MONETA

SUPPLEMENTARY INSURANCE CONDITIONS FOR DAILY BENEFITS INSURANCE UNDER THE KVG.

Version 2020, valid as of 1 January 2020

BECAUSE HEALTH IS EVERYTHING SWICA

The General Insurance Conditions (GIC) for healthcare and daily benefits insurance under the KVG apply in full to these SIC MONETA. In case of any contradictions, the SIC take precedence over the GIC.

I Scope

Art. 1 Purpose

1. The Insurer manages voluntary daily benefits insurance under the KVG. The Insurer grants cover against the economic consequences of illness, maternity and accident within the scope of the agreed benefits.
2. The insured benefits are shown in the policy.

Art. 2 Enrolment conditions and provisos

1. Every natural person who has passed his fifteenth birthday but not yet reached his 65th birthday and resides under civil-law in Switzerland or is gainfully employed there can take out daily benefits insurance under the KVG from the Insurer.
2. The minimum daily benefits amount is 2 francs per day; the maximum amount is 40 francs per day.
3. Eligibility for daily benefits insurance depends on the answers to questions about the state of health. The Insurer can therefore ask the applicant to present a medical certificate about his state of health. The insurance application expires if the applicant fails to submit such a medical certificate within two months.
4. The Insurer can exclude health impairments, as well as pregnancy and maternity, that may exist at the time of enrolment from the insurance in the form of a proviso. The same applies to prior illnesses and the effects of accidents that could result in a relapse. Any such proviso applies for at maximum five years.
5. In the case of increased insurance, the enrolment conditions (age limit, proviso) apply by extension.
6. If the applicant fails to disclose any illness, accident or pregnancy at the time of enrolment, the Insurer can exclude such retroactively with a proviso, demand repayment of any benefits that were paid, and refuse to cover outstanding benefits.

Art. 3 Freedom of movement

1. The Insurer grants the right to freedom of movement within the scope of statutory provisions.
2. The insured person must use his right within three months after having been notified by the previous insurance company.
3. Daily benefits paid by the current insurance company will be applied for the duration of eligibility to such benefits.

Art. 4 Reduction / end of insurance

1. A reduction in insurance can be requested in writing to the end of every month.
2. Except in the case of reasons as laid out in Art. 15 of the GIC, the insurance ends
   a. through written notification and by observing a three-month notice period to the end of a calendar year;
   b. when entitlement to benefits under the benefit obligation / participation right ends;
   c. when the residence or employment status in Switzerland no longer lies within SWICA's area of activity;
   d. at the end of the calendar year in which the insured person becomes eligible for benefits from an AHV retirement pension;
   e. when an exclusion comes into effect;
   f. when switching to the employer's mandatory daily benefits insurance by means of written notification and by observing a one-month notice period;
   g. when the insured income from gainful employment ends through written notification and by observing a one-month notice period.
3. Exclusion from daily benefits insurance is possible if the insured person is proven to have behaved in an abusive or inexcusable manner and it is no longer reasonable for the Insurer to continue the insurance. The insured person must be informed about this measure in advance.
   Abusive behaviour in particular includes:
   a. Entering untruthful information in the insurance application
   b. Disregarding a doctor's instructions
   c. Defaulting on premium payments after unsuccessful payment requests

Art. 5 Territorial validity

1. The insurance is valid only in Switzerland.
2. Insured persons who become ill while abroad are eligible for benefits for ten days. In the case of hospitalisation, this period extends for as long as necessary for medical reasons.
3. If an incapacitated insured person goes abroad without SWICA's approval, entitlement to benefits is suspended for the duration of the stay.

II Benefits

Art. 6 Entitlement to daily benefits

1. If a doctor finds that the insured person is unfit for work, SWICA will pay the insured daily benefits up to the documented amount in lost earnings if the person is fully incapacitated.
2. If the person is partially incapacitated starting at 50% of full capacity, SWICA prorates its daily benefits based on the degree of incapacity.
3. If the insured person is not gainfully employed and does not receive unemployment compensation, the documented salary amounts or lost earnings up to the insured amount of 40 francs per day do not make SWICA liable for benefits.
4. If the insured person is deemed to be unemployed in accordance with Art. 10 of the Unemployment Insurance Act (AVIG), SWICA pays benefits up to the level of forgone unemployment compensation as follows:
   a. No daily benefits if incapacity for work is less than 25%
   b. Half the daily benefits if incapacity for work is more than 25% but at maximum 50%
   c. Full daily benefits if incapacity for work exceeds 50%
5. After an extended period of incapacity for work, a reasonable job in another profession or remit will also need to be considered when determining incapacity for work and entitlement to daily benefits.
6. If incapacity for work can be attributed only partially to an insured illness or accident, benefits are prorated based on a medical opinion.
7. Benefits can be reduced or refused in serious cases if the insured person
   a. causes or aggravates the condition from the illness or accident intentionally or commits a crime or misdemeanour,
   b. withdraws from arrangements to undergo a reasonable treatment or examination, refuses to do so, or fails to reasonably contribute towards such of his own accord,
   c. disregards the statutory provisions or the provisions of the GIC or Supplementary Insurance Conditions,
   d. commits or attempts to commit insurance fraud. In this case, the insured person must cover any costs the Insurer incurs from the enquiries.
8. In all other respects, the statutory provisions apply.

Art. 7 Waiting period and start of benefits

1. If the insured person becomes incapacitated and remains so even after the agreed waiting period ends, SWICA covers the agreed daily benefits for the documented amount in lost earnings for the continued duration of incapacity for work.
2. In amendment of Art. 17 para. 2 "Insured benefits" of the GIC, entitlement to benefits begins on the day of the confirmed incapacity for work, at the earliest after the waiting period ends.
3. The waiting period must be calculated once per calendar year. It begins on the day when a doctor confirms incapacity for work of at least 50%.
4. If incapacity for work due to the same illness continues into the new calendar year, no new waiting period is calculated for incapacity for work.

Art. 8 Duration and end of benefit period

1. On expiry of a waiting period, daily benefits are paid for at maximum 720 days within a period of 900 consecutive days.
2. The benefit period is reduced by the agreed waiting period if the employer is obligated to continue its salary payments for this period.
3. Supplementing the termination reasons laid out in Art. 4 para. 2, entitlement to benefits ends when the person is able to resume working at more than 50% of full capacity.
4. The insured person may not draw out the end of the benefit period by forgoing daily benefits while the confirmed period of incapacity for work is in effect.

Art. 9 Calculation of lost earnings

1. The agreed daily benefits fall under indemnity insurance. Daily benefits are reduced to the extent that they differ from the documented lost earnings. The insurance does not cover lost earnings that exceed the agreed amount in daily benefits.
2. Documented lost earnings include the most recent AHV gross salary received before incapacity for work began, plus any family supplements that are generally granted for children, persons in training, and households within the range that is customary for the location and sector. This salary is annualised and divided by 365.
3. If the documented lost earnings fluctuate strongly (e.g. the person works by the hour, does temp work, works on commission, helps out on an irregular basis), daily benefits are calculated as follows: The AHV salary earned during the last twelve months before the illness-related incapacity for work began – plus any family supplements that are generally granted for children, persons in training, and households within the range that is customary for the location and sector – is annualised and divided by 365.

Art. 10 Maternity

1. In the case of pregnancy and confinement, SWICA covers the same benefits as for illness, provided the insured person was covered for at least 270 days and without an interruption of more than three months.
2. The insured person is entitled to daily benefits for 16 weeks, of which at least eight weeks must be after the confinement. This time will be offset against any agreed waiting period.
3. Maternity benefits are not offset against the benefit period as laid out in Art. 7 "Waiting period and start of benefits."

Art. 11 Tax at source

For insured persons subject to tax at source, the tax is deducted from the benefits.

III Miscellaneous

Art. 12 Notification period of an illness

1. Claims for daily benefits must be filed within five days after the waiting period ends. If a waiting period of more than 30 days has been agreed, notification must be sent at the latest after 30 days of incapacity for work. A medical certificate must be submitted with the claim. The insured person bears the costs incurred.
2. If the sick note is delayed, the date on which it reaches the Insurer counts as the first day of incapacity for work. The waiting period is calculated as of that date.

Art. 13 Obligations of the insured person

The insured person must do his utmost to assist in managing the illness and its consequences. Under the obligation to minimise loss, the insured person must refrain from any activity that is incompatible with his incapacity for work or eligibility for daily benefits and that delays the recovery. The doctors who treat or have treated the insured person must be released from their professional non-disclosure obligations towards the Insurer.

Art. 14 Consultation by an approved doctor

1. In case of illness, the insured person must contact an approved doctor and arrange for proper treatment. Furthermore, the insured person must follow the orders of the doctor and nursing staff.
2. The Insurer can demand an examination by a doctor it appoints. In this case, the Insurer covers the travel expenses of the lowest-cost means of public transport plus other expenses in accordance with the guidelines of the Swiss Accident Insurance Organisation (Suva).

Comment

These Supplementary Insurance Conditions (SIC) are valid for:
PROVITA Health Insurance Ltd, Römerstrasse 38, 8400 Winterthur

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