



General Insurance Conditions (GIC)

Daily Sickness Benefits Insurance

Version 01.2024

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Key points at a glance

This overview provides you with information about the key content of the insurance contract in accordance with Art. 3 of the Federal Act on Insurance Contracts (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 insurance conditions and the 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 joint stock company with registered office in Winterthur and a subsidiary of the AXA Group.

Who is insured?

The insureds and categories of insureds as well as the scope of coverage are specified in the application and the policy.

What is insured?

The insurance covers illnesses that result in incapacity to work of at least 25%. Health problems resulting from pregnancy or childbirth are deemed to be the same as illnesses.

Illnesses relating to earlier insurance cases for which AXA or any other daily sickness benefits insurer paid benefits are considered to be relapses. Such cases are only treated as a new illness if the insured was fully able to resume work for an uninterrupted period of at least 365 days prior to the new incapacity to work.

The application shows whether the insurance is an indemnity or a fixed sum insurance.

What is not insured?

The insurance does not cover the following, among other things:

- illnesses that exist at the time the insured joins the insured company or at the time the insurance contract begins, if any such illness results in incapacity to work;
- accidents;
- occupational diseases and accident-like physical injuries that are covered pursuant to the AIA.

What benefits does AXA provide?

- daily benefits in the case of incapacity to work of at least 25 percent;
- posthumous salary in accordance with Art. 338 (2) of the Swiss Code of Obligations (CO);
- Daily benefits as a supplement to the maternity allowance, allowance of the other parent or adoption allowance under the Loss of Earnings Compensation Act (LECA).

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

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 actual payroll amount is determined at the end of the insurance year, after which the final premium is calculated and any difference from the advance premium is either reimbursed or invoiced. If a flat-rate premium has been agreed, AXA will waive this billing procedure.

What happens in the case of a favorable claims experience?

Provided this is specified in the documents, after three consecutive insurance years the policyholder will receive a share of any surplus that is paid out.

What are the policyholder's main obligations?

The policyholder must:

- pay the premiums on time and report illnesses immediately;
- report the actual payroll amounts for the calculation of the final premiums;
- inform the insureds about the scope of coverage. AXA assists the policyholder by providing summary sheets;
- inform the insureds about the rules of conduct in the case of an illness;
- inform the insureds about the right to transfer to individual insurance when leaving the company;
- on request, allow AXA to inspect salary records and authorize it to inspect the OASI declaration.

When does the notice of claim need to be filed?

The policyholder and the insured must inform AXA immediately once they become aware of an insured event that is likely to result in entitlement to benefits.

When does coverage begin and end?

Coverage begins on the date specified in the policy. This date may differ from the date contained in the application. As a rule, the date of receipt by AXA of the accepted application applies for the start date. In the event of a medical examination, the start date of the contract will be determined once all medical issues have been clarified.

Unless the insurance contract is terminated on expiry, it is automatically renewed for another year.

What loss or damage is insured in terms of time?

AXA pays the benefits shown in the policy for the consequences of illnesses that the insured suffers during the term of the contract. This does not include illnesses that must be taken over based on agreements on the free movement of persons between insurers.

How to exercise the right of withdrawal.

Pursuant to the AIA, the right of withdrawal is excluded in the case of group personal insurance. (Art. 2a (4) ICA).

The right of withdrawal applies only if the insurance is exclusively for named persons with a fixed salary (company owner, for example).

The policyholder may withdraw from the contract with AXA within 14 days of its acceptance. This deadline will be met if AXA receives notice of withdrawal in writing or in another form of text (e-mail, for example).

On withdrawal, any benefits already received will have to be repaid.

What definitions apply?

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

What data does AXA use and how?

AXA uses data in compliance with the applicable statutory provisions. More information may 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

A1.1 The policy specifies what insurance has been taken out. The policy, these General Insurance Conditions (GIC), any Additional Insurance Conditions (AIC) and any Special Insurance Conditions (SIC) that may apply provide information about the scope of coverage.

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

- daily benefits for the company owner and family members working for the company;
- daily benefits for the employees;
- posthumous salaries for the employees;
- Daily benefits as a supplement to the Loss of Earnings Compensation Act (LECA).

A1.3 The insureds, categories of insureds and insured benefits are specified in the policy.

A2 Territorial scope

The insurance is valid worldwide. The continuation of insurance coverage for persons posted abroad remains valid analogous to the OASI confirmation of posting. B6.2 and B6.3 also apply for insureds who become ill abroad.

A3 Term of the contract

The insurance contract begins on the date specified in the policy. It is concluded for the term specified in the policy, after which it is automatically renewed for another year.
AXA may reject the application.

A4 Termination of the contract

A4.1 Termination on expiry
Either contracting party may terminate the contract in writing up to three months prior to its expiry.

A4.2 Ordinary termination
Either contracting party may terminate the contract in writing or in another form of text (e-mail, for example) up to three months prior to its expiry.
If the term of the contract is longer than three years, the parties may terminate it at the end of the third year or every subsequent year by giving notice in writing or another form of text (e-mail, for example).

A4.3 Termination in the event of a claim
Following a claim for which AXA provides benefits, the contract may be terminated as follows:

- by the policyholder, no later than 14 days after they become aware of the payment of the benefit, with coverage ending 14 days following receipt by AXA of the notice of termination.
- by AXA, no later than on payment of the benefit, with coverage ending 14 days following receipt by the policyholder of the notice of termination.

A4.4 Termination in the event of an increase in risk
A8.2 applies.

A4.5 Termination by the policyholder in the event of an adjustment to the contract by AXA
A7.2 applies.

A5 Premiums

A5.1 Premium amount and due date
The premium specified in the policy is due on the first day of each insurance year; the due date for the first premium is specified in the invoice. In the event of payment in installments, the installments due during the insurance year are deemed to be deferred. AXA may add a surcharge to each installment. The installment surcharge is based on Art. 117 AIO.

A5.2 Premium calculation
The classification and structure of the company as well as the premium rate are taken into account for the purpose of calculating the premium. The group as well as the contract-specific claims experience (in accordance with A7.2) may also be considered in the calculation of the premium. .

A5.3 Premium statement
A5.3.1 If a provisional premium was agreed, i.e. an advance premium, the final premium is calculated on the basis of the information that the policyholder is required to report to AXA at the end of each year or following termination of the insurance.

A5.3.2 The premiums are calculated based on the salary subject to contributions pursuant to the OASIA, but no more than the highest salary per person and year as specified in the policy. Unless agreed otherwise in the policy, a maximum salary of CHF 300,000 per person and year applies. Salaries that are not subject to OASI because of the bilateral agreements on the free movement of persons between Switzerland and the EU/EFTA as well as the United Kingdom of Great Britain and Northern Ireland, or because of the age of the insured, are also subject to contributions. Severance pay is, however, not subject to contributions.

- A5.3.3 If a fixed annual salary was agreed in advance for persons named in the policy, this amount will also apply for calculation of the premium.
- A5.3.4 To verify the information, AXA is entitled to inspect all the relevant documentation of the company (salary records, substantiating documents, etc.) and to request a copy of the OASI declaration. AXA is also entitled to inspect the required documents directly at the OASI office.
- A5.3.5 Payments relating to additional premiums and repayments from premium reductions are due on receipt of the statement.
- A5.3.6 The final premium for the previous year serves as the new advance premium for the following insurance year.
- A5.3.7 If the policyholder fails to provide the information that AXA needs in order to calculate the final premium within the period specified by AXA, AXA will estimate the premium.
- A5.3.8 The policyholder has the right to object to any premium estimated by AXA within 30 days of receipt of the statement. The estimated premium is deemed to have been accepted if the objection is not received by AXA within this period.

A6 Loss ratio bonus

A6.1 General

If specified in the policy, the policyholder receives a share of any surplus that is due under its contract. Eligibility for a share arises after three full consecutive insurance years in which the policyholder is entitled to a surplus. Entitlement to a surplus is conditional upon insurance of daily benefits for insured employees. If the share used to calculate the surplus changes during the billing period, the various shares will be weighted in accordance with their period of validity and the resulting average will be applied for the entire billing period. Entitlement to any loss ratio participation ends if the insurance is canceled prior to the end of the billing period.

A6.2 Statement

The statement is prepared at the earliest five months after the end of the billing period, and not until the premiums due for the billing period have been paid and the relevant claims have been settled.

The cost of handling claims filed during the billing period is deducted from the portion of paid premiums specified in the policy. If there is a surplus, the policyholder will receive the share specified in the policy. A loss is not carried forward to the next billing period.

A new statement on surplus participation is issued if claims are reported after the statement has been issued or further payments are made for an billing period that has ended. AXA may request the repayment of any shares in the surplus it has already paid out.

A7 Adjustment to the contract by AXA

A7.1 Change of premium rate or statutory provisions

AXA may adjust the contract with effect from the following insurance year if the premium rate or statutory provisions change. AXA will notify the policyholder of the change no later than two months prior to expiry of the current insurance year. When such an adjustment is made, any quotes and applications not yet signed by the policyholder by the date of the notice will lapse.

A7.2 Premium adjustment at the end of the agreed coverage period

By means of an experience rating, AXA may adjust the premium rates in accordance with the rate provisions at the end of the contract based on the contract-specific claims experience. The mathematic model used for the experience rating is based on the premiums, the benefits paid (including reserves), the frequency of claims and the group claims experience. The observation period is deemed to include, in addition to the current insurance year, all of the years the policyholder has been insured with AXA, but at the most the six preceding years. AXA will notify the policyholder of the change no later than two months prior to expiry of the current insurance year.

A7.3 Termination by the policyholder

The policyholder then has 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, those parts of the contract specified for termination by the policyholder will then expire. Notice of termination must be received by AXA no later than on the last day of the current insurance year.

A7.4 Acceptance of an adjustment to the contract

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

A8 Duty to provide information

A8.1 Communication with AXA

The policyholder must address all communications to the relevant branch office or to the registered office of AXA.

A8.2 Increase or decrease in risk

A8.2.1 General

AXA must be notified immediately if a significant fact disclosed in the application changes during the term of the contract and this change entails a material increase in risk. In the absence of such notification, AXA will no longer be bound by the contract as of that time.

A8.2.2 Duty to notify and consequences of failure to notify

The policyholder must immediately notify AXA of the following:

- any relevant change in the business activities of the insured company;
- any significant reduction in the working hours of the persons named in the policy that lasts for more than three months;
- the discontinuation of the business activity of the company.

If the policyholder fails to notify AXA or notifies it late, the benefits under this contract for insured events may be reduced or denied altogether.

A8.2.3 Increase in risk

If the risk increases, AXA may increase the premiums for the remainder of the term of the contract or may give notice to terminate the contract within 14 days following receipt of the notification of increased risk, subject to a period of notice of two 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 increase in risk to the date on which the insurance in question ends.

A8.2.4 Decrease in risk
If the risk decreases, AXA reduces the premium commensurately from the date on which it receives written notice from the policyholder.

A8.3 In case of illness
C1 to C4 apply.

A8.4 Adjustment to the contract by AXA
A7 applies.

A8.5 Termination of the contract
A4 applies.

A9 Applicable law and place of jurisdiction

A9.1 Applicable law
This contract is subject to Swiss law. For contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence if they differ from these General Insurance Conditions (GIC).

A9.2 Place of jurisdiction
The ordinary courts of Switzerland have exclusive jurisdiction over any disputes arising out of or in connection with this insurance contract.

A10 Sanctions

AXA will not provide any insurance coverage and AXA is not liable for the payment of a claim and does not otherwise provide any other benefit hereunder to the extent that the provision of such coverage, the payment of such a claim or the provision of such a benefit would expose AXA to any sanction, prohibition or restriction under any UN resolution or any trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States of America, Switzerland or the Principality of Liechtenstein.

Part B

Insured Benefits

B1 Content

- B1.1 Daily benefits**
AXA pays the daily benefits specified in the policy for the economic consequences of incapacity to work due to illness.
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- B1.2 Posthumous salary**
If specified in the policy, AXA covers the posthumous salary to be paid by the policyholder in accordance with Art. 338 (2) CO.
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- B1.3 Daily benefits as a supplement to the Loss of Earnings Compensation Act (LECA)**
If specified in the policy, AXA pays daily benefits as a supplement to the maternity allowance, allowance for the other parent or adoption allowance in accordance with the loss of earnings compensation scheme (EO).

B2 Exclusions and reductions

- B2.1 The insurance does not cover:**
- illnesses that exist at the time the person joins the insured business or at the time the insurance contract begins if any such illness results in incapacity to work. This does not apply if AXA is obligated to continue providing coverage based on agreements on the free movement of persons in effect between the insurers;
 - accidents;
 - occupational diseases and accident-like physical injuries that are covered by the insurance pursuant to the AIA;
 - illnesses resulting from the effects of ionizing radiation. The insurance does cover, however, health problems resulting from medically prescribed radiation treatment of insured illnesses;
 - illnesses resulting from warlike incidents. If the insured is taken unawares by the outbreak of such incidents abroad, he or she must leave the war zone within 14 days. After this period has expired, there will be no further entitlement to insurance benefits for this event under this contract;
 - the provision of care for other persons if the insured himself or herself 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 Criminal Code.
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- B2.2** AXA waives the reduction of benefits in cases of gross negligence.
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- B2.3** If the illness is only partly the cause of the incapacity to work, AXA pays only the corresponding portion of the benefits.

B3 Insureds

- B3.1** The insurance covers employees within the meaning of the OASIA who are listed in the policy. The insurance also covers employees who are not insured pursuant to the OASIA because of the bilateral agreements on the free movement of persons between Switzerland and the EU/EFTA as well as the United Kingdom of Great Britain and Northern Ireland, as long as these bilateral agreements are in effect.
The following are not considered to be employees within the meaning of the OASIA: members of the board of directors and the management bodies who are not, at the same time, employees of the insured company.
-
- B3.2** The insurance also covers persons named in the policy who have a fixed agreed salary.

B4 Insured salary

- B4.1** The maximum insured salary per person and year is specified in the policy. Unless agreed otherwise in the policy, a maximum salary of CHF 300,000 per person and year applies. For persons whose maximum salary exceeds CHF 300,000 per year, a health declaration must be submitted in order to insure the salary in excess of this amount. For persons named 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 stringent conditions.
-
- B4.2** The daily benefits are assessed on the basis of the last OASI salary in accordance with D5 drawn at the insured company prior to the start of the illness. This includes:
- contractually agreed salary components (13th month salary, etc.);
 - compensation granted on a regular basis, such as bonuses, gratuities, performance premiums and the like. The basis for the determination of these salary components is the last variable remuneration actually paid out by the insured company. This is taken into account on a proportionate (pro rata) basis;
 - salary adjustments agreed in writing prior to the start of the incapacity to work. Severance payments are not taken into account.
- In the event of any partial early withdrawal of OASI pension, the rate of daily benefits for current and future claims will be recalculated from the date of the early OASI withdrawal. The daily benefit is paid exclusively on the basis of the new OASI salary pursuant to the contract of employment with the policyholder.

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

B4.4 If the annual salary for persons named in the policy is agreed with AXA in advance, this salary will apply. Any third-party benefits will be offset if indemnity insurance was agreed. 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 specified in the policy. Coverage for the individual insured begins on the day on which the employment relationship starts or on which entitlement to a salary first begins, regardless of whether this day is a weekday or a non-working day. For company owners named in the policy and persons who have a fixed agreed annual salary, coverage begins when the insurance starts.

B5.2 Insurance coverage for the individual insured lapses:

- when the insurance ends;
- when the insured leaves the group of insureds;
- for the company owner and family members working for the company, on withdrawal from the contract or once the daily benefits period is exhausted in the event of total incapacity to work;
- once the policyholder discontinues business;
- when persons named in the policy who have an agreed fixed annual salary reach the age of 70.

B6 Unpaid leave, coverage abroad and suspension of coverage

B6.1 During unpaid leave, coverage remains in place for up to seven months. This is conditional on maintenance of the employment contract. However, no entitlement to benefits applies for the duration of the planned period of leave and no premiums will be owed either. If the insured falls ill during the period of unpaid leave, the days from the beginning of the incapacity to work up until the planned date for resumption of work are taken into account for the waiting period and the benefit period.

B6.2 If an insured who is resident in Switzerland at the beginning of their incapacity to work becomes ill while abroad (= area outside Switzerland), they must return to their place of residence in Switzerland within one month of the onset of the illness. After this period has expired, there will be no further entitlement to insurance benefits for this event under this contract. This provision does not apply as long as the insured remains in the hospital for medical reasons.

B6.3 If an insured who is ill and is resident in Switzerland travels abroad (= area outside Switzerland), they are not entitled to benefits during the period of stay abroad unless the insured obtained express consent from AXA in advance.

B6.4 For insureds who are subject to the bilateral agreement on the free movement of persons between Switzerland and the EU, the EFTA or the United Kingdom of Great Britain and Northern Ireland and who work in Switzerland but live outside Switzerland, the restrictions contained in B6.2 and B6.3 apply mutatis mutandis, but only for stays outside their place of residence or its immediate surroundings, which are not in Switzerland.

B6.5 AXA's obligation to provide benefits under the daily sickness benefits insurance is suspended:

- if the insured receives benefits from federal or cantonal maternity insurance or from a private daily maternity benefits insurance;
- in the case of any birth after the sixth month of pregnancy while the statutory prohibition on employment is in effect.

B7 Relapse

B7.1 Illnesses relating to earlier insured events for which AXA or other daily sickness benefits insurers paid benefits are considered to be relapses. Such cases are only treated as a new illness if the insured was fully able to resume work for an uninterrupted period of at least 365 days prior to the new incapacity to work. In the event of a relapse, the waiting period already observed ceases to apply and the daily benefits already provided are taken into account for the calculation of the maximum benefit period.

B7.2 In the case of relapses that occur after coverage begins and for which there is either no obligation to provide benefits pursuant to B7.1 or there is an obligation to provide benefits for less than 180 days, the daily benefits are paid for a period of 180 days. Any waiting period already observed ceases to apply.

B7.3 The recurrence or worsening of an illness that led to the incapacity to work for which a pension is already being paid by the statutory disability insurance is also considered to be 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 If a relapse within the meaning of B7.1 occurs, the provisions pursuant to B9.9 and B10.9 (coordination with OPA) are only applied once the OPA waiting period has ended.

B8 Calculation of the benefit period in the event an insurance contract is replaced

B8.1 The days for which the insured has received or will receive benefits for a current case of illness or relapse under an insurance contract that is replaced will be taken into account for the period of daily benefits under this policy. This provision will also apply if the insurance contract is taken over by another insurer.

B8.2 Compensation for the current cases of illness is based on the insurance conditions and benefits that applied when the insured events began. The number of days of incapacity to work that occurred before the beginning of the contract are also taken into consideration in calculating the waiting period. B7 applies in the event of any relapse.

B9 Daily benefits for the company owner and family members working for the company without OASI salaries

B9.1 If an insured is deemed by a physician to be unable to work, AXA pays the daily benefits for each illness after the agreed waiting period ends, but for no longer than the benefit period specified in the policy.

B9.2 In the case of total incapacity to work, AXA pays the daily benefits specified in the policy. In the case of partial incapacity to work, the daily benefits are prorated to the level of the incapacity to work. There is no entitlement to benefits in the case of incapacity to work of less than 25%. Days of partial incapacity to work of at least 25% count as full days for the purpose of calculating the waiting period and the benefit period.

B9.3 The insured annual salary is divided by 365.

B9.4 The waiting period for each illness begins on the day a physician confirms the onset of the incapacity to work due to illness, at the earliest three days prior to the first medical treatment.

B9.5 If, during one illness, an additional illness sets in, the days of entitlement for the first case are taken into account for the benefit period.

B9.6 If a new illness sets in after the maximum benefit period has been exhausted, the insured will only be entitled to benefits for this new illness if he or she has first regained full or partial capacity to work, and only to the extent of the additional incapacity to work caused by the new illness.

B9.7 If the insured is permanently occupationally disabled, fully or in part, after the benefit period for an illness or an accident has been exhausted, the insured annual salary is reduced by the percentage of this occupational disability.

B9.8 After coverage has ended, AXA continues to pay daily benefits for relapses and ongoing illnesses that began during the term of the insurance up until the end of the agreed benefit period, but at the most, until the date of commencement of a pension pursuant to the OPA or from an equivalent foreign insurance institution.

B9.9 The following applies if a benefit period of 730 days is agreed: After the benefit period has been exhausted, AXA pays an advance benefit in accordance with B14.2 if the following conditions are met:

- extended period of incapacity to work (minimum 365 days) without significant interruption, of at least 40% on average, that is likely to result in disability;
- coverage pursuant to the OPA;
- written agreement from the insured and the OPA insurer to subsequent offsetting in accordance with B13.2 if the pension starts in the same period during which daily sickness benefits were already paid;
- the OPA waiting period corresponds to the daily sickness benefits period.

Daily benefits are paid until the OPA disability pension begins, but for no longer than 365 days.

B9.10 From the time that the full OASI retirement pension is drawn, but at the latest when the OASI reference age is reached, the insured is entitled to benefits for a maximum of 180 days for all current and future insured events combined. However, daily benefits are paid until the insured reaches the age of 70, at the latest. The waiting period only has to be observed once.

B10 Daily benefits for employees

B10.1 If an insured is deemed by a physician to be unable to work, AXA pays the daily benefits for each illness after the agreed waiting period ends, but for no longer than the benefit period specified in the policy.

B10.2 If the person is fully incapacitated to work, AXA pays the daily benefits shown in the policy. In the case of partial incapacity to work, the amount of daily benefits is based on the level of incapacity to work. There is no entitlement to benefits in the case of incapacity to work of less than 25%. Days of partial incapacity to work of at least 25% count as full days for the purpose of calculating the waiting period and the benefit period.

B10.3 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 planned period of employment.

B10.4 The waiting period for each illness begins on the day on which the onset of the incapacity to work due to illness is confirmed by a physician, at the earliest three days prior to the first medical treatment.

B10.5 If, during one illness, an additional illness sets in, the days of entitlement for the first case are taken into account for the benefit period.

B10.6 If a new illness sets in after the maximum benefit period has been exhausted, this new illness is insured only if the insured has first regained full or partial capacity to work, and only to the extent of the additional incapacity to work caused by the new illness.

B10.7 If a fixed payroll amount was agreed for a person and if the insured is permanently disabled, totally or in part, after the benefit period for an illness or an accident has been exhausted, the insured annual salary is reduced by the percentage of this occupational disability.

B10.8 After coverage has ended, AXA continues to pay daily benefits for relapses and ongoing illnesses that began during the term of the insurance up until the end of the agreed benefit period, but at the most, until the date of commencement of a pension pursuant to the OPA or from an equivalent foreign insurance institution. This rule does not apply to persons with an employment contract with a maximum fixed term of three months. The daily benefits are then paid, taking the waiting period into account, for the term of the contract of employment at most.

B10.9 The following applies if a benefit period of 730 days is agreed: After the benefit period has been exhausted, AXA pays an advance benefit in accordance with B14.2 if the following conditions are met:

- extended period of incapacity to work (minimum 365 days) without significant interruption, of at least 40 percent on average, that is likely to result in disability;
- coverage pursuant to the OPA;
- written agreement from the insured and the OPA insurer to subsequent offsetting in accordance with B13.2 if the pension starts in the same period during which daily sickness benefits were already paid;
- the OPA waiting period corresponds to the daily sickness benefits period.

Daily benefits are paid until the OPA disability pension begins, but for no longer than 365 days.

B10.10 From the time that the full OASI retirement pension is drawn, but at the latest when the OASI reference age is reached, the insured is entitled to benefits for a maximum of 180 days for all current and future insured events combined. The waiting period only has to be observed once.

B11 Payment of daily benefits

B11.1 Daily benefits are paid to the policyholder during the period of employment. The direct right of claim pursuant to Art. 95a ICA remains reserved. Payments for the insured that are paid to the policyholder must be forwarded to the insured without deductions or retentions.

B11.2 If AXA wrongfully or erroneously pays excessive daily benefits, the benefits that were paid incorrectly must be repaid by the recipient on written request by AXA.

B12 Posthumous salary

B12.1 Provided this is specified in the policy, the insurance covers the posthumous salary to be paid by the policyholder in accordance with Art. 338 (2) CO.

B12.2 Benefits are provided as the consequence of an illness, regardless of any fault on the part of the insured.

B12.3 Third-party benefits pursuant to B14 are not taken into account.

B13 Daily benefits as a supplement to the Loss of Earnings Compensation Act (LECA)

B13.1 If specified in the policy, AXA pays daily benefits as a supplement to the maternity allowance under the LECA. If there is entitlement to a cantonal maternity allowance in addition to the LECA, this will be supplemented. Benefits as a supplement to the maternity allowance under the LECA or cantonal law that are related exclusively to the birth of the child will be paid for the contractually agreed period. If additional daily benefits pursuant to the LECA are paid in the event of the death of the other parent, AXA will also supplement these daily benefits for the period of entitlement pursuant to the LECA under "Supplement to the maternity allowance" coverage, but only within the scope of the level of benefits and insured salary specified in the policy. The supplementary benefits paid by AXA in the event of the death of the other parent constitute an independent entitlement to benefits and the daily benefits paid for this will not be offset against the benefit period for the benefits as a supplement to the maternity allowance specified in the policy.

B13.2 If specified in the policy, AXA pays daily benefits as a supplement to the allowance of the other parent or adoption allowance under the LECA. If the other parent is entitled to any cantonal allowance or adoption allowance in addition to the LECA, this will be supplemented. Benefits as a supplement to the allowance of the other parent or adoption allowance under the LECA or cantonal law, which are related exclusively to the birth or adoption of the child, will be paid for the contractually agreed period. If additional daily benefits are paid as part of the allowance of the other parent pursuant to the LECA in the event of the death of the mother, AXA will also supplement these daily benefits for the period of entitlement pursuant to the LECA under "Supplement to the allowance of the other parent or adoption allowance" coverage, but only within the scope of the benefit level and the insured salary specified in the policy. The supplementary benefits paid by AXA in the event of the death of the mother represent an independent entitlement to benefits and the daily benefits paid for this will not be offset against the benefit period for the benefits as a supplement to the maternity allowance specified in the policy.

B13.4 In amendment of B10.3, the salary is annualized and divided by 360.

B14 Third-party benefits

B14.1 If the insured is entitled, during the same period, to cash benefits from disability insurance (DIA), accident insurance (AIA), military insurance (MilIA), unemployment insurance, occupational benefits insurance, corresponding foreign insurance or a liable third party, AXA will supplement these benefits within the scope of its own benefit obligation up to the amount of the insured daily benefits. OASI retirement or surviving dependents' pensions are not taken into account; AXA pays the full insured daily benefits. Third-party benefits are not taken into account in the case of fixed-sum insurance.

B14.2 If the entitlement to pension benefits from a state or occupational insurance provider has not yet been established, AXA will pay daily benefits within the scope of its obligation to provide benefits in the form of an advance for the confirmed illness-related period of incapacity to work. If disability insurance (DIA) or occupational benefits insurance subsequently pay a pension, AXA shall have a direct claim against these insurers for repayment or offsetting of the benefits paid in advance.

B14.3 AXA may request that the insured agree to the direct offsetting or claim for recovery against the above-mentioned insurers of the advance payments made by AXA. If the insured refuses to give his or her consent, the daily benefits will be discontinued.

B14.4 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.

B15 Right to transfer to individual insurance

B15.1 Insureds residing in Switzerland have the right to transfer to individual insurance with AXA if:

- they leave the group of insureds or
- the insurance expires;
- and they would be entitled to unemployment insurance benefits pursuant to Art.10 UIA.

B15.2 The right to transfer does not apply:

- if this insurance expires and is continued for the same group of persons with another insurer;
- for insureds with an employment contract with a maximum fixed term of three months;
- if the insured changes jobs and transfers to the insurance of a new employer and the new insurer is required to guarantee the continuation of coverage between the insurers under the agreements on the free movement of persons;
- to company owners;
- from the date that the full OASI retirement pension is drawn, but at the latest upon reaching the OASI reference age;
- for members of the board of directors and the management bodies who are not, at the same time, employees of the insured company;
- in the case of attempted or committed insurance fraud or a breach of a disclosure obligation;
- after the obligation to provide benefits based on the group contract has been exhausted;
- for insureds resident outside of Switzerland;
- for the insurance of posthumous salary or daily benefits as a supplement to the Loss of Earnings Compensation Act (LECA).

B15.3 After leaving the insured company, the insured has a period of three months to exercise the right to transfer. The individual insurance begins on the first day after the person leaves the insured company.

B15.4 AXA grants insurance coverage to the insured who is transferring for previously insured daily benefits without medical examination within the scope of the conditions and rates that apply to the individual insurance. If the insured is incapacitated for work 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 in accordance with 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 to work begins. After the transfer to individual insurance, the conditions of the individual insurance apply in the event of a relapse in accordance with E7.

B15.5 Coverage is based on the insured person's age at the time of joining the group insurance. Any restrictions will also be transferred.

B15.6 The last insured salary under group insurance applies 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.

B15.7 The policyholder must inform the departing insured 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

In case of illness

C1 Rights of the policyholder

C1.1 If a loss event occurs that is likely to result in an entitlement to benefits, the policyholder is also entitled to take advantage of advice and support from AXA during the waiting period. Advice and support from AXA includes, in particular, verifying the plausibility of the incapacity to work, helping the insured reintegrate into the workplace, preventing long-term effects and fighting 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 Duty of the policyholder to provide information

The policyholder must inform the insureds in an appropriate manner about what to do in the event of a claim, for example by providing them with the GIC and summary sheets.

C3 Duties in relation to the handling of claims

C3.1 The policyholder and the insured must inform AXA immediately once they become aware of an insured event that is likely to result in entitlements to benefits.

C3.2 If an insured event is likely to result in entitlements to benefits, professional medical care must be arranged as quickly as possible. The physician's instructions must be followed. The insured must refrain from all activities and actions that could cause a deterioration or delay in the recovery process.

C3.3 Every insured is required to undergo an examination or an assessment by physicians appointed by AXA, even at short notice. The insured must release the physicians who are treating or have treated him or her from patient confidentiality in relation to 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 insured event. The policyholder and the insured must assist AXA with such clarifications in an appropriate manner.

C3.5 AXA has the right to request additional documents and other relevant information, such as references, salary statements, descriptions of the workplace, etc., and to inspect official documents such as extracts of OASI statements for the purpose of clarifying the insured event. On request by AXA, the policyholder and the insured are required, in individual cases, to authorize other insurers and offices that are dealing with the same claim or that may be able to provide relevant information for processing the benefits, to release information to AXA.

C3.6 If the insured event results in incapacity to work and consequently leads to the receipt of cash benefits,

- AXA must be notified immediately if the insured commences or resumes his or her work, if his or her work changes, if he or she attempts to do work, or if the employment relationship is terminated or altered;
- the insured must inform AXA of the receipt of any cash benefits from third parties;
- the insured is required to promptly register any prospective entitlement to benefits in respect of a pension, retraining or other occupational measures, etc., with the DI office. Registration with the DI office must take place at the latest following a written request by AXA. On written request by AXA, the insured must also register with other insurers, social insurers and public offices (in particular the unemployment insurance office and the relevant OPA institution) in order to receive benefits.

C3.7 In the event of a death, AXA must be notified promptly so that it can arrange an autopsy at its expense prior to the funeral, if the death might be attributed to causes other than the accident.

C4 Sanctions in the event of a breach of rules of conduct

C4.1 If the notification is received more than one month following the start of the incapacity to work, cash benefits (daily benefits and pension) will be paid as of the date of receipt of the notification at the earliest. The previous incapacity to 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 DI pension from the 365th day following the start of the incapacity to work:

- if the insured refuses to register with the DI office after a request from AXA to do so;
- if the insured fails to register promptly despite a written request from AXA;
- if registration is delayed due to a late-filed claim.

C4.3 In the event of culpable breaches of additional rules of conduct, AXA may reduce its benefits or, in serious cases, deny them altogether.

C4.4 If AXA issues specific written instructions regarding rules of conduct in an insured event, and if these rules are breached, benefits are reduced or denied only after a written reminder has been sent.

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

- if the breach of the rules of conduct is excusable;
- if the breach of the rules of conduct is proven to have had no effect on defining and determining benefits in connection with the claim;
- if the breach of the rules of conduct has no effect on the amount of benefits in connection with the claim.

Part D

Definitions

D1 Illness

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

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

D2 Incapacity to work

Incapacity to work means the full or partial inability of an insured to assume a reasonable workload in his or her current profession or field of work as a result of an accident or an illness. After six months of incapacity to work, a reasonable position in another occupation or field of work will also be considered.

For determining the degree of incapacity to work in the case of prolonged incapacity to work lasting more than a year (365 days), consideration is given exclusively to the effects of the health impairment on the capacity to work which, from an objective point of view, cannot be overcome. In order to determine these effects, a recognized diagnosis must be available and appropriate medical treatment must be administered.

D3 Occupational disability

Occupational disability refers to the permanent full or partial accident or illness-related loss of the ability to earn an income in a profession for which the person is qualified and in a stable labor market after having received treatment and appropriate reintegration measures. To assess whether a case constitutes occupational disability, only the effects of the person's health impairment may be taken into consideration. In addition, occupational disability exists only if, from an objective point of view, it cannot be overcome.

D4 Physician

Terms such as doctor are defined according to the provisions of the AIA.

D5 OASI salary

OASI salary refers to the last monthly OASI salary earned at an insured company, including any family allowances in the form of child, educational, or household supplements that are customary for the location or industry. For persons who are not insured in accordance with the OASIA because of the bilateral agreements on the free movement of persons between Switzerland and the EU/EFTA as well as the United Kingdom of Great Britain and Northern Ireland, the salary earned from the insured company, including any family allowances in the form of child, educational, or household supplements that are customary for the location or industry, applies in the same way as under the OASI standards.

D6 Abbreviations

- OASIA:** Federal Act on Old Age and Survivors' Insurance of December 20, 1946 (SR 831.10)
- GSSLA:** Federal Act on the General Part of the Social Security Law of October 6, 2000 (SR 830.1)
- UIA:** Federal Act on Compulsory Unemployment Insurance and Benefits on Insolvency of June 25, 1982
- OPA:** Federal Act on Occupational Old Age, Survivors' and Invalidity Pension Provision of June 25, 1982 (SR 831.40)
- LECA:** Federal Act on Compensation for Loss of Earnings for Persons on Military Service or Maternity Leave of September 25, 1952 (SR 834.1)
- InvIA:** Federal Act on Invalidity Insurance of June 19, 1959 (SR 831.20)
- MilIA:** Federal Act on Military Insurance of June 19, 1992 (SR 833.10)
- CO:** Federal Act on the Amendment of the Swiss Civil Code (Part Five: Code of Obligations) of March 30, 1911 (SR 220)
- CC:** Swiss Criminal Code of December 21, 1937 (SR 311.0)
- AIA:** Federal Act on Accident Insurance of March 20, 1981 (SR 832.20)
- AIO:** Ordinance on Accident Insurance of December 20, 1982 (SR 832.202)
- ICA:** Federal Act on Insurance Contracts of April 2, 1908 (SR 221.229.1)



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