

# Customer information on ÖKK LOSS OF EARNINGS INSURANCE (VVG)

This information provides an overview of the key content of the supplementary insurance policies relating to loss of earnings in accordance with the Federal Act on Insurance Contracts (VVG). The rights and obligations of the contractual parties stem from the application/quote, the insurance policy, the General Insurance Conditions (GIC) and the Act (VVG).

## 1. Who is the insurer and which risks are insured?

The insurance provider is ÖKK Versicherungen AG, Landquart (hereinafter referred to as ÖKK).

The benefits include the following:

- Daily allowance in case of illness and accident with an inability to work of at least 25% for a maximum of 730 days (limited to 180 days in AHV reference age)
- Continued payment of salary in accordance with Art. 338 para 2 CO
- Childbirth allowance in addition to LECA
- Paternity benefit in addition to LECA

«Legal advice» is an additional service under ÖKK LOSS OF EARNINGS INSURANCE. This service is provided on the basis of a collective contract of ÖKK with Coop Rechtsschutz AG (hereinafter referred to as Coop Rechtsschutz).

The insurance provider is Coop Rechtsschutz AG, 5001 Aarau. As the policyholder, you have a direct right of claim against Coop Rechtsschutz AG for legal advice benefits in accordance with the Legal Advice Additional Conditions (AC).

The benefits include legal advice over the phone in all areas of law in relation to the insured business.

ÖKK Kranken- und Unfallversicherung AG, Landquart (hereinafter referred to as ÖKK KUV AG) shall be entitled to take all actions on behalf and for the account of ÖKK.

## 2. What are the contract fundamentals?

The following form the basis for the insurance contract:

- the insurance application, incl. any health declarations
- the insurance policy
- the Special Conditions (SC) set out in the insurance policy
- the Additional Conditions (AC) set out in the insurance policy
- the General Insurance Conditions (GIC)
- the Federal Act on Insurance Contracts (VVG) of 2 April 1908

Special Conditions or agreements that differ from or supplement the General Insurance Conditions and/or Additional Conditions are noted in the application or insurance policy.

## 3. Who is insured?

The insured persons and categories of persons are listed in the application and the insurance policy.

## 4. What is the scope of the insurance cover?

The loss of earnings insurance is an individual insurance solution and is tailored to your needs, incl. a service package with additional services. The insured risks and benefits to be provided by Coop Rechtsschutz as well as the scope of the insurance cover you require stem from your application or insurance policy as well as the corresponding provisions in the General Insurance Conditions and the Additional Conditions, where applicable supplemented by the Special Conditions and applicable laws.

The product includes:

- Daily allowance in case of illness and accident
- The daily allowance is paid for each calendar day on which there is a medically prescribed inability to work of at least 25%. The insured person is entitled to this benefit after the expiry of the contractual waiting period and on the condition that they are still part of the insured group of people at this time
- Childbirth allowance in addition to statutory maternity insurance under EOG
- ÖKK pays the agreed benefits for each birth for which benefits are provided under statutory maternity insurance
- Paternity benefit in addition to statutory paternity insurance under EOG
- Continued payment of salary in case of death
- If an insured person dies from the consequences of an insured illness, ÖKK pays the continued salary that is to be paid by the policyholder to the survivors within the meaning of Art. 338 para 2 of the Swiss Code of Obligations (CO)
- Legal advice over the phone

It is an indemnity insurance policy.

ÖKK waives its right to reduce the benefits in the case of an accident being caused as a result of gross negligence.

If ÖKK provides benefits instead of third parties, there is no obligation to provide benefits within the scope of the benefit claims against third parties.

If social insurers are liable for benefits, the insured daily allowances will be reduced by the amount received in the form of benefits from social insurance schemes (daily allowances, pensions etc.).

If several insurers are obligated to pay benefits, each insurer shall be liable for damages in line with the ratio of its insurance amount to the total amount of all insurance amounts.

## 5. What are examples of things that are not insured?

There is no entitlement to insurance benefits:

- for consequences of accidents and occupational illnesses which are to be covered by a different insurer
- in the case of participation in warlike actions, unrest, and similar events, and during military service abroad
- if the person's health is damaged as a result of non-medically prescribed ionising radiation
- if the insured person temporarily leaves Switzerland or their country of residence while being unfit for work without the ÖKK's approval, coverage will cease until they return to Switzerland or their country of residence
- consequences of criminal acts, brawls or other acts of violence
- if the insured person's health is damaged intentionally (also as a consequence of a suicide attempt or self-harm) and there is not an entitlement to claim under the UVG
- if, during the inability to work, the insured person is placed in custody or is the subject of a criminal sentence or measures
- in the event of an inability to work resulting from operations that are not medically necessary (e.g. cosmetic surgery)

## 6. What does the service package contain?

You can rely on quick, expert and straightforward service:

- Advice and support from your personal insurance advisor
- Personal and straightforward processing of claims by our claims department
- Case Management
- Legal advice over the phone in all areas of law in relation to the insured business. The legal advice is provided by the legal department of Coop Rechtsschutz
- Electronic claim registration with SunetOnline and Sunetplus (<https://www.oekk.ch/en/corporate-clients/online-services/notifications/registering-insurance-claims>)

## 7. What premiums are charged?

The level of the premiums depends on the type of business, the benefits selected and the individual and collective claims history. Premiums are calculated on the basis of the AHV salary subject to contributions for the defined group of persons up to the highest salary specified in the insurance contract.

For the persons specifically insured under the insurance contract, the annual salary agreed for them in the insurance contract applies.

At least the annually agreed minimum premium in accordance with the insurance policy is charged.

Premiums are charged once a year. Other type of payment are possible. More details are available in the insurance policy.

In principle, if the loss of earnings insurance is cancelled early, the premiums not used will be reimbursed to you.

## 8. What are your most important obligations?

Your obligations stem from your insurance policy, the General Insurance Conditions, the Additional Conditions and the Federal Act on Insurance Contracts. In particular, the following rules apply:

- You must truthfully and fully complete all the forms that form part of the application (e.g. application and health form). Otherwise ÖKK can terminate the insurance contract, exclude insured persons from the insurance contract, refuse to pay benefits, or reclaim benefits
- You must notify insured persons of any potential benefit restrictions upon entering into the insurance policy
- You must notify ÖKK immediately of any changes occurring during the term of the insurance contract to facts declared in the application which are important in assessing risk
- You must notify ÖKK immediately if any daily allowance insurance policies are newly taken out with other insurers
- You must pay the premiums when they are due. If they are not paid, there is no insurance cover in place. Even if you pay the premium after receiving a reminder, under certain circumstance ÖKK is not required to provide benefits for any claims arising in the interim
- You must send ÖKK the salary declaration with the necessary documents (AHV declaration) within one month of the end of a year
- You must report claims within 30 days of an insured person becoming unable to work. The notification must be made truthfully. If the illness notification report is received after this, the waiting period does not begin until the notification of the inability to work is received
- When reporting a claim, you must provide ÖKK with all the necessary information with the relevant medical and administrative details.
- On request, you must grant ÖKK access to salary records
- On leaving the company, you must notify insured persons of their right to transfer to individual insurance in the outgoing employee information sheet

## 9. When does the insurance start and end?

The start and duration of the insurance are listed on the insurance policy. If the insurance contract is not cancelled when it expires, it is automatically extended by another year.

The main ways to terminate the insurance contract are listed below:

- You terminate the insurance contract by no later than three months before the expiry of the agreed term
- You terminate the insurance contract within 30 days of receiving notification that ÖKK will put up premiums as of the start of the following insurance year
- If you cease to operate your business or relocate your headquarters abroad, the insurance contract will be cancelled
- ÖKK is not bound by the insurance contract and may dissolve it in the following cases:
  - if you fall into arrears on premium payments in accordance with the provisions governing default of payment
  - if you incorrectly disclosed or failed to disclose a material risk factor of which you were aware/should have been aware upon concluding the insurance contract
  - if, during the term of the insurance contract, you incorrectly disclose or fail to disclose facts that would result in ÖKK having no obligation/a lesser obligation to provide benefits
- If you terminate the insurance contract because you did not realise that you had multiple policies in place when you concluded the subsequent contract. You must give notice of termination within four weeks of becoming aware

of the multiple insurance policies. If you intentionally failed to report this or took out multiple insurance policies with the intention of making an illegal pecuniary gain, ÖKK is not bound by the contract.

ÖKK shall waive its legal right to terminate the collective insurance contract with you in the event of a claim.

#### 10. When does the insurance start and end?

Insurance coverage commences for the insured person on the day on which the employment relationship starts or the employee is entitled to a salary for the first time, in any case, however, at the time when the employee sets off for work.

Partially disabled persons or handicapped employees who, as a result of their health-related limitations, only work part-time for the insured business, must be fully fit for work on the day on which the employment relationship starts or the employee is entitled to a salary for the first time, in any case, however, at the time when the employee sets off for work, in the agreed part-time job.

Insurance protection expires for the insured person:

- a) once the employment relationship with the policyholder ends
- b) in the case of continued employment after reaching AHV reference age upon turning 70
- c) upon the final expiry of the entitlement to benefits in accordance with the agreed duration of benefits in the insurance policy, without applying any remaining ability to work
- d) in the event of death
- e) upon the termination of the insurance contract

#### 11. What happens in the case of a positive claims history?

A surplus participation can be agreed.

If a surplus participation has been agreed upon, the policyholder shall be entitled to a share of any surplus arising from its insurance contract after a period of three full insurance years (= accounting periods).

The surplus is calculated by deducting the insurance benefits provided from the applicable portion of the premium that applies to the accounting period in question. The applicable portion of the premium and the surplus sharing system are mentioned in the insurance policy.

The amount shall be calculated as soon as the premiums that apply to the accounting period have been paid and the corresponding claims have been processed. Losses are not carried forward to subsequent accounting periods.

If, after this accounting process has been concluded, cases of illness and consequences of accidents are subsequently reported or further payments are made that relate to the closed accounting period, the surplus participation shall be re-calculated. The insurer may reclaim any surplus payments already made.

Any entitlement to surplus participation shall lapse if the insurance contract is dissolved before the end of the accounting period.

#### 12. What applies with regards to data protection?

The insurer, in accordance with section 1, as well as ÖKK KUV AG as mandated by ÖKK only process personal data (e.g. personal information, information on a person's health, checking the information provided in applications,

collecting money owed, settling benefits) that is required to execute the insurance contract in accordance with the VVG. They may also use this data for marketing purposes and for statistical analyses. Information can also be obtained from third parties (insurers, doctors, hospitals etc.). This applies irrespective of whether an insurance contract is entered into.

The applicable data protection provisions are observed when processing the contract. Data is only processed by people who are employed by ÖKK KUV AG and/or Coop Rechtsschutz or people who are authorised to do so in order to fulfil the tasks assigned to them. In principle, personal data is not passed on to any third parties outside the insurer in accordance with section 1. This does not apply to cases where the applicable law allows data to be passed on or where the insured person has consented for it to be passed on.

In order to meet the legal obligation to retain data, it is stored physically and/or electronically and is protected from unauthorised access using appropriate technical and organisational measures. Personal data may be retained for longer than the statutory data retention period if this is required to enforce or defend any legal claims. The retention period is based on the statute of limitations or the period during which claims can be made against the insurers. After the statutory/extraordinary retention period has expired, the personal data is destroyed/deleted.

Insured persons have the right to request the information to which they are legally entitled about how their personal data is processed. Consent for data to be processed may be revoked at any time.