



General Insurance Conditions (GIC)

Daily sickness benefits insurance

Version 10.2018

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Key points at a glance

This overview informs you about the material content of the insurance contract, in accordance with Art. 3 of the Federal Act on Insurance Contracts (VVG). The contracting parties' rights and obligations come into being on conclusion of the insurance contract, in particular on the basis of the application, policy, contract terms and statutory provisions.

Who is the insurance carrier?

The insurance carrier is AXA Insurance Ltd., General-Guisan-Strasse 40, 8401 Winterthur (hereinafter referred to as "AXA"), a stock corporation domiciled in Winterthur and a subsidiary of the AXA Group.

Who is insured?

The insured persons and person categories are shown in the application and the policy.

What is insured?

The insurance covers illnesses that result in incapacity for work of at least 25%. Health disorders resulting from pregnancy or birth are deemed to be the same as an illness.

Illnesses relating to earlier insurance cases for which AXA or other daily sickness benefits insurers paid benefits count as relapses. Such cases are 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.

What does the insurance not cover?

The insurance does not cover the following cases, among others:

- illnesses that already existed when the person joined the insured company or when the insurance contract began, provided such an illness results in incapacity for work;
- accidents;
- occupational diseases and accident-like physical injuries that are covered in accordance with the UVG.

What benefits does AXA provide?

The individual benefits are shown in the application and the policy.

- Daily benefits in case of incapacity for work of at least 25%
- Posthumous salary in accordance with Art. 338.2 of the Swiss Code of Obligations (SCO)
- Daily birth benefits supplementing law of loss of earnings benefits (EOG)

How much is the premium, and when is it due?

The amount of the premium is calculated by multiplying the payroll amounts shown in the documents by the corresponding premium rates.

If an advance premium has been agreed, the effective payroll amounts are determined at the end of the insurance year, after which the definite premiums are calculated and any difference from the advance premium is either reimbursed or invoiced. If a flat-rate premium is agreed, AXA dispenses with this accounting procedure.

What are the policyholder's main obligations?

The policyholder must:

- pay the premiums on time and give immediate notification of any illnesses;
- report the effective payroll amounts for calculating the definite premiums;
- inform the insured persons about the scope of coverage. AXA assists the policyholder by providing summary sheets;
- inform the insured persons about the rules of conduct in a case of illness;
- inform the insured persons about the option of transferring to individual insurance when leaving the company;
- on request, allow AXA to view salary records and authorize AXA to inspect the AHV declaration.

When does the insurance begin and end?

The insurance commences on the date shown in the policy. The insurance is valid for the period shown in the policy.

Unless terminated on expiry, the insurance contract renews tacitly for one year at a time.

Which definitions apply?

The key terms are explained in Part D under "Definitions."

What data does AXA use, and how?

Information about the use of data is given under "Data Protection" in Part E.

General Insurance Conditions (GIC)

Part A

General conditions of the insurance contract

A1 Scope of the contract

A1.1 The policy stipulates the insurance coverages which have been taken out. Information about the scope of insurance coverage is provided in the policy, these General Insurance Conditions (GIC), any Additional Insurance Provisions (AIP), and any Special Insurance Conditions (SIC) that may be stipulated.

A1.2 The contract can include the following types of insurance:

- daily benefits for the company owner and his family members working for the company;
- daily benefits for the employees;
- posthumous salaries for the staff;
- daily birth benefits supplementing law of loss of earnings benefits (EOG) for the employees.

A1.3 The insured persons and insured benefits are shown in the policy.

A2 Territorial validity

A2.1 The insurance is valid worldwide, whereby ongoing coverage for individuals sent abroad is valid according to the AHV employee transfer confirmation the AHV "employee transfer confirmation" ("Entsandten-Bestätigung").

A2.2 For abroad, B6.2 and B6.3 are additionally applicable for insured persons, who have become ill.

A3 Contract term

The insurance contract begins on the date shown in the policy. It is valid for the term shown in the policy, after which it is tacitly renewed for one more year.

A4 Termination of the contract

A4.1 Termination on expiration
Both contracting parties may give written notice to terminate the contract up to 3 months before its expiration date.

A4.2 Termination in case of illness
After a case of illness for which AXA indemnifies, the contract can be terminated as follows:

- by the policyholder, no later than 14 days after he has become aware of the indemnity payment, whereby coverage ends when AXA receives the notice of termination.
- by AXA, at the latest when the indemnity payment is made, whereby coverage ends 14 days after the policyholder receives the notice of termination.

A4.3 Termination in case of risk increase
A8.2.3 applies.

A4.4 Termination by the policyholder in case of a change to the contract by AXA
A7.2 applies.

A5 Premiums

A5.1 Premium amount and due date
The premium stipulated in the policy is due on the first day of every insurance year; the due date for the first premium is stated on the invoice. In the case of payment in installments, the installments due during the insurance year are deemed to be deferred. AXA may add a surcharge to each installment.

A5.2 Premium statement

A5.2.1 If a provisional premium was agreed – i.e. an advance premium – the definite premiums are calculated on the basis of information which the policyholder must report to AXA as at the end of each year or after the insurance ends.

A5.2.2 The premiums are calculated on the basis of the contribution-based AHV salary, subject however to a maximum of the highest salary per person and year as shown in the policy.
Unless agreed otherwise in the policy, a maximum salary of CHF 300 000 per person and year is applicable. Salaries which are not subject to AHV on account of the bilateral agreements regarding the free movement of persons between Switzerland and the EU/EFTA or on account of the age of the insured person are nevertheless subject to the contribution obligation.

A5.2.3 Any fixed annual salary agreed in advance for persons mentioned by name in the policy also forms the basis for calculating the premiums.

A5.2.4 In order to verify information, AXA is authorized to inspect all the company's relevant documentation – salary records, substantiating documents, etc. – and to request a copy of the AHV declaration. AXA also has the right to view the requisite documents directly at the AHV office.

A5.2.5 Payments relating to additional premiums and repayments from premium reductions are due when the statement is sent.

A5.2.6 The definitive premium for the previous year is also valid as the new advance premium for the following insurance year.

A5.2.7 If the policyholder fails to provide the information that AXA needs in order to calculate the definite premium within the period specified by AXA, AXA will estimate the premium.

A5.2.8 The policyholder has the right to object to a premium estimate from AXA within 30 days after having received the statement. The estimated premium is deemed to have been accepted unless the objection reaches AXA within this period.

A6 Profit sharing agreement

A6.1 General

- A6.1.1 Provided this is shown in the policy, the policyholder receives a portion of any surplus that is due from its contract. Entitlement arises after 3 full consecutive insurance years with surplus participation rights.
- A6.1.2 If the portion used for calculating the surplus changes during the accounting period, proportionate weighting is applied.
- A6.1.3 Entitlement to loss ratio participation ends if the insurance is terminated before the end of the accounting period.
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A6.2 Statement

- A6.2.1 The statement is prepared at the earliest 5 months after the accounting period ends, and not until premiums due for the accounting period have been paid and the relevant cases of illness have been settled.
- A6.2.2 The cost of handling claims occurring during the accounting period as well as of claims assumed from a previous insurer is deducted from the paid premium portion shown in the policy. If there is a surplus, the policyholder receives the portion shown in the policy. A loss is not carried forward to the next period.
- A6.2.3 A new statement on surplus participation is issued if cases of illness are notified after the statement has been issued or further payments are made for an accounting period that has ended. AXA can claim back surplus portions that have already been disbursed.
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A7 Contract change by AXA

A7.1 Notification by AXA

AXA may adjust the premium rates as of the start of a new insurance year. AXA will notify the policyholder of the change no later than 2 months before the end of the current insurance year. When such an adjustment is made, quotations and applications not yet signed by the policyholder by the date of the notification will lapse.

A7.2 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. At the end of the insurance year, the contract will then end to the extent specified by the policyholder. Notice of termination must reach AXA no later than on the last day of the current insurance year.

A7.3 Consent to a change to the contract

The change to the contract is deemed to have been accepted unless the policyholder gives notice of termination.

A8 Information obligations

A8.1 Communication with AXA

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

A8.2 Risk increase or reduction

A8.2.1 General

AXA must be notified without delay if a significant fact disclosed in the application changes during the contract term and this change entails a material increase in risk. In the absence of such notification, AXA is no longer bound by the contract as of that time.

A8.2.2 Notification obligation and consequences of omitted notification

The policyholder must inform AXA immediately:

- about any relevant change in the business activities of the insured company;
- if the working hours of persons shown by name in the policy are reduced significantly for more than 3 months;
- if the company discontinues its business activities.

If notification is late or omitted, benefits from this contract for insured events may be reduced or denied altogether.

A8.2.3 Risk increase

If the risk increases, AXA may increase the premiums for the remainder of the contract term or may give notice to terminate the contract within 14 days after receipt of the notification of risk increase, subject to a notice period of 2 weeks. The policyholder has the same right of termination if no agreement can be reached on the premium increase. In both cases, AXA is entitled to the rate-based premium increase from the date of the risk increase to the date on which the insurance in question ends.

A8.2.4 Risk reduction

If risk decreases, AXA reduces the premium commensurately from the date on which it receives written notification from the policyholder.

A8.3 Case of illness

C2 and C3 apply.

A8.4 Contract change by AXA

A7.1 applies.

A8.5 Termination of the contract

A4 applies.

A9 Applicable law and place of jurisdiction

A9.1 Applicable law

The insurance contract is subject to Swiss substantive law.

A9.2 Place of jurisdiction

The ordinary Swiss courts are competent to settle disputes arising from this insurance contract.

A10 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 legal sanctions relating to business, trade or finance.

Part B

Insured Benefits

B1 Content

B1.1 Daily benefits

AXA pays the daily benefits shown in the policy for the economic consequences of incapacity for work relating to an illness.

B1.2 Posthumous salary

Provided this is shown in the policy, AXA covers the posthumous salary for which the policyholder is liable as per Article 338, para. 2, SCO.

B1.3 Daily birth benefits

Provided this is shown in the policy, AXA pays the daily birth benefits shown in the policy for each birth, in addition to the maternity compensation under EOG.

B2 Exclusions and reductions

B2.1 The insurance does not cover:

- illnesses that already existed when the insured person joined the insured company or when the insurance contract began, as long as such illnesses lead 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 are in effect between the insurers;
- accidents;
- occupational diseases and accident-like physical injuries that are covered in accordance with 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 insured illnesses;
- illnesses resulting from warlike incidents. If the insured person is taken unawares by the outbreak of such incidents abroad, he must leave the war zone within 14 days. After this period has expired without being used, there is no further entitlement to indemnity for this event on the basis of this contract;
- provision of care for other persons if the insured person himself is not ill;
- illnesses while serving a custodial sentence, while detained in prison or during a measure ordered by a court in accordance with the Swiss Penal Code.

B2.2 AXA waives the reduction of benefits in case of gross negligence.

B2.3 If the illness is only the partial cause of the incapacity for work, AXA only pays the corresponding share of the benefits.

B3 Insured persons

B3.1 The insurance covers employees who are listed in the policy, in accordance with the AHVG. The insurance also covers employees not insured in accordance with the AHVG because of the bilateral agreements on the free

movement of persons between Switzerland and the EU / EFTA.

The following are not deemed to be employees as defined by the AHVG: members of the board of directors and the management bodies who are not simultaneously employees in the insured company.

B3.2 The insurance also covers persons listed by name in the policy who have a fixed agreed salary.

B4 Insured salary

B4.1 The maximum pensionable salary per person and year is shown in the policy.
Unless agreed otherwise in the policy, a maximum salary of CHF 300 000 per person and year is applicable. For persons whose maximum salary exceeds CHF 300 000 per year, a health declaration must be submitted for the insurance of the salary in excess of this amount. For persons mentioned by name in the policy, a health declaration must generally be submitted for admission. Admission is only possible after the health declaration has been verified. Admission may be denied or made contingent on more onerous conditions.

B4.2 The daily benefits are assessed on the basis of the last AHV salary as per D5 drawn in the insured company prior to the start of the illness.
This includes:

- contractually agreed salary components (13th monthly salary, etc.);
- compensation granted on a regular basis, such as bonuses, gratuities, performance-related premiums and the like.
These salary components are determined on the basis of the last variable remuneration actually paid out in the insured company. This is taken into account on a proportionate (pro rata) basis;
- salary adjustments agreed in writing prior to the commencement of the incapacity for work.

Severance payments are not taken into account.

B4.3 If the insured person does not have regular gainful employment or if the salary is subject to major fluctuations, the benefits are calculated on the basis of an average salary over the last 12 months. If it is impossible to calculate the average over the last 12 months, an appropriate average wage per day is taken as the basis for the calculation.
In the case of a fixed-term employment relationship, the current compensation is annualized; this calculation is taken as the basis for the pensionable salary.

B4.4 If the annual salary for persons named in the policy is agreed with AXA in advance, this salary is applicable. Any third-party benefits will be offset if indemnity insurance was agreed. Third-party benefits are not taken into account in case of fixed-sum insurance.

B5 Beginning and end of insurance coverage

B5.1 Coverage begins at the earliest on the start date for the insurance contract shown in the policy.
Coverage for the individual insured person begins on the day on which the employment relationship starts or the first entitlement to a salary comes into being – regardless of whether this day is a weekday or a non-working day.
For company owners listed by name in the policy and persons who have a fixed agreed annual salary, coverage begins when the insurance starts.

B5.2 The insurance coverage for the individual insured person lapses in the following cases:

- when the insurance ends;
- when the insured person leaves the group of insured persons;
- when the policyholder's business is discontinued;
- on attainment of age 70, for persons mentioned by name in the policy who have a fixed and agreed annual salary.

B6 Unpaid leave, coverage abroad, and suspension of coverage

B6.1 During an unpaid leave, coverage remains in place for up to 7 months. This is conditional upon maintenance of the employment contract.
However, the person will not be entitled to benefits and no premiums will be due for the intended duration of the leave. If the insured person falls ill during the period of unpaid leave, the days from the beginning of incapacity for work up to the scheduled resumption of work are taken into account for the waiting period and benefit period.

B6.2 If the insured person falls ill during a stay abroad, he must return to his domicile within one month of commencement of the illness. After this period has expired without being used, there is no further entitlement to indemnity for this event on the basis of this contract.
This regulation does not apply as long as the insured person stays in hospital for medical reasons.
For insured persons subject to the bilateral agreement on the free movement of persons between Switzerland and the EU/EFTA, this restriction applies only outside of their domicile and its immediate vicinity.

B6.3 If an insured person who has become ill travels abroad, he is not entitled to benefits during the period of the stay abroad – unless the insured person has previously obtained AXA's express consent.

B6.4 AXA's obligation to provide benefits under the daily sickness benefits insurance is suspended:

- if the insured person receives benefits from federal or cantonal maternity insurance or from a private daily maternity benefits insurance;

- after each birth taking place after the sixth month of pregnancy, for the duration of the statutory prohibition of employment.

B7 Relapse

B7.1 Illnesses relating to earlier insurance cases for which AXA or other daily sickness benefits insurers paid benefits count as relapses. Such cases are 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. In case of a relapse, the waiting period already observed ceases to apply, and daily benefits already provided are taken into account for the calculation of the maximum benefit period.

B7.2 In the case of relapses that set in after coverage begins, for which (as per B7.1) either no benefit obligation applies or a benefit obligation of less than 180 days applies, the daily benefits are paid for a period of 180 days. Any waiting period already observed ceases to apply.

B7.3 The recurrence or deterioration of an illness that led to incapacity for work for which a pension is already paid by the statutory disability insurance is also regarded as a relapse. If the relapse begins after the start of coverage, the daily benefits are paid for a period of 180 days. Any waiting period already observed ceases to apply.

B7.4 In case of relapses as per B7.1, the regulations as per B8.9 and B9.8 (Coordination with BVG) are only applied after the BVG waiting period has elapsed.

B8 Daily benefits for the company owner and family members working for the company

B8.1 If the insured person is medically deemed to be incapacitated, AXA pays daily benefits per case of illness after the agreed waiting period has expired, for no longer than the benefit period shown in the policy.

B8.2 If the person is fully incapacitated, AXA pays the daily benefits shown in the policy. In the case of partial incapacity for work, the benefits are prorated to the level of incapacity. No entitlement is created in case of incapacity for work of less than 25%. Days of partial incapacity for work of at least 25% count as full days when calculating the waiting period and the benefit period.

B8.3 The insured annual salary is divided by 365.

B8.4 The waiting period per case of illness begins on the day on which the onset of the incapacity for work due to illness is medically ascertained, but 3 days before the first medical treatment at the earliest.

B8.5 If an additional case of illness begins during an ongoing illness, the days of entitlement from the first case are taken into account for the benefit period.

B8.6	If a new case of illness begins after the maximum benefit period has been exhausted, an entitlement to benefits for this new case exists only if the insured person has previously regained his capacity for work in whole or in part – and only within the scope of additional incapacity for work resulting from the new illness.	B9.3	The salary is annualized and then divided by 365. In the case of a term of employment which is fixed in advance, the conversion calculation is limited to the envisaged period of employment.
B8.7	If the insured person is permanently occupationally disabled, in whole or in part, after the benefit period for an illness or accident has been exhausted, the insured annual salary reduces by the percentage of this occupational disability.	B9.4	The waiting period per case of illness begins on the day on which the onset of the incapacity for work due to illness is medically ascertained, but 3 days before the first medical treatment at the earliest.
B8.8	After coverage has ended, AXA continues to pay daily benefits for relapses and ongoing illnesses that began during the insurance term up to the end of the agreed benefit period, but at most until the start date of a pension as per BVG or from equivalent foreign insurance institutions.	B9.5	If an additional case of illness begins during an ongoing illness, the days of entitlement from the first case are taken into account for the benefit period.
B8.9	The following provision applies in cases where a 730-day benefit period has been agreed. After the benefit period is exhausted, AXA pays an advance benefit as per B13.2 if the following conditions are met: <ul style="list-style-type: none"> extended period of incapacity for work (minimum 365 days) without significant interruption, of at least 40% on average, that is likely to result in disability; coverage as per BVG; written agreement from the insured person and the BVG insurer to subsequent offsetting as per B13.2, if the pension starts in the same period during which daily sickness benefits were already paid; the BVG waiting period corresponds to the daily sickness benefits period. Daily benefits are paid until the BVG disability pension begins, but at the most for 365 days. 	B9.6	If a new case of illness begins after the maximum benefit period has been exhausted, this new case is insured only if the insured person has previously regained his capacity for work in whole or in part – and only within the scope of additional incapacity for work resulting from the new illness.
B8.10	From the date when an AHV retirement pension is drawn, but at the latest as from attainment of the ordinary AHV retirement age, there is an entitlement to benefits for a maximum of 180 days in respect of all current and future insurance cases together. However, daily benefits are paid at the most up to the attainment of age 70. The waiting period only has to be observed once.	B9.7	After coverage has ended, AXA continues to pay daily benefits for relapses and ongoing illnesses that began during the insurance term up to the end of the agreed benefit period, but at most until the start date of a pension as per BVG or from equivalent foreign insurance institutions. This rule is not applied for persons with a fixed-term contract of employment for a maximum of 3 months. The daily benefits are then paid for the term of the employment contract at most, taking account of the waiting period.
B9	Daily benefits for the employees	B9.8	The following provision applies in cases where a 730-day benefit period has been agreed. After the benefit period is exhausted, AXA pays an advance benefit as per B13.2 if the following conditions are met: <ul style="list-style-type: none"> extended period of incapacity for work (minimum 365 days) without significant interruption, of at least 40% on average, that is likely to result in disability; coverage as per BVG; written agreement from the insured person and the BVG insurer to subsequent offsetting as per B13.2, if the pension starts in the same period during which daily sickness benefits were already paid; the BVG waiting period corresponds to the daily sickness benefits period. Daily benefits are paid until the BVG disability pension begins, but at the most for 365 days.
B9.1	If the insured person is medically deemed to be incapacitated, AXA pays daily benefits per case of illness after the agreed waiting period has expired, for no longer than the benefit period shown in the policy.	B9.9	From the date when an AHV retirement pension is drawn, but at the latest as from attainment of the ordinary AHV retirement age, there is an entitlement to benefits for a maximum of 180 days in respect of all current and future insurance cases. The waiting period only has to be observed once.
B9.2	If the person is fully incapacitated, AXA pays the daily benefits shown in the policy. In the case of partial incapacity for work, the daily benefits are prorated to the level of incapacity. No entitlement is created in case of incapacity for work of less than 25%. Days of partial incapacity for work of at least 25% count as full days when calculating the waiting period and the benefit period.		

B10 Disbursement of daily benefits

B10.1 Daily benefits are paid to the policyholder for the duration of the employment. The direct right to claims as per Article 87, ICA, is reserved. Payments destined for the insured person which are disbursed to the policyholder must be forwarded to the insured person without deductions or retentions.

B10.2 If AXA wrongfully or erroneously pays excessive daily benefits, the indemnity that was paid incorrectly must be repaid by the recipient in response to a written request from AXA.

B11 Posthumous salary

B11.1 Provided this is shown in the policy, the insurance covers the posthumous salary in accordance with Art. 338 para. 2 OR for which the policyholder is liable.

B11.2 Benefits are provided as the consequence of an illness, regardless of any fault on the part of the insured person.

B11.3 Third-party benefits as per B13 are not taken into account.

B12 Daily birth benefits supplementing law of loss of earnings benefits (EOG)

B12.1 Provided this is shown in the policy, AXA pays the daily birth benefits for each birth, in addition to the maternity compensation under EOG. This applies on the condition that the woman:

- had mandatory insurance coverage under the AHVG for at least 9 months immediately prior to the confinement, and
- was gainfully employed for at least 5 months as an employee within the meaning of Article 10, ATSG.

B12.2 Entitlement to benefits is contingent on eligibility under the EOG. However, women who are self-employed as defined by Art. 12 ATSG are not entitled to benefits.

B12.3 In amendment of B9.3, the salary is annualized and divided by 360.

B13 Benefits from third parties

B13.1 If the insured person is entitled to cash benefits from the disability insurance (IVG), accident insurance (UVG), military insurance (MVG), unemployment insurance, occupational benefits insurance, corresponding foreign insurers, or a liable third party during the same period, AXA supplements these benefits within the scope of its own benefit obligation up to the insured amount in daily benefits. AHV retirement or surviving dependants' pensions are not taken into account; AXA pays the full insured daily benefits.

Third-party benefits are not taken into account in case of fixed-sum insurance.

B13.2 If the entitlement to pension benefits from a state or occupational insurance provider has not yet been fixed, AXA will pay daily benefits within the scope of its benefit obligation in the form of an advance for the declared illness-related period of incapacity for work. If disability insurance (IVG) or occupational benefits insurance subsequently pay a pension, AXA has a direct claim against these insurers for repayment or offsetting of the benefits paid in advance.

B13.3 AXA may request the insured person to agree to direct offsetting or repayment of the advance payments which it has made by the aforementioned insurers. Daily benefits are discontinued if the insured person refuses to give his consent.

B13.4 Days for which partial benefits were paid because of a reduction due to the entitlement to third-party benefits count fully when calculating the benefit period and waiting period.

B14 Right to transfer to individual insurance

B14.1 Insured persons residing in Switzerland have the right to transfer to individual insurance from AXA if:

- they leave the group of insured persons, or
- the insurance ends;
- and they would be entitled to benefits from the unemployment insurance as defined in Art.10, AVIG.

B14.2 The right to transfer does not apply:

- if this insurance ends and is continued for the same group of persons with another insurer;
- for insured persons who have a fixed-term employment contract for a maximum of 3 months;
- when the person changes their job and transfers to a new employer's insurance, if the new insurer must guarantee the continuation of coverage under the agreements on the free movement of persons between the insurers;
- to company owners;
- from the date when the AHV retirement pension is drawn, but at the latest from the attainment of ordinary AHV retirement age;
- for members of the board of directors and the management bodies who are not simultaneously working as employees in the insured company;
- in case of attempted or committed insurance fraud or a breach of a disclosure obligation;
- after the obligation to indemnify based on the group contract has been exhausted.

B14.3 After leaving the insured company, the insured person has a period of 3 months to invoke the right of transfer. The individual insurance begins on the first day after the person leaves the insured company.

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- B14.4** AXA grants insurance cover for the insured person who is transferring in respect of the previously insured daily benefits without medical examination – within the scope of the conditions and rates that apply to individual insurance.
- If the insured person is incapacitated on the date of withdrawal from the group insurance, all benefits will be debited from the group insurance and not from this individual insurance. The same rule applies to relapses as per B7 which occur after withdrawal from the group insurance.
- Assessment of the amount of daily benefits and the conditions for eligibility to benefits are governed by the conditions applicable when the incapacity for work begins. After the transfer to individual insurance, the conditions of the individual insurance apply in case of a relapse as per B7.
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- B14.5** Coverage is based on the insured person's age at the time of joining the group insurance. Any restrictions will also be transferred.
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- B14.6** The last insured salary under group insurance serves as the basis for the insurable salary 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 can be reduced, but not to less than 30 days.
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- B14.7** The policyholder must inform the departing insured person about the right to transfer to individual insurance and the deadline for such transfer when the person leaves the insured company. AXA assists the policyholder by providing summary sheets.

Part C

Procedure in case of illness

C1 Rights of the policyholder

C1.1 If a case of illness occurs that is likely to result in entitlements to benefits, the policyholder is also entitled to take advantage of AXA's advice and support during the waiting period.

AXA's advice and support includes, in particular, verifying the plausibility of the incapacity for work, helping the insured person reintegrate into the work process, averting long-term effects, and combating insurance fraud.

C1.2 If the policyholder requests exceptionally extensive or cost-intensive measures, AXA may make financing thereof conditional upon appropriate co-payment by the policyholder.

C2 Policyholder's information obligations

The policyholder must inform the insured persons in an appropriate manner about rules of conduct in case of a claim, for example by issuing the GIC and summary sheets.

C3 Obligations in case of claims adjustment

C3.1 The policyholder and the insured person must inform AXA immediately if they become aware of a case of illness which is likely to result in entitlements to benefits.

C3.2 If a case of illness is likely to result in entitlements to benefits, expert medical care must be arranged as quickly as possible. The physician's instructions must be followed. The person must abstain from all activities and actions that could worsen the illness or delay the recovery process.

C3.3 Every insured person is obligated to undergo an examination or an assessment by physicians mandated by AXA, even at short notice.
The insured person must release the physicians who are treating or have treated him from their secrecy obligations toward AXA and must authorize them to release information to AXA or to an expert designated by AXA.

C3.4 AXA has the right to conduct patient visits and inquiries at the workplace for the purpose of clarifying the case of illness. The policyholder and the insured person must assist AXA with such investigations in the appropriate manner.

C3.5 AXA has the right to request additional documents and other relevant information (e.g. references, salary statements, descriptions of the workplace etc.) and to inspect official documents such as extracts of AHV statements for the purpose of clarifying the case of illness.
At AXA's request, the policyholder and the insured person must, in individual cases, authorize other insurers and

offices which are dealing with the same case of illness, or which may be able to provide relevant information for processing the benefits, to release information to AXA.

C3.6 If the case of illness results in incapacity for work and consequently leads to the receipt of cash benefits:

- AXA must be notified immediately if the insured person commences or resumes his activities, if his activity changes, if he attempts to do work or if the employment relationship is terminated or adapted;
- the insured person must inform AXA of the receipt of cash benefits from third parties;
- the insured person is obligated to promptly register a likely entitlement to benefits in respect of a pension, retraining, or other occupational measures, etc., with the IV office. Registration with the IV office must take place at the latest following a written request by AXA. At AXA's written request, the insured person must also register with other insurers, social insurers and public offices (in particular the unemployment insurance office and the relevant BVG institution) in order to obtain benefits.

C4 Sanctions in case of a breach of rules of conduct

C4.1 If the notification is received more than 1 month after the commencement of the incapacity for work, benefits will be paid as from the date of receipt of the notification at the earliest. The current period of incapacity for work and the waiting period are taken into account for the benefit period.

C4.2 Daily benefits are reduced by the amount of the maximum single IV pension from the 365th day following the commencement of the incapacity for work:

- if the insured person refuses to register with the IV office after a request to do so from AXA;
- if the insured person fails to effect such registration promptly despite a written request from AXA;
- if the registration is delayed on account of a late claim notification.

C4.3 In cases involving culpable violations of further rules of conduct, AXA can reduce its benefits or (in serious cases) deny them entirely.

C4.4 If AXA issues specific written instructions regarding rules of conduct in a case of illness, and if these rules are breached, benefits are reduced or denied only after a written reminder.

C4.5 Benefits are not reduced or denied as per C4.3 and C4.4 in the following cases:

- if the breach of the rule of conduct is excusable;
- if the breach of the rule of conduct is proven to have had no effect on defining and determining benefits in the case of illness;
- if the breach of the rule of conduct has no effect on the amount of benefits in the case of illness.

Part D

Definitions

D1 Illness

- D1.1 An illness is any impairment of physical, mental or psychological health due to primarily medical reasons which the insured person suffers and which
- is not due to an accident;
 - requires a medical examination or treatment;
 - results in incapacity for work.
-

- D1.2 Health disorders resulting from pregnancy or birth are deemed to be the same as an illness.
-

D2 Incapacity for work

Incapacity for work refers to the full or partial inability to assume a reasonable workload in the current profession or area of activity because of an illness. After 6 months of incapacity for work, a position in another profession or area of activity may also be considered reasonable. When determining the degree of incapacity for work in case of an uninterrupted incapacity for work lasting more than one year (365 days), consideration is given only to those consequences of the health impairment affecting the capacity for work from which, according to an objective opinion, recovery can be ruled out. In order to determine these consequences, a recognized diagnosis must be present and appropriate medical treatment must be administered.

D3 Occupational disability

Occupational disability refers to the lasting full or partial illness-related loss of earning capacity in a stable labor market for which the person is qualified and after reasonable treatment and reintegration measures have been administered. To assess whether a case constitutes occupational disability, only the consequences of the person's health impairment must be taken into consideration. In addition, occupational disability exists only if an objective opinion states that a recovery can be ruled out.

D4 Physician

The provisions of the UVG apply to the definition of the term "physician".

D5 AHV salary

AHV salary refers to the last monthly AHV salary earned at an insured company – including any family allowances in the form of child, training, or household supplements that are customary for the location or industry. For persons without AHVG-compliant coverage because of the bilateral agreements on the free movement of persons between Switzerland and the EU/EFTA, the salary earned from the insured company – including any family allowances in the form of child, training or household supplements that are customary for a particular location or industry – applies in the same way as under the AHV norms.

D6 Abbreviations

AHVG: Federal Act on Old Age and Survivors' Insurance of December 20, 1946 (SR 831.10)
ATSG: Federal Act on the General Part of the Social Security Law of October 6, 2000 (SR 830.1)
AVIG: Federal Act on Unemployment Insurance and Insolvency Compensation of June 25, 1982 (SR 837.0)
BVG: Federal Act on Occupational Retirement, Survivors' and Disability Pension Plans of June 25, 1982 (SR 831.40)
EOG: Federal Act on Earning Compensation for People in Service and for Maternity of September 25, 1952 (SR 834.1)
IVG: Federal Act on Disability Insurance of June 19, 1959 (SR 831.20)
MVG: Federal Act on Military Insurance of September 20, 1949 (SR 833.10)
SCO: Federal Act on the Amendment of the Swiss Civil Code (Volume 5: Swiss Code of Obligations) of March 30, 1911 (SR 220)
UVG: Federal Act on Accident Insurance of March 20, 1981 (SR 832.20)
VVG: Federal Act on Insurance Contracts of April 2, 1908 (SR 221.229.1)
StGB: Swiss Penal Code of December 21, 1937 (SR 311.0)

Part E

Data protection

While preparing and executing the contract, AXA becomes aware of the following data:

- customer information (name, address, date of birth, gender, nationality, bank account details, etc.), stored in electronic customer files;
- application information (on the risk to be insured, answers to the questions in the application, reports by claims adjusters, information on claims experience from the previous insurer, etc.), stored in the policy files;
- contract information (contract term, insured risks and indemnities, etc.), stored in contract administration systems such as physical policy files and electronic risk databases;
- payment information (dates of premium payments, outstanding amounts, reminders, credit balances, etc.), stored in debt collection databases;
- any available claims information (claim notifications, investigation reports, invoices, etc.), stored in physical claims dossiers and electronic claims application systems.

This information is needed in order to investigate and assess the risk, manage the contract, collect the premiums on time and handle the matter correctly in the event of a claim. The data must be stored for at least ten years after the contract has ended; claims data must be stored for at least ten years after the claim has been settled. AXA undertakes to treat the information it receives as confidential.

AXA is authorized to obtain and process the data necessary for managing the contract and handling claims. If necessary, the data may be exchanged with third parties involved, such as reinsurers and other participating insurers, pledge holders, authorities, lawyers and external claims adjusters. Information may also be passed on to liable third parties and their liability insurers in order to enforce recourse claims. AXA is authorized to inform third parties (e.g. the relevant authorities) to whom insurance coverage has been confirmed if the insurance is suspended, amended or terminated.

Information may also be shared for the purpose of uncovering or preventing insurance fraud.

AXA has the right to request relevant data from external providers in order to assess the customer's creditworthiness.

In connection with an insured event, the medical staff providing treatment must be released from their confidentiality obligations toward AXA.

To simplify administrative procedures, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to the following data:

- master data
- basic contract data
- claims summary
- customer profiles

This data is also used for marketing purposes; advertisements may be sent to the policyholder. Persons who do not wish to receive promotional material can give notice of this by calling 0800 809 809 (AXA 24-hour phone line).

Mutual access to health data is excluded.



Need to file a claim?

It's easy and fast – notify us of your claim online at:

www.axa.ch/report-claim

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