SALARIA

# GENERAL INSURANCE CONDITIONS (GIC) UNDER THE FEDERAL INSURANCE CONTRACT ACT (VVG).

Version of 2025, valid from 1 January 2025

BECAUSE HEALTH IS EVERYTHING SWICA

## CUSTOMER INFORMATION

**Before you purchase any insurance, we would like to highlight some key aspects of the contract that are particularly important to us.**

The insurance contract is based on the documents referred to in the provisions concerning the general contractual bases in the General Insurance Conditions below. Look out for this symbol in the General Insurance Conditions below: 

Please ask someone to explain the marked text passages before you sign the contract. The symbol draws attention in particular to the following points:

- Who is the insurance carrier?
- Who can take out insurance?
- What is insured and what is not covered by the insurance?
- What are the policyholder's obligations?
- When is an insured person entitled to benefits?
- How long does the agreement run?
- What data is processed by whom and for what purpose?

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# DAILY BENEFITS INSURANCE UNDER THE VVG.

## I. GENERAL CONTRACTUAL BASES

### ART. 1 GENERAL

1. The insurance carrier is SWICA Insurances Ltd., Römerstrasse 37, 8401 Winterthur, hereinafter referred to as SWICA.
2. This contract is based on:
   a) These General Insurance Conditions (GIC), any supplementary conditions and the conditions in the policy and any supplements;
   b) The Federal Insurance Contract Act (VVG, SR 221.229.1) of 2 April 1908 for matters which are not covered by the contractual bases referred to under para. a). If the provisions below conflict with the binding provisions of the VVG, the latter take precedence;
   c) All written contractual agreements between SWICA and the policyholder.

## II. SCOPE OF INSURANCE COVER

### ART. 2 ❗ WHAT DOES THE INSURANCE COVER CONSIST OF?

1. SWICA grants insurance cover against the financial consequences of disease and childbirth as part of the agreed benefits. It pays policyholders for verified loss of earnings and income up to the maximum of the insured daily benefits.
2. For housewives and househusbands, proof of loss of earnings and income up to the insured amount of 40 francs is not a prerequisite for SWICA's obligation to pay benefits.
3. Daily sickness benefits insurance is a form of indemnity insurance.

### ART. 3 HOW IS ILLNESS DEFINED?

An illness is any impairment of physical or mental health which is not the consequence of an accident (as defined in Art. 28 para. 2 of these GIC) and which requires a medical examination or treatment or which results in incapacity for work.

### ART. 4 WHO IS INSURED?

All persons who have their legal place of residence in Switzerland and have reached the age of 15 but not yet reached the age of 65 can take out daily benefits insurance based on their earning capacity.

### ART. 5 WHERE DOES THE INSURANCE APPLY?

1. The insurance is limited to Switzerland.
2. Policyholders who fall ill abroad can claim benefits for ten days. This does not apply to hospital stays that are necessary for medical reasons.
3. Policyholders who are unfit for work and who go abroad without SWICA's approval are not entitled to benefits while abroad.
4. For cross-border commuters, the restrictions set out in paras. 1–3 apply only to stays outside the border region. The border region is defined as the place of residence of the cross-border commuter as specified in their cross-border commuter permit.

### ART. 6 WHAT HAPPENS IN THE CASE OF ILLNESS DUE TO GROSS NEGLIGENCE?

SWICA waives its statutory right to reduce benefits if the policyholder caused the illness through gross negligence.

### ART. 7 ❗ IN WHAT CASES IS THERE NO INSURANCE COVER?

Benefit entitlement does not apply in the case of:

a) Illnesses that are covered under statutory accident insurance (UVG).

b) Health impairment through exposure to ionising radiation; damage from nuclear energy. However, health impairments through medically prescribed radiation treatment due to an insured illness are insured.

c) Illnesses resulting from warlike incidents or acts of terrorism. If the policyholder suddenly finds himself* faced with such an event outside of Switzerland, insurance cover applies for 14 days after the first occurrence of this event.

## III. INSURANCE BENEFITS

### ART. 8 ❗ WHEN DOES ENTITLEMENT TO DAILY BENEFITS APPLY?

1. If a doctor finds that the policyholder is fully incapacitated for work, SWICA pays the insured daily benefits up to the verified amount in lost earnings.
2. In the case of partial incapacity for work of at least 25%, daily benefits are prorated to the corresponding level.
3. After each birth, the obligation to pay benefits is suspended for eight weeks. Cover for birth benefits is reserved.

### ART. 9 HOW IS INCAPACITY FOR WORK DEFINED?

Incapacity for work is defined as the full or partial inability to do work that can be reasonably expected of the person in connection with his job or area of responsibility at the time owing to impaired physical or mental health. After three months of incapacity for work, a reasonable activity in another occupation or area of activity must also be considered.

### ART. 10 ❗ HOW IS THE WAITING PERIOD CALCULATED AND WHAT COUNTS AS A RELAPSE?

1. The waiting period starts on the first day of medically determined incapacity for work of at least 25%, but no earlier than three days before the first medical treatment. The waiting period applies in every new case of illness. Days of partial incapacity for work of at least 25% count as whole days when calculating the waiting period.
2. With respect to waiting periods and benefit terms, the following count as a new case of illness:
   - The recurrence of an illness (relapse) which has not caused the policyholder to be incapacitated for work during the previous twelve months;
   - a new illness that sets in when the policyholder has fully resumed work for at least two months after having been incapacitated.

### ART. 11 ❗ FOR HOW LONG ARE DAILY BENEFITS PAID?

1. Daily benefits are paid for 720 days during a period of 900 consecutive days, including a possible waiting period. Daily benefits already received are carried over on transfer from group to individual daily benefits insurance.
2. Days of partial incapacity for work of at least 25% count as whole days when calculating the benefit period.
3. If an additional illness sets in during a current case of illness, the days of the initial case that are eligible for benefits are factored into the benefit term.
4. Starting at AHV retirement age, daily benefits are paid for a maximum of 180 days for all current and future insured events, but not past the age of 70. In cases of incapacity for work at AHV retirement age, entitlement to benefits ends unless the policyholder proves that the employment relationship would have continued if incapacity had not set in.
5. The benefits obligation ends when insurance cover ends (subject to periodic benefit obligations within the meaning of Art. 35c VVG if the contract is suspended).

*To enhance readability, this document uses only the masculine form. This applies to all gender-specific terms in the document.

### ART. 12 WHEN DOES ENTITLEMENT TO BIRTH BENEFITS APPLY?

1. Childbirth benefits that are included in the insurance are paid for every birth for 56 days. Any agreed waiting period is not counted towards the benefit period.
2. If the birth benefit insurance for the mother has been in place for less than 270 calendar days at the time of birth, no birth benefit will be paid.
3. Childbirth benefits from statutory social insurance are offset against SWICA's benefits from birth benefit insurance. SWICA's obligation to pay daily sickness benefits is suspended for as long as the policyholder receives benefits from SWICA's birth benefit insurance or from a statutory social insurer.
4. The birth benefit is not factored into the benefit period defined in Art. 11, para. 1.

### ART. 13 UNEMPLOYMENT

1. If the policyholder is unemployed in accordance with Art. 10 of the Unemployment Insurance Act (AVIG), SWICA pays benefits up to the level of lost unemployment benefits as follows:
   a) Half the daily benefits in case of incapacity for work of more than 25%;
   b) the full daily benefits amount in case of incapacity for work of more than 50%.
2. Unemployed policyholders have the unconditional right to convert their current daily benefits insurance into an insurance of the same value with a 30-day waiting period subject to an adjustment in the premium.

## IV. BEGINNING AND TERM OF INSURANCE COVER

### ART. 14 BEGINNING OF INSURANCE

The insurance begins as soon as SWICA issues the certificate of insurance or declares its acceptance of the application, but not before the date agreed on and stipulated in the certificate of insurance.

### ART. 15 RIGHT OF REVOCATION

1. The applicant can revoke the application to SWICA to conclude the contract or the declaration of acceptance of the contract in writing or another form that permits text-based verification (in accordance with the contact details on the insurance policy).
2. The revocation period is 14 days and begins as soon as the policyholder has applied for or accepted the contract.
3. The deadline is met if the policyholder notifies SWICA of his revocation on the last day of the revocation period or delivers his declaration of revocation to the post office. The right of revocation does not apply to group personal insurances, provisional cover notes, and agreements with a term of less than one month.
4. Revocation voids the application to conclude the contract or the policyholder's declaration of acceptance from the start. Any benefits that have been received must be refunded.

### ART. 16 ! EXCLUSION OF COVER/REJECTION

1. Illnesses that exist or previously existed at the time of acceptance can be excluded (exclusion of cover). If information about illnesses was withheld at the time of acceptance, the exclusion can be applied retrospectively. SWICA can refuse to enter into a contract without giving reasons.
2. There is no entitlement to benefits for illnesses that are subject to an exclusion clause. The same applies if information about illnesses was withheld at the time of acceptance.
3. SWICA can demand a medical examination whenever new insurance is purchased or cover is increased. The signature on the application authorises SWICA to obtain the information it needs from authorities, doctors and third parties.
4. If material facts that the person subject to the disclosure obligation knew or should have known are falsified or omitted in the application, SWICA can terminate the contract in writing or another form that permits text-based verification within four weeks of becoming aware of the breach of the disclosure duty and reclaim, to the extent permitted by law, all benefits relating to the breach from when the contract began. The contract ends as soon as notice of termination reaches the policyholder.
5. In the case of increased insurance, the same provisions apply as for new enrolments.

### ART. 17 WHEN CAN THE INSURANCE BE ADJUSTED?

Insurance cover can be reduced at the end of a month. A reduction of the insured daily benefits amount while benefits are being paid is possible only by mutual agreement.

### ART. 18 ❗ WHEN DOES THE INSURANCE END?

1. The policyholder can give ordinary notice of termination on the daily benefits insurance to the end of a calendar year. In this case, a three-month notice period applies. For termination to be valid, notice must reach SWICA's reception area by 17:00 on the last workday before the three-month notice period ends (stamp date does not serve as reference date). SWICA does not have this ordinary right of termination under the VVG.
2. The policyholder can terminate the daily benefits insurance following a period of incapacity for work for which SWICA pays benefits. The policyholder can terminate the relevant part of the contract no later than 14 days after having received the benefit payment. Cover ends 14 days after the notice reaches SWICA. SWICA does not have this ordinary right of termination under the VVG.
3. The insurance ends, even without notice, if the policyholder's usual place of residence is abroad for more than three months. Cross-border commuters can remain insured as long as they receive unemployment benefits and suffer a verifiable loss of earnings due to incapacity for work.
4. In addition, daily benefits insurance ends
   a) when unemployment insurance benefits end;
   b) when the person reaches the statutory (AHV) retirement age. However, this does not apply if the person continues to work in a permanent job and is fully fit for work so that an illness results in a verifiable loss of earnings. Daily benefits insurance ends definitively if such a policyholder has received benefits for 180 days after reaching AHV retirement age;
   c) on death;
   d) when the right to such benefits no longer applies.

### ART. 19 WHAT HAPPENS AFTER THE INSURANCE ENDS?

1. Cover does not include the consequences of illnesses as well as of sequelae and relapses that occur after the insurance ends.
2. ❗ In principle, entitlement to benefits ends when the contract ends (subject to periodic benefit obligations within the meaning of Art. 35c VVG).

## V. OBLIGATIONS IN A CASE OF AN ILLNESS

### ART. 20 NOTIFICATION PERIOD OF AN ILLNESS (NOTICE OF CLAIM)

1. Claims for daily benefits must be submitted within five days from when the waiting period ends. If a waiting period of 30 days or more has been agreed, notification must be submitted at the latest 30 days after the onset of incapacity for work or occupational disability. In the event that the contractually agreed waiting period does not apply, the notification periods for submitting a claim remain unchanged. The agreed, but waived, waiting period will be taken into account as if it were applicable when calculating the period within which a claim must be submitted. A medical certificate must be submitted with the claim. The policyholder bears the costs incurred.
2. The benefit can be reduced by the amount in which it would be lower if notification had been sent in good time or if notification is culpably delayed or omitted altogether – unless it is proven, based on the circumstances, that the omission or delay of such notification was neither party's fault or the policyholder proves that the delayed or omitted notification had no influence on the event in question and the benefit amount that SWICA owes.
3. If the illness lasts for longer than one month, SWICA requires a monthly report on the level and duration of the incapacity for work. In this case, SWICA pays daily benefits on a monthly basis.

### ART. 21 POLICYHOLDER'S OBLIGATIONS

The policyholder must do his utmost to assist with clarifying the illness and its consequences. Under the obligation to minimise damage, the policyholder must refrain from any activity that is incompatible with his incapacity for work or eligibility for daily benefits and that jeopardises or delays recovery. The doctors who treat or have treated the policyholder must be released from their non-disclosure obligations towards SWICA.

### ART. 22 INVOLVEMENT OF A LICENSED DOCTOR

1. After the onset of the illness, the policyholder must consult a licensed doctor as soon as possible and seek appropriate specialist treatment. The policyholder must follow the orders of the doctor and nursing staff.
2. SWICA can demand an examination by a doctor it appoints. In this case, SWICA covers the travel expenses for the most economical means of public transport and other expenses in accordance with the guidelines of the Swiss National Accident Insurance Fund (SUVA).
3. SWICA has the right to visit patients and request additional documents and information, in particular medical certificates.
4. A policyholder's benefits can be temporarily or permanently reduced or refused if he quits or resists reasonable treatment or integration into gainful employment promising a significant improvement in earning capacity or a new earning opportunity, or if he does not contribute of his own accord what can reasonably be expected of him.

### ART. 23 OBLIGATION TO MINIMISE DAMAGE

1. Policyholders who are unable to work in their usual occupation must look for another line of work within three months or register with the disability or unemployment insurance.
2. If the residual capacity for work is unused, daily benefits are calculated by taking into account the policyholder's duty to minimise loss.
3. If the policyholder fails to register with the unemployment or disability insurance, SWICA has the right to discontinue its daily benefits. Possible benefits that are due are calculated based on the assumed amounts due from these insurances.

### ART. 24 WHAT IF THE POLICYHOLDER CAN ALSO CLAIM BENEFITS FROM THIRD PARTIES?

1. If the policyholder is also entitled to benefits from public or private insurers or if a liable third party has paid such benefits, SWICA supplements the amount paid so far up to the insured daily benefits that are due.
2. If the decision on a disability (IV) pension is still pending, SWICA can voluntarily advance the insured daily benefits. In this case, SWICA will reclaim any excess benefits paid from the beginning of the entitlement period. The advance payment, if any, is made expressly on condition that the amounts are offset against Federal Disability Insurance (IV) benefits. The offset amount is prorated based on the disability (IV) pension granted for the same period and applied without the policyholder's additional authorisation.
3. SWICA pays daily benefits, as part of its voluntary advance on behalf of a liable third party, to cover lost earnings only if the eligible claimant's or policyholder's claims have been assigned to it by means of a written statement.
4. In the case of multiple policies with concessioned companies covering lost earnings, the insured loss of earnings from this contract are prorated to the benefits amount that all insurers jointly have guaranteed.
5. SWICA's benefit obligation ends if the policyholder settles with a third party without first obtaining SWICA's consent.
6. SWICA is under no obligation to pay benefits if the policyholder fails to claim benefits from a third party in good time or makes no effort to collect them.
7. The policyholder must inform SWICA immediately about the nature and amounts of any third-party benefits.

### ART. 25 CONSEQUENCES OF FAILING TO MEET OBLIGATIONS IN CASE OF AN ILLNESS

If the obligations laid out in Art. 20–24 are ignored, SWICA can reduce or refuse its benefits, unless there is proof that the failure to meet such obligations was not negligent and had no influence on the diagnosis and consequences of the illness.

## VI. PREMIUM

### ART. 26 WHEN ARE PREMIUMS DUE?

Premiums must be paid in Swiss francs on the first day of the month of each payment period.

### ART. 27 LATE PAYMENT

1. If the premium fails to reach SWICA within one month of the due date, SWICA will send a reminder requesting that payment be made within 14 days of the reminder date. If the reminder is of no effect, the obligation to pay benefits is suspended as of the end of the reminder period.
2. SWICA can reclaim expenses incurred on account of defaulting policyholders, such as the cost of reminders, debt collection fees and interest on arrears, etc. and offset them against claims for compensation.

## VII. ADDITIONAL PROVISIONS

### ART. 28 ACCIDENT INSURANCE

1. If cover for daily accident benefits has been agreed, SWICA also covers the financial consequences of accidents, accident-like bodily injuries and occupational illnesses, in addition to Art. 2 of these GIC.
2. The insurance covers occupational accidents, accident-like bodily injuries, occupational illnesses and non-occupational accidents that occur or are caused during the supplementary insurance contract term. The definitions of accidents, accident-like bodily injuries and occupational diseases as used in the context of statutory accident insurance (UVG) apply.
3. If the policyholder caused the accident while committing a misdemeanour or crime, the insured daily benefits are reduced in accordance with UVG practice.
4. There is no entitlement to insured benefits for accidents that:
   a) The policyholder caused intentionally;
   b) result from earthquakes in Switzerland;
   c) result from warlike events in Switzerland;
   d) result from warlike events abroad. However, if the policyholder suddenly finds himself faced with such an event in the country in which he is staying, insurance cover remains in effect for 14 days from the start of the war;
   e) occur while the person serves in a foreign military;
   f) result because the policyholder commits or attempts to commit a crime;
   g) result from unrest of any kind and measures taken against it, unless the policyholder proves that he was not an active perpetrator and did not contribute to its incitement;
   h) result from participation in motor vehicle races or rallies, including training runs;
   i) result in impaired health due to ionising radiation or the effects of nuclear energy. The insurance does, however, cover damage to health caused by medically prescribed radiotherapy administered because of an insured accident. The insurance also covers damage to health as a result of exposure to radiation in connection with an occupational activity, provided that such damage would give rise to a benefit obligation under the UVG.
5. In all other respects, the provisions of this GIC and the contract apply by extension.

### ART. 29 PLACE OF PERFORMANCE, APPLICABLE LAW AND PLACE OF JURISDICTION

1. Obligations arising from this contract must be met in Switzerland and in Swiss currency. The policyholder must provide SWICA with a Swiss bank or postal account as the payment address.
2. Insurance under these GIC is governed solely by Swiss substantive law to the exclusion of the CISG, private international law, and other conflict-of-law rules.
3. The policyholder may choose the ordinary place of jurisdiction or his place of residence in Switzerland as the place of jurisdiction.

### ART. 30 TAX AT SOURCE

For policyholders who are subject to tax at source, the tax is deducted from the benefits.

### ART. 31 OFFSETTING AND RECLAIMING

The policyholder must refund upon written request any daily benefits that were paid by mistake. SWICA has the right to offset such payments. The policyholder has no offsetting rights.

### ART. 32 PROHIBITION OF ASSIGNMENT AND PLEDGING

Claims against SWICA can be neither assigned nor pledged. Assignments or pledges of such claims cannot be enforced against SWICA.

### ART. 33 DATA PROCESSING BY SWICA

1. SWICA collects and uses policyholders' personal data in accordance with the Data Protection Act and its implementing provisions, applicable social and private insurance law, and SWICA's data protection provisions, which are available online at swica.ch/data-privacy. The data privacy statement has declaratory significance and does not form part of the contract. It is valid for the duration of the contractual relationship between SWICA and the policyholder.
2. In particular, processing involves master and contract data (such as first name, surname, address, postcode, date of birth, email address, phone number [mobile and fixed line], bank details, marital status, number of children, data on authorised representatives, financial information on income), health data (diagnoses, symptoms, medication, operations carried out, etc.), data on treatment and its course, benefit costs, data on personal and interpersonal circumstances, personality profiles, data from other insurers and service providers, and data relating to debt collection and bankruptcy law.

3. SWICA processes data in particular during the application phase (consultation, request, review, purchase, etc.) for contract purchases and while managing the contract (administering benefits, providing information and customer care, managing the customer journey and integrated care, handling product offers, marketing, etc.).
4. SWICA also uses mathematical and automated methods to analyse personal data (profiling) for statistical purposes. The information gained helps it to develop and improve the quality and utility of its services and products for current, former and prospective customers and to inform its policyholders about these.
5. Personal data is processed for purposes for which SWICA is legally authorised and which serve to fulfil its statutory and regulatory duties or to protect its legitimate interests. SWICA also processes the data for purposes for which the policyholder has given consent.
6. SWICA may share personal data with third parties (such as other insurers, independent examining doctors, authorities, lawyers and external experts, computer centres and service providers) in Switzerland and abroad in compliance with the applicable data protection provisions and so far as is necessary for the stated purposes. Data may also be shared for the purpose of coordinating benefits with foreign healthcare providers, in recourse proceedings or to uncover and prevent insurance fraud. Personal data may also be shared with third parties to whom services such as IT are outsourced in Switzerland or abroad. SWICA contractually obliges its third parties to maintain confidentiality and secrecy and to comply with the Swiss Data Protection Act.
7. The insurance card that SWICA issues to policyholders serves as proof vis-à-vis service providers that cover is in effect. When a KVG-compliant insurance product is purchased, the card is issued in accordance with KVG provisions, includes information in accordance with EU standards and serves as proof that the holder is covered during stays in an EU country. When VVG-compliant insurance is purchased, the information can also include details about the scope of cover, including supplementary cover.

## ART. 34 TO WHOM SHOULD MESSAGES AND NOTIFICATIONS BE ADDRESSED?

1. All messages and notifications (including claims) from the policyholder, insured person or eligible claimant must be addressed to SWICA. The contact details are included in the policy.
2. All messages and notifications (including claims) from SWICA or the insurer are sent in a legally valid manner to the most recent address in Switzerland or the electronic contact provided by the policyholder, insured person or eligible claimant.
3. The policyholder must notify SWICA immediately of any changes in his personal circumstances affecting the insurance relationship (e.g. change of legal representative/premium payer, change of residence, change of gender, etc.) in writing or in another form that permits text-based verification.

## ART. 35 PREMIUM RATE MODEL

This product uses a rate based on age at enrolment.

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