



# Voluntary daily allowance insurance in accordance with the Federal Law on Sickness Insurance (KVG) General Terms and Conditions of Insurance (GTC)

2018 version

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## Purpose of the insurance

The voluntary daily allowance insurance covers the economic consequences of an inability to work due to illness, maternity or accident.

## 1 Basic information about the insurance

### 1.1 Statutory provisions

These General Terms and Conditions of Insurance (GTC) are based on the provisions of the Swiss Federal Act on General Aspects of Social Security Law of 6 October 2000 (ATSG), the Federal Law on Sickness Insurance of 18 March 1994 (KVG) and the implementing provisions belonging thereto as well as the existing General Terms and Conditions of Insurance (GTC).

### 1.2 Agreement on the Freedom of Movement of Persons with the EC

With the entry into force of the Agreement on the Freedom of Movement of Persons between Switzerland and the European Community (EC), any deviating provisions must be respected which relate in particular to the group of policyholders, their rights and obligations, the insurance relationship and benefits.

### 1.3 Application to insurance companies in the Sympany Group

In order to improve the readability Sympany refers to:

- a Vivao Sympany AG
- b Moove Sympany AG
- c Kolping Krankenkasse AG

## 2 Policy terms and conditions

The masculine form used in these General Terms and Conditions of Insurance (GTC) applies to both genders.

## 3 Insurance company

The insurance company is the health insurance company specified in the insurance policy.

## 4 Policyholder

The person specified in the policy is insured against the economic consequences of illness, maternity and accident. The accident risk is covered if it is specified in the insurance policy.

## 5 Definitions

### 5.1 Illness

Illness is deemed to be a physical, mental or psychological health condition which is not the result of an accident and which requires medical treatment or prevents the policyholder from working.

### 5.2 Maternity

Maternity includes pregnancy, delivery and the mother's subsequent recuperation period.

### 5.3 Accident

An accident is deemed to be the sudden, unintentional, harmful impact of an unusual external factor on the human

body resulting in a physical, mental or psychological health condition or death. Work-related illnesses and physical injuries similar to accidents are deemed to be equal to an accident.

### 5.4 Inability to work

Inability to work is the total or partial inability to perform reasonable work in the previous occupation or field of activity due to impairment of physical, mental or psychological health. In the event of a long period of inability to work, the reasonableness of another occupation or field of activity is also taken into account.

## 6 Maximum insurance permitted

### 6.1 Maximum scope of benefits permitted

Sympany agrees the insured daily allowance with the applicant.

A maximum daily allowance of CHF 30.– per day can be insured. This maximum amount cannot be exceeded by an accumulation of various waiting periods.

Insurance policies existing outside of Sympany are offset against the maximum amount permitted.

### 6.2 Transfer from collective insurance

This maximum limit does not apply to policyholders who transfer from the collective daily allowance insurance to voluntary daily allowance insurance in accordance with the KVG. The previous level of benefits remains in place for them in the voluntary daily allowance insurance in accordance with the KVG.

## 7 Conditions under the voluntary daily allowance insurance in accordance with the KVG

### 7.1 Waiting periods

The policyholder can choose from the waiting periods set and offered by Sympany.

## 8 Entering into a policy

The voluntary daily allowance insurance in accordance with the KVG can be taken out by anyone who has civil law residence in Switzerland or is gainfully employed in Switzerland and who has reached the age of 15 but not yet the age of 65.

## 9 Insurance application

The applicant must submit the insurance application in writing using the form intended for that purpose. All of the questions on the form must be answered in order for it to be accepted.

By signing the insurance application, the applicant recognises these regulations and Sympany's premium scales as legally binding.

The applicant authorises the physicians consulted by him, the previous insurance companies and other insurance companies to provide Sympany and/or its trusted physicians with information on his state of health or the course of an illness or accident which they need to assess the insurance application and to determine benefits.

If the information requested for the voluntary daily allowance insurance in accordance with the KVG applied for is not received by Sympany within 3 months of signing the application, the application shall be void.

Sympany may order an examination by a trusted physician for the assessment of the application, the costs of which shall be borne by the applicant. Sympany can take part in the selection of the physician.

## 10 Admission with exclusions

### 10.1 Applying an exclusion

Illnesses and the consequences of an accident which exist or previously existed at the time of the application for insurance and where experience has shown that these lead to relapses can be excluded from the insurance when it is taken out by means of an exclusion.

The exclusion will expire after 5 years at the latest. The policyholder may provide proof that the exclusion is no longer justified before the expiry of this period.

### 10.2 Breach of the disclosure obligations

If the policyholder has provided untrue or incomplete information on the insurance application about illness or the consequences of an accident, Sympany may add a retroactive exclusion. All benefits paid since the insurance commencement date which fall under the exclusion shall then be reclaimed.

## 11 Changing insurance company

### 11.1 Continuing the insurance

If the policyholder has to change his existing daily allowance insurance in accordance with the KVG to Sympany from another insurance company on the basis of Art. 70 Para. 1 a–c KVG, no new exclusion will be added. Exclusions of the previous insurance company shall be continued until they expire.

### 11.2 Offsetting of benefits

Benefits received from the previous insurance company are offset against any entitlement to benefit.

## 12 Insurance commencement date

The insurance begins on the day that the application is confirmed as accepted. The policyholder receives the policy as confirmation.

## 13 Changes to the insurance

### 13.1 Supplementary insurance

An increase in the insured benefits can be applied for on the first day of the following month.

### 13.2 Inclusion of accident cover

The provisions shall apply analogously to the inclusion of the accident risk.

### 13.3 Insurance reduction

Subject to one month's notice, a reduction of the insurance can be applied for in writing at the end of a month.

## 13.4 Insurance in the event of unemployment

Policyholders who are deemed unemployed as defined by the Federal Act on Mandatory Unemployment Insurance and Insolvency Compensation (AVIG) may convert their existing daily allowance insurance into an insurance with a waiting period of 30 days, irrespective of their state of health. The premium is adjusted accordingly.

## 14 Suspension

The voluntary daily allowance insurance in accordance with the KVG is suspended if the policyholder is subject to the Swiss Federal Act on Military Insurance (MVG) for more than 60 consecutive days. The procedure for suspending insurance and the relevant obligations to provide information and notify the insurance company comply with the implementation provisions relating to the KVG.

## 15 End of the insurance

The insurance ends:

- when cancelled
- when the policyholder moves abroad, or when a border commuter stops working in Switzerland
- in the event of death
- when the maximum benefits are reached
- through exclusion

## 16 Cancelling the insurance

### 16.1 Withdrawal

The policyholder can withdraw from the policy with effect from 31 December provided that 3 months' notice is given. The withdrawal must be made in writing.

### 16.2 Further reasons for withdrawal

Furthermore, the policyholder can cancel the voluntary daily allowance insurance in accordance with the KVG subject to one month's notice in the event of:

- a premium increase for the daily allowance insurance
- a transfer to the employer's mandatory daily allowance insurance
- loss of the insured income from employment

## 17 Cancellation/reduction of the insurance policy

### 17.1 Maximum duration of benefits

The voluntary daily allowance insurance in accordance with the KVG expires automatically when the maximum duration of benefits is reached or when the insured person ceases to be gainfully employed.

### 17.2 Misuse

The policyholder can be excluded from voluntary daily allowance insurance in accordance with the KVG in the event of improper conduct or for important, inexcusable reasons. In this case, there is no entitlement to re-entry.

### 17.3 Reduction of the daily allowance

When the policyholder reaches the age of 65, the insurance is automatically reduced to CHF 10.–.

## 18 Setting of premiums

Premiums can be graduated according to age and region.

## 19 Premium payment and due date

### 19.1 Advance payment

Premiums are payable in advance. The shortest payment period is one calendar month. The premiums must be paid without interruption, i.e. even in the event of illness, accident, inability to work or lapse of entitlement to claim. In the event of commencement or cancellation of the insurance policy during the course of the calendar month, day-based billing shall be carried out.

### 19.2 Reimbursement

If the contract is cancelled prematurely, the premium due for the insurance period that has not expired shall be reimbursed.

### 19.3 Set-offs

Premiums owed may not be offset against outstanding benefits by policyholders.

### 19.4 Consequences in the event of premium arrears

If the premiums owed are not paid despite a reminder, Sympany may suspend benefit payments until the premium payment has been made.

The obligation to pay benefits resumes as soon as the outstanding premiums, including interest on arrears as well as the reminder costs and those associated with debt collection proceedings, have been paid in full.

## 20 Fees

### 20.1 Reminder and debt collection fees

In addition to the costs involved in debt collection proceedings, Sympany may also invoice policyholders who default on payments for appropriate processing costs, handling costs, reminder costs and interest on arrears.

### 20.2 Payment in instalments

If payment in instalments is agreed during debt collection proceedings, Sympany may invoice the policyholder an instalment fee for the additional administration involved.

## 21 Benefits

### 21.1 Inability to work

A claim to benefits exists in the event of a proven inability to work of at least 25% which results in a loss of earnings.

The obligation to pay benefits begins after expiry of the waiting period agreed in the policy. The waiting period begins on the first day of the medically determined inability to work.

For the calculation of the waiting period, days with partial inability to work of at least 25% are counted as full days. The waiting period is only offset once in the course of a calendar year. Waiting periods of 30 days or more are offset against the maximum duration of benefits.

### 21.2 Duration of benefits

The insured daily allowance is paid for one or more insured events for a maximum of 720 days within 900 consecutive days. Reaching the maximum duration of benefits cannot be prevented by a temporary waiver of the daily allowance.

### 21.3 Partial inability to work

In the event of a partial inability to work, a correspondingly reduced daily allowance shall be paid for the same duration. The insurance cover for the remaining ability to work remains in place.

### 21.4 Reduction of benefits due to overcompensation

In the event of a reduction of the daily allowance benefits due to overcompensation, the policyholder is entitled to the equivalent of 720 daily allowances. This entitlement is based on the degree of the inability to work.

### 21.5 Benefits in the event of maternity

In the event of pregnancy and delivery, the insured daily allowance benefits are paid for 16 weeks. In order for benefits to be paid, policyholders must have been insured for at least 270 days without interruption for more than 3 months.

The daily allowance benefits in the event of maternity are paid after a pregnancy lasting at least 28 weeks even if the baby is not viable.

The entitlement to daily allowance benefits in the event of maternity does not arise until 2 weeks before delivery at the earliest.

The agreed waiting period is offset against the 16 weeks of daily allowance benefits.

Benefits in the event of maternity are not offset against the maximum duration of benefits and are also paid after exhaustion.

### 21.6 Unemployment

Unemployed policyholders are paid half of the daily allowance in the event of inability to work of up to 50%, or the full daily allowance in the event of inability to work of more than 50%.

### 21.7 Benefits after the age of 65

After reaching the age of 65, daily allowance benefits will be paid for a maximum of 180 days within 900 consecutive days. Daily allowance benefits received immediately prior to this are offset against the duration of benefits if together they exceed the maximum duration of benefits.

## 22 Overcompensation

### 22.1 No overcompensation

The policyholder may not receive any overcompensation from the voluntary daily allowance insurance in accordance with the KVG. This is the case if the daily allowance benefits exceed the presumed loss of earnings, the value of the employee's inability to work or, in the case of unemployed persons, the amount of unemployment benefit.

Sympany shall reduce the daily allowance benefits to the extent that the policyholder receives a profit.

## 22.2 Offsetting of benefits and compensation

In the calculation of overcompensation, any continued salary payments by the employer as well as benefits from other insurance companies must be taken into account.

## 22.3 Offsetting against the duration of benefits

In the event of a reduction of the daily allowance due to overcompensation, the policyholder is entitled to compensation of 720 full daily allowances. The periods for receiving the daily allowance shall be extended in accordance with the reduction.

## 22.4 Missing proof of loss of income

Policyholders who are unable to provide proof of an uncovered loss of income will be paid a maximum daily allowance of CHF 10.-.

## 23 Obligations to report to and notify the insurance company

### 23.1 Obligation to notify the insurance company

If the policyholder falls ill or is involved in an accident, he must notify Sympany of this within 5 days after the commencement of his inability to work. In the case of a contractually agreed insurance policy with delayed commencement of benefits, the notification must be made within 30 days of the commencement of the inability to work.

### 23.2 Certificate of inability to work

The policyholder must submit a certificate of inability to work from the treating physician or the chiropractor of Sympany without being asked to do so. If the notification is delayed, an entitlement to daily allowance benefits shall only be checked from the date of notification.

Once the inability to work has come to an end, a confirmation of the degree and duration of the inability to work must be submitted to Sympany immediately.

### 23.3 Loss of earnings

The policyholder must provide proof of loss of earnings.

### 23.4 Cooperation and minimising damage

The policyholder must regularly seek medical treatment or check-ups. In addition, the policyholder is obliged to undergo the medical examinations Sympany deems necessary at Sympany's expense.

Sympany is authorised to monitor compliance with medical orders by means of visits to patients.

The policyholder must follow the doctor's instructions, do everything that aids recovery and refrain from anything that might delay his convalescence.

### 23.5 Use of remaining ability to work

If the policyholder is temporarily or permanently unable to work in his original profession, fully or partially, he is obliged to utilise his remaining ability to work in another profession. Sympany calls on the policyholder to make a reasonable career change and draws his attention to the legal consequences.

### 23.6 Authorisation to share information

The policyholder must authorise all people and organisations,

i.e. employers, doctors, hospitals, therapists, insurance companies and public authorities, to provide the information needed to evaluate a claim for benefits.

## 23.7 Information about third-party benefits

The policyholder is obliged to inform Sympany immediately about any third-party benefits (e.g. accident, third-party liability, military or invalidity insurance) and settlement agreements if Sympany must pay benefits in the same insurance case.

## 23.8 Failure to uphold the obligation to notify the insurance company

The policyholder is responsible for any negative consequences arising as a result of breaching the reporting and notification obligations.

## 24 Benefits when abroad

### 24.1 Inability to work when abroad

If inability to work occurs during a stay abroad, the policyholder is only entitled to the insured daily allowance during a hospital stay abroad.

The daily allowance benefits are only granted for hospital stays in the country where the policyholder is staying. No benefits from voluntary daily allowance insurance in accordance with the KVG may be claimed in the case of transfer to and treatment in third countries.

### 24.2 Work abroad

If the policyholder works for a Swiss employer abroad, daily allowance benefits are paid. In addition to the medical certificate, the policyholder must have his inability to work confirmed by the employer.

### 24.3 Travel abroad during inability to work

If the policyholder wishes to travel abroad while unable to work, he must notify Sympany immediately. Sympany then decides after analysing the circumstances whether daily allowance benefits can be paid for a limited period of time.

## 25 Limitations on benefits

No benefits are granted or benefits are reduced:

- in the event of an illegal claim for benefits provided by Sympany
- if the policyholder refuses to be examined by a trusted medical examiner
- for the duration of the delay if the policyholder is delayed in entering into a policy
- while a benefit is suspended due to a default in payment; statutory provisions to the contrary remain reserved
- for accidents or the consequences thereof, which the policyholder has deliberately brought about
- after reaching the maximum duration of benefits
- during the period of rest in the case of maternity
- during the period of delayed notification of sickness in the event of inability to work
- for illnesses and the consequences of an accident that are excluded
- while the policyholder is subject to the enforcement of legal penalties or measures
- in the event of breach of regulatory duties and obligations



l for illnesses and accidents as well as their consequences that are caused by the policyholder intentionally or in the intentional execution of a crime or offence  
m for accidents resulting from exceptional hazards and risks. The definitions and reduction approaches under the mandatory accident insurance are decisive.

## 26 Assigning and pledging benefits

The policyholder may not assign or pledge claims against Sympany without its permission.

## 27 Reimbursement obligation

Any benefits which the policyholder has wrongfully received must be reimbursed to Sympany.

## 28 Advance payments

Advance payments from Sympany to other social insurance providers comply with the Swiss Federal Act on General Aspects of Social Security Law (ATSG).

## 29 Third-party benefits

### 29.1 Order of liability

Insofar as the benefits coincide with similar benefits provided by other social insurance providers in the event of a claim, Sympany's obligation to pay complies with the statutory provisions.

### 29.2 Recourse

Regarding insurance companies that are liable for a claim, Sympany stands up for policyholder's benefit claims at the time of the event up to the amount of the statutory benefits. The details regarding the exercising of the right of recourse comply with the statutory provisions.

### 29.3 Policyholder notification

The policyholder has an obligation to declare his claims against other insurance companies and third parties which are obliged to pay and may not waive these benefits wholly or partially without Sympany's express permission.

### 29.4 Reduction of benefits

If another health, accident or social insurance provider reduces its benefits for reasons which also entitle Sympany to reduce benefits, Sympany will not reimburse the shortfall caused by the reduction.

### 29.5 Benefits provided by other social insurance providers

If the policyholder is entitled to benefits from mandatory invalidity insurance, accident insurance or military insurance, Sympany will grant him benefits in addition to these social insurance providers.

### 29.6 Double insurance in accordance with the Federal Law on Sickness Insurance (KVG)

If a similar daily allowance insurance in accordance with the KVG exists with another insurance company, Sympany shall reduce its benefits in relation to the existing cover with this insurance company.

### 29.7 Double insurance in accordance with the Federal Law on Insurance Contracts (VVG)

If, in addition to Sympany, private health or accident insurance companies are liable to pay benefits, Sympany must grant its daily allowance benefits to the extent that, taking these benefits into account, no profit accrues to the policyholder.

### 29.8 Lump-sum compensation

If an insurance company pays lump-sum compensation from an accident event or a tortious act under a contract or law, Sympany is not obliged to provide benefits for the consequences of this event. This provision shall also apply analogously in the event of illness.

## 30 Paying out benefits

### 30.1 Valid currency

Sympany pays out benefits in Swiss francs only.

### 30.2 Payment details

Sympany pays out benefits to the policyholder's specified post office or bank account. If the policyholder fails to specify an account, Sympany may invoice him for a flat rate charge to cover expenses per benefits statement.

## 31 Duty of confidentiality

Sympany employees are bound by a legal duty of confidentiality.

## 32 Administration of justice

### 32.1 Order

If a policyholder disagrees with a decision made by Sympany, Sympany will, upon request, issue a written, substantiated order within 30 days along with information about the right to appeal.

### 32.2 Objection

An objection against Sympany's order can be raised within 30 days of notification. Sympany assesses the objection and issues a written, substantiated decision on the objection with information about the right to appeal.

### 32.3 Appeals procedure

An appeal against Sympany's decision on the objection can be filed at the cantonal insurance court within 30 days of notification.

Anyone who is affected by the contested order or decision on the objection and has an interest worthy of protection in having it overturned or changed has a right to appeal.

The responsible court is the insurance court of the canton of residence of the policyholder or the third party submitting the appeal. The insurance court can also be involved if Sympany does not issue an order or decision on the objection within the time limit.

If the policyholder or third party submitting the appeal resides abroad, the responsible court is the insurance court of the Swiss canton where the complainant last resided or where his last Swiss employer is domiciled. If neither of



these places can be ascertained, the insurance court of the canton of Basel-Stadt is responsible.

#### **32.4 Legal force**

If no action is brought within the time limit for appeals, Sympany's order or decision on the objection enters into legal force. The legally binding orders regarding monetary payments are equivalent to enforceable court judgements according to Article 80 of the Swiss Debt Enforcement Bankruptcy Act (SchKG).

### **33 Entry into force**

These rules come into force on 1 January 2018 and replace all previous rules and terms and conditions regarding mandatory health insurance under statutory law.