



# Accident Insurance (Accident Insurance Act (UVG)/Insurance Contract Act (VVG))

General Conditions of Insurance (GCI)

Sympany Insurance Ltd.

2008 edition



## **Accident insurance in accordance with the Accident Insurance Act (UVG)**

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### **Article 1**

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#### **Basis of contract**

Sympany Insurance Ltd., Basel (hereinafter referred to as Sympany), warrants insurance protection according to the Swiss federal law on accident insurance dated 20 March 1981 (UVG), its accompanying ordinances and the provisions below.

### **Article 2**

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#### **Contract term, cancellation**

##### **2.1 Mandatory insurance**

The insurance contract is concluded for the duration specified in the insurance policy. At the end of this contract term, the contract is automatically renewed for an additional year, unless one of the contract partners has received a cancellation notice at the latest three months prior to this date. If the contract has been concluded for less than one year, it will lapse on the date given in the insurance policy. The dissolution of the contract through cancellation does not absolve the policyholder from his obligation to insure his employees according to UVG.

##### **2.2 Voluntary insurance**

The insurance contract is concluded for the duration agreed to in the insurance policy. For an insured individual, the insurance ends with the dissolution of the contract, his becoming subject to mandatory insurance or his exclusion. Furthermore, the insurance ends three months after his giving up self-employment or work as a non-mandatory insured family member.

### **Article 3**

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#### **Changes to the premium tariff or to the classification of companies into classes and levels**

In the event of a change to the company's classification into the hazard classes and levels pursuant to Article 92, Paragraph 5 UVG, Sympany is entitled to request an adjustment to the contract as from the following insurance year. In the event of a change to the premium tariff, the change takes effect as from the start of the next insurance year.

In both instances, Sympany must inform the policyholder at the latest two months before the change to the contract.

### **Article 4**

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#### **Acceptance of contract**

##### **Right of correction**

If the contents of the contract do not correspond with the agreements reached, the policyholder must request their correction within four weeks of receiving the document; otherwise the contents will be considered as having been approved by the policyholder. The right of the policyholder to object to classification into the premium tariff according to Article 8 below is reserved.

### **Article 5**

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#### **Calculation of final premium for mandatory insurance**

Within one month of the end of the insurance year, the policyholder will notify Sympany of the salaries that were paid out in the past calendar year, and are hence subject to premiums. Sympany will use this information to calculate the final premium amounts, and will either request an additional payment or give a refund, as applicable. If the policyholder fails to comply with his duty to report, Sympany will fix the premium amounts presumably owing, by way of order.

### **Article 6**

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#### **Flat-rate premium per year**

An annual premium statement based on the actual salary is hereby waived. If the actual annual payroll total of the mandatorily insured persons exceeds the flat-rate premium by CHF 10 000, the policyholder is required to notify Sympany of this and pay the requisite additional premium according to the tariff; if applicable, the additional premium has to be paid retrospectively for a maximum of five years.

### **Article 7**

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#### **Minimum premium per year**

For the "Occupational Accidents" and "Non-Occupational Accidents" insurance lines, a minimum premium each of CHF 100 per year is stipulated. This amount includes the premium surcharges pursuant to Article 97, Paragraph 1 UVG. The minimum premium per insurance line will also be charged for a year already started.

### **Article 8**

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#### **Order**

With regard to premium tariff classification, this contract represents an order in line with Article 52 ATSG and Article 124, Section d UVV. The policyholder may make an objection to Sympany in writing or verbally, in the event of a personal appearance, within 30 days of receipt. Reasons for the objection must be provided. A verbal objection must be recorded by Sympany in a protocol and signed by the objecting party. The objection process is free of charge and does not provide a right to compensation.

### **Article 9**

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#### **Applicable law**

In addition, the Swiss federal law on the general part of the social security law (ATSG) as well as the Swiss federal law on accident insurance and its accompanying ordinances apply.

### **Article 10**

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#### **Notifications**

All notifications must be directed to Sympany Insurance Ltd., Basel.

# Supplementary accident insurance in accordance with the Insurance Contract Act (VVG)

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## **1. General provisions**

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### **1.1. Insurer**

Sympany Insurance Ltd., Basel (hereinafter referred to as Sympany), insures the following benefits:

- treatment costs (Section 2.1.)
- accident and hospital daily benefits (sections 2.2. and 2.3.)

SOLIDA Insurance Ltd., Zurich (hereinafter referred to as SOLIDA), insures the following benefits:

- disability (Section 2.4.)
- death (Section 2.5.)

### **1.2. Basis of contract**

The basis for this contract is formed by all written statements that are supplied by the policyholder, the insured persons and their representatives in the application, in further documents accompanying this and in medical reports.

The rights and obligations of the contract parties are specified in the insurance policy, any supplements, the General Conditions of Insurance (GCI), Additional Conditions (AC) and Special Conditions (SC).

Insofar as an issue is not expressly regulated in the above-mentioned documents, the parties agree to adhere to the Swiss federal law on insurance contracts dated 2 April 1908 (VVG).

### **1.3. Subject of insurance**

Sympany and SOLIDA insure the economic consequences of accidents and occupational illnesses within the scope of the benefits agreed to.

### **1.4. Insured accidents and occupational illnesses**

The insurance covers occupational and non-occupational accidents including occupational illnesses which occur or are caused in the course of the duration of this supplementary insurance, and which must be compensated through UVG insurance.

Also insured are accidents that occur during Swiss military service or during other activities that are covered by Swiss military insurance. Such accidents are considered non-occupational accidents in line with UVG.

### **1.5. Insured persons**

The insurance covers the persons or groups of persons listed in the insurance policy, for whom an insurance pursuant to the Swiss federal law on mandatory accident insurance (UVG) exists. Employees on loan to the policyholder from third-party companies are excluded from this supplementary insurance.

### **1.6. Geographical validity**

The insurance is valid worldwide.

### **1.7. Gender**

Any use of masculine forms in these General Conditions of Insurance (GCI) also includes female persons.

## **2. Insurance benefits**

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### **2.1. Treatment costs**

If treatment costs are also insured, Sympany assumes the following costs, which are recognised but not covered pursuant to the federal law on mandatory accident insurance (UVG) and Swiss military insurance (MV) (see sections 2.1.1. to 2.1.8.).

#### **2.1.1. Treatment**

Required expenses for therapeutic measures which are ordered or carried out by a registered doctor or dentist, also for medical treatment abroad, if the insured person incurs an accident there, as well as the hospital costs (also for stays in semi-private and private wards) and the expenses for treatment, accommodation and meals in the event of medically ordered convalescent care which is undertaken with the approval of Sympany.

#### **2.1.2. Home care**

Expenses in the event of home care, unlimited in amount for a maximum of 90 days per accident, for the medically ordered services for the care of the insured person, rendered by staff either with a diploma or made available by a public or private institution, excluding household help that does not perform a care function.

#### **2.1.3. Medical aids**

Expenses for the first-time acquisition of prostheses, glasses, hearing aids and orthopaedic aids. Also insured are repairs or replacements (purchase value) of the same,

provided they were damaged or destroyed in an accident that results in an insured treatment. Costs for mechanical mobility aids as well as for the provision, modification, rent and maintenance of real estate will not be reimbursed.

#### **2.1.4. Material damage**

The costs for accident-related damage to objects which substitute for a body part or body function. A replacement claim for glasses, contact lenses, hearing aids and dentures only applies in the event of a body injury which requires treatment. This may include the costs for the repair or the replacement (purchase value) of the above-mentioned objects.

#### **2.1.5. Travel, transport and rescue costs**

- Costs for
- all rescue and recovery measures required as a result of the accident
  - all transportation required as a result of the accident; however, the cost of air transport will only be met if it cannot be avoided due to medical or technical reasons
  - any searches carried out with a view to rescuing or recovering the insured person, up to a maximum of CHF 20 000

If, due to an accident incurred by the insured person abroad, a local hospital stay is required which would likely delay the planned return to Switzerland by at least 14 days, the person who incurred the accident has the option of being transferred to a Swiss hospital at Sympany's expense. In this case Sympany will bear the costs up to a maximum of CHF 20 000 for transportation appropriate to the circumstances, in particular the nature of the injury and any medical measures that have been initiated.

Any travel costs that are saved by the accident-related transport, or reimbursements due to non-used train, plane and ship tickets are to be deducted from Sympany's duty to pay benefits.

#### **2.1.6. Transport of deceased**

Costs incurred up to a maximum of CHF 20 000 for the transport of the fatally injured accident victim to the place of burial (including costs of any customs formalities). The reimbursement will be issued to the person or company that can provide verifiable proof of having paid these costs. If the transport of the deceased is accompanied by a family member of the deceased, Sympany will assume the travel costs for one person (1<sup>st</sup> class train ticket, economy air ticket).

### 2.1.7. Third parties

If the insured person is also eligible for benefits from the Swiss federal disability insurance (IV) or Swiss military insurance (MV), or if a liable third party has provided such benefits, Sympany will supplement these benefits – taking into account those provided by the UVG insurer – up to the amount of the incurred treatment costs.

2.1.8. Amount and duration of benefits  
Sympany assumes treatment costs within five years of the day of the accident without any restrictions to the amount – this is subject to Section 2.1.2.; Section 2.1.5. Paragraph 1, third indent and Paragraph 3; and Section 2.1.6. Paragraph 1.

## 2.2. Hospital daily benefits

For the duration of a medically ordered stay at a hospital or health resort, Sympany will pay the agreed hospital daily benefit (besides any applicable insured daily benefit and besides treatment costs), up to a maximum of 730 days within five years of the day of the accident.

## 2.3. Daily benefits

### 2.3.1. Duration of benefits

Sympany will pay the daily benefit per accident for a maximum of 730 days within five years of the day of the accident, at the most, however, to the date of payment of a possibly owed disability benefit pursuant to the provisions regarding disability cases (cf. Section 2.4.).

The right to daily benefits terminates upon regaining full capacity to work, upon payment of a lump sum for disability or a disability pension, or upon the death of the insured person.

### 2.3.2. Right to claim and waiting period

The payment of daily benefits begins on the first day of incapacity to work as determined by a doctor, at the earliest, however, three days before the first medical treatment. No compensation will be provided for the day of the accident and the agreed waiting period. When determining the waiting period, days of full or partial incapacity to work will be counted as full days.

In the case of partial incapacity to work, the level of daily benefit is in line with the degree of incapacity to work; no claims are possible for incapacitation of less than 25 per cent.

Within the framework of its contractual duty to provide benefits, Sympany will assume

the portion of the actual loss of earnings that is not covered by UVG insurance or MV, IV or a liable third party.

### 2.3.3. Cost-of-living portion for stays at a sanatorium

This daily benefit insurance reimburses the cost-of-living expenses for stays at a sanatorium that are deducted by UVG insurance from the daily benefits.

## 2.4. Disability

If, as a result of an accident, a disability occurs within five years of the accident that is probably permanent according to medical theory, SOLIDA will pay a lump sum for disability which is determined by the degree of disability, the agreed insurance sum and the chosen benefit variant. Any incapacity for employment or work resulting from the event is not taken into account. Only the insured person can claim the lump sum payable at disability. The claim expires upon the death of the insured person.

### 2.4.1. Determination of degree of disability

The following principles are binding when determining the degree of disability:

- a) Total disability is regarded as being the loss or full loss of use of both arms or hands, both legs or feet, or the simultaneous loss of a hand and a foot, total paralysis and total blindness.  
In case of partial disability, that portion of the insured sum stipulated for total disability that corresponds with the degree of disability will be paid. The valuation is carried out according to the following percentage rates:
- |  |             |
|--|-------------|
| upper arm  | 70 per cent |
| lower arm  | 65 per cent |
| hand   | 60 per cent |
| thumb with metacarpus  | 25 per cent |
| thumb, metacarpus intact   | 22 per cent |
| foremost link of thumb   | 10 per cent |
| index finger   | 15 per cent |
| middle finger  | 10 per cent |
| ring finger  | 9 per cent  |
| small finger   | 7 per cent  |
| one leg at thigh   | 60 per cent |
| one leg at knee joint or calf  | 50 per cent |
| one foot   | 45 per cent |
| one big toe  | 8 per cent  |
| other toes each  | 3 per cent  |
| vision of one eye  | 30 per cent |
| vision of one eye, if the vision of the other eye had already been completely lost at the time of the accident | 50 per cent |
| hearing in both ears   | 60 per cent |
| hearing in one ear   | 15 per cent |

hearing in one ear, if the hearing in the other ear had already been completely lost at the time of the accident 30 per cent  
sense of smell 10 per cent  
sense of taste 10 per cent  
kidney 20 per cent  
spleen 5 per cent  
very severe and painful functional impairment of the spine 50 per cent

b) For a permanent significant disfigurement of the human body (aesthetic injuries such as scars) caused by an accident, for which a lump sum for disability is not payable but which nevertheless results in a restriction of the societal position of the insured person, SOLIDA provides the following compensation:

- 10 per cent of the insurance sum (without progression) agreed to in the insurance policy for disfigurement of the face and/or
  - 5 per cent for disfigurement of other normally visible body parts. The benefit for aesthetic injuries is limited to CHF 20000
- c) In case of only partial loss or partial loss of use, a correspondingly lower degree of disability applies.
- d) The full loss of use of limbs and organs is considered equivalent to a complete loss of the same.
- e) As for cases not listed above, the degree of disability is determined according to the same guidelines as used for determining the loss of bodily functions pursuant to the Swiss federal law on accident insurance (UVG) or the ordinance on accident insurance (UVV).
- f) In the event of a simultaneous loss or simultaneous loss of use of several body parts, the degree of disability, which can only amount to a maximum of 100 per cent, is usually determined by adding up the percentage rates.
- g) An aggravation of the consequences of the accident as a result of prior bodily defects does not constitute an entitlement to a higher compensation than if the accident had affected a physically sound person. In case of previous total or partial loss or loss of use of body parts before the accident, the pre-existing degree of disability as determined according to the principles above will be deducted from the newly determined degree of disability.
- h) The final degree of disability is not determined until the insured person's condition is recognised as probably being permanent. However, SOLIDA may have the degree of disability conclusively determined five years after the accident, or later. In this case, the current degree of disability at the time of determination is established. Any changes to the degree of

disability, including relapses and late effects, which occur after this determination of the degree of disability remain irrelevant.

#### 2.4.2. Determination of sum payable at disability

The sum payable at disability is calculated as follows, depending on the agreed benefit variant A or B:

	Variant A	Variant B
for that part of the degree of disability not exceeding 25 per cent	based on the insurance sum	based on the insurance sum
for that part of the degree of disability between 25 per cent and 50 per cent	based on twice the insurance sum	based on three times the insurance sum
for that part of the degree of disability exceeding 50 per cent	based on three times the insurance sum	based on five times the insurance sum

The benefit as a percentage of the insurance sum agreed for disability is therefore calculated as follows:

Degree of disability	Variant	
	A	B
26%	27%	28%
27%	29%	31%
28%	31%	34%
29%	33%	37%
30%	35%	40%
31%	37%	43%
32%	39%	46%
33%	41%	49%
34%	43%	52%
35%	45%	55%
36%	47%	58%
37%	49%	61%
38%	51%	64%
39%	53%	67%
40%	55%	70%
41%	57%	73%
42%	59%	76%
43%	61%	79%
44%	63%	82%
45%	65%	85%
46%	67%	88%
47%	69%	91%
48%	71%	94%
49%	73%	97%
50%	75%	100%
51%	78%	105%
52%	81%	110%
53%	84%	115%
54%	87%	120%
55%	90%	125%
56%	93%	130%
57%	96%	135%
58%	99%	140%
59%	102%	145%
60%	105%	150%
61%	108%	155%
62%	111%	160%
63%	114%	165%
64%	117%	170%
65%	120%	175%
66%	123%	180%
67%	126%	185%
68%	129%	190%
69%	132%	195%
70%	135%	200%
71%	138%	205%
72%	141%	210%

73%	144%	215%
74%	147%	220%
75%	150%	225%
76%	153%	230%
77%	156%	235%
78%	159%	240%
79%	162%	245%
80%	165%	250%
81%	168%	255%
82%	171%	260%
83%	174%	265%
84%	177%	270%
85%	180%	275%
86%	183%	280%
87%	186%	285%
88%	189%	290%
89%	192%	295%
90%	195%	300%
91%	198%	305%
92%	201%	310%
93%	204%	315%
94%	207%	320%
95%	210%	325%
96%	213%	330%
97%	216%	335%
98%	219%	340%
99%	222%	345%
100%	225%	350%

#### 2.5. Death

If the insured person dies within five years as a result of an accident, SOLIDA will pay the insured sum for the event of death, deducting any disability compensation that has already been provided for the accident in question.

If the accident victim is under 16 or over 65 years of age, the maximum sum payable at death is CHF 20 000.

By notifying SOLIDA in writing, the insured person may assign beneficiaries or exclude authorised persons, thus modifying the subsequent stipulation. Such a declaration can be rescinded or modified at any time by notifying SOLIDA in writing. If no special assignment is made, the following are exclusively considered as beneficiaries, in order of pre-eminence:

- spouse
- children, stepchildren or adopted children
- parents

If there are no persons eligible for benefits, SOLIDA will only reimburse the burial costs up to a maximum amount of 10 per cent of the insurance sum payable at death, up to a maximum of CHF 10 000.

Survivors of an insured person who are eligible for benefits will receive the benefits even if they renounce the inheritance. The benefits do not become part of the estate of the deceased person.

#### 2.4.3. Payment in form of pension

If the insured person has completed his 65<sup>th</sup> year of life at the time of determining the degree of disability, the insured benefit for permanent disability in the meaning of the provisions above will be paid in the form of a life-long pension. The pension is conclusively determined and is payable in advance on a quarterly basis.

For every CHF 1 000 of the lump sum payable at disability, the annual pension amounts to:

Age	Annual pension
66	CHF 86
67	CHF 89
68	CHF 93
69	CHF 96
70	CHF 100
above	CHF 125

Only the insured person is eligible for this benefit.

#### 2.4.4. Retraining costs in the event of occupational illnesses

If retraining is required in relation to an occupational illness for which the UVG insurer has provided benefits, SOLIDA will assume the appropriate costs for this purpose, supplementary to UVG insurance and IV, up to a maximum of ten per cent of the insured sum payable at disability without progression.

#### 2.6. Restrictions to benefits in the event of aviation accidents

As for accidents incurred by the insured person during flights, the insured benefits from SOLIDA in the event of death or disability arising from all accident insurances taken out with SOLIDA for the benefit of the insured, insofar as they cover the risk of flying without a special premium, are limited to CHF 500 000 in the event of death and CHF 1 000 000 in the event of disabilities with a degree of 100 per cent, with corresponding downgrading for lesser degrees of disability.

#### 2.7. Insurance of continued provision of salary in the event of death

If an employee dies as a result of an insured accident and leaves behind a spouse or minor children, or in their absence other persons for whom he had a duty of support, SOLIDA will satisfy the statutory duty of continuing to pay a salary that is incumbent on the policyholder as an employer in line with Article 338, Paragraph 2 of the Swiss Code of Obligations.

SOLIDA abstains from deducting any insurance or pension provision benefits that are due to the survivors of the deceased employee, from this continued provision of salary in the event of death.

Any obligation agreed to by the policyholder to continue to pay a salary for a longer time period than the one stipulated in the statutory regulation, will not be considered.

The above-mentioned benefits will only be provided if the daily benefit and/or a sum payable at death are also insured through this contract.

### **3. Insurance variants**

#### **3.1. Salary system**

The insurance can be taken out according to the salary system, in which case both premiums and monetary benefits are calculated on the basis of salaries or insured earnings, respectively.

##### **3.1.1. UVG salary**

Benefits are calculated on the basis of the salary declared to Sympany. The UVG salary is regarded as being the insured earnings according to UVG, up to the legally stipulated maximum amount.

##### **3.1.2. Surplus salary**

The part of the salary that exceeds the UVG maximum is regarded as being the surplus salary. The maximum insurable surplus salary per person and year is determined by calculating the difference between CHF 250 000 and the salary that corresponds to the UVG maximum.

For insured persons who have voluntarily joined UVG insurance, the salary agreed to with Sympany in advance will form the calculation basis for the determination of insurance benefits. Provided that a fixed annual salary has been agreed to, this is regarded as being the insured salary.

##### **3.1.3. Multiple employers**

If the insured person worked for more than one employer at the same time prior to the accident, the earnings achieved at the policyholder's are decisive.

#### **3.2. Head count system**

The insurance can also be taken out according to the head count system, with fixed sums and premiums which are calculated on the basis of the number of insured persons or working days.

### **4. Restrictions to scope of cover**

#### **4.1. Exclusions**

Excluded from the insurance are accidents

- a) which are already in existence at the start of the contract,
- b) that are the result of war, civil war and/or war-like circumstances:
  - in Switzerland, the Principality of Liechtenstein and/or neighbouring states
  - abroad, unless the accident occurs within 14 days of the first-time occurrence of such events in the country in which the insured person is staying, and he is surprised by the outbreak of war events there,
- c) as a result of earthquakes in Switzerland and in the Principality of Liechtenstein,
- d) as a result of extraordinary dangers. Such are regarded as being:
  - military service abroad
  - participation in war activities, terror acts, commitment of crimes
  - the effects of disturbances of all kinds unless the insured person can prove that he did not participate on the side of those causing the disturbance, either actively or through agitation,
- e) as a result of the insured's intentionally committing, or attempting to commit, crimes or offences,
- f) as a result of the impact of ionising radiation and damage from nuclear energy,
- g) for which the insured person demonstrates a blood alcohol level of two parts per thousand or more, unless there is no apparent causal relationship between the drunkenness and the accident,
- h) as a result of risk-taking (risk-taking refers to activities with which the insured person exposes himself to a particularly strong hazard, without taking or being able to take precautions that would reduce the risk to a reasonable level),
- i) as a result of suicide or infliction of damage to his own body which the insured person caused intentionally or in a state of full or partial ability of discrimination,

- j) as a result of pre-birth injuries, birth defects and their consequences,
- k) as a result of the consumption or injection of medicines, drugs or chemical products not prescribed by a doctor, as well as alcohol abuse,
- l) as a result of receiving heroin as prescribed by a doctor,
- m) as a result of medical or surgical operations which were not required as a result of an insured accident,
- n) that occur during the operation of aircraft as a military pilot, other military crew member or paratrooper,
- o) that occur during military parachute jumps,
- p) that occur during flights, if the insured person intentionally breaches official rules or does not possess the requisite official identification documents or authorisations.

#### **4.2. Reductions**

##### **4.2.1. Gross negligence**

SOLIDA and Sympany waive the right to reduce benefits in the event that the insured accident is caused through gross negligence.

If monetary benefits from UVG insurance are reduced or refused altogether because the insured person or the person eligible for benefits caused the accident through gross negligence, then SOLIDA and Sympany will still provide the entire amount of the insurance benefits agreed to in this supplementary insurance.

##### **4.2.2. Multiple insurance**

If there are multiple insurances with licensed companies for treatment costs or daily benefits covering loss of earnings, they will only be compensated once overall, in proportion to the benefits jointly guaranteed by all insurers involved.



#### 4.2.3. Third parties

If the compensation for treatment costs or daily benefits covering loss of earnings is assumed by a liable third party or its insurer, UVG insurance, IV or MV, it will be deducted in its entirety from the benefits provided by Sympany.

#### 4.2.4. Non-accident factors

Benefits for treatment costs, hospital daily benefit and daily benefit will not be reduced if the injury to health is only in part the result of an insured accident. If there are non-accident factors in the accident insurance for death and disability which influence the progression of an insured accident or its consequences, SOLIDA will only be liable for that part of the agreed benefits that is purely due to the accident. This part has to be determined on the basis of a medical assessment. As for the accident insurance for death and disability, non-accident factors which aggravate the progression of the consequences of accidents, such as prior mental or physical sicknesses and afflictions, will already be considered at the time of determining the degree of disability, not only when determining the sum payable for disability.

#### 4.2.5. Breach of obligations in the event of a claim

In the event of a culpable breach of obligations that are incumbent on the insured person, the policyholder or the person eligible for benefits, SOLIDA and Sympany are entitled to reduce the insurance benefit by the amount by which it would have been reduced if the obligation had been complied with (cf. the provisions regarding rights and obligations in the event of a claim, sections 8.1. and 8.2.).

#### 4.3. Precipitation of death by person eligible for benefits

If a person eligible to receive the sum payable at death has precipitated the death of the insured person by committing a crime or offence, he has no claim to the lump sum payable at death. This sum will be paid to the other beneficiaries in line with the provision regarding death (cf. Section 2.5.).

### 5. Commencement and termination of insurance cover

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#### 5.1. Commencement of insurance cover

For the insured individual, insurance cover begins on the day when he starts work at the insured company or should have started work as agreed but was prevented from doing so, at the earliest, however, upon commencement of the contract as specified in the insurance policy. Accidents or consequences of accidents that were already in existence at the start of employment are not insured.

#### 5.2. Termination of insurance cover

Insurance cover will terminate for the insured individual

- upon leaving the insured company (also in case of unemployment or taking out a so-called special agreement insurance), or
- upon the lapse of the insurance policy

### 6. Commencement, duration and termination of insurance contract

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#### 6.1. Commencement of contract

Insurance cover commences on the day agreed in the insurance policy. The insurance contract may be concluded at any time during the calendar year.

#### 6.2. Duration of contract

The insurance contract is concluded for the duration specified in the insurance policy. The minimum contract term is one calendar year. At the end of the agreed contract term, the contract is automatically renewed for one further year, provided the contract has not been cancelled in due time.

#### 6.3. Dissolution of contract

6.3.1. Cancellation to date of expiry  
The insurance contract may be cancelled in writing by both parties to the contract to the end of the calendar year, subject to a period of notice of three months. The earliest possible cancellation date is the expiry date specified in the insurance policy.

#### 6.3.2. Lapse of insurance contract

The insurance contract lapses with immediate effect

- a) if the policyholder ceases his business activities,
- b) if the policyholder's registered office is relocated abroad,
- c) if bankruptcy proceedings are instituted against the policyholder.

#### 6.3.3. Cancellation in the event of premium adjustment

In the event of premium adjustments, the policyholder has the right to cancel the contract in its entirety or only with respect to individual benefits for which premiums have been increased, within 30 days of notification to the day of the adjustments becoming effective.

#### 6.3.4. Waiver of right to cancel in the event of a claim

Sympany and SOLIDA expressly waive their statutory right to cancel the contract in the event of a claim. They reserve the right to cancel the contract with effect from the expiry date of the contract.

### 7. Premiums

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#### 7.1. Calculation of premium

##### 7.1.1. Salary system

The following is decisive for the calculation of the premiums:

- for insurance within the scope of UVG salaries: the salary liable for UVG insurance premiums up to the statutory maximum amount
- for insurance within the scope of surplus salaries: the portion of the salary that exceeds the legal maximum amount according to UVG, up to a maximum salary of CHF 250 000 per person and year
- for insured persons with a fixed annual salary: the earnings agreed to in advance
- for insured persons that have voluntarily joined UVG: the salary agreed to in advance

##### 7.1.2. Head count system

The number of insured persons or working days is decisive for the calculation of the premiums.

## **7.2. Advance premium**

At the beginning of the insurance year, the policyholder must initially pay the advance premium that was provisionally fixed in the insurance policy, and that corresponds to the final premium to the greatest possible extent. If circumstances change considerably, the advance premium can be adjusted for the beginning of the next insurance year.

## **7.3. Premium statement**

After the end of each insurance year or after dissolution of the contract, a premium statement will be prepared based on the definitive salary figures. For this purpose, Sympany will send the policyholder a form along with the request to notify it of the relevant information for the preparation of the premium statement. However, if the difference is less than CHF 20, the parties to the contract will forego any additional payment or refund.

If the policyholder fails to return the declaration for the premium statement to Sympany within 30 days of receipt of the declaration form, Sympany is entitled to set the probable final premium at its own discretion.

Sympany has the right to verify the information provided by the policyholder by inspecting all relevant documents (salary books, vouchers, AHV statements).

## **7.4. Premium payment and due date**

Premiums must be paid in advance for the beginning of a new calendar year. By way of a special agreement, and against a surcharge, they may also be paid on a semi-annual or quarterly basis.

An additional payment resulting from the premium statement must be made within 30 days of Sympany's having requested the amount from the policyholder. Any applicable refund will be paid by Sympany to the policyholder within the same time period, as from the determination of the definitive premium amount.

## **7.5. Reminder and its effects**

If the premium is not paid within 30 days of the expiry date, Sympany will request the policyholder in writing, pointing out the consequences of a delay, to make the payment within 14 days of the reminder having been sent. If the reminder is not heeded, the duty to pay benefits will be suspended as from the expiry of the reminder period.

If Sympany does not demand the outstanding premium within two months of the expiry of the reminder period, it is assumed that Sympany is withdrawing from the contract, waiving payment of the outstanding premium.

If the premium is forcibly collected or subsequently accepted by Sympany, the duty to pay benefits will restart at the time at which the outstanding premium including interest and costs is paid, and provided that the insured person submits a certificate of good health. SOLIDA and Sympany do not have a duty to pay benefits for insurance cases that occur during a period of arrears and after the expiry of a reminder period.

## **7.6. Premium adjustments**

In the event of a change in premium, Sympany can request the adjustment of the contract, with effect from the following insurance year. For this purpose, it must notify the policyholder of the new terms of contract at the latest 30 days before the end of the insurance year.

At the end of the contract, Sympany can adjust the premium rates to the experience of damage. In both cases, the policyholder has the right to cancel the contract to the end of the ongoing insurance year. Furthermore, the provisions regarding cancellation in the event of premium adjustment apply (cf. Section 6.3.3.).

If the policyholder does not effect a cancellation, this is considered as an approval of the contract adjustment.

## **7.7. Profit participation**

If the insurance has been taken out with profit participation, the policyholder will receive the portion mentioned in the insurance policy of any profit made, after three full insurance years in each case (accounting period).

The profit will be determined by subtracting the insurance benefits paid from the decisive premium share collected in the accounting period.

An account will be issued as soon as the premiums related to the accounting period have been paid and the corresponding claims have been completed. Any possible losses will not be carried forward to the next accounting period.

If the contract did not have uninterrupted effectiveness during the agreed accounting period, it will be extended accordingly.

The right to profit participation lapses if the contract is dissolved before the end of an accounting period.

## **8. Rights and obligations in the event of a claim**

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### **8.1. Notification of damage**

Each insurance case that is expected to result in a claim for insurance benefits must be reported to Sympany immediately after the occurrence of the event. On application, Sympany will grant a cost guarantee within the scope of the insured benefits upon admittance of the insured person to a hospital or sanatorium. In this case, the report must be made before admittance to the hospital or sanatorium.

In the event of death, Sympany must be notified in writing within 72 hours.

### **8.2. Obligations of the insured person, policyholder or person eligible for benefits**

The insured person, policyholder or person eligible for benefits is obliged to do everything that can serve the clarification of the accident and its consequences. In particular, the insured person must absolve the doctors who are or were treating him from the professional duty of confidentiality with respect to SOLIDA and Sympany.

Culpable breaches of obligations will result in reductions of the insured benefits for the insured person, policyholder or person eligible for benefits, pursuant to the provision regarding breach of obligations in the event of a claim (cf. Section 4.2.5.).

### **8.3. Due date and payment of benefits**

Claims arising from the insurance contract are due at the end of four weeks, calculated from the time at which Sympany received information, documentation and medical certificates which allow Sympany to verify the correctness and scope of the claims. Treatment costs are generally paid to the insured person, but may also be paid directly to the invoicing party (doctors, hospitals, sanatoriums, etc.). With the exception of the lump sum payable at death pursuant to the provisions regarding death (cf. Section 2.5.), only the insured person is eligible for benefits. The provisions regarding payment to the insured person and the policyholder are reserved (cf. sections 8.3.1. and 8.3.2.).

The provisions regarding payment to the insured person and the policyholder are based on the Swiss federal law on direct tax (DBG) dated 14 December 1990, articles 83 et seq., as well as the different cantonal tax laws.

**8.3.1. Payment to the insured person**  
If daily benefits subject to withholding tax are paid directly to the insured person, they will be reduced by the owed tax deduction at the source.

**8.3.2. Payment to the policyholder**  
Daily benefits subject to withholding tax may be remitted to the policyholder without deductions.

The policyholder is liable for all damage that might accrue to Sympany from an inadequate fulfilment of this obligation, particularly the timely remittance of withholding tax.

### **8.4. Right of recovery**

If Sympany provides treatment costs or daily benefits in the place of a liable third party, the insured person must transfer to Sympany his claims to the extent of the duty to pay benefits.

## **9. Final provisions**

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### **9.1. Settlement**

SOLIDA and Sympany have the right to settle due insurance benefits against amounts owed by the policyholder.

### **9.2. Assignment and pledging**

The claims for the insured benefits cannot be assigned nor pledged before their final determination without the express written approval of SOLIDA and Sympany.

### **9.3. Notifications**

All notifications must be sent to Sympany Insurance Ltd., Spiegelgasse 12, 4001 Basel. All notifications by Sympany or SOLIDA are legally valid when provided to the address in Switzerland last furnished by the policyholder.

### **9.4. Jurisdiction**

SOLIDA and Sympany recognise the location of their head office or the Swiss domicile of the policyholder or of the person eligible for benefits as the court of jurisdiction.

This text is a translation. In the case of discrepancies the German version shall prevail.

**Information and contact**

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