



redefining / standards

General Insurance Conditions (GIC) /

Personal Insurance “Professional”

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In order to enhance readability, all terms referring to persons refer to persons of both genders.

Overview of your Personal Insurance “Professional”

Below you will find an overview of the material content of our insurance offer.

Who is the insurance carrier?	AXA Insurance Ltd., General-Guisan-Strasse 40, CH-8401 Winterthur (hereinafter referred to as “AXA”), a stock corporation with domicile in Winterthur that belongs to AXA Group.
What can be included in Personal Insurance “Professional”?	<ul style="list-style-type: none">– Mandatory UVG accident insurance,– Accident insurance for the company owner and as supplementary coverage for employees,– Accident insurance for customers and visitors and for employees without UVG coverage,– Daily sickness benefits insurance for the company owner and employees. <p>The relevant insurances are shown in the application and in the quotation and policy (hereinafter referred to as “Documents”).</p>
Who is insured?	<p>The insured persons or categories of persons are shown in the Documents.</p> <p>Persons who have reached the age of 70 are no longer covered under accident insurance for the company owner and as supplementary coverage for employees, daily sickness benefits insurance, and accident insurance for employees not subject to the UVG.</p>
What events are insured?	<p>Coverage includes accidents and illnesses, depending on the type of insurance.</p> <p>The insurance does not cover:</p> <ul style="list-style-type: none">– intentionally caused accidents.– accidents that occur while the person serves in a foreign military or participates in acts of terror or a crime.– illnesses that already existed when the person joined the insured company or when the insurance contract began, provided such an illness results in incapacity for work.– non-occupational accidents involving employees not insured under the UVG and employees who work for you less than 8 hours a week. <p>Benefit reductions in mandatory accident insurance are possible in connection with grossly negligent acts, exceptional risks or hazardous activities. However, accident insurance for employees can close much of any such gap in coverage.</p> <p>Under the other types of accident insurance, benefits are reduced in accordance with the UVG if the person causes an accident through an offense (e.g. by driving a motor vehicle while intoxicated or grossly disregarding speed limits). Benefits for survivors are not reduced, provided they did not cause the accident intentionally or through a grossly negligent act (GIC A 5).</p>
What does mandatory UVG accident insurance cover?	<ul style="list-style-type: none">– Treatment costs (medical treatment, hospital stays in the general ward)– Daily benefits (maximum 80 % of the insured earnings)– Disability pension (maximum 80 % of insured earnings)– Survivors’ pensions: 40 % of the insured earnings for widows/widowers, 15 % for each orphan who lost one parent, and 25 % for each orphan who lost both parents (maximum 70 % in the case of multiple survivors)– Compensation for physical and mental impairment and helplessness. <p>The insurance also covers occupational diseases and non-occupational accidents, provided that the employee works for you more than 8 hours a week.</p>
What benefits do the other insurances include?	<ul style="list-style-type: none">– Medical expenses from an accident (GIC C 5)– Daily benefits (for illnesses with incapacity for work of at least 25 %)– Daily maternity benefits insurance supplementary to loss of earnings benefits (EO)– Daily benefits in case of relapses and sequelae from previous accidents (GIC C 9)– Coverage of gross negligence / hazardous activities under the UVG (GIC C 10)– Posthumous salary (GIC C 11, E 8)– Disability pension resulting from an accident (GIC C 12)– Survivors’ pensions resulting from an accident (GIC C 13)– Surviving partner’s pension resulting from an accident (GIC C 14)– Disability and death lump sums resulting from an accident (GIC C 15 and C 16). <p>The individual benefits are shown in the Documents.</p>

How is the premium calculated?

The premium is calculated by multiplying the payroll amounts shown in the Documents with the corresponding premium rates.

If an advance premium has been agreed, the effective payroll amounts are determined at the end of the insurance year, after which the definite premiums are calculated and any difference from the advance premium is either reimbursed or invoiced. The advance premium for the following year is then adjusted accordingly. This accounting procedure is not applied if a flat-rate premium has been agreed.

If the premium rate changes, AXA can charge the new premiums as of the following insurance year. It informs the policyholder no later than 25 days before the new premium is due (a two-month period applies to compulsory accident insurance). The policyholder can terminate an insurance that has been affected by the change to the end of the insurance year.

What are the policyholder's obligations?

The policyholder must

- pay the premiums on time (GIC G 1) and notify the effective payroll amounts for calculating the definite premiums (GIC G 3);
- inform the insured persons about the scope of coverage of the individual insurances, whereby AXA assists by providing summary sheets;
- inform the insured persons about their obligations in case of a loss event (GIC H 2 and H 4);
- inform the insured persons about the right to take out interim accident insurance and to transfer to individual insurance when leaving the company (GIC C 17 and E 10);
- notify AXA about any accidents and occupational diseases;
- inform AXA about any increase or decrease in risk during the contract term (GIC F 1 to F 4);
- grant AXA the right to view salary records on request and authorize it to view AHV documents.

What are the insured person's obligations during a loss event (GIC H 2)?

The insured person must

- inform the employer immediately in case of a loss event;
- arrange for proper medical care;
- follow the doctors' instructions;
- agree to undergo an examination, even on short notice, by doctors mandated by AXA;
- report any foreseeable claim to benefits to the IV office on time;
- release current or previous doctors from their secrecy obligations toward AXA;
- provide AXA with additional information (e.g. medical certificates, salary statements, and information about third-party payments) and authorize it to view all official documents (e.g. police records) and third-party documents (e.g. AHV, employers, other insurers) on request.

For how long is the contract in effect?

The contract generally runs for 3 years. It then renews automatically for one year at a time unless notice of termination reaches one of the contracting parties at the latest three months before the renewal date.

What happens in case of a favorable claims experience?

Provided this has been laid out in the Documents, portions of any surplus that arise from accident insurance for the company owner and as supplementary coverage for employees, and from the daily sickness benefits insurance, are paid after 3 full consecutive insurance years (GIC I 1 and I 2).

What data is processed and how?

While preparing and managing the contract, AXA obtains

- customer data (name, address, date of birth, gender, banking details, etc.), stored in electronic customer files;
- application data (answers to application questions, health data, medical reports, information on the current loss experience from the previous insurer, etc.);
- contract data (contract term, insured benefits, payroll amounts, etc.), stored in contract administration systems and physical policy dossiers;
- payment data (dates of premium payments, outstanding amounts, reminders, credit balances, etc.), stored in debt collection databases;
- claims data (loss reports by insured persons, investigation reports, invoices, etc.), stored in electronic claims application systems and in physical claims files.

This data is needed in order to review and assess the risk, manage the contract and settle the claims correctly. The data must be stored for at least 10 years after the contract has ended; claims data must be stored for at least 10 years (for 30 years in the case of a serious accident) after the loss event has been settled.

If necessary, the data is exchanged with other involved third parties such as participating insurers, officials, lawyers and external experts. Data may also be shared for the purpose of uncovering or preventing insurance fraud.

With the applicant's or the insured person's authorization, AXA can obtain and pass on relevant information from the authorities, private and social insurance carriers, doctors and hospitals.

AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to customer data (to identify customers), contract data and the customer profiles in order to simplify administrative procedures and for marketing purposes (provide our customers with the best possible products and services).

Important!

For more information, please refer to the quote / application or the policy and the General Insurance Conditions (GIC).

Abbreviations

AHVG	Federal Act on Old Age and Survivors' Insurance of December 20, 1946 (SR 831.10)
ATSG	Federal Act on the General Part of the Social Security Law of June 10, 2000 (SR 830.1)
AVIG	Federal Act on Unemployment Insurance and Insolvency Compensation of June 25, 1982 (SR 837.0)
BVG	Federal Act on Occupational Retirement, Survivors' and Disability Pension Plans of June 25, 1982 (SR 831.40)
EOG	Federal Act on Earning Compensation für People in Service and for Maternity of September 25, 1952 (SR 834.1)
IVG	Federal Act on Disability Insurance of June 19, 1959 (SR 831.20)
MVG	Federal Act on Military Insurance of September 20, 1949 (SR 833.10)
OR	Federal Act on the Amendment of the Swiss Civil Code (part five: Swiss Code of Obligations) of March 30, 1911 (SR 220)
UVG	Federal Act on Accident Insurance of March 20, 1981 (SR 832.20)
VVG	Federal Act on Insurance Contracts of April 2, 1908 (SR 221.229.1)

A Validity of the insurance

A 1

Basic principle

- 1 Personal Insurance “Professional” can include one or several of the following:
 - Mandatory UVG accident insurance
 - Accident insurance for the company owner and as supplementary coverage for employees in accordance with the VVG
 - Accident insurance for customers and visitors, and for employees in accordance with the VVG who do not have UVG coverage
 - Daily sickness benefits insurance for the company owner and employees in accordance with the VVG
- 2 The insured persons, person categories and insured benefits are shown in the policy.

A 2

Beginning and end of the insurance contract and the individual insurances

- 1 The beginning and end of the Personal Insurance “Professional” contract and of the individual insurances are shown in the policy.
- 2 The insurance contract and the individual insurances are valid for the period shown in the policy. At the end of this term, the contract renews automatically for one year at a time, unless a contracting party receives notice at least 3 months earlier.

A 3

Territorial validity

- 1 Mandatory UVG accident insurance and accident insurance for the company owner and as supplementary coverage for employees are subject to the provisions of the UVG. The other insurances are valid worldwide, whereby continued coverage for individuals stationed abroad is valid for 2 years. AXA can, however, extend coverage on request.
- 2 In addition, the provisions **E 3.4** and **E 3.5** apply to daily sickness benefits insurance for the company owner and employees.

A 4

Definitions

- 1 **An accident** is a sudden, unintended detrimental effect from an unusual external factor on the body that results in physical, mental or psychological impairment or in death. The provisions of the UVG apply to any accident-like physical impairment. Occupational diseases are deemed to be the same as occupational accidents.
- 2 **An illness** is any impairment of physical, mental or psychological health that is not the result of an accident and that requires a medical examination or treatment and leads to incapacity for work. Health impairments resulting from pregnancy or birth are deemed to be the same as an illness.

- 3 **Incapacity for work** refers to the full or partial inability to assume a reasonable workload in the current profession or area of activity because of an accident or an illness. In the case of long-term incapacity for work, a reasonable activity in another profession or remit must also be considered.

- 4 **Occupational disability** refers to the lasting full or partial illness- or accident-related loss of earning capacity in a stable labor market for which the person is qualified and after reasonable treatment and reintegration measures have been administered. When evaluating whether the case constitutes occupational disability, only the consequences of the health impairment must be considered. Furthermore, occupational disability applies only if an objective opinion states that a recovery can be ruled out.

- 5 The terms **doctor, dentist, hospital** and **spa** are defined in the provisions of the UVG.

- 6 **AHV salary** refers to the last monthly AHV salary earned at an insured company, including any family support in the form of child, training, or household supplements that are customary for the location or industry. Any unpaid salary components to which a legal right applies are also taken into account.

For persons without AHVG-compliant coverage because of the bilateral agreements between Switzerland and the EU, the pensionable salary earned from the insured company – including any family allowances in the form of child, training or household supplements that are customary for a particular location or industry – applies in the same way as under the AHV norms.

- 7 **UVG salary** refers to the salary insured in accordance with the UVG. The **surplus salary** is the difference between the definitive AHV salary and the UVG salary. If a person has multiple jobs, the salary subject to premiums per employment relationship is deemed to be the pensionable salary.

- 8 The definition of **occupational disease** is laid out in the UVG provisions.

A 5

Exclusions and reductions

- 1 Excluded from the insurance are
 - accidents and illnesses resulting from warlike incidents or terrorist attacks. However, if an insured person faces an unexpected outbreak of war while abroad, coverage ends only 14 days after the first occurrence;
 - accidents during military service abroad;
 - accidents while participating in warlike acts or acts of terror, or while committing a crime.
- 2 Benefits for accidents that occur while the person commits an offense are reduced as would be the case under the UVG. This also applies to accidents that result when the driver of a motor vehicle consumes alcohol or drugs, grossly disregards the speed limit or makes daredevil passing maneuvers. Benefits for survivors, however, are not reduced.

- 3 In the case of insurance in accordance with the VVG, AXA does not reduce benefits for gross negligence.
- 4 In deviation of UVG provisions, AXA pays a prorated amount if an accident or illness is only a partial cause of the condition requiring medical treatment, or of incapacity for work, disability or death.
- 5 The total in entitlement to benefits from all accident insurances with AXA (except mandatory UVG accident insurance) per person and event is limited to CHF 10 million.

B Special conditions for mandatory accident insurance in accordance with the UVG

B 1 Decision

- 1 The contract constitutes a decision with respect to the classification of premium rates.
- 2 The policyholder may file an appeal with AXA within 30 days upon receipt of the policy by stating the reasons (Art. 52, ATSG).

- 3 An appeal filed orally will be documented in writing by AXA and must be signed by the policyholder.

C Special conditions for accident insurance for the company owner and as supplementary coverage for employees

C 1

Content

AXA pays the benefits shown in the policy for the consequences of accidents and occupational diseases that the insured person suffers during the insurance term.

C 2

Insured persons

- 1 The insurance covers all persons and person categories shown in the policy that are covered in accordance with the UVG. Unless other provisions apply, the insurance also covers employees not insured in accordance with the AHVG because of the bilateral agreements on the free movement of persons between Switzerland and the EU.
- 2 The insurance also covers the company owner and family members working for the company who are shown in the policy by name but not insured in accordance with the UVG.

C 3

Beginning and end of insurance coverage

- 1 Insurance coverage for the individual insured person begins on the day on which the employment relationship or entitlement to a salary starts, regardless of whether this day is a weekday or a non-working day (weekend, holiday). If the contractual start of employment falls on a non-working day, the insurance also covers medical expenses and daily UVG benefits for as long as no entitlement under the UVG is in effect.
- 2 Coverage for the individual insured person ends when the
 - insurance ends;
 - person leaves the group of insured persons;
 - daily benefit period for the company owner and family members working for the company has been exhausted;
 - policyholder discontinues its business activities;
 - person reaches the age of 70.

Transfer to individual insurance in accordance with the Art. C 17 of this GIC is reserved.

C 4

Suspension of coverage, unpaid leave

- 1 Coverage for the individual insured person is suspended
 - if employment is interrupted without entitlement to a salary;
 - for as long as the person is serving in the military and is covered under military insurance;
 - for the duration of maternity leave in accordance with the EOG.

If the insurance has been suspended because the insured person is covered under military insurance, coverage under this contract remains in effect for persons insured against non-occupational accidents in accordance with the UVG. This coverage includes benefits under the following provisions in addition to military insurance benefits.

- 2 Coverage for the company owner is also suspended
 - if business activities are temporarily interrupted for more than 3 months. Coverage is reinstated only once business activities have resumed.
- 3 Temporary extended coverage is granted for 31 days after entitlement to at least half of the salary ends.
- 4 Coverage remains in effect for up to 7 months (including the temporary extended coverage according Art. C 4.3 of this GIC) during unpaid leave, provided the employment contract remains in effect. The policyholder must notify AXA in writing in advance of the insured person's first and last name, pensionable salary as well as the start and end dates of the period of unpaid leave. No coverage is granted in the absence of such notification. Retroactive enrollment is not possible. This type of coverage is granted on condition that the employment relationship has not been terminated and that statutory accident insurance in accordance with the UVG (including interim accident insurance) is in effect. Annual salary refers to the salary the insured person would have received if he had not taken unpaid leave, even if he receives no or only a reduced salary during this period. No entitlement to daily benefits applies for the duration of the planned period of leave. If the insured person has an accident during the period of unpaid leave, the days from the beginning of incapacity for work up when work is scheduled to be resumed are included in the waiting period.

The payroll amount for the period of unpaid leave in the designated category must be declared additionally at the end of each insurance year.

C 5

Medical expenses

- 1 Provided this is shown in the policy, AXA assumes the costs arising from an insured event for:
 - a) a) medical examinations and treatment administered in Switzerland by a health provider under a collaboration and rate contract in accordance with the UVG (hospital ward as shown in the policy);
 - b) necessary first aid administered abroad if the insured person has an accident there. AXA can request repatriation of the insured person at AXA's expense;
 - c) replacement or repair of items that replace a body part or function. The cost of eyeglasses, hearing aids, or dentures is reimbursed only if the person has suffered a physical injury that requires treatment;
 - d) medically necessary travel and transportation;
 - e) rescue and recovery missions and transportation of the deceased are limited to CHF 50,000 in total.
- 2 AXA pays for services on condition that they are effective, appropriate and economical. It covers only the part of the service that is not covered by social insurance (e.g. health (KVG) or accident (UVG) insurance or comparable coverage from a foreign insurer). In the case of a stay at a treatment center, AXA reimburses the deduction that applies in accordance with the UVG. However, AXA does not cover the excess, de-

ductible and other fees charged by other social insurers. If the same supplementary benefits are also covered by another VVG insurer, AXA pays only for its prorated benefit portion.

- 3 Per accident and supplementary to social insurance benefits, AXA pays a contribution to the effective cost of
 - necessary complementary medical treatment, provided it is administered by a licensed doctor;
 - alternative medical treatment, provided it is administered by a therapist with recognized qualifications.The contribution per accident is at maximum CHF 100 per session and limited to a maximum of 25 sessions.
- 4 AXA pays up to CHF 100 a day, at maximum CHF 6,000 in total, toward the effective cost of household help administered in the insured person's home per accident. This provision applies on condition that the person has been medically confirmed as being incapacitated by at least 50 %. The household helper is not permitted to reside in the same household as the insured person.
- 5 AXA does not pay for care benefits administered by a liable third party. If AXA instead of another social or private insurer pays benefits, the insured person must assign to AXA his claims in the amount in benefits that was paid. Coverage is discontinued if the insured person refuses to accept this provision.

C 6

Pensionable salary

- 1 The salary received from the insured company prior to the accident serves as the reference amount. The reference salary is limited to the maximum pensionable salary of CHF 300,000 per person per year.
- 2 When calculating salary-linked lump sum benefits, the pensionable annual salary is subject to the same provisions as apply to UVG pensions.
- 3 For persons shown by name in the policy, the annual salary that has been agreed with AXA in advance applies. Any amounts paid by third parties are applied only if indemnity insurance rather than fixed-sum insurance has been agreed.

C 7

Daily benefits for the company owner and family members working for the company

- 1 For insured persons who are medically deemed to be incapacitated, AXA pays the daily benefits shown in the policy per accident if the person is fully incapacitated after the agreed waiting period ends, at the most for the duration of the benefit period shown in the policy.
- 2 In the case of partial incapacity for work, daily benefits are prorated to the level of incapacity; however, there is no entitlement if incapacity is less than 25 %. Days of partial incapacity for work of at least 25 % count as full days when calculating the waiting and the benefit period.
- 3 The waiting period begins on the day on which the insured person's incapacity for work is medically confirmed, at the earliest 3 days before the first medical examination.

- 4 If the insured person is also entitled to cash benefits from the disability insurance (IVG), accident insurance (UVG), military insurance (MVG), unemployment insurance (AVIG), occupational benefits insurance (BVG), another foreign social insurer, or a liable third party during the same period, AXA supplements these benefits as part of its benefit obligation up to the insured amount in daily benefits. Benefits are not offset against AVH retirement and survivors' pensions. In general, benefits are not offset unless this has been expressly agreed (fixed-sum insurance).
- 5 If an additional accident occurs during the period of accident-related incapacity, the days of entitlement for the first case are included in the benefit period.
- 6 Once the AHV retirement pension starts, entitlement to benefits continues for a maximum of 180 days for all current and future accidents together. All entitlement to benefits ends once the person reaches the age of 70.
- 7 Entitlement to daily benefits ends when the benefit period has been exhausted or the insured person dies.
- 8 Coverage ends when the benefit period has been exhausted.

C 8

Daily benefits for the employees

- 1 For insured persons who are medically deemed to be incapacitated, AXA pays the daily benefits shown in the policy if the person is fully incapacitated.
- 2 In the case of partial incapacity for work, the benefits are prorated to the level of incapacity.
- 3 If the insured person is also entitled to cash benefits from the disability insurance (IVG), accident insurance (UVG), military insurance (MVG), unemployment insurance (AVIG), occupational benefits insurance (BVG), another foreign social insurer, or a liable third party during the same period, AXA supplements these benefits as part of its benefit obligation up to the pensionable salary amount. Benefits are not offset against AVH retirement and survivors' pensions.
- 4 AXA has the right to obtain the insured person's approval with respect to directly offsetting or reimbursing any benefits from the insurers mentioned above. Daily benefits are discontinued if the insured person refuses to give his approval.
- 5 If AXA instead of a liable third party pays benefits, the insured person must assign his claims in the amount of its benefits.
- 6 If the maximum amount in pensionable UVG earnings changes, the pensionable salary covered under VVG daily benefits insurance for the employees is adjusted accordingly.
- 7 Once ordinary AHV retirement age starts, entitlement to benefits continues for 180 days for all current and future accidents together. All entitlement to benefits ends once the person reaches the age of 70.

- 8 Entitlement to daily benefits ends when the insured person has fully regained his capacity for work, starts to receive the pension, or dies.
- 9 The regulations and applicable UVG provisions determine whether or not benefits are due.

C 9

Daily benefits in case of relapses and sequelae from previous accidents

In the case of relapses and sequelae from previous accidents that were not covered or for which the insurer at the time is no longer obligated to pay benefits, AXA pays at maximum 80 % of the pensionable earnings based on the UVG salary plus any additional daily benefits shown in the policy for 6 months. If the statutory obligation to continue salary payments in accordance with Art. 324a para. 1 OR provides for a longer term, the benefit period extends accordingly. An obligation by the policyholder to continue paying the salary beyond the statutory period does not constitute entitlement to benefits.

C 10

Coverage of gross negligence / hazardous activities under the UVG

- 1 Provided this is shown in the policy, AXA also covers exclusions and reductions applied in accordance with UVG and MVG for accidents that are caused through gross negligence, exceptional risks or hazardous activities.
- 2 Extraordinary risks and hazardous activities do not lead to benefit reductions.
- 3 However, the exclusions in accordance with Art. A5.1 and the reductions in accordance with Art. A5.2 of these GIC apply.

C 11

Posthumous salary

- 1 Provided this is shown in the policy, the insurance covers the posthumous salary in accordance with Art. 338 para. 2 OR for which the policyholder is liable.
- 2 In the case of relapses and sequelae from previous accidents that were not insured or for which the insurer at the time is no longer liable for benefits, AXA pays benefits if the insured person dies.

C 12

Disability pension

- 1 Provided this is shown in the policy, AXA pays the disability pension shown in the policy if the person is disabled. Entitlement to a disability pension ends at the latest on the first day of the month following the month in which ordinary AHV retirement age is reached, unless another arrangement has been expressly agreed.
- 2 The regulations and applicable UVG provisions determine whether or not benefits are due.
- 3 The pensions are adjusted to inflation in accordance with the UVG, at maximum by 10 % a year.
- 4 The UVG provisions on complementary pensions do not apply.

C 13

Survivors' pensions

- 1 Provided this is shown in the policy, AXA pays the survivors' pensions shown in the policy if the insured person dies. These pensions are calculated in accordance with the UVG. However, entitlement to a widow's / widower's pension ends at the latest on the first day of the month following the month in which the eligible person reaches ordinary AHV retirement age, unless another arrangement has been expressly agreed.
- 2 The regulations and applicable UVG provisions determine whether or not benefits are due.
- 3 The divorced husband, however, is not entitled to a surviving spouse's pension.
- 4 The pensions are adjusted to inflation in accordance with the UVG, at maximum by 10 % a year.
- 5 The UVG provisions on complementary pensions do not apply.

C 14

Surviving partner's pension

- 1 Provided this is shown in the policy, AXA pays the surviving partner's pension to the eligible life partner if the insured person dies, unless the same event constitutes grounds for eligibility to a UVG pension.
- 2 Eligibility to a pension in a life partnership applies if, at the time of death,
 - a) both partners are unmarried and not related to each other,
 - b) they are not registered in accordance with the Federal Act on the Registration of Partnerships for Same-Sex Couples of June 18, 2004,
 - c) they have been in a life partnership up to the time of the insured person's death, and at least one of the following conditions is met in addition:
 - they shared the same household without interruption for the last 5 years up to the insured person's death or
 - the surviving life partner received significant support from the insured person (the insured person made a decisive contribution to the shared living costs at least during the last two years), or
 - the surviving life partner must provide for one or several of their joint children.
- 3 The benefit obligation applies at maximum to one life partner's pension per insured person. This amount is paid in equal portions if there are several eligible claimants.
- 4 The surviving partner's pension is calculated based on the insured earnings and paid as the same percentage that is used for calculating the widow's / widower's pension in accordance with the UVG. It ends at the latest on the first day of the month following the month in which the eligible person reaches ordinary AHV retirement age, unless another arrangement has been expressly agreed.
- 5 A female surviving partner without children who is less than 45 years old receives a single lump sum of five annual pensions instead of the regular annuity, provid-

ed the conditions in accordance with para. 2 c are met. For the male partner in this case, neither a pension nor a settlement is due.

- 6 The pensions are adjusted to inflation in accordance with the UVG, at maximum by 10 % a year.
- 7 The UVG provisions on complementary pensions do not apply.

C 15

Lump sum in case of disability

- 1 AXA pays the disability lump sum shown in the policy if, as the result of the accident, the insured person faces an income reduction of more than 10 % under Art. 18 UVG or a lasting and significant impairment of physical, mental or psychological integrity under Art. 24 UVG.
- 2 The lump sum is calculated based on the percentage of the disability level or integrity compensation as defined in the UVG, whereby the higher of the two percentages applies. The disability level and integrity compensation level are not cumulated. The maximum rate is 100 %.
- 3 The lump sum is due when the UVG pension entitlement starts or the amount in integrity compensation under the UVG has been established with legal effect.
- 4 No further benefits are paid nor any excess benefits reclaimed if the insured person's physical or mental impairment or disability level from the same event changes after the disability lump sum has been paid. AXA reserves the right to claim back any amounts it has paid on account of a fraudulent claim.

C 16

Lump sum in case of death

- 1 Provided this is shown in the policy, AXA pays the lump sum in the case of the insured person's death in equal portions to:
 - the insured person's spouse; in the absence thereof to
 - the registered partner in accordance with the Federal Act on the Registration of Partnerships for Same-Sex Couples; in the absence thereof to
 - the eligible children in accordance with the UVG; in the absence thereof to
 - the life partner in accordance with Art. C 14, para. 2 of this GIC; in the absence thereof to
 - the insured person's children who are not eligible to a pension under the UVG; in the absence thereof to
 - the natural persons designated as the beneficiaries in the insured person's will; in the absence thereof to
 - the insured person's parents; in the absence thereof to
 - the insured person's siblings.In the absence of any such survivors, AXA will pay the funeral expenses of up to CHF 20,000, but not exceeding the insured lump sum.
- 2 Any disability lump sum that may have been paid is offset against the death lump sum.

C 17

Right to transfer to individual insurance

- 1 Insured persons residing in Switzerland have the right to transfer to individual insurance from AXA if
 - they leave the group of insured persons;
 - the insurance ends.
- 2 The right to transfer to individual insurance does not apply
 - to company owners;
 - if this contract ends and is then continued with another insurer for the same group of persons;
 - if the insured person changes jobs and transfers to a new employer's insurance;
 - after the person has reached the age of 70.
- 3 The insured person must exercise his right to transfer within 3 months.
- 4 AXA covers the transferee's medical expenses, daily benefits and lump sums within the scope of the conditions and rates that apply to individual insurance and without requiring a medical examination, provided that these benefits were insured previously.
- 5 The age at the time of transfer to individual insurance is the deciding factor, whereby any provisos in effect are carried over.
- 6 The policyholder must inform the insured person leaving the company about the right to transfer to individual insurance and the deadline by the date when the person leaves the insured company. AXA assists the policyholder by providing summary sheets.

D Special conditions for accident insurance for customers and visitors and for employees without UVG coverage

D 1

Content

AXA pays the benefits shown in the policy for the consequences of accidents that the insured person suffers during the insurance term.

D 2

Accident insurance for clients and visitors

- 1 The insurance covers customers and visitors while they are on the company premises of the policyholder. Outside of these premises, they are insured only when accompanied by the policyholder in connection with a professional activity.
- 2 The insurance does not cover
 - employees of the company shown in the policy;
 - non-company personnel (workmen, etc.) who provide services for the policyholder;
 - the police and other security service providers while performing their duties;
 - hospital inpatients and residents of retirement centers and nursing homes;
 - accidents that occur in any of the company's own sports and leisure facilities;
 - accidents by customers and visitors that occur in connection with a specific service by the policyholder and its employees.

D 3

Accident insurance for employees not covered under the UVG

- 1 The insurance covers employees working in the policyholder's company who are not insured in accordance with the UVG. The insurance also covers persons working occasionally and temporarily for the policyholder's company without compensation.
- 2 The insurance does not cover the company owner and his family members who work for the company.
- 3 The insurance covers only occupational accidents. These are defined as accidents that occur
 - while the insured person performs work at the instruction or in the interest of the employer;
 - during work breaks as well as before and after work if the insured person is authorized to be on company premises or in areas where he is exposed to risk in connection with his professional duties;
 - on the direct way to or from work.
- 4 If it becomes apparent through an accident that the insured person should have been covered in accordance with the UVG, AXA grants statutory coverage as of the time when AHV contributions were deducted from the salary. Such coverage is granted on condition that the policyholder enters into a UVG-compliant contract with AXA as of that date and pays the corresponding premium. This provision does not apply to insured persons working for companies that, under Art. 66 of the UVG, fall under the remit of SUVA. AXA will refund any excess premium that may have been paid for this policy as of such a date.

D 4

Beginning and end

- 1 Coverage for the individual insured persons begins
 - on joining the group of insured persons;
 - at the earliest, however, on the start date shown in the policy.
- 2 Coverage for the individual insured person ends when the
 - insurance ends;
 - person leaves the group of insured persons;
 - policyholder discontinues his business;
 - employee without UVG accident insurance reaches the age of 70.

D 5

Medical expenses

- 1 Provision C 5 applies.
- 2 Medical expenses are covered for 10 years after the date of the accident.

D 6

Daily benefits

- 1 For insured persons who are medically deemed to be incapacitated, AXA pays the daily benefits shown in the policy if the person is fully incapacitated.
- 2 In the case of partial incapacity for work, the benefits are prorated to the level of incapacity. Days of partial incapacity for work count as full days when determining the waiting period and benefit period.
- 3 The waiting period begins on the day on which the insured person's incapacity for work is medically confirmed, at the earliest 3 days before the first medical examination.
- 4 AXA pays daily benefits per accident for a maximum of 730 days, less the waiting period. Once ordinary AHV retirement age starts, entitlement to benefits continues for a maximum of 180 days for all current and future insurance cases together. However, daily benefits are paid at the most up to the age of 70.
- 5 AXA pays insured persons below the age of 16 at most the amount in effectively lost earnings.

D 7

Lump sum in case of disability

- 1 If the insured person has reached or exceeded the age of 70 at the time of the accident, AXA pays a lump sum of maximum CHF 50,000 from the accident policy for clients and visitors.
- 2 Provision C 15 applies in all other situations.

D 8**Lump sum in case of death**

- 1 For insured children below age 2 years and 6 months, the death benefit is CHF 2,500. For insured persons who have reached the age of 12 and insured persons with accident insurance for customers and visitors who have reached the age of 70, the death benefit is at maximum CHF 20,000.
- 2 Provision C 16 applies in all other situations.

D 9**Property damage**

Accident insurance for customers and visitors from AXA pays up to CHF 10,000 for the repair or replacement of property (new-for-old) that is carried along or worn if damaged or destroyed as a result of an insured accident.

D 10**Offsetting of benefits against liability claims**

Benefits that are due under accident insurance for clients and visitors are applied in order to cover possible liability claims brought against the policyholder or its employees. AXA must be informed if such liability claims are brought against the policyholder or its employees or whenever civil or criminal proceedings are instituted.

E Special conditions for daily sickness benefits insurance for the company owner and employees

E 1**Content**

- 1 AXA pays the benefits shown in the policy for the economic consequences of incapacity for work relating to an illness.
- 2 The insurance does not cover
 - illnesses that already existed when the insured person joined the company or the insurance began if they lead to incapacity for work. This does not apply if AXA is obligated to continue providing coverage based on agreements on the free movement of persons that are in effect between the insurers;
 - accidents;
 - occupational diseases and accident-like physical injuries that are covered in accordance with the UVG;
 - illnesses resulting from the effects of ionizing radiation; however, the insurance does cover health disorders resulting from medically prescribed radiation treatment of an insured illness.

E 2**Insured persons**

- 1 The insurance covers employees in accordance with the AHVG who are listed in the policy. The insurance also covers employees who are not insured in accordance with the AHVG on the basis of the bilateral agreements on the free movement of persons between Switzerland and the EU.

- 2 The insurance also covers persons listed by name in the policy who have a fixed annual salary.

E 3**Beginning, end, unpaid leave, while abroad, and suspension**

- 1 Insurance coverage for individual employees begins on the date when they start working for the insured company, but not before the start date specified in the policy.

For persons listed by name in the policy who have a fixed annual salary, coverage starts when the insurance begins.
- 2 Coverage for the individual insured person ends when the
 - insurance ends;
 - person leaves the group of insured;
 - policyholder's business is discontinued;
 - person reaches the age of 70.
- 3 Coverage remains in effect for up to 7 months during unpaid leave, provided the employment contract remains in effect. The policyholder must notify AXA in writing in advance about the insured person's first and last name, pensionable salary as well as the start and end dates of the period of unpaid leave. No coverage is granted in the absence of such notification. The person will not be entitled to benefits and no premiums will be due for the duration of this period. If the insured person falls ill during the period of unpaid leave, the days from the beginning of incapacity for work up

when work is scheduled to be resumed are added to the waiting period and benefit period.

- 4 If an insured person falls ill while abroad, entitlement to benefits ends one month after the beginning of the illness, unless the person has returned to his country of residence in the meantime. This does not apply to hospital stays. For insured persons who are subject to the bilateral agreements between Switzerland and the EU on the free movement of persons, this restriction applies only outside of their place of residence and its immediate vicinity.
- 5 An insured person who is ill and goes abroad is not entitled to benefits during the stay abroad. This does not apply if he obtains the express permission of AXA in advance.
- 6 AXA's obligation to pay daily sickness benefits is suspended
 - if the insured person receives benefits from a federal or cantonal maternity insurance plan or a private daily maternity benefits plan;
 - in the case of a birth after the sixth month of pregnancy while the statutory prohibition of employment is in effect.

E 4 Relapse

- 1 Illnesses relating to earlier insured events for which AXA or another insurer paid benefits count as relapses. Such cases are regarded as a new illness only if the insured person was again fully fit for work without interruption for at least 365 days before the new incapacity set in.
- 2 In the case of relapses that set in after coverage begins, daily benefits are paid in every case for the duration of the policyholder's statutory and contractual obligation to continue salary payments.
- 3 The provision under Art. E6, para. 9, or E7, para. 8 (coordination with BVG benefits) applies to relapses in accordance with this para. 1 only after the BVG waiting period has ended.

E 5 Pensionable salary

- 1 Daily benefits are calculated based on the last AHV salary the insured company paid to the insured person before the illness set in (Art. A4, para. 6). If the insured person does not have regular gainful employment or the salary fluctuates strongly, the benefits are calculated based on the average salary over the last 12 months, or on a reasonable average daily wage if this proves to be impossible. In the case of a fixed-term employment relationship, the salary is recalculated to reflect the actual duration of the employment relationship.
- 2 For persons shown by name in the policy, the annual salary that has been agreed with AXA in advance applies. Any amounts paid by third parties are applied only if indemnity insurance rather than fixed-sum insurance has been agreed.

E 6 Daily benefits for the company owner and family members working for the company

- 1 If the insured person is medically deemed to be incapacitated, AXA pays daily benefits at the most for the period shown in the policy after the agreed waiting period ends.
- 2 If the person is fully incapacitated, AXA pays the daily benefits shown in the policy. Daily benefits are prorated to the level of incapacity; however, no entitlement applies if incapacity is less than 25 %. Days of partial incapacity for work of at least 25 % count as full days when calculating the waiting and the benefit period.
- 3 The insured annual salary is divided into 365.
- 4 The waiting period per illness begins on the day on which the insured person's incapacity for work is medically confirmed, at the earliest 3 days before the first medical examination.
- 5 If an additional illness sets in during a current illness, the days of entitlement from the first case are added to the benefit period.
- 6 If a new illness sets in after the maximum benefit period has been exhausted, the insurance covers the new case only if the insured person has fully or partially regained his capacity for work following the previous illness and only within the scope of incapacity for work resulting from the new illness.
- 7 In cases of lasting full or partial occupational disability after the benefit period for an illness or accident has been exhausted, the insured annual salary reduces by the percentage of the permanent occupational disability.
- 8 After coverage has ended, AXA pays daily benefits for relapses and current illnesses that started during the insurance term up to the end of the agreed benefit period, at the most up to the date on which the pension in accordance with the BVG or an equivalent provision from a foreign insurer starts.
- 9 The following provision applies in cases where a 730-day benefit period has been agreed. After the benefit period ends, AXA pays supplementary benefits if the following conditions are met:
 - Extended period of incapacity for work (minimum 365 days) without significant interruption of at least 40 % on average and that is likely to result to disability;
 - Coverage in accordance with the BVG, and
 - The BVG waiting period corresponds with the daily sickness benefits period. Daily benefits are paid until the BVG disability pension begins, at the most for 365 days.This provision does not apply if another benefit period has been agreed.
- 10 Once ordinary AHV retirement pension starts, entitlement to benefits continues for a maximum of 180 days for all current and future insurance cases together. However, daily benefits are paid at the most up to the age of 70.

E 7**Daily benefits for the employees**

- 1 If the insured person is medically deemed to be incapacitated, AXA pays daily benefits at the most for the period shown in the policy after the agreed waiting period ends.
- 2 If the person is fully incapacitated, AXA pays the daily benefits shown in the policy. Daily benefits are prorated to the level of incapacity; however, no entitlement applies if incapacity is less than 25 %. Days of partial incapacity for work of at least 25 % count as full days when calculating the waiting and the benefit period.
- 3 The salary is annualized and then divided by 365. In the case of a previously agreed fixed term of employment, only the specified period is included in the calculation.
- 4 The waiting period per illness begins on the day on which the insured person's incapacity for work is medically confirmed, at the earliest 3 days before the first medical examination.
- 5 If an additional illness sets in during a current illness, the days of entitlement from the first case are added to the benefit period.
- 6 If a new illness sets in after the maximum benefit period has been exhausted, the insurance covers the new case only if the insured person has fully or partially regained his capacity for work following the previous illness and only within the scope of incapacity for work resulting from the new illness.
- 7 After coverage has ended, AXA pays daily benefits for relapses and current illnesses that started during the insurance term up to the end of the agreed benefit period, at the most up to the date on which the pension in accordance with the BVG or an equivalent provision from a foreign insurer starts.
- 8 The following provision applies in cases where a 730-day benefit period has been agreed.
After the benefit period ends, AXA pays supplementary benefits if the following conditions are met:
 - Extended period of incapacity for work (minimum 365 days) without significant interruption of at least 40 % on average and that is likely to result to disability;
 - Coverage in accordance with the BVG, and
 - The BVG waiting period corresponds with the daily sickness benefits period. Daily benefits are paid until the BVG disability pension begins, at the most for 365 days. This provision does not apply if another benefit period has been agreed.
- 9 Once ordinary AHV retirement age starts, entitlement to benefits applies only for as long as the employer's statutory obligation to continue salary payments is in effect, at maximum for 180 days in total for all current and future insured events.
However, daily benefits are paid at the most up to the age of 70.

E 8**Posthumous salary**

- 1 Provided this is shown the policy, the insurance covers the posthumous salary that the policyholder must pay to the survivors in accordance with Art.338, para. 2 OR.
- 2 Benefits will be paid even if the insured person is at fault.

E 9**Benefits from third parties**

- 1 If the insured person is also entitled to cash benefits from the disability insurance (IVG), accident insurance (UVG), military insurance (MVG), unemployment insurance, occupational benefits insurance, another foreign social insurer, or a liable third party during the same period, AXA supplements these benefits as part of its benefit obligation up to the insured amount in daily benefits. Benefits are not offset against AVH retirement and survivors' pensions. In general, third-party benefits are not offset unless this has been expressly agreed (fixed-sum insurance).
- 2 If entitlement to benefits from a state or occupational insurance provider has not yet been fixed, AXA will pay daily benefits within the scope of its obligation in the form of an advance for the declared illness-related period of incapacity for work. If a disability pension (IVG) or a pension from an occupational benefits plan is granted retroactively, AXA has a direct claim against such amounts in order to reimburse or offset the advance it has paid.
- 3 AXA has the right to request the insured person's approval when offsetting or reimbursing directly any advance that it has paid against amounts from the insurers mentioned above. Daily benefits are discontinued if the insured person refuses to give his approval.
- 4 Days for which partial benefits were paid because of reductions due to entitlement to third-party benefits count fully when calculating the benefit period and waiting period.

E 10**Right to transfer to individual insurance**

- 1 Insured persons residing in Switzerland have the right to transfer to individual insurance with AXA when they leave the group of insured persons or the insurance ends.
- 2 The right to transfer does not apply
 - if the insurance ends and is then continued with another insurer for the same group of persons;
 - if the person changes his job or transfers to the new employer's insurance plan;
 - if the new insurer must guarantee the continuation of coverage between the insurers under the agreements on the free movement of persons;
 - for company owners and in general for persons with fixed salaries (fixed-sum and indemnity insurance);
 - for insured persons who have reached ordinary AHV retirement age.

- 3 The insured person must exercise his right to transfer within three months after leaving the insured company. Individual insurance begins on the first day after the person leaves the insured company.
- 4 AXA covers the transferee's currently insured daily benefits within the scope of the conditions and rates that apply to individual insurance and without requiring a medical examination.
- 5 The age at the time of transfer to the insurance is the deciding factor, whereby any provisos in effect are carried over.
- 6 If an insured person is incapacitated on the date he withdraws from the group of insured persons, all benefits will be debited from this insurance and not from the individual insurance.
- 7 The last pensionable salary under this insurance serves as basis for the salary to be covered under individual insurance. However, the amount to be insured may not exceed the amount that results or would result from unemployment benefits. The waiting period can be reduced, but not to less than 30 days.
- 8 The policyholder must inform the insured person about the right to transfer to individual insurance and the deadline when the person leaves the insured company. AXA assists the policyholder by providing summary sheets.

F Risk increase or reduction

F 1

Basic principle

- 1 AXA must be informed immediately if important circumstances described in the application change during the contract term and thus increase the level of risk significantly. In the absence of such notification, AXA is no longer bound by the contract as of that time.
- 2 The UVG provisions apply to mandatory UVG accident insurance.

F 2

Notification obligation and consequences of omitted notification

The policyholder must notify AXA immediately

- about any relevant change in the business activities of the insured company,
- if the working hours of persons shown by name in the policy are reduced significantly for more than 3 months;

and

- if it discontinues its activities.

If notification is late or omitted, benefits from this contract for insured events that occur after this date can be reduced or denied altogether.

F 3

Risk increase

If risk increases, AXA can raise the premium accordingly for the remainder of the contract term or terminate the contract within 2 weeks after it is notified. The policyholder has the same right of termination if no agreement can be reached on the premium increase. In both cases, AXA is entitled to the rate-based premium increase from the date of the risk increase to the date on which the coverage in question ends.

F 4

Risk decrease

If risk decreases, AXA reduces the premium commensurately from the date on which it receives written notification from the policyholder.

G Premiums

G 1

Basic principle

- 1 The premium is due on the date shown in the premium invoice.
- 2 If partial payments and an installment plan have been agreed, any unpaid installments of the annual premium continue to be owed. AXA adds a surcharge for each installment.

G 2

Use of partial payments

If Personal Insurance “Professional” includes several insurances and only a partial amount is paid instead of the premiums that are due, the amount is booked in the following order to cover the premiums:

1. For mandatory UVG accident insurance;
2. For accident insurance for the company owner and as supplementary coverage for employees;
3. For daily sickness benefits insurance for the company owner and employees;
4. For accident insurance for customers and visitors and for employees without UVG coverage.

G 3

Premium statement

- 1 If a provisional premium (advance premium) has been agreed, the definite premium is calculated based on the information the policyholder provides annually at the end of each year or after the insurance ends.
- 2 The premiums are calculated based on the UVG salary or the contribution-based AHV salary, up to CHF 300,000 per person per year. Salaries that are exempt from AHV contributions due to the bilateral agreements between Switzerland and the EU on the free movement of persons or the age of the insured person are also subject to contributions.
- 3 If a fixed annual salary has been agreed in advance for persons mentioned by name in the policy, the amount is also included in the premium statement.
- 4 AXA can request to view any relevant company documents (e.g. salary records, receipts) and, in particular, request copies of the AHV declaration in order to verify the information that has been provided. AXA also has the right to view documents at the AHV office directly.
- 5 Additional premiums or repayments from resulting premium reductions are due when the statement is sent.
- 6 The definite premium of the previous year is the new advance premium for the insurance year that follows the statement.

- 7 If the policyholder fails to provide the information that AXA needs in order to calculate the definite premium within the specified period, AXA will estimate the premium.

- 8 The policyholder has the right to object to a premium estimate from AXA within 30 days after having received the statement. The estimated premium is deemed to have been accepted unless the objection reaches AXA within this period.

G 4

Combination discount

If the combination discount increases because a new insurance has been added or an existing one has changed, the higher combination discount applies also to the remaining VVG insurances. If the combination discount decreases because another insurance has been terminated or changed, the combination discount will decrease also for the remaining VVG insurances as of the change.

G 5

Change of premium rate

- 1 If the premium rate changes, AXA can request a contract adjustment as of the following insurance year. In this case it must inform the policyholder about the new premium rates no later than 25 days before the premium is due. The policyholder can terminate the contract to the end of the insurance year if it objects to the change. Notice of termination must reach AXA no later than on the last day of the insurance year. The absence of notification is deemed to be acceptance of the change.
- 2 The UVG provisions apply to mandatory UVG accident insurance. It is not possible to terminate the insurance because of a change in the premium rate.
- 3 Termination is possible only for the insurance that is affected by a change in premium rate. The remaining policies under Personal Insurance “Professional” remain in effect.

H Loss event

H 1

Rights of the policyholder

- 1 If a loss event occurs that is likely to result in benefits being paid, the policyholder has the right to request AXA's advice and support also during the waiting period. AXA's advice and support includes, in particular, verifying the plausibility of incapacity for work, helping the insured person reintegrate into the workplace, implementing measures to avoid long-term effects, and combating insurance fraud.
- 2 AXA can request reasonable co-payments from the policyholder for individual cases involving third-party services or particularly complex and costly measures.

H 2

Information obligations of the policyholder

The policyholder must inform the insured persons in a suitable way (e.g. by distributing copies of the GIC and/or summary sheets) about the obligations that apply in case of a loss event.

H 3

Obligations during claims adjustment

- 1 The policyholder and the insured person must notify AXA immediately whenever they become aware of a loss event that is likely to result in benefits being paid. Immediate notification is always required if the accident results in incapacity for work of more than 30 days or at the latest on expiry of the agreed waiting period for entitlement to daily benefits.
- 2 If an insurance case is likely to lead to benefit payments, proper medical treatment must be administered as quickly as possible. The doctor's instructions must be followed. The person must abstain from all activities and actions that could worsen the condition or delay recovery.
- 3 Every insured person is obligated to undergo a medical examination or an assessment by doctors mandated by AXA, even at short notice.
The insured person must release the doctors who are treating or have treated him from their secrecy obligations toward AXA and authorize them or an expert designated by AXA to release information to AXA.
- 4 AXA has the right to conduct client visits and inquiries at the workplace for the purpose of clarifying the loss event. The policyholder and the insured person must support AXA's employees in a suitable way during such inquiries.
- 5 AXA has the right to request additional documents and relevant information (e.g. references, salary statements, descriptions of the workplace, etc.) and inspect official documents (e.g. extracts of AHV statements) for the purpose of clarifying the loss event.

At AXA's request, the policyholder and the insured person must authorize other insurers and offices involved in handling the same loss event, or that could provide relevant information, to release such information to AXA.

- 6 If the loss event results in incapacity for work and payment of the corresponding amounts,
 - AXA must be notified immediately when the insured person starts or resumes work, changes his activity, attempts to do work, or terminates or adjusts the working relationship;
 - the insured person must inform AXA when he receives payments from a third party, and
 - the insured person must notify the disability insurer (IV) about any likely entitlement to benefits (pension, retraining, or other occupational measure) on time. Registration with the IV office must take place at the latest following a written request by AXA.

At AXA's written request, the insured person must also register with other insurers, social insurers and/or public offices (in particular the unemployment insurance office and the relevant BVG institutions) in order to obtain benefits.

- 7 If death might also be attributed to causes other than the accident, AXA must be informed in good time so that an autopsy can be performed at its expense before the funeral.

H 4

Sanctions in case of a breach of rules of conduct

- 1 If the claims notice reaches AXA more than 3 months after the end of the waiting period or the beginning of incapacity for work, the payments (daily benefits and pension) are issued at the earliest as of the date on which the notification reaches AXA. The current period of incapacity for work is added to the benefit period. If the insured person refuses to follow AXA's instructions to register with the IV office or fails to register on time despite AXA's written instructions and thus delays the claim notification, daily benefits are reduced by the maximum single IV pension from the 365th day following the day on which the person became incapacitated.
- 2 AXA can reduce or deny benefits entirely in cases involving further serious culpable violations of the rules of conduct.
- 3 If rules of conduct are violated in connection with AXA's instructions during a loss event, benefits are reduced or denied only if AXA has issued prior written warning against the consequences.
- 4 Benefits are not reduced or denied if the violation of the rules of conduct is proven to have had no effect on investigating and establishing eligibility to benefits for the loss event and does not influence the amount in benefits from the event.

H 5

Termination in case of a loss event

- 1 After every loss event for which AXA pays benefits, the policyholder can terminate the insurance at the latest 14 days after having become aware of the payment. Insurance coverage ends when notice of termination reaches AXA.

- 2 AXA has the right to terminate the contract after every loss event, at the latest when it makes the last partial payment. In this case, coverage ends 14 days after AXA's notice of termination reaches the policyholder.

I Loss ratio bonus

I 1

Basic principle

- 1 Provided this is shown in the policy, the policyholder receives a portion of any surplus that is due from its contract. Entitlement to a surplus arises after 3 full consecutive insurance years with surplus participation rights. Entitlement to a surplus arises if medical expenses are insured or the insured employees are covered for daily benefits.
- 2 If the portion used for calculating the surplus changes during the accounting period, the surplus is weighted pro rata.
- 3 Entitlement to a loss ratio bonus ends if the insurance is cancelled before the end of the accounting period.

I 2

Statement

- 1 The statement is prepared at the earliest 5 months after the accounting period ends. Furthermore, the definite premium statements must have been issued, the premiums for the respective periods must have been paid and the relevant accidents must have been settled for both insurances that are eligible for a loss ratio bonus.

- 2 The statement always covers both insurances that are eligible for a loss ratio bonus. The statement is issued even if only one of the two insurances fulfills the requirement of having been in effect for 3 full consecutive insurance years.
- 3 The cost of handling claims brought during the accounting period as well as of claims assumed from a previous insurer is deducted from the paid premium portion shown in the policy; pensions are included at cash value. If there is a surplus, the policyholder receives the portion shown in the policy. A loss is not carried forward to the next accounting period.
- 4 A new statement on surplus participation is issued if accidents are notified after the statement has been issued or further payments are made for an accounting period that has ended. AXA can claim back surplus portions that have already been paid.

J Final provisions

J 1

Place of jurisdiction

- 1 Disputes arising from compulsory UVG accident insurance are subject to the procedural provisions in accordance with the Federal Act on the General Part of the Social Security Law (ATSG).
- 2 The policyholder or eligible claimant can institute proceedings against AXA regarding VVG coverage at the following locations:
 - The place of residence in Switzerland;
 - The place of work in Switzerland;
 - In Winterthur.

J 2

Applicable law

Supplementing these General Insurance Conditions and the special conditions for the individual insurances mentioned below, the following applies:

- For mandatory UVG accident insurance: The UVG and ATSG, as well as any associated ordinances;
- For accident insurance for the company owner and as supplementary coverage for employees: The UVG and any associated ordinances as well as the VVG, provided no other arrangement has been expressly agreed;
- For the remaining insurances: The VVG.