

# General Terms and Conditions for the collective insurance of daily allowances for paternity leave

**PP**

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## Art. 1 Insurer

The Insurer is «Groupe Mutuel Assurances GMA SA» hereafter (GMA SA), with its main office at Rue des Cèdres 5, 1920 Martigny.

## Art. 2 Policyholder

The policyholder is the company which contracts the collective insurance with GMA SA, and which employs the insured.

## Art. 3 Insured persons

The circle of persons qualifying for insurance is specified in the policy and encompasses all male employees who have been in the Company's service in Switzerland or in the Principality of Liechtenstein for at least 270 days without interruption.

## Art. 4 Acceptance conditions

Any company having its principal place of business in Switzerland may contract insurance coverage for its employees subject to Swiss Labour laws.

## Art. 5 Purpose of the insurance

- GMA SA provides coverage against the financial consequences of paternity leave taken by the Company's male employees.
- Paternity is understood as meaning the completed birth of a child recognised or officially adopted by the insured.

## Art. 6 Beginning and end of coverage

- For each insured, coverage starts after 270 days of uninterrupted employment with the Company, but not before the policy comes into effect.
- For each insured, insurance coverage and entitlement to benefits cease:

- when the insured leaves the circle of persons qualifying for insurance;
- if the insured takes voluntary leave without pay;
- on termination or suspension of the insurance contract;
- if the policyholder transfers its domicile abroad;
- if the policyholder definitively ceases its business activities.

## Art. 7 Insurance coverage and insured benefits

- Coverage is conditional on the employee being granted paternity leave in accordance with the terms expressly defined in the employee regulations of the policyholder or in the applicable collective bargaining agreement.
- For the duration of the paternity leave granted by the policyholder in accordance with employee regulations or the collective bargaining agreement in force when the insured event occurs, GMA SA will pay a daily allowance for each employee on paternity leave.
- The maximum duration of the daily allowance payments and the percentage coverage rate are stipulated in the policy.
- Indemnity insurance are calculated based on the insured person's gross AVS/AHV salary at the time of the insured event in indemnity insurance accordance with the policyholder's declaration made on the insurer's relevant forms. The maximum annual salary used for calculating the daily allowance may not, however, exceed CHF 250,000 per person. The daily allowances thus paid fall within the scope of the loss insurance.
- Unless otherwise provided, the amount of the daily allocation is calculated as follows: gross AVS/AHV monthly salary multiplied by 12 (or 13 months, where applicable), divided by 260 days, times the contractual percentage coverage rate.
- The birth of multiples counts as a single event for the entitlement to benefits.

## **Art. 8 Exclusions**

1. If an employee waives his paternity leave, no allowance is payable.
2. A partial waiver of paternity leave will be indemnified proportionately.
3. Employees taking paternity leave more than six months after a child is born or adopted are not entitled to a daily allowance.
4. The insurance coverage does not apply to abortions or stillbirths.

## **Art. 9 Beginning and end of insurance contract**

1. The policy indicates the effective date as well as the expiry date which is on 31 December of a calendar year.
2. Unless the policy is cancelled by registered letter by 30 September of the current calendar year, it will be tacitly renewed from one year to the next.
3. If the Company ceases its business activities, termination will be accepted for the end of the corresponding month. The Insurer must be informed within 30 days if the Company closes down or is placed into bankruptcy.
4. The Insurer expressly waives his legal right to cancel the contract following loss or damage save in case of misrepresentation, fraud or non-disclosure, or attempted misrepresentation, fraud or non-disclosure.
5. The contract may be cancelled if the policyholder makes or attempts to make illegal profits causing the Insurer prejudice.

## **Art. 10 Premiums**

1. A provisional premium is first invoiced at the beginning of the contract and then at the beginning of each calendar year.
2. A final premium statement is drawn up at the end of the calendar year based on the aggregate gross AVS/AHV salaries paid by the Company to its male employees in the year just ended.
3. A year means a calendar year.

## **Art. 11 Obligations of the policyholder**

1. To claim daily allowance benefits, the policyholder shall file a declaration on the form provided by the Insurer. The declaration shall be accompanied by supporting documents evidencing:
  - the salary paid to the employee
  - the birth or adoption of the child concerned, and the names of its parents.At the Insurer's request, the policyholder shall provide a copy of the applicable employee regulations or collective bargaining agreement.
2. The policyholder shall provide the Insurer with all necessary indications for the final premium calculation.
3. The Insurer reserves the right to check that the documents received are true.

## **Art. 12 Legal basis**

The contract is based on:

1. The employee regulations or collective bargaining agreement in force at the time of the insured event.
2. These General Terms and Conditions of insurance, any additional special terms and conditions of insurance, the provisions of the policy and any addendums thereto.
3. The statements made in the insurance proposal and any other written statements of the policyholder.
4. The Federal Law on Insurance Contracts (LCA/VVG) of 2 April 1908.
5. Swiss law is applicable without regard to conflict of laws rules in the Federal Law on International Private Law (LDIP/IPRG).

## **Art. 13 Notices**

1. Notices shall be addressed to the administrative office of Groupe Mutuel Assurances GMA SA, or to one of its official agencies.
2. Notices made by the Insurer are valid if they are sent to the last Swiss address communicated to the Insurer by the policyholder.

## **Art. 14 Jurisdiction**

1. Save any special provisions to the contrary, the obligations arising from the contract shall be performed in Switzerland and in Swiss francs.
2. In case of dispute, the policyholder or the beneficiary may choose the jurisdiction of the courts of his place of residence in Switzerland, or of the registered office of the Insurer.