

GROUP ACCIDENT INSURANCE

GENERAL INSURANCE CONDITIONS (GIC).

Edition 2012

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Client information

Your UVG accident insurance at a glance

Dear Client

This document governs the provisions of accident insurance in accordance with the Federal Accident Insurance Act (UVG). The introduction offers an overview of the most important aspects of UVG accident insurance. This client information is not legally binding; the following General Insurance Conditions and the Federal Law on Accident Insurance apply.

Who is the insurance carrier?

SWICA Insurance Ltd., Römerstrasse 37, 8401 Winterthur.

Who is insured?

- **Mandatory UVG accident insurance:**
The insurance covers all employees, homeworkers, interns, volunteers, and apprentices.
- **Voluntary UVG accident insurance:**
The insurance covers self-employed individuals who have been notified to the insurer as well as their family members not covered by mandatory insurance.

What is insured?

The insurance covers occupational and non-occupational accidents. An occupational disease is deemed to be the equivalent to an occupational accident.

Employees who work for a company less than eight hours per week on average are insured only against occupational accidents and are subject to different regulations as regards, for example, the beginning and end of cover.

What is not insured?

- An accident that is caused intentionally
 - Claims arising from serving in a foreign military or from participating in acts of war or terrorism or in gang-related crimes
- The law provides that exceptional dangers and acts of daring can result in a reduction or refusal of benefits.

When does insurance cover begin?

Insurance cover begins on the day on which the employment relationship begins or entitlement to remuneration comes into effect for the first time, but in any case as of the time, when the employee sets out for work.

When does insurance cover end?

- For insured persons with mandatory cover:
 - On expiry of the 31st day after the date on which entitlement to half the salary ends, provided the person is insured for non-occupational accidents.
 - On the last day of work, provided that only occupational accidents are insured. The direct commute between work and home is also insured.
- For insured persons with voluntary cover:
Three months after they cease to be self-employed or no longer work as a family member not covered by mandatory insurance.

What to do when non-occupational cover ends?

- Consider purchasing interim accident insurance (maximum six months).
- Inform the health insurer if accident cover in accordance with KVG has been suspended.

What benefits are insured?

- Medical costs (medical treatment, hospital stays in a general ward);
- Daily benefits (maximum 80 % of insured earnings from the third day);
- Disability pension (maximum 80 % of the insured earnings);
- Compensation for physical or mental impairment (at most the maximum insured annual salary);
- Survivors' pensions: 40 % for widows/widowers, 15 % per child who lost one parent, and 25 % per child who lost both parents (maximum 70 % jointly for multiple survivors).

What falls under insured earnings?

Insured earnings refers to UVG gross salaries up to the statutory threshold (2016: CHF 148 200 per person per year).

How is the premium calculated?

The premium is based on the premium rates defined in the policy and on the insured salary.

If an advance premium has been agreed, SWICA will calculate the definitive 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.

The advance premium for the next year is adjusted accordingly (Art. 5).

If the premium rates or order of the company's classifications or levels change, SWICA will ask that the contract be amended. In this case it must inform the policyholder 2 months before the new premium is due (Art. 4).

Who pays the mandatory accident insurance premium?

The employer pays the premium for occupational accident insurance. As a rule, employees pay the premiums for non-occupational accident insurance; however, different arrangements for the benefit of the employee are possible.

What are the policyholder's obligations?

The policyholder must

- pay the premium on time;
- inform the insured person about the necessary arrangements (interim accident insurance, health insurance) when the person leaves the company;
- declare the salaries (except in the case of agreed flat-rate premiums; Art. 5);
- report accidents to SWICA immediately;
- inform SWICA about any significant increase in risk.

How long is the contract term?

As a rule, the contract runs for three years. It then renews automatically for one year at a time unless one of the contracting parties receives notice of termination at the latest three months before the renewal date.

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, banking relationships, 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 benefits data for at least ten years; it keeps all other data for ten years from the date when the contract ends.

The data can 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), as well as the Federal Law on Accident Insurance (UVG).

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) under 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 Special Insurance Conditions and addenda;
- c) The Federal Accident Insurance Act (SR 832.20);
- d) All written contractual agreements between SWICA and the policyholder or insured person that are on file.

II Contract provisions

Art. 2 Beginning, term, and end of the insurance contract

- 1 The beginning and end of the contract are shown in the policy.
- 2 At the end of the term, the contract is renewed automatically for one year at a time. Both contracting parties can terminate the contract to the end of the contract term. The 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. Termination of the contract does not relieve the policyholder of its obligation to continue to insure its employees in accordance with the UVG.
- 3 Voluntary insurance ends for individual insured persons
 - a) when the contract ends;
 - b) when they are covered under mandatory insurance;
 - c) three months after they cease to be self-employed or no longer work as a family member not covered by mandatory insurance;
 - d) when excluded from the insurance.

Art. 3 Change in the premium rate or the classification of type and level of company

If the premium rate or the classification of type and level of company changes as a result of Art. 92, para. 5 of the UVG, SWICA can request that the contract be amended as of the following insurance year. In this case, SWICA must inform the policyholder no later than two months before the change in contract.

Art. 4 Termination in event of a premium increase and/or premium surcharge for administrative costs

In the event of an increase in the net premium rate(s) or the premium supplement for administrative costs (in percentage terms), the policyholder is entitled to terminate the contract within 30 days of notification being sent by the insurer; this option is not, however, available in the event of changes to other premium supplements. The insurer must notify the policyholder about the increase in the net premium rate(s) or the premium supplement for administrative costs at least two months before the end of the current accounting year.

Art. 5 Mandatory insurance: Calculation of the definitive premium

- 1 If a provisional premium (advance premium) has been agreed, SWICA will calculate the definitive premium based on the information on UVG salaries that the policyholder declares annually at the end of each year or after the contract ends. SWICA must provide the policyholder with a declaration form to use for this purpose.
- 2 Any adjustment premiums fall due on receipt of the premium statement. The definitive premium from the previous year is also the new advance premium for the following insurance year.
- 3 If the policyholder fails to provide SWICA with the information it needs to determine the definite premium within the specified period, SWICA will set the premium by means of an order.

Art. 6 Voluntary insurance: Deviation of the effective salary

SWICA must be informed if the effective salary, up to the UVG threshold, that is used for calculating voluntary insurance deviates by more than 10 % from the currently insured salary.

Art. 7 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. 8 Applicable law

- 1 These provisions are subject to Swiss law.
- 2 The policyholder or insured person can choose either the regular place of jurisdiction or the place of residence in Switzerland or the Principality of Liechtenstein as the legal venue.
- 3 In all other respects, the provisions of the Federal Accident Insurance Act (UVG) and of the Federal Act on the General Part of the Social Security Law (ATSG) and their ordinances apply.

Client information

Your accident insurance supplementary to the UVG at a glance

Dear Client

This document governs the terms of supplementary accident insurance you purchased from SWICA in addition to compulsory accident insurance under the UVG. The introduction offers an overview of the most important aspects of the insurance. This client information is not legally binding; the following General Insurance Conditions apply.

Who is the insurance carrier?

SWICA Insurance Ltd., Römerstrasse 37, 8401 Winterthur.

Who is insured?

Cover extends to all persons listed in the policy who are insured in accordance with the UVG.

What is insured?

The insurance covers accidents and occupational illnesses that occur during the contract term (Art. 8).

What is not insured?

The insurance does not cover accidents (Art. 9)

- resulting from warlike incidents or acts of terror;
 - while serving in a foreign army;
 - when participating in warlike acts, acts of terrorism, or gang-related crimes;
 - resulting from earthquakes in Switzerland or the Principality of Liechtenstein;
 - resulting 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.

What benefits can be insured?

- Care benefits and reimbursement of costs (Art. 13);
- Daily benefits (Art. 15);
- Disability pension (Art. 16);
- Disability lump sum (Art. 17);
- Compensation for physical or mental impairment (Art. 18);
- Survivors' pensions (Art. 19);
- Death lump sum (Art. 20);
- Special risks (Art. 22).

What applies in the case of persons who transfer to individual insurance?

Individuals who leave the insured company can transfer to individual insurance within 90 days without undergoing a medical exam (Art. 12). Cover for care benefits, cost reimbursements, daily benefits, as well as disability and death lump sums can be continued in the individual insurance.

The following persons are not entitled to transfer to individual insurance:

- Persons who purchase other accident insurance supplementary to the UVG;
- Persons who are no longer insured because they have violated their disclosure obligations (contract termination or exclusion);
- Persons who have attempted to commit or committed insurance fraud;
- Persons who live outside of Switzerland or the Principality of Liechtenstein.

How is the premium calculated?

The premium is based on the premium rates defined in the policy and on the insured payroll amount. 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. SWICA adjusts the advance premium accordingly for the following year.

SWICA can request a change in premium rates as of the following insurance year (adjustment to benefit trends, change in the basic rate for premiums, or change in premiums, benefits or maximum insured salary under UVG insurance). 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. 37);
- inform insured persons of the scope of cover and the right to transfer to individual insurance in writing (Art. 12);
- declare the salaries (except in the case of agreed salaries) (Art. 36);
- inform SWICA immediately about an accident (Art. 30);
- inform SWICA about any significant increase in risk (Art. 39).

What is the term of the contract?

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 consecutive 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 processed and how?

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

- Client data (name, address, date of birth, gender, banking relationships, 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 claims correctly. After settling a benefit case, SWICA keeps the benefits data for at least ten years; it keeps all other data for ten years from the date when the contract ends.

The data can 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 male form is used throughout this text. It naturally always refers to female persons as well.

General Insurance Conditions (GIC)

Accident insurance supplementary 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 Special Insurance Conditions and addenda;
- c) The Federal Insurance Contract Act (VVG) for matters that do not fall under letter 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 The contract includes accident insurance to supplement cover as defined under the Accident Insurance Act (UVG).
- 2 The Insurance Conditions are based on the provisions of the UVG. The following references to the UVG concern the corresponding provisions of the law.
- 3 In places where reference is made to federal laws, the supplementary provisions of any associated ordinances also apply.
- 4 The contract can include the following types of cover:
 - a) Supplementary insurance for medical treatment costs resulting from accidents (care benefits and cost reimbursements);
 - b) Daily accident benefits insurance (supplementary and/or excess insurance);
 - c) Lump sum accident insurance on disability and/or death;
 - d) Accident annuity insurance (survivors' annuity and/or disability pension for the surplus salary);
 - e) Special risk insurance.
- 5 The insured benefits are shown in the policy.

Art. 3 Policyholder, insured person, insured companies

- 1 The term "policyholder" refers to the natural person or legal entity entering into the insurance contract.
- 2 The term "insured person" refers to the insured individual (e.g. company owner, employee).
- 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 Until issue of the policy or a definitive cover note, SWICA may refuse the application for insurance in writing. If the application is refused, insurance cover ends three days after the policyholder receives the notification, 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 to the end of the contract term. The 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 one year, it will end without notice of termination on the date specified in the policy.
- 4 Further reasons for ending the contract include:
 - a) The policyholder discontinues its business;
 - b) The registered office is moved abroad;
 - c) Bankruptcy proceedings are instituted against the policyholder (unless the premium continues to be paid by a third party – e.g. the liquidator);
 - d) UVG insurance for the insured company ends.

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. He must submit the notice of termination to SWICA by registered letter no later than 14 days after he became aware 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, except in a case where insurance fraud has been attempted or committed.

Art. 6 Territorial validity

The UVG provisions apply.

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 injuries and occupational illnesses, the provisions of the UVG apply.
- 2 **Incapacity for work** is the full or partial inability due to impairment of physical, mental, or psychological health to carry on the individual's current profession or pursue some other work that can be reasonably expected (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 **Occupational disability** is the full or partial inability to pursue gainful employment in the relevant stable labour market because of impaired physical, mental, or psychological health and after the completion of reasonable treatment and measures for integrating the individual into the workforce. When deciding whether or not a case falls under occupational disability, only the consequences of the person's health impairments are to be taken into consideration. In addition, occupational disability is only deemed to exist if from an objective standpoint the disability cannot be overcome (Art. 7 ATSG).
- 4 As far as the terms **medical staff** and **treatment centres** are concerned, the provisions of the UVG apply.
- 5 The **Negative List** includes preparations that are not covered by SWICA. These include the LPPV (i.e. the list of pharmaceutical products for special application), medications not registered with Swissmedic, certain food supplements, wellbeing products, and others.

- 6 **AHVG** Federal Law on Old Age and Survivors' Insurance (SR 831.10)
- ATSG** Federal Law on the General Part of the Social Security Law (SR 830.1)
- GIC** General Insurance Conditions
- AVIG** Federal Law on Obligatory Unemployment Insurance and Compensation in Cases of Insolvency (SR 837.0)
- BVG** Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans (SR 831.40)
- IVG** Federal Law on Disability Insurance (SR 831.20)
- MVG** Federal Law on Military Insurance (SR 833.10)
- OR** Federal Act on the Amendment of the Swiss Civil Code (Part Five: The Code of Obligations) (SR 220)
- 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 and non-occupational accidents and occupational illnesses that occur during the contract term.
- 3 Overall entitlement to benefits from all accident insurance policies with SWICA (except mandatory accident insurance in accordance with the UVG) is limited to CHF 10 000 000 per person and event.
- 4 In all other respects, the provisions of the UVG apply.

Art. 9 Exclusions and reductions

- 1 Accidents for which no benefits are due under the UVG are not insured. Similarly, no benefits are paid for 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) resulting from earthquakes in Switzerland or the Principality of Liechtenstein;
 - e) resulting 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 SWICA waives its right to reduce benefits in the case of accidents caused through gross negligence.
- 4 In all other respects, the provisions of the UVG apply.

Art. 10 Insured persons

The insured persons and groups are listed in the policy.

Art. 11 Duration of cover for the insured person

- 1 Insurance cover begins in accordance with the provisions of the UVG.
- 2 Insurance cover for the insured person ends
 - a) on the 31st day after the day on which entitlement to at least half of the salary ends. This rule also applies in the case of interruptions to work without entitlement to salary. If the insured person starts a new job before this period ends, insurance cover will end on the day before the new job begins;
 - b) on the last working day if cover for the person under compulsory UVG accident insurance applied only to occupational accidents;
 - c) when the insurance contract ends;
 - d) if the obligation to pay benefits has been suspended because the policyholder is in arrears with its payments.
- 3 UVG cover is suspended for the time while the insured person serves in the military. The relationship with military insurance is defined in Art. 26.
- 4 Instead of interim accident insurance, SWICA grants the right, in accordance with Art. 12, to transfer to individual insurance.

Art. 12 Right to change to individual insurance

- 1 Insured persons living in Switzerland or the Principality of Liechtenstein who withdraw from the group of insured persons or whose insurance contract ends have the right to transfer to individual insurance. The right to transfer applies if a written request is submitted within 90 days.
- 2 The policyholder must inform the withdrawing insured person in writing about the right to transfer and the 90-day deadline. This notice must be issued in writing at the latest when the person leaves the insured company.
- 3 Individual insurance starts on the day after the person leaves the group of insured persons or the insurance contract ends.
- 4 Individual insurance covers the current benefits at the most. The most recent insured salary is used as the basis. Daily benefits can be insured to equal the amount in proven lost earnings at the most. The waiting period may be extended or shortened at the request of the insured person. The conditions and rates of individual insurance at the time of the transfer apply. Any provisos (exclusions) will be carried over. The person's age on transfer to individual insurance is the decisive factor for continuing the insurance.
- 5 Disability and survivors' pensions and any special risks cannot be covered under individual insurance.
- 6 The right to transfer does not apply
 - a) if the insurance contract is terminated and then continued with another insurer for the same group of persons;
 - b) if cover was confirmed for a fixed term but no insurance contract was subsequently formed;
 - c) to daily benefits, provided the insured person is unemployed as defined in Art. 10 AVIG;
 - d) in the event of termination or exclusion resulting from a breach of disclosure obligations;
 - e) in the case of attempted or actual insurance fraud.

Art. 13 Care benefits and cost reimbursements

- 1 SWICA will pay care benefits and reimburse costs as follows, provided these are included in the policy and are not covered under UVG or IVG benefits:
 - a) Medical measures, hospital stays at the most until a BVG or MVG pension starts, as well as follow-up treatment and spa therapies as administered or ordered by a medical expert in accordance with the UVG;
 - b) Medically prescribed home care provided by certified nursing staff until a UVG or an MVG pension starts. Certified nursing staff refers to care staff from nursing associations, home care providers, and helpers at home (excluding family members);
 - c) 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.
 - d) Cost of essential medicines that are prescribed or issued by a doctor and that are not on the Negative List;
 - e) Cost of homeopathic, phytotherapeutic and anthroposophic preparations that are prescribed or issued in accordance with para. 1, letter b) and are not on the Negative List;
 - f) 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 %;
 - g) Medical treatment abroad if the insured person has an accident there;
 - h) Reasonable versions of aids that compensate for a physical ailment or functional deficit;
 - i) Damage to items that replace a body part or function; the cost of glasses, hearing aids, and dentures is reimbursed only if the need for such items results from a physical impairment requiring medical attention;
 - k) Travel and transport that are necessary for medical reasons, rescue and recovery operations, as well as transportation of bodies; benefits in respect of search missions are limited to CHF 40 000.
- 2 SWICA pays the daily benefits deduction for the cost of room and board as prescribed by the UVG during stays at treatment centres.
- 3 The benefits as defined in Art. 13 para. 1 are paid in so far as an entitlement exists under UVG or MVG insurance.

Art. 14 Insured earnings

- 1 The salary that serves as a basis for calculating the benefits is shown in the policy. The UVG salary equals the insured earnings as defined in the UVG; the surplus salary is that portion of the salary that exceeds the UVG maximum. The definitive AHV salary is the sum of the UVG salary plus the surplus salary, but at most CHF 250 000 per person per year.
- 2 The same provisions apply when calculating lump sums and pensions.
- 3 If an annual salary has been agreed in advance for persons listed by name in the contract, this salary applies. The agreed annual salary does not fall under fixed-sum insurance but under indemnity insurance. Any third-party benefits will be offset. SWICA waives its right to request proof of the actual lost earnings up to the amount of the agreed annual salary. Lost earnings above this amount are not insured. If an accident or illness results in permanent full or partial occupational disability, the agreed annual salary is reduced by the percentage of the permanent occupational disability.

- 4 If the insured person worked simultaneously for more than one employer before the accident, only the salary paid by the policyholder applies.
- 5 In all other respects, the provisions of the UVG apply.

Art. 15 Daily benefits

- 1 In the case of full incapacity for work, SWICA will pay the daily benefits as shown in the policy. These benefits will be adjusted commensurately with the level of incapacity for work if the insured person is only partially incapacitated.
- 2 If daily benefits plus social insurance benefits exceed the estimated lost earnings, daily benefits are reduced by the excess amount. The estimated lost salary is the salary that the insured person would have earned if the accident had not occurred.
- 3 SWICA waives its right to deduct an amount for the cost of room and board during stays in a hospital.
- 4 In all other respects, the provisions of the UVG apply.

Art. 16 Disability pension

- 1 In the case of full disability, SWICA will pay the disability pension defined in the policy. Entitlement to a disability pension ends at the latest on the first day of the month in which the insured person reaches regular AHV retirement age. Any disability pensions currently being paid will end on that date.
- 2 In all other respects, the provisions under the UVG apply, except those on complementary pensions.

Art. 17 Disability lump sum

- 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:

Extremely painful restriction in the function 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 %

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.
- 5 The disability level is determined only after the insured person's condition has been established as likely to be permanent.
- 6 The disability level can 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 as follows:

Option A			Option B			Option A			Option B		
from	to	%	from	to	%	from	to	%	from	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	114	165	82	171	260			

- 7 SWICA pays the lump sum due when the UVG pension starts or compensation for physical or mental impairment becomes final and absolute.
- 8 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. 18 Compensation for physical or mental impairment

- 1 SWICA will pay compensation for physical or mental impairment amounting to not more than the insured annual surplus salary, provided this benefit is included in the policy.
- 2 In the case of any subsequent change in the physical and mental impairment, Art. 17, para. 8, applies by extension.

Art. 19 Survivors' pensions

- 1 In the event of death of an insured person, SWICA pays the survivors' pensions shown in the policy in accordance with the UVG. Entitlement to a widow's or widower's pension ends no later than on the first day of the month in which the eligible person reaches the statutory AHV retirement age. Any widow's or widower's pension in effect on this date will cease.
- 2 A divorced spouse is not entitled to a survivors' pension. UVG provisions on supplementary pensions do not apply.

Art. 20 Death lump sum

- 1 In the event of death of an insured person, SWICA will pay the death lump sum defined in the policy.
- 2 The group of beneficiaries is the same as the group stipulated under the UVG for survivors' pensions. Supplementing this provision, the widow who receives a settlement under the UVG is also entitled to the death lump sum. The divorced spouse, on the other hand, has no such entitlement.
- 3 If there is more than one eligible claimant, the lump sum is divided up in the ratio of the UVG pensions.

- 4 In the absence of any eligible claimants as defined in para. 2, SWICA will pay the death lump sum in equal portions, but excluding the following categories, to the
- widower who is not entitled to a pension under the UVG;
 - insured person's children who are not entitled to a pension under the UVG;
 - parents of the insured person;
 - siblings of the insured person.
- 5 In the absence of any of these survivors, SWICA will pay any funeral expenses that are not covered under the UVG and MVG up to CHF 20000, but in no case more than the insured lump sum.
- 6 The person entitled to 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.
- 7 Any disability lump sum that is paid will be offset against the death lump sum.

Art. 21 Continued salary on death of the insured persons (posthumous salary)

- 1 If the insured person dies as the result of an insured accident, SWICA will pay the salary that the policyholder owes (posthumous salary) as defined in Art. 338, para. 2, SCO, provided a survivors' pension or a death lump sum is insured. The amount is based on the insured salary or the maximum insurable salary.
- 2 Any obligation entered into by the policyholder to continue paying the salary beyond the statutory provisions for an extended period above and beyond the statutory provisions does not apply.
- 3 The policyholder is entitled to receive the posthumous salary, which is paid out in addition to the survivors' pension and/or the insured death lump sum.

Art. 22 Special risks

- 1 If special risk insurance is included in the policy, SWICA will cover any reductions that apply in this insurance and insurance provided under the UVG and MVG in connection with accidents whose cause can be traced to gross negligence, unusual risks, or acts of daring.
- 2 Exclusions and reductions for accidents in accordance with Art. 9, para. 1 are not covered under this supplementary insurance.

Art. 23 Adjustments of pensions to inflation

The pensions are adjusted for inflation (in accordance with the provisions for compulsory UVG insurance). The maximum adjustment is 10% per year. Years in which inflation is less than 10% cannot be offset with years in which it is more than 10%.

Art. 24 Pension buy-out

The UVG provisions apply. SWICA will always buy out disability and survivors' pensions if the monthly amount involved is less than CHF 500.

Art. 25 Relapses and sequelae resulting from earlier accidents

If the insured person suffers a relapse or sequelae from accidents that were uninsured or for which a previous insurer's benefit obligation has lapsed, SWICA will pay the following benefits:

- a) The salary the policyholder must continue to pay in accordance with Art. 324a SCO if the insured person is incapacitated, provided that daily benefits are insured;
- b) The posthumous salary the policyholder must pay to the survivors in accordance with Art. 338, para. 2 SCO if the insured person dies, provided that survivors' benefits or a death lump sum are insured.

Art. 26 Relationship to military insurance

If UVG insurance has been suspended because the insured person is subject to military insurance, insured benefits will be paid under the following provisions supplementary to MVG benefits, provided that the insured person is covered for non-occupational accidents under the UVG.

- 1 The insurance covers accidents that are insured under the MVG.
- 2 The MVG salary applies instead of the UVG salary when calculating benefits.
- 3 UVG provisions apply in relation to pension buy-outs and the adjustment of pensions for inflation.
- 4 In connection with reducing or refusing insurance benefits, UVG provisions and Art. 9 apply.

Art. 27 Third-party benefits

- 1 SWICA does not pay care benefits or reimburse any costs covered by a liable third party. If SWICA pays benefits instead of a liable third party or 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.
- 2 If several licensed insurers provide cover for insured benefits, SWICA will pay only in the ratio of guaranteed benefits that are paid jointly by all participating insurers. This provision does not apply to compensation for physical or mental impairment, the disability lump sum, the death lump sum, or to insured persons with agreed annual earnings.
- 3 SWICA's obligation to pay benefits ceases if the insured person agrees a settlement with a third party without first obtaining SWICA's approval.
- 4 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.
- 5 The insured person must inform SWICA immediately about the nature and scope of all benefits provided by third parties.

Art. 28 Reclaimed and offset benefits

- 1 The insured person must repay any benefits that have been obtained unlawfully.
- 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 the refund claim 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.
- 4 In all other respects, the provisions of the ATSG apply.

Art. 29 Pledging and assignment

Claims against SWICA may be neither assigned nor pledged. Assignments or pledges of such claims cannot be brought against SWICA.

IV Procedural obligations

Art. 30 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. 31 Obligations of the policyholder or insured person

- 1 The policyholder and insured person must do their utmost to assist in clarifying the cause of the accident and its consequences. In accordance with the obligation to mitigate loss (Art. 33), 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 vis-à-vis SWICA.
- 2 Anyone who claims insurance benefits must provide for free all the information that may be needed to clarify entitlement and determine insurance benefits.
- 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 benefit. In particular, these include employers, doctors, insurers, and the authorities.
- 4 The policyholder must inform all insured persons of their obligations in the event of an accident.

Art. 32 Consultation by authorized medical staff

- 1 After every accident it is necessary to consult authorized medical staff immediately, to ensure appropriate treatment, and to follow the instructions of medical staff. Every insured person is obliged to undergo a medical examination or assessment by doctors who have been instructed by SWICA.
- 2 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.

Art. 33 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. 34 Tax at source

- 1 If benefits are paid to the policyholder to forward to the insured person, the policyholder is liable for calculating and paying 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 Premium

Art. 35 Calculation of the premium

The UVG provisions apply. The insured salary is taken as the salary for which premiums are due.

Art. 36 Premium statement

- 1 If advance premiums are agreed, the policyholder must provide SWICA with the necessary information within a month of receiving the declaration. SWICA then calculates 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. 37 Premium payment

- 1 In the absence of any agreement to the contrary, the premium is determined per insurance year and must be paid in advance by the due date. In the case of instalments, the full premium for the year is still 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 the premium 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 a case ceases (suspension of cover) from 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 accidents 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. 36 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. 38 Premium adjustment

- 1 SWICA can adjust the premium rates to the end of the insurance year in line with changes to benefits.
- 2 If the premium rate changes, SWICA can demand that the contract be amended effective from the following insurance year.
- 3 If the premiums, benefits, or maximum amount of insured earnings change under the UVG, SWICA can demand to have the contract amended effective from the following insurance year.
- 4 SWICA must inform the policyholder of the new premium rates and premiums at least 30 days before the end of the insurance year.
- 5 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 are terminated 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.
- 6 The changes to the contract are deemed to have been approved unless the policyholder terminates the contract in good time.

Art. 39 Increase and reduction of risk

- 1 SWICA must be informed immediately if a circumstance changes (in particular the type of insured company 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. 40 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 during which this provision applies.
- 2 If the portion that is relevant for determining the surplus changes during the billing period, the bonus is weighted commensurately.
- 3 Entitlement to surplus participation ceases if the contract is cancelled before the end of the billing period.

Art. 41 Calculation of surplus participation

- 1 The cost of administering benefits is deducted from the share of the paid premiums specified in the policy. In the event of a surplus, the policyholder receives the portion that has been agreed. 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 a pension has been finalized. Pensions are included at cash value.
- 3 SWICA issues the statement 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 benefit cases are filed after the account statement has been finalized or payments have been made that fall under the closed billing period, a new account statement regarding surplus participation will be issued. SWICA can claim back any surplus shares that have already been paid.

VII Final provisions**Art. 42 Notifications**

- 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. 43 Place of jurisdiction

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

Art. 44 Authoritative version

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

SWICA Healthcare Organisation

Because health is everything

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

