Supplementary Insurance Conditions (SIC)

CAPITAL from AXA

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Supplementary Insurance Conditions (SIC)

Part A
General

A1 What is the purpose of the insurance?

With CAPITAL, capital is insured to cover the economic consequences of
- disability due to an accident;
- death due to an accident;
- disability due to illness and
- death due to illness.

The insured capital benefits are paid out in accordance with the following provisions, regardless of any benefits derived from any other private or social insurance. This insurance is fixed-sum insurance.

A2 Who is the insurance carrier?

AAXA Life Ltd., General-Guisan-Strasse 40, 8401 Winterthur (hereinafter "AXA Life"). AXA Insurance Ltd. (hereinafter "AXA") has concluded a collaboration agreement (group insurance contract) with AXA Life.
AXA carries out the administrative tasks on behalf of the insureds.

A3 What do I need to know about the insurance coverage?

A3.1 Coverage begins at the earliest on day 8 (eight) following the birth.

A3.2 The insurance coverage applies worldwide.

A3.3 In amendment of para. C6 GIC, the benefits are paid independently of any other insurance benefits.

A3.4 Statutory provisions on indemnity limits, for example regarding children (see Art. 131 ISO), are applicable.

A4 What is not insured?

Supplementary to para. C3 GIC, there is no entitlement to benefits
- if disability is caused intentionally. This also applies if the insured carried out the action that led to their disability while in a state of inability to exercise sound judgment that they brought about intentionally;
- for pre-natal damage, damage due to premature birth, congenital defects and their consequences;
- for suicide and the consequences of attempted suicide. This also applies if the insured carried out the action that led to their death while in a state of inability to exercise sound judgment that they brought about intentionally.

A5 Who are the eligible beneficiaries in the event of death?

A5.1 The beneficiaries are the legal heirs of the insured in the order of their inheritance rights, to the exclusion of the community. In the case of multiple legal heirs, these are entitled to a share in accordance with their legal inheritance quota. Persons with whom the insured lived in a domestic partnership without interruption during the last five years before their death or who are responsible for the maintenance of one or more joint children are considered equal to marriage partners. Any natural persons who were supported to a significant degree by the insured are considered equal to the heirs.

A5.2 The insured may, at any time, appoint one or more beneficiaries (natural persons) in amendment of para. A5.1 and specify their entitlements in detail.

A5.3 If there are no eligible beneficiaries according to this para. A5, AXA only pays the burial costs up to CHF 5,000.

A6 When is it necessary to report an illness or accident?

A6.1 If an illness or accident is likely to result in the payment of benefits, the eligible person must report this to AXA without delay.

A6.2 The eligible person must submit all documents required to establish the entitlement to benefits. These include, in particular
- for disability or incapacity for work, a medical certificate; for disability due to illness, the legally binding decision by the disability insurer (IV) in addition;
- in case of death, a clinical confirmation of death and proof of marital status (e.g. family register, certificate of nationality) and
- additional documents required by the insurance carrier.

A7 What happens if both an illness and an accident are causes?

If both an illness and an accident are causes, the benefits are paid according to the shares of an accident or an illness in causing death or disability, based on the expert opinion of a doctor.

A8 Can insurance coverage be taken out for an unborn child?

An unborn child can be insured in advance, provided it is born alive. Coverage begins on day 8 following the birth.

Part B
Disability and death lump sums following an accident

B1 How is an accident defined?

An accident, in amendment of para. B4.1 GIC, is a sudden, unintended detrimental effect from an unusual external factor on the human body that results in physical or mental impairment, or in death.
The insurance covers all occupational and non-occupational accidents that occur during the term of the contract. In amendment of para. B4.2 GIC, occupational diseases are not covered.

B2 What benefits are paid for disability caused by an accident?

B2.1 Entitlement to the insured disability lump sum arises if the insured becomes permanently disabled due to an accident according to Art. 8 of the Federal Act on the General Part of the Social Security Law (ATSG) and if the following conditions are met.

B2.2 The insured capital is stated in the policy.

B2.3 AXA pays the insured capital based on the disability level as stipulated for the complete loss, loss of use or loss of function of a bodily part or sense based on the table in para. B2.4 (degree of disability table).

B2.4 The following principles are binding when measuring the disability level:

a) Total disability applies in case of loss of or total loss of use of both arms or hands, both legs or feet, or the simultaneous loss of a hand and a foot, total paralysis or total blindness.
b) In case of partial disability, the share of the insured lump sum is paid corresponding to the disability level.

The assessment is carried out according to the degree of disability table below:

Loss / total loss of use	Level of disability
An arm at the elbow or upper arm	70 %
A forearm or a hand	60 %
A thumb and a middle finger	25 %
A thumb, middle finger intact	22 %
Frontal joint of a thumb	10 %
An index finger	15 %
A middle finger	10 %
A ring finger	9 %
A little finger	7 %
A leg at the knee or thigh	70 %
A leg at the lower leg	60 %
A foot	40 %
A big toe	8 %
Other toes, each	3 %
Sight of one eye	30 %
Sight of one eye if the sight of the other eye had been fully lost before the accident occurred	70 %
Hearing in both ears	60 %
Hearing in one ear	15 %
Hearing in one ear if hearing in the other ear had been fully lost before the accident occurred	45 %
Ability to speak	50 %
Sense of smell	10 %
Sense of taste	10 %

B2.5 In case of partial loss or partial loss of use, a correspondingly lower disability level applies.

B2.6 In case of simultaneous loss or simultaneous loss of use of multiple bodily parts, the disability level is generally calculated by adding together the percentages, subject to a maximum of 100 %.

B2.7 Worse consequences of an accident due to the pre-existence of bodily impairments do not carry an entitlement to higher compensation than if the victim of the accident were a physically sound person.

B2.8 If parts of the body had been lost in full or in part or rendered unusable before the accident, the pre-existing disability level will be deducted in determining the disability level.

B2.9 In case of a permanent, severe disfigurement of the human body caused by an accident (aesthetic damage such as scars) that do not result in the loss or loss of use or loss of function of a bodily part or of a sense, but that nonetheless result in an impairment of the social standing of the insured, AXA pays the amount of insurance defined in the policy for disability, at maximum:

- 10 % for the disfigurement of the face and
- 5 % for the disfigurement of other normally visible bodily parts.

Indemnity for aesthetic damage is limited to a maximum of CHF 20,000. An increase in this amount (progression) will not be granted.

B2.10 The entitlement to indemnity is a percentage of the insured capital corresponding to the ascertained disability level. Starting at 26 % disability, indemnity is increased according to the following progression table.

from	to	from	to	from	to
26 %	28 %	51 %	105 %	76 %	230 %
27 %	31 %	52 %	110 %	77 %	235 %
28 %	34 %	53 %	115 %	78 %	240 %
29 %	37 %	54 %	120 %	79 %	245 %
30 %	40 %	55 %	125 %	80 %	250 %
31 %	43 %	56 %	130 %	81 %	255 %
32 %	46 %	57 %	135 %	82 %	260 %
33 %	49 %	58 %	140 %	83 %	265 %
34 %	52 %	59 %	145 %	84 %	270 %
35 %	55 %	60 %	150 %	85 %	275 %
36 %	58 %	61 %	155 %	86 %	280 %
37 %	61 %	62 %	160 %	87 %	285 %
38 %	64 %	63 %	165 %	88 %	290 %
39 %	67 %	64 %	170 %	89 %	295 %
40 %	70 %	65 %	175 %	90 %	300 %
41 %	73 %	66 %	180 %	91 %	305 %
42 %	76 %	67 %	185 %	92 %	310 %
43 %	79 %	68 %	190 %	93 %	315 %
44 %	82 %	69 %	195 %	94 %	320 %
45 %	85 %	70 %	200 %	95 %	325 %
46 %	88 %	71 %	205 %	96 %	330 %
47 %	91 %	72 %	210 %	97 %	335 %
48 %	94 %	73 %	215 %	98 %	340 %
49 %	97 %	74 %	220 %	99 %	345 %
50 %	100 %	75 %	225 %	100 %	350 %

B2.11 In the event of a benefit case, the originally insured disability lump sum is reduced in line with the disability lump sum due without progression. The disability lump sum still insured (rounded up to the next CHF 10,000) can no longer be increased.

B2.12 If the disability level changes due to an insured accident after the disability lump sum has been paid out, the benefit is modified to reflect the new disability level.

B2.13 Only the insured is entitled to the disability lump sum. The entitlement cannot be inherited.

B3 Are there limitations due to age?

From age 70, the insured disability lump sum due to an accident is limited to CHF 100,000 and the progression ends.

B4 What benefits are paid for death caused by an accident?

B4.1 Entitlement to the insured death lump sum arises on the death of the insured due to an accident.

B4.2 The insured lump sum is stated in the policy.

B4.3 For children under 2½ years of age, a maximum of CHF 2,500 is payable as a death lump sum.

B4.4 For children up to 14 years of age, and for persons aged 70 or more, a maximum of CHF 20,000 is payable as a death lump sum.

B4.5 The benefit payable on death is not subject to a reduction by the amount of any disability benefit already paid due to the same accident.

Part C
Disability and death lump sums following illness

C1 How is an illness defined?

In amendment of para. B4 GIC, an illness is any impairment of physical or mental health that is not the result of an accident and that requires a medical examination or treatment or leads to incapacity for work.

C2 What applies to occupational diseases?

For occupational diseases as defined by the Federal Act on Accident Insurance (UVG), there is no entitlement to a disability or death lump sum.

C3 What benefits are paid for disability caused by illness?

C3.1 The entitlement to the insured disability lump sum arises when the insured becomes permanently disabled before reaching the final age due to illness as defined in Art. 8 of the Federal Act on the General Part of the Social Security Law (ATSG).

C3.2 The insured lump sum and the final age are stated in the policy.

C3.3 The disability lump sum paid is based on the disability level according to the legally effective decision of the disability insurance (IV). In the case of a disability level of less than one quarter, there is no entitlement to benefits. A disability level of 70 % or more results in entitlement to the entire insured capital.

C3.4 In the case of a justified absence of a disability insurance (IV) decision (e.g. during temporary residence abroad), the insurance carrier determines the disability level based on the principles of the Federal Act on Disability Insurance (IVG).

C3.5 For children and youths, the insurance carrier bases his decision on the assessment of the disability insurer (IV) (especially considering any helplessness allowance) as well as the treating physicians.

C3.6 Disbursement of the disability lump sum takes place at the earliest after a waiting period of 12 months following the start of disability. If permanent disability is determined prior to expiry of the waiting period, the insured disability lump sum can be paid out earlier in full or in part on request.

C3.7 In the event of a benefit case, the originally insured disability lump sum is reduced in line with the disability lump sum due. The disability lump sum still insured (rounded up to the next CHF 10,000) can no longer be increased.

C3.8 If the disability level changes due to an insured illness after the disability lump sum has been paid out, the benefit is modified to reflect the new disability level.

C3.9 Only the insured is entitled to the disability lump sum. The entitlement cannot be inherited.

C4 Are there limitations due to age?

From age 56, the insured disability lump sum due to illness is limited to CHF 100,000.

C5 What benefits are paid for death caused by illness?

C5.1 Entitlement to the insured death lump sum arises on the death of the insured due to illness before reaching the final age.

C5.2 The insured lump sum and the final age are stated in the policy.

C5.3 For children under 2½ years of age, a maximum of CHF 2,500 is payable as a death lump sum.

C5.4 For children up to 14 years of age, a maximum of CHF 20,000 is payable as a death lump sum.

C5.5 The benefit payable on death is not subject to a reduction by the amount of any disability benefit already paid due to the same illness.

Part D
Cancellation and end of the insurance

D1 When can the insurance be cancelled?

In amendment of para G5.1 GIC, the insured can terminate this insurance policy in writing at any time, effective at the end of a future month of their choice.

D2 When does the insurance end?

Coverage ends as follows, supplementary to para. G2 GIC:

a) With regard to the disability benefit, on payment of the entire insured disability capital.
b) On termination of the collaboration agreement between AXA Life and AXA as at the end of a calendar year, if no new agreement with another insurance carrier is concluded. AXA informs the insured of the cancellation of the existing insurance policies 3 months prior to the end of coverage at the latest.
c) Coverage in the event of death or disability due to illness ends on December 31 after the insured reaches the final age stated in the policy.

D3 Is there an exemption from premiums in the event of incapacity for work or disability?

D3.1 In case of incapacity for work as defined in Art. 6 ATSG or disability due to illness, the insured is exempted from the payment of premiums for the existing capital insurance for illnesses.

D3.2 In case of incapacity for work as defined in Art. 6 ATSG or disability due to an accident, the insured is exempted from the payment of premiums for the existing capital insurance for accidents.

D3.3 The exemption from premiums commences at the earliest following a minimum period of 6 months after a doctor has issued a certificate of incapacity for work.

D3.4 The exemption from premiums ends with the payment of the first disability lump sum or when the insured is again fit for work.

D4 How is my data processed?

D4.1 AXA carries out the administrative tasks on behalf of the insured, whereas AXA Life checks the application in particular, carries out the contract management and processes the benefits.

D4.2 AXA Life has access to all the relevant documents pertaining to contract and claims processing. AXA Life is also entitled to obtain further information or to access documents from third parties (e.g. medical staff) as defined in para. G7.5 GIC.

D4.3 Otherwise, the data processing is carried out by AXA and AXA Life in accordance with para. G7 GIC.

Part E
Miscellaneous

E1 Are age groups used for determining the premiums?

The following age groups are used for determining the premiums:

- 0 to 5 years
- 6 to 10 years
- 11 to 15 years
- 16 to 20 years
- 21 to 25 years
- 26 to 30 years
- 31 to 35 years
- 36 to 40 years
- 41 to 45 years
- 46 to 50 years
- 51 to 55 years
- 56 to 60 years
- 61 to 65 years
- 66 to 70 years
- 71 to 75 years
- 76 years and older

Moving into a new age group may lead to a change in premiums.

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