

2022 edition



Supplementary insurance

Special Terms and Conditions (STC)
capita accident

Risk capital in the event of death or invalidity
caused by an accident

Special terms and conditions (STC) capita accident (risk capital in the event of death or invalidity caused by an accident) under the Federal Insurance Contract Act (ICA)

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capita accident

1 Insurance fundamentals

1.1 Insurance provider

The insurance carrier is Sympany Versicherungen AG, Basel (hereinafter referred to as the “insurer”).

1.2 General Terms and Conditions of Insurance (GTC)

The General Terms and Conditions of Insurance of Sympany Versicherungen AG are an integral component of the provisions on risk capital in the event of death or disability as a result of an accident. In the event of conflicting provisions, the Special Conditions of risk capital in the event of death or disability insurance shall take precedence over the General Terms and Conditions of Insurance.

2 Scope of cover

The insurance covers all occupational and non-occupational accidents, including occupational illnesses if at the time of their occurrence they are eligible for compensation by virtue of the Federal Law on Accident Insurance (UVG, articles 6–9).

The term “accident” denotes the sudden, unintended harmful influence of an unusual external factor on the human body. Hereinafter, in addition to those listed in the General Terms and Conditions of Insurance of Sympany Versicherungen AG, the following list of physical injuries shall count as accidents:

- damage to health caused by the involuntary aspiration of gases and vapours and by the inadvertent ingestion of toxic and corrosive substances,
- drowning,
- the following health damage insofar as the insured person suffers it involuntarily and it is caused by an insured accidental event: freezing, heatstroke, sunstroke and health damage caused by ultraviolet radiation (except sunburn).

3 Conclusion

3.1 Insured person

Cover applies to individuals who have announced the intention of concluding accident insurance in accordance with the present GTC.

3.2 Maximum age at inception

The insurance is open to anybody below the age of 65.

3.3 Requirement

The insurance can only be held or concluded together with at least one of the following insurance departments:

- **plus, premium, general supplement, private supplement, hospita, salto**

4 Commencement and duration of the insurance

4.1 General

The commencement and duration of the insurance are based on the General Terms and Conditions of Insurance.

An accident and its consequences are insured only if the accident occurred during the insurance period.

4.2 Amendments to the insurance

The insured sum can be increased by policyholders below the age of 65.

5 Termination of insurance

5.1 Principle

The General Terms and Conditions of Insurance of Sympany Versicherungen AG with regard to the termination of the insurance shall apply.

6 Geographical validity

Insurance cover is valid throughout the world. In the event of removal to a foreign country the continuation of the insurance is subject to the **mondial** provisions.

7 Sums insured

7.1 Insurance variants

The sums insured are stated in the insurance policy.

7.2 Maximum sums for aviation accidents

The insurer’s maximum guarantee for a single individual under all the accident insurance policies in force with it is subject to the following limit for an aviation accident:

In the event of death: up to CHF 500,000

In the event of total invalidity: CHF 1,000,000 (reduced proportionally for partial invalidity)

7.3 Maximum insurable sums

7.3.1 Maximum sums for children

The maximum sums insured on the death of children are as follows:

Up to the age of three CHF 2,500

Up to the age of 15 CHF 20,000

Benefits on the death of children under this and all other insurance policies may not exceed the following sums:

Children who have not yet reached the age of two years and six months CHF 2,500

Children who have not yet reached the age of twelve CHF 20,000

7.3.2 Maximum sums above the age of 65
The following maximum sums apply with effect from 1 January of the calendar year following the insured person's 65th birthday:

On death: CHF 20,000

On invalidity: CHF 60,000

Any existing higher sums insured are accordingly reduced on that date.

7.3.3 Insured invalidity sum after retirement
Progression in invalidity insurance lapses from 1 January of the calendar year following the insured person's 65th birthday. The percentage compensation corresponds to the degree of invalidity.

8 Death benefit

8.1 Beneficiaries

Where the death of the insured person can be shown to be due to an accident, either immediately or within five years of the date of its occurrence, insured death benefit is payable by the insurer to the survivors specified below whose ranking and entitlement are as follows:

- a) The entire death benefit:
 - to the surviving spouse,
 - in the absence of such a surviving spouse: children,
 - adopted children and stepchildren in equal parts,
 - in their absence: parents in equal parts, or the surviving parent,
 - in their absence: brothers and sisters, provided that they were not yet 25 years old at the time of the accident.

The existence of a higher-ranking person or group of persons excludes all lower-ranking persons and groups of persons.

Spouses and children of a marriage concluded after the accident are not entitled to death benefits.

- b) The insured person may designate beneficiaries or exclude entitled persons by way of deviation from the preceding regulations by informing the insurer in writing. The insured

person may amend or revoke such a declaration at any time by informing the insurer in writing.

- c) If no beneficiaries as per paragraphs a and b exist, the insurer makes the following contribution to the costs of burial:

10% of the death benefit, to a maximum of CHF 10,000

8.2 Imputation of the invalidity benefit

The death benefit is reduced by any invalidity benefit already paid out in respect of the same accident.

9 Invalidity benefit

9.1 Principle

If the accident results in the invalidity of an insured person that is likely to be permanent, the insurer pays the agreed invalidity benefit: total invalidity – the full sum insured, partial invalidity – a proportion of the sum insured corresponding to the degree of invalidity. The degree of invalidity is determined definitively on the basis of the condition (deemed likely to be permanent) of the insured person, but in any case within five years of the accident. In this case the current degree of invalidity is determined at the time the decision is taken. Any changes in the degree of invalidity after the latter is determined, i.e. relapses or subsequent consequences, will not be compensated.

Any loss of income or incapacity caused by the event is not taken into account when determining the degree of invalidity. Only the insured person is entitled to invalidity benefit.

9.2 Total invalidity

Total invalidity means:

- the loss of, or of the use of, both arms or hands,
- the loss of, or of the use of, both legs or feet or the simultaneous loss of one arm or hand and one leg or foot,
- total paralysis,
- total blindness.

9.3 Partial invalidity

The benefit paid in the event of partial invalidity is the proportion of the total sum insured corresponding to the degree of invalidity. The calculation is based on the following percentages:

Loss of or complete loss of the use of	Percentage
Arm above the elbow	70%
Arm below the elbow	65%

Hand	60%
Thumb and metacarpal joint	25%
Thumb, metacarpal joint undamaged	22%
Tip of the thumb	10%
Index finger	15%
Middle finger	10%
Ring finger	9%
Little finger	7%
Leg above the knee	60%
Leg below the knee	50%
Foot	45%
One big toe	8%
Other toes, each	3%
Sight of one eye	30%
Sight of the other eye	50%
Hearing of both ears	60%
Hearing of one ear	15%
Hearing of one ear if that of the other had already been entirely lost before the insured event occurred	30%
Sense of smell	10%
Sense of taste	10%
One kidney	20%
Spleen	5%
Grave, extremely painful functional restriction of the spinal column	50%

In the event of partial loss, or partial loss of use, a correspondingly reduced degree of invalidity applies.

For cases which are not listed here, the degree of invalidity shall be determined in accordance with the same guidelines as for determining damage of integrity pursuant to the Federal Law on Accident Insurance (UVG) or the Ordinance on Accident Insurance (UVV). In this case, the tables published by the Swiss National Accident Insurance Fund (Suva) on compensation for damage to integrity in accordance with the Federal Law on Accident Insurance apply.

In the event of simultaneous loss or simultaneous loss of use of several parts of the body caused by the same accident, the degree of invalidity is

generally determined by adding the percentages together. It can never exceed 100%, however. The benefit payable on the loss of all the fingers on one hand is limited to the benefit that applies to the loss of the hand itself.

9.4 Severe disfigurement

For severe, permanent disfigurement of the human body caused by an accident (cosmetic damage, e.g. scarring) for which no invalidity benefit is payable but that creates a more difficult social position for the insured person, the insurer shall pay the following proportions of the agreed invalidity benefit up to a maximum of:

- 10% of the insured sum agreed in the policy for disfigurement of the face, and/or
- 5% for disfigurement of other parts of the body that are normally visible.

The benefits for aesthetic damages are limited to CHF 20,000, and no progression is applied to the degree of invalidity determined.

9.5 Pre-existing bodily deficiencies

If pre-existing bodily deficiencies are made worse in consequence of an accident, this does not confer an entitlement to higher compensation (except for loss of the second eye or the hearing of the second ear). If the insured person had already wholly or partially lost, or lost the use of, parts of his body before the accident, the degree of invalidity is reduced by the pre-existing degree of invalidity determined according to the above principles.

Where pre-existing illnesses or conditions not caused by the accident make its consequences significantly worse, the insurance benefits are proportionately reduced, at the time the degree of invalidity is determined and not when the amount of capital invalidity benefit is decided.

9.6 Invalidity compensation

In the event of invalidity of more than 25%, compensation increases progressively to 350% of the agreed sum insured.

Degree of invalidity in %	Compensation in % of the agreed sum insured	Degree of invalidity in %	Compensation in % of the agreed sum insured
1	1	28	34
2	2	29	37
3	3	30	40
4	4	31	43

5	5	32	46
6	6	33	49
7	7	34	52
8	8	35	55
9	9	36	58
10	10	37	61
11	11	38	64
12	12	39	67
13	13	40	70
14	14	41	73
15	15	42	76
16	16	43	79
17	17	44	82
18	18	45	85
19	19	46	88
20	20	47	91
21	21	48	94
22	22	49	97
23	23	50	100
24	24	51	105
25	25	52	110
26	28	53	115
27	31	54	120

68	190	91	305
69	195	92	310
70	200	93	315
71	205	94	320
72	210	95	325
73	215	96	330
74	220	97	335
75	225	98	340
76	230	99	345
77	235	100	350

10 Limitation of benefits

10.1 Principle

The regulations on the limitation of benefits pursuant to the General Terms and Conditions of Insurance of Sympany Versicherungen AG shall not apply to **capita accident** (risk capital in the event of death or disability as a result of an accident).

10.2 Benefit exclusions

No entitlement to insurance benefits exists:

- as a consequence of war, civil war and/or circumstances similar to war
 - in Switzerland, the principality of Liechtenstein and/or neighbouring countries,
 - abroad, unless the accident occurs within 14 days of the first occurrence of such events in the country in which the insured person is staying and where he was taken by surprise by the outbreak of the warlike events,
- as a result of an earthquake in Switzerland or the principality of Liechtenstein,
- as a result of exceptional risks such as:
 - foreign military service,
 - participation in warlike actions, acts of terrorism or the commission of crimes,
 - the consequences of any form of unrest unless the insured person can show that he was not involved on the side of the perpetrators, either actively or through incitement,
- as a result of the deliberate commission or attempted commission of crimes or offences by the insured person, including if said offence was only considered,
- in consequence of the effects of ionizing radiation and damage caused by nuclear energy,

Degree of invalidity in %	Compensation in % of the agreed sum insured	Degree of invalidity in %	Compensation in % of the agreed sum insured
55	125	78	240
56	130	79	245
57	135	80	250
58	140	81	255
59	145	82	260
60	150	83	265
61	155	84	270
62	160	85	275
63	165	86	280
64	170	87	285
65	175	88	290
66	180	89	295
67	185	90	300

- in the event of an accident in which the insured person has a blood alcohol content of two parts per thousand or ore by weight, unless there is manifestly no causal relationship between drunkenness and the accident,
- as a result of acts of daring (actions by which the insured person exposes himself to a particularly serious risk without taking or being able to take measures to limit the risk to a reasonable extent),
- as a result of suicide or self-inflicted injury caused by the insured person deliberately, regardless of whether or not his judgement was impaired at the time,
- as a result of the deliberate ingestion or injection of medicines, drugs or chemical products,
- as a result of medical treatment or surgery that was not necessitated by an insured accident,
- when using aircraft as a military pilot, other military crew member or parachutist,
- in military parachute jumps,
- when travelling by aeroplane if the insured person has deliberately infringed official regulations or is not in possession of the appropriate official licences and permits,
- for the statutory and regulatory cost contributions by the insured person to compulsory health care insurance.

10.3 Benefit reductions

10.3.1 Accidents: extraneous factors

Where extraneous factors have an effect on an insured accident the insurer shall only pay a proportion of the agreed benefits, determined on the basis of a medical examination. Here, the benefits will be reduced by the extraneous factors when the degree of invalidity is determined and not when the amount of the capital invalidity benefit is decided.

10.3.2 Breach of obligations in the event of a claim
Benefits may be reduced if the insured person deliberately fails to meet his obligations.

10.3.3 Further benefit reductions

Benefits may be further reduced in the light of the provisions of the UVG (articles 37–39) applicable at the time when the accident or the occupational illness occurred.

10.4 Death caused by a potential beneficiary

Where a beneficiary deliberately causes the death of the insured person during the commission of a crime or offence, he is not entitled to pecuniary be-

nefits. Where a beneficiary causes the death of the insured person by gross negligence, the pecuniary benefits due to him are reduced. In particularly grave cases they may be refused entirely.

11 Retraining costs

Where occupational retraining is necessary after an accident for which the insurer has provided benefits, the insurer pays reasonable costs up to a maximum of 10% of the insured invalidity benefit.

12 Procedure in the event of a claim

Any accident that may make the insurer liable for benefits shall be reported to Sympany without delay.

A death must be reported immediately, in all cases within no more than ten days.

The insured person must undergo examinations conducted by any medical practitioner retained by the insurer at its expense, and follow his instructions.

The insured person shall immediately provide any information requested by the insurer about his present and previous state of health and about the accident and his recovery from it.

The insured person or the persons entitled to claim benefits must justify their claims at their own expense by producing medical certificates. These may also be obtained by the insurer.

The insured person is required to release all doctors by whom he is treated following the accident or illness from the obligation of secrecy to enable them to provide the insurer with the information it requests.

Where the insured persons or persons entitled to claim benefits culpably fail to meet any of these obligations, the insurer shall be authorized to reduce benefits by the amount by which they would have been reduced if it had received notification at the proper time, unless such persons can show that the conduct in breach of their contractual

13 Notices to the insurer

All communications and notices must be sent to Sympany. The insurer acknowledges such communications and notices as having been sent to it. All notifications by the insurer are sent with valid legal effect to the last address in Switzerland given by the person insured or entitled to claim.

14 Applicable law

This insurance shall otherwise be governed by the regulations of the Federal Insurance Contract Act (ICA) of 2 April 1908.

15 Age groups

Age-based rates apply to this insurance category. This means that premiums in this insurance category tend to rise as the insured person progresses to each subsequent higher age group:

years of age				
0 - 3	4 - 15	16 - 20	21 - 65	66+

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