Swiss unemployment insurance fund
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- C1.4** You must prove the recurring monthly payments as follows:
- Copies of the contracts in relation to which the recurring payments are made. No proof is required in relation to the "Other expenditure" module
 - Copies of monthly statements and/or monthly payment receipts for all recurring payments. No evidence is required in relation to the "Other expenditure" module
-
- C1.5** For every insured event, without being requested to do so, you are required to provide AXA with ongoing proof of continued incapacity to work or continued unemployment, including monthly unemployment benefits statements or medical certificates.

- C1.6** In addition, and at its own expense, AXA may obtain or request further proof and may require any further medical examinations which it deems necessary in order to decide on the assessment of the entitlement. Similarly, AXA may demand further documentation and confirmation from other involved insurance carriers (accident insurer/unemployment insurance fund, etc.) or, at its own expense, obtain or request further proof which it deems necessary in order to decide on the assessment of the entitlement. In this connection, AXA has the right to directly contact the attending physicians or other insurance carriers (accident insurer/unemployment insurance fund, etc.). The insured releases the attending physicians, other insurance carriers (accident insurer / unemployment insurance fund, etc.) and all other employees of institutions, insurance companies and authorities, employers, etc., who are specified in the documentation submitted in the insurance case or who were involved in the medical treatment in some other way or are handling the insurance case from their medical, professional, or official/social insurance law-related confidentiality obligations, where this is necessary to determine the obligation to provide coverage (including verification of the acceptance conditions) and benefits. At AXA's request, the insured must authorize the attending physicians, other insurers and offices which are dealing with the same claim, or which may be able to provide relevant information for processing the benefits, to release information to AXA.

C2 Sanctions in the event of a breach of rules of conduct

- C2.1** If the insured culpably breaches his or her obligations, AXA can reduce its indemnification or refuse to provide indemnification entirely in serious cases if the breach affected the occurrence, extent, or assessment of the loss.

Part D

Definitions

D1 Car subscription

Monthly car subscription payments, which are in principle designed for the long-term rental of motor vehicles, are treated in the same way as monthly lease payments. Individual mobility fees and costs of all types are not part of the scope of insurance. Equally, costs arising in connection with association or cooperative memberships or (online) car sharing, as well as event and distance-based (hire) costs, are not covered.

D2 Car loan

Monthly car loan payments specifically for a vehicle financing agreement are treated in the same way as monthly lease payments.

D3 Exclusion period

The exclusion period is the period as of the start of insurance during which no benefits are provided under said insurance. Insurance coverage begins after the exclusion period ends.

D4 Waiting period

The waiting period is the period as of the start of a claim, during which no benefits are provided under the insurance. The payment of insurance benefits commences on expiry of the waiting period. Compensation is not paid retroactively for the duration of the waiting period following the insurance case.

D5 Illness

An illness is any impairment of physical, mental, or psychological health that is not the result of an accident and that requires a medical examination or treatment or leads to incapacity to work.

D6 Accident

An accident is a sudden, unintended detrimental effect from an unusual external factor on the human body that results in physical, mental, or psychological impairment, or in death.

D7 Involuntary and voluntary unemployment

Unemployment is deemed involuntary if it is not caused by the insured him/herself. Unemployment is deemed voluntary if the insured

- has given the employer grounds to terminate the employment relationship as a result of his or her behavior, in particular following a breach of the obligations under his or her employment contract;
- has terminated the employment relationship him/herself;
- has terminated an employment relationship likely to last longer and entered into another which he or she was aware – or must have been aware – would only have been short-term.

D8 Full incapacity to work

Full incapacity to work is the inability to exercise the previous profession and do work that can be reasonably expected due to an impairment of physical, mental, or psychological health.

D9 Self-employed persons

Business owners or managing partners of a business and executive staff in positions comparable to that of an employer who have no entitlement to unemployment benefits due to their special role in the company are treated in the same way as full-time self-employed persons.

D10 Physician

The provisions of the UVG (AIA) apply to the definition of the term “physician.” In all cases, medical reports or certificates must be issued by a physician who is practicing and licensed in Switzerland.



Need to file a claim?

It's quick and easy – file your claim online at:

[AXA.ch/report-claim](https://www.axa.ch/report-claim)

AXA
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AXA.ch
[myAXA.ch](https://www.myAXA.ch) (customer portal)