



**Supplementary accident insurance VVG
General insurance conditions (GIC)**

2014 edition

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Supplementary accident insurance VVG

1 Basis of insurance

1.1 Scope of insurance

Sympany shall provide insurance cover for the economic consequences of accidents and occupational illnesses within the scope of the benefits agreed in the insurance policy.

1.2 Insurance carrier

The insurance carrier is Sympany Versicherungen AG, Basel (hereinafter «Sympany»).

1.3 Policyholder

The policyholder is the legal entity or natural person that concludes the insurance contract.

1.4 Insurance contract

The insurance policy, the Special conditions (SC) contained in the contract and these General insurance conditions (GIC) form the basis of the insurance contract.

The contract is subject to the Federal Act on Insurance Contracts (Bundesgesetz über den Versicherungsvertrag, VVG).

1.5 Insured accidents and occupational illnesses

The insurance covers occupational and non-occupational accidents, including occupational illnesses, which occur or are caused during the contractual period of this supplementary insurance and which qualify for compensation under the Federal Act on Accident Insurance (Bundesgesetz über die Unfallversicherung, UVG).

The insurance also covers accidents during Swiss military service or during other activities covered by Swiss military insurance. Accidents of this sort are regarded as non-occupational accidents as defined by the UVG.

1.6 Geographical scope

The insurance applies worldwide.

2 Commencement, term and termination of insurance contract

2.1 Commencement of insurance contract

The insurance cover shall commence on the date agreed in the insurance policy.

2.2 Term of insurance

The insurance contract shall be concluded for the term stipulated in the insurance policy. The minimum contractual term is one calendar year. Once the agreed contractual term has expired, the contract shall be renewed automatically for a further year provided it has not been terminated in advance subject to the stipulated notice period.

2.3 Termination of insurance contract

2.3.1 Termination on expiry

The insurance contract may be terminated by either contractual party with written notice of three months to the end of a calendar year. The insurance contract may not be terminated for the first time until the expiry date stipulated in the insurance policy.

2.3.2 Lapse of insurance contract

The insurance contract shall lapse with immediate effect in the following cases;

- a) If the policyholder gives up their business activities;
- b) If the policyholder moves their head office abroad;
- c) If bankruptcy proceedings are instigated against the policyholder.

2.3.3 Termination on premium adjustment

In case of premium adjustments, the policyholder has the right to terminate the contract in its entirety, or only in respect of individual benefits for which premiums have been increased, within 30 days of notification of such increases and as of the effective date thereof.

2.3.4 Waiver of termination in case of entitlement to benefits

Sympany shall expressly waive its legal right to terminate the contract in the event of entitlement to benefits without prejudice to termination on expiry of the contract.

3 Group of insured persons

3.1 Employees

The insured persons are those persons or groups of persons listed in the insurance policy for whom compulsory insurance as per the UVG is in place.

3.2 Persons with fixed annual salary amount

Owners of sole proprietorships or associates of partnerships are insured only insofar as they are mentioned in the insurance policy by name and with a fixed salary amount, and insofar as compulsory insurance as per the UVG is in place. Family members working at the company shall be deemed equivalent to the said persons.

The standard salary for the location and industry shall constitute the upper limit for the insurance.

3.3 Non-insured persons

The following are excluded from the insurance:

- a) Staff loaned to the policyholder by third-party companies;
- b) Persons who work for the insured company on the basis of a contractual relationship between principal and agent.

4 Insurance options

4.1 Salary system

4.1.1 Salary system

The insurance may be concluded on the basis of the salary system, whereby premiums and pecuniary benefits are calculated according to the insured earnings.

4.1.2 UVG salary

Benefits are quantified on the basis of the salary declared to Sympany. The UVG salary shall be deemed to be the insured earnings as per UVG, up to the maximum amount stipulated by law.

4.1.3 Surplus salary

The surplus salary shall be deemed to be that part of the salary which exceeds the maximum UVG amount. The maximum surplus salary that can be insured per person and year is calculated as the difference between CHF 300,000 and the salary corresponding to the maximum UVG amount. For insured persons who have joined the UVG insurance voluntarily, the salary

agreed with Sympany in advance provides the calculation basis for determining the insurance benefits. If a fixed annual salary is agreed, it shall be deemed to constitute the insured earnings.

4.1.4 Multiple employers

If the insured person worked simultaneously for more than one employer prior to the accident, only the earnings received from the policyholder shall be applicable.

4.2 Headcount system

The insurance may be concluded according to the headcount system, with fixed premiums which are calculated according to the number of insured persons or working days.

5 Commencement, term and termination of insurance cover

5.1 Commencement of insurance cover

For the individual insured person, insurance cover shall commence on the day when the said person commences work in the insured company, or when it was agreed that the said person should have commenced work. In all cases, however, insurance cover shall commence at the moment when the insured person starts their journey to work, but not before the contract commencement date and time stipulated in the insurance policy. Accidents or consequences thereof which were already in existence on commencement of work shall not be insured.

5.2 End of insurance cover

For each individual insured person, insurance cover shall lapse subject to the following:

- When the said person leaves the insured company (including cases of unemployment or conclusion of «extended insurance» where applicable);
- When the insurance policy lapses.

6 Benefits

6.1 Benefit prerequisites

The insurance covers the benefits agreed in the insurance policy. Unless agreed otherwise, the benefit prerequisites and the provisions of the UVG, the Federal Act on Military Insurance (Bundesgesetz über die Militärversicherung, MVG) and the Federal Act on the General Part of Social Insurance Law (Bundesgesetz über den Allgemeinen Teil des Sozialversicherungsrechts, ATSG) as they are applied in practice, shall apply mutatis mutandis. Entitlements from compulsory accident insurance are prerequisites for benefits from UVG supplementary insurance.

Overview of supplementary accident insurance benefits

Supplementary accident insurance (compensation if insured)		
Daily allowance The agreed daily allowance in proportion to the degree of incapacity to work Medical expenses Hospital stay in the agreed class of hospital	Lump-sum disability benefit The agreed sum insured for what is likely to be the definitive level of integrity allowance Disability pension Max. 80% of the insured surplus salary Together with the pension under Disability Insurance (Invalidenversicherung, IV), max. 90%	Lump-sum death benefit The agreed lump sum Survivors' pension Max. 80% of the insured surplus salary Together with the pension under Old Age and Survivors Insurance (Alters- und Hinterlassenenversicherung, AHV), max. 90%
Special risk Coverage for reduction or denial of benefits by UVG accident insurance		
UVG accident insurance (UVG compensation)		
Daily allowance 80% of the insured salary as of the third day after the accident Medical expenses As per UVG	Disability pension Max. 80% of the insured salary Together with the IV pension, max. 90% Integrity allowance As per UVG Helplessness allowance As per UVG	Survivors' pension Widow/widower 40% Half orphan 15% Full orphan 25% Total max. 70% of the insured salary Together with the AHV pension, max. 90%
Temporary incapacity to work	Permanent occupational disability	In the event of death

The above list is a summary. The benefit conditions outlined in the relevant articles of these General Insurance Conditions (GIC) shall apply.

6.2 Medical expenses

6.2.1 Insured medical expenses

In addition to the benefits as per the UVG, Sympany shall pay expenses as follows:

- Medical and medically prescribed therapeutic measures;
- Stay in a hospital in the agreed hospital class;
- Stay in a rehabilitation clinic;
- Home care for a maximum of 90 days if care is provided by qualified specialist staff;
- Material damage, repair or replacement (new replacement value) for damage to items replacing a part of the body or bodily function;
- Travel and transportation expenses where medically unavoidable;
- Search, rescue and recovery operations up to a maximum of CHF 20,000.

6.2.2 Benefits from third parties

If benefits from the compulsory accident insurer or Swiss military insurance (Militärversicherung, MV) are due to the insured person, or if a liable third party must pay such benefits, Sympany shall supplement these benefits up to the amount of the medical expenses incurred (indemnity insurance).

6.2.3 Amount and duration of benefits

Sympany shall pay medical costs within five years of the date of the accident.

6.3 Daily hospital allowance

For the duration of a medically prescribed stay in a hospital or rehabilitation facility, Sympany shall pay the agreed daily hospital allowance (in addition to any daily allowance that may be insured and in addition to the medical expenses), subject to a maximum period of 730 days within five years of the date of the accident.

Benefits from other insurers and liable third parties are not offset (fixed-sum insurance).

6.4 Daily allowance

6.4.1 Duration of benefits

For each accident, Sympany shall pay the agreed daily allowance for each calendar day, in proportion to the degree of incapacity to work, subject to a maximum period of 730 days within five years of the date of the accident.

The entitlement to the daily allowance shall obtain for as long as provision is made for a similar entitlement according to the UVG.

In all cases, the entitlement to the daily allowance shall lapse when the recipient regains full capacity to work, on payment of a lump-sum disability benefit or disability pension, or on the death of the insured person.

6.4.2 Entitlement and waiting period

Payment of the daily allowance shall commence on the first day of the incapacity to work as attested by a medical certificate, but no earlier than three days before the first medical treatment. No compensation shall be paid for the actual day of the accident and the agreed waiting period. For the purpose of determining the waiting period, days with full or partial incapacity to work shall be counted as complete days. The waiting period shall be offset against the maximum benefit period of 730 days within five years.

In the event of partial incapacity to work, the amount of the daily allowance shall be based on the degree of incapacity to work; payment of the daily allowance shall be conditional on a minimum degree of incapacity to work of 25 percent. Benefits from other insurers and liable third parties shall be offset (indemnity insurance).

6.4.3 Maintenance expenses during periods spent in sanatoriums

The deduction of maintenance costs from the daily allowance by the UVG insurance during a stay in a sanatorium shall be compensated by this daily allowance insurance.

6.5 Lump-sum disability benefit

6.5.1 Lump-sum disability benefit

If an occupational disability which is likely to be permanent occurs within five years as a consequence of the accident, Sympany shall pay the lump-sum disability benefit; this shall be determined on the basis of what is likely to be the definitive level of integrity allowance as per the UVG or the MVG for the agreed sum insured and the selected benefit variant.

The basis for quantifying the benefit is the legally valid ruling by the UVG insurer.

The insured person is the sole party entitled to the lump-sum disability benefit.

Any changes to the level of integrity allowance after it has been determined in this way, i.e. also including relapses and later complications, shall be disregarded. Benefits from other insurers and liable third parties shall not be offset (fixed-sum insurance).

6.5.2 Determination of lump-sum disability benefit

The following percentages of the agreed sum insured govern the disability benefits:

Degree of disability as per IV in %	Variant with progression		Degree of disability as per IV in %	Variant with progression	
	225 %	350 %		225 %	350 %
1-25	Proportional to degree of disability as per IV		63	114 %	165 %
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 %

6.5.3 Payment as pension

If, when the entitlement to a lump-sum disability benefit arises, the insured person has reached or passed the age of 65, the insured benefit for permanent disability as defined in

the foregoing provisions may be paid in the form of a lifelong pension, at the request of the insured person. The pension is determined definitively.

6.6 Disability pension

6.6.1 Disability pension

If an occupational disability which is likely to be permanent occurs within five years as a consequence of the accident, Sympany shall pay the disability pension which is determined on the basis of the insured surplus salary and the degree of occupational disability.

The basis for quantifying the benefit and its duration is the legally valid ruling by the UVG insurer.

6.6.2 Survivors' pension

If the insured person dies within five years due to the consequences of an accident, Sympany shall pay the survivor's pension which is determined on the basis of the insured surplus salary.

The basis for quantifying the benefit and its duration is the legally valid ruling by the UVG insurer.

6.6.3 Benefits from third parties

In accordance with the provisions of the UVG, Sympany shall pay benefits up to a level of 90 percent of the insured surplus salary, subject to a maximum equivalent to the agreed pension.

6.7 Lump-sum death benefit

If the insured person dies within five years due to the consequences of an accident, Sympany shall pay the sum insured in the event of death less any disability compensation already paid in respect of the same accident.

If the accident victim is less than 16 or more than 65 years old, the maximum sum payable on death shall be CHF 20,000.

By way of amendment to the following stipulation, the insured may give written notice to Sympany in order to designate or exclude beneficiaries.

The following parties are entitled to claim, in the order of precedence shown below:

- Spouse or registered partner
- Children, stepchildren or adopted children, in equal parts
- Parents, in equal parts
- Siblings

If none of the entitled claimants are available, in the event of death Sympany shall only pay the burial costs up to a maximum of 10 percent of the sum insured, subject to a maximum of CHF 10,000.

Survivors of the insured person who have an entitlement to claim shall also receive the benefits if they renounce the inheritance.

6.8 Special risk

If the special risk is included in the insurance cover, the reductions and denials of benefit implemented in respect of insurance as per the UVG and the MVG for accidents attributable to gross negligence or hazardous actions shall be compensated (except in cases where the accident is brought about intentionally).

If pension benefits as per the UVG or the MVG are taken on, Sympany reserves the right to meet the pension obligations

in the form of a lump-sum settlement. The insurer is entitled to this right to implement a lump-sum settlement both on commencement of payment of the pension and during the term of the pension. The lump sum is calculated in accordance with the guidelines of the Swiss National Accident Insurance Fund (SUVA); pensions are capitalised at year's end.

7 Benefit payment

7.1 Denial and reduction of benefits

The denial and reduction of benefits shall be governed by the provisions of the UVG together with the exclusions and reductions stated in clauses 7.2 and 7.3.1 to 7.3.3.

7.2 Exclusions

In addition, the following accidents are excluded from the insurance:

- a) Accidents due to war, civil war and/or warlike conditions:
 - In Switzerland, in the Principality of Liechtenstein and/or in neighbouring states;
 - Abroad, unless the accident occurs within a period of 14 days after the first occurrence of such events in the country where the insured person is present, and if the insured person was taken unawares by the outbreak of warlike events in that country;
- b) Accidents due to earthquakes in Switzerland and in the Principality of Liechtenstein;
- c) Accidents due to the effect of ionising radiation and damage caused by nuclear energy.

7.3 Reductions

7.3.1 Gross negligence

Sympany waives the right to reduce the benefits insured under this supplementary insurance in cases where the accident is caused by gross negligence.

7.3.2 Multiple insurances

If multiple insurance covers are in place with other insurance companies for medical expenses or daily allowances to cover loss of earnings, the relevant amounts shall only be paid once in total, and such payment shall be in proportion to the benefits guaranteed by all the participating insurers together.

7.3.3 Benefits from third parties

If compensation for medical expenses, a disability pension or a daily allowance are paid by liable third parties or their insurers, the UVG insurer, IV, MV or other private insurers, such compensation shall be deducted in full from Sympany's benefits.

7.4 Due dates and payment of insurance benefits

7.4.1 Due dates

Claims arising from the insurance contract shall be due when four weeks have elapsed from the point in time when Sympany received information, documentation and medical certificates enabling it to ascertain the correctness and scope of the entitlements. Payments for medical expenses are usually made to the insured person, but they may also be made directly to the billing party (physicians, hospitals, treatment facilities, etc). Except for the sum insured in the event of death (which is governed by the provisions on death, cf. clause 6.7), the party entitled to claim is the insured person. The foregoing is without prejudice to the provisions regarding payments to the insured person and to the policyholder, as per clauses 7.4.2 and 7.4.3.

7.4.2 Payment to insured persons

If daily allowance benefits liable for withholding tax are paid directly to the insured person, they shall be reduced by deducting the due tax at source.

7.4.3 Payment to policyholders

Daily allowance benefits liable for withholding tax may be transferred to the policyholder without reductions. The policyholder shall be liable for all losses incurred by Sympany due to inadequate performance of this obligation, especially as regards paying over the withholding tax in a prompt manner.

7.5 Right of recourse

If Sympany pays medical expenses or daily allowance benefits instead of a liable third party, the insured person must assign their entitlements to Sympany to the extent of the benefit obligation.

8 Duties to cooperate

8.1 Duties in case of entitlement to benefits

If an event is likely to lead to insurance benefits, the following shall apply:

- a) The insured person or the policyholder must notify Sympany of this fact immediately, using the form provided. A death must be notified within five days. At the same time as the notification, the medical certificate stating the degree and duration of the incapacity to work must be submitted to Sympany. If notification is delayed without adequate reasons, Sympany shall grant benefits only from the point in time when the notification is received. Any reduction in the degree of incapacity to work must be notified to Sympany immediately. If the incapacity to work lasts longer than one month, the insured person is obliged to submit a medical certificate of incapacity to work every four weeks.
- b) Professional medical treatment must be arranged as soon as possible. The physician's instructions must be followed.
- c) At Sympany's request, the insured person must undergo examinations by doctors engaged by Sympany. Sympany shall pay the costs of any such examinations.
- d) The insured person is obliged to notify the relevant office of any as yet unclarified entitlements to benefits under the terms of the UVG, the Federal Act on Disability Insurance (Bundesgesetz über die Invalidenversicherung, IVG) or the Federal Act on Compensation for Loss of Income (Bundesgesetz über den Erwerbssersatz für Dienstleistende und bei Mutterschaft, EOG).
- e) On request, Sympany shall issue a commitment to provide cover to the extent of the insured benefits when the insured person is admitted to a hospital or a rehabilitation clinic. In this case, the request for a confirmation of cover must be submitted before admission to the hospital or rehabilitation clinic.

8.2 Loss mitigation

The insured person must take all measures that could help to diminish benefits.

The insured person shall be obliged to report a likely claim for benefits to the IV (pension, retraining, occupational measures). If the insured person refuses to report the claim to the IV after being requested to do so by Sympany, daily allowance benefits may be temporarily suspended.

8.3 Duty to provide information

In all cases where a claim for benefits is asserted against Sympany, the insured person or the policyholder shall provide Sympany with all information as required in order to assess the benefit obligation, the benefit amount of the benefit duration.

The insured person shall release the physicians and other medical staff treating them from the confidentiality obligation in respect of Sympany. As necessary, Sympany may obtain information from other insurance carriers.

Without being requested to do so, the insured person and the policyholder shall issue information to Sympany regarding all benefits from third parties in connection with illness, accidents and disability. Financial statements from third parties must be submitted to Sympany on request.

The policyholder must enforce the duty to provide information that is incumbent upon the insured person.

In all cases, Sympany may review the incapacity to work and the uninsured loss of earnings, and may institute suitable monitoring measures where appropriate.

8.4 Violation of duties to cooperate

Insurance benefits shall be temporarily or permanently reduced, or, in serious cases, refused, in the event of the following:

- a) If the insured person or the policyholder inexcusably violates the obligations arising from these GIC;
- b) If the insured person repeatedly and seriously contravenes rulings by Sympany or instructions from the physician;
- c) If the documentation needed to determine the insurance claim is not, despite a written reminder, submitted within four weeks.

9 Premium

9.1 Calculation of premium

9.1.1 Salary system

The calculation of premiums is governed as follows:

- For insurance within the scope of UVG salaries: by the salary subject to premiums for UVG insurance, up to the statutory maximum
- For insurance within the scope of surplus salaries: by the salary in excess of the statutory maximum as per the UVG, up to a maximum salary of CHF 300,000 per person, per year
- For insured persons with a fixed annual salary: by the insured earnings agreed in advance
- For insured persons who have joined UVG insurance voluntarily: by the salary agreed in advance

9.1.2 Headcount system

The calculation of premiums is governed by the number of insured persons or working days.

9.2 Advance premium

Sympany shall issue an invoice for payment in advance to the policyholder.

The premiums are due from the policyholder in advance, and must be paid at the due time and date stated in the insurance policy.

9.3 Premium invoice

At the end of each insurance year or after cancellation of the contract, the premium invoice is drawn up according to the definitive salary basis. For this purpose, Sympany shall send the policyholder a form on which the latter is requested to disclose the relevant information in order to draw up the premium invoice. If, however, the supplementary premium or the premium refund amounts to less than CHF 20, the contracting parties shall waive the retroactive payment or refund.

If the policyholder fails to return the declaration for the premium invoice to Sympany within 30 days of receipt of the declaration form, Sympany shall be entitled to set the presumed effective premium at its own discretion.

Sympany has the right to verify information from the policyholder by inspecting all relevant documents (payroll accounts, receipts, AHV statements).

9.4 Payment of premium and due dates

The premiums must be paid in advance at the start of each new calendar year. By special agreement, and for an additional charge, they may also be paid on a half-yearly or quarterly basis.

Any supplementary premium resulting from the calculation of the premium invoice must be paid within 30 days of Sympany's request for the policyholder to pay the relevant amount. Sympany shall arrange for the policyholder to receive any premium refund that may be due within the same period effective from determination of the definitive amount of the premium.

9.5 Reminders and consequences thereof

If the premium remains unpaid after a prior written reminder, Sympany shall set an additional grace period of 14 days. If the reminder produces no result, the insurance cover shall be suspended (break in cover).

On full payment of the outstanding premiums including interest and expenses, the insurance contract may be brought back into force. No retroactive insurance cover is provided for the period of the break in cover.

The insurance contract shall lapse after two months from the end of the additional grace period unless Sympany initiates legal proceedings to collect the outstanding premium.

9.6 Adjustments to premium tariff

Adjustments to the premium tariff shall be notified to the policyholder no later than 30 days prior to the end of a calendar year. The policyholder has the right to terminate the insurance contract as of the time and date when such adjustments would become effective. Absence of notice to terminate shall be deemed to be consent.

10 Final provisions

10.1 Assignment and pledging

Without Sympany's explicit agreement, entitlements to insured benefits may neither be assigned nor pledged before they are definitively determined.

10.2 Limitation

The policyholder's entitlement to benefits from Sympany shall lapse two years after the occurrence of the factual

circumstance which constitutes the reason for Sympany's benefit obligation.

10.3 Notifications

All notifications must be sent to Sympany Versicherungen AG, Peter Merian-Weg 4, 4002 Basel. All notifications from Sympany shall be served with legal validity at the last address in Switzerland stated by the policyholder.

10.4 Place of jurisdiction

As the place of jurisdiction, Sympany recognises its own registered office or the Swiss domicile of the policyholder or claimant.

