



General Insurance Conditions (GIC)

# **Accident insurance supplementary to UVG coverage**

Version 10.2018

# Table of contents

## Part A General conditions of the insurance contract

A1	Scope of the contract	4
A2	Territorial validity	4
A3	Contract term	4
A4	Termination of the contract	4
A5	Premiums	4
A6	Profit Sharing Agreement	5
A7	Contract change by AXA	5
A8	Information obligations	5
A9	Principality of Liechtenstein	5
A10	Applicable law and place of jurisdiction	6
A11	Sanctions	6

## Part B Insured benefits

B1	Content	7
B2	Exclusions and reductions	7
B3	Insured persons	7
B4	Beginning and end of insurance coverage	7
B5	Suspension of coverage and unpaid leave	7
B6	Medical expenses	8
B7	Insured salary	8
B8	Daily benefits for the company owner and family members working for the company	8
B9	Daily benefits for the employees	9
B10	Daily benefits in case of relapses and late sequelae from previous accidents	9
B11	Disbursement of daily benefits	9
B12	Benefits from third parties	9
B13	Coverage for gross negligence / exceptional risks / hazardous activities under the UVG	10

B14	Posthumous salary	10
B15	Disability pension	10
B16	Surviving dependants' pensions	10
B17	Life partner's pension	10
B18	Lump sum in case of disability	11
B19	Lump sum in case of death	11
B20	Right to transfer to individual insurance	11

## Part C Procedure in the event of a claim

C1	Rights of the policyholder	12
C2	Policyholder's information obligations	12
C3	Obligations in case of claims adjustment	12
C4	Sanctions in case of a breach of rules of conduct	12

## Part D Definitions

D1	Accident	13
D2	Incapacity for work	13
D3	Occupational disability	13
D4	Medical staff	13
D5	AHV salary	13
D6	UVG salary	13
D7	Surplus salary	13
D8	Multiple jobs	13
D9	Occupational disease	13
D10	Abbreviations	13

## Part E Data protection

Data protection	14
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# Key points at a glance

This overview informs you about the material content of the insurance contract, in accordance with Art. 3 of the Federal Act on Insurance Contracts (ICA). 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.

## 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?

The insured persons and person categories are shown in the application and the policy.

## What is insured?

The insurance covers accidents and occupational diseases.

## What risks and losses can be insured?

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

## What does the insurance not cover?

The insurance does not cover the following cases, among others:

- intentionally caused accidents;
- accidents during military service abroad;
- accidents in connection with participation in acts of terror and felonies;
- non-occupational accidents involving employees who work for the policyholder less than 8 hours a week.

Benefit reductions in mandatory accident insurance are possible in connection with grossly negligent acts, exceptional risks or hazardous activities. This gap in coverage can largely be closed with accident insurance supplementary to UVG coverage. However, benefits are also reduced in accordance with the UVG for accidents that occur during the commission of a crime – for example by driving a motor vehicle while intoxicated or grossly disregarding speed limits.

## What benefits does AXA provide?

- Medical expenses
- Daily benefits for the company owner and employees
- Daily benefits in case of relapses and late sequelae from previous accidents
- Coverage of reductions in cases of gross negligence, exceptional risks or hazardous activities as per UVG
- Posthumous salary
- Disability pension
- Surviving dependants' pensions
- Life partner's pension
- Disability and death lump sums

The individual benefits are shown in the application and the policy.

## How much is the premium, and when is it due?

The amount of the premium is calculated by multiplying the payroll amounts shown in the documents by the corresponding premium rates.

If an advance premium has been agreed, the effective payroll amount is determined at the end of the insurance year, after which the definite premium is calculated and any difference from the advance premium is either reimbursed or invoiced. The advance premium for the following year is then adjusted accordingly. If a flat-rate premium is agreed, AXA dispenses with this accounting procedure.

## What happens in case of a favorable claims experience?

Provided this is stated in the documents, a portion of a possible surplus is paid after 3 full consecutive insurance years.

## What are the policyholder's main obligations?

The policyholder must:

- pay the premiums on time;
- report the effective payroll amounts for calculating the definite premiums;
- inform the insured persons about the scope of coverage. AXA assists the policyholder by providing summary sheets;
- inform the insured persons about the rules of conduct in case of a claim;
- inform the insured persons about the option of transferring to individual insurance when leaving the company;
- notify AXA of accidents and occupational diseases;
- inform AXA about risk increases and risk decreases during the contract term;
- on request, allow AXA to view salary records and authorize AXA to inspect the AHV declaration.

## 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. Unless terminated on expiry, the insurance contract renews tacitly for one year at a time.

## Special information for the Principality of Liechtenstein

The applicant is bound by the application to conclude an insurance contract for a period of two weeks after submitting or sending it. If a medical examination is required, the period is four weeks.

If AXA is in breach of the information obligations pursuant to the Insurance Contracts Act or Insurance Supervision Act of the Principality of Liechtenstein, the policyholder has the right to withdraw from the contract within four weeks from the receipt of the policy.

The responsible supervisory authority is the Swiss Financial Market Supervisory Authority (FINMA), 3000 Bern.

## Which definitions apply?

The key terms are explained in Part D under "Definitions."

## What data does AXA use, and how?

Information about the use of data is given under "Data Protection" in Part E.

# General Insurance Conditions (GIC)

## Part A

### General conditions of the insurance contract

#### A1 Scope of the contract

The policy stipulates the insurance coverages which have been taken out. 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.

#### A2 Territorial validity

The provisions of the UVG apply.

#### A3 Contract term

The insurance contract begins on the date shown in the policy. It is valid for the term shown in the policy, after which it is tacitly renewed for one more year.

#### A4 Termination of the contract

##### A4.1 Termination on expiration

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

##### A4.2 Termination in the event of a claim

After a claim for which AXA provides benefits, the contract can be terminated:

- by the policyholder, no later than 14 days after he has become aware of the indemnity payment, whereby coverage ends when AXA receives the notice of termination.
- by AXA, at the latest when the indemnity payment is made, whereby coverage ends 14 days after the policyholder receives the notice of termination.

##### A4.3 Termination in case of risk increase

A8.2.3 applies.

##### A4.4 Termination by the policyholder in case of a change to the contract by AXA

A7.2 applies.

#### A5 Premiums

##### A5.1 Premium amount and due date

A5.1.1 The premium stated in the policy is payable on the first day of every year of the insurance; the due date for the first premium is stated on the invoice. In the case of payment in installments, the installments due during the insurance year are deemed to be deferred. AXA may add a surcharge to each installment.

A5.1.2 Reminders and coverage interruptions are subject to the provisions of the Federal Act on Insurance Contracts (ICA).

A5.1.3 In all other respects, the UVG provisions apply.

##### A5.2 Premium statement

A5.2.1 If a provisional premium was agreed – i.e. an advance premium – the definite premiums are calculated on the basis of information which the policyholder must report to AXA as at the end of each year, or after the insurance ends.

A5.2.2 The premiums are calculated on the basis of the UVG salary or the contribution-based AHV salary, subject however to a maximum of the highest salary per person and year as shown in the policy. Unless agreed otherwise in the policy, a maximum salary of CHF 300 000 per person and year is applicable. Salaries which are not subject to AHV on account of the bilateral agreements regarding the free movement of persons between Switzerland / EU / EFTA or on account of the age of the insured person are nevertheless subject to the contribution obligation.

A5.2.3 Any fixed annual salary agreed in advance for persons mentioned by name in the policy also forms the basis for calculating the premiums.

A5.2.4 In order to verify information, AXA is authorized to inspect all the company's relevant documentation – salary records, substantiating documents, etc. – and to request a copy of the AHV declaration. AXA also has the right to view the requisite documents directly at the AHV office.

A5.2.5 Payments relating to additional premiums and repayments from premium reductions are due when the statement is sent.

A5.2.6 The definitive premium of the previous year is also the new advance premium for the following insurance year.

A5.2.7 If the policyholder fails to provide the information that AXA needs in order to calculate the definite premium within the period specified by AXA, AXA will estimate the premium.

A5.2.8 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.

##### A5.3 Combination discount

If the combination discount is increased or reduced due to a new insurance, a termination or a change, the new combination discount is applicable from then on.

## A6 Profit Sharing Agreement

### A6.1 General

A6.1.1 If shown in the policy, the policyholder receives a portion of any surplus that is due from its contract. Entitlement to a share arises after 3 full consecutive insurance years with surplus participation rights. Entitlement to a surplus is conditional upon insurance of medical expenses or daily benefits for the insured employees.

A6.1.2 If the portion used for calculating the surplus changes during the accounting period, the surplus is weighted on a pro rata basis.

A6.1.3 Entitlement to loss ratio participation ends if the insurance is terminated before the end of the accounting period.

### A6.2 Statement

A6.2.1 The statement is prepared at the earliest 5 months after the accounting period ends, and not until premiums due for the accounting period have been paid and the relevant accidents have been settled.

A6.2.2 The cost of handling claims occurring during the accounting period 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.

A6.2.3 A new statement regarding 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 disbursed.

## A7 Contract change by AXA

### A7.1 Notification by AXA

AXA may adjust the premium rates as of the start of a new insurance year. AXA will notify the policyholder of the change no later than 2 months before the end of the current insurance year. When such an adjustment is made, quotations and applications not yet signed by the policyholder by the date of the notification will lapse.

### A7.2 Termination by the policyholder

If the policyholder does not agree to a premium increase, he may terminate the part of the contract concerned or the entire contract. The notice of termination is valid if it reaches AXA no later than on the last day of the current insurance year.

### A7.3 Consent to a change to the contract

The change to the contract is deemed to have been accepted unless the policyholder gives notice of termination.

## A8 Information obligations

### A8.1 Communication with AXA

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

### A8.2 Risk increase or reduction

#### A8.2.1 General

AXA must be notified without delay if a significant fact disclosed in the application changes during the contract term and this change entails a material increase in risk. In the absence of such notification, AXA is no longer bound by the contract as of that time.

#### A8.2.2 Notification obligation and consequences of omitted notification

The policyholder must inform 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;
- if the company discontinues its business activities.

If notification is late or omitted, benefits from this contract for insured events may be reduced or denied altogether.

#### A8.2.3 Risk increase

If the risk increases, AXA may increase the premiums for the remainder of the contract term or may give notice to terminate the contract within 14 days after receipt of the notification of risk increase, subject to a notice period of 2 weeks. The policyholder has the same right of termination if no agreement can be reached on the premium increase.

#### A8.2.4 Risk reduction

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

### A8.3 Claim

C2 and C3 apply.

### A8.4 Contract change by AXA

A7 applies.

### A8.5 Termination of the contract

A4 applies.

## A9 Principality of Liechtenstein

If the policyholder is resident in the Principality of Liechtenstein or if the policyholder's registered office is located in the Principality, references to provisions of Swiss law in the insurance contract documentation shall relate to the corresponding provisions of Liechtenstein law.

## **A10 Applicable law and place of jurisdiction**

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### **A10.1 Applicable law**

This insurance contract is governed by substantive Swiss law; for policyholders domiciled in or having their registered office in the Principality of Liechtenstein, it is governed by substantive Liechtenstein law.

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### **A10.2 Place of jurisdiction**

Disputes arising from this insurance contract must be brought before the ordinary Swiss courts; in the case of policyholders domiciled or having their registered office in the Principality of Liechtenstein, the matter must be brought before the ordinary Liechtenstein courts.

## **A11 Sanctions**

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The obligation to indemnify shall lapse to the extent and for as long as amounts due under this contract are barred on account of legal sanctions relating to business, trade or finance.

## Part B

# Insured benefits

### B1 Content

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B1.1 AXA pays the benefits shown in the policy for the consequences of accidents and occupational diseases that the insured person suffers during the contract term. The insurance does not cover non-occupational accidents suffered by persons who work for the policyholder for less than 8 hours per week.

B1.2 The insured persons, person categories and benefits are shown in the policy.

### B2 Exclusions and reductions

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B2.1 **The insurance does not cover accidents:**

- resulting from warlike incidents. If the insured person is taken unawares by the outbreak of such incidents abroad, he must leave the war zone within 14 days. After this period has expired without being used, there is no further entitlement to indemnity for this event on the basis of this contract;
- during military service abroad;
- while participating in warlike acts, acts of terror and felonies.

B2.2 Benefits for accidents that occur while the person is committing a crime 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 and makes daredevil passing maneuvers. Benefits for survivors, however, are not reduced.

B2.3 AXA waives the reduction of benefits in case of gross negligence and hazardous activities. Extraordinary risks are also covered, with the exception of B2.1 and B2.2.

B2.4 In divergence from UVG provisions, AXA only pays a prorated indemnity amount if an accident is only a partial cause of the medical treatment, incapacity for work, disability or death.

B2.5 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.

### B3 Insured persons

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B3.1 The insurance covers the persons and person categories shown in the policy that are covered in accordance with the UVG. Unless agreed otherwise, the insurance also covers employees not insured in accordance with the UVG because of the bilateral agreements on the free movement of persons between Switzerland / EU / EFTA.

B3.2 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.

### B4 Beginning and end of insurance coverage

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B4.1 Coverage begins at the earliest on the insurance contract start date shown in the policy. Coverage for the individual insured person begins on the day on which the employment relationship starts or the first entitlement to a salary comes into being – regardless of whether this day is a weekday or a non-working day.

B4.2 Insurance coverage for the individual insured person lapses in the following cases:

- when the insurance ends;
- when the insured person leaves the group of insured persons – no later than 31 days after the entitlement to at least half of the salary ends;
- for the company owner and family members working for the company, on withdrawal from the contract or when the daily benefits period is exhausted;
- when the policyholder's business is discontinued;
- on attainment of age 70, for persons mentioned by name in the policy who have a fixed and agreed annual salary.

### B5 Suspension of coverage and unpaid leave

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B5.1 Coverage for the individual insured person is suspended:

- if employment is interrupted without entitlement to a salary. B5.3 (unpaid leave) is reserved;
- during military service, as long as the insured person is subject to military insurance (MVG).

If the UVG insurance is 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. Under this coverage, insured benefits are provided in addition to MVG benefits.

B5.2 Coverage for the company owner is also suspended in case of a temporary interruption of business activities lasting more than 3 months. Coverage only begins again once business activities have resumed.

B5.3 During an unpaid leave, coverage remains in place for up to 7 months, with the exception of daily benefits insurance. This is conditional upon maintenance of the employment contract and simultaneous coverage by statutory accident insurance in accordance with the UVG, including interim accident insurance. However, no entitlement to daily benefits applies for the intended duration of the period of leave. If the insured person is the victim of an accident during the period of unpaid leave, the days from the beginning of incapacity for work up to the planned resumption date are taken into account for the waiting period and benefit period. No premiums will be due in respect of any of the insured benefits during the period of unpaid leave.

## B6 Medical expenses

- B6.1 Provided this is shown in the policy, AXA assumes the costs arising from an insured event for:
- medical examinations and treatment administered in Switzerland by a service provider under a collaboration and rate contract in accordance with the UVG (hospital ward as shown in the policy);
  - necessary first treatment administered abroad if the insured person has an accident there. AXA can request repatriation of the insured person at AXA's expense;
  - 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;
  - medically necessary travel and transportation;
  - rescue and recovery missions and transportation of the deceased – up to a maximum total of CHF 50 000.
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- B6.2 AXA pays expenses for medical treatments which are effective, appropriate and economical. It covers that part of the benefits that is not covered by social insurance (e.g. health (KVG) or accident insurance (UVG) or comparable coverage from foreign insurers). Costs of hospital stays are paid for the duration of the stay in hospital that is medically indicated as necessary (known as a 'need for acute hospital care'). A need for nursing care on its own does not establish any entitlement to compensation for the costs of a hospital stay. 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, deductible and other fees charged by other social insurers. If the same supplementary benefits are also covered by another ICA insurer, AXA pays only for its prorated benefit portion.
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- B6.3 In addition to the social insurance benefits, AXA pays a contribution to the effective cost of the following items, per accident:
- necessary complementary medical treatment, provided it is administered by a licensed physician;
  - 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 is limited to a maximum of 25 sessions.
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- B6.4 For each accident, AXA pays up to CHF 100 per day, subject to a maximum of CHF 6 000 in total, toward the effective cost of home help services provided in the insured person's household. This provision applies on condition that the person has been medically confirmed as being incapacitated by at least 50%. The home help is not permitted to reside in the same household as the insured person.
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- B6.5 AXA does not pay for nursing and care services that are paid for by a liable third party. If AXA provides benefits instead of another social or private insurer, the insured person must assign his claims to AXA to the extent of the of benefits that were paid. Benefits are discontinued if the insured person refuses to give his consent.

## B7 Insured salary

- B7.1 The maximum pensionable salary per person and year is shown in the policy.  
If no agreement is shown in the policy, a maximum salary of CHF 300 000 per person and year is applicable. Salaries which are not subject to AHV on account of the bilateral agreements regarding the free movement of persons between Switzerland / EU / EFTA or on account of the age of the insured person are nevertheless subject to the contribution obligation.
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- B7.2 Daily benefits are assessed on the basis of the last salary drawn in the insured company prior to the accident. This includes:
- contractually agreed salary components (13th monthly salary, etc.);
  - compensation granted on a regular basis, such as bonuses, gratuities, performance-related premiums and the like;
  - this compensation is determined on the basis of the variable remuneration actually disbursed in the 12 months preceding commencement of the incapacity for work, which is taken into account on a proportionate (prorated) basis;
  - salary adjustments, if agreed in writing prior to the commencement of the incapacity for work.
- Severance payments are not taken into account.
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- B7.3 If the insured person does not have regular gainful employment or if the salary is subject to major fluctuations, the benefits are calculated on the basis of an average salary over the last 12 months or, if this proves to be impossible, on an appropriate average daily wage. In the case of a fixed-term employment relationship, the current compensation is annualized. This serves as the basis for the pensionable salary. When calculating salary-linked lump sum benefits, the insured annual salary is subject to the same provisions as apply to UVG pensions.
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- B7.4 If the annual salary for persons named in the policy is agreed with AXA in advance, this salary is applicable. Any benefits paid by third parties are taken into account only if indemnity insurance rather than fixed-sum insurance has been agreed.

## B8 Daily benefits for the company owner and family members working for the company

- B8.1 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, but at the most for the duration of the benefit period shown in the policy.
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- B8.2 In case of partial incapacity for work, the daily benefits are prorated to the level of incapacity. No entitlement is created in case of incapacity for work of less than 25%.



Days of partial incapacity for work of at least 25% count as full days when calculating the waiting period and the benefit period.

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B8.3 The waiting period begins on the day on which the onset of the insured person's incapacity for work is medically ascertained, at the earliest 3 days before the first medical examination.

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B8.4 If an additional accident occurs during the period of accident-related incapacity, the days of entitlement for the first case are taken into account for the benefit period.

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B8.5 From the date when an AHV retirement pension is drawn, but at the latest as from attainment of the ordinary AHV retirement age, there is an entitlement to daily benefits for a maximum of 180 days in respect of all current and future insurance cases.  
All entitlement to benefits ends once the person reaches the age of 70.

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B8.6 Entitlement to daily benefits ends:

- when the maximum benefit period is reached;
- when full capacity for work is regained;
- as soon as a disability pension is drawn;
- when the insured person dies.

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## B9 Daily benefits for the employees

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B9.1 For insured persons who are medically deemed to be incapacitated, AXA pays the daily benefits shown in the policy in case of full incapacity for work.

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B9.2 In case of partial incapacity for work, the daily benefits are prorated to the level of incapacity.

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B9.3 If the maximum amount in insured UVG earnings changes, the pensionable salary that is insured for employees' daily benefits is adjusted.

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B9.4 From the date when an AHV retirement pension is drawn, but at the latest as from attainment of the ordinary AHV retirement age, there is an entitlement to daily benefits for a maximum of 180 days in respect of all current and future insurance cases.

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B9.5 Entitlement to daily benefits ends:

- when full capacity for work is regained;
- as soon as a disability pension is drawn;
- when the insured person dies.

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B9.6 Benefits are assessed according to UVG regulations and applicable law.

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## B10 Daily benefits in case of relapses and late sequelae from previous accidents

In case of relapses and late sequelae from previous accidents that were not covered or for which the insurer at the time is no longer obligated to pay benefits, the benefits paid by AXA are at maximum 80% of the insured earnings based on the UVG salary, for a period of 6 months.

In addition, AXA pays any further daily benefits insured under the policy for 6 months. If the statutory obligation to continue salary payments in accordance with Art. 324a para. 1 SCO provides for a longer term, the benefit period extends accordingly. An obligation taken on by the policyholder to continue paying the salary beyond the statutory period does not result in an entitlement to benefits.

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## B11 Disbursement of daily benefits

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B11.1 Daily benefits are paid to the policyholder for the duration of the employment. The direct right to claims as per Article 87, ICA, is reserved. Payments destined for the insured person which are disbursed to the policyholder must be forwarded to the insured person without deductions or retentions.

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B11.2 If AXA wrongfully or erroneously pays excessive daily benefits, the indemnity that was paid incorrectly must be repaid by the recipient in response to a written request from AXA.

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## B12 Benefits from third parties

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B12.1 If the insured person is entitled to cash benefits from the disability insurance (IVG), accident insurance (UVG), military insurance (MVG), unemployment insurance, occupational benefits insurance, corresponding foreign insurers, or a liable third party during the same period, AXA supplements these benefits within the scope of its own benefit obligation up to the insured amount in daily benefits. AHV retirement or surviving dependants' pensions are not taken into account; AXA pays the full insured daily benefits. Benefits are not taken into account in case of fixed-sum insurance.  
If the insured person draws maternity allowance as per EOG and suffers an accident, no daily benefit will be paid in addition to the EOG benefits. Daily benefits are disbursed at the earliest when the entitlement to claim under EOG ends.

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B12.2 If the entitlement to pension benefits from a state or occupational insurance provider has not yet been fixed, AXA will pay daily benefits within the scope of its benefit obligation in the form of an advance for the declared accident-related period of incapacity for work. If disability insurance (IVG) or occupational benefits insurance subsequently pay a pension, AXA has a direct claim against these insurers for repayment or offsetting of the benefits paid in advance.

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B12.3 AXA may request the insured person to agree to direct offsetting or repayment of the advance payments which it has made by the aforementioned insurers. Daily benefits are discontinued if the insured person refuses to give his consent.

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B12.4 If AXA provides benefits instead of a liable third party, the insured person must assign his claims to AXA to the extent of its benefits.

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B12.5 If agreed explicitly, third-party benefits are not taken into account (fixed-sum insurance).

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### **B13 Coverage for gross negligence / exceptional risks / hazardous activities under the UVG**

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B13.1 Provided this is shown in the policy, AXA also covers exclusions and reductions applied in accordance with UVG and MVG insurance for accidents that are caused through gross negligence, exceptional risks or hazardous activities.

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B13.2 AXA waives the reduction of benefits in cases of gross negligence, exceptional risks and hazardous activities.

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B13.3 However, the exclusions as per B2.1 and the reductions as per B2.2 are applicable.

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### **B14 Posthumous salary**

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Provided this is shown in the policy, the insurance covers the posthumous salary in accordance with Art. 338 para. 2 SCO for which the policyholder is liable.

In case of relapses and late sequelae from previous accidents that were not insured or in respect of which the insurer at the time is no longer liable for benefits, AXA also pays this posthumous salary if the insured person dies.

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### **B15 Disability pension**

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B15.1 Provided this is shown in the policy, AXA pays the disability pension insured under the policy if the person is disabled. Entitlement to the disability pension ends at the latest on the first day of the month following the attainment of ordinary AHV retirement age, unless another arrangement was expressly agreed.

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B15.2 Benefits are assessed according to UVG regulations and applicable law.

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B15.3 The pensions are adjusted to inflation in accordance with the UVG, subject to a maximum of 10% per year.

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B15.4 The UVG provisions on complementary pensions do not apply.

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### **B16 Surviving dependants' pensions**

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B16.1 Provided this is shown in the policy, AXA pays the surviving dependants' pensions insured under the policy if the insured person dies. These pensions are paid on the basis of the surplus salary as under UVG. Entitlement to a widow's / widower's pension ends at the latest on the first day of the month after which the eligible person reaches ordinary AHV retirement age, unless another arrangement was expressly agreed.

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B16.2 Benefits are assessed according to UVG regulations and applicable law.

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B16.3 A divorced spouse is not entitled to a surviving dependants' pension.

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B16.4 The pensions are adjusted to inflation in accordance with the UVG, subject to a maximum of 10% per year.

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B16.5 The UVG provisions on complementary pensions do not apply.

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### **B17 Life partner's pension**

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B17.1 Provided this is shown in the policy, AXA pays the life partner's pension to the eligible life partner if the insured person dies – unless the same event gives rise to an entitlement to a widow's or widower's pension from the UVG.

A life partnership entitling a partner to claim a pension exists if, at the time of death:

- a) both partners are unmarried and not related to each other, and
  - b) their partnership has not been registered in accordance with the Federal Law on the Registration of Partnerships for Same-Sex Couples of June 18, 2004, and
  - c) both partners have been in a life partnership with one another up to the time of the insured person's death, and at least one of the following three conditions is met in addition:
    - the life partners maintained a joint household without interruptions in the 5 years prior to the death of the insured person, or
    - the surviving life partner was supported to a significant degree by the insured person, i.e. at least during the last two years, the insured person made a decisive contribution to the shared living costs, or
    - the surviving partner must provide support for one or more joint children.
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B17.2 The benefit obligation is limited to a maximum of one life partner's pension per insured person. This pension is paid in equal portions if there are several eligible claimants.

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B17.3 The life partner's pension is calculated on the basis of the insured earnings and is paid as the same percentage as that used to calculate the widow's / widower's pension in accordance with the UVG. The entitlement to this pension ends at the latest on the first day of the month after which the eligible person reaches ordinary AHV retirement age, unless another arrangement was expressly agreed.

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B17.4 Instead of the pension, a surviving female partner receives a single lump sum settlement of five times the annual amount of the pension if said partner is less than 45 years old and the conditions as per B17.1 c are met, but there are no children. For a male partner in such a case, neither a pension nor a settlement is due.

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B17.5 The pensions are adjusted to inflation in accordance with the UVG, subject to a maximum of 10% per year.

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B17.6 The UVG provisions on complementary pensions do not apply.

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## B18 Lump sum in case of disability

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B18.1 AXA pays the disability lump sum shown in the policy if the insured person suffers the following consequences due to the accident:

- loss of income in excess of 10% as per Article 18, UVG;
- significant permanent impairment of physical, mental or psychological integrity as per Article 24, UVG.

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B18.2 The amount of the lump sum is calculated according to the percentage of the disability level or according to the impairment compensation as per the UVG provisions. The higher of the percentages is applied. The disability level and the impairment compensation level cannot be cumulated. The maximum rate is 100%.

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B18.3 The lump sum is due when the UVG pension entitlement starts or the amount in impairment compensation under the UVG has been established with legal effect.

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B18.4 No further benefits are paid nor are any excess benefits reclaimed if the insured person's physical / mental impairment or disability level from the same event changes after a disability lump sum has been paid. AXA reserves the right to claim back any amounts it has paid on account of a fraudulent claim.

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## B19 Lump sum in case of death

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B19.1 Provided this is shown in the policy, AXA pays the lump sum in case of death in equal portions to:

- the spouse of the insured person;
- 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 children entitled to a pension under the UVG;

- in the absence thereof, to the life partner as per B17.1;
- in the absence thereof, to the children of the insured person who are not entitled to a pension under the UVG;
- in the absence thereof, to the natural persons designated as the beneficiaries of this lump sum in the insured person's will;
- in the absence thereof, to the parents of the insured person;
- in the absence thereof, to the siblings of the insured person.

In the absence of any of these surviving persons, AXA will pay the funeral expenses up to the amount of the insured lump sum, subject to a maximum of CHF 20 000.

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B19.2 Any disability lump sum that may have been paid is offset against the death lump sum.

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## B20 Right to transfer to individual insurance

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B20.1 Insured persons residing in Switzerland have the right to transfer to individual insurance from AXA if:

- they leave the group of insured persons;
- the contract ends.

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B20.2 The right to transfer does not apply:

- to company owners;
- if this contract ends and is continued for the same group of persons with another insurer;
- if the insured person changes jobs and transfers to a new employer's insurance;
- after the person has reached the age of 70.

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B20.3 After leaving the insured company, the insured person has a period of 3 months to invoke the right of transfer.

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B20.4 AXA grants insurance cover for the insured person who is transferring in respect of the previously insured medical expenses, daily benefits and lump sums without medical examination – within the scope of the conditions and rates that apply to individual insurance.

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B20.5 Coverage is based on the person's age at the time of transfer to individual insurance. Any restrictions will also be transferred.

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B20.6 The policyholder must inform the departing insured person about the right to transfer to individual insurance and the deadline for such transfer when the person leaves the insured company. AXA assists the policyholder by providing summary sheets.

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## Part C

### Procedure in the event of a claim

#### C1 Rights of the policyholder

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- C1.1 If a loss event occurs that is likely to result in entitlements to benefits, the policyholder is also entitled to take advantage of AXA's advice and support during the waiting period.  
AXA's advice and support includes, in particular, verifying the plausibility of the incapacity for work, helping the insured person reintegrate into the work process, averting long-term effects, and combating insurance fraud.
- C1.2 If the policyholder requests exceptionally extensive or cost-intensive measures, AXA may make financing thereof conditional upon appropriate co-payment by the policyholder.

#### C2 Policyholder's information obligations

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The policyholder must inform the insured persons in an appropriate manner about rules of conduct in case of a claim, for example by issuing the GIC and summary sheets.

#### C3 Obligations in case of claims adjustment

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- C3.1 The policyholder and the insured person must inform AXA immediately if they become aware of an insurance case which is likely to result in entitlements to benefits.
- C3.2 If an insurance case is likely to result in entitlements to benefits, expert medical care must be arranged as quickly as possible. The physician's instructions must be followed. The person must refrain from all activities and actions that could result in deterioration or delay the recovery process.
- C3.3 Every insured person is obligated to undergo an examination or an assessment by physicians mandated by AXA, even at short notice.  
The insured person must release the physicians who are treating or have treated him from their secrecy obligations toward AXA and must authorize them to release information to AXA or to an expert designated by AXA.
- C3.4 AXA has the right to conduct patient visits and inquiries at the workplace for the purpose of clarifying the insurance case. The policyholder and the insured person must assist AXA with such investigations in the appropriate manner.
- C3.5 AXA has the right to request additional documents and other relevant information (e.g. references, salary statements, descriptions of the workplace etc.) and to inspect official documents such as extracts of AHV statements for the purpose of clarifying the insurance case.  
At AXA's request, the policyholder and the insured person must, in individual cases, authorize other insurers and offices which are dealing with the same claim, or which may be able to provide relevant information for processing the benefits, to release information to AXA.

- C3.6 If the insurance case results in incapacity for work and consequently leads to the receipt of cash benefits:
- AXA must be notified immediately if the insured person commences or resumes his activities, if his activity changes, if he attempts to do work or if the employment relationship is terminated or adapted;
  - the insured person must inform AXA of the receipt of cash benefits from third parties;
  - the insured person is obligated to promptly register a likely entitlement to benefits in respect of a pension, retraining, or other occupational measures, etc., with the IV office. 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 public offices (in particular the unemployment insurance office and the relevant BVG institution) in order to obtain benefits.
- C3.7 In case of a death, AXA must be notified promptly so that it can arrange an autopsy at its expense prior to the funeral, if the death might be attributed to causes other than the accident.

#### C4 Sanctions in case of a breach of rules of conduct

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- C4.1 If the notification is received more than 1 month after the commencement of the incapacity for work, cash benefits (daily benefits and pension) will be paid as from the date of receipt of the notification at the earliest. The current period of incapacity for work and the waiting period are taken into account for the benefit period.
- C4.2 Daily benefits are reduced by the amount of the maximum single IV pension from the 365th day following the commencement of the incapacity for work:
- if the insured person refuses to register with the IV office after a request to do so from AXA;
  - if the insured person fails to effect such registration promptly despite a written request from AXA;
  - if the registration is delayed on account of a late claim notification.
- C4.3 In cases involving culpable violations of further rules of conduct, AXA can reduce its benefits or (in serious cases) deny them entirely.
- C4.4 If AXA issues specific written instructions regarding rules of conduct in an insurance case, and if these rules are breached, benefits are reduced or denied only after a written reminder.
- C4.5 Benefits are not reduced or denied as per C4.3 and C4.4 in the following cases:
- if the breach of the rule of conduct is excusable;
  - if the breach of the rule of conduct is proven to have had no effect on defining and determining benefits in connection with the claim;
  - if the breach of the rule of conduct has no effect on the amount of benefits in connection with the claim.

## Part D

### Definitions

#### D1 Accident

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An accident is a sudden, unintended detrimental effect from an unusual external factor on the human body that results in physical, mental or psychological impairment of health, or in death. The provisions of the UVG apply to any accident-like physical injury. Occupational diseases are deemed to be the same as occupational accidents.

#### D2 Incapacity for work

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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. After 6 months of incapacity for work, a position in another profession or area of activity may also be considered reasonable. When determining the degree of incapacity for work in case of an uninterrupted incapacity for work lasting more than one year (365 days), consideration is given only to those consequences of the health impairment affecting the capacity for work from which, according to an objective opinion, recovery can be ruled out. In order to determine these consequences, a recognized diagnosis must be present and appropriate medical treatment must be administered.

#### D3 Occupational disability

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Occupational disability refers to the lasting full or partial accident-related loss of earning capacity in the stable labor market for which the person is qualified and after treatment and reasonable reintegration measures have been administered. To assess whether a case constitutes occupational disability, only the consequences of the person's health impairment must be taken into consideration. In addition, occupational disability exists only if an objective opinion states that a recovery can be ruled out.

#### D4 Medical staff

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Terms such as physician, dentist, hospital and spa are defined according to the provisions of the UVG.

#### D5 AHV salary

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AHV salary refers to the last monthly AHV salary earned at an insured company – including any family allowances in the form of child, training, or household supplements that are customary for the location or industry. For persons without AHVG-compliant coverage because of the bilateral agreements on the free movement of persons between Switzerland and the EU/EFTA, the 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.

#### D6 UVG salary

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UVG salary refers to the pensionable salary in accordance with the UVG.

#### D7 Surplus salary

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The surplus salary is the difference between the definitive AHV salary and the UVG salary.

#### D8 Multiple jobs

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If a person has multiple jobs, the salary subject to premiums per employment relationship is deemed to be the pensionable salary.

#### D9 Occupational disease

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The definition of occupational disease is set out in the UVG provisions.

#### D10 Abbreviations

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**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 October 6, 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 for 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 (Volume 5: 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)

## Part E

# Data protection

While preparing and executing the contract, AXA becomes aware of the following data:

- customer information (name, address, date of birth, gender, nationality, bank account details, etc.), stored in electronic customer files;
- application information (on the risk to be insured, answers to the questions in the application, reports by claims adjusters, information on claims experience from the previous insurer, etc.), stored in the policy files;
- contract information (contract term, insured risks and indemnities, etc.), stored in contract administration systems such as physical policy files and electronic risk databases;
- payment information (dates of premium payments, outstanding amounts, reminders, credit balances, etc.), stored in debt collection databases;
- any available claims information (claim notifications, investigation reports, invoices, etc.), stored in physical claims dossiers and electronic claims application systems.

This information is needed in order to investigate and assess the risk, manage the contract, collect the premiums on time and handle the matter correctly in the event of a claim. The data must be stored for at least ten years after the contract has ended; claims data must be stored for at least ten years after the claim has been settled. AXA undertakes to treat the information it receives as confidential.

AXA is authorized to obtain and process the data necessary for managing the contract and handling claims. If necessary, the data may be exchanged with third parties involved, such as reinsurers and other participating insurers, pledge holders, authorities, lawyers and external claims adjusters. Information may also be passed on to liable third parties and their liability insurers in order to enforce recourse claims. AXA is authorized to inform third parties (e.g. the relevant authorities) to whom insurance coverage has been confirmed if the insurance is suspended, amended or terminated.

Information may also be shared for the purpose of uncovering or preventing insurance fraud.

AXA has the right to request relevant data from external providers in order to assess the customer's creditworthiness.

In connection with an insured event, the medical staff providing treatment must be released from their confidentiality obligations toward AXA.

To simplify administrative procedures, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to the following data:

- master data
- basic contract data
- claims summary
- customer profiles

This data is also used for marketing purposes; advertisements may be sent to the policyholder. Persons who do not wish to receive promotional material can give notice of this by calling 0800 809 809 (AXA 24-hour phone line).

Mutual access to health data is excluded.



## Need to file a claim?

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**[www.axa.ch/report-claim](http://www.axa.ch/report-claim)**

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[www.axa.ch](http://www.axa.ch)  
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