Daily sickness benefits insurance (DSB)

General Policy Conditions (GPC)

2023-04 edition

elipsLife
your insurance

Summary of key features

The following customer information provides an overview of our identity as an insurer and the key content of the insurance contract in accordance with Art. 3 of the Swiss Federal Act on Insurance Policies (IPA). The insurance contract consists of the offer/application, any health declarations, the insurance policy, the General Policy Conditions (GPC) and any Special Policy Conditions (SPC).

Please note that the insured risks and the insured persons are agreed individually and any claims to benefits are based on your own insurance contract. The rights and obligations of the contracting parties arise from the insurance contract and the applicable statutory provisions, in particular the IPA.

Who is the insurance provider?

The insurance provider is Elips Life Ltd (hereinafter referred to as “elipsLife”), Vaduz in Liechtenstein, Swiss branch in Zurich, Thurgauerstrasse 54, 8050 Zurich.

Who is the policyholder?

The policyholder is the natural person or legal entity concluding the offer/application or insurance policy and acting as the contracting partner.

Who is insured?

Basically all employees, regardless of their place of residence, who have an employment relationship with the employer (the policyholder) and are subject to state old-age and survivors’ insurance (OASI) are covered.

Self-employed persons and their family members working for the company who do not pay OASI contributions are also insured provided their names are mentioned in the insurance contract.

What is insured?

The financial risks arising from incapacity to work due to illness are covered.

You have the option of insuring

- lost earnings as a result of an accident for self-employed persons and working family members
- childbirth benefit coverage in addition to maternity insurance
- childbirth benefit coverage in addition to paternity insurance
- payment of salary following death in accordance with Art. 338 cl. 2 of the Swiss Code of Obligations in the event of the death of an employee

elipsLife’s obligation to provide benefits extends to the actual damage incurred up to the maximum agreed insured sum, taking account of third-party benefits. It therefore comprises indemnity insurance rather than fixed sum insurance.

What services does elipsLife provide?

The following information concerns the insurance cover available. A conclusive general description of the insurance cover and its limitations can be found in the Policy Conditions. Details of the insurance cover selected by the policyholder and individual details such as the agreed sum insured can be found in the insurance contract.

Insurance cover applies to all insured claims which arise during the term of insurance and within the scope of the employment relationship. In the event of medically certified incapacity to work (at least 25%) due to illness, elipsLife pays the agreed daily sickness benefit for a maximum of 730 days following expiry of the waiting period. The same applies to the optional daily accident benefit for the persons mentioned by name.

For insured persons with a short-term residence permit and who are living abroad, the daily allowance is paid for the duration of the statutory salary continuation by the employer, but not beyond. The duration of benefits is calculated on the basis of the applicable scale (based on the company’s cantonal headquarters) and the insured person’s length of service.

The duration of the childbirth benefit is limited to a maximum of 112 days (maternity allowance) or 42 days (paternity allowance).

elipsLife case management supports sick or injured persons during the recovery and reintegration process. Rapid and long-term reintegration of affected persons helps the company to reduce the costs of long-term cases.

What are some of the benefits not covered?

The following are not covered:

- Incapacity to work existing at the beginning of insurance
- Consequences of accidents and occupational illnesses for which another insurer is liable
- Incapacity to work during unpaid leave

The most common exclusion clauses that do not entail an entitlement to benefits are listed below:

In the event of illness and accident:

- Stay abroad during incapacity to work without the express permission of elipsLife.
- Consequences of war, civil unrest, criminal offences and brawls if the insured person is involved.
- Consequences of war and civil unrest when travelling abroad to a country for which the Federal Department of Foreign Affairs (FDFA) has issued a travel warning. If the insured person is surprised by a war, insurance cover is granted temporarily. He or she must leave such country within 14 days.
- A waiting period of 270 days from the beginning of insurance cover applies to all persons named in the insurance contract in the event of maternity or paternity (for entitlements to daily allowances and childbirth benefits). Entitlements to benefits can only be asserted once the waiting period has expired.

in the event of accident:

- Consequences of earthquakes in Switzerland and Liechtenstein.
- Consequences of a blood alcohol concentration of ≥ 1.8‰.
- Consequences of particularly major hazards, so-called risks.

A full list of exclusion clauses can be found in Art. 3.1 GPC.

How much is the premium and when is it due?
The amount of the premium depends on the insured risk and insured cover. The premium is derived from the total company OASI payroll multiplied by the premium rate under the insurance contract and is payable in advance by the policyholder. The due date of the premium is stated in the premium invoice.

Insofar as the total payroll in question is not fixed, the premiums for the insured employees are fixed annually on a provisional basis. The definitive premium invoice is issued after expiry of the insurance year on the basis of the salaries to be declared.

If you as policyholder fall into arrears with your premium payments, interruption in cover will take effect following expiry of the reminder period. Should you experience financial difficulties, we recommend that you contact us as soon as possible.

What are the main obligations of the policyholder?

- Timely settlement of premiums and notification of actual salaries for calculation of the definitive premium invoice
- Timely notification of claims
- Informing the insured person of the extent of coverage and their rules of conduct as well as their right to transfer to individual insurance upon leaving the company
- Notification of changes in contract-relevant factors (increase in risk)

A complete list of these obligations can be found in Art. 7 GPC.

When does the contract start and end?
The start date is the date agreed in the insurance contract. Regardless of the agreed term, you may terminate the insurance contract after three years at the latest. After expiry of the term of insurance, the contract is tacitly renewed for another year, unless you give notice three months prior to the end of the calendar year.

The insurance contract expires automatically and with immediate effect upon cessation of business activities or transfer of the company's registered office to a foreign country.

You will receive at least 30 days' notice of premium adjustments by elipsLife. in this case you are entitled to terminate the insurance contract with effect from the end of the current calendar year.

How is a profit sharing calculated and settled?
You can optionally agree a profit sharing. The insurance benefits provided and reserved, together with the applicable portion of the premiums for the bonus period, which normally amounts to three years, are relevant for settlement. Your entitlement to profit sharings arises at the end of each bonus period, and settlement takes place as soon as the premiums have been paid in full. Insurance benefits provided and reserved are deducted from the applicable portion of the premiums. If there is a positive difference, it is refunded in the form of a credit note.

How does elipsLife treat your data?
In order to assess the risk to be insured before conclusion of the insurance contract and to process the contractual relationship, in particular in the event of a claim, elipsLife requires personal data from the policyholder and the insured persons. Consent to the collection and use of health data as well as corresponding declarations regarding the release from the duty of confidentiality are obtained from insured persons in individual cases.

elipsLife processes data arising from the contract documents or processing of the contract and uses it in particular for determining the premium, for risk clarification, for processing claims, for statistical evaluations and for marketing purposes. The data are stored physically or electronically.

The policyholder and the insured persons may request information about the data stored about them. In addition, the policyholder and the insured persons may request the correction of their data if the latter are inaccurate or incomplete. These rights may be exercised at the following address: elipsLife, Compliance, Thurgauerstrasse 54, 8050 Zurich or compliance@elipsLife.com.

Can you revoke your application for conclusion of a contract?
No. You have no right of revocation with regard to occupational personal insurance.

When do you have to notify us of a claim?
An incapacity to work which is likely to lead to benefits must be reported within five days of the onset of the incapacity to work. For longer waiting periods (> 21 days), this notification period is extended to 30 days. A doctor's certificate stating the degree and duration of the incapacity to work must be submitted together with the notification. The death of an insured person must be reported immediately.

Period of validity of insurance cover
Insurance cover applies during the term of the contract. For the individual employee, it commences on the day employment starts, but at the earliest upon commencement of the insurance contract.

Persons who are incapable of working at the time of termination of the employment relationship or time of termination of the insurance contract remain entitled to benefits until the expiry of the benefit period at the latest. There is no entitlement to continued benefits if the employment relationship is terminated during the probationary period, in the case of fixed-term contracts of three months or less and on retirement. In these cases, any obligation to pay benefits for incapacity to work which occurred during the employment relationship ends at the latest upon termination of the employment relationship or retirement.

For claims which arise during the interruption of cover (if despite receiving a reminder no payment has been made by the policyholder by the end of the reminder period), insurance cover is suspended until the overdue premium has been paid in full. There is no entitlement to benefits even if the premium is paid retrospectively for claims which arise during the suspension of the obligation to provide benefits.

Complaints
Your agent and elipsLife will ensure that your concerns are dealt with professionally. However, if you are still dissatisfied, you can address your complaint to the following office:

elipsLife
Compliance
Thurgauerstrasse 54
P.O. Box
8050 Zurich

If you are not satisfied with our answer, you can also complain to the relevant supervisory authority:

Financial Market Authority Liechtenstein
Landstrasse 109
P.O. Box 279
LI-9490 Vaduz

Contents

Daily sickness benefits insurance (DSB)
General Policy Conditions (GPC)
for Switzerland

1. Basis of insurance

1.1. Insurance provider

The insurance provider is Elips Life Ltd (hereinafter referred to as “elipsLife”), Vaduz in Liechtenstein, Swiss branch in Zurich, Thurgauerstrasse 54, 8050 Zurich.

1.2. Basis of the contract

The insurance contract consists of the offer and/or insurance application including any health declarations, the insurance policy, the Special Conditions (SPC) contained in the insurance policy and these General Policy Conditions (GPC). If an issue is not expressly dealt with in the insurance contract, the Federal Act on Insurance Policies (IPA) applies.

1.3. Object of the insurance

Daily sickness benefits insurance for companies is a risk insurance policy that covers loss of earnings due to incapacity to work owing to illness. Cover for loss of earnings due to an accident for self-employed persons without voluntary accident insurance, childbirth benefit cover in addition to maternity or paternity allowances in accordance with LEC and salary payment following death within the meaning of Art. 338 cl. 2 of the Swiss Code of Obligations may additionally be insured. The obligation to pay benefits extends to the damage actually incurred (indemnity insurance) up to the maximum agreed sum insured.

1.4. Policyholder

The policyholder is the company with its related parts as set out in the insurance policy or the natural person concluding the contract.

1.5. Insured persons

1.5.1. Employees

The natural persons or groups of persons listed in the insurance policy are insured that:

a) have an employment relationship with the policyholder and

b) are subject to OASI.

These include:

- employees of the policyholder including working family members who pay OASI contributions,
- if mentioned by name, self-employed persons within the meaning of OASI and their family members working at the company who do not pay OASI contributions,
- apprentices subject to mandatory accident insurance (AIA),
- short-term temporary workers (i.e. temporary workers with a fixed-term employment contract of up to three months);
- homeworkers within the meaning of Art. 351 of the Swiss Code of Obligations,
- persons domiciled abroad who are subject to the Swiss social security system.

Persons who continue to work after reaching OASI retirement age belong to the group of insured persons up to their 70th birthday provided they were already employed by the policyholder and were fully capable of working at the time they reached OASI retirement age. Persons with a cross-border commuter permit (G) are insured under the same conditions.

1.5.2. Persons with a fixed annual salary

Self-employed persons within the meaning of OASI and their family members working at the company who do not pay OASI contributions are only insured if their names and fixed salaries are stated in the insurance policy.

Managers who are legally deemed to be employees may, upon application, insure a fixed salary amount. The obligation to pay benefits extends to the damage actually incurred (indemnity insurance) up to the maximum agreed sum insured.

1.5.3. Non-insured persons

The following are excluded from the insurance:

a) staff seconded to the policyholder by third-party undertakings,

b) persons working for the insured company as part of a business relationship.

1.6. Geographical validity

The insurance is valid worldwide.

1.7. Temporal scope

elipsLife provides the insured benefits during the term specified in the insurance policy, but not beyond the end of the insurance contract. The provisions governing continued benefits are reserved.

1.8. Male and female form

elipsLife is committed to the equality of men and women. In the interests of readability, the masculine and feminine genders are not used simultaneously.

2. Insurance benefits

2.1. Scope of benefits

2.1.1. General

The insured benefits are agreed between the policyholder and elipsLife and are based on the agreed scope of insurance and these contractual conditions.

2.1.2. Daily allowance

The insured daily allowance is paid out for the duration of the medically certified incapacity to work following expiry of the contractually agreed waiting period. In the event of partial incapacity to work, the daily allowance is paid in accordance with the degree of incapacity to work. Days of partial incapacity to work count as full days for the purpose of determining the waiting period and the duration of benefits.

2.1.3. Salary payment following death

If an insured person dies as a result of an insured illness, the insurer assumes the statutory obligation incumbent on the policyholder to continue salary payments within the meaning of Art. 338 cl. 2 of the Swiss Code of Obligations if this is included in the insurance cover. In supplementation of Art. 338 cl. 2 of the Swiss Code of Obligations, this provision also applies to self-employed persons.

Any obligation entered into by the policyholder to grant the salary for an extended period supplementary to the statutory regulations will not be taken into account.

2.1.4. Childbirth benefit

The childbirth benefit supplements the maternity or paternity allowance according to the LECA. No benefit is paid if the insured person’s employment relationship ends before childbirth. During the entitlement to a maternity or paternity allowance in accordance with the LECA or a childbirth benefit, the obligation to pay benefits in the event of illness or accident is suspended.

2.1.5. Family allowances

Child and education allowances paid by the Family Allowances Office are also insured on a paid-up basis as part of insured income. Entitlement to benefits commences following expiry of the waiting period agreed in the policy, but not before the fifth calendar month.

2.2. Benefit requirements

2.2.1. Illness

Illness is any impairment of physical, mental or psychological health other than the result of an accident or occupational illness and which requires a medical examination or treatment or results in incapacity to work. Health problems due to pregnancy or childbirth are considered to be illness.

2.2.2. Accident

An accident is considered as the sudden, unintentional, harmful effect of an unusual, external factor on the human body resulting in an impairment of physical, mental or psychological health or death.

2.2.3. Incapacity to work

Incapacity to work is the total or partial incapacity to perform reasonable work in the person’s current job or area of responsibility due to physical, mental or psychological impairment. A suitable occupation in another job or area of responsibility is taken into consideration for an extended period of disability.

Partial incapacity to work is defined as an incapacity to work of at least 25 percent.

Daily sickness benefits require a doctor's certificate proving the insured person's incapacity to work. The certificate can be backdated up to a maximum of three days.

2.2.4. Death

Death must be officially certified and caused by an illness or accident.

2.2.5. Maternity and paternity

Entitlement to childbirth benefit arises with entitlement to maternity or paternity allowance according to the LECA.

2.3. Insured earnings

2.3.1. General

The daily allowance is calculated as the 365th portion of the insured earnings. The daily allowance is paid per calendar day. Third-party benefits are taken into account (non-life insurance).

2.3.2. Total OASI payroll

The basis for calculating the daily allowance is the last salary subject to OASI contributions received from the policyholder prior to the insured event including salary components not yet paid to which there is a legal claim. Salaries not subject to OASI contributions due to the insured person's age also form the basis for the calculation. Earnings from other activities are not taken into account.

If earnings fluctuate sharply (e.g. commissions, revenue share, irregular temporary work etc.), the daily allowance is calculated by dividing the salary received in the 12 months preceding the incapacity to work by 365. If the period prior to incapacity to work amounts to less than 12 months, the daily allowance is calculated analogously.

Salary increases and reductions due to a change in the level of employment or general salary adjustments (e.g. through collective employment contracts) are taken into account if they have been agreed in writing prior to the onset of the incapacity to work. The insured sum serves as the basis for calculating the death coverage.

2.3.3. Fixed salary amount

The basis of calculation for the persons listed in the insurance policy is the fixed total payroll agreed in advance (consisting of the OASI salary and earnings costs, i.e. costs in connection with the generation of income).

Any increase in the agreed fixed total payroll requires a new medical and economic examination. Any rejection of the application by elipsLife will only apply to the increase in cover applied for.

2.4. Maximum cover

The amount of the maximum insurable salary per person per year is set out in the contract and is generally limited to CHF 300 000.

2.5. Duration of benefit

2.5.1. General principle

elipsLife provides the insured benefits for the duration of benefit specified in the insurance policy, but not beyond the end of the insurance contract. The provisions governing continued benefits are reserved. The duration of benefit is determined for each insured event. If an additional claim arises in the course of an ongoing claim, the daily allowances already received under the former will be offset against the duration of benefit of the latter.

For insured persons with a short-term residence permit and who are living abroad, the daily allowance is paid for the duration of the statutory salary continuation by the employer, but not beyond.

2.5.2. Waiting period

The benefit commences after expiry of the agreed waiting period. The waiting period begins on the first day of incapacity to work as certified by a doctor, no earlier than three days before the initial medical treatment. The waiting period is calculated for each insured event. Days of partial incapacity to work count as full days for the purpose of determining the waiting period and the duration of benefits.

2.5.3. Relapse

The recurrence of an illness or of the consequences of an accident (relapse) is deemed to be a new insured event if the insured person has been capable of working continuously for 12 months from the last onset of the same illness or the same accident consequences. It is based on the level of employment when the claim arises. If a relapse is recognised, the waiting period is not deducted again.

2.5.4. Continued benefits

Persons who are totally or partially incapable of working at the time of termination of their employment relationship or their insurance contract are granted temporary continued benefits if a claim to benefits exists.

Entitlement to benefits remains valid until the insured claim ceases, but not beyond the expiry of the agreed duration of benefit. A relapse does not give rise to any entitlement to further benefits.

There is no entitlement to continued benefits:

a) if another insurer has to guarantee the continued payment of daily sickness benefits under agreements on the free movement of persons,

b) if the employment relationship is terminated during the probation period,

c) upon termination of a fixed-term employment relationship of three months or less,

d) upon retirement, including early retirement.

If no continued benefits are paid, the provisions governing transfer to individual insurance apply.

2.5.5. Duration of benefit at childbirth

If there is an entitlement to a maternity or paternity allowance under the LECA, the insured childbirth benefit less the state or cantonal maternity or paternity allowance is paid from childbirth if this benefit is included in the insurance contract. The maximum benefit duration is set out in the insurance contract. Entitlement to childbirth benefit ceases at all events if the insured person resumes employment before the end of the duration of benefit.

The childbirth benefit is paid without taking into account any waiting period or the agreed maximum duration of benefit in the event of illness or accident.

2.5.6. Duration of benefit at OASI retirement age

Insured persons who remain in employment upon reaching normal OASI retirement age or following early retirement are entitled to the insured daily allowance until the employer's statutory obligation to continue salary payments has been discharged, but for a maximum of 180 days from normal or early retirement and not beyond their 70th birthday. The waiting period is counted towards towards the duration of benefit. The shortened duration of benefit in accordance with this provision also applies to all claims already in progress at the time of continued employment following retirement.

2.5.7. Deduction upon transfer of contract

Benefits already drawn from previous insurance providers are offset against the duration of benefit if the contract is transferred or renewed.

2.5.8. Benefit in the event of death

elipsLife provides the insured benefits upon official certification of death. The provisions on the exclusion clause set out in Art. 3.1 of these GPC remain reserved.

2.6. Reimbursement

Any erroneous or wrongly drawn benefits must be refunded to elipsLife.

2.7. Benefit payment

2.7.1. Payment of daily allowances in the event of illness or accident

The daily allowance is paid on the basis of the doctor's certificate following recovery of capacity to work. If the incapacity to work lasts for more than one month, the daily allowance is paid monthly in arrears. The daily allowance is paid to the policyholder for forwarding to the insured persons as long as they are employed by the policyholder.

2.7.2. Payment of salary following death

In the event of death, the insured payment of salary following death is paid to the policyholder upon receipt of official certification for forwarding to the family members of the deceased.

3. Restrictions on the extent of coverage

3.1. Benefit exclusions

There is no entitlement to insurance benefits:

a) for the consequences of accidents and occupational illnesses for which another insurer is liable,

b) if the certificate of incapacity to work is issued by an unauthorised doctor or chiropractor,

c) arising from participation in acts of war, civil unrest and the like and foreign military service,

d) in the event of illness and accident resulting from active participation in criminal offences, brawls and other acts of violence,

e) if no payment has been made by the policyholder by expiry of the reminder period despite a reminder being issued,

f) following termination of the insurance contract, subject to the provisions governing continued benefits,

g) for the duration of unpaid leave or in the event of deprivation of liberty due to the implementation of criminal sanctions or measures,

h) if the insured person intentionally receives or seeks to receive benefits unlawfully,

i) in the event of damage to health as a result of ionising radiation, unless the radiation treatment was medically prescribed.

j) for the duration of a stay abroad until returning to Switzerland, provided that the insured person receives benefits from elipsLife. The same applies to persons residing abroad who leave their previous place of residence or its surroundings. Any exceptions may be considered by elipsLife as long as the insured person submits their application with medical confirmation at least four weeks prior to departure. elipsLife reserves the right to additionally obtain a recommendation from the consulting physician. This restriction does not apply for the duration of an unavoidable hospitalisation.

k) For all insured persons named in the policy, a waiting period of 270 days from the beginning of insurance cover applies in the event of maternity or paternity. This period applies in the case of illness resulting from pregnancy complaints and entitlement to childbirth benefits.

l) that occur as a result of medical or surgical operations other than those necessitated by an insured event,

m) for the consequences of accidents and illnesses that are directly or indirectly related to acts of war or civil unrest. This restriction does not apply to events directly or indirectly connected with warlike events or civil unrest to which the insured person was exposed during their stay outside Switzerland or Liechtenstein and in which they were not actively involved. The following provision is reserved in the case of voluntary stays in a crisis area.

n) for the consequences of accidents and illnesses that occur in connection with acts of war or civil unrest in a region to which the insured person has travelled despite a warning from the Federal Department of Foreign Affairs (FDFA), or which the insured person has not left within 14 days of such a warning being issued. (www.eda.admin.ch).

Accidents are also excluded from the insurance:

o) that have been caused intentionally,

p) that occur as a result of earthquakes in Switzerland and Liechtenstein.

q) at the time of which the person named has a blood alcohol concentration of 1.8‰ or more, unless there is clearly no causal link between the intoxication and the accident;

r) that occur as a result of risks (risks are actions through which the person named exposes themselves to a particularly acute danger without taking or being able to take precautions that reduce such danger to a reasonable level).

s) that occur as a result of suicide, self-mutilation or attempts to commit such. However, cover is provided if the person named was totally incapable of acting rationally at the time of the act through no fault of their own or if the suicide, attempted suicide or self-mutilation was the clear consequence of an insured accident.

t) that occur as a result of non-prescribed ingestion or injection of medicines, drugs, methadone and chemical products,

u) in the case of air travel if the person named intentionally contravenes official requirements or is not in possession of official ID and permits.

3.2. Restrictions on benefits

Benefits may be reduced:

a) if the consequences of an accident caused intentionally are only partly the cause of incapacity to work,

b) if the insured person repeatedly and blatantly refuses to comply with dispositions of elipsLife or the doctor's instructions,

c) if a material peril that was known about or must have been known is incorrectly disclosed or not disclosed in the health declaration or review of the financial situation,

d) if documentation required for determining the insurance entitlement is not supplied within four weeks despite a reminder in writing (or in another form that can be evidenced in the form of text).

3.3. Gross negligence

elipsLife waives its right to reduce insurance benefits in benefit cases where an illness is the result of gross negligence.

4. Begin, duration and end of insurance cover

4.1. Beginning of insurance cover without a health declaration

Insurance cover for employees commences on the date stated in the employment contract as the starting date of the employment relationship, but not before the beginning of insurance cover as set out in the insurance policy.

Persons are admitted to the insurance unconditionally and without a health declaration. Pre-existing impairments to health are also covered. Persons who are not fully capable of working at the time insurance cover commences or on the day employment starts are only insured once they are fully capable of working again under the terms of their contract of employment.

4.2. Individual test with health declaration

Self-employed persons and their family members working for the company without an OASI salary and small businesses with up to and including five employees must each apply individually for admittance to the insurance at the start of the contract. elipsLife conducts a check of the total insured salary and a medical examination. Insurance cover begins only once elipsLife has confirmed acceptance in writing (or in another form that can be evidenced in the form of text).

If the insured persons are entitled to more favourable provisions under the Agreement on the Free Movement of Persons of the SIA and Santésuisse, these shall take precedence.

4.3. End of insurance cover

Insurance cover ends for the insured person:

a) upon termination of the employment relationship with the policyholder,

b) on the date of retirement, incl. early retirement,

c) if the employee continues to be employed after reaching OASI age upon reaching the age of 70,

d) in the event of a voluntary break in employment with no salary entitlement, except breaks in employment as a result of illness, accident, maternity, paternity or service in the Swiss army or civil protection. The insurance continues for up to 210 days for the duration of unpaid leave as long as the employment relationship remains in force. There is no entitlement to benefits and no premium due during the planned period of unpaid leave. If the insured person falls ill during the unpaid leave, the days between the onset of the incapacity to work and the planned resumption of work are credited to the waiting period and duration of benefit. The duty to cooperate in the event of a claim applies in accordance with these GPC. The same applies mutatis mutandis to breaks in employment due to criminal sanctions or measures.

e) upon the death of the insured person,

f) upon termination of the insurance contract,

g) during the suspension of the obligation to pay benefits as a result of a payment default on the part of the policyholder.

The provisions of Art. 100 cl. 2 IPA also apply within the meaning of Art. 10 UIA.

4.4. Insurance cover following the maximum duration of benefit

If a person continues in employment after the maximum benefit period has been exhausted and a new case of illness occurs, insurance cover is in line with the incapacity to work caused by the new illness. Insurance cover is limited to the remaining capacity to work. Partially disabled persons are insured within the scope of the remaining capacity to work and their level of employment.

4.5. Transfer to individual insurance

4.5.1. Right of transfer

Each insured person resident in Switzerland may take out individual insurance without a medical examination:

a) upon departure from group insurance,

b) when the receipt of benefits ends or

c) upon expiry of the insurance contract.

The right of transfer must be exercised in writing within three months of leaving the group of insured persons. Individual insurance commences one day after departure from the group of insured persons, discontinuation of the receipt of benefits or termination of the insurance contract. The conditions and premium rates for individual insurance in force at the time of transfer apply. The provisions for continued benefits remain reserved.

4.5.2. Employer's obligation to provide information

At the time of termination of the employment relationship, the policyholder must inform the insured person of the right to and deadline for transfer.

4.5.3. Scope of extended coverage

elipsLife shall grant the person transferring the benefits insured at the time of transfer within the scope of the applicable terms and premium rates of individual insurance. However, the waiting period is at least 30 days in all cases.

The amount of the daily allowance is limited to the salary earned following the transfer or to the ALV benefits, but no more than the benefits insured to date and the maximum insurable daily allowance under individual insurance. Persons not in gainful employment may be insured up to the maximum OASI pension for a single person. The provisions of Art. 100 cl. 2 IPA also apply to unemployed persons within the meaning of Art. 10 UIA.

4.5.4. Deduction of benefits already received

Benefits already received

a) from this group insurance or

b) from previous insurance providers

are taken into account for the duration of the individual insurance benefits.

4.5.5. Exclusion of the right to transfer

There is no right of transfer:

a) if you switch to a new employer and transfer to their daily sickness benefits insurance

b) if the policyholder takes out a new insurance contract for this group of persons with another insurer and the latter is required to guarantee the continuation of insurance cover under the Agreement on the Free Movement of Persons of the SIA and Santésuisse,

c) as long as continued benefits are being paid,

d) if the insured person takes normal or early retirement,

e) as long as a provisional cover note has been issued,

f) after the maximum period of benefits under this insurance has been exhausted,

g) for self-employed persons and their family members working for the company who do not pay OASI contributions,

h) upon the assumption of self-employment,

i) if the insured person is resident outside Switzerland,

j) for persons with a fixed-term employment contract of three months or less unless they are deemed unemployed within the meaning of Art. 10 UIA immediately after leaving the group of insured persons,

k) in the event of attempted or successful insurance fraud or failure to observe the disclosure requirement by the insured person.

The provisions of Art. 100 cl. 2 IPA apply to unemployed persons within the meaning of Art. 10 UIA.

5. Beginning, duration and end of the insurance contract

5.1. Beginning of the insurance contract

The contract starts on the date agreed in the insurance policy. It is possible to conclude a contract at any time, including during the calendar year.

5.2. Duration of the insurance contract

The insurance contract is concluded for the period stated in the insurance policy. The minimum term of contract is one calendar year. Following expiry of the agreed term, the contract is tacitly extended for another year, unless terminated within the stipulated period.

5.3. End of the insurance contract

5.3.1. Termination

The insurance contract may be terminated by both contracting partners in writing at the end of a calendar year, subject to a notice period of three months. Termination is not possible until the expiry date stated in the insurance policy, but no later than the end of the third or each subsequent calendar year.

5.3.2. Expiry of insurance contract

The insurance contract expires with immediate effect:

a) upon cessation of the policyholder's business activities,

b) upon transfer of the company's registered office to a foreign country.

5.3.3. Termination by elipsLife

elipsLife is not bound by the contract and may terminate it:

a) in the case of premium arrears in accordance with the provisions relating to payment default;

b) if the policyholder or the insured person incorrectly discloses or fails to disclose to it a material peril in breach of the duty to notify. If the insurance contract covers multiple persons and the duty to notify is only breached in relation to certain individual persons, the contract remains in force for the other persons. The obligation of elipsLife to pay benefits ceases for any damage that has already occurred if the occurrence or extent of such damage is influenced by the non-disclosed peril. If benefits have already been paid for such damages, elipsLife may claim a refund.

5.3.4. Waiver of termination in the event of a claim

elipsLife expressly waives its statutory right to terminate the contract in the event of a claim. It reserves the right to terminate the contract at expiry.

6. Premiums

6.1. Premium calculation

The premium is calculated on the basis of the gross salary subject to OASI contributions earned at the insured company up to the maximum insurable earnings per person and year agreed in the policy. Salaries not subject to OASI contributions due to the insured person's age are also subject to premium contributions. If a fixed salary has been agreed in advance for persons named in the insurance policy, this serves as the basis for premium calculation. The insurance premium rate for the total insured payroll amount is set out in the insurance policy for the respective product.

6.2. Payment of premiums

6.2.1. Invoicing and due date

Premiums are due in advance by the policyholder and are payable by the due date stated in the premium invoice. The amount invoiced on account is determined on the basis of the definitive total payroll amount for the previous full calendar year.

6.2.2. Final statement

elipsLife sends the policyholder a declaration form at the end of the calendar year. The policyholder must return the total payroll declaration with the requisite documents (OASI declaration, lists of insured persons, salary statements etc.) to elipsLife within one month. Based on this information, elipsLife calculates the final premium amounts and issues the corresponding final statement. No supplementary payment or refund is made if a balance is less than CHF 10. If the policyholder fails to return the total payroll declaration or there are no figures available for the previous year, elipsLife may conduct an estimate to draw up the definitive final statement and determine the future premium amounts on account.

6.2.3. Inspection of payroll accounting

elipsLife has the right to inspect the payroll accounting of the policyholder.

6.2.4. Premium refund

If the premium has been paid in advance for a specific term of contract and the insurance contract expires for legal or contractual reasons prior to the expiry of the agreed term of contract, elipsLife will reimburse the premium for the non-expired period of the contract or no longer collect any premiums that subsequently become due. The premium for the current insurance period is due in full if the policyholder terminates the contract in the event of a claim and the contract has been in force for less than one year at the time of termination.

6.2.5. Late payment

If the premium is not paid on time, elipsLife will issue a reminder in writing (or in another form that can be evidenced in the form of text) to pay the outstanding premiums plus a reminder fee of CHF 50 within 14 days. The reminder will draw the policyholder's attention to the consequences of non-fulfilment of the obligation to pay. If payment is not made by expiry of the reminder period despite a reminder being issued, the obligation to pay benefits will be suspended from the expiry of the reminder period until the outstanding premiums, including interest and administrative costs, have been paid in full.

There is no entitlement to benefits for claims which arise during the period of suspension of the obligation to pay benefits, even if the overdue premium is subsequently paid. If the outstanding premium is not legally collected within two months of expiry of the reminder period, the insurance contract will become void.

6.3. Waiver of premium in the event of a claim

The salary of a person receiving a daily allowance is not subject to premiums. When reporting the total payroll, the daily allowance recipient's salary is deducted from the total payroll in advance. This does not apply to insured persons with a fixed salary as listed in the insurance policy.

6.4. Premium adjustments

elipsLife is entitled to adjust the premium for the following calendar year based on individual claims experience or tariff changes. The policyholder shall be informed of any premium adjustments no later than 30 days prior to the end of a calendar year. The policyholder is entitled to terminate the insurance contract at the end of the current insurance year. Failure to terminate the contract is deemed to constitute approval of the premium adjustment.

6.5. Profit sharing

If participation in any profit sharing has been agreed, entitlement arises at the end of the year in which a three-year contract period (=accounting period) is completed. Tacit contract extensions also form an integral part of a contract period. Entitlement to profit sharing ceases for insurance periods which have already been settled or in cases in which the insurance contract is terminated before the completion of an accounting period. If the existing insurance policy is terminated and the insured risk is continued under a new elipsLife insurance policy, the accounting period justifying profit sharing entitlement is reduced in accordance with the time of contract termination.

The profit is calculated by deducting the insurance benefits paid and reserved from the applicable portion of the premiums for the accounting period. The applicable portion of the premiums and the profit sharing system are specified in the insurance policy. A statement of account is issued as soon as the premiums for the accounting period have been paid and the claims concerned have been settled or reserved in full. Losses are not carried forward to the next accounting period.

If, following settlement, events are subsequently reported for which benefits are payable or further payments are made which fall within the closed accounting period, a new statement of profit sharing is issued.

elipsLife can reclaim profit sharings already paid out.

7. Claims and obligations in the event of a claim

7.1. Obligations in the event of a claim

If incapacity to work is likely to lead to insurance benefits:

a) the insured person or the policyholder must notify elipsLife within five days using the form provided. In the case of a waiting period of more than 21 days, notification must be made no later than 30 days after the onset of the incapacity to work. The doctor's certificate stating the degree and duration of incapacity to work must be submitted to elipsLife together with the notification. If notification is delayed without sufficient justification, elipsLife will only grant benefits from the time of receipt of notification. If the degree of incapacity to work decreases, elipsLife must be notified immediately. If incapacity to work lasts for more than one month, the insured person must submit medical confirmation of the incapacity to work every four weeks.

b) professional medical treatment must be sought as soon as possible. The doctor's instructions must be followed.

c) at the request of elipsLife, the insured person must undergo examinations by doctors appointed by elipsLife. The costs of this shall be borne by elipsLife. If the insured person is staying abroad or is resident there, elipsLife may request that the examination take place in Switzerland. The travel costs incurred for this are borne by the insured person.

d) the insured person is obliged to notify the relevant body of any pending entitlement to AIA, InvIA or LECA benefits.

The death of an insured person must be reported to elipsLife immediately. Official confirmation of the death of the insured person must be enclosed with the claim notification.

7.2. Mitigation of damage

The insured person must do everything possible to contribute to reducing benefit costs. An insured person who is expected to remain fully or partially incapable of working in their original occupation is obliged to make use of their remaining capacity to work in another occupation or area of responsibility or to register with the ALV (unemployment insurance). elipsLife shall request the insured person, setting a reasonable time limit, to adjust their previous occupation or to change jobs or profession. The insured person must notify the IV (pension, retraining, occupational measures) of any prospective benefit entitlement. If they refuse to notify the IV at the request of elipsLife, the daily sickness benefits may be temporarily or permanently reduced or denied.

7.3. Duty to inform

The insured person or the policyholder shall provide elipsLife with all information necessary for the assessment of the obligation to pay benefits, the level of benefits or the duration of benefits in all cases in which benefits are claimed from elipsLife.

The insured person releases the attending doctors and other medical personnel from their duty of confidentiality vis-à-vis elipsLife. elipsLife may, if necessary, obtain information from other insurance providers.

The insured person and the policyholder undertake to provide elipsLife with information on all benefits provided by third parties in the event of illness, accident and disability without being asked to do so. Third-party invoices must be submitted to elipsLife upon request.

The policyholder must assert the duty to inform vis-à-vis the insured person. elipsLife may review the incapacity to work and the uncovered loss of earnings in each case and take appropriate control measures if necessary.

7.4. Breach of the duty to cooperate

The insurance benefits are temporarily or permanently reduced or in serious cases denied if the insured person or policyholder breaches the obligations arising from these GPC in an inexcusable manner.

7.5. Withholding tax

If insurance benefits are paid to the policyholder for forwarding to the insured person, the policyholder is liable for the deduction and payment of withholding tax in accordance with the law.

8. Third-party benefits

8.1. Coordination

8.1.1. General

If the insured person is also legally or contractually entitled to benefits from social insurance, company insurance or from a liable third party for an insured event for which elipsLife is obliged to pay benefits, elipsLife will supplement these benefits within the scope of its own obligation to pay benefits up to the amount of the insured daily allowance. elipsLife is not obliged to pay benefits in accordance with these GTC in respect of claims against third parties.

8.1.2. Multiple insurance

If the insured person receives benefits from another private daily sickness benefits insurance policy, elipsLife shall pay benefits on a pro rata basis. This also applies if the other insurers' obligation to pay benefits is only subsidiary. The death benefits are always paid out in addition to other types of insurance.

8.1.3. Forgoing of benefits

If insured persons forego benefits from third parties in whole or in part without the consent of elipsLife, the obligation to pay benefits in accordance with these GTC shall no longer apply. The capitalisation of a benefit entitlement and failure to assert claims against third parties are also deemed to constitute forgoing, especially if the insured person fails to register for invalidity insurance despite being called upon to do so by elipsLife.

8.1.4. Advance payment of benefits and recourse

elipsLife may make advance payments instead of a liable third party if the insured person has made reasonable efforts to assert their claims and they assign their claims against the third party to elipsLife in respect of the benefits paid.

8.2. Over-indemnification

8.2.1. Employees

The combination of elipsLife benefits with those from third parties may not result in over-indemnification of the insured person or policyholder. The over-indemnification threshold is the amount of the insured daily allowance.

elipsLife reduces its benefits to the over-indemnification threshold. Days where partial benefits are paid as a result of a reduction due to an entitlement to third-party benefits are counted as full days for the purpose of calculating the duration of benefits and the waiting period. If elipsLife has paid benefits, it shall reclaim supplementary payments from social insurance providers (in particular invalidity insurance) to the insured person directly from the relevant social insurance provider. The amount reclaimed corresponds to the amount of over-indemnification.

8.2.2. Daily sickness benefits insurance with other insurers

The policyholder is obliged to inform elipsLife immediately of any existing or newly concluded daily sickness benefits insurance policies with other insurers.

9. Customer data and data protection

In order to assess the risk to be insured before conclusion of the insurance contract and to process the contractual relationship, in particular in the event of a claim, elipsLife requires personal data from the policyholder and the insured persons. The collection, processing and use of such data are generally governed by law. The consent of the insured persons to the collection and use of health data as well as corresponding declarations regarding the release from the duty of confidentiality are obtained from these insured persons in individual cases. elipsLife always complies with all data protection provisions of the Swiss and Liechtenstein Data Protection Act (FADP). The data pertaining to this contract are largely processed in Switzerland and Liechtenstein. However, data processing may also take place at other locations of Elips Life Ltd in the European Economic Area (EEA). The website of elipslife (www.elipsLife.com) contains a list under "Downloads" of the elipsLife Group companies that take part in centralised data processing, as well as a list of contractors and service providers with whom long-term business relationships exist.

Examples of such external service providers to whom data are forwarded for processing include experts, auditors and medical service providers in the assistance sector. If the data subject can demonstrate that, due to their personal situation, their legitimate interest outweighs elipsLife's interest in the forwarding of data, such person shall have a right to object. However, it is generally not sufficient when exercising the right to object for the data subject to object to the forwarding of data without stating any reasons. The policyholder and the insured persons may request information about the data stored about them. In addition, the policyholder and the insured persons may request the correction of their data if the latter are inaccurate or incomplete. Claims for the deletion or blocking of such data may exist if their collection, processing or use proves to be inadmissible or no longer necessary. These rights may be exercised at the following address: elipsLife, Compliance, Thurgauerstrasse 54, 8050 Zurich or by sending an e-mail at compliance@elipsLife.com.

Insofar as the policyholder discloses to elipsLife personal data of third parties, in particular of insured persons, the policyholder is obliged to inform such persons accordingly. This applies regardless of whether elipsLife itself has a duty to inform or is obliged to obtain explicit authorisations and releases from the duty of confidentiality.

Personal data are used to the extent permitted by law to advertise elipsLife's insurance products and, where applicable, products of other Group companies and their cooperation partners as well as for market and opinion research conducted by elipsLife. The data subjects may object to this use at any time informally. They may address objections at any time to the above address and to contact@elipslife.com.

In addition, the data may also be collected, processed and used in accordance with the provisions of data protection law for other purposes that are not directly connected with the insurance contract. These may include, for example, the following:

- review and optimisation of procedures for electronic data processing;
- compilation of internal and legally permissible cross-company data;
- general tariff calculations, and
- assertion of legal claims and defence in the event of legal disputes.

The insurance contract may in some cases also involve the transmission of data to third parties. These may in particular be reinsurers (e.g. for larger sums insured some of the risks assumed under this contract are passed on to reinsurers, in which case it may be necessary to provide the reinsurer with appropriate risk details). If the policyholder is managed by an insurance intermediary under this insurance contract, we also provide the latter with the necessary data for this. In addition, it may be necessary to disclose certain details to other insurers – for example, in the context of an exchange of information with a previous insurer or co-insurer.

When reviewing an application or a claim, it may be necessary to address queries to other insurers or to answer similar queries from other insurers for the purpose of risk assessment or further clarification of the facts.

In order to centralise individual areas within the elipsLife Group and enable the policyholder to receive comprehensive and effective advice from other companies within the elipsLife Group as listed in the first section of this Article, the latter also agrees by signing the insurance application that elipsLife may provide the companies concerned with the details required to establish contact and provide advice for them to process and make use of. The following information may be transmitted:

- **Details of the policyholder (company name, address and similar data);**
- **Contract data (term of insurance, sum insured, insured risk, scope of benefits, risk locations and similar data).**

In this context, the policyholder releases elipsLife and its employees from their duty of confidentiality by signing the insurance application. Specific health data of the insured persons are not transmitted by elipsLife in this connection.

Furthermore, by signing the insurance application, the policyholder consents to elipsLife obtaining information on its payment behaviour or creditworthiness prior to conclusion of the contract and, if necessary, in the course of the active business relationship for the purpose of contract management. This consent is voluntary and may be revoked at any time with effect for the future. Creditworthiness queries remain permissible at all times within the scope of the legal basis.

10. Final provisions

10.1. Offsetting

elipsLife may offset benefits due against claims against the policyholder. The insured person or policyholder is not entitled to offset premiums against claims.

10.2. Assignment and pledging

Entitlements to the insured benefits may not be assigned or pledged without the express consent of elipsLife prior to their final determination.

10.3. Place of deployment

Employees posted abroad are covered for a maximum of 72 months from the date of the posting, provided they simultaneously have AIA cover.

10.4. Notifications

All notifications are to be sent to elipsLife, Thurgauerstrasse 54, P.O. Box, 8050 Zurich. All communications from elipsLife are legally valid if sent to the last address specified by the policyholder in Switzerland or Liechtenstein.

10.5. Place of jurisdiction

elipsLife recognises as the place of jurisdiction Vaduz (Liechtenstein) or the Swiss or Liechtenstein domicile of the policyholder or beneficiary.

10.6. Policyholder's reporting obligation

The policyholder is obliged to notify elipsLife immediately of any changes to its address, business activity or other contract-relevant factors.

10.7. Policyholder's duty to inform

The policyholder is obliged to inform the insured persons of the key content of the contract, any changes to it and its termination.

10.8. Official language

The English version is only a translation of the original German. In the event of any discrepancies or unclear points relating to specific words or formulations, the German version shall be authoritative.

11. Glossary

11.1. Abbreviations used

AIA	Federal Act on Accident Insurance
ALV	Unemployment insurance
CO	Swiss Code of Obligations
DSB	Daily sickness benefits insurance
EEA	European Economic Area
FADP	Federal Act on Data Protection
G	G permit (cross-border commuter permit)
GPC	General Policy Conditions
InVIA	Federal Act on Invalidity Insurance
IPA	Federal Act on Insurance Policies
IV	Invalidity insurance
LEC	Loss of Earnings Compensation
LECA	Loss of Earnings Compensation Act
LI	Liechtenstein
OASI	Federal old-age and survivors' insurance
SIA	Swiss Insurance Association
SPC	Special Conditions
UIA	Unemployment Insurance Act