Daily sickness benefit insurance (KTG)

General Conditions of Insurance (GCI)

Version 2017-1

elipsLife
your insurance

Contents

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General Conditions of Insurance (GCI)
for Switzerland

1. Basis for insurance cover

1.1. Insurer

The insurer is Elips Versicherungen AG, Triesen, Liechtenstein, hereinafter referred to as “elipsLife”.

1.2. Basis for the contract

The contract of insurance consists of the quotation and insurance application, including any health declarations, the insurance policy, the Special Conditions set out in the insurance policy and these General Conditions of Insurance (hereinafter the “GCI”). Except as otherwise specified in the insurance contract, the Swiss Insurance Policies Act (*Bundesgesetz über den Versicherungsvertrag* – hereinafter “VVG”) applies.

1.3. Subject of insurance

Daily sickness benefit insurance for companies is a form of risk insurance covering loss of income caused by incapacity to work due to illness. Cover for loss of income due to accident and the birth of a child (childbirth benefit) may be included as well as continued payment of salary in the event of death. The obligation to provide benefits applies in respect of actual loss suffered (indemnity insurance), subject to a maximum of the stipulated sum insured.

1.4. Policyholder

The policyholder is the entity, including divisions thereof, or individual entering into the contract, as stated in the insurance policy.

1.5. Insured persons

The following persons may be insured:

a) Employees of the policyholder
b) Individuals included in a special agreement
c) Self-employed individuals and business owners with a fixed total salary

1.6. Geographical scope

The insurance is valid worldwide.

1.7. Applicable time period

elipsLife shall provide benefits throughout the term stated in the insurance policy, or until the contract of insurance terminates at the latest. The foregoing is without prejudice to the provisions governing follow-up coverage.

1.8. Data protection

elipsLife shall process all data required for the performance of the contract in strict confidence and in accordance with Swiss and Liechtenstein law.

1.9. Gender clause

elipsLife is committed to the principle of equality between men and women. Except where the context otherwise requires, words denoting any gender in this document include all genders.

2. Insurance benefits

2.1. Insured persons

2.1.1. Employees

The insurance covers the individuals or groups of persons named in the insurance policy, who are

a) employed under a contract of employment with the policyholder; and
b) subject to old age and survivors insurance (AHV).

The group of insured persons includes individuals upon reaching the 70th birthday who continue to work beyond statutory AHV retirement age, provided that they were employed by the policyholder on reaching AHV retirement age and were fully able for work. Cross-border commuters are insured under the same conditions.

2.1.2. Insurance by special agreement

The following persons are only insured by special agreement:

a) Temporary staff (i.e. staff working under fixed-term contracts of less than three months),
b) Homeworkers,
c) Individuals resident abroad who are not cross-border commuters, temporary residents or seconded staff and are subject to Swiss social insurance legislation.

2.1.3. Individuals with fixed annual salaries

Self-employed individuals, business owners and spouses/cohabiting partners, children or parents working for the business, who are not included in the payroll accounts, will be insured, provided that they are named and recorded as earning a fixed salary in the insurance policy.

Managing directors who are deemed to be employees under legislative provisions may request cover for a fixed salary.

The obligation to provide benefits applies in respect of actual loss suffered (indemnity insurance), subject to a maximum of the stipulated sum insured.

2.2. Persons not covered by the insurance

The following persons are not covered:

a) Temporary agency workers supplied to the policyholder by a third party,
b) Individuals working for the insured entity under a contract for services.

2.3. Scope of benefits

2.3.1. General information

The insured benefits are as agreed between the policyholder and elipsLife and are based on the scope of cover agreed and these GCI.

2.3.2. Daily benefit

The insured daily benefit will be paid out upon expiry of the contractually agreed waiting period and for the duration of the medically certified incapacity to work. If an employee is declared partially unable to work, the daily benefit will be adjusted in line with the degree of incapacity. Any days of partial incapacity to work will be treated as whole days for the purposes of calculating waiting and benefit periods.

2.3.3. Continued payment of salary

In the event of a relapse or the later onset of a condition resulting from an accident, salary will continue to be paid on a supplementary basis, unless the salary is insured under alternative cover, or the obligation to provide benefits does not apply, or has ceased to apply, due to the availability of other cover.

2.3.4. Continued payment of salary in the event of death

Upon the death of an insured person as a result of an insured illness, the insurer shall assume the policyholder's statutory obligation to continue paying salary in accordance with Article 338(2) of the Swiss Code of Obligations (hereinafter "CO"), insofar as such cover applies. The foregoing provision also applies to self-employed individuals, as an extension of Article 338(2) CO.

Any obligation on the part of the policyholder to continue paying salary for a longer period of time than that prescribed by law will be disregarded.

2.3.5. Childbirth benefit

Childbirth benefit is intended to supplement maternity allowance under the Swiss Loss of Earnings Compensation Act (*Erwerbsersatzgesetz* – EOG). No benefits will be paid if the employment of the insured person is terminated before the child is born. The insurer's obligation to pay out illness or accident benefits will be suspended during any period in which the insured person is eligible for maternity allowance under the Swiss Loss of Earnings Compensation Act or for childbirth benefit.

2.3.6. Family allowances

The insurance includes child and education allowances paid as a component of insured income by Family Allowances Offices and premiums in respect of such cover will be waived. The right to claim benefits commences at the end of the waiting period stipulated in the policy, but no earlier than the fifth calendar month. The employer may specifically exclude this type of cover in the event that it is not required.

2.4. Conditions for the payment of insurance benefits

2.4.1. Illness

Illness means any impairment of physical, mental or psychological health which is not caused by an accident or occupational illness and which requires medical examination or treatment or results in incapacity to work.

2.4.2. Accident

An accident means a sudden, unintentional injury to the human body caused by unusual external factors, resulting in an impairment of physical, mental or psychological health or death.

2.4.3. Incapacity to work

Incapacity to work means the total or partial inability of a person to perform reasonable work in his current occupation or area of responsibility as a result of an impairment of physical, mental or psychological health. In the case of long-term incapacity, reasonable work in an alternative occupation or area of responsibility will also be taken into account.

Partial incapacity to work means a level of incapacity of at least 25 per cent.

A medical certificate confirming the insured person's incapacity to work is required for the payment of daily benefits. Medical certificates may not be backdated by more than three days.

2.4.4. Death

Death must be certified by an official death certificate and result from illness or accident.

2.4.5. Maternity

Insured persons may claim childbirth benefit once they become eligible for maternity allowance under the Swiss Loss of Earnings Compensation Act.

2.5. Insured income

2.5.1. General information

Daily benefit is calculated by dividing the insured income for one year by 365 (or by 366 in leap years). The daily benefit calculated will be paid out for each calendar day and offset against any third-party benefits (indemnity insurance). Any continued salary paid in the event of death will be equal to 2/12 of pensionable AHV salary.

2.5.2. Total salary for AHV purposes

Daily benefit will be calculated on the basis of the most recent salary subject to state pension (AHV) which the insured person was paid by the policyholder prior to the claim, including any unpaid salary components to which he is legally entitled. Income from other work will not be taken into account.

Where earnings fluctuate significantly (e.g. commissions, revenue sharing, irregular temporary work, etc.), daily benefit will be calculated by dividing the salary earned in the 12 months prior to the onset of incapacity by 365. If the period prior to the onset of the incapacity to work is less than 12 months, the daily benefit will be calculated in the same manner.

Any adjustments to salary resulting from a change in the level of employment or a general salary raise will only be taken into account if such adjustments were agreed under contract prior to the onset of incapacity to work. The sum insured will be used as the basis for calculating death benefits.

2.5.3. Fixed total salary

The basis for calculation applying to individuals listed by name in the insurance policy will be the fixed total salary agreed in advance (consisting of the pensionable AHV salary and business expenses, i.e. the costs associated with earning income).

A second medical examination and financial questionnaire are required for the purpose of establishing any increase in the fixed total salary agreed. If a request is refused by elipsLife, the refusal will only apply to the requested increase in cover.

2.6. Maximum coverage

The contract will specify the maximum insurable salary per person per year, which is ordinarily CHF 250,000.

2.7. Benefit period

2.7.1. General principle

elipsLife shall provide benefits throughout the benefit period stated in the insurance policy, or until the contract of insurance terminates at the latest. The foregoing is without prejudice to the provisions governing follow-up coverage. The benefit period is determined on a claim-by-claim basis. If a further claim arises during the period of any claim, any daily benefits previously paid in respect of the first claim will be factored into the benefit period for the second claim.

2.7.2. Waiting period

The payment of benefits will commence at the end of the waiting period stipulated. The waiting period will commence on the first day on which the insured is unable to work, as certified by a doctor, but no earlier than three days prior to the date on which medical treatment is first administered. The waiting period will be calculated for each claim.

Any days of partial incapacity for work will be treated as whole days for the purposes of calculating waiting and benefit periods.

2.7.3. Relapses

The recurrence of an illness or condition resulting from an accident (relapse) is treated as a new claim if the insured person was able to work for a continuous period of 12 months following the previous occurrence of the same illness or the same accident-related condition. In the event of a claim, the percentage of hours worked will be determinative. Where a relapse has been established, any waiting period previously applied will not be deducted again.

2.7.4. Extension of cover

Insurance cover will be extended for a limited period of time for individuals who, on the date of termination of employment or the date on which the insurance contract is terminated due to insolvency, are wholly or partially unable to work and have previously submitted a claim.

The insured person will remain eligible for benefits until the end of the period applying to such claim, or until the end of the agreed benefit period at the latest. There is no entitlement to further benefits in respect of relapses.

Extended cover does not apply:

a) if another insurer is under an obligation to continue paying daily benefits under a transfer agreement (*Freizügigkeitsabkommen*);
b) if employment is terminated during the probationary period or a fixed-term employment contract applies;
c) in the event of retirement, including early retirement;
d) to employees resident abroad (excluding cross-border commuters).

Where an insured person is ineligible for extended cover, the provisions governing transfer to an individual insurance plan apply.

2.7.5. Maternity benefit period

Any maternity allowance to which an insured person is entitled under the Swiss Loss of Earnings Compensation Act will be deducted from insured daily benefits, which will be paid out for a maximum period of 112 days from the date of giving birth. In all circumstances, the insured person will cease to be entitled to childbirth benefit if she resumes employment prior to the end of the eligibility period.

No waiting period will be applied in respect of the payment of childbirth benefit, and the maximum benefit period stipulated in the event of illness or accident will not be applied.

2.7.6. Benefit period at statutory AHV retirement age

Insured persons who remain gainfully employed on reaching statutory AHV retirement age, or following early retirement, continue to be eligible for insured daily benefit for a period of 180 days in total, which includes the contractually agreed waiting period, or until their 70th birthday at the latest.

2.7.7. Set-off of prior benefits upon assignment of the contract

Upon the assignment or renewal of any insurance contract, benefits previously claimed from former insurers will be offset against the benefit period.

2.7.8. Death benefits

elipsLife will pay out death benefits once the death has been certified by an official death certificate. The foregoing is subject to the exclusions of benefits set forth in clause 3.1.

2.8. Reimbursement

Any benefits paid in error or wrongfully claimed must be reimbursed to elipsLife.

2.9. Payment of benefits

2.9.1. Payouts of daily illness and accident benefits

Daily benefits will be paid out once the insured person is able to resume work as attested by a medical certificate. If the insured person is incapable for work for longer than a month, the daily benefit will be paid monthly in arrears. The daily benefit will be paid to the policyholder, which shall transfer them to the insured persons, provided that they are still employed by the policyholder.

2.9.2. Continued payment of salary in the event of death

In the event of death and subject to receipt of the official death certificate, the insured salary payable upon death will be paid to the policyholder, which shall transfer the continued salary payments to the family members of the deceased.

2.9.3. Set-off

elipsLife may set off payments which are due against any claims it may have against the policyholder. Neither the insured person nor the policyholder is entitled to set off premiums against any sums that may be owed.

2.9.4. Limitation period

Any right to claim benefits from elipsLife on the part of the policyholder or the insured person will become time-barred two years after the occurrence of the event that triggered the obligation to provide benefits.

3. Restrictions on the scope of insurance cover

3.1. Exclusions of benefits

The insured person is not entitled to insurance benefits

a) for conditions resulting from accidents and occupational illnesses covered by another insurer;

b) if the medical certificate attesting to the insured person's incapacity for work was issued by a doctor or chiropractor not recognised by elipsLife;
c) if he is involved in any form of armed conflict, civil unrest and similar activities, or joins a foreign military service;
d) if his illness or accident results from active participation in criminal acts, fights or other acts of violence;
e) if, despite reminders, the policyholder has failed to make a payment before the end of the time period stipulated;
f) following termination of the insurance contract, with the exception of follow-up coverage;
g) for the duration of unpaid leave;
h) if the insured person intentionally claims, or attempts to claim, any benefits to which he is not entitled;
i) in the event that an accident was caused deliberately;
j) in the event of injury to health caused by ionising radiation;
k) if an insured person receiving benefits from elipsLife temporarily leaves Switzerland without obtaining the consent of elipsLife at least four weeks in advance, until that insured person's return to Switzerland; the foregoing restriction does not apply to cross-border commuters during any periods spent in their country of their residence;
l) during any periods spent abroad; full insured benefits will be paid throughout any period of hospitalisation abroad;
m) a qualifying period of 270 days following the date on which the contract is concluded applies to all insured persons listed by name in the policy in respect of maternity benefits; this period also applies to illnesses caused by complications in pregnancy and childbirth benefit claims.

3.2. Reductions of benefits

Benefits may be reduced
a) if a condition resulting from an accident, which was caused deliberately, only partially caused the insured person's incapacity to work;
b) if the insured person seriously and repeatedly disregards instructions issued by elipsLife or the attending doctor;
c) if, in submitting a health declaration or financial questionnaire, information material to the insurer's assumption of risk, which the disclosing party knew or ought to have known, is not properly disclosed or is concealed;
d) in the event of failure to provide any documentary evidence required for the purpose of verifying a claim within four weeks, notwithstanding written notification to this effect; however, minimum benefits will be paid in any event (benefit period based on scale of cover).

3.3. Minimum benefit period (based on scale)

Minimum benefits will be paid
a) to insured temporary staff with contracts of employment for three months or more;
b) in respect of illness and accidents resulting from armed conflict that commenced more than 14 days prior to the onset of incapacity to work;
c) in respect of the consequences of earthquakes and natural disasters;
d) in respect of epidemic diseases.

The benefit period depends on the employer's obligation to continue paying salary and the period of employment at the insured entity, based on the following scale:

Period of employment	Benefit period
3 to 12 months	3 weeks
Up to 3 years	9 weeks
Up to 9 years	13 weeks
Up to 15 years	17 weeks
Up to 20 years	22 weeks
Up to 25 years	27 weeks
Up to 30 years	31 weeks
More than 30 years	36 weeks

In the case of temporary workers returning to the insured entity each year, the period of employment will be based on the total number of months worked at the entity.

4. Commencement, duration and termination of cover

4.1. Commencement of cover without health declaration

Insurance cover for employees will commence on the employment start date specified in the employment contract, but no earlier than the date indicated in the insurance policy as the cover commencement date.

Employees may join the scheme unconditionally and no health declaration is required. Pre-existing conditions are also covered. Individuals who are not fully able to work on commencement of cover or on the employment start date will only be insured once they recover their full capacity to work under their employment contract.

4.2. Individual assessment with health declaration

Self-employed individuals, business owners and members of their families and small businesses with up to five employees are required to submit individual applications to join the insurance scheme upon commencement of the contract. elipsLife shall verify the insured total salary and require a medical examination. The insurance cover is only effective upon elipsLife confirming acceptance in writing.

4.3. End date of the insurance cover

Insurance cover ceases for the insured person

a) upon termination of his employment with the policyholder;
b) upon retirement, including early retirement;
c) upon reaching his 70th birthday where the insured person continues working beyond official retirement age;
d) upon voluntary, unpaid leave or absence from work, with the exception of leave necessitated by illness, accident, maternity, Swiss military service or civil defence service; insurance cover will continue to apply for up to 210 days during any unpaid leave, provided that the insured person remains in employment; there is no entitlement to benefits and no premiums are payable for the planned duration of unpaid leave; if the insured person falls sick while on unpaid leave, the number of days between the onset of incapacity to work and the date on which he is scheduled to return to work will be offset against the waiting period and benefit period; the insured person has a duty to cooperate in relation to any claim made under these GCI;
e) upon the death of the insured person;
f) upon termination of the insurance contract;
g) during any period in which the insurer's obligation to provide benefits is suspended because the policyholder is in default of payment.

4.4. Cover following the maximum benefit period

If a person remains in employment once the maximum benefit period has elapsed and is diagnosed with a new condition, the insurance cover will continue to apply to the extent that the new condition renders him incapable to work. The insurance cover is, as a maximum, commensurate with the insured person's residual capacity to work.

Individuals who are partially disabled will be insured to the extent of their residual capacity to work and percentage of hours worked.

4.5. Transfer to an individual insurance plan

4.5.1. Right of transfer

Any person resident in Switzerland may transfer to an individual insurance plan

a) by withdrawing from the group of collective insurance plan members;
b) upon the end of benefit payments; or
c) upon termination of the insurance contract.

The right of transfer must be exercised, by giving notice in writing, within three months of receiving the relevant information regarding such right. The individual insurance plan will commence one day after the insured person withdraws from the group of insured persons, upon the end of benefit payments or upon termination of the insurance contract. The conditions and rates in effect for individual insurance plans at the time of transfer apply. The foregoing is without prejudice to the provisions governing follow-up coverage.

4.5.2. Employer's duty to provide information

Upon termination of employment, the policyholder shall provide information to insured persons regarding their right of transfer and the applicable deadline.

4.5.3. Extent of continued insurance

elipsLife shall grant to individuals transferring to an individual insurance plan the benefits insured at the time of transfer, subject to the conditions and at the rates applying to the individual insurance plan. The level of daily benefit is limited to the level of salary earned following transfer or the level of unemployment insurance (ALV) benefit payable, but will not exceed the previous level of insured benefits or the maximum insurable daily benefit under the individual insurance plan.

Individuals who are not in gainful employment may obtain insurance cover not exceeding the level of a simple AHV maximum pension. Moreover, the provisions of Article 100(2) of the VVG apply to unemployed persons as defined in Article 10 of the Swiss Unemployment Insurance Act (*Arbeitslosenversicherungsgesetz* – AVIG).

4.5.4. Recognition of benefits previously claimed

Benefits previously claimed

a) under this collective insurance plan;
b) from previous insurers

will be recognised for the purposes of establishing benefit periods under individual insurance plans.

4.5.5. No right of transfer

There is no right of transfer

a) if the insured person takes up an employment with another employer and transfers to that employer's daily sickness benefit insurance scheme;
b) if the policyholder has concluded a new insurance contract for the same group of individuals with another insurer, and that insurer is required to ensure continued cover under a transfer agreement (*Freizügigkeitsabkommen*);
c) during any period in which benefits are paid out under the terms of any follow-up coverage;
d) once the insured person has retired (including early retirement), or attains the AHV retirement age, whichever is the earlier;
e) if the insured person ceases to be gainfully employed upon leaving employment and is not registered for unemployment insurance (ALV) or entitled to parenting credits pursuant to Article 29sexies of the Swiss Old Age and Survivors Insurance Act (*Bundesgesetz über die Alters- und Hinterlassenenversicherung* – AHVG);
f) in the event that only a provisional cover note has been issued;
g) once the maximum benefit period has been reached under this insurance scheme.

5. Commencement, term and termination of insurance contract

5.1. Date of commencement of the insurance contract

The insurance contract commences on the start date stipulated in the policy. The insurance may be taken out at any time during the calendar year.

5.2. Term of the insurance contract

The insurance contract is concluded for the term specified in the insurance policy. The minimum term is one year. At the end of the agreed term, the contract will renew automatically for successive one-year periods, unless one of the parties has duly given notice of termination.

5.3. Termination of the insurance contract

5.3.1. Termination

Either party may terminate the insurance contract by giving three months' notice in writing to the end of a calendar year. The insurance contract may be terminated no earlier than the expiry date indicated in the insurance policy.

5.3.2. Expiry of insurance contract

The insurance contract expires with immediate effect

a) if the policyholder discontinues its business;
b) if the policyholder transfers its headquarters abroad;
c) if insolvency proceedings are instituted against the policyholder.

5.3.3. Termination by elipsLife

elipsLife is not bound by and may terminate the contract

a) if the policyholder is in arrears with the payment of premiums in accordance with the provisions governing default;
b) if the policyholder or insured person failed to properly disclose or concealed information material to the insurer's assumption of risk and the policyholder or insured person is therefore in breach of their disclosure obligations; if the insurance contract applies to several persons and only one person was in breach of his disclosure obligations, the insurance cover will remain in effect for the other individuals involved; elipsLife ceases to have any obligation to provide benefits to the insured person in respect of pre-existing claims, if the occurrence or scope of the claim was affected by the non-disclosure of information that was material to assessing the level of risk; elipsLife is entitled to reimbursement of any such benefits previously paid out.

5.3.4. Waiver of right of termination in the event of a claim

elipsLife expressly waives its statutory right to terminate the contract in the event of a claim. The foregoing is without prejudice to the right to terminate the contract on the expiry date.

6. Premiums

6.1. Calculation of premiums

Premiums are calculated on the basis of the gross salary total, subject to state pension (AHV) deductions, earned at the insured entity, which may not exceed the maximum insurable income per person per year as stipulated in the policy. Premiums calculations may also be based on the gross salaries of individuals who are not required to pay AHV contributions. Where a fixed total salary has been predefined in respect of persons listed by name in the insurance policy, this amount will be used as the basis for calculation. The insurance premium rate applying to the insured salary total will be as set forth in the policy for the insurance product concerned.

6.2. Payment of premiums

6.2.1. Invoicing and due date for payment

elipsLife shall invoice the policyholder in advance on a quarterly, semi-annual or annual basis. The policyholder shall pay the premiums in advance by the due date stipulated in the policy. The amount invoiced in advance is based on the final salary total for the previous calendar year.

6.2.2. Final invoice

elipsLife will send a declaration form to the policyholder at the end of the calendar year. The policyholder will return the form specifying the declared salary total, together with the necessary documents (declaration for state pension [AHV] purposes, list of insured persons, payroll accounts, etc.) to elipsLife within one month. elipsLife will use this information to calculate the final premium amounts and issue a final invoice. Where the balance is less than CHF 10, no additional payment or refund will be required. If the policyholder fails to discharge its duty to disclose the salary total or figures for the previous year are not available, elipsLife may estimate the final invoice amount and the level of advance premiums.

6.2.3. Inspection of the payroll accounts

elipsLife is entitled to inspect the policyholder's payroll accounts.

6.2.4. Premium refunds

Where the premium for a specified term has been prepaid and the insurance contract expires on statutory or contractual grounds before the end of the agreed contract term, elipsLife shall refund the part of the premium relating to the residual, unexpired term, or shall not require payment of any premiums that subsequently fall due. The total premium for the current insurance period is payable if the policyholder terminates the contract in the event of a claim and the contract was in effect for less than a year on the date of termination.

6.2.5. Default

If the policyholder fails to pay the premiums after an additional period of 30 days has been granted, elipsLife will issue a notice in writing requesting payment of the outstanding premiums within 14 days. The notice will include information on the consequences of non-payment. If, notwithstanding such reminder, the premiums remain unpaid, the insurer's obligation to provide benefits will be suspended from the end of the payment period stipulated in the notice until the outstanding premiums, plus interest and administrative costs, have been paid in full.

There is no entitlement to benefits in respect of claims arising during any period in which the insurer's obligation to provide benefits is suspended, even if the premium arrears are subsequently paid. The insurance contract will expire if the outstanding advance premium or final invoice amount cannot be recovered through legal action within two months of the end of the period stipulated in the notice requiring payment.

6.3. Waiver of premium in the event of a claim

No premiums are payable on the salary of daily benefit claimants. The salary of daily benefit claimants will be deducted in advance from the salary total disclosed. Except as provided in this clause, the insured persons indicated in the insurance policy are deemed to have a fixed total salary.

6.4. Premium adjustment

elipsLife is entitled to adjust the premium for the following calendar year to reflect any losses sustained. The policyholder will be notified of any adjustments to premiums not less than 30 days prior to the end of the calendar year. The policyholder is entitled to terminate the insurance contract at the end of the current insurance year. Unless notice of termination is given, the premium adjustment is deemed to have been approved.

6.5. Surplus participation

Surplus participation may be agreed. Where a surplus participation has been agreed, the policyholder will be granted a participation in any surplus under the insurance contract on completion of three full insurance years (= accounting

period). The surplus will be calculated by deducting any benefits paid and set aside from the applicable percentage of premium allotted to the accounting period. The applicable percentage of premium and the surplus participation scheme are described in the insurance policy. The relevant statement will be issued once the premiums due for the accounting period have been paid and the relevant claims have been settled, or set aside in full. Any losses will not be carried forward to the next accounting period. If cases of illness and conditions resulting from accident are reported subsequent to issuing the statement, or additional payments are made that fall within the relevant accounting period, the statement regarding the surplus participation will be reissued. elipsLife is entitled to reclaim any surplus participation previously paid out. The policyholder's right to a surplus participation expires if the insurance contract is terminated prior to the end of the accounting period.

7. Rights and obligations in the event of a claim

7.1. Obligations in the event of a claim

If any incapacity to work is likely to result in a payout of insurance benefits:

a) The insured person or the policyholder shall inform elipsLife by submitting the form provided within five days. Where there is a waiting period of more than 21 days, the application must be submitted no later than 30 days after the onset of incapacity to work. A medical certificate attesting to the degree and the likely duration of the incapacity to work must be submitted to elipsLife at the same time as the report. If such report is submitted late and the delay is not sufficiently substantiated, elipsLife will only grant benefits as of the date it received the report. elipsLife must be informed immediately of any reduction in the degree of incapacity to work. If the incapacity to work is of more than one month's duration, the insured person shall submit a medical certificate attesting to his incapacity to work every four weeks.

b) Professional medical treatment must be sought as soon as possible. All instructions issued by the doctor must be complied with.

c) The insured person shall undergo medical examinations by such doctors as are appointed by elipsLife, if requested to do so by elipsLife; elipsLife shall pay the cost of this examination.

d) The insured person shall report any unresolved claim for accident (UVG) or disability (IVG) benefits, or compensation for loss of income (EOG) to the relevant office.

elipsLife must be informed immediately of the death of any insured person. An official death certificate must be submitted together with the notice of claim.

7.2. Mitigation of loss

The insured person shall take all necessary steps to reduce the level of benefits. Insured persons who are likely to remain fully or partially unable to work in their original occupation shall utilise any residual capacity by taking up a different occupation or performing different duties, or apply for unemployment benefits (ALV). elipsLife shall allow the person concerned a reasonable period of time in which to adjust their previous activity or change job or occupation. The insured person shall report any potential entitlement to benefits (pension, retraining, vocational measures) to the disability insurance (IV) scheme. If the insured person refuses to report to the disability insurance (IV) scheme upon being requested to do so by elipsLife, elipsLife may temporarily suspend daily sickness benefits.

7.3. Duty to provide information

Whenever a claim is submitted to elipsLife, the insured person or the policyholder shall provide all information required for the purpose of assessing the obligation to provide benefits, the level of benefits or the benefit period.

The insured person releases any attending doctors and other medical staff from their obligation of confidentiality in relation to elipsLife. elipsLife may obtain information from other insurers if necessary.

The insured person and the policyholder shall automatically supply elipsLife with information regarding any illness, accident or disability benefits paid out by a third party. Upon request, they shall submit statements from such third parties to elipsLife.

The policyholder shall ensure that the insured person also complies with the obligation to provide information.

elipsLife may, in all cases, verify the incapacity to work and any uncovered amount of lost earnings and implement appropriate control measures where necessary.

7.4. Failure to comply with the obligation to cooperate

If the insured person or the policyholder is in breach of their obligations under these GCI without reasonable excuse, the insurance benefits will be temporarily or permanently reduced or, in serious cases, denied.

7.5. Withholding tax

Where insurance benefits to be transferred to the insured person are paid to the policyholder, the insured person is responsible for accounting for and paying withholding tax in accordance with the law.

8. Benefits from third parties

8.1. Coordination

8.1.1. General information

If the insured person also has a statutory or contractual entitlement to social insurance benefits, company insurance benefits, or payouts from a liable third party in respect of a claim indemnifiable by elipsLife, elipsLife shall, in addition, pay benefits not exceeding the value of the insured daily benefit within the scope of its obligation to provide benefits. elipsLife is under no obligation to provide benefits under these GCI to the extent that the insured person is eligible for any third party benefits.

8.1.2. Multiple insurance

If the insured person is in receipt of benefits under another private daily sickness benefit insurance policy, elipsLife will have a proportionate obligation to provide benefits. This also applies where the other insurers' obligation to provide benefits is only supplementary. Death benefits will always be payable in addition to other insurance payouts.

8.1.3. Waiver of benefits

If, without elipsLife's approval, an insured person waives his right to third-party benefits, either in whole or in part, elipsLife is under no obligation to provide benefits under these GCI. The insured person is also deemed to have waived his entitlement to benefits in the event of the payment of a single settlement sum or failure to enforce rights against third parties and, in particular, if the insured person fails to register for disability insurance despite being requested to do so by elipsLife.

8.1.4. Advance payments and recourse

elipsLife may pay out advance benefits instead of a liable third party, provided that the insured person has made a reasonable but unsuccessful attempt to enforce his rights and assigns his rights against the third party to elipsLife in the amount of the benefits paid out.

8.2. Overpayment of benefits

8.2.1. Employer

The overlapping of benefits with third-party benefits may not result in any overpayment either for the insured person or the policyholder. The threshold value for overpayment is equal to the insured daily benefit. elipsLife shall reduce its benefits until the overpayment threshold is met. Any days on which benefits are not payable, or only payable in part, due to a reduction in payouts resulting from entitlement to third-party benefits, are deemed to be whole days for the purposes of calculating the benefit and waiting periods. Where elipsLife has paid out benefits, it will reclaim any additional social insurance payments, including, but not limited to, disability insurance payments, made to the insured person directly from the relevant social insurance scheme. The amount reclaimed is equal to the value of any overpayment.

8.2.2. Daily sickness benefit policies with other insurers

The policyholder shall inform elipsLife immediately of any existing or new daily benefit insurance policies with other insurers.

9. Client data and data protection

9.1. Management of client data

elipsLife will process all data required for the performance of the contract in strict confidence and in accordance with Swiss and Liechtenstein law.

While general data, including address details, dates of birth, etc., are likely to be processed for contract management purposes, health data, in particular, will also be processed for the purpose of reviewing applications and paying out benefits. Such information will be stored and archived by elipsLife either electronically or physically, including data pertaining to contracts that do not take effect or for which the initial premium is not paid.

Once an application is signed or a claim notified, elipsLife is entitled to process the relevant data and request additional data from third parties (doctors, hospitals, previous insurers, public authorities, etc.). The requesting of such data also invariably necessitates the disclosure of personal data to these third parties.

If the policyholder has appointed a broker to manage their interests, elipsLife shall grant the broker access to all relevant data, provided that the client has conferred appropriate authority on the broker.

Otherwise, in the absence of the consent of the affected individual, elipsLife will only disclose data to a possible reinsurer.

9.2. Disclosure of data

Where necessary, elipsLife may outsource certain areas of business, or parts thereof, to third parties, either at home or abroad, for the purposes of managing this product, and transfer to such third parties any data that may be required for the performance of the relevant duties. In this case, your data will also remain protected in accordance with the requirements of data protection legislation.

9.3. Right to information

The policyholder and the insured person are entitled, at any time, to request information on data processed by elipsLife and to prohibit elipsLife from processing all or any such data. The foregoing is without prejudice to any disclosure of information required by law.

10. Concluding provisions

10.1. Assignment and pledge of benefits

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

10.2. Geographical scope

For employees seconded abroad, the insurance will apply for a maximum of 72 months from the date of secondment, provided that such persons also have accident insurance cover (UVG).

10.3. Notices

All notices must be sent to elipsLife, Thurgauerstrasse 54, PO Box, 8050 Zurich. Any notices from elipsLife are deemed to have been duly given if sent to the address in Switzerland or Liechtenstein last notified by the policyholder.

10.4. Place of jurisdiction

elipsLife recognises Triesen, or the Swiss or Liechtenstein registered office or the place of residence of the policyholder or insurance claimant, as the place of jurisdiction.

10.5. Limitation period

Any right to claim benefits from elipsLife on the part of the policyholder will become time-barred two years after the occurrence of the event that triggered the obligation to provide benefits.

10.6. Policyholder’s disclosure obligation

The policyholder shall inform elipsLife immediately of any change of address, change of business, or any other factors that are material to the contract.

10.7. Policyholder’s obligation to provide information

The policyholder shall inform insured persons of the main terms of this contract, any amendments thereto, or the termination thereof.

10.8. Binding language

Please note that this wording is only a translation of the German original. In the event of any inconsistency or ambiguities in the meaning of any word or phrase in this translated version, the German version will prevail.