Waiver of Premiums

Supplementary Conditions (SC)
Version 01.2026

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Legal entity: CSS Life Insurance Ltd, Tribschenstrasse 21, 6002 Lucerne

I General

1 Introduction

1.1 In the interests of readability, the masculine form is used throughout this text to refer to persons of all genders.

1.2 These Supplementary Conditions (SC) apply to contracts under the Federal Insurance Contract Act (*Versicherungsvertragsgesetz*, VVG).

1.3 These SC supplement the rules set out in the General Insurance Conditions (GIC) and provide additional details; they generally take precedence over the rules in the GIC. Where specific rules are not included in these SC, the general rules of the GIC will apply.

1.4 Unless expressly stated otherwise, the provisions of these SC govern tied pension plans (pillar 3a) as well as flexible pension plans (pillar 3b).

II Definitions

2 Loss of earning capacity

2.1 Persons in gainful employment

A loss of earning capacity is deemed to exist if the insured person is totally or partially incapable of working in his own occupation or in any other reasonable occupation due to the consequences of an illness or accident that can be medically and objectively determined and this results in a loss of earnings or comparable financial disadvantage in the context of a balanced labour market. An occupation is considered reasonable if it is commensurate with the person's professional standing and abilities, even if the necessary skills must first be acquired through retraining. The labour market situation has no influence on what is considered reasonable. CSS Life Insurance Ltd (CSS) determines the onset, degree and duration of the loss of earning capacity. CSS may be guided in this by the decision of the Federal disability insurance (IV), but is not bound by the latter's investigations and decisions.

2.2 Persons not in gainful employment

A loss of earning capacity is deemed to exist if the insured person is totally or partially incapable of performing his previous tasks (e.g. housework) or of continuing his training due to the consequences of an illness or accident that can be medically and objectively determined and is unable to undertake or complete any other task or training suited to his abilities and knowledge. CSS determines the onset, degree and duration of the loss of earning capacity. CSS may be guided in this by the decision of the Federal disability insurance (IV), but is not bound by the latter's investigations and decisions.

3 Degree of loss of earning capacity

The degree of loss of earning capacity for persons in gainful employment is determined by the loss of earned income. This is determined by comparing the income subject to AHV deductions before and after the onset of loss of earning capacity. The difference, as a percentage of the previous income, represents the degree of loss of earning capacity. For employees with an irregular income (employees working on a commission basis, temporary employees, employees with a seasonal income, etc.) and self-employed persons, the average income subject to AHV deductions of the last two full calendar years is used. For other employees, the income of the month preceding the onset of loss of earning capacity serves as the basis for comparison.

For persons not in gainful employment, the degree of loss of earning capacity is measured with reference to the restriction in their ability to perform their usual and customary activities (activity comparison). To this end, activities performed by the insured person before the onset of loss of earning capacity are compared with those activities that can still be performed or reasonably expected to be performed after the loss of earning capacity. If the insured person is only in part-time gainful employment, the degree of loss of earning capacity is determined with reference both to the loss of earnings corresponding to his actual level of employment and to the restrictions in his ability to perform activities outside work; the calculation is based on the occupation at the onset of loss of earning capacity and the actual level of employment.

4 Waiting period

The waiting period is the period between the onset of loss of earning capacity and the date on which the waiver of premium payments begins. The waiting period starts with the onset of the state of continuous incapacity to work which leads to the loss of earning capacity, but no earlier than on the date on which the insured person first seeks medical treatment in this respect.

III Benefits

5 Waiver of premiums for loss of earning capacity

If the insured person suffers a loss of earning capacity during the agreed term of the insurance, CSS will waive premium payments after the agreed waiting period expires.

If the loss of earning capacity is at least 25% and less than 70%, the extent of the premium waiver will correspond to the degree of loss of earning capacity. If the degree of loss of earning capacity is less than 25%, there will be no entitlement to a waiver of premiums. If the degree of loss of earning capacity is 70% or more, premiums will be waived completely.

The obligation to pay benefits ends as soon as the insured person regains his earning capacity, but at the latest when the premium payment period ends. If the loss of earning capacity occurs before the agreed start date of the insurance, it will not be covered.

6 Relapse

If the same cause gives rise to a renewed loss of earning capacity within six months of regaining full earning capacity, there will be no new waiting period.

7 Gross negligence

CSS waives its right to reduce benefits if the insured event is caused by gross negligence.

8 Life certificate

CSS may require the insured person to periodically submit a life certificate. If the insured person fails to satisfy this duty to cooperate, CSS may discontinue the pension payment or waiver of premiums until the requested information is provided.

9 Provisional insurance cover

CSS grants provisional insurance cover for a maximum of 30 days during the admission procedure. Provisional insurance cover begins either on the preferred date for the beginning of insurance or, if the application reaches CSS later, on the date the application is received. To be eligible for provisional insurance cover, at the time the application is made the insured person must be fully capable of earning an income and must not be under medical treatment or supervision. Provisional insurance cover does not apply to pre-existing health impairments and their consequences.

Provisional insurance cover comprises the benefits applied for, but no more than CHF 200,000 (sum of waiver of premiums) for all ongoing applications submitted by the same insured person. Provisional insurance cover ends as soon as CSS has accepted the application or, if the application is rejected, when the rejection letter is sent. Provisional insurance cover will also be granted if CSS accepts the application but amends the terms and conditions (counteroffer). If the policyholder rejects the counteroffer, provisional insurance cover will cease.

10 Nature of insurance cover

The waiver of premiums constitutes a form of non-life insurance as the benefit amounts are determined by the degree of loss of earning capacity and not by the event itself. CSS will refrain from reducing or reclaiming benefits if there is any overinsurance.

IV Reassessing the entitlement to benefits

11 Reassessing the entitlement to benefits

11.1 CSS must be notified immediately in writing or in another text form capable of producing a written record of any changes to the degree of loss of earning capacity or occupation while benefits are being paid by CSS. If the degree of loss of earning capacity falls, the entitlement to a waiver of premiums will be reduced accordingly. If the degree of loss of earning capacity increases, the entitlement will rise accordingly.

11.2 For the purpose of reviewing the loss of earning capacity, CSS has the right at any time to request that the insured person be assessed by a doctor in Switzerland specified by CSS. The insured person will bear the travel costs.

11.3 CSS has the right to review the loss of earning capacity at any time. If there is a reduction in the degree of loss of earning capacity, CSS has the right to demand payment of additional premiums.

V Exclusion of benefits

CSS does not provide benefits:
– if the insured event is caused deliberately;
– in case of attempted suicide;
– in case of deliberate self-harm.
Further benefit exclusions as set out in Art. 24 of the GIC apply.

VI No surplus participation

This insurance is not entitled to participate in the surplus profits.

VII Surrender and conversion to paid-up insurance

This insurance may not be surrendered or converted into paid-up insurance.

Form. 712e-01.26-pdf