

General Insurance Conditions (GIC)

Accident insurance /

**Mandatory and voluntary accident insurance in accordance
with the Federal Act on Accident Insurance
(UVG of 20.3.1981)**

Version 01.2017



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Key points at a glance.

This overview informs you about the material content of the insurance contract. The contracting parties' rights and obligations come into being on conclusion of the insurance contract, in particular on the basis of the application, policy, contract terms and statutory provisions.

Legal basis

The provisions of the Federal Act on the General Part of the Social Security Law (ATSG) and the Federal Act on Accident Insurance (UVG) and the associated ordinances apply. The laws and ordinances take precedence over the information that follows.

Who is the insurance carrier?

The insurance carrier is AXA Insurance Ltd, General Guisan-Strasse 40, 8401 Winterthur (hereinafter referred to as "AXA"), a stock corporation domiciled in Winterthur and a subsidiary of the AXA Group.

Who is insured?

- **Mandatory accident insurance pursuant to UVG**
All employees working in Switzerland, including home workers, trainees, apprentices and volunteers.
- **Voluntary accident insurance pursuant to UVG**
All self-employed persons resident in Switzerland and their family members not subject to mandatory accident insurance.

What does the insurance cover?

Occupational and non-occupational accidents are covered. Occupational diseases are deemed to be the equivalent of occupational accidents. Employees who work less than 8 hours per week on average for the same company are only covered against occupational accidents; for them, accidents on the way to work are also deemed to be occupational accidents.

The insurance covers

- Medical expenses such as doctor's treatment, hospital stay in the general ward, etc.;
- Daily benefits: maximum 80% of insured earnings from the third day;
- Disability pension: maximum 80% of insured earnings;
- Surviving dependants' 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. The combined total of all surviving dependants' pensions may not exceed 70% of the insured earnings.

What is not insured?

The insurance does not cover

- Accidents caused intentionally – funeral expenses are covered in such cases, however;
- Accidents during military service abroad and accidents during participation in warlike acts, acts of terror and gang-related crimes.

In case of gross negligence – or if the insured subjects him/herself to exceptional risks or acts of daring – AXA can reduce or refuse its benefits in accordance with the law.

When does coverage begin and end?

Insurance coverage begins on the day on which the employment relationship or entitlement to a salary starts, commencing at the time when the employee begins their journey to work.

Insurance coverage ends

- If mandatorily insured, at the end of the 31st day after the date on which entitlement to at least half the salary ends. For part-time employees who are only insured against occupational accidents, on the last working day;
- If voluntarily insured, 3 months after ceasing to be self-employed or no longer working as a family member – or on enrollment in mandatory insurance.

What has to be done when coverage against non-occupational accidents ends?

- Consider extending by taking out interim accident insurance (maximum 6 months).
- Inform the health insurance fund if accident coverage according to KVG was suspended.

What is meant by "insured earnings"?

Under the UVG, insured earnings refer to gross salaries up to the current statutory maximum of CHF 148,200 per year per person (as of January 1, 2017).

How high is the premium and when is it due?

The premium is based on the premium rates set out in the policy. For the advance premium, the actual premium at year-end is calculated based on the actual UVG salary; any difference from the advance premium is repaid or invoiced. The advance premium for the following year is adjusted accordingly (AVB A4.2).

In the event of changes in the premium rate or the classification of the type and level of business activity, AXA can demand that the insurance contract is modified for the coming year. AXA will announce the new premium at the latest 2 months before the insurance year ends.

Who pays the premium for the mandatory accident insurance?

The employer pays the premium for occupational accident insurance. In general, the employee pays for non-occupational accident insurance; different agreements in favor of the employee are possible.

What are the policyholder's main obligations?

The policyholder must:

- pay the premium on time;
- inform the insured person about the necessary arrangements when leaving the company, e.g. about interim accident insurance, and information to the health insurance fund;
- declare the salaries, except for an agreed flat-rate premium;
- notify AXA of accidents without delay;
- inform AXA of significant changes in the type of business or operating relationships within 14 days.

When does the insurance begin and end?

The insurance begins on the date shown in the policy. The insurance is valid for the period shown in the policy.

The insurance contract renews automatically by one year at a time unless it is terminated on expiry. A contract concluded for less than one year ends on the date shown in the policy.

What data does AXA use and how?

Use of data is governed by the statutory provisions.

General Insurance Conditions (GIC)

Part A General Conditions of the Insurance Contract

A1 Scope of contract

The policy shows which insurances have been purchased. Information about the scope of insurance coverage is provided in the policy, these General Insurance Conditions (GIC), any Additional Insurance Provisions (AIP), and any Special Insurance Conditions (SIC) that may be stipulated.

The insurance covers events that occur during the contract term. The contract term is stated in the policy.

A2 Contract term

The contract begins on the date shown in the policy. It is valid for the term shown in the policy, after which it is automatically renewed for one year at a time. A contract concluded for less than one year ends on the date shown in the policy.

Voluntary coverage for the individual insured person ends

- with termination of the contract;
- on enrollment in mandatory insurance;
- 3 months after they cease to be self-employed or to work as a family member without mandatory insurance coverage;
- on exclusion.

A3 Termination of the contract

A3.1 Termination on the final date

Both contracting parties may give written notice to terminate the contract up to 3 months before its expiration date.

A3.2 Termination by the policyholder in case of an adjustment to the contract by AXA

A5.2 is applicable.

A4 Premiums

A4.1 Amount and due date of premium

The premium stated in the policy is due on the first day of every year of the insurance; the due date for the first premium is stated on the invoice. In case of payment in installments, the installments due during the insurance year are regarded as deferred. AXA may add a surcharge to each installment.

A4.2 Premium calculation for insurance with advance premium

If an advance premium is agreed, the actual premium is calculated on the basis of the UVG salary that the policyholder declares annually as of year-end or on termination of the contract. AXA provides a declaration form to the policyholder on each occasion.

Adjustment premiums or premium repayments fall due on receipt of the premium statement. The definitive premium of the previous year is also the new advance premium for the insurance year that follows the statement.

If the policyholder fails to return the declaration form to AXA by AXA's set deadline, the premium statement is drawn up by AXA on the basis of its ruling.

A4.3 Insurance with flat-rate premium

If a flat-rate premium is agreed, AXA dispenses with the annual premium statement based on the actual salary.

If, under the mandatory insurance, the effective annual salary amount exceeds CHF 40,000, the policyholder must inform AXA.

AXA must also be informed if, under the voluntary insurance, the effective salary up to the UVG limit deviates from the currently insured salary by more than 10%.

A5 Contract adjustment by AXA

A5.1 Notification by AXA

AXA may adjust the contract with effect from the following insurance year if there are changes to:

- the premium rate or the classification of the type and level of business activity according to Art. 92 para. 5 UVG;
- net premiums;
- percentage of the management cost supplement;
- premium supplement for the prevention of accidents;
- contribution for inflation-linked supplements.

Notification of an adjustment to the contract must reach the policyholder no later than 2 months prior to the start of the new insurance year.

A5.2 Termination by the policyholder

If the net premium or the percentage of the premium supplement for management costs is increased, the policyholder is entitled to terminate the contract within 30 days following receipt of the corresponding notification with effect at the end of the current insurance year. The contract then ends at the end of the insurance year.

A5.3 Consent to adjustment of contract

If the policyholder does not terminate the contract, the change to the contract is deemed to have been accepted.

A6 Information obligations

A6.1 Communication with AXA

The policyholder or insured person / eligible claimant must address all communications to the responsible branch office or registered office of AXA.

A6.2 Contract adjustment by AXA

A5 is applicable.

A6.3 Termination of the contract

A3 is applicable.

Need to file a claim? /

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www.axa.ch/report-claim

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