

GROUP ACCIDENT INSURANCE

GENERAL INSURANCE CONDITIONS (GIC).

Edition 2012, for operations not subject to the UVG

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Client information

Overview of your accident insurance supplementary to the UVG

Dear Client

This document governs the provisions of group accident insurance for operations not subject to the Federal Accident Insurance Act (UVG). The introduction offers an overview of the most important aspects of the insurance. The following pages explain in detail the legally binding insurance conditions.

Who is the insurance carrier?

SWICA Insurance Ltd., Römerstrasse 37, 8401 Winterthur.

Who is insured?

The insurance covers the persons and groups defined in the policy.

What is insured?

The insurance covers accidents that occur during the contract term (see Art. 8).

What is not insured?

The insurance does not cover accidents (Art. 9) that

- result from warlike incidents or acts of terror;
- occur while the person is serving in a foreign military;
- result from participation in warlike acts, acts of terrorism, or gang-related crimes;
- result from earthquakes in Switzerland or the Principality of Liechtenstein;
- result from ionizing radiation and damage from nuclear energy.
- For insured persons who have reached the statutory AHV retirement age at the time of the accident, lump sum benefits for disability and death are limited.
- This list also includes acts of daring and participation in civil unrest, brawls and fights, as well as committing crimes and misdemeanours and participation in races with motor vehicles.

What benefits can be insured?

- Medical expenses from accidents
- Daily accident benefits
- Daily hospital benefits
- Accident lump sum on disability or death

How is the premium calculated?

The premium is calculated based on the premium rates defined in the policy. If an advance premium has been agreed, SWICA will calculate the definite premium at the end of the year. Any difference that may arise is then either repaid or billed. This procedure does not apply in the case of flat-rate premiums. SWICA adjusts the advance premium accordingly for the following year.

If the premium rate increases, SWICA can adjust the premium. For this it must inform the policyholder at the latest 30 days before the insurance year ends. The policyholder then has the right to terminate the contract.

What are the policyholder's obligations?

The policyholder must

- pay the premium on time (Art. 26);
- declare the salaries (except in the case of agreed salaries) (Art. 25);
- inform SWICA immediately about an accident (Art. 21);
- inform SWICA about any significant increase in risk (Art. 28).

How long is the contract term?

The contract term is defined in the policy. At the end of the term, the contract automatically extends for an additional year unless one of the contracting parties receives notice of termination no later than three months before the term ends.

The policyholder can also terminate the contract during a claim involving an insured accident – without affecting the claim in question.

How does the policyholder share in a favourable claims history?

If insurance with surplus participation was purchased, the policyholder will receive a portion of any surplus that may be due from the contract on completion of three full insurance years.

The following formula is used to calculate the surplus:

$(\text{annual premiums} \times \text{premium portion} - \text{claims expenditure}) \times \text{surplus portion}$.

The premium portion and the surplus portion are shown in the policy.

What data is used and how?

SWICA obtains information about the following in connection with negotiating and managing the contract:

- Client data (name, address, date of birth, gender, bank details, etc.), stored in electronic customer files;
- Application data (answers to questions in the application, health data, medical reports, data from the previous insurer regarding the claims history);
- Contract data (term, insured benefits, payrolls, etc.), stored in contract administration systems and physical policy files;
- Payment data (dates on which premiums are paid, outstanding amounts, reminders, credit balances, etc.), stored in debt collection databases;
- Data on benefits (medical/accident reports by insured persons, investigation reports, invoices, etc.), stored in physical claims files and electronic applications.

This information is needed in order to verify and assess the risk, manage the contract, and process benefit cases correctly. After settling a benefit case, SWICA keeps the claims data for at least 10 years; it keeps all other data for 10 years from the date when the contract ends.

If necessary, the data will be forwarded to third parties involved in the contract, such as other participating insurers, the authorities, lawyers and external experts. Data can also be forwarded for the purpose of uncovering or preventing insurance fraud. SWICA can request and forward relevant information from the authorities, private and social insurance carriers, doctors and hospitals if authorized to do so by the applicant or insured person.

The companies of SWICA Healthcare Organization grant each other access to client data (in order to identify clients) and contract data (except application and claims data) in order to simplify administrative procedures and for marketing purposes.

Important!

For more information please refer to the quotation, application, policy and the General Insurance Conditions (GIC).

In order to enhance readability, only the masculine form is used throughout this text. It naturally always refers to female persons as well.

General Insurance Conditions (GIC)

Group accident insurance for operations not subject to the UVG

I Basic principles

The insurance carrier is SWICA Insurance Ltd., Römerstrasse 37, 8401 Winterthur, hereinafter referred to as "SWICA".

The relevant service centre is shown in the policy. For general questions, please call us free of charge on 0800 80 90 80 or send us an email to swica@swica.ch.

Art. 1 Basic contract information

This contract is based on the following:

- a) The policy
- b) The General Insurance Conditions and any supplementary insurance conditions and addenda;
- c) The Federal Insurance Contract Act (ICA) for matters that do not fall under letters a and b above;
- d) All written contractual agreements between SWICA and the policyholder or insured person that are on file.

II Validity of the insurance

Art. 2 Basic principle

- 1 This contract defines accident insurance for operations that are not subject to the UVG.
- 2 The insured persons and the insured benefits are defined in the policy.

Art. 3 Policyholder, insured person, insured companies

- 1 The term "policyholder" refers to the natural person or legal entity that has entered into the insurance contract.
- 2 The term "insured person" refers to the insured individual.
- 3 The insured companies are defined in the policy. The insurance covers all locations and branch offices of the policyholder in Switzerland, unless the policy contains provisions to the contrary.

Art. 4 Beginning, term, and end of the insurance contract

- 1 The beginning and end of the insurance contract are defined in the policy.
- 2 SWICA can refuse the application in writing until it has issued the policy or a definitive cover note. If it rejects the application, insurance cover ends three days after the policyholder is notified, in which case the prorated premium is due.
- 3 At the end of the term, the contract is renewed automatically for one year at a time. Both contracting parties can terminate the contract with effect from the end of the term. The notice of termination period is three months. Notice of termination must be given by registered letter. If the contract has been signed for a term of less than 1 year, it will end without notice of termination on the date specified in the policy.
- 4 Further reasons for ending the contract include:
 - The policyholder discontinues its business;
 - The registered office is moved abroad;
 - Bankruptcy proceedings are instituted against the policyholder (unless the premium continues to be paid by a third party - e.g. the liquidator).

Art. 5 Termination in the event of a benefit case

- 1 The policyholder can terminate the contract after any accident for which SWICA pays benefits. The policyholder must send the notice of termination to SWICA by registered letter no later than 14 days after it became or could have become aware of the payment. The contract ends when SWICA receives the notice of termination.

- 2 In the event of a benefit case, SWICA waives its right to terminate the contract, unless insurance fraud has been attempted or committed.

Art. 6 Territorial validity

- 1 Policyholders that have their registered office in Switzerland are covered worldwide.
- 2 If an insured person has an accident while abroad, SWICA will also cover the costs incurred there within the scope of the agreement.

Art. 7 Definitions

- 1 An **accident** is a sudden, unintended effect of an unusual external factor on the body that results in a physical, mental or psychological impairment, or that leads to death (Art. 4 ATSG). In the case of accident-like physical injuries, the provisions of the UVG apply.
- 2 **Incapacity for work** is the full or partial inability to exercise the current profession and do work that can be reasonably expected due to an impairment of physical, mental or psychological health (Art. 6 ATSG). In the case of incapacity for work over a prolonged period, performing a reasonable activity in another field or remit must also be considered.
- 3 The provisions under the UVG apply in relation to the term "**doctor**".
- 4 **Spas** are institutions that offer follow-up treatment or rehabilitation services, are managed by doctors, and have the necessary and properly trained medical staff and appropriate facilities.
- 5 **Hospitals** are defined as Swiss institutions and departments of such that provide inpatient treatment for illnesses and the consequences of accidents, that are managed permanently by doctors, and that have the necessary and properly trained medical staff and appropriate facilities.
- 6 **ATSG** Federal Law on the General Part of the Social Security Law (SR 830.1)
GIC General Insurance Conditions
IVG Federal Law on Disability Insurance (SR 831.20)
KVG Federal Law on Health Insurance (SR 832.10)
MVG Federal Law on Military Insurance (SR 833.10)
UVG Federal Accident Insurance Act (SR 832.20)
ICA Federal Insurance Contract Act (SR 221.299.1)

III Insured benefits

Art. 8 Subject of the insurance

- 1 SWICA insures the economic consequences resulting from accidents. The scope of the insurance benefits is defined in the policy.
- 2 The insurance covers occupational accidents that occur during the contract term.
- 3 Non-occupational accidents are insured only if this has been expressly agreed in the policy.
- 4 Occupational accidents refers to accidents that occur while the person
 - works for an insured company or exercises an insured function;
 - is on a break from work, provided he remains on the company's premises;
 - is on the direct way to or from work.All other accidents fall under non-occupational accidents.
- 5 Overall entitlement to benefits from all accident insurance policies with SWICA (except mandatory accident insurance under the UVG) is limited to CHF 10 000 000 per person and event.

Art. 9 Exclusions and reductions

- 1 Excluded from the insurance are accidents
 - a) resulting from warlike incidents or acts of terror.
 - However, if the insured person is overtaken by such events while abroad, insurance cover remains in place until 14 days after the first incident;
 - If the insured person becomes a victim of aircraft hijacking, SWICA pays the full benefits, even if the aircraft is hijacked in a country that is engaged in armed conflict.
 - SWICA does not pay benefits if the insured person is the victim of an aircraft hijacking that takes place more than 48 hours after a war breaks out.
 - b) while serving in a foreign army;
 - c) resulting from participation in acts of war or terrorism, or in gang-related crime
 - d) when participating in civil unrest;
 - e) when participating in fights and brawls, unless the fighting parties injure the insured person as a non-participant or while he is assisting a defenceless person;
 - f) when committing or attempting to commit a crime or misdemeanour;
 - g) when participating in races with motor vehicles of all kinds or while training for such;
 - h) when committing acts of daring. Acts of daring are actions in which the insured person exposes himself to particularly high risk without taking or being able to take precautions that would reduce the risk to a reasonable level. Rescuing others, however, is insured even if doing so is considered an act of daring.
 - i) resulting from earthquakes in Switzerland or the Principality of Liechtenstein;
 - j) resulting from health impairments that the insured person or another eligible claimant has caused intentionally;
 - k) resulting from the effects from ionizing radiation and damage from nuclear energy. However, the insurance does cover impaired health resulting from medically prescribed radiotherapy in connection with an insured accident or an insured occupational illness.
- 2 If an insured person has reached statutory AHV retirement age at the time of the accident, the following restrictions apply:
 - a) The insured disability lump sum is CHF 100 000 (in the case of full disability; the progression table does not apply).
 - b) The insured death lump sum is CHF 50 000.
- 3 The death lump sum for children is limited as follows:
 - a) Until the age of 2 years and 6 months: CHF 2 500
 - b) Until the age of 12: CHF 20 000
- 4 SWICA waives its right to reduce benefits in the case of accidents caused through gross negligence.

Art. 10 Insured persons

The insured persons and groups are listed in the policy.

Art. 11 Duration of cover for the insured person

- 1 Cover for the individual insured persons begins
 - a) when the insurance contract starts;
 - b) when the person joins the group of insured.
- 2 Cover for the individual insured persons ceases
 - a) when the insurance contract ends;
 - b) when the person leaves the group of insured;
 - c) when the obligation to pay benefits has been suspended because the policyholder is in arrears with its payments.
- 3 SWICA will continue to pay contractual benefits for an accident that involved the insured person during the contract term.

Art. 12 Treatment costs from accidents

- 1 SWICA will pay for the part of the accident treatment costs that is not already covered by social insurance (e.g. KVG, UVG, IVG, MVG or corresponding foreign insurers). However, SWICA does

not pay the franchises, deductibles or other fees charged by the social insurance providers.

- 2 Supplementing social insurance benefits, SWICA will pay the following within the limits of the agreed cover for treatment costs:
 - a) The cost of necessary medical treatment that has been ordered and administered by medical staff as defined in the UVG.
 - b) Natural treatment procedures recognized by SWICA, provided they are administered by a doctor or therapist who is recognized by SWICA;
SWICA keeps a list of recognized forms of treatment and therapists. This list is publicly available at www.swica.ch and can also be requested from the customer service centre. A rate of CHF 80 per hour applies unless a recognized scale exists.
 - c) Cost of homeopathic, phytotherapeutic and anthroposophic preparations that are prescribed or issued in accordance with para. 2, letter b) and are not on the Negative List;
 - d) The cost of preparations and medications is reimbursed at the retail price. In the case of home-made preparations and medications, SWICA will reimburse the cost of production plus a supplement of at most 30 %;
 - e) The hospital costs for not more than five years after the accident date. The costs of a hospital ward (general, semi-private, private) covered by the insurance is shown in the policy. The patient can choose any public or private hospital.
 - f) The cost of a medically necessary and prescribed stay at a spa that is managed by doctors and located in Switzerland. It is essential that SWICA be contacted beforehand for approval of the costs. The insurance pays a maximum of CHF 200 per day for room and board.
 - g) The cost for services by certified nursing staff for the duration of the treatment in accordance with para. 2.
 - h) The cost of renting healthcare equipment.
 - i) The cost of purchasing aids to replace a body part or function. SWICA will cover the cost of repairs, adjustments or renewal of an aid that was used with due care, unless a third party is liable for its replacement. Aids that can be reused, e.g. walking aids, are made available only on a rental basis.
 - j) The costs of
 - all transport of the insured person that is necessary for medical reasons because of the accident. Transport by aircraft is covered only if unavoidable for medical or technical reasons.
 - accident-related rescue operations of the insured person;
 - recovery missions if the death was caused by an insured accident or from exhaustion;
 - searches conducted with a view to rescuing or recovering the body of the insured person, up to CHF 20 000.
 - k) SWICA covers the cost of medically prescribed home care administered by qualified nursing staff for up to five years from the accident date.
 - l) In the case of emergency treatment abroad, SWICA will pay not more than twice the costs that would be incurred for the same treatment in Switzerland.

Art. 13 Daily accident benefits

- 1 If a doctor confirms that the insured person is unfit for work, SWICA will, in the event of full incapacity for work, pay the daily benefits included in the policy.
- 2 In the case of partial incapacity for work of at least 25 %, daily benefits will be adjusted to the level of incapacity. Days of at least 25 % incapacity for work count fully when calculating the waiting period and benefit period.
- 3 The waiting period starts on the first day on which the person is at least 25 % incapacitated based on a medical opinion, at the earliest 3 days before the first medical treatment.
- 4 No daily benefit is paid for the day of the accident. The insurance pays daily benefits per accident for a maximum of 730 days as of the agreed start date, but not past the start date of another disability

benefit for which SWICA is liable. If the insured person has reached AHV retirement age, entitlement to benefits continues for a maximum of 180 days for all current and future benefit cases jointly. However, daily benefits are paid only until the insured person has reached the age of 70. Entitlement to benefits ends in any case 5 years after the accident date.

- 5 In the case of insured persons below age 16, SWICA pays not more than the effective loss of earnings.

Art. 14 Daily hospital benefits

- 1 SWICA will pay the daily hospital benefits shown in the policy for the duration of a medically required accident-related hospital stay.
- 2 It also pays daily hospital benefits for the duration of a medically prescribed stay at a spa in Switzerland that is managed by doctors.
- 3 If the insured person is under home care, any documented additional costs for managing the household are insured as well if the work is performed by a person who shared the household with the insured person already before the accident occurred. In this case, SWICA will pay not more than half of the daily hospital benefits defined in the policy for as long as is necessary for medical reasons.
- 4 For each accident, daily hospital benefits are paid for a maximum of 365 days, but not past the start date of another disability benefit for which SWICA is liable. When the person reaches statutory AHV retirement age, entitlement to benefits continues for a maximum of 180 days for all current and future benefit cases jointly. Entitlement to benefits ends in any case 5 years after the accident date.

Art. 15 Disability

- 1 SWICA pays the disability lump sum defined in the policy if the person is fully disabled.
- 2 Full disability refers to the loss of or inability to use both arms or hands, both legs or feet, or the loss of one arm or one hand along with the loss of one leg or one foot, total paralysis, or complete blindness.
- 3 In the case of partial disability, the following percentages of full disability are binding:

Very painful functional impairment of the spine	50 %
Loss of sight in one eye	30 %
Loss of sight in one eye if the other eye was already fully blind before the insured event occurred	70 %
Loss of hearing in both ears	60 %
Loss of hearing in one ear	15 %
Loss of hearing in one ear if the other ear was already fully deaf before the insured event occurred	45 %
Loss of an arm at the elbow or above	70 %
Loss of the lower arm or a hand	60 %
Loss of a thumb	20 %
Loss of an index finger	12 %
Loss of another finger	5 %
Loss of a leg at the knee or above	60 %
Loss of the lower leg	50 %
Loss of a foot	40 %
- 4 Full loss of the use of a limb or organ is deemed to be the same as the loss of the limb or organ. In the case of only partial loss or incapacity, a commensurately reduced disability level applies. In cases not listed above, the disability level is determined by a medical opinion on the basis of the rates for physical and mental impairment shown in Appendix 3 of the Ordinance on Accident Insurance (UVV). In the case of the loss or incapacity of several body parts as the result of the same accident, the disability level is, as a rule, determined by adding the percentages; however, it can never exceed 100 %.
- 4 If a prior physical impairment aggravates the consequences of an accident, entitlement to compensation cannot be higher than if the accident had affected a fully fit person. If body parts were missing or rendered useless in part or in full before the accident, the disability level already determined on the principles laid out above will be deducted commensurately when calculating the level of disability.

Para. 3 on the loss of vision and hearing is reserved. This provision also applies to physical ailments not related to an accident.

- 5 The disability level is determined only after the insured person's condition has been established as likely to be permanent.
- 6 Lump sum disability insurance can be agreed without reliance on the progression table. If a disability lump sum was agreed with progressive sums insured (options A and B), compensation in the case of disability of more than 25 % increases in accordance with the table shown on page 8.
- 7 The insured person is entitled to disability benefits.
- 8 If the person needs to retrain for a new job because of an accident for which SWICA has paid benefits, SWICA will pay a reasonable part of the costs of up to 10 % of the insured disability amount.
- 9 If the disability level changes at a later stage without the influence of any further event, no additional lump sums will be paid nor will any excess benefits that were paid be reclaimed.

Art. 16 On death

- 1 In the event of death of an insured person, SWICA will pay the death lump sum defined in the policy.
- 2 If it is proven that the accident caused the death of the insured person immediately or within two years from the accident date, SWICA will pay the insured death lump sum in equal parts to
 - a) the insured person's spouse; if none,
 - b) the registered partner in accordance with the Federal Law on the Registration of Partnerships for Same-Sex Couples; if none,
 - c) the eligible children in accordance with the UVG; if none,
 - d) the natural persons specified as the beneficiaries in the insured person's will; if none,
 - e) the insured person's children who are not entitled to a pension in accordance with the UVG; if none,
 - f) the insured person's parents; if none,
 - g) the insured person's siblings.
- 3 Spouses and children from a marriage that was formed after the accident occurred are not entitled.
- 4 In the absence of the beneficiaries as defined in Art. 16 para. 2, SWICA will pay the funeral expenses up to 10 % of the death lump sum.
- 5 A beneficiary of the death lump sum will not be eligible if he caused the insured person's death by committing a crime or misdemeanour. In this case, the lump sum will be paid to the other eligible persons.
- 6 Any disability lump sum that is paid will be offset against the death lump sum.

Art. 17 Involvement in causes not related to the accident

If incapacity for work, disability, or death can be attributed only in part to the insured accident, SWICA will pay only the commensurate part in benefits. This part will be determined on the basis of an expert medical opinion.

Art. 18 Third-party benefits

- 1 SWICA will pay only the part of the treatment costs that is not already covered
 - under KVG, UVG, military, or federal disability insurance or by a similar foreign insurer;
 - by a liable third party.
- 2 If the medical costs are covered under policies with several licensed insurers, SWICA will pay benefits from this contract only in the ratio of the guaranteed benefits that are paid jointly by all participating insurers.
- 3 If SWICA pays benefits instead of a liable third party or a Swiss or foreign social or private insurer, the insured person must assign his claims to SWICA in the amount of the benefits received. SWICA will stop paying benefits if the insured person refuses to sign a deed of assignment.

Options			Options			Options			Options		
from	A to	B to									
%	%	%	%	%	%	%	%	%	%	%	%
26	27	28	45	65	85	64	117	170	83	174	265
27	29	31	46	67	88	65	120	175	84	177	270
28	31	34	47	69	91	66	123	180	85	180	275
29	33	37	48	71	94	67	126	185	86	183	280
30	35	40	49	73	97	68	129	190	87	186	285
31	37	43	50	75	100	69	132	195	88	189	290
32	39	46	51	78	105	70	135	200	89	192	295
33	41	49	52	81	110	71	138	205	90	195	300
34	43	52	53	84	115	72	141	210	91	198	305
35	45	55	54	87	120	73	144	215	92	201	310
36	47	58	55	90	125	74	147	220	93	204	315
37	49	61	56	93	130	75	150	225	94	207	320
38	51	64	57	96	135	76	153	230	95	210	325
39	53	67	58	99	140	77	156	235	96	213	330
40	55	70	59	102	145	78	159	240	97	216	335
41	57	73	60	105	150	79	162	245	98	219	340
42	59	76	61	108	155	80	165	250	99	222	345
43	61	79	62	111	160	81	168	255	100	225	350
44	63	82	63	113	162	82	171	260			

- 4 SWICA's obligation to pay benefits ceases if the insured person agrees a settlement with a third party without first obtaining SWICA's approval.
- 5 SWICA is under no obligation to pay benefits if the insured person fails to bring a claim against a third party in due time or neglects to file the claim altogether.
- 6 The insured person must inform SWICA immediately about the nature and scope of all benefits provided by third parties.

Art. 19 Reclaimed and offset benefits

- 1 The insured person must repay any benefits wrongfully received.
- 2 Entitlement to a refund ends one year after SWICA becomes aware of the situation, but no later than five years after it has paid the individual benefits. If entitlement to a refund derives from a criminal act for which criminal law stipulates an extended statutory period of limitation, this period is definitive.
- 3 SWICA has a right of set-off. The policyholder or eligible claimant, however, has no such right.

Art. 20 Pledging and assignment

Claims against SWICA may be neither assigned nor pledged. SWICA accepts no assignments or pledges of such claims.

IV Procedural obligations

Art. 21 Accident notification

- 1 SWICA must be notified immediately of any accident that is likely to result in SWICA having to pay benefits.
- 2 In the event of death of an insured person, SWICA must be informed in good time so that an autopsy can be performed at SWICA's expense before the funeral if factors other than the accident could have caused the death.

Art. 22 Obligations of the policyholder or eligible claimant

- 1 After every accident it is essential to immediately involve a doctor, dentist, chiropractor with a Swiss or equivalent foreign qualification (medical personnel), to arrange for professional care, and to follow the instructions of medical personnel or emergency staff (including hospitalisation).
- 2 The policyholder and insured person must do their utmost to assist in clarifying the cause of the accident and its consequences. In ac-

cordance with the obligation to mitigate loss, the policyholder or insured person must refrain from any activity that is incompatible with the incapacity for work or the drawing of insurance benefits and that endangers or delays the individual's recovery. All medical personnel who treat or have treated the insured person must be released from their professional secrecy obligations towards SWICA.

- 3 Insured persons and eligible claimants who are claiming insurance benefits must authorize all persons and offices to provide any information that may be necessary in order to establish the entitlement to benefits. In particular, these include employers, medical personnel, insurers, and the authorities.
- 4 SWICA is entitled to visit patients, request additional documents and information on the case (in particular medical certificates and reports, as well as salary statements) and to inspect official documents.
- 5 Every insured person is obliged to undergo a medical examination or assessment by doctors acting on the instructions of SWICA.
- 6 For SWICA to be able to refund the cost of treatment that was administered abroad, it must have the original invoice in German, French, Italian, English, or Spanish or a notarized translation in one of these languages.

Art. 23 Obligation to mitigate loss

Pursuant to Art 21, para. 4 ATSG, SWICA can reduce or refuse to pay benefits temporarily or permanently if the insured person withdraws from or refuses a reasonable treatment or integration measure that is likely to bring about a significant improvement in his capacity for work or leads to a new form of gainful employment, or if he fails to contribute to such measures to a reasonable extent of his own accord. This applies on condition that SWICA issues a written reminder to the insured person in advance and makes him aware of the legal consequences of non-compliance. Treatment and reintegration measures that pose a threat to life and health are not considered to be reasonable (Art. 21, para. 4, ATSG).

Art. 24 Tax at source

- 1 If benefits are paid to the policyholder to forward to the insured person, the policyholder must calculate and pay the tax at source in accordance with the law.
- 2 If the tax authorities nevertheless institute proceedings against SWICA, SWICA has a right of recourse against the policyholder.

V Premiums

Art. 25 Premium statement

- 1 If advance premiums are agreed, the policyholder must provide SWICA with the information needed for calculating the premium within a month of receiving the declaration form. SWICA will then calculate the definitive premiums based on this information.
- 2 If the policyholder fails to provide the information on time, SWICA will determine the premium based on an estimate. The policyholder has the right to object to the estimate within 30 days of receiving the statement. In the absence of any such objection, the estimated premium is deemed to have been accepted.
- 3 SWICA can inspect all material documents (e.g. payroll records, receipts, AHV statements) of the company and, in particular, request a copy of the AHV declaration in order to verify the information on the declaration form. SWICA also has the right to inspect documents directly at the AHV office.
- 4 The definitive premium from the preceding year is deemed to be the advance premium of the following insurance year.

Art. 26 Premium payment

- 1 In the absence of an agreement to the contrary, the premium is set per insurance year and must be paid in advance by the due date. In the case of instalments, the full premium for the year remains due. Unless agreed otherwise, January 1 is the principal date when the premium is due, and the insurance year is the same as the calendar year.
- 2 If the premium is not paid on time, SWICA must remind the policyholder in writing to pay it within 14 days from the reminder date and explain the consequences of default. If the reminder is ignored, SWICA's obligation to pay benefits for current benefit cases involving incapacity for work ceases (suspension of cover) as of the end date of the reminder period until the outstanding premiums, plus interest and fees, have been paid in full. No entitlement to benefits applies to new benefit cases involving illnesses that occur while cover is suspended, even if all the outstanding premiums are paid.
- 3 If the contract is cancelled before the insurance year ends, SWICA will refund the partial premium for the remaining part of the insurance period. SWICA refrains from collecting instalments that fall due on a later date. The provisions on premium statement as defined in Art. 25 apply.
- 4 The premium for the current insurance period is due in full if the policyholder terminates the contract in connection with a benefit case within one year from the date on which it was signed.

Art. 27 Premium adjustment

- 1 SWICA can adjust the premium rates to the end of the insurance year in line with benefit trends.
- 2 If the premium rate changes, SWICA can demand that the contract be amended effective from the following insurance year.
- 3 SWICA must inform the policyholder of the new premium rates at least 30 days before the insurance year ends.
- 4 The policyholder then has the right to terminate the entire contract or only the portion affected by the change with effect from the end of the current insurance year. In this case, the entire contract or parts thereof terminate at the end of the insurance year. SWICA must receive notice of termination in writing on the last day of the insurance year at the latest.
- 5 The changes to the contract are deemed to have been approved unless the policyholder terminates the contract in good time.

Art. 28 Increase and reduction of risk

- 1 SWICA must be informed immediately if a circumstance changes (in particular the type of insured operation or the insured person's profession or activity) during the contract term in a way that is significant for assessing the risk.
- 2 If risk increases, SWICA can adjust the premium from the date on which the higher risk begins or terminate the contract by giving four weeks' written notice within four weeks of being informed. If the premiums are increased, the policyholder has the right to terminate the contract by giving four weeks' written notice within four weeks of being notified. In both cases, SWICA is entitled to the rate-based premium increase from the date on which the risk increases until the date on which the contract ends.
- 3 If the risk decreases, SWICA will reduce the premium accordingly from the date on which it is duly informed in writing by the policyholder.

VI Surplus participation

Art. 29 Basic principle

- 1 The policyholder receives a prorated share of the surplus from his contract, provided this has been agreed in the policy. The policyholder is entitled to participate in the surplus after three full consecutive insurance years in which this provision applies.
- 2 If the portion relevant for determining the surplus changes during the billing period, the bonus is weighted accordingly.
- 3 Entitlement to surplus participation ceases if the contract is cancelled before the end of the statement period.

Art. 30 Statement

- 1 The cost of administering benefits is deducted from the share of the paid premiums specified in the policy. The policyholder receives the agreed portion of any surplus that has been achieved. Losses are not carried forward to the next billing period.
- 2 If benefit cases have not been settled by the end of the billing period, the statement will be postponed until they have been settled or until benefits have been finalized.
- 3 The statement will be issued at the latest 6 months after the end of the billing period, provided the premiums that are due for the billing period have been paid and any benefit cases have been settled.
- 4 If claims for accidents are reported after the account statement has been finalized or further payments are made that fall in the closed accounting period, SWICA will issue a new account statement of the surplus participation and reclaim any bonuses that may have already been paid.

VII Final provisions

Art. 31 Notifications to SWICA

- 1 All notifications must be sent to SWICA Insurance Ltd., Römerstrasse 37, 8401 Winterthur, or to a service centre shown in the policy.
- 2 Notifications by SWICA to the policyholder are legally binding if sent to the most recent address on file.

Art. 32 Place of jurisdiction

The policyholder or insured person can choose as his legal venue either the regular place of jurisdiction or his place of residence in Switzerland or the Principality of Liechtenstein.

Art. 33 Authoritative version

If any questions of interpretation arise, the German original of the General Insurance Conditions is to be regarded as the authoritative text.

Group accident insurance for students

Supplementary Insurance Conditions

The following Supplementary Insurance Conditions apply to group accident insurance for students. Unless the Supplementary Insurance Conditions provide otherwise, the General Insurance Conditions for group accident insurance for areas not subject to the UVG apply.

Art. 1 Insured persons

The insurance covers the students shown in the policy.

Art. 2 Insured accidents

1 During school

The insurance covers accidents that insured persons connected with the school suffer while at school, in particular

- a) during lessons and while on breaks in between;
- b) during events in accordance with the following paragraph 2;
- c) while on the direct way to or from school;
- d) during events and activities outside of the school premises while on the direct way to the place of gathering or place of activity and back.

2 During events

The insurance is valid for school trips, trips by the graduating class, school camp, as well as during events and activities, provided these events

- a) do not last longer than 15 days without interruption;
- b) are organized by the school;
- c) are led by teachers or other supervisors acting on the instructions of the school.

3 Parades and performances (incl. rehearsals)

During parades and performances as part of festivities, the insurance is valid only if the school officially participates.

4 The following is insured only under certain conditions:

a) Music lessons

The insurance is valid only if the lesson takes place at the instruction of the school and in a school building or another facility assigned by the school.

b) Child and youth day-care centres

Children are insured while at a day-care centre for children or youths that is organized and run by the school only outside of school holidays.

c) Presence on school premises during off hours

The insurance is valid only if there is proof that the person had to be on the premises in order to perform a school activity.

Art. 3 Accidents that are not covered

The insurance does not cover accidents

- that have no connection with the school;
- that occur during events, courses and exercises by school clubs, cadets, scouts, and other youth or leisure organizations;
- that occur in the house and surroundings of the insured person's residence;
- that occur while the person completes an internship or trial apprenticeship at factories or other commercial operation.

Group accident insurance for visitors

Supplementary Insurance Conditions

The following Supplementary Insurance Conditions apply to group accident insurance for visitors. Unless the Supplementary Insurance Conditions provide otherwise, the General Insurance Conditions for group accident insurance for areas not subject to the UVG apply.

Art. 1 Insured persons and territorial validity

- 1 The insurance covers clients and visitors of the policyholder shown on the policy while on the policyholder's premises (hereinafter referred to as "Company Premises"). When off these premises, they are covered only while officially accompanied by a representative of the policyholder.
- 2 The following provisions apply in the case of accidents directly related to assaults or burglary on the Company Premises:
 - Clients and visitors are insured while held captive as hostages.
 - Persons in the direct vicinity of the Company Premises are insured during the immediate pursuit of the perpetrators.
- 3 The insurance does not cover
 - the policyholder's expenses,
 - persons not employed by the business but acting in the service of the policyholder or rendering a service (tradesmen, etc.),
 - police and other security service providers while on duty,
 - patients during inpatient stays in hospitals and similar institutions.
- 4 Accidents in company-owned sport facilities of any kind are insured only by special agreement.

Art. 2 Accidents that are not covered

The insurance does not cover accidents that result from the policyholder and his employees having physical contact with clients and visitors while rendering professional services.

Art. 3 Insurance of medical expenses

Supplementing Art. 12 of the General Insurance Conditions, SWICA will pay supplementary benefits if the person affected is insufficiently insured for accidents. In the absence of other insurance, SWICA will pay all medical expenses. If at the time of the accident it remains unclear if other insurance cover applies (e.g. as in the case of foreign visitors), SWICA will pay benefits immediately and in full (commitment to provide cover) within the scope of its right to recourse against other accident insurance that may be in force.

Art. 4 Maximum lump sum

SWICA's death and disability lump sums are limited to CHF 10 000 000 per insured event combined. All accidents from the same cause – irrespective of the number of insured persons – are considered as a single event. Individual benefits are reduced proportionately if this amount is exceeded.

Art. 5 Property damage

SWICA will pay not more than CHF 10 000 per accident to repair or replace (new-for-old value) any property that is being transported or carried at the time of the accident and that becomes damaged or destroyed as a result.

SWICA Healthcare Organisation

Because health is everything

Phone 0800 80 90 80 (24 hours a day), swica.ch

