



General Insurance Conditions (GIC)

# Payment Protection Insurance

Version 08.2020

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# Key points at a glance

This overview informs you about the material content of your insurance contract. The contracting parties' rights and obligations arise following conclusion of the insurance contract 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 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 sickness or an accident.

## 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 car subscription
- Rent & mortgage: Insures payments of rent or mortgage interest
- Health insurance: Insures the premium for your supplementary health insurance
- Other expenditure: Insures miscellaneous recurring payments, for example subscriptions for mobile phone, gym membership, magazines and 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. This recurring monthly payment and the "Other expenditure" module can be insured once for each insured.

## What does the insurance not cover?

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

In addition, the insurance does not cover (the list is not exhaustive):

- Intentionally caused incapacity to work
- Unemployment if the insured gives notice him/herself
- Incapacity to work outside paid employment
- Partial incapacity to work
- Existing conditions that can be attributed to previous sicknesses or accidents
- Psychological problems and sicknesses of any kind – unless certified by a physician
- 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
- Voluntary unemployment
- Unemployment for self-employed persons and business owners or managing partners of a business
- Unemployment which is not compensated by unemployment insurance, and partial unemployment

## 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 about risk increases and risk decreases during the contract term.
- seek proper medical treatment in case of incapacity to work.
- follow the physicians' instructions and be available to undergo a medical examination or an assessment by physicians appointed by AXA.
- release physicians who are currently treating you, or have treated you in the past, from confidentiality obligations vis-à-vis AXA.
- issue further information to AXA on request, and authorize AXA to view official documents relating to the case.

## 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 to 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.

## 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 in Part D under "Definitions."

## What data does AXA use and how?

Information about the use of data is provided in Part E under "Data protection."

# General Insurance Conditions (GIC)

## Part A

### General provisions of the insurance contract

#### A1 Scope of the contract

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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

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The insurance commences on the date shown in the policy and is valid for the period shown in the policy, after which it is automatically renewed for one year at a time. Any provisional insurance coverage that may be in place expires when 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

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##### A3.1 Termination on expiry

Both contracting parties may give written notice to terminate the contract or parts thereof up to three months prior to the date on which it expires.

##### A3.2 Termination in the event of a claim

After a claim for which AXA provides benefits, both parties can terminate the contract as follows:

- The insured can give notice of termination no later than 14 days after he or she is 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 insured has received the notice of termination.

#### A4 Termination of insurance coverage

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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 event 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 the number of hours you work to fewer than 25 per week. This provision does not apply if the insured becomes unemployed or is self-employed.
- if you are no longer in paid and permanent employment. 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 you take up paid employment with an employer outside of Switzerland (except Principality of Liechtenstein).
- if the insured dies.

#### A5 Premiums

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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. 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.

#### A6 Contract adjustment by AXA

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##### 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, 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

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##### 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:
  - For leasing & car subscription: Increase or decrease in the insured leasing payments or expenditure for car subscription
  - For rent & mortgage: Increase or decrease in the insured rent or mortgage interest payment
  - For 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: In the case of leasing, you must submit a confirmation of cancellation from the lessor. In the case of car subscription, you must submit a confirmation of cancellation from the 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: As the lessee, you must submit a copy of the new leasing contract. In the case of car subscription, you must submit a copy of the new 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.

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#### A7.3 **Sanctions in case 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 loss event, AXA can refuse payment.

## A8 **Applicable law and place of jurisdiction**

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### 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 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 jurisdiction over any such disputes.

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## A9 **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.

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## 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 applicable legal sanctions relating to business, trade or finance.

## Part B

# Insured benefit

### B1 Content

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- B1.1** AXA pays the benefits specified in the policy for the consequences of involuntary unemployment or full incapacity to work following sickness 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 car subscription
  - Rent & mortgage: Insures payments of rent or mortgage interest
  - Health insurance: Insures the premiums for your supplementary health insurance
  - Other expenditure: Insures miscellaneous recurring payments, for example subscriptions for mobile phone, gym membership, magazines and streaming services, etc.

AXA pays the insured benefit, which corresponds to the amount of the insured installment 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 installments. 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 loss 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** This recurring monthly payment (identical leasing installment, rent, mortgage interest, 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 case of full incapacity to work

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- B2.1** AXA pays the insured benefit in the case of full incapacity to work (also referred to below as “incapacity to work”).
- The insured must be in paid employment at the time of the insured event.
  - The insured is deemed totally unable to work if he or she is temporarily 100% unable to perform his or her previous occupation or activity following sickness or an accident.
  - The incapacity to work must be confirmed in a report by a physician who is practicing and licensed in Switzerland. The cost of the medical examination and the issuing of references, reports, etc., must be borne by the insured him/herself.

- The waiting period specified in the policy commences on the day on which the incapacity to work is confirmed. Once this waiting period is over, AXA provides its benefits for the entire duration of the incapacity to work or until the maximum benefit period for each claim is reached.
- AXA can request that the insured is examined by an appointed, independent physician. The associated costs are covered by AXA.
- If the incapacity to work lasts less than a full month after expiry of the waiting period, AXA pays 1/30 of the total monthly insurance benefit for each day of continued incapacity to work. If the obligation to provide benefits ends during a part month, AXA pays 1/30 of the total monthly insurance benefit for each day of the part month.
- 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.
- The following provisions apply in the event of continued incapacity to work, irrespective of the cause:
  - If you fully or partly resumed your paid employment for fewer than six months before you once again became totally 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.
  - If you fully or partly resumed your paid employment for six months or more before you once again became totally incapacitated for work, this shall be deemed a new insured event. The waiting period specified in the policy commences on the day on which the incapacity to work is confirmed.

### B2.2 Exclusions

- AXA does not pay benefits if the incapacity to work occurs as a consequence of
- sickness and the results of an accident that already existed or had existed when the insurance commenced
  - intentionally caused incapacity to work
  - suicide attempts, intentional bodily injuries, self-mutilation or the consumption of drugs or medications not prescribed by a physician
  - intentional acts by the insured, including the consequences of severe or chronic alcohol dependency; or the consequences of misuse of drugs or medication
  - psychological problems and illnesses of any kind (including depression, nervous breakdown, chronic fatigue syndrome and fibromyalgia) – unless
    - they are diagnosed and treated by a physician practicing in Switzerland and possessing a specialization in psychiatry, or
    - they are diagnosed and treated in the course of a long-term stay in a hospital, sanatorium, clinic, etc. in Switzerland
  - 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 (e.g. by means of X-rays, MRI or CT scans)

- criminal acts by the insured
- explosion, release of heat or radiation by ionizing substances
- professional participation by the insured in gambling, betting, races and sports competitions of all types
- flying in an aircraft other than as a paying passenger or member of the crew on a scheduled route in a licensed commercial aircraft
- participation by the insured as driver, co-driver or passenger of a motor vehicle or vehicle powered by other means in driving events, including the related practice drives, where the aim is to achieve the highest speeds
- mountaineering by the insured (> UIAA grade II)
- engagement in the following activities by the insured: acrobatic performances, record attempts or competitions in connection with air sports of all types, and flying with prototypes, test flights, jumps with non-recognized parachutes, hang gliding, parasailing or paragliding
- fights in which the insured participates actively, except in cases of defense in an emergency/self-defense or emergency assistance to another person, or if performing a recognized professional obligation
- 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
- losses resulting from active participation in war, civil war, unrest, rebellion, terrorist attacks, sabotage or assassination attempts
- any work interruption in connection with legally prescribed maternity leave

**B2.2.1** 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). In addition, no benefits will be paid if the insured works part-time and is only partly incapacitated for work within the scope of his or her part-time work. AXA does not provide any benefits if the insured is under 18 years of age, older than 65 or retired at the time of the loss event.

## **B3 Eligibility for benefits in case of involuntary unemployment**

**B3.1** AXA pays the insured benefit in the case of involuntary unemployment (also referred to below as “unemployment”).

- In principle, the insured is deemed involuntarily unemployed if he or she is dismissed from paid employment and is entitled to daily benefits under statutory Swiss unemployment insurance. Involuntary and voluntary unemployment are defined in Part D.
- The waiting period specified in the policy commences on the day on which unemployment is confirmed. 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 claim is reached.
- If the unemployment lasts less than a full month after expiry of the waiting period, AXA pays 1/30 of the total monthly insurance benefit for each day of continued unemployment. If the obligation to pay compensation ends within a part month, AXA pays 1/30 of the total monthly insurance benefit for each day of the part month.
- 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 for work. After the incapacity for

work ends, an application for insurance benefits on account of unemployment can be submitted.

- 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 insured event. The waiting period specified in the policy commences on the day on which unemployment is confirmed.
- 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.

### **B3.2 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 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 unemployment is not compensated by unemployment insurance
- if the insured is only partly unemployed
- if the dismissal is due to an intentional breach of significant obligations in the employment contract
- if the dismissal is for just cause as per Art. 337 of the Swiss Code of Obligations (CO)
- 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 is an employer – unless the reason for the dismissal is the liquidation of the company or the discontinuation of activity in connection with the incapacity for work or death of the business owner or managing director
- if the unemployment is seasonal or partial, i.e. unemployment which does not result in termination of the employment relationship, or suspension of work which does not result in termination of the employment contract
- if the insured is employed outside of Switzerland
- if, in relation to the unemployment, there is no entitlement to daily unemployment benefits under statutory unemployment insurance (ALV) in Switzerland

B3.2.1 AXA does not provide any benefits if the policyholder is working fewer than 25 hours per week in a paid employment relationship at the time of the loss event. 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. AXA does not provide any benefits if the insured is under 18 years of age, older than 65 or retired at the time of the loss event.



## Part C

### Procedure in the event of a claim

#### C1 Obligations in case 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 person 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 insured event, 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 case of an accident: Copy of the police report (if available)
- In case of illness or accident: Declaration on absence from work (document from employer)

In all cases, medical reports or certificates must be issued by a physician who is practicing and licensed in Switzerland. 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 your last employment contract and last salary statement
- A copy of your letter of termination
- A copy of your registration and claim for unemployment benefit from a Swiss unemployment insurance fund
- Copies of monthly statements showing benefits disbursed by the Swiss unemployment insurance fund

**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** 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 establishing 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 loss event or who were involved in the medical treatment in some other way or are handling the loss event 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 case 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

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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 Exclusion period

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

#### D3 Waiting period

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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 insured event.

#### D4 Sickness

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A sickness 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.

#### D5 Accident

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

#### D6 Involuntary and voluntary unemployment

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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

#### D7 Full incapacity to work

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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.

#### D8 Self-employed persons

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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.

## Part E

# Data protection

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

- customer information (name, address, date of birth, gender, nationality, payment details, etc.), stored in electronic customer files
- application data (information on the risk to be insured, answers to the questions in the application, reports by experts, claims data from the previous insurer, etc.), stored in the policy files
- contract data (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 received, outstanding amounts, reminders, credit balances, etc.), stored in debt collection databases
- any available claims data (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 is terminated, and 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 shall be 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 in the contract, such as reinsurers and other participating insurers, pledge holders, authorities, attorneys and external claims adjusters. Information may also be passed on to liable third parties and their liability insurers for the purpose of enforcing recourse claims. AXA shall be authorized to inform third parties (e.g. relevant authorities) to whom insurance coverage has been confirmed if the insurance is suspended, amended or terminated. The affected person's agree-

ment shall be obtained to the extent necessary, especially where the disclosure of particularly sensitive personal information such as health data is concerned.

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

AXA shall be entitled to request the credit history of the customer from external providers in order to assess the creditworthiness of the customer.

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

In connection with a claim, AXA shall also be authorized to obtain any relevant information from, and inspect the files of, other insurers, authorities (police or investigating authorities, department of motor vehicles offices, or similar offices), as well as from motor vehicle manufacturers and other third parties. Where necessary, the eligible claimant must authorize the offices mentioned above to disclose the relevant information. This is based on Art. 39 of the Federal Act on Insurance Contracts (ICA).

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

- master data
- basic contract data

This data is also used for marketing purposes. Promotional material may be sent to the policyholder. Policyholders who do not wish to receive promotional material may communicate this by calling 0800 809 809 (AXA 24-hour helpline).

Mutual access to health data is excluded.



## **Want to file a claim?**

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

**[www.axa.ch/claim](http://www.axa.ch/claim)**

AXA  
General-Guisan-Strasse 40  
P.O. Box 357  
8401 Winterthur  
AXA Insurance Ltd

[www.axa.ch](http://www.axa.ch)  
[www.myaxa.ch](http://www.myaxa.ch) (customer portal)