The Helsana Group comprises Helsana Insurance Company Ltd,
Helsana Supplementary Insurances Ltd and Helsana Accidents Ltd.

Helsana

Group Daily Sickness Benefits Insurance pursuant to VVG

Helsana Business Salary

Client information and General Insurance Conditions (GIC)
May 2021 version

Based on the VVG (Federal Insurance Contract Act)

May 2021 version

Group Daily Sickness Benefits Insurance pursuant to VVG Helsana Business Salary

Client information and General Insurance Conditions (GIC)

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I Client information about the General Insurance Conditions (GIC)

An overview of your group daily sickness benefits insurance

This client information document contains the key provisions of your group daily sickness benefits insurance pursuant to the Federal Insurance Contract Act (VVG) with your contractual partner Helsana Supplementary Insurances Ltd, hereinafter referred to as "Helsana". This client information document is intended for clarification purposes only. Section 2 of the following General Insurance Conditions (GIC) prevails and is legally binding.

What does your insurance cover include?

Insured persons
As an employer, you insure your employees subject to AHV against loss of earnings due to incapacity for work as a result of illness. Please refer to your policy for information about which persons or groups of persons you have insured.

Self-employed persons can also insure themselves and their family members working with them.

Insured benefits
An entitlement to daily sickness benefits exists during incapacity for work of at least 25% that is confirmed by a doctor and caused by illness or pregnancy-related health issues.

If an illness leads to the death of an employee, Helsana will support you financially in fulfilling your legal obligation to provide continued payment of salary (in accordance with Art. 338 para. 2 of the Swiss Code of Obligations).

You can optionally offer expectant mothers and fathers additional cover by including maternity benefits and paternity leave for your employees as a supplement to the Federal Loss of Earnings Income Compensation Act (EOG).

Self-employed persons and their family members who work with them but are not subject to AHV can also include the risk of accident in the insurance.

Please refer to your policy for your individually agreed scope of benefits.

Insured income
For employees, the last effective AHV salary received from the insured company is insured, up to an upper limit specified in the policy. Any bonus, profit share or variable remuneration (e.g. commissions, allowances) are also insured if they are subject to AHV contributions.

An insured sum is agreed upon for self-employed persons and their family members who are not subject to AHV.

What do you need to know about the duration of the contract and the benefits?

Start of insurance cover
For the individual insured person, insurance cover starts on the day on which the employment relationship begins, but no earlier than the start date of the group contract specified in the policy.

Term of contract
The contract is normally concluded for 3 years. It can then be extended annually for 1 year provided a contractual partner has not received notice of cancellation 3 months prior to expiry of the contract at the latest.

End of insurance cover
Insurance cover under this policy ends in the following situations:
– if the group contract ends;
– if the employment relationship ends;
– upon reaching the regular AHV retirement age or, in the event of continued employment without interruption, upon reaching the age of 70;
– if the insured person takes up permanent residence abroad. Insured persons who continue to be subject to Swiss compulsory health insurance are excluded from this restriction.

Duration of benefits
The duration of benefits is shown in the policy and covers a maximum of 730 days. Waiting periods are included in the duration of benefits unless otherwise agreed in the policy. Upon reaching AHV retirement age, the duration of benefits is reduced to a total of 180 days.

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What should be noted and what obligations arise from the contract?

Your obligations as an employer
As an employer, you are legally obliged to inform your employees of the material content of the contract and any amendments to it, as well as the cancellation of the contract. In particular, you must inform your employees of their obligations in the event of a claim.

As an employer, you are legally obliged to inform your employees about their right to transfer to individual daily sickness benefits insurance and the associated deadline. The right of transfer means that insured persons can transfer to Helsana's individual daily sickness benefits insurance pursuant to VVG within 3 months of the end of the group insurance cover in the event of the termination of an employment relationship or the group contract. No health assessment is needed in this case. Cases ineligible for transfer are listed in Section 14.6 of the GIC below.

The daily benefits that Helsana pays in the event of a claim are for the employees unable to work. Please forward them. As the employer, you are responsible for the accounting and payment of withholding tax in accordance with the law if the daily benefits are subject to such tax.
In the case of an insured person invoking their right of direct claim or leaving the group of insured persons during the course of the claim, the daily benefits will be paid directly to them. Helsana will pay the withholding tax in this case.

Premiums must be paid punctually. This helps to keep administration and costs low and ensures seamless insurance cover. Please also assist us by submitting payroll declarations truthfully and in full within 30 days of receiving the request.

Please notify us immediately of any change in your business domicile, delivery address, type of operation or the ownership structure of your company, or if other companies or parts of companies are taken over.

Notice in the event of a claim
Cases of illness must be reported to Helsana no later than 30 days after the onset of incapacity for work. Please do not forget to submit a certificate of incapacity for work. The entitlement to benefits may be reduced or even cancelled if you notify us of the illness after this period or if the insured person does not have a certificate of incapacity for work.

Key obligations of the insured person
An entitlement to benefits exists only as long as the insured person undergoes the medically necessary treatment no later than 5 days after the onset of the incapacity for work and complies with the instructions of medical staff. A medical certificate must be submitted on a monthly basis if the incapacity for work lasts longer than 1 month.

The insured person is also obliged to provide Helsana with all the information required to clarify the entitlement to benefits and to determine the amount of benefits.

If an insured person is travelling abroad for treatment, care or childbirth, Helsana must be informed at least 5 days before departure. The same applies if the insured person is planning a vacation during their period of incapacity for work.

Breach of obligations by the insured person
Insurance benefits can be temporarily or permanently reduced or, in serious cases, refused if the insured person breaches their obligations. This will not be applied if the insured person can prove that they are not at fault.

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Important information

Agreement on facilitated transfer

Helsana is a signatory to the agreement on facilitated transfer of the Swiss Insurance Association SIA and santésuisse. You can find more detailed information on the SIA website.
On the basis of this agreement on facilitated transfer, if insured persons are entitled to more favourable conditions than those set out in the GIC below, these conditions apply.

Data protection

Insured persons enjoy the full protection of the Federal Data Protection Act and the data protection guidelines of Helsana.

The privacy policy of Helsana Supplementary Insurances Ltd may be found at www.helsana.ch/data-protection or a copy may be requested from Customer Service.

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II General Insurance Conditions (GIC)

Basic principles

Helsana Supplementary Insurances Ltd (hereinafter referred to as “Helsana”) provides the insurance benefits in its capacity as party to the insurance contract in relation to the insured persons.

1 Subject of insurance

The Group Daily Sickness Benefits Insurance of Helsana Supplementary Insurances Ltd, Zurich, hereinafter referred to as Helsana, provides insurance protection against the economic consequences of incapacity for work as a result of illness and, if contractually agreed, accidents. Maternity benefits can also be insured.

2 Basis of the contract

The following form the basis of the contract:

2.1 the policy;

2.2 the statements made by the policyholder or the insured person in the insurance application and any health declarations;

2.3 these General Insurance Conditions (GIC);

2.4 any special arrangements or agreements, insofar as these have been confirmed by Helsana in the policy as Special Insurance Conditions (BVB);

2.5 the Federal Insurance Contract Act (VVG).

3 Type of insurance

3.1 The type of insurance is shown in the policy. It may be indemnity insurance pursuant to Section 3.2 or fixed-sum insurance pursuant to Section 3.3.

3.2 In the event of a claim under indemnity insurance, only the loss that has actually occurred and can be specifically proven is compensated within the scope of the insured sum agreed.

3.3 In the event of a claim under fixed-sum insurance, the insured sum agreed in the policy is paid depending on the degree of incapacity for work. Proof of the loss that has actually occurred is not required.

4 Definitions

4.1 Illness is any impairment to physical, mental or psychological health that is not caused by an accident and which requires medical examination or treatment, or results in incapacity for work.

4.2 Accident is any sudden, unintentional damaging effect of an exceptional external force on the human body, resulting in the impairment of physical, mental or psychological health. The occupational illnesses and bodily injuries similar to accidents listed in the Federal Accident Insurance Act (UVG) are also classed as accidents.

4.3 Maternity includes pregnancy and childbirth, and the subsequent recovery time required by the new mother.

4.4 Incapacity for work is the full or partial inability to perform an acceptable form of employment in a person’s existing profession or area of activity due to impairment to physical, mental or psychological health. After 6 months, reasonable employment in another profession or area of activity is also taken into consideration.

4.5 A claim arises as a result of incapacity for work due to illness or accident. Any further incapacity for work during a claim does not constitute a new claim.

4.6 Doctors are all licensed medical practitioners, dentists and chiropractors in Switzerland or the Principality of Liechtenstein who are in possession of a Swiss or equivalent foreign diploma. In other countries, doctors are licensed holders of an equivalent certificate of proficiency entitling them to practise the profession.

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Start and end of the group contract

5 Start, duration and end of the group contract

5.1 The group contract starts on the date stated in the insurance policy or in Helsana's written confirmation of cover or confirmation of application acceptance.

5.2 If no cancellation of the contract is received by the deadline, the group contract is tacitly renewed for a further year on reaching the expiry date specified in the policy and after each subsequent year of insurance.

5.3 The group contract ends:
a) upon cancellation;
b) when the company headquarters are moved abroad or
c) when the company closes down.

6 Cancellation of the group contract

6.1 The group contract may be cancelled by the policyholder or Helsana at the earliest on reaching the expiry date stated in the policy, and subsequently at the end of any insurance year. The insurance year commences on the main premium payment date stated in the policy. Notice of cancellation must be submitted in writing to Helsana or the policyholder at least 3 months before the end of the insurance period.

6.2 In the event of a claim, the policyholder has the right to cancel the group contract. Notice of cancellation must be submitted in writing to Helsana no later than14 days after notification of the final payment for a claim has been received. The group contract ceases when Helsana receives this notice of cancellation.

6.3 Helsana waives its own right of cancellation. Waiver of the right to cancel by Helsana does not apply in the case of attempted or successful insurance fraud, forgery of documents, or if there was a breach of the duty of disclosure when the contract was initially concluded.

Scope of cover

7 Insured persons

7.1 The insurance covers the groups of persons and named persons listed in the insurance policy.

Employees

7.2 Employees are insured
- if an employment relationship exists between them and the policyholder and
- if they are subject to Old Age and Survivors' Insurance (AHV) on the basis of their employment.

Apprentices are treated in the same way as employees.

7.3 Employees who are fully able to work when they reach the regular AHV retirement age and continue to work for the insured company without interruption remain insured up to the age of 70.

For these employees, the duration of benefits is reduced pursuant to Section 18.2.

Self-employed persons

7.4 Self-employed persons and members of their families not subject to AHV must apply for inclusion in the insurance individually by means of a health declaration. With regard to reaching regular AHV retirement age, the same provisions apply as in Section 7.3.

Uninsured persons

7.5 The insurance does not cover persons
a) who work for the policyholder without a direct employment relationship, such as personnel on loan, contractors and non-employed corporate bodies of the policyholder;
b) who are domiciled abroad and employed in Switzerland but are not subject to compulsory health insurance in Switzerland due to the Agreement on the Free Movement of Persons with the European Union (EU) or the EFTA Convention.

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8 Insured earned income

Employees

8.1 For employees, the effective AHV salary stated in the policy is insured up to an upper limit (maximum insured annual salary per person). The insurance covers the percentage of the insured salary specified in the policy.

If members of the Board and executive bodies also work as employees in the insured company, remuneration included in the AHV salary in the form of Board of Directors' fees, profit shares, fixed remuneration and attendance fees is also insured.

8.2 Remuneration subject to AHV contributions that is agreed and paid out on termination of the employment relationship is excluded from the insured earned income.

Self-employed persons

8.3 For self-employed persons and members of their families not subject to AHV, a maximum of the insured sum agreed in the policy is insured.

8.4 In the event of indemnity insurance pursuant to Section 3.2, the insured person is entitled to benefits within the scope of the proven loss of income.

In the event of fixed-sum insurance pursuant to Section 3.3, the insured person is entitled to the sum insured agreed in the policy depending on the degree of incapacity for work. If contractually agreed, any third-party benefits will be offset in accordance with Section 29.

9 Continued payment of salary

Helsana contributes to the continued payment of salary owed by the policyholder in accordance with Art. 338 para. 2 of the Swiss Code of Obligations (CO) if an insured person dies as a result of an illness. The amount of compensation corresponds to the AHV salary set out in the employment contract, but no more than the maximum insured salary per person and year pursuant to the policy. In the event that benefits are agreed in the employment contract vis-à-vis the employee which differ from those set out in Art. 338 para. 2 CO, the policyholder remains liable for the difference.

10 Geographical area of validity

10.1 The insurance cover applies worldwide.

10.2 For stays outside Switzerland in countries that are not part of the European Union (EU) or the European Free Trade Area (EFTA), benefits will only be paid if a hospital stay is medically necessary and only for as long as the insured person is unable to return to Switzerland.

10.3 The requirements set out in Section 10.2 do not apply to employees posted abroad. The insurance cover for employees posted abroad is maintained as long as the compulsory insurance cover pursuant to UVG and KVG exists, subject to the provisions contained in Section 7.2 and 7.3.

Start and end of insurance cover

11 Start of insurance cover

Employees

11.1 For the individual insured person, insurance cover starts on the day on which the employment relationship begins, but no earlier than the start date of the group contract specified in the policy.

11.2 Persons who are partially or wholly unable to work on the date their employment contract starts due to an illness or accident are not covered by the insurance until they are fully able to work as per the terms of their employment contract.

11.3 Employees who receive a disability pension due to their partial disability and are employed part-time in the insured company must be fully able to work at the start of the insurance cover for the agreed part-time employment.

In the event of temporary or permanent worsening of the condition that led to the partial disability, benefits will be provided until the decision on the disability insurance pension review, but for a maximum of 180 days per claim.

Self-employed persons

11.4 For self-employed persons and members of their families not subject to AHV, the insurance cover starts on the date specified in the insurance policy.

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12 End of insurance cover

12.1 The insurance cover ceases for all insured persons upon cancellation of the group contract.

12.2 For the individually insured person, insurance cover ceases:
a) when they leave the insured group of persons;
b) when they reach normal AHV retirement age, or upon reaching the age of 70 for insured persons who continued to be covered by the insurance in the context of Section 7.3 and 7.4;
c) on the death of the insured person or
d) if the insured person takes up permanent residence abroad. Employees who continue to be subject to compulsory health insurance in Switzerland are excluded from this restriction.

13 Extended cover

13.1 For insured persons who are incapacitated for work when the insurance cover ends, the entitlement to benefits continues to apply to any ongoing claim in accordance with the provisions set out in the contract (subsequent benefit). The entitlement to extended cover lapses the moment the insured person regains full capacity for work.

Restrictions of extended cover

13.2 The subsequent benefit pursuant to Section 13.1 do not apply
a) if the contract is continued with another insurer who is responsible for continuing the provision of daily benefit payments on the basis of the agreement on facilitated transfer;
b) if the employment contract is terminated during the probationary period;
c) if the employment relationship was temporary;
d) in the event of a relapse pursuant to Section 18.3;
e) if the insured person has reached AHV retirement age, provided that continued employment beyond AHV retirement age was not agreed in writing before the onset of the incapacity for work, or
f) if the insured person has reached the age of 70.

For self-employed persons and members of their families not subject to AHV, the subsequent benefit pursuant to Section 13.1 also does not apply if they cease business activity for economic reasons that are not related to the insured incapacity for work.

14 Transferral to individual daily sickness benefits insurance

14.1 Persons leaving the insured group of persons have the right to transfer to Helsana's individual daily sickness benefits insurance pursuant to VVG within 3 months without having to undergo another health assessment. The insured persons have the same right if the group contract ceases to exist. The transfer must be requested in writing. The individual daily sickness benefits insurance begins one day after the person leaves the group of insured persons or after cancellation of the group contract.

14.2 When terminating the employment contract, the policyholder must inform the insured person of their right to transfer to the individual daily sickness benefits insurance and the time limit of 3 months. The same obligation also applies if the group contract is cancelled.

14.3 If the insured person is granted subsequent benefit pursuant to Section 13.1, the time limit for transferring to the individual insurance begins at the end of the duty to provide benefits. In this case, Helsana will notify the insured person.

14.4 Persons transferring from the group insurance to individual insurance are entitled to the same insurance cover as provided by their existing insured benefits. However, the provisions and tariffs of the individual daily sickness benefits insurance apply to the new contract. The last insured salary is used as the basis for calculating the insured salary in the individual daily sickness benefits insurance. The daily benefit may be reduced to the extent that the employment is reduced or lower earnings are achieved. For unemployed persons pursuant to Art. 10 of the Federal Unemployment Insurance Act (AVIG), the amount that would result from the unemployment benefit or the maximum insured salary is insurable in the individual daily sickness benefits insurance. The waiting period may be extended or reduced to a minimum of 30 days on request.

Fixed-sum insurance

14.5 In the event of fixed-sum insurance pursuant to Section 3.3, the daily benefit in the individual daily sickness benefits insurance is adjusted to the actual income. The provisions of the individual daily sickness benefits insurance apply dependent on the type of indemnity insurance.

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Restrictions on the right of transfer

14.6 No facilitated transfer or right of transfer exists for insured persons
a) who live abroad, unless they continue to be subject to compulsory health insurance in Switzerland;
b) who are employed on a temporary employment contract unless the person is considered unemployed pursuant to Art. 10 of the Federal Unemployment Insurance Act (AVIG);
c) if the employment relationship was terminated during the probationary period, unless the person is considered unemployed pursuant to Art. 10 of the Federal Unemployment Insurance Act (AVIG);
d) who have reached AHV retirement age or are taking early retirement;
e) if the duration of benefits under the group contract for full incapacity for work under the employment contract has been exhausted;
f) when changing jobs and transferring to the group daily sickness benefits insurance of a new employer;
g) if an insurance claim is fraudulently established (Art. 40 VVG) or
h) if the group contract is cancelled and the insurance is continued with another insurer, insofar as the new insurer is obliged to continue the insurance cover on the basis of the agreement on facilitated transfer.

Benefits

15 Benefit conditions

15.1 Under the indemnity insurance pursuant to Section 3.2, the insured person must provide proof of loss of income. No entitlement to benefits exists in the event of failure to provide proof of loss of income.

15.2 The daily benefits will be paid out proportionally to the degree of the incapacity for work, provided that there is a certified incapacity for work of at least 25%.

15.3 For partially disabled persons or employees who, as a result of their health impairment, are only employed in the insured company on a part-time basis, the incapacity for work is measured according to the degree of inability to continue their previous part-time employment.

15.4 There is no entitlement to daily benefits for work absences due to out-patient examinations or treatment.

16 Notice in the event of a claim

Claims for daily sickness benefits must be submitted to Helsana no later than 30 days after the beginning of the incapacity for work, irrespective of the waiting periods.

Following notification of illness, a certificate of incapacity for work from a doctor pursuant to Section 4.6 must always be submitted.

If the notification of illness is not given until later, the duty to provide benefits commences on the day on which the notification is received. However, the duration of benefits commences on the first day of incapacity for work.

17 Start of benefits and waiting period

17.1 The duty to provide benefits begins after expiry of the waiting period agreed in the policy. Unless otherwise agreed in the policy, this applies per claim.

17.2 The waiting period begins on the first day the incapacity for work is confirmed by a doctor, but at the earliest 5 days before the start of medical treatment. Days of partial incapacity for work are counted as full days for the calculation of the waiting period.

18 Duration of benefits and relapse

18.1 Helsana will provide the daily benefits per claim, for no longer than the duration of benefits specified in the policy. Waiting periods are included in the duration of benefits unless otherwise agreed in the policy. Any further incapacity for work during a claim does not constitute a new claim. Days of partial incapacity for work of at least 25% are counted as full days.

18.2 Insured persons who were claiming an AHV retirement pension at the time a claim was made, but at the latest upon reaching the regular AHV retirement age, will be subject to a duration of benefits of a total of 180 days rather than the duration of benefits stated in the policy.

Relapse

18.3 Recurrence of an illness or the consequences of an accident are treated as a new claim with regard to the duration of benefits and the waiting period if the insured person was not unable to work because of this illness or the consequences of this accident for at least 365 consecutive days before the relapse.

If the relapse takes place within 365 days, the pre-existing waiting period is waived and daily benefits already paid out are taken into account when calculating the maximum duration of benefits.

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Exhausting the duration of benefits

18.4 After exhausting the maximum duration of benefits for a claim, the insured person is no longer eligible to receive benefits for this claim. Any remaining ability for work remains insured if the insured person is employed within the scope of this remaining ability for work.

For persons listed by name in the policy, the previously agreed sum insured will be reduced in accordance with the degree of ability for work remaining.

18.5 After the maximum duration of benefits has been exhausted, if an illness arises that did not lead to the exhaustion of the duration of benefits, insurance cover only exists for this illness if the insured person has regained their ability to work either fully or partially in the meantime, and only within the scope of the incapacity for work caused by this new illness.

18.6 Insured persons may not prevent the duration of benefits from being exhausted by waiving their right to benefits before the end of their incapacity for work.

Fixed-sum insurance

18.7 In addition to Section 18.4, under fixed-sum insurance pursuant to Section 3.3, the agreed sum insured is reduced after exhaustion of the maximum duration of benefits in line with the last applicable degree of incapacity for work. Where incapacity for work is 100%, the insurance cover is suspended for the person concerned.

19 Interruption of benefits

If a period of incapacity for work is interrupted by being remanded in custody or enforcement of a sentence or order, no daily benefits are due for this period. The days for which no compensation is provided are counted as full days towards the duration of benefits. This also applies in the event that the entitlement to benefits is interrupted as a result of breach of obligations, suspension of benefits due to non-payment of premiums or travel abroad.

20 Travelling abroad

20.1 If the insured person goes abroad for treatment, care or childbirth without informing Helsana in advance, no benefits will be paid. This does not apply to cross-border commuters with a valid cross-border commuter permit (G permit). They may receive treatment in their country of residence.

20.2 In order to maintain the entitlement to benefits during a claim, the insured person must inform Helsana of their travel abroad in writing at least 5 days in advance. In addition, medical confirmation must be submitted stating that travel abroad will not jeopardise the healing process. Depending on the circumstances, Helsana may pay out insurance benefits for a limited period of time.

Failure to comply with these provisions will result in the loss of entitlement to benefits during travel abroad. The days for which no compensation is provided are counted as full days towards the duration of benefits.

20.3 It is possible to take regular vacation days during the incapacity for work if the attending doctor has certified that the person is able to go on vacation. The entitlement to insurance benefits is interrupted for the duration of the vacation. The days of this interruption are not counted towards the duration of benefits.

21 Unpaid leave

If the employer grants the insured person unpaid leave, the insurance cover continues provided that the contract of employment remains in force, but will not exceed a period of 7 months after the end of salary entitlements. There is no entitlement to insurance benefits and no premiums are due for the expected duration of the period of unpaid leave. If the insured person falls ill during the period of unpaid leave, Helsana counts the days from the start of the period of incapacity for work until the original date of return to work towards the waiting period and the duration of benefits. The obligations and the duty to mitigate losses pursuant to Section 23 applies.

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22 Restrictions on insurance benefits

22.1 In the event of hazardous behaviour, the insurance benefits will be reduced by at least half or may be refused entirely. Hazardous behaviour consists of actions that expose insured persons to great danger, without taking or being able to take the necessary precautions which would limit the risk to a reasonable degree. Rescue operations to assist other persons are insured even if they can be regarded as hazardous behaviour.

22.2 No insurance benefits are provided:

a) in the event of health damage resulting from exposure to ionising radiation and damage caused by atomic radiation, with the exception of damage caused by medical treatment;
b) in the event of incapacity for work as a result of operations that are not medically necessary (e.g. cosmetic surgery);
c) in the event of consequences of incidents of war
   - in Switzerland;
   - abroad, unless the insured person falls ill or has an accident within 14 days of such events breaking out in the country in which they are staying and the outbreak of warlike events in that country took them by surprise;
d) in the event of suicide, attempted suicide or self-inflicted injury in the event of a pre-existing illness or accident.

22.3 If the risk of accident is also insured, no insurance benefits will be provided in addition to Section 22.2 in the event of exceptionally dangerous activities and their consequences. In particular, such activities include:

a) participation in riots and upheavals;
b) foreign military service;
c) participation in armed conflicts, acts of terrorism, deliberate criminal actions or attempts to carry out criminal actions;
d) participation in brawls and fights, unless the insured was an innocent party or was injured by the parties to the dispute in an attempt to help a defenceless person;
e) dangers into which insured persons put themselves by severely provoking others, or
f) earthquakes in Switzerland and the Principality of Liechtenstein.

22.4 Helsana waives its legally valid right to reduce insurance benefits in the event of gross negligence. However, insured persons are not entitled to compensation for benefit reductions from other insurers.

23 Obligations and the duty to mitigate losses in the event of a claim

23.1 The insured person has an obligation to cooperate in the settlement of a claim.

Obligations

23.2 A medical certificate is valid until the next medical consultation, but for no longer than 1 month.

If the claim lasts longer than 1 month, a medical certificate on the degree and duration of the incapacity for work must be submitted to Helsana on a monthly basis.

Certificates of incapacity for work without a personal medical consultation are accepted for a maximum of 5 days.

23.3 No later than 5 days after the onset of the incapacity for work, the insured person must consult a doctor who will ensure that appropriate treatment is provided.

The insured person is also obliged to undergo additional medical examinations or evaluations deemed necessary by Helsana. These examinations will be paid for by Helsana.

23.4 The insured person must provide Helsana with all information required to clarify the entitlement to benefits and to determine the amount of benefits. In particular, the insured person may be required to submit additional supporting documents and information and to obtain medical reports and medical certificates for the attention of Helsana that are necessary for the assessment of the duty to provide benefits. Medical certificates and reports submitted to Helsana that are not written in German, French, Italian or English and not accompanied by a certified translation in one of these languages will be translated at the expense of the insured person. Helsana is also entitled to carry out visits to insured persons.

23.5 The insured person must release doctors who are treating them, or who have treated them in the past, from their duty of confidentiality vis-à-vis Helsana.

23.6 In order to maintain the entitlement to benefits during a claim, the insured person must ensure that they are available at all times. They will also ensure that they are available for medical measures and examinations ordered by Helsana and ensure uninterrupted, necessary specialist medical care.

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23.7 If it is necessary to examine business operations in order to clarify the claim, the policyholder must allow Helsana or a third party commissioned by Helsana to inspect their accounts and associated accounting records.

23.8 Provision of benefits by Helsana is conditional upon the claim being reported to other insurance companies concerned, in particular the Federal Disability Insurance. If the person who is incapable of working does not notify the other insurance companies concerned, Helsana may suspend or reduce the payment of daily payments.

From the 365th day following the onset of incapacity for work, daily benefits may be reduced by the amount of the maximum simple disability pension.

Duty to mitigate losses

23.9 The insured person must do everything to promote the recovery of their ability to work and refrain from anything that jeopardises the healing process.

23.10 Insured persons who are likely to be fully or partially incapable of working in their usual profession on a permanent basis are obliged to utilise any residual ability to work, even if this entails a change of profession. Helsana may request the insured person to change their profession and pay transitional daily benefits. A request for a change of job in the insured person's current occupation with another employer does not constitute a change of profession and does not entail any entitlement to transitional daily benefits.

24 Breach of obligations and the duty to mitigate losses

24.1 If the insured person fails to comply with the statutory or contractual obligations and the duty to mitigate losses in accordance with Section 23 above, or if they fail to comply with the deadline specified in the reminder letter, the insurance benefits will be temporarily or permanently reduced or refused. Days with reduced or no entitlement to benefits will be counted towards the duration of benefits.

24.2 The consequences pursuant to Section 24.1 also apply if an insured person withdraws from, refuses to cooperate with, or does not make a reasonable effort of their own volition to try an acceptable form of treatment or re-integration into working life which is likely to generate a considerable improvement in the person's ability to work.

24.3 The insured person will lose their entitlement to benefits if they withdraw any notifications they may have made to the other insurance companies concerned or if they waive the benefits provided by these insurance companies.

24.4 If an insured person fails to attend an examination ordered by Helsana without being excused for a valid reason, Helsana may charge the costs incurred directly to the insured person or offset them against a daily benefits claim due.

24.5 These legal disadvantages do not apply if the insured person can credibly prove that they are not at fault or that the breach had no influence on the occurrence of the event or on the scope of the benefits due from Helsana.

25 Calculation and payment of the daily benefits

Calculation

25.1 The basis for calculating the daily benefit is the last salary drawn before the start of the claim or before the relapse pursuant to Section 18.3.

If income is irregular, the average salary since the start of employment, at most over the last 12 months, will be used as the basis.

Salary adjustments due to a change in the degree of employment or general salary increases will only be taken into account if they were agreed in writing prior to the occurrence of the claim or prior to the relapse pursuant to Section 18.3.

Mandatory salary increases due to provisions of collective bargaining agreements (GAV) are taken into account.

25.2 The daily benefit amount is calculated by converting the insured salary to a full year and dividing the insured annual salary amount by 365.

Payment

25.3 The insurance benefits are due at the latest 4 weeks after the date on which Helsana receives all documents necessary to determine its duty to provide benefits. If the incapacity for work is of a longer nature, Helsana can, on request, make part payments of the accrued daily benefits, but at most once a month.

25.4 Unless otherwise agreed, benefit payments are made to the policyholder, subject to the insured person invoking their independent right of direct claim within the meaning of Art. 87 VVG.

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Withholding tax

25.5 The benefits subject to withholding tax are transferred to the policyholder in full. The policyholder is responsible for ensuring the accounting and payment of withholding tax in accordance with the law.

25.6 If the benefits are paid directly to the insured person, the withholding tax is deducted from the benefits before payment. Helsana will pay the withholding tax to the tax authorities.

26 Benefits during maternity

The duty to provide benefits in the event of illness or accident will be suspended for 8 weeks after the birth. If the insured person does not return to work before the 16th week after the birth at their own wish, the duty to provide benefits will be suspended until this point in time, subject to the insurance cover for maternity benefits pursuant to Section 27.

27 Maternity benefits and paternity leave

Maternity benefits

27.1 If maternity benefits have been agreed, the benefits paid by Helsana are defined in the policy. Self-employed persons and their family members not subject to AHV may not include maternity benefits in the insurance.

27.2 The entitlement to benefits begins on payment of maternity benefits pursuant to EOG. The duration of benefits may not be interrupted and simultaneous entitlement to a daily sickness benefits is excluded. In all other respects, the conditions for entitlement pursuant to EOG apply. With regard to overcompensation, Section 29.1 applies.

27.3 The insured person is eligible for benefits if they were insured for maternity benefits with Helsana or a previous insurer for at least 270 consecutive days at the time of the birth.

Paternity leave

27.4 If maternity benefits are agreed, paternity leave benefits may also be included in the insurance. If so, they are defined in the policy.

28 Profit from insurance

28.1 All benefits that exceed full cover of the insured person's loss of income are deemed to be profit from insurance. This excludes benefits from fixed-sum, endowment and annuity insurance policies concluded as part of unrestricted retirement provision.

28.2 The entitlement to daily benefits only exists to the extent that the insured person accrues no profit from the insurance. Benefits that result in profit from insurance for the insured person will be reduced to the upper limit pursuant to Section 28.1 by Helsana. Days with reduced benefits are counted as full days towards the duration of benefits.

29 Third-party benefits

29.1 Third-party benefits include, but are not limited to, benefits from domestic and foreign social and private insurers (including daily sickness benefits insurers pursuant to KVG), pension funds of any kind (compulsory or non-compulsory) and liable third parties.

Benefits provided together with third-party benefits may not lead to overcompensation of the insured person. The limit for overcompensation is the amount of insured benefits specified in Section 8.

As a result, Helsana's duty to provide benefits is restricted to the difference between the third-party benefits and the above-mentioned limit for overcompensation.

Daily sickness benefits are provided subsequent to third-party benefits.

If other indemnity insurance companies only have a subsidiary duty to provide benefits as well, Helsana will pay its benefits on a pro rata basis.

29.2 When providing benefits in accordance with disability insurance, Helsana requests reimbursement directly from the Federal Disability Insurance as from the date on which the daily benefits or pension starts. The amount of this reimbursement corresponds to the amount of overcompensation as per Section 29.1.

29.3 Days with reduced benefits are counted as full days towards the duration of benefits.

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30 Pledging and assigning of benefits, right of recourse

30.1 Benefits cannot be legally pledged or assigned to third parties without the consent of Helsana.

30.2 Helsana's duty to provide benefits will cease if the policyholder or insured person concludes a legally valid settlement with liable third parties by which they waive insurance or compensation benefits without Helsana's prior consent.

Premiums

31 Basis for premium calculation

31.1 Unless otherwise stipulated in the contract, the income subject to AHV contributions earned at the insured company is applicable for the premium calculation, taking into account the maximum insured annual salary per person. Remuneration pursuant to Section 8.2 is excluded from this.

Salaries or parts of salaries on which no AHV contributions are charged due to the age of the insured persons are also considered to be income subject to premium payments provided that the persons concerned are covered by the insurance.

31.2 For self-employed persons and members of their families not subject to AHV, the insured sum agreed in the policy applies for the premium calculation.

32 Payment of premiums

32.1 The premiums are paid by the policyholder for the whole period of insurance in advance. Helsana may charge a surcharge for payment in instalments.

32.2 When calculating the premium for employees, the advance premium is calculated on the basis of the expected salaries and adjusted at the beginning of the following year based on the final payroll statements.

32.3 During a period of incapacity for work, the insured person is freed from the obligation to make premium payments to the extent of the benefits provided under the group contract. However, this does not apply to self-employed persons and members of their families not subject to AHV.

33 Payroll declaration

33.1 Helsana requests the policyholder to declare the final payroll amounts at the end of each year. Helsana will send the policyholder a request for a payroll declaration. The policyholder must complete and submit the declaration truthfully and in full within 30 days. Helsana then determines the final premium for the year.

33.2 If the policyholder does not fulfil their obligation by returning the completed payroll declaration form, the premiums will be determined by means of an estimate. If it later becomes apparent that these premiums were too low, the policyholder will owe Helsana both the difference and 5% interest on arrears.

33.3 Helsana or third parties appointed by Helsana have the right to inspect the payroll accounting of the policyholder or to request copies of their AHV statements.

34 Late payment

If the policyholder does not fulfil their obligation to pay, they will receive a written reminder to make payment within 14 days of the date of the reminder together with notification of the consequences should they continue to default on their payments.

If the reminder is unsuccessful in producing payment, the duty to provide benefits ceases on expiry of the reminder period. If Helsana does not make legal claim to the outstanding premiums plus additional costs within 2 months of expiry of the reminder period, the contract is deemed to have expired.

35 Refund of premiums

35.1 If the premium has been paid in advance for a set insurance term and the contract is cancelled for legal or contractual reasons before the end of this period, Helsana will reimburse the premium proportionally to the unexpired part of the insurance year.

35.2 The insurance year commences on the main premium payment date stated in the policy and lasts for 1 year.

36 Offsetting of benefits and refund obligation

36.1 The policyholder and the insured persons are not entitled to offset outstanding premiums against entitlement to benefits.

36.2 Any benefits received by the policyholder or the insured person without entitlement must be refunded to Helsana.

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37 Insurance with surplus sharing

37.1 If the insurance has been concluded with surplus sharing, the policyholder receives a contractually agreed share of the surplus accrued from their contract after 3 full insurance years.

37.2 The surplus is determined from the applicable premium share for the final premiums paid in the relevant statement period minus the benefits attributable to the statement period.

37.3 Any loss accrued will not be carried forward to the next accounting period.

37.4 If claims are subsequently reported after settlement has been made or further payments are made that fall within the closed statement period, Helsana may prepare a new statement of surplus sharing and reclaim any surplus shares paid in excess.

37.5 In the event of contract cancellation before the end of an accounting period, the right to surplus sharing expires.

38 Alteration to premium tariff

In the event of changes in the premium tariff, Helsana may adjust contracts within a tariff type at the end of the contract or during the term of the contract at the end of a year to take account of the changed premium situation. Helsana will notify the policyholders in writing of any alterations at least 60 days before the end of the year. If the change in the premium tariff leads to an increase in the premium rate, the policyholder may terminate the contract at the end of the insurance year if they are not in agreement with this increase. If Helsana does not receive written notice of termination by the last day of the insurance year at the latest, this will be deemed as consent. A reduction in the premium rate does not lead to any extraordinary right of termination.

39 Alterations to premium rate and tariff type

39.1 Helsana uses two different tariff types for its insurance policies. The tariff type applied in the contract is stated in the policy.

In the event that a fixed tariff is used, the tariff is applied without taking into account the individual claims history. Premiums can be adjusted on the basis of alterations to the premium tariff at the end of the contract or during the term of the contract at the end of a year.

In the event that an experience-based tariff is used, the tariff is applied taking the individual claims history into account. The observation period includes the last 3 full insurance years and the current insurance year. Client-specific risk criteria such as claims tendencies, ongoing claims and unfavourable claims prognoses may lead to client-specific adjustments in the calculation. The premiums may be adjusted depending on the claims history at the expiry of the contract or if alterations are made to the premium tariff.

39.2 For self-employed persons and their family members, provided they are not subject to AHV, the premium rates may be adjusted at any time at the end of the insurance year to the tariffs applicable to the current age of the insured persons.

39.3 Helsana will notify the policyholder of the new premium rates or the alteration to the tariff type no later than 60 days before the end of the period of insurance (main premium payment date). In the event of an increase in premiums or an alteration to the tariff type, the policyholder may terminate the contract at the end of the current insurance year if they are not in agreement with this increase or alteration. Notice of termination must be submitted to Helsana in writing by the last day of the insurance year at the latest. If the policyholder fails to terminate the contract, they will be deemed to have agreed to the continuation of the contract in its existing scope with the new premium rate or the new tariff type.

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Final provisions

40 Notices and duty to inform

40.1 To the policyholder: All notices to the policyholder or the delivery address designated by the policyholder must be directed to the last address known to Helsana in Switzerland.

40.2 To the insured persons: All notices to insured persons must be sent by the policyholder. The policyholder has a duty to inform insured persons about key aspects of the contract, any amendments to it and its cancellation. The insurer will provide the policyholder with the necessary documentation for their information.

40.3 To Helsana: All notices should be sent directly to Helsana at the address stated in the policy, in German, French, Italian or English. A certified translation must accompany documents in other languages.

40.4 If a policyholder changes their business domicile, delivery address, type of operation or the ownership structure of the company, or if it takes over other companies or parts of companies, they must notify Helsana immediately in writing.

41 Data protection

41.1 The privacy policy of Helsana Supplementary Insurances Ltd may be found at www.helsana.ch/data-protection or a copy may be requested from Customer Service.

41.2 Helsana processes data in particular for the purpose of assessing the risk to be insured, calculating or preparing quotes, issuing policies, during the payroll declaration process, in the event of account or address changes, and in order to offer individual products and services from Helsana and partner companies (listed by name on the Helsana website).

41.3 If Helsana appoints a service provider to process data, Helsana will ensure that the latter only processes data as Helsana itself is permitted to do.

41.4 To the extent necessary and in accordance with the applicable data protection standards, Helsana may forward data to third parties involved in the processing of the contract and, for the purpose of changing insurers, disclose data to an insurance company that is party to the agreement on facilitated transfer for group daily sickness benefits insurance on the basis of this agreement.

42 Place of jurisdiction

Jurisdiction for disputes arising from the insurance contract lies with the courts at the Swiss place of residence or registered office of the policyholder, the insured person or the beneficiary.

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