

GROUP ACCIDENT INSURANCE

# GENERAL INSURANCE CONDITIONS (GIC).

Version 2022

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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 gross negligence, 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:
  - Provided that non-occupational accident (NOA) cover is in effect, at the end of the 31st day after the day on which entitlement to at least half of the salary ends.
  - 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 (2022: 148 200 francs 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 two 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 authorised to do so by the applicant or insured person.

The companies of SWICA Healthcare Organisation 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).

# 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](mailto: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 contractual arrangements between SWICA and the policyholder or insured person that are set out in writing or in a form that permits text-based verification

## 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 must be given in writing or in another form that permits text-based verification. 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. 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. The policyholder must send all notifications and messages to SWICA Insurances Ltd in accordance with the contact details on the policy or to the office shown in the insurance policy.
2. The policyholder must notify SWICA in writing or in another form that permits text-based verification immediately about any changes in his<sup>1</sup> personal circumstances that affect the insurance relationship.
3. All notifications and messages from SWICA to the policyholder or affected insured person are legally valid when sent to the most recent address in Switzerland that the policyholder has provided or to the electronic contact details that have been provided.

### **ART. 8 DATA PROCESSING BY SWICA**

1. SWICA obtains and uses the personal data of its policyholders and insured persons in compliance with the Swiss Data Protection Act and its ordinances, with social and private insurance law, and with its data protection provisions (SWICA's Data Privacy Statement).
2. In particular, processing involves master and contract data (such as first name, surname, address, postcode, date of birth, email address, phone number [mobile and fixed line], bank details, marital status, number of children, data on authorised representatives, financial information on income), health data (diagnoses, symptoms, medication, operations carried out, etc.), data on treatment and its course, benefit costs, data on personal and interpersonal circumstances, personality profiles, data from other insurers and service providers, and data relating to debt collection and bankruptcy law.
3. The data is processed for purposes that the policyholder or insured person has agreed to while applying for and purchasing the insurance, for purposes relevant for the GIC and SC, or for purposes for which SWICA is authorised under the Swiss Data Protection Act and under social and private insurance law.

<sup>1</sup> In order to enhance readability, only the masculine form is used throughout this text. This applies to all gender-specific references in the text.

4. In particular, SWICA processes data during the application phase (consultation, request, review, purchase, etc.) for contract purchases and while managing the contract (administering benefits, providing information and customer care, managing the customer journey and integrated care, handling product offers, marketing, etc.) for the duration of the insurance relationship. Furthermore, SWICA uses mathematical methods to analyse such data for statistical purposes, to develop and improve the quality and utility of its services and products for current, former and prospective policyholders or insured persons, and to inform its policyholders or insured persons accordingly. SWICA also reserves the right to investigate suspected cases of insurance fraud if there are substantiated reasons for doing so. SWICA can create personality profiles in connection with these processing steps.
5. SWICA stores the personal data electronically or in paper form and processes it to provide the contractual services and to advise policyholders or insured persons and provide them with reliable insurance cover that meets their needs.
6. SWICA can commission third parties (other insurers involved, medical examiners, authorities, lawyers and external experts, data centres, etc.) to provide services for the benefit of the policyholder or insured person and pass on personal data to third parties for the fulfilment of such tasks. SWICA contractually obliges third parties to maintain confidentiality and secrecy and to comply with the Swiss Data Protection Act. Data can also be passed on for the purpose of detecting or preventing insurance fraud.
7. Data can be exchanged within SWICA to clarify whether a benefit obligation applies under daily sickness benefits insurance or accident insurance.
8. For more information about data processing, please refer to SWICA's Data Privacy Statement. The Data Privacy Statement is valid for the duration of the contractual relationship between SWICA and the policyholder or insured persons. The Data Privacy Statement provides information about the data categories being processed, the data processing procedures and purposes, the basis for data processing, the rights of policyholders and insured persons with regard to data processing by SWICA, and the data processing and data retention periods.

## **ART. 9 APPLICABLE LAW AND PLACE OF JURISDICTION**

1. This insurance is exclusively subject to Swiss substantive law, to the exclusion of the Vienna Sales Convention, private international law and other conflict-of-law rules.
2. 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.
3. 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.

# CLIENT INFORMATION.

## OVERVIEW OF YOUR ACCIDENT INSURANCE IN ACCORDANCE WITH THE VVG, SUPPLEMENTARY TO THE UVG

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 acts of war or terrorism, gang-related crimes, or from participation in such.
- › while serving in a foreign army.
- › resulting from earthquakes in Switzerland or the Principality of Liechtenstein.
- › resulting from ionising 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).
- › inform the insured persons about data processing.

### 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 authorised to do so by the applicant or insured person.

The companies of SWICA Healthcare Organisation 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).

# OVERVIEW OF YOUR ACCIDENT INSURANCE IN ACCORDANCE WITH THE VVG, 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](mailto: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 contractual arrangements between SWICA and the policyholder or insured person that are set out in writing or in a form that permits text-based verification

## 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.
6. The benefits in accordance with para. 4 lit. a, b, d and e fall under indemnity insurance; the benefits in accordance with lit. c fall under fixed-sum insurance.

### 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. SWICA can reject the application in writing or in another form that permits text-based verification until the policy or definitive cover confirmation has been issued. 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 must be given in writing or in another form that permits text-based verification. 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
  - e) The risk no longer applies

#### **ART. 5 TERMINATION IN THE EVENT OF A BENEFIT CASE**

1. The policyholder must send the notice to SWICA in writing or in another form that permits text-based verification no later than 14 days after he became or could have become aware of the payment. The contract ends when the notice reaches SWICA.
2. SWICA waives its right of termination in connection with a claim, except in cases where the notification obligation was violated or where insurance fraud was 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 10 000 000 francs 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 acts of war or terrorism, gang-related crimes, or from participation in such.  
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 earthquakes in Switzerland or the Principality of Liechtenstein.
  - d) resulting from ionising 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 100 000 francs (in the case of full disability; the progression table does not apply)
  - b) The insured death lump sum is 50 000 francs
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.
- 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
- j) 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 40 000 francs

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. 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 by qualified caregivers until the UVG or MVG pension comes into effect. This also includes caregivers working for home-help and healthcare providers, as well as housekeepers (excluding family members)
  - c) Natural treatment procedures recognised by SWICA, provided they are administered by a doctor or therapist who is recognised by SWICA; SWICA keeps a list of recognised forms of treatment and therapists. This list is publicly available at [swica.ch](http://swica.ch) and can also be requested from the customer service centre; a rate of 80 francs per hour applies unless a recognised scale exists
  - d) Cost of essential medicines that are prescribed or issued by a doctor and that are not on the Negative List

### **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 250 000 francs 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 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 as follows:

Options A			Options B		
from %	to %	to %	from %	to %	to %
> 26	27	28	> 64	117	170
> 27	29	31	> 65	120	175
> 28	31	34	> 66	123	180
> 29	33	37	> 67	126	185
> 30	35	40	> 68	129	190
> 31	37	43	> 69	132	195
> 32	39	46	> 70	135	200
> 33	41	49	> 71	138	205
> 34	43	52	> 72	141	210
> 35	45	55	> 73	144	215
> 36	47	58	> 74	147	220
> 37	49	61	> 75	150	225
> 38	51	64	> 76	153	230
> 39	53	67	> 77	156	235
> 40	55	70	> 78	159	240
> 41	57	73	> 79	162	245
> 42	59	76	> 80	165	250
> 43	61	79	> 81	168	255
> 44	63	82	> 82	171	260
> 45	65	85	> 83	174	265
> 46	67	88	> 84	177	270
> 47	69	91	> 85	180	275
> 48	71	94	> 86	183	280
> 49	73	97	> 87	186	285
> 50	75	100	> 88	189	290
> 51	78	105	> 89	192	295
> 52	81	110	> 90	195	300
> 53	84	115	> 91	198	305
> 54	87	120	> 92	201	310
> 55	90	125	> 93	204	315
> 56	93	130	> 94	207	320
> 57	96	135	> 95	210	325
> 58	99	140	> 96	213	330
> 59	102	145	> 97	216	335
> 60	105	150	> 98	219	340
> 61	108	155	> 99	222	345
> 62	111	160	> 100	225	350
> 63	114	165			

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
  - a) widower who is not entitled to a pension under the UVG.
  - b) insured person's children who are not entitled to a pension under the UVG.
  - c) parents of the insured person.
  - d) 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 20 000 francs, 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 500 francs.

#### **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 cover services or reimburse cost that are covered by a liable third party. SWICA adjusts its compensation in line with amounts paid from accident insurance (UVG), health insurance (KVG), federal disability insurance (IV), federal military insurance (MV), supplementary insurance (in accordance with the VVG), or a comparable foreign insurance provider.
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 of an accident that is likely to result in an obligation to pay out benefits within three days from when the circumstances become known.
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.
3. If a claim is culpably reported late, the benefits can be reduced by the amount that would have been granted if the claim had been reported on time.

#### **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 authorise 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 AUTHORISED MEDICAL STAFF**

1. After every accident it is necessary to consult authorised 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. As a prerequisite, SWICA must send the insured person a reminder in advance in writing or another form that permits text-based verification and explain the consequences that apply under the law. Treatment and reintegration measures that pose a risk to the person's life and health are not deemed to be reasonable (Art. 21 para. 4 of the Swiss Federal Act on General Aspects of Social Security Law).

### **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, 1 January 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 by the specified date, SWICA will ask the policyholder in writing or in another form that permits text-based verification to pay the amount within 14 days from the reminder date, and make reference to 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. Written notice of termination must reach SWICA no later than on the last working day (the stamp date is not decisive) of the insurance year. In the case of termination in another form, the notice must reach SWICA's reception area by 17:00 on the last working day of the insurance year.
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. If circumstances significant for the risk assessment should change during the contract term (in particular the type of insured business or occupation, or the insured person's activity), the policyholder must inform SWICA immediately in writing or in another form that permits text-based verification.
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 premium increases, the policyholder has the right to terminate the contract within four weeks of being notified by giving four weeks' notice in writing or in another form that permits text-based verification. 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 significantly, the policyholder can request a lower premium or terminate the contract by giving four weeks' notice in writing or in another form that permits text-based verification.
4. If SWICA rejects the request for a lower premium or the policyholder disagrees with the reduction being offered, the policyholder can terminate the contract within four weeks of receiving SWICA's decision and by giving four weeks' notice in writing or in another form that permits text-based verification.
5. The reduced premium comes into effect after the notification reaches SWICA as laid out in para. 3.

## **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 finalised. Pensions are included at cash value.
3. SWICA issues the statement at the latest six 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 finalised 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. DATA PROCESSING**

### **ART. 42 DATA PROCESSING BY SWICA**

1. SWICA obtains and uses the personal data of its policyholders and insured persons in compliance with the Swiss Data Protection Act and its ordinances, with social and private insurance law, and with its data protection provisions (SWICA's Data Privacy Statement).
2. In particular, processing involves master and contract data (such as first name, surname, address, postcode, date of birth, email address, phone number [mobile and fixed line], bank details, marital status, number of children, data on authorised representatives, financial information on income), health data (diagnoses, symptoms, medication, operations carried out, etc.), data on treatment and its course, benefit costs, data on personal and interpersonal circumstances, personality profiles, data from other insurers and service providers, and data relating to debt collection and bankruptcy law.
3. The data is processed for purposes that the policyholder or insured person has agreed to while applying for and purchasing the insurance, for purposes relevant for the GIC and SC, or for purposes for which SWICA is authorised under the Swiss Data Protection Act and under social and private insurance law.
4. In particular, SWICA processes data during the application phase (consultation, request, review, purchase, etc.) for contract purchases and while managing the contract (administering benefits, providing information and customer care, managing the customer journey and integrated care, handling product offers, marketing, etc.) for the duration of the insurance relationship. Furthermore, SWICA uses mathematical methods to analyse such data for statistical purposes, to develop and improve the quality and utility of its services and products for current, former and prospective policyholders or insured persons, and to inform its policyholders persons accordingly. SWICA also reserves the right to investigate suspected cases of insurance fraud if there are substantiated reasons for doing so. SWICA can create personality profiles in connection with these processing steps.
5. SWICA stores personal data electronically or in paper form and processes it to deliver the contractual services and to advise policyholders and provide them with reliable cover that meets their needs.
6. SWICA can commission third parties (other insurers involved, medical examiners, authorities, lawyers and external experts, data centres, etc.) to provide services for the benefit of the policyholder or insured person and pass on personal data to third parties for the fulfilment of such tasks. SWICA contractually obliges its third parties to maintain confidentiality and secrecy and to comply with the Swiss Data Protection Act. Data can also be passed on for the purpose of detecting or preventing insurance fraud.
7. Data can be exchanged within SWICA to clarify whether a benefit obligation applies under daily sickness benefits insurance or accident insurance.
8. For more information about data processing, please refer to SWICA's Data Privacy Statement. The Data Privacy Statement is valid for the duration of the contractual relationship between SWICA and the policyholder. The Data Privacy Statement provides information about the data categories being processed, the data processing procedures and purposes, the basis for data processing, the rights of policyholders and insured persons with regard to data processing by SWICA, and the data processing and data retention periods.

## VIII. FINAL PROVISIONS

### ART. 43 NOTIFICATIONS

1. The policyholder or insured persons must address all notifications and messages to SWICA Insurances Ltd, Römerstrasse 37, 8401 Winterthur, Switzerland, or to the office shown in the insurance policy.
2. The policyholder or insured person must notify SWICA in writing or in another form that permits text-based verification immediately about any changes in his personal circumstances that affect the insurance relationship.
3. Notifications and messages from SWICA to the policyholder or insured person are legally valid when sent to the most recent address in Switzerland that the policyholder has provided or to the electronic contact details that have been provided.

### ART. 44 TECHNICALITIES

The German text of these GIC counts as the original version. The French, Italian, and English versions are translations. In the event of any discrepancies regarding their content, the German version is authoritative.

### ART. 45 APPLICABLE LAW AND PLACE OF JURISDICTION

1. This insurance is exclusively subject to Swiss substantive law, to the exclusion of the Vienna Sales Convention, private international law and other conflict-of-law rules.
2. The policyholder or affected insured person can choose the ordinary place of jurisdiction or his place of residence in Switzerland or the Principality of Liechtenstein as the legal venue.



**THERE FOR YOU, 24 HOURS A DAY, 365 DAYS A YEAR.**

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