

2022 edition



Supplementary insurance

Special Terms and Conditions (STC)
capita illness

Risk capital upon death or disability as a
result of illness

Special Terms and Conditions (STC)

capita illness (Risk capital upon death or disability as a result of illness) under the Federal Insurance Contract Act (ICA)

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capita illness

1 Basis of the insurance

1.1 Basis

The insurance contract is based on the individual insurance application, the insurance policy, the General Terms and Conditions of Insurance (GTC) of Sympany and the Special Terms and Conditions (STC **capita illness**) for risk capital upon death or disability as a result of illness and, subsidiarily, the provisions of the Federal Law on Insurance Contracts (ICA) of 2 April 1908.

1.2 Object and scope of the insurance

The object of this supplementary risk capital insurance policy shall be to protect the insured against the financial consequences of death or disability as a result of illness.

The scope of this supplementary risk capital insurance policy shall be a oneoff capital payment covering the financial consequences of death or disability as a result of illness.

1.3 Special Terms and Conditions (STC), capita illness

These Special Terms and Conditions (STC **capita illness**) amend the rights and obligations of the insured person and/or their beneficiaries. In particular, they determine the capital entitlement of the insured in the event of disability and that of the beneficiaries in the event of the death of the insured as a result of illness.

The General Terms and Conditions of Insurance of Sympany are an integral component of this risk capital supplementary insurance policy. In the event of conflicting provisions, the Special Terms and Conditions (STC **capita illness**) shall take precedence over the General Terms and Conditions of Insurance of Sympany.

1.4 Insurance carrier

Sympany has taken out an insurance contract for the benefits with Helvetia Schweizerische Lebensversicherungsgesellschaft AG (here inafter “Helvetia”), St. Alban Anlage 26, CH-4052 Basel as the risk carrier (= insurance provider). Sympany pays these benefits to the insured person or beneficiaries. Beneficiaries do not have the right to make claims directly to Helvetia.

1.5 Insured persons

Individuals resident in Switzerland and cross-border commuters, as well as members of the families of these persons, who voluntarily take out insurance in accordance with the Special Terms and Conditions (STC **capita illness**) are insurable under this policy.

The insurance is available to individuals who are insured under a health or supplementary health insurance policy of Sympany at the time of application or who have applied for such a policy and will become insured with Sympany.

1.6 Insurance year

The insurance year commences on 1 January and ends on 31 December.

1.7 Age

For the purposes of this insurance policy, the age of the insured (“effective age”) shall be deemed the difference between the calendar year and the year of birth.

1.8 Acceptance

Acceptance by the insurer shall, in principle, be based on the answers given to the medical questions contained in the application. Acceptance is not always possible. No medical examination shall be required if the application for insurance is submitted during the first 90 days of the insured person’s life, counted from their date of birth.

2 Insurance cover

2.1 Commencement of insurance cover

Sympany shall give the applicant written notice of the day on which insurance cover shall commence. This date shall be no earlier than the date confirmed in the insurance policy.

2.2 Conditions of insurance cover

The insurance cover shall apply if the insured person is entirely fit for employment at the start of insurance cover, is not subject to periodical medical treatment or check-ups and if their initial or later insured benefits do not exceed certain sum limits predetermined by the insurer. Where one or more of these conditions are not met, the insurance cover shall not apply or the sum insured shall be adjusted to the acceptable values (see 4.3.2).

2.3 Application

The applicant must complete the application in full and accurately, sign it and submit it to Sympany. The insured person or the legal representative must answer the questions on the medical history and other risk characteristics in full and accurately.

If no shorter deadline was set for the acceptance of an application, the applicant shall remain bound by the application for 14 days. However, the application can be revoked in writing within 14 days, even if it has already been accepted by Sympany. If the insurance company requires a medical exam-

mination, the applicant shall remain bound by the application for four weeks.

2.4 Exclusion

No insurance cover shall be provided if the claim stems from an illness, a handicap or the consequences of an accident that existed before commencement of the insurance cover.

In addition, no insurance cover shall be provided for small children during their first 90 days of life (counted from their date of birth) or for claims which are the result of an illness, a congenital defect or the consequences of an accident that happened or originated during these first 90 days.

2.5 Discontinuation of insurance cover

The insurance cover shall be discontinued if the insured engages in military service for peacekeeping purposes in areas of conflict (e.g. for UN “Blue Caps” and OSCE “Yellow Caps”).

2.6 Geographical scope of the insurance cover

The insurance cover shall be valid in all countries of the world.

3 Start, duration and termination of insurance cover

3.1 Start and duration of insurance cover

The insurance cover shall begin no earlier than birth and no later than on the 60th birthday of the insured (maximum age).

The term of the insurance contract shall end no later than on the 65th birthday of the insured (final age).

This insurance policy may be concluded at any time before the insured reaches the maximum age and at any time during the calendar year. Cover can be applied to commence on the first day of any month.

3.2 Change of insurance cover

The sum insured may be increased within the parameters of the age categories and sums insured predetermined by Sympany (see 4.3.2) at any time before the insured reaches the maximum age. This shall be done by way of a corresponding application.

3.3 Suspension of insurance cover

Cover may not be suspended.

3.4 Termination of insurance cover

The insurance policy and the cover it provides shall expire should any of the following events occur:

- The insured dies.

- The insured moves abroad (except if the insured gains crossborder commuter status).
- The insured reaches the final age (the day after his 65th birthday).
- The capital disability insurance policy shall expire if a capital disability benefit is paid out.
- The policy is cancelled in accordance with the General Terms and Conditions of Insurance of Sympany.

4 Benefits

4.1 Overview of benefits

Under the insurance cover the insurer shall pay the beneficiary or beneficiaries the following benefits in the event of death or disability as a result of illness:

- In the event of death:
 - Capital death benefit;
- In the event of occupational disability presumed permanent:
 - Capital disability benefit.

4.2 Definitions

4.2.1 Disability

Disability means full or partial incapacity to work as a result of illness which is expected to be permanent.

4.2.2 Illness

Illness is deemed to be a physical, mental, or psychological health condition that is not the consequence of an accident and which requires medical examination or treatment or prevents the insured from working.

4.2.3 Incapacity to work

Incapacity to work is the complete or partial inability of the insured person to perform reasonable work in his former profession or field of responsibility as a result of the impairment of his physical, mental, or psychological health.

4.2.4 Occupational disability

Occupational disability is the complete or partial loss of the insured’s ability to pursue gainful employment or self-employment in the relevant, balanced labour market as a result of an impairment of physical, mental, or psychological health that remains after reasonable treatment and rehabilitation.

The insured is considered occupationally disabled if he is incapable of pursuing his profession or any other reasonable gainful employment and therefore suffers a loss of earnings as a result of impairment of physical, mental, or psychological health which is diagnosed by a medical practitioner.

Occupational disability is deemed as being permanent if the insured can prove that continued medical treatment cannot be expected to result in a significant improvement in his ability to work and that such occupational disability is likely to last throughout life.

4.2.5 Reasonableness

An activity is deemed reasonable if it reflects the insured's former permanent occupation and his previous position in life, even if he requires retraining to obtain the necessary knowledge.

4.3 Sums insured

4.3.1 Amount of sums insured

The sums insured specified in the insurance policy shall apply.

4.3.2 Maximum sums insured

The maximum sums insured depend on the age of the insured as per the following table.

Age category	Category name	Maximum sum insured for death	Maximum sum insured for disability
0-3 years	Infants	up to CHF 2,500*	up to CHF 100,000
4-15 years	Children	up to CHF 20,000	up to CHF 100,000
16-50 years	Adults	up to CHF 300,000	up to CHF 300,000
51-55 years	Adults	up to CHF 200,000	up to CHF 200,000
56-65** years	Adults	up to CHF 100,000	up to CHF 100,000

* The maximum statutory lumpsum death benefit shall be CHF 2,500 for children under the age of 2½ years.

** Up until the final age as per 3.1.

If the insured reaches a higher age category, the sums insured shall be reduced to the maximum sum insured in that new age category and the premiums shall be adjusted accordingly. In all other cases the sums insured shall remain unchanged.

4.3.3 Superseding causes

If the insured dies before the capital disability sum is paid, only the capital death benefit sum shall be paid out. If no death benefit is insured, no capital disability benefits are paid if the insured dies before it is paid out.

4.3.4 Progressive reduction in capital benefits between the ages of 56 and 65

The death and disability benefits shall be reduced

progressively each and every year between the ages of 56 and 65 annually by 10% of the sum insured as per the following table, while the premium shall remain unchanged.

Age	Capital insured, max. CHF	Capital benefit	Amount paid out, max. CHF	Premium
56	100,000	100%	100,000	100%
57	100,000	90%	90,000	100%
58	100,000	80%	80,000	100%
59	100,000	70%	70,000	100%
60	100,000	60%	60,000	100%
61	100,000	50%	50,000	100%
62	100,000	40%	40,000	100%
63	100,000	30%	30,000	100%
64	100,000	20%	20,000	100%
65	100,000	10%	10,000	100%

4.4 Capital disability benefit

4.4.1 Entitlement to capital disability benefit

The insured is entitled to the agreed capital disability benefit if he becomes permanently incapacitated before reaching the final age.

4.4.2 Time of entitlement to capital disability benefit

Sympany shall pay out the capital disability benefit at the earliest after a waiting period of 24 months. The waiting period commences on the day on which the insured first consults a physician about the illness that led to their incapacity for work and the doctor confirmed that he was at least 50% incapacitated.

In the event of a relapse or of a new incapacity occurring within 12 months at the end of a period of an incapacity already reported and due to the same medical problem, no further waiting period shall apply.

If benefits have been granted by the Swiss Federal Disability Insurance before the end of the waiting period or if the permanent occupational disability is deemed to be permanent before the end of the waiting period, the insured capital disability sum may be partially or completely paid out at an earlier date. Sympany shall decide this on a case-by-case basis.

4.4.3 Assessment basis of capital disability benefit

The capital disability benefit is determined on the basis of the disability capital insured, the age of

the insured at the beginning of the waiting period, e.g. at the time his incapacity was first medically confirmed, and the degree of occupational disability determined by Sympany.

4.4.4 Grading of capital disability benefit

The capital disability benefit shall be graded and determined in accordance with the degree of occupational disability of the insured person.

- If the degree of occupational disability is deemed to be between 70% and 100%, the insured shall be entitled to the full capital disability benefit.
- If the degree of occupational disability is deemed to be between 50% and 69%, the insured shall be entitled to a capital disability benefit in proportion with the degree of disability determined.
- If the degree of occupational disability is deemed to be less than 50%, the insured shall have no entitlement to a capital disability benefit.

4.4.5 Changes in the degree of occupational disability

If the degree of occupational disability changes subsequent to the payment of capital disability benefit, there shall be no adjustment in benefits to reflect the new degree of occupational disability.

4.4.6 Determining the degree of occupational disability for gainfully employed or self-employed adults

For gainfully employed or selfemployed adults, the degree of occupational disability shall be determined based upon the loss of earnings suffered by the insured. The degree of disability confirmed by the Swiss Federal Disability Insurance is binding.

For gainfully employed adults with a regular income, the degree of occupational disability shall be based upon the income subject to state pension deductions (AHV) earned in the month preceding commencement of the waiting period.

For gainfully employed adults with fluctuating or irregular income, the loss of earnings shall be based upon the average income subject to state pension deductions (AHV) earned over the two calendar years preceding commencement of the waiting period.

For selfemployed adults, the degree of occupational disability shall either be based upon the average income subject to state pension deductions (AHV) earned in the two calendar years preceding commencement of the waiting period or it shall be

based upon the actual loss of earnings suffered by the insured in the two preceding financial years. The income earned from gainful employment prior to the occurrence of occupational disability shall be compared with that which the insured person has earned since the occurrence of occupational disability or that which he could have earned in a balanced labour market; the difference expressed as a percentage of the former income shall be deemed to be the degree of occupational disability.

4.4.7 Determining the degree of occupational disability of part-time employed and unemployed adults

The degree of disability confirmed by the Swiss Federal Disability Insurance is binding. For adults in partial gainful employment, the degree of occupational disability shall be determined in accordance with the combined method of the Swiss Federal Disability Insurance (IV).

For adults with no gainful employment and those who completely or partially surrender employment for reasons unrelated to health, the degree of occupational disability shall be determined on the basis of an activity comparison. The activity comparison measures, weights and compares the activities and tasks of the insured before the illness occurred with those subsequent to its occurrence. The activities and tasks carried out prior to commencement of occupational disability shall be set in proportion to those which can still be carried out following commencement of occupational disability. The inability to be active in the former field of activity and work shall be treated as occupational disability. The difference, expressed as a percentage of the former activities, shall be the degree of occupational disability.

4.4.8 Determining the degree of occupational disability for infants and children

Occupational disability of infants and children shall be measured according to the degree to which the insured will be incapable of taking on employment.

For children who have not entered into any occupational training, occupational disability shall be measured according to whether and to what extent the insured will later be able to carry out an occupational activity in the future. The degree of occupational disability reflects the presumed income reduction attributed to the reduced capacity to work in relation to income based on the annual median income ascertained in the salary structure survey conducted by the Swiss Federal Statistical Office.

For children currently in occupational training, the assessment shall be based on the income that would have been earned on the relevant labour market following completion of the occupational training. The degree of occupational disability reflects the presumed income reduction attributed to the reduced capacity to work in relation to income based on the annual median income ascertained in the salary structure survey conducted by the Swiss Federal Statistical Office and relevant for the occupation for which the training has begun.

4.5 Capital death benefit

4.5.1 Entitlement to capital death benefit

Entitlement to the capital death benefit arises upon the death of the insured, provided he has not reached the final age.

Sympany waives its legal right to reduce the capital death benefit if the death of the insured was a result of gross negligence.

4.5.2 Assessment basis of capital death benefit

The capital benefit is determined on the basis of the lump-sum death benefit insured and the age of the insured person at the time of their death.

4.5.3 Beneficiaries

The capital death benefit shall be paid to the persons named as beneficiaries in the application. The insured may choose the named beneficiaries freely and may make changes at any time before his death. No changes in the named beneficiaries shall be effective unless they are made by written notification.

If no beneficiary is named in the contract, the statutory order of priority of beneficiaries shall apply. This order consists of the surviving spouse or registered partner; if none, the children; if none, the other legal heirs of the insured person, to the exclusion of the community, and this entity shall become the beneficiary of the lump-sum death benefit pay out.

4.6 Exclusions of insurance benefits

4.6.1 In the event of an accident

No entitlement to benefits in the case of death or incapacity for work due to illness shall exist if the insured event was caused by an accident pursuant to the General Terms and Conditions of Insurance of Sympany.

Occupational illnesses as defined by the Federal Law on Accident Insurance (AIL) shall likewise form no basis for benefits in the case of death and incapacity for work due to illness.

4.6.2 Physical injury deemed similar to an accident
No entitlement to benefits in case of death or occupational disability as a result of illness shall exist in case of physical injuries deemed similar to accidents. Physical injuries deemed similar to accidents and not considered illnesses are:

- Health impairment and its consequences when caused by involuntary inhalation of gases or vapours or by unintentional intake of poisonous or caustic matter.
- The physical injuries listed in the General Terms and Conditions of Insurance (GTC) of Sympany.
- Frost injuries, heatstroke, sunstroke and health impairments caused by ultraviolet radiation and their consequences except for sunburn.
- Involuntary drowning.

4.6.3 Intentional self-inflicted occupational disability

No entitlement to benefits for occupational disability shall exist if the insured intentionally causes his occupational disability or illness (e.g. selfharm, attempted suicide). This shall also apply if the insured takes the action and is at the same time not mentally competent to judge his action.

Sympany waives its legal right to reduce the capital disability benefit if the occupational disability was a result of the insured's gross negligence.

4.6.4 Prenatal body injuries, birth defects and their consequences

No entitlement to disability or death benefits shall exist if the insured's occupational disability or death is a result of prenatal body injuries, birth defects or their consequences.

4.6.5 Suicide and death as a result of attempted suicide

There shall be no entitlement to death benefits if the insured commits suicide within three years of application or if the insured dies of injuries as a result of attempted suicide committed within three years of application. This shall also apply if the insured is not competent to judge his action or has a reduced capacity to make judgements at the time he enters into the act which leads to his death.

4.6.6 Ionising rays and nuclear energy

No entitlement to death or disability benefits shall exist if the insured becomes ill as a result of exposure to the effects of ionising rays from nuclear energy.

4.7 Reduced entitlement to insurance benefits

4.7.1 Coincidence of multiple causes

In the event that a number of different causes coincide, Sympany shall recognise the partial claims that are not the subject of accident or military insurance.

4.7.2 Coincidence of capital disability and capital death benefits

In the event of death, the sum of the disability benefits already paid out to the insured shall be deducted from the capital death benefit.

4.8 Securing benefits and payment

4.8.1 Inalienable rights

Any benefits arising from this insurance policy (STC **capita illness**) shall be exclusively for the personal livelihood of the beneficiaries. The benefits may not be pledged, assigned or seized under debt enforcement law before payment becomes due.

4.8.2 Verification of insurance claim

The standard documents to be submitted for claim verification are as follows:

- In the event of death:
Extract from the family register / medical certificate of death / official certificate of death
- In the event of occupational disability:
Medical certificate / medical records / IV ruling / IV files / AHV statement / annual salary statement, payslips and balances.

Sympany shall be entitled to demand further information and evidence and to make further enquiries of its own. Sympany shall also be entitled to demand that the insured be examined by a designated physician. The insured's physician shall be released from the duty of medical confidentiality in his dealings with Sympany.

4.8.3 Payment of the insurance benefits

The insurance benefits shall be paid out when the beneficiaries have submitted all documents required for the verification and assessment of the claim and the verification is positive.

The insurance benefits shall become due after a period of four weeks from the date upon which Sympany has received all documents and information required on the basis of which it is satisfied that the claim is valid.

The insurance benefits shall be paid out in Swiss francs (CHF).

5 Obligations of the policyholder and the insured

5.1 Obligation to notify and medical examination

All facts relevant to the assessment of the risk that are known or should have been known must be mentioned truthfully and in full in the application form. If such facts are concealed or described incorrectly, Sympany may terminate the contract by written notice within four weeks of finding out about the violation of the obligation to notify. The notice of termination shall take effect when it is received by the policyholder.

If the contract is cancelled by notice of termination, Sympany's obligation to pay benefits for any loss already suffered, the occurrence or extent of which was affected by the lack of or wrong information regarding a significant risk-relevant fact, shall also lapse. Sympany shall be entitled to the reimbursement of any benefits already paid. There shall be no claim to any premium refunds.

The policyholder and the insured are obliged during the entire application procedure to notify Sympany of all changes that are known or should be known to them. If such facts should change (e.g. changes to the state of health due to illness or accident, increases in risk, etc.) between the date of the application and the date on which the insurance begins, the policyholder must also notify Sympany and supplement or correct the declaration made in the application. Sympany reserves the right to subsequently adjust the insurance cover to take account of these new facts.

5.2 Handling of a claim

Incapacity for work that is likely to activate Sympany's obligation to pay benefits must be reported without delay.

Death must be reported immediately. The documents required for the verification and assessment of the insurance claim must also be submitted without delay.

5.3 Obligations of the insured in the event of illness

The insured person shall be subject to an obligation to cooperate and to mitigate loss. The insured person shall grant Sympany the authority to request files and information from hospitals, medical centres, government offices, insurance companies, social security institutions and third parties and to release these institutions from the duty of confidentiality.

The insured shall without delay provide Sympany with all information requested regarding his previous and present state of health and the course of the illness.

Sympany reserves the right to require the insured person to undergo an examination by a physician designated by Sympany. The insured person must undergo the examinations and follow the instructions of the physician appointed by Sympany at the latter's expense.

In the event that the beneficiaries fail to fulfil one or more of these obligations, the benefits shall not be paid out and Sympany shall be permitted to deny benefits. Should this occur, the obligation to pay premiums shall continue.

5.4 Notices and correspondence

All notices and correspondence shall be addressed to Sympany. In the event of a claim, Sympany shall pay out the benefits.

6 Premiums

The premiums shall be calculated according to the age category of the insured and the size of the sums insured. When set or adjusted, premiums shall remain guaranteed for one calendar year. There shall be no tariff guarantee.

Premiums shall be owed until the insurance cover lapses. In cases where disability capital arises from this contract, liability to pay disability risk premiums shall lapse upon expiry of the waiting period for disability capital pursuant to Section 4.4.2.

7 Special provisions

7.1 Military service

Active service without warlike activities in order to safeguard Swiss neutrality or to maintain public order within Switzerland shall be deemed military service during times of peace and shall be covered by this insurance policy. In the event that Switzerland engages in war or warlike activities, the relevant provisions issued by the Federal Council shall apply.

7.2 Place of performance

The place of performance shall be the beneficiary's place of residence in Switzerland or Liechtenstein. In the event that such a place of residence does not exist, the place of performance shall be the domicile of Sympany.

7.3 Jurisdiction and applicable law

In the event of a dispute arising from this contract, the beneficiaries may choose either the legal venue of their place of residence in Switzerland or the

legal domicile of Sympany as the place of jurisdiction. This contract is exclusively subject to Swiss law.

7.4 Entry into force and amendments

These Special Terms and Conditions (STC **capita illness**) shall enter into force on 1 January 2022.

The insured person shall be notified of any amendments to the Special Terms and Conditions (STC **capita illness**) at least three months prior to their entry into force.

8 Age groups

Age-based rates apply to this insurance category. This means that premiums in this insurance category tend to rise as the insured person progresses to each subsequent higher age group:

years of age					
0-3	16-20	26-30	36-40	46-50	56-60
4-15	21-25	31-35	41-45	51-55	61-65

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