REGULATIONS

Valid as from 1st January 2023

EXFOUR *DAILY SICKNESS ALLOWANCE INSURANCE OFFICE*

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For reasons of better readability, the masculine form is used in these regulations when referring to persons and personal nouns. Corresponding terms apply to all genders for the purpose of equal treatment. The abbreviated form of language is for editorial reasons only and does not imply any judgement.

I. Insured

Art. 1 Insured persons

1 Unless otherwise provided in an agreement with the office, all employees of the member firm with a salary subject to OASI contributions are part of the circle of insured persons until they reach the statutory reference age. Young people not yet subject to OASI contributions as well as persons with a salary subject to OASI contributions of less than CHF 2'300 (in force since 01.01.2011) may be insured by special agreement with the office.

2 Employees who, for specific reasons, do not wish to be insured have to be reported to the office with the form *Notice of Exemption*. The completed and signed form has to be received by the office within 30 calendar days after entering the service.

3 Persons entering the service of a member firm only after drawing an OASI old age pension cannot be insured. The same applies to a deferred OASI old age pension.

4 Self-employed people and family members working for the company may be insured on a voluntary basis.

5 The insurance may be subject to the submission of a health declaration which, in specific cases, the office shall be entitled to request from individuals.

6 Unemployed persons have the right to be individually insured for daily benefits of 80 per cent from the 31st day, if they are considered as unemployed according to Art. 10 AVIG immediately after exclusion from the circle of insured persons. The daily benefits must not exceed the unemployment benefits.

The written declaration of transfer to individual insurance, enclosing the first statement of the unemployment insurance, has to be received by the office within 90 calendar days after leaving the circle of insured persons. The declaration is to be sent by postal way by the previously insured person.

Art. 2 Commencement of the insurance

For employees the insurance begins with the commencement of work at the member firm, for self-employed persons from the date agreed upon. If an incapacity for work is persisting at this date, the insurance will begin only after the person concerned is able to work at 100 per cent.

Art. 3 Medical examination on admission

The admission to insurance or a possible subsequent higher insurance of self-employed persons may depend on the result of a medical examination, which the office shall be entitled to require. The office shall assume the costs for the examination. The medical examiner will be appointed by the office.

Art. 4 Admission with reservation

1 The office may impose reservations on the relevant disease or the consequences of an accident to self-employed persons who, according to their own declaration or to a medical diagnosis, suffer from any kind of illness, affliction or the consequences of an accident.

2 At the time of admission to the insurance, any reservation will have to be communicated to the insured person in writing. The reservation has to refer to clearly defined diseases or to the consequences resulting from an accident.

3 The duration of the reservation will be defined by the office. However, the duration of the reservation shall lapse automatically 5 years since the commencement of the insurance.

Art. 5 Deferral of the beginning of benefits

1 By written agreement with the office, the drawing of benefits may be deferred. Such an agreement is also applicable for confinement benefits.

2 Should a relapse occur within 180 days, the chosen deferral shall be applied once only during the same illness.

3 If the drawing of benefits is deferred, the maximum period for which benefits may be drawn is shortened accordingly.

II. Contributions

Art. 6 Calculation and levy of the contributions

1 The contributions are levied in percentage of the sum of salaries subject to OASI contributions or the insured income thereof, respectively. Generally, they have to be remitted to the office quarterly.

2 Extraordinary (sporadic, variable or non-recurring) salary elements, such as management board remunerations, long service awards, performance bonuses, bonuses, extra pay for shift work, pay-outs for overtime, termination pays etc. may be exempted from the insurance by special agreement with the office.

3 The employee's contribution will be deducted from each salary payment.

4 The amount of the maximum insurable income corresponds to the maximum amount of the insured earnings pursuant to the compulsory accident insurance as well as the unemployment insurance. By agreement with the office, this income limit may be increased inasmuch as the daily benefits do not exceed the amount of CHF 240'000 per calendar year.; for the options subject to a 80 per cent daily benefit, the maximum limit amounts to CHF 300'000 a year.

5 If the member firm agrees with the office an income limit higher than CHF 200'000, daily benefits up to an insured annual income of CHF 200'000 will be paid out without further examination. Persons wishing to insure salary elements exceeding this amount (up to a maximum of CHF 300'000) will have to submit first a health declaration to the office for examination. For insurance options subject to a 100 per cent daily benefit, this corresponds to an income limit or a maximum insured annual salary of CHF 160'000.

6 Self-employed persons have to agree upon the income to be insured with the office.

7 Employees are exempted from the payment of contributions for the duration and extent of the drawing of daily benefits. This does not apply to self-employed persons and individually insured persons.

Art. 7 Persons in service (military service, civil defence, civilian service)

1 During the time of the service the contributions for self-employed persons are to be paid to the full extent and for employees to the extent of the paid out remunerations subject to OASI contribution. Persons falling ill during service are entitled to daily benefits equivalent to the contribution paid, as long as no profit results from it.

2 For the duration of a possible active service the board of directors may define rules differing from this regulation in regard to contributions and benefits for persons in service.

Art. 8 Consequences of default

1 For contributions that are not paid within 30 days after the end of a quarter, the office will issue a written reminder, fixing an extension period of 10 days. If the contributions owed are not settled within this time, the entitlement to benefits is suspended for as long as the default lasts.

2 The debtor has the right to ask the office for a deferment of payment. If such a request is granted, the consequences of default do not come into effect for the duration of the deferment of payment.

3 If there is a considerable delay in payment, a default interest will be charged. Concerning the interest rate and the calculation the relevant OASI provisions shall be applied accordingly.

Art. 9 Employer checks

The office is entitled to check - by means of on-site inspections or in any other way - whether the contributions have been settled correctly and completely.

III. Benefits

Art. 10 Amount and calculation of daily benefits

1 In case of complete incapacity for work, the office generally grants benefits of 80 per cent based on the average daily earnings of the insured person before his/her incapacity for work unless otherwise provided.

2 In case of a partial incapacity for work the ensured person is entitled to daily benefits corresponding to the degree of the incapacity for work, provided that the degree of the incapacity for work is at least 25 per cent. Indemnified days subject to partial incapacity for work are considered entire indemnified days for the calculation of the waiting period and the period of indemnification.

3 The average daily income is generally calculated as follows:

Weekly salary	:	7
Monthly salary	:	30
Annual salary	:	360

4 In case of short absences (up to 3 consecutive days of work) the average daily income is calculated as follows:

Weekly salary	:	5
Monthly salary	:	22
Annual salary	:	264

5 In case of short absences the daily benefits are granted only for the actual working days.

Art. 11 Reduction and exclusion from the entitlement to daily benefits

1 If the incapacity for work is the result of gross negligence of the insured person, the daily benefits will be reduced accordingly. If the insured person has caused the incapacity for work intentionally, the entitlement to daily benefits is not applicable.

2 No daily benefits are granted if the incapacity for work is the result of prophylactic measures, beauty and hygiene treatments, cosmetic surgery, hair loss treatments, slimming cures and the like.

3 No daily benefits can be granted for the incapacity for work as a result of

a) brawls and fights (except when the insured person was physically assaulted as an uninvolved bystander or injured while trying to help);

b) alcohol abuse and taking of drugs and medicines not medically prescribed;

c) ionising radiation and radioactivity;

d) statutory offences;

e) military service abroad and warlike events;

f) earthquakes.

Art. 12 Beginning and duration of the entitlement to daily benefits

1 The entitlement to daily benefits generally starts with the first day of the incapacity for work, unless a deferral of the beginning of the daily benefits has been agreed. It ends on the day on which the insured person is able to work fully again or to a degree of at least 75 per cent, but no longer than 720 days within 900 consecutive days. Partial incapacity for work and/or a reduction of the daily benefits as a result of an overinsurance as defined by art. 14 par. 3 and art. 19 do not lead to an extension of the payment period.

2 Incapacities for work lasting longer than 3 consecutive calendar days have to be attested by a medical certificate which has to be sent to the office. In the case of accumulation of short absences, the office shall also require a medical certificate for absences of less than 3 days.

3 Abrogated

4 Employees fallen ill are entitled to daily benefits only if the first day of illness occurs before the termination of the employment or before the termination of the salary entitlement respectively.

5 In case of an incapacity for work during an unpaid leave or a temporary closure of the business operations, the entitlement to daily benefits shall continue only if the member firm has declared to the office before the termination of the obligation of salary payment that the insurance shall be continued for the period of the interruption and the contributions shall be paid accordingly.

6 To insured persons who draw an old-age pension from the OASI and who continue to be insured in accordance with Art. 27 c), the entitlement to daily benefits generally begins on the first day of incapacity for work, unless a deferral of benefits has been agreed. It lasts until the day on which the insured person is able to work fully or more than 75 per cent again, but for no longer than 240 days within 360 consecutive days. Art. 10 para. 2 remains reserved. The same shall be applicable in case of a deferred OASI old age pension.

7 In case of an entitlement to integration measures of the DI during an incapacity for work for which a daily benefit is payable, the DI daily benefits shall be compensated with the daily benefits paid by the office. If an incapacity for work entitled to daily benefits immediately continues after the DI integration measure, the entitlement to daily benefits shall cover a maximum of 720 days since the beginning of the incapacity for work within 900 days, taking into account the days entitled to sickness benefits during the DI integration measure.

Art. 13 abrogated

Art. 14 Entitlement to daily benefits in case of maternity

1 Provided that until the day of confinement the insured person has been part of the circle of insured persons for a minimum of 270 days, she is entitled to confinement benefits to the extent of 112 daily benefits (16 weeks). In cases where the employment with the member firm is terminated earlier than 4 weeks before the confinement, the entitlement to confinement benefits shall not be applicable.

2 The confinement benefits start 14 days (2 weeks) before birth and will last 112 days at the latest, provided the insured person does not resume work within this period. If the interruption of work before birth is less than 14 days, the confinement benefits shall start on the day the insured person stops working, but latest on the day of birth.

3 Entitlements to maternity and care allowances according to the federal law on income compensation for persons doing service (military) and in case of maternity and paternity, as well as to corresponding benefits in accordance with other legal provisions, shall be credited to the confinement benefits to be paid by the office. The settlement of the confinement benefit shall be made after the maternity or care allowance has been determined.

4 Incapacities for work due to medical conditions caused by pregnancy entitle to the drawing of daily benefits, if the ensured person was part of the circle of insured persons at the beginning of the pregnancy.

Art. 15 Exhaustion of the entitlement to benefits

1 Once an insured person has received the benefits according to art. 12 par. 1, the entitlement to benefits shall be expired.

2 The insured person cannot avoid the expiration of the entitlement to benefits by renouncing to benefits from the office before the end of the medically certified illness.

3 Insured persons whose entitlement to benefits has expired and who can expect to receive benefits from the DI and continue to be partially employed by the same member firm, may continue to be insured against loss of earnings to the extent of their remaining work capacity in the event of other diseases. This requires a special agreement with the office. The office may make continued insurance dependent on the submission of a health declaration or the result of a medical examination and may apply insurance reservations in accordance with art. 4.

Art. 16 abrogated

Art. 17 Stay abroad

1 Insured persons who during their illness go abroad without approval of the office are not entitled to any benefits from the office during their stay abroad.

2 In case of illness abroad the daily benefits will only be paid for 3 months at the most.

3 The provisions of par. 1 and 2 do not apply for insured persons residing abroad.

Art. 18 Treatment at a health resort

1 Daily benefits shall also be paid during a treatment at a health resort as long as the physician in charge considers the treatment necessary to regain health and has prescribed it. A medical certificate has to be submitted to the office before the treatment begins.

2 No entitlement to daily benefits is applicable to recovery stays.

Art. 19 Overinsurance

1 If the office ascertains an overinsurance in case of illness, the daily benefits are reduced to such an extent that the insured person may not make a profit. The benefits shall not exceed the amount of the insured daily benefits, whereas disablement allowances and additional compensations for helplessness paid by social insurance organisations are not taken into account for the determination of the overinsurance.

2 For checking purposes the insured persons shall have to notify other emoluments in case of illness. This also includes maternity, care, paternity and adoption allowances in accordance with the federal law on income compensation for persons doing service (military) and in case of maternity and paternity.

3 In case of an overinsurance because of DI pension benefits paid retroactively the office is entitled to claim back daily allowances paid in advance directly from the compensation office in charge of the back payments to the extent that no profit results for the insured person according to par. 1.

Art. 20 Benefits from third parties

1 If the insured person is insured for daily benefits with another insurer who also reserves the right to reduce the benefits in case of emoluments by third parties, the office will reduce its benefits proportionally to the sum of benefits.

2 If the third party denies its obligation to pay benefits, the office will pay the full benefits. However, beforehand the insured person has to assign - if transferable - the entitlement to benefits from the third party to the office to the extent of the payments to be made by the office. Insured persons who do not claim their entitlement from third parties or do not transfer them to the office, or conclude a settlement with third parties without the approval of the office, will forfeit any entitlement to insurance benefits of the office.

Art. 21 Suspension of benefits

Entitlement to benefits can be suspended for insured persons who

a) during the illness do not follow the instructions of the physician in charge;

b) fail to report the illness to the employer or report it too late;

c) do any work during the illness for consideration or gratuitously;

d) leave a hospital or a medical institution without medical authorisation or are discharged as a result of a medical order for disciplinary reasons;

e) give false information to the physician, the employer or the office;

f) do not comply with the directives of the office;

g) repeatedly violate the regulatory provisions or defy the directives and decisions of the organs of the office.

Art. 22 External residence and change of address

1 Temporary external residence at home or abroad during the drawing of insurance benefits is only allowed with the approval of the office and by indicating the residence.

2 During the drawing of insurance benefits the office has to be notified immediately in case of a permanent change of domicile by notifying the new address.

Art. 23 Duties of conduct in case of incapacity for work of the insured person

1 In case of an incapacity for work to be expected to last more than 3 days, the insured person is obliged to:

a) notify the employer of the incapacity for work on the first day;

b) demand a sickness certificate;

c) answer the relevant questions on the sickness certificate;

d) to request a medical certificate from the attending physician;

e) to forward the sickness certificate and the medical certificate after their issuance immediately to the employer or directly to the office;

f) strictly follow the instructions of the physician and to undergo possible independent medical examinations arranged by the office;

g) resume work immediately after regaining full or partial ability to work and to hand over to the employer the final report of the physician in charge;

h) inform the employer or the office without delay if the physician is replaced during the incapacity for work;

i) in case of incapacity for work lasting more than 90 days since the beginning of the incapacity for work, to submit a *registration for Adults: Professional Integration/ Pension* to the DI office of the canton of residence within 30 days after the notification by the office.

2 The employer is committed to forward the notification of incapacity for work of the insured person, the sickness certificate, medical certificates and the physician's final report to the office immediately.

3 The sickness certificate or the short absence notification as well as the medical certificate in case of incapacity for work of more than 3 calendar days must be in the possession of the office by the 10th calendar day after the beginning of the incapacity for work. In case of insurance options with a deferred drawing of benefits, this delay is extended by the agreed deferral period. If the incapacity for work is not reported in time, the office shall be entitled to refuse payment of daily benefits or to reduce the retroactive entitlement to the last ten days after receipt of the sickness certificate and of the medical certificate.

Art. 24 Payment of daily benefits

1 After receiving the notification of incapacity for work the office will inform the employer if the daily benefits will be paid and if applicable to which extent and from which day.

2 In general the payment of the daily benefits has to be made by the employer at the same intervals as the salary payment before the illness.

Art. 25 Non-transferability of the entitlement to daily benefits

The entitlement to daily benefits can neither be transferred nor pledged.

Art. 26 abrogated

IV. Expiry of the insurance

Art. 27 Expiry of the insurance

The insurance expires

a) upon death of the insured person;

b) at complete exhaustion of the entitlement to benefits (exception: art. 15 par. 3);

c) at the end of the month in which the insured person reaches the reference age. Upon request, the office may defer the exit from the insurance for a maximum of 5 years. The request for continued insurance has to be submitted to the office not later than 60 calendar days before reaching the reference age. The office may make continued insurance conditional on the submission of a health declaration or the result of a medical examination and may apply insurance reservations in accordance with art. 4. Art. 12 par. 6 remains reserved.

d) for individually insured persons at termination of the membership with the office, but latest at the end of the month before the drawing of an OASI old age pension;

e) for insured employees at the termination of the employment contract with the member firm, the employer is committed to inform the departing insured persons in writing and at the latest at the time of their departure about the requirements for the transfer to the individual insurance and about the deadline of 90 days to be observed after the departure;

f) at termination of the membership of the employer who employs the insured person

g) by exclusion for important reasons.

Art. 28 Termination of the employment

1 If the employment with an insured employee who has fallen ill will terminate during the entitlement to daily benefits, the insurance ends with the end of the incapacity for work certified by a physician, at the latest with the exhaustion of the entitlement to daily benefits.

2 If a partial incapacity for work exists at the time of the termination of the employment, the insurance is continued to this extent. The employed person is entitled to conclude an individual insurance to the extent of the ability to work at that time according to art. 1, par. 6.

Art. 29 Temporary employment

In case of temporary employment the insurance and with it the obligation to pay benefits ceases in any case with the termination of the employment, even if an incapacity for work certified by a physician exists at that moment.

V. Administration of justice

Art. 30 Rights of appeal

1 Complaints against orders of the office can be lodged with the board of directors. The complaint has to be submitted in writing and justified to the office within 30 days upon receipt of the order.

2 Against decisions of the board of directors a complaint can be lodged with the cantonal insurance court of Basel-Stadt within 30 days upon delivery.

VI. Miscellaneous

Art. 31 Notifications and sanctions

1 Notifications of the office shall be published in newsletters or leaflets.

2 Employers and insured persons are committed to observe the notifications and directives of the office. The causing party will be held liable for any damage resulting from non-compliance.

Art. 32 Effective date

1 These regulations become effective from 1st January 2023 and replace the ones dated 18 th September 2020.

2 In case of doubt the German version applies.

Basle, 15th June 2022

DAILY SICKNESS ALLOWANCE INSURANCE OFFICE

The president: Thomas Ineichen