

Leaflet about obligatory accident insurance in accordance with the Swiss Federal Law on Accident Insurance (AIL)

2019 version

1 Legal basis

The insurance is based on the provisions set out in the Swiss Federal Law on Accident Insurance dated 20 March 1981 and its regulations.

2 Insurer

Sympany Versicherungen AG, Basel

3 Insured persons

All employees working in Switzerland, including people working at home, apprentices, interns, volunteers, and those working in training workshops and facilities for the disabled must be insured.

Self-employed people can voluntarily insure themselves and their family members not covered by obligatory insurance.

4 Insurance cover

The insurance cover begins on the day on which the working relationship begins or on which the first entitlement to pay arises, but in any case no later than the time at which the insured person sets out for work.

The insurance cover ends 31 days after the date on which entitlement to at least half the salary expires. Daily allowances from other insurers is also considered as a salary to the extent that this replaces the continuation of salary payments.

Extension of non-occupational accident insurance by up to six months is possible by agreement before the insurance cover expires. The insurance cover shall be suspended if the insured person is subject to military insurance or compulsory accident insurance abroad.

5 Subject matter of the insurance

The insurance benefits are rendered in the event of occupational accidents, non-occupational accidents and occupational illnesses.

Part-time employees are not insured for non-occupational accidents if their weekly working time for an employer amounts to less than eight hours. For these people, accidents on the way to and from work count as occupational accidents.

6 Care services and reimbursement of costs

The insured person is entitled to

- the appropriate outpatient treatment by doctors, dentists, chiropractors, prescribed drugs, inpatient treatment in the general ward of a hospital, prescribed follow-up and spa treatments as well as materials and objects conducive to healing. In the case of medically necessary treatment abroad, a maximum of twice the amount of the costs that would have been incurred in Switzerland will be reimbursed;
- medical care at home prescribed by a medical practitioner;
- aids that compensate for physical injuries or functional deficiencies;
- cover for damage caused by the accident to objects that replace a body part or a body function. A claim for replacement of glasses, hearing aids and dentures can only be made if there is a physical injury requiring treatment;
- reimbursement of the necessary rescue and recovery costs and medically necessary transport and travel costs. Costs incurred abroad will be reimbursed up to a maximum of CHF 29'640;
- reimbursement of the necessary costs for transporting the body to the place of burial. Costs incurred abroad will be reimbursed up to a maximum of CHF 29'640;
- reimbursement of funeral expenses up to a maximum of CHF 2'842.

7 Cash payments

7.1 Insured earnings

The last salary earned before the accident applies when calculating the daily allowances. When calculating the pension, the salary earned within one year of the accident applies, up to a maximum amount of CHF 148'200 per year or CHF 406 per day.

7.2 Daily allowance

The daily allowance amounts to 80% of the insured earnings for full inability to work and is reduced appropriately in the case of partial inability to work.

The claim begins on the third day after the accident and applies for each calendar day.

7.3 Disability benefit

Disability benefit amounts to 80% of the insured earnings for full disability and is reduced appropriately for partial disability.

7.4 Impairment compensation

Impairment compensation amounts to a maximum of CHF 148'200 and is determined according to the severity of the impairment.

7.5 Helplessness allowance

Monthly helplessness allowance amounts to a maximum of CHF 2'436 and is determined according to the severity of helplessness.

7.6 Survivors' benefit

Survivors' benefit amounts to 40% of the insured salary for widows and widowers, 15% for half orphans, 25% for full orphans, 20% for divorced spouses up to a maximum of the maintenance contribution owed.

This benefit is uniformly reduced if it amounts to more than 70% for the surviving spouse and children or more than 90% including benefit for the divorced spouse.

8 Reduction of insurance benefits

Insurance benefits can be reduced or refused if the damage to health is only partially a result of the accident, if the damage to health or death was brought about deliberately or through gross negligence or exposure to exceptional dangers or risks.

9 Procedure in the event of an accident

The person involved in the accident must report the accident immediately to their employer or to Sympany. In the case of death, the survivors entitled to benefits are obliged to report the accident.

The employer shall immediately inform Sympany of each accident involving insured persons in their company as soon as it is made aware of the accident.

10 Failure to report an accident

Insurance benefits can be reduced or refused if the insured person or their survivors unjustifiably fail to report the accident or deliberately give a false report of an accident.

Should the employer unjustifiably fail to report the accident, Sympany can make the employer liable for the resulting associated costs.

11 Accident prevention

The law and the regulations contain provisions for the prevention of occupational accidents and illnesses.

The employer is obliged to take all of the necessary and appropriate measures to prevent occupational accidents and illnesses.

The insured persons are obliged to support the employer in the implementation of these measures. In particular, they must use personal protective equipment and use safety equipment correctly. Employees must not remove or modify this equipment without the permission of the employer.

12 Premiums

The premiums for occupational accident and illness insurance cover shall be borne by the employer; employees are liable for premiums for non-occupational accident insurance. Deviating agreements in favour of the employee remain reserved.

The employer is liable for the entire premium amount. The employer shall deduct the employee's contribution from their salary.