General Policy Conditions (GPC)

Insurance for loss of earnings due to illness

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A. SCOPE OF COVERAGE

1. Subject of the insurance

Insurance for loss of earnings due to illness protects you against the economic consequences of illness. You can also take out insurance for loss of earnings due to accident and birth.

2. Definitions

2.1. Illness (in accordance with Art. 3 ATSG)

Illness is any impairment of a person's physical, mental or psychological health that is not caused by an accident, requires a medical examination or treatment or results in an inability to work.

Complications during pregnancy are considered illnesses.

2.2. Accident (in accordance with Art. 4 ATSG)

An accident is defined as the sudden unintended damaging effect of an unusual external factor on the human body that leads to an impairment of the person's physical or mental health or death.

Bodily injuries as defined by Art. 6 para. 2 of the Federal Accident Insurance Act (UVG) and occupational illnesses as defined by the UVG are considered equal to accidents.

2.3. Maternity (in accordance with Art. 5 ATSG)

Maternity comprises a mother's pregnancy, birth and subsequent recovery period.

2.4. Inability to work

Inability to work is defined as a person's full or partial inability to perform work that can reasonably be expected of him/her in his/her existing or current profession or area of activity due to impairment to his/her physical, mental or psychological health. If the inability is of long duration, an acceptable form of employment in another profession or area of activity is also taken into account.

Generali General Insurance Ltd, hereafter Generali, defines a long duration as an insured person's uninterrupted inability to work in his/her current job after 6 months at the latest.

2.5. Inability to earn a living (in accordance with Art. 7 ATSG)

Inability to earn a living is defined as a person's full or partial loss of the ability to earn an income in a stable employment situation resulting from impairment to physical, mental or psychological health and persisting after reasonable treatment and rehabilitation.

When assessing the existence of inability to earn a living, only the consequences of health impairment are taken into account. Inability to earn a living also exists only if it is insurmountable from an objective point of view.

2.6. Relapse

A relapse is defined as the recurrence of an illness or the consequences of an accident for which compensation has already been paid.

2.7. Doctor

A doctor is understood to be any doctor permitted to practice and in possession of a Swiss federal qualification or foreign qualification of equal value.

3. Insured persons

3.1. Employees

Those employees listed in the policy are insured. Unless agreed otherwise, the insurance policy covers all employees. This also includes apprentices, part-time employees and employees in their probationary period.

Employees are defined as persons who are subject to compulsory accident insurance under the UVG and hold a valid work permit. Employees who have an employment contract that is not subject to the Federal Retirement and Survivors Insurance Act (AHVG) due to international provisions that are legally binding in Switzerland may also be insured.

3.2. Employees on secondment

Employees on secondment are automatically insured as employees.

These are employees who
- are subject to compulsory insurance in Switzerland under the UVG immediately prior to their posting abroad and
- who are in possession of an international assignment certificate from the AHV Compensation Office.

3.3. Cross-border commuters

Cross-border commuters are automatically insured as employees.

Cross-border employees are employees with a cross-border commuter permit.

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3.4. Self-employed

The self-employed of the insured company are insured if listed by name in the policy. They are included in the policy following their application for coverage.

Under this insurance policy, all persons working in the insured company who are not subject to compulsory accident insurance under the UVG are classified as self-employed.

4. Benefits for daily allowance due to illness

4.1. Entitlement to insurance benefits

If a doctor classifies an insured person as being at least 25 % incapacitated for work, Generali will pay the insured daily allowance after the waiting period according to the compensation level, the duration and the calculation method specified in the policy.

In the event of partial inability to work, the daily allowance will be reduced according to the insured person's inability to work, as certified by his/her doctor.

The insured person is only entitled to benefits as long as he/she undergoes regular medical treatment and check-ups, at least once a month.

4.2. Start of entitlement to insurance benefits

The obligation to pay benefits begins upon expiry of the waiting period. The waiting period begins on the first day of a doctor's classification of the insured person as being at least 25 % incapacitated for work, but not earlier than 3 days before the insured person receives his/her first medical treatment. Days of at least 25 % partial inability to work are counted as whole days for the calculation of the waiting period.

4.3. Duration of benefits

The daily allowance is paid for a maximum of the agreed number of days per claim.

If a new claim arises during the period of an insurance claim, the days for which benefits may be claimed for the first claim are counted towards the duration of benefits.

If the insured person suffers a new illness after the expiry of the duration of benefits, he/she is covered only if he/she had previously been able to work to the extent of his/her residual capacity (at least 25%) for at least 12 months and does not fall under one of the policy's exclusions.

Relapses are only treated as new insurance claims if the insured person had previously been able to work without interruption and without limitation for at least 12 months prior to the new period of inability to work. In the case of relapses and late after-effects that start after the start of insurance coverage, daily allowances are paid for at least the duration of the policyholder's legal and contractual continued salary payment obligation.

4.4. End of entitlement to insurance benefits

Entitlement to insurance benefits ends in the following cases:

a) When the maximum number of days stipulated in the policy has been reached (entitlement to benefits exhausted). Days for which reduced benefits are paid due to partial inability to work or because the insured person received benefits from a third party count in full towards the calculation of the duration of benefits.
b) At the end of the employment relationship in the case of persons with a fixed-term employment contract and persons whose employment contract is cancelled during or at the end of their probationary period.
c) For persons of statutory AHV retirement age, on the last day of the month in which they reach retirement age, unless they prove that the employment relationship would have lasted beyond this period if they had not been prevented from working as a result of their inability to work. Additionally, the daily allowances for all current and future claims are paid for a maximum of 180 days. In all cases, benefits cease at the end of regular employment, but no later than at the age of 70.
d) On the date of early retirement.

4.5. Continued payment of salary in the event of death

If the insured person dies as a result of an insured illness, Generali will pay the salary owed to the policyholder to the survivors within the meaning of Art. 338 para. 2 of the Swiss Code of Obligations (OR) for the maximum duration of benefits. This benefit is transferred to the policyholder. No benefit is due if the insured person had already reached statutory AHV retirement age at the time of death.

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4.6. Suspension of entitlement to insurance benefits

Generali's obligation to pay benefits under daily sickness allowance insurance is suspended:

a) after each birth, as long as the insured person is entitled to benefits from federal or cantonal maternity insurance or private maternity daily allowance insurance, but for at least 8 weeks,
b) after each birth, as long as the insured person is entitled to paternity insurance benefits, and
c) during a period of unpaid leave. Payment of daily allowances resumes at the earliest from the date of the insured person's planned return to work.

Those days on which the obligation to pay benefits is suspended are not counted towards the maximum duration of benefits. If the claim begins while the obligation to pay benefits is suspended, the waiting period is calculated from the beginning of the inability to work.

5. Insured salary

5.1. For employees, the basis for calculation is the salary subject to AHV contributions in accordance with the AHVG but no more than CHF 300,000 per person and year.

5.2. The following exceptions apply:

a) The AHV personal allowance is regarded as insured earnings.
b) Salaries earned in Switzerland by a person resident abroad that are not subject to AHV contributions due to international regulations that are legally binding in Switzerland are regarded as insured earnings.
c) Any compensation with respect to cancellation of the employment relationship, a company closure, merger or similar events is not applicable.
d) For persons listed by name in the policy provision 5.4 applies.

5.3. The last AHV salary received from the insured company prior to the insurance claim is used for the calculation of the daily allowance for the entire duration of the insurance claim. This amount also includes salary components not yet paid to which a legal entitlement exists. This salary is converted into a full year's salary and divided by 365.

The daily allowance is calculated on the basis of the new salary in the event of a relapse occurring more than 6 months after a change in the insured salary.

If the insured person does not have a regular job, the calculation of the daily allowance is made on the basis of a reasonable average daily salary earned over the last 3 months.

The salary of the last 12 months prior to the beginning of the inability to work is used for employees with highly fluctuating incomes.

5.4. The provisions of 5.1 – 5.3. do not apply for persons with a fixed salary stipulated in the policy. The insurance serves as compensation and is not a fixed-sum insurance within the meaning of Art. 96 of the Federal Insurance Contracts Act (VVG)

The following provisions apply:

a) The agreed payroll amount may not deviate significantly from the last payroll amount reported to the AHV.
b) The daily allowance corresponds to the fixed annual salary specified in the policy divided by 365, but a maximum of 20% more than the last annual salary reported to the AHV.
c) Third-party benefits are also taken into account for persons with a fixed agreed payroll amount.
d) As a rule, Generali does not require proof of actual loss of earnings. However, it reserves the right to demand proof of actual loss of earnings in individual cases. In such cases, Generali only provides benefits with respect to the proven loss of earnings.

6. Third-party benefits

6.1. Any illness-related benefits to which the insured person is entitled from domestic or foreign private and social insurers or liable third parties are deducted from the daily allowances from Generali.

6.2. Generali pays the insured daily allowance as an advance payment for the maximum duration of benefits as long as the pension entitlement under an insurance policy has not yet been determined. This advance payment is made subject to the insured person's confirmation in writing that Generali may set it off directly against the benefits paid by the aforementioned insurers.

6.3. If the insured person is entitled to benefits from other insurers in the event of inability to work or earn a living, these benefits are set off against the benefits provided by Generali. If these benefits together exceed the insured benefits provided by Generali (overcompensation), Generali may reclaim from the insured per-

sons the excess benefits paid, deduct them from future benefits or set them off directly against the benefits of other insurers.

7. Beginning and end of insurance coverage

7.1. Insurance coverage begins:

a) In the case of employees who are fully able to work, on the day on which the employment contract with the insured company enters into force, but not before the date of the start of the contract specified in the policy.
b) In the case of employees who are not fully able to work, on the day on which they start work in the insured company in accordance with their contractually agreed degree of employment.
c) In the case of the self-employed and other persons named in advance in the policy, on the date of the start of the contract specified in the policy.
d) In the case of persons for whom a health examination is required, at the earliest one day after the decision on acceptance has been taken.

7.2. Insurance coverage remains valid for periods of unpaid leave of up to 6 months provided the employment relationship has not been cancelled.

7.3. Insurance coverage ends at the latest:

a) at the end of the insurance contract, or
b) at the end of the contract of employment, or
c) on the insured person's assumption of a new job, or
d) at the end of regular employment, but no later than at the age of 70.

8. Restrictions in the scope of coverage in the event of illness

8.1. The insurance does not cover:

a) The consequences of acts of war or civil unrest in Switzerland.
b) The consequences of acts of war or civil unrest, unless the insured person is taken by surprise by the outbreak of war and the illness occurs within 14 days of the first acts of war in the country in which the insured person is staying.
c) The consequences of the effects of any type of radiation, in particular resulting from nuclear transformation. Impairment to health as a result of radiation treatment of an insured illness as prescribed by a doctor is, however, covered.
d) The consequences of the use of chemical and bacteriological weapons.
e) The consequences of earthquakes.
f) Benefits for cosmetic or non-medical treatment and operations and their consequences. The criteria of the Federal Health Insurance Act (KVG) apply.
g) The consequences of illnesses and injuries excluded in the policy (restrictions).
h) The recurrence or worsening of the illness that caused the exhaustion of benefits.
i) Benefits for inability to work of more than 25 % that applies at the time of taking up employment or changing insurer, subject to the Insurance Transfer Agreement.
j) The consequences of previous accidents.

8.2. Generali waives its right to reduce benefits in the event of gross negligence or reckless behaviour.

8.3. Daily allowances are also paid in full in the event of inability to work due to alcohol and drug problems (addictions) and during physical and mental withdrawal.

8.4. The consequences of an attempted suicide are not insured.

9. Geographical scope

9.1. The insurance is valid worldwide.

9.2. If an insured person becomes ill abroad and does not return to Switzerland, his/her entitlement to benefits ceases after 90 days. The place of residence of cross-border commuters and workers on secondment is considered equivalent to Switzerland.

If an insured person who is suffering from inability to work wishes to leave Switzerland, he/she must first obtain the consent of Generali. Otherwise the insured person loses his/her entitlement to benefits during his/her stay abroad. The days not compensated are counted as full days towards the duration of benefits. The place of residence of cross-border commuters and workers on secondment is considered equivalent to Switzerland.

10. Beginning and end of the contract

10.1. The beginning and end of the contract are specified in the policy. At expiry the policy is annually subject to tacit renewal for the period of 1 year unless cancelled by either party

10.2. The contract can be cancelled as follows:

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a) At least 3 months prior to expiry by the policyholder or Generali. The cancellation of the contract is considered valid if it is received by Generali no later than on the last day before commencement of the 3 month notice period.
b) In the event of a claim by the policyholder or Generali. Cancellation by Generali must take place at the latest when compensation is paid. Cancellation by the policyolder must take place at the latest 14 days after the policyholder has been notified of the payment. If Generali or the policyholder cancels the contract, insurance coverage ends 14 days after the other party has been notified of the cancellation.

10.3. Insurance coverage ends with the cessation of business operations or after bankruptcy.

11. Transfer to individual daily sickness allowance insurance

11.1. In the event of leaving an insured company or cancellation of the insurance contract, employees can apply for continued insurance coverage on an individual basis. There is no medical examination necessary for the transfer to individual daily sickness allowance insurance.

11.2. The person must exercise his/her right of transfer within 90 days of leaving the insured group of persons. Otherwise, it expires.

11.3. Under individual insurance the allowance shall not exceed the equivalent benefits for unemployment but otherwise be based on the latest salary received. The insured person can choose a waiting period of 30, 60 or 90 days. Any existing restrictions are transferred to the new policy.

11.4. In the event of a claim, the days for which benefits have already been received under the group contract are deducted from the maximum duration of benefits.

11.5. The following persons are not entitled to transfer to individual daily sickness allowance insurance:

a) Persons who are not unemployed as defined by Art. 10 of the Federal Unemployment Act (AVIG) and employable as defined in Art. 15 AVIG,
b) self-employed persons,
c) Persons who have daily sickness allowance coverage under the insurance of their new employer,
d) Persons living abroad,
e) Persons who have permanently stopped working,
f) Persons who lose their coverage due to the policyholder's cancellation of the group contract,
g) Persons who become self-employed,
h) Persons who have reached AHV retirement age or have taken early retirement, and
i) Persons who lose their insurance coverage due to the exhaustion of benefits under the group contract.

B. EXTENSIONS OF COVERAGE

12. Daily allowance for maternity leave

12.1. If a daily allowance has been agreed for maternity leave, this is paid in addition to the compulsory maternity benefits. The amount and duration are stated in the policy.

12.2. Daily allowances are paid if the insured person, on the date of the baby's birth, had insurance coverage from her employer for at least 9 months without interruption that exceeded compulsory maternity benefits.

12.3. The provisions of 5.1. – 5.3. apply to the calculation of the daily allowance by analogy.

13. Daily allowance for paternity leave

13.1. If a daily allowance has been agreed for paternity leave, it is paid for the number of days from the baby's date of birth specified in the policy.

Benefits are only granted after the expiry of any waiting period. The waiting period is counted towards the duration of benefits. Daily allowances for paternity leave are paid only and for as long as there is a continued salary payment obligation under the employment contract.

13.2. Daily allowances are paid if the insured person, on the date of the baby's birth, was covered by this insurance from his employer for at least 9 months without interruption.

13.3. The provisions of 5.1.–5.3. apply to the calculation of the daily allowance by analogy.

14. Daily accident allowance for the self-employed

14.1. Any daily accident allowance concluded for self-employed persons is paid during inability to work due to an accident.

14.2. The provisions of 4, 5, 6, 7, 9 and 10 apply by analogy.

14.3. Provisions 8.1 a)–i) concerning limitation of scope of coverage apply by analogy. Additionally, the following are excluded from insurance coverage for daily accident allowance:

a) Accidents that take place during the course of civil unrest (violence against persons or property during riotous assembly, riots or tumults) and measures taken against them. This applies unless the insured person can credibly demonstrate that he/she did not actively participate as an agitator and was not involved in any incitement.
b) Accidents that take place while committing an offence or crime and accidents resulting from the abuse of medicines, drugs and similar substances, whether or not prescribed by a doctor.
c) The consequences of previous accidents that were not insured with Generali.

14.4. We pay the full daily accident allowance benefit in the case of accidents resulting from gross negligence or reckless behaviour.

However, this benefit is reduced in accordance with the UVG if the accident is the result of driving a motor vehicle under the influence of alcohol.

C. OBLIGATIONS DURING DURATION OF CONTRACT

15. Information obligation

15.1. The policyholder must notify Generali within 14 days of any change in the type of company, profession or company domicile. If Generali is not notified of the new circumstances, it is no longer bound by the contract.

Once Generali has been informed of the change, it reserves the right to

a) refuse to continue the contract and to
b) reclaim any non-entitled benefits drawn.

15.2. Generali must be notified within 30 days of the company's closure or declaration of bankruptcy. Otherwise Generali will retain any benefits or can demand reimbursement of already paid benefits from legal or statutory bodies on a joint and several basis.

15.3. The premium statement of AHV salaries in accordance with Art. 19 must be drawn up within the period set by Generali.

15.4. Generali can at any time verify the correctness of the policyholder's salary statement, in which case the policyholder must permit it access to its records. The policyholder authorises Generali to request information from third parties (in particular the AHV compensation office) at any time. This also applies to individual insured persons.

If the policyholder culpably breaches its duty to cooperate with regard to Generali's right of verification or provides incorrect information, Generali is no longer bound by the insurance contract as of this date.

16. Information for insured persons

16.1. The policyholder undertakes to inform all insured persons of the contents of this contract and to notify them promptly of any changes or its cancellation.

16.2. The policyholder is obliged to inform any insured person in writing about their right to request a transfer and the applicable deadline to do so by no later than the last day of their employment in case such person ceases to be an insured person or in case the insurance contract is cancelled. This also applies if the leaving person is incapacitated for work at the time of leaving. Generali will provide all the relevant information material.

If the policyholder culpably breaches these obligations and if Generali is obliged to pay benefits as a result, Generali has a right of recourse against the policyholder and its governing bodies.

17. Additional obligations for persons with a fixed annual payroll amount

The policyholder is obliged to check the annual payroll amount at least annually and to report to Generali any deviations of more than 20% from the last payroll amount reported to the AHV. Generali reserves the right to check the information reported at any time and to use this as the basis to adjust premiums and benefits. If a major deviation is found in a claim, an adjustment can be made with retroactive effect for a maximum of 2 years.

D. PREMIUM AND CONTRACT AMENDMENTS

18. Premiums and premium calculation

18.1. Premiums are payable in advance for each insurance period on the due date specified in the insurance contract.

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18.2. Unless stipulated otherwise in the contract, the income subject to AHV contributions earned at the insured company, but not exceeding CHF 300,000 per person and year, is used as the basis for the premium calculation. Salaries and salary components on which no AHV contribution is levied under the Agreement on the Free Movement of Persons concluded with the European Union, under international agreements on the coordination of social security systems between Switzerland and other countries or on account of the age of the insured person also qualify as income.

18.3. For the collection of premiums, Generali may appoint a debt collection service, which may charge additional fees.

18.4. Generali may charge fees for specific services and administrative expenses in connection with your contract. These include fees for premium payments made at the post office counter and for resending documents already delivered. You can view our fee regulations at **www.generali.ch/fees**.

19. Premium statement

19.1. If the premium is calculated on the basis of AHV salaries (in accordance with Art. 18.2), the policyholder must pay the provisional advance premium invoiced at the beginning of every insurance year.

The definitive premium is determined at the end of each insurance year based on the insured annual salary as defined by Art. 18.2. Generali will send the required form to the policyholder for its calculation, which must be completed in full and returned.

19.2. A supplementary premium or refund becomes due upon delivery of the definitive premium statement to the policyholder. If the balance is less than CHF 20, there is no additional premium payment and no premium reimbursement.

19.3. Generali may adjust the provisional advance premium at any time based on the definitive annual premium.

20. Unilateral contractual amendments

Generali has the right to unilaterally amend the insurance contract in response to

a) changes in legislation on which the provisions of the insurance contract are based, or
b) changes in supreme court rulings or in FINMA's administrative practice that directly affect the insurance contract.

In addition, Generali may increase or reduce premiums, waiting periods and limits of compensation in line with the cost trends for this insurance product (e.g. increased fees for payment transactions).

To amend the contract, Generali must notify you of the new contractual provisions at least 25 days before the end of the current insurance year. If you are not in agreement with the changes, you may cancel the contract with effect from the end of the current insurance year. If the cancellation is not received by Generali no later than on the last day of the current insurance year, we will interpret this as meaning that you are in agreement with the changes.

Any adjustments to payroll amounts in line with new economic benchmarks do not constitute a reason to cancel the contract, nor do contractual amendments in your favour (e.g. reduction of premiums).

21. Surplus participation

21.1. If agreed, the policyholder receives part of any surplus from his/her insurance contract at the end of the agreed statement period.

21.2. The expense incurred for insurance claims (e.g. claims payments, claims processing costs) for the statement period is deducted from the premiums paid. The policyholder receives the percentage share of any remaining surplus agreed in the policy.

21.3. The statement is issued as soon as the definitive premiums for the statement period have been paid and the insurance claims in question have been settled. Any loss is not carried forward to the next statement period.

21.4. Entitlement to surplus participation expires if the insurance contract is cancelled before the end of the statement period.

E. CLAIM

22. Claim reporting obligation

Any inability work must be reported to Generali at the latest 30 days after the beginning of the inability to work. If, for any inexcusable reasons, the claim is reported after this deadline, the claim reporting date is taken as the first day of inability to work and the days

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elapsed are counted towards the maximum duration of benefits.

23. Obligation to provide information

23.1. Once the claim has been reported, the insured person undertakes to immediately send Generali the certificate of inability to work. The attending physician can certify inability to work at most one month in advance and for a maximum of 3 days with retroactive effect.

23.2. For benefits during maternity or paternity leave, a birth certificate or copy of the maternity compensation statement as defined by EOG must be submitted. A certificate of entitlement must also be submitted on request.

23.3. The policyholder and insured person are obliged to truthfully provide Generali with all information concerning the insurance claim. Generali is entitled to carry out patient visits and to request medical information on the state of health of insured persons. In particular, Generali may demand medical certificates, reports, salary statements, official files and other supporting documents. To this end, the insured person releases the doctors from their obligation to maintain professional secrecy.

23.4. The insured person is obliged to undergo an examination or assessment by doctors commissioned by Generali, including short-notice examinations.

23.5. If the obligation to provide information in accordance with Art. 23.1–23.4 is breached, benefits will not be provided or will be suspended if Generali has already begun to pay them out.

24. Obligation to minimise losses

24.1. In the event of any inability to work that could become an insurance claim, a registered and suitable doctor must be consulted to arrange the provision of appropriate treatment. The instructions of the doctor and nursing staff must be followed. Failure to do so may result in Generali's reduction or refusal to pay daily allowances

24.2. As soon as any inability to work of more than 6 months becomes apparent, the insured person is obliged to register with his/her cantonal federal disability insurance (IV) office.

In the case of late registration, Generali will reduce the daily allowances by those benefits not paid by other private and social insurers due to late registration for the duration of daily sickness allowance benefit payments.

24.3. The insured person suffering from inability to work is obliged to take all reasonable measures to significantly improve his/her ability to work. If the insured person is no longer able to carry out his/her usual job, he/she is obliged to seek another reasonable job in another line of business within a reasonable period of time at the request of Generali. Generali may refuse to provide benefits in the case of any culpable breach of this obligation.

F. CONCLUDING PROVISIONS

25. Letters and reporting office

All notices and letters from the policyholder or insured person must be addressed to the company's Executive Board or local branch office.

26. Contractual framework

26.1. The following documents form an integral part of the insurance contract:

- these General Policy Conditions (GPC)
- any supplementary or special provisions
- the application and other written declarations from the policyholder
- the policy and any additions to the policy and all other information intended for the policyholder
- Information sheets for insured persons on compliance with the information obligation

26.2. Swiss law is applicable for the present contract. The Federal Insurance Contracts Act (VVG) of 2 April 1908 applies to all matters that are not governed by the General Policy Conditions (GPC).

27. Data protection

We process your personal data in line with all the relevant data protection provisions. You can find detailed information about the processing of personal data in our data protection provisions. The currently valid version can be accessed at any time at **www.generali.ch/datenschutz.**

28. Place of jurisdiction

The policyholder, insured person or beneficiary may choose between the usual place of jurisdiction and that of his/her Swiss domicile.

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G. ABBREVIATIONS

ATSG Federal Act on the General Part of Social Insurance Law

AHVG Federal law on old-age and survivors' insurance

VVG Federal Act on Insurance Contracts

KVG Federal Law on Health Insurance

AVIG Federal Act on Compulsory Unemployment Insurance and Insolvency Compensation

EOG Federal Act on Compensation of Income for Service Providers and Maternity

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