



General Insurance Conditions (GIC)

# **Accident Insurance as a Supplement to AIA Coverage**

Version 07.2021

# Contents

Key points at a glance	4
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## Part A Underlying Provisions of the Insurance Contract

A1	Scope of the contract	6
A2	Territorial scope	6
A3	Term of the contract	6
A4	Termination of the contract	6
A5	Premiums	6
A6	Loss ratio bonus	7
A7	Adjustment to the contract by AXA	7
A8	Duty to provide information	7
A9	Principality of Liechtenstein	8
A10	Applicable law and place of jurisdiction	8
A11	Sanctions	8

## Part B Insured Benefits

B1	Content	9
B2	Exclusions and reductions	9
B3	Insureds	9
B4	Beginning and end of insurance coverage	9
B5	Suspension of insurance coverage and unpaid leave	9
B6	Medical expenses	10
B7	Insured salary	10
B8	Daily benefits for the company owner and family members working for the company	10
B9	Daily benefits for employees	11
B10	Daily benefits in the event of relapses and complications from previous accidents	11
B11	Payment of daily benefits	11
B12	Benefits from third parties	11
B13	Coverage for gross negligence, extraordinary risks, hazardous activities under the AIA	12
B14	Posthumous salary	12
B15	Disability pension	12
B16	Surviving dependents' pensions	12
B17	Life partner's pension	12
B18	Lump sum on disability	12
B19	Lump sum on death	13
B20	Right to transfer to individual insurance	13

## Part C Claims

<b>C1</b>	<b>Rights of the policyholder</b>	<b>14</b>
<b>C2</b>	<b>Duty of the policyholder to provide information</b>	<b>14</b>
<b>C3</b>	<b>Duties in relation to the handling of claims</b>	<b>14</b>
<b>C4</b>	<b>Sanctions in the event of a breach of rules of conduct</b>	<b>14</b>

## Part D Definitions

<b>D1</b>	<b>Accident</b>	<b>15</b>
<b>D2</b>	<b>Incapacity to work</b>	<b>15</b>
<b>D3</b>	<b>Occupational disability</b>	<b>15</b>
<b>D4</b>	<b>Medical staff</b>	<b>15</b>
<b>D5</b>	<b>OASI salary</b>	<b>15</b>
<b>D6</b>	<b>AIA salary</b>	<b>15</b>
<b>D7</b>	<b>Surplus salary</b>	<b>15</b>
<b>D8</b>	<b>Multiple jobs</b>	<b>15</b>
<b>D9</b>	<b>Occupational disease</b>	<b>15</b>
<b>D10</b>	<b>Abbreviations</b>	<b>15</b>

# Key points at a glance

This overview provides you with information about the key content of the insurance contract in accordance with Art. 3 of the Federal Act on Insurance Contracts (ICA). The rights and obligations of the contracting parties arise on conclusion of the insurance contract, in particular on the basis of the application, the policy, the insurance conditions and the 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 with registered office in Winterthur and a subsidiary of the AXA Group.

## Who is insured?

The insureds and categories of insureds are specified in the application and the policy.

## What is insured?

The insurance covers accidents and occupational diseases. The scope of coverage is shown in the application and the policy.

## 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 suffers during the term of the contract.

The application shows whether the insurance is an indemnity or a fixed sum insurance.

## What is not covered?

The insurance does not cover the following, among other things:

- accidents caused intentionally;
- accidents during military service abroad;
- accidents that occur while participating in acts of terror or felonies;
- non-occupational accidents involving employees who work for the policyholder less than eight hours a week.

Benefits under compulsory accident insurance may be reduced in the event of gross negligence, extraordinary risks and hazardous activities. This gap in coverage can largely be closed by taking out accident insurance as a supplement to AIA coverage. However, benefits are also reduced as they are under the AIA for accidents that occur while committing an offense, such as 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 the employees;
- Daily benefits in the event of relapses and complications from previous accidents;
- Coverage of reductions in cases of gross negligence, extraordinary risks or hazardous activities under the AIA;
- Posthumous salary;
- Disability pension;
- Surviving dependents' pensions;
- Life partner's pension;
- Disability and death lump sums.

The individual benefits are shown in the application and in 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 actual payroll amount is determined at the end of the insurance year, after which the final 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 has been agreed, AXA will waive this billing procedure.

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

If specified in the documents, a share of any surplus will be paid after three full consecutive insurance years.

## What are the policyholder's main obligations?

The policyholder must:

- pay the premiums on time;
- report the actual payroll amounts for the calculation of the final premiums;
- inform the insureds about the scope of coverage. AXA assists the policyholder by providing summary sheets;
- inform the insureds about the rules of conduct in the event of a claim;
- inform the insureds about the option of transferring to individual insurance when leaving the company;
- notify AXA of any accidents and occupational diseases;
- inform AXA about any increases or decreases in risk during the term of the contract;
- on request, allow AXA to inspect salary records and authorize it to inspect the OASI declaration.

## When does the notice of claim need to be filed?

The policyholder and the insured must inform AXA immediately once they become aware of an event covered by insurance that is likely to result in entitlement to benefits.

## When does coverage begin and end?

Coverage begins on the date specified in the policy. This date may differ from the date in the application. The effective start date of the contract may differ from the start date in the application. As a rule, the date of receipt by AXA of the accepted application applies for the start date. In the event of a medical examination, commencement of the contract is determined following clarification of all medical aspects.

The insurance is valid for the period specified in the policy. Unless the insurance contract is terminated on expiry, it is automatically renewed for another year.

## How to exercise the right of withdrawal.

Pursuant to the ICA, the right of withdrawal is excluded in the case of group personal insurance. (Art. 2a (4) ICA)

The right of withdrawal applies only if the insurance is exclusively for named persons with a fixed salary (company owner, for example).

The policyholder may withdraw from the contract with AXA within 14 days of their acceptance. This deadline will be met if AXA receives notice of withdrawal in writing or in another form of text (e-mail, for example).

On withdrawal, any benefits already received will have to be repaid.

#### **Special information for the Principality of Liechtenstein**

The applicant is bound by the application to conclude an insurance contract within two weeks of submitting or sending the application. This period is extended to four weeks if a medical examination is required.

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

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

#### **What definitions apply?**

The key terms are explained in Part D under “Definitions.”

#### **What data does AXA use and how?**

AXA uses data in compliance with the applicable statutory provisions. More information may be found at [AXA.ch/data-protection](https://www.axa.ch/data-protection).

# General Insurance Conditions (GIC)

## Part A Underlying Provisions of the Insurance Contract

### A1 Scope of the contract

The policy specifies what insurance has been taken out. The policy, these General Insurance Conditions (GIC), any Additional Insurance Conditions (AIC) and any Special Insurance Conditions (SIC) that may apply provide information about the scope of coverage. The insurance covers events that occur during the term of the contract. The term of the contract is specified in the policy.

### A2 Territorial scope

The insurance is valid worldwide. The continuation of insurance coverage for persons posted abroad remains valid analogous to the OASI confirmation of posting.

### A3 Term of the contract

The insurance contract begins on the date specified in the policy. It is concluded for the term specified in the policy, after which it is automatically renewed for another year. AXA may reject the application.

### A4 Termination of the contract

#### A4.1 Termination on expiry

Either contracting party may terminate the contract in writing up to three months prior to its expiry.

#### A4.2 Ordinary termination

Either contracting party may terminate the contract in writing or in another form of text (e-mail, for example) up to three months prior to its expiry. If the term of the contract is longer than three years, the parties may terminate it at the end of the third year or every subsequent year by giving notice in writing or in another form of text (e-mail, for example).

#### A4.3 Termination in the event of a claim

Following a claim for which AXA provides benefits, the contract may be terminated as follows:

- by the policyholder, no later than 14 days after they become aware of the payment of the benefit, with coverage ending 14 days following receipt by AXA of the notice of termination;
- by AXA, no later than on payment of the benefit, with coverage ending 14 days following receipt by the policyholder of the notice of termination.

#### A4.4 Termination in the event of an increase in risk

A8.2 applies.

#### A4.5 Termination by the policyholder in the event of an adjustment to the contract by AXA

A7.2 applies.

### A5 Premiums

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

The premium specified in the policy is due on the first day of each insurance year; the due date for the first premium is specified in the invoice. In the event of payment in installments, the installments due during the insurance year are deemed to be deferred. AXA may add a surcharge to each installment. The collections process and interruptions in coverage are subject to the provisions of the Federal Act on Insurance Contracts (ICA). The provisions of the AIA apply in all other respects.

#### A5.2 Premium calculation

The classification and structure of the company as well as the premium rate are taken into account for the purpose of calculating the premium. The group as well as the contract-specific claims experience (in accordance with A7.2) may be considered in the calculation of the premium.

#### A5.3 Premium statement

A5.3.1 If a provisional premium was agreed, i.e. an advance premium, the final premium is calculated on the basis of the information that the policyholder is required to report to AXA at the end of each year or following termination of the insurance.

A5.3.2 The premiums are calculated based on the AIA salary or the salary subject to contributions pursuant to the OASIA, but no more than the highest salary per person and year as specified in the policy. Unless agreed otherwise in the policy, a maximum salary of CHF 300,000 per person and year applies. Salaries that are not subject to OASI because of the bilateral agreements regarding the free movement of persons between Switzerland and the EU/EFTA or because of the age of the insured are also subject to contributions. Severance pay is, however, not subject to contributions.

A5.3.3 If a fixed annual salary was agreed in advance for persons named in the policy, this amount will also apply for the calculation of the premium.

A5.3.4 To verify the information, AXA is entitled to inspect all the relevant documentation of the company (salary records, substantiating documents, etc.) and to request a copy of the OASI declaration. AXA is also entitled to inspect the required documents directly at the OASI office.

- A5.3.5 Payments relating to additional premiums and repayments from premium reductions are due on receipt of the statement.
- A5.3.6 The final premium for the previous year serves as the new advance premium for the following insurance year.
- A5.3.7 If the policyholder fails to provide the information that AXA needs in order to calculate the final premium within the period specified by AXA, AXA will estimate the premium.
- A5.3.8 The policyholder has the right to object to any premium estimated by AXA within 30 days of receipt of the statement. The estimated premium is deemed to have been accepted if the objection is not received by AXA within this period.

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**A5.4 Combination discount**  
If the combination discount is increased or reduced due to new coverage, a termination or a change, the new combination discount will apply from then on.

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## **A6 Loss ratio bonus**

### **A6.1 General**

- A6.1.1 If specified in the policy, the policyholder receives a share of any surplus that is due under its contract. Eligibility for a share arises after three full consecutive insurance years in which the policyholder is entitled to a surplus. Entitlement to a surplus is conditional upon insurance of medical expenses or daily benefits for insured employees.
- A6.1.2 If the share used to calculate the surplus changes during the billing period, the surplus is weighted on a pro rata basis.
- A6.1.3 Entitlement to any loss ratio participation ends if the insurance is canceled before the end of the billing period.

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### **A6.2 Statement**

- A6.2.1 The statement is prepared at the earliest five months following the end of the billing period and only once the premiums due for the billing period have been paid and the relevant accidents have been settled.
- A6.2.2 The cost of handling claims filed during the billing period is deducted from the portion of the paid premiums shown in the policy. Pensions are taken into account at present value. If there is a surplus, the policyholder will receive the share specified in the policy. Any loss is not carried forward to the next billing period.
- A6.2.3 A new statement on surplus participation is issued if claims are reported after the statement has been issued or further payments are made for an billing period that has ended. AXA may request the repayment of any surplus shares already paid out.

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## **A7 Adjustment to the contract by AXA**

### **A7.1 Notification by AXA**

If premium rates change, AXA may adjust the contract with effect from the following insurance year. AXA will notify the policyholder of the change no later than two months prior to expiry of the current insurance year. When such an adjustment is made, any quotes and applications not yet signed by the policyholder by the date of the notice will lapse.

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### **A7.2 Premium adjustment at the end of the agreed coverage period**

By means of an experience rating, AXA may adjust the premium rates in accordance with the rate provisions at the end of the contract based on the contract-specific claims experience. The mathematic model used for the experience rating is based on the premiums, the benefits paid (including reserves), the frequency of claims and the group claims experience. The observation period is deemed to include, in addition to the current insurance year, all of the years the policyholder has been insured with AXA, but at the most the six preceding years. AXA will notify the policyholder of the change no later than two months prior to expiry of the current insurance year.

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### **A7.3 Termination by the policyholder**

The policyholder will then have the right to terminate the part of the contract affected by the change, or the entire contract, with effect from the end of the current insurance year. At the end of the insurance year, those parts of the contract specified for termination by the policyholder will then expire. Notice of termination must be received by AXA no later than on the last day of the current insurance year.

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### **A7.4 Acceptance of an adjustment to the contract**

Any adjustment to the contract is deemed to have been accepted unless the policyholder gives notice of termination.

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## **A8 Duty to provide information**

### **A8.1 Communication with AXA**

The policyholder must address all communications to the relevant branch office or to the registered office of AXA.

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### **A8.2 Increase or decrease in risk**

#### **A8.2.1 General**

AXA must be notified immediately if a significant fact disclosed in the application changes during the term of the contract and this change entails a material increase in risk. In the absence of such notification, AXA will no longer bound by the contract for the subsequent period.

#### **A8.2.2 Duty to notify and consequences of failure to notify**

The policyholder must immediately notify AXA of the following:

- any relevant change in the business activity of the insured company;
- any significant reduction in the working hours of the persons named in the policy that lasts for more than three months;
- the discontinuation of the business activity of the company.

If the policyholder fails to notify AXA or notifies it late, the benefits under this contract for insured events may be reduced or denied altogether.

#### **A8.2.3 Increase in risk**

If the risk increases, AXA may increase the premiums for the remainder of the term of the contract or may give notice to terminate the contract within 14 days following receipt of the notification of increased risk, subject to a period of notice of two weeks. The policyholder has the same right of termination if no agreement can be reached on the increase in premium. In both cases, AXA is entitled to the rate-based premium increase from the date of the increase in risk to the date on which the insurance in question expires.

**A8.2.4 Decrease in risk**  
If the risk decreases, AXA reduces the premium commensurately from the date on which it receives written notice from the policyholder.

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**A8.3 Claims**  
C1 to C4 apply.

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**A8.4 Adjustment to the contract by AXA**  
A7 applies.

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**A8.5 Termination of the contract**  
A4 applies.

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## **A9 Principality of Liechtenstein**

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If the policyholder has their domicile or registered office in the Principality of Liechtenstein, the references to provisions of Swiss law contained in the insurance contract documents shall be construed as referring to the corresponding provisions of Liechtenstein law.

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

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**A10.1 Applicable law**  
This contract is subject to Swiss law. For contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence if they differ from these General Insurance Conditions (GIC).

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**A10.2 Place of jurisdiction**  
The ordinary courts of Switzerland have exclusive jurisdiction over any disputes arising out of or in connection with this insurance contract; in the case of policyholders domiciled or having their registered office in the Principality of Liechtenstein, the ordinary courts of Liechtenstein have exclusive jurisdiction over such disputes.

## **A11 Sanctions**

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The obligation to indemnify shall lapse insofar and as long as applicable legal economic, trade or financial sanctions prevent indemnification under this contract.

## Part B

# Insured Benefits

### B1 Content

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**B1.1** AXA pays the benefits specified in the policy for the consequences of:

- accidents and occupational illnesses suffered by an insured during the term of the contract;
- occupational illnesses attributable to harmful exposure during the term of the contract.

The insurance does not cover non-occupational accidents suffered by persons who work for the policyholder for less than eight hours a week.

**B1.2** The insureds, categories of insureds and benefits are specified 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 is taken unawares by the outbreak of such incidents abroad, the insured is required to leave the war zone within 14 days; After this period has expired, there will no longer be any entitlement to insurance benefits for this event under this contract;
- during military service abroad;
- while participating in warlike acts, acts of terror and felonies.

**B2.2** Benefits for accidents that occur during the commission of a crime are reduced in accordance with the standard reductions under the AIA. This also applies to accidents that result when the driver of a motor vehicle consumes alcohol or drugs, grossly disregards the speed limit or is reckless when passing other vehicles. Benefits for survivors, however, are not reduced.

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

**B2.4** In derogation of the provisions of the AIA, AXA pays benefits only on a pro rata basis if the accident is only partly the cause of the medical treatment, incapacity to work, disability or death.

**B2.5** The total entitlement to benefits from all existing accident insurance policies with AXA (with the exception of compulsory accident insurance pursuant to the AIA) per person and event is limited to CHF 10 million.

### B3 Insureds

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**B3.1** The insurance covers the persons and categories of persons specified in the policy that are insured pursuant to the AIA. Unless otherwise agreed, the insurance also covers employees not insured pursuant to the AIA because of the bilateral agreements on the free movement of persons between Switzerland, the EU and EFTA.

**B3.2** The insurance also covers the company owner and family members working for the company who are named in the policy but are not insured pursuant to the AIA.

### B4 Beginning and end of insurance coverage

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**B4.1** Insurance coverage begins at the earliest on the insurance contract start date specified in the policy. Insurance coverage for the individual insured begins on the day on which the employment relationship starts or on which entitlement to a salary first begins, regardless of whether this day is a weekday or a non-working day.

**B4.2** Insurance coverage for the individual insured lapses:

- when the insurance ends;
- when the insured leaves the group of insureds, no later than 31 days after entitlement to at least half 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;
- once the policyholder discontinues business;
- when the insured reaches the age of 70, for persons named in the policy who have an agreed fixed annual salary.

### B5 Suspension of insurance coverage and unpaid leave

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**B5.1** Insurance coverage for the individual insured is suspended:

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

If the AIA insurance is suspended because the insured is covered under military insurance, there is still coverage under this contract if the insured is covered for non-occupational accidents in accordance with the AIA. Under this coverage, insured benefits are provided in addition to the MIIA benefits.

**B5.2** Insurance coverage for the company owner is also suspended in the event of a temporary interruption of business activities lasting more than three months. Insurance coverage only begins again once business activities have resumed.

**B5.3** During unpaid leave, coverage remains in place for up to seven months, with the exception of daily benefits insurance. This is conditional upon maintenance of the employment contract and simultaneous coverage through

statutory accident insurance in accordance with the AIA, including interim accident insurance. However, no entitlement to daily benefits applies for the duration of the planned period of leave. If the insured is the victim of an accident during the period of unpaid leave, the days from the beginning of the incapacity to work up until the planned date for resumption of work are taken into account for the waiting period and the benefit period. No premiums are owed for any of the insured benefits during the period of unpaid leave.

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## B6 Medical expenses

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- B6.1** If specified 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 AIA (hospital ward as shown in the policy);
  - the necessary initial treatment administered abroad if the insured has an accident there. AXA can request repatriation of the insured at its expense;
  - replacement or repair of items that replace a body part or a body function. The cost of eyeglasses, hearing aids or dentures is reimbursed only if the insured 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.
- B6.2** AXA pays expenses for medical treatments that are effective, appropriate and economical. It covers the part of the benefits that is not covered by social insurance such as health (HIA) or accident insurance (AIA) or comparable coverage from foreign insurers. The costs of hospital stays are paid for the duration of the hospital stay 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 pursuant to the AIA. However, AXA does not cover deductibles, co-pays or fees charged by other social insurers. If the same supplementary benefits are also covered by another ICA insurer, AXA pays the benefits on a pro rata basis only.
- B6.3** In addition to the social insurance benefits, AXA pays a portion, per accident, of the actual costs of the following items:
- necessary complementary medical treatment provided by a licensed physician;
  - alternative medical treatment provided by a therapist with recognized qualifications.
- The amount paid per accident is a maximum of CHF 100 per session and is limited to a maximum of 25 sessions.
- B6.4** AXA pays, per accident, up to CHF 100 per day, up to a maximum of CHF 6,000, toward the actual costs of home help services provided in the household of the insured. This applies only if the insured’s incapacity to work of at least 50 percent is confirmed by a physician. The domestic help is not permitted to reside in the same household as the insured.

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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 must assign his or her claims to AXA for the amount of the benefits paid out. Benefits will be discontinued if the insured refuses to give his or her consent.

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## B7 Insured salary

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- B7.1** The maximum insured salary per person and year is specified in the policy. If nothing is agreed in the policy, a maximum salary of CHF 300,000 per person and year will apply. Salaries that are not subject to OASI because of the bilateral agreements regarding the free movement of persons between Switzerland and the EU/EFTA or because of the age of the insured are also subject to contributions.
- B7.2** Daily benefits are assessed on the basis of the last salary drawn at the insured company prior to the accident. This includes:
- contractually agreed salary components (13<sup>th</sup> month salary, etc.);
  - compensation granted on a regular basis, such as bonuses, gratuities, performance premiums and the like.
- This compensation is determined on the basis of the variable remuneration actually paid in the twelve months before the incapacity to work began, which is taken into account on a proportionate (pro rata) basis;
- salary adjustments, if agreed in writing prior to the start of the incapacity to work.
- Severance payments are not taken into account.
- B7.3** If the insured 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 twelve months or, if this is not possible, 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 insured salary. When calculating salary-related lump sum benefits, the insured annual salary is subject to the same provisions as apply to AIA 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 will apply. Any benefits paid by third parties will only be taken into account if indemnity insurance was agreed, but will not be taken into account in the event of fixed-sum insurance.

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

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- B8.1** If an insured is deemed by a physician to be unable to work, AXA pays the daily benefits per accident in the case of full incapacity to work after the end of the agreed waiting period, but for no longer than the benefit period specified in the policy.
- B8.2** In the case of partial incapacity to work, the daily benefits are based on the level of the incapacity to work. There is no entitlement to benefits in the case of incapacity to work of less than 25%. Days of partial incapacity to work of at least 25% count as full days for the purpose of 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 incapacity of the insured to work is confirmed by a physician, at the earliest three days prior to the first medical examination.

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

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**B8.5** From the time that the OASI retirement pension is drawn, but at the latest when the regular OASI age of retirement is reached, the insured is entitled to daily benefits for a maximum of 180 days for all current and future insured events combined. All entitlement to benefits ends once the insured reaches the age of 70.

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**B8.6** If the insured is permanently occupationally disabled, fully or in part, after the benefit period for an illness or an accident has been exhausted, the insured annual salary is reduced by the percentage of this occupational disability.

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**B8.7** Entitlement to daily benefits ends:

- once the maximum benefit period is reached;
- once the insured is fully able to resume work;
- as soon as a disability pension is drawn;
- when the insured dies.

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## **B9 Daily benefits for employees**

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**B9.1** If an insured is deemed by a physician to be unable to work, AXA pays the daily benefits specified in the policy in the case of full incapacity to work.

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**B9.2** In the case of partial incapacity to work, the amount of daily benefits is based on the level of incapacity to work.

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**B9.3** If the maximum amount of insured earnings in accordance with the AIA changes, the insured salary for daily benefits for employees is adjusted.

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**B9.4** From the time that the OASI retirement pension is drawn, but at the latest when the regular OASI age of retirement is reached, the insured is entitled to daily benefits for a maximum of 180 days for all current and future insured events combined.

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**B9.5** Entitlement to daily benefits ends:

- once the insured is fully able to resume work;
- as soon as a disability pension is drawn;
- when the insured dies.

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**B9.6** Benefits are assessed in accordance with the AIA provisions and case law.

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## **B10 Daily benefits in the event of relapses and complications from previous accidents**

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In the event of relapses and complications from previous accidents that were not covered or for which the insurer at the time is no longer obligated to pay benefits, AXA pays benefits up to a maximum 80% of the insured earnings based on the AIA salary for a period of six months. In addition, AXA pays any additional daily benefits insured under the policy for six months. If the statutory obliga-

tion to continue salary payments in accordance with Art. 324a(1) CO provides for a longer term, the benefit period is extended accordingly. Any obligation entered into by the policyholder to continue paying the salary beyond the period provided for by statute does not result in any entitlement to benefits.

## **B11 Payment 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 of claim pursuant to Art. 95a ICA remains reserved. Payments for the insured that are paid to the policyholder must be forwarded to the insured without deductions or retentions.

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**B11.2** If AXA wrongly or inadvertently pays excess daily benefits, the benefit that was paid by mistake must be repaid by the recipient on written request by AXA.

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## **B12 Benefits from third parties**

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**B12.1** If the insured is entitled, during the same period, to cash benefits from disability insurance (DIA), accident insurance (AIA), military insurance (MillIA), unemployment insurance, occupational benefits insurance, corresponding foreign insurance or a liable third party, AXA will supplement these benefits within the scope of its own benefit obligation up to the amount of the insured daily benefits. OASI retirement or surviving dependents' pensions are not taken into account; AXA pays the full insured daily benefits. Benefits are not taken into account in the case of fixed-sum insurance. If the insured receives a maternity allowance pursuant to the LECA and suffers an accident, no daily benefit will be paid in addition to the LECA benefits. Daily benefits are paid at the earliest once entitlement to an allowance under the LECA ends.

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

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**B12.3** AXA may request that the insured agree to the direct offsetting or claim for recovery against the above mentioned insurers of the advance payments made by AXA. If the insured refuses to give his or her consent, the daily benefits will be discontinued.

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**B12.4** If AXA provides benefits instead of a liable third party, the insured must assign his or her claims to AXA for the amount of the benefits it paid.

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**B12.5** If expressly agreed, third-party benefits will not be taken into account (fixed-sum insurance).

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## **B13 Coverage for gross negligence, extraordinary risks, hazardous activities under the AIA**

**B13.1** If specified in the policy, AXA also covers exclusions and reductions applied in accordance with the AIA and Millia insurance for accidents due to gross negligence, extraordinary risks or hazardous activities.

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

**B13.3** However, the exclusions pursuant to B2.1 and the reductions pursuant to B2.2 apply.

## **B14 Posthumous salary**

If specified in the policy, the insurance covers the posthumous salary to be paid by the policyholder in accordance with Art. 338 (2) CO. In the event of relapses and complications from previous accidents that were not covered or for which the insurer at the time is no longer obligated to pay benefits, AXA also pays this posthumous salary if the insured dies.

## **B15 Disability pension**

**B15.1** If specified in the policy, AXA pays the disability pension insured under the policy if the insured becomes disabled. Unless expressly agreed otherwise, entitlement to the disability pension ends at the latest on the first day of the month following the date on which the insured reaches the regular OASI age of retirement.

**B15.2** Benefits are assessed in accordance with the AIA provisions and case law.

**B15.3** The pensions are adjusted for inflation in line with the AIA, subject to a maximum of 10% per year, however.

**B15.4** The AIA provisions on complementary pensions do not apply.

## **B16 Surviving dependents' pensions**

**B16.1** If specified in the policy, AXA pays the surviving dependents' pensions insured under the policy if the insured dies. These pensions are paid on the basis of the surplus salary as under the AIA. Unless expressly agreed otherwise, entitlement to a widow's/widower's pension ends at the latest on the first day of the month following the date on which the eligible person reaches the regular OASI age of retirement.

**B16.2** Benefits are assessed in accordance with the AIA provisions and case law.

**B16.3** A divorced spouse is not entitled to a surviving dependent's pension.

**B16.4** The pensions are adjusted for inflation in line with the AIA, subject to a maximum of 10% per year, however.

**B16.5** The AIA provisions on complementary pensions do not apply.

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

**B17.1** If specified in the policy, AXA pays the life partner's pension to the eligible life partner if the insured dies, unless the same event gives rise to entitlement to a widow's or widower's pension under the AIA. A life partnership entitling the partner to a pension exists if, at the time of death:

- both partners are unmarried and not related to each other, and

- their partnership is not registered in accordance with the Federal Act on the Registered Partnership between Persons of the Same Sex of June 18, 2004, and

- both partners were in a life partnership with one another up to the time of the death of the insured, and at least one of the following three conditions is also met:

- the life partners maintained a joint household without interruption in the five years prior to the death of the insured, or
- the surviving life partner was supported to a significant degree by the insured, i.e. at least during the last two years, the insured made a decisive contribution to the shared costs of living, or
- the surviving partner is required to provide support for one or more joint children.

**B17.2** The benefit obligation is limited to a maximum of one life partner's pension per insured. This pension is paid in equal shares if there are several eligible claimants.

**B17.3** The life partner's pension is calculated on the basis of the insured earnings and is paid at the same percentage as that used to calculate the widow's or widower's pension in accordance with the AIA. Unless expressly agreed otherwise, entitlement to this pension ends at the latest on the first day of the month following the date on which the eligible person reaches the regular OASI age of retirement.

**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 she is less than 45 years old and the conditions pursuant to 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 paid.

**B17.5** The pensions are adjusted for inflation in line with the AIA, subject to a maximum of 10% per year, however.

**B17.6** The AIA provisions on complementary pensions do not apply.

## **B18 Lump sum on disability**

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

- loss of earnings of more than ten percent within the meaning of Art. 18, AIA;
- significant permanent damage to physical, mental or psychological integrity within the meaning of Art. 24 AIA.

**B18.2** The amount of the lump sum is calculated based on the percentage of the degree of disability or the integrity compensation pursuant to the provisions of the AIA. The higher of the percentages is applied. The degree of disability and level of the integrity compensation cannot be cumulated. The maximum percentage is 100 percent.

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**B18.3** The lump sum is due once AIA pension entitlement starts or impairment compensation pursuant to the AIA is established with legal effect.

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**B18.4** No further benefits are paid nor are any excess benefits reclaimed if the physical or mental impairment or degree of disability of the insured from the same event changes after a disability lump sum has been paid. AXA reserves the right to reclaim any amounts paid as a result of a fraudulent claim.

## **B19 Lump sum on death**

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**B19.1** If specified in the policy, AXA pays the lump sum in the event of death in equal shares to:

- the spouse of the insured;
- in the absence thereof, to the registered partner in accordance with the Federal Act on the Registered Partnership between Persons of the Same Sex;
- in the absence thereof, to children entitled to a pension under the AIA;
- in the absence thereof, to the life partner as defined in B17.1;
- in the absence thereof, to the children of the insured who are not entitled to a pension under the AIA;
- in the absence thereof, to the natural persons designated as the beneficiaries of this lump sum in the will of the insured;
- in the absence thereof, to the parents of the insured;
- in the absence thereof, to the siblings of the insured.

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.

## **B20 Right to transfer to individual insurance**

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**B20.1** Insureds residing in Switzerland have the right to transfer to individual insurance with AXA if:

- they leave the group of insureds;
- the contract expires.

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**B20.2** The right to transfer does not apply:

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

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**B20.3** After leaving the insured company, the insured has a period of three months to exercise the right to transfer.

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**B20.4** AXA grants insurance coverage to the insured who is transferring for previously insured medical expenses, daily benefits and lump sums without a 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 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.

# Part C

## Claims

### C1 Rights of the policyholder

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**C1.1** If a loss event occurs that is likely to result in an entitlement to benefits, the policyholder is also entitled to take advantage of advice and support from AXA during the waiting period. Advice and support from AXA includes, in particular, verifying the plausibility of the incapacity to work, helping the insured reintegrate into the workplace, preventing long-term effects and fighting insurance fraud.

**C1.2** If the policyholder requests exceptionally extensive or cost-intensive measures, AXA may make the financing of such measures conditional upon an appropriate co-payment by the policyholder.

### C2 Duty of the policyholder to provide information

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The policyholder must inform the insureds in an appropriate manner about what to do in the event of a claim, for example by providing them with the GIC and summary sheets.

### C3 Duties in relation to the handling of claims

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**C3.1** The policyholder and the insured must inform AXA immediately as soon as they become aware of an insured event that is likely to result in entitlements to benefits.

**C3.2** If an insured event is likely to result in entitlement to benefits, professional medical care must be arranged as quickly as possible. The physician's instructions must be followed. The insured must refrain from all activities and actions that could cause a deterioration or delay in the recovery process.

**C3.3** Every insured is required to undergo an examination or an assessment by physicians appointed by AXA, even at short notice. The insured must release the physicians who are treating or have treated him or her from patient confidentiality in relation to 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 insured event. The policyholder and the insured must assist AXA with such clarifications in an appropriate manner.

**C3.5** AXA has the right to request additional documents and other relevant information, such as references, salary statements, descriptions of the workplace, etc., and to inspect official documents such as extracts of OASI statements for the purpose of clarifying the insured event. On request by AXA, the policyholder and the insured are required, in individual cases, to authorize other insurers and offices that are dealing with the same claim, or that may be able to provide relevant information for processing the benefits, to release information to AXA.

**C3.6** If the insured event results in an incapacity to work and consequently leads to the receipt of cash benefits:

- AXA must be notified immediately if the insured commences or resumes work, if his or her work changes, if he or she attempts to work, or if the employment relationship is terminated or altered;
- the insured must inform AXA of the receipt of any cash benefits from third parties;
- the insured is required to promptly register any prospective entitlement to benefits in respect of a pension, retraining or other occupational measures, etc., with the DI office. Registration with the DI office must take place at the latest following a written request by AXA.

On written request by AXA, the insured must also register with other insurers, social insurers and public offices (in particular the unemployment insurance office and the relevant OPA institution) in order to receive benefits.

**C3.7** In the event 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 the event of a breach of rules of conduct

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**C4.1** If the notice is received more than one month following commencement of the incapacity to work, cash benefits (daily benefits and pension) will be paid from the date of receipt of the notice at the earliest. The previous incapacity to 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 DI pension from the 365th day following commencement of the incapacity to work:

- if the insured refuses to register with the DI office after a request from AXA to do so;
- if the insured fails to register promptly despite a written request from AXA;
- if registration is delayed due to a late-filed claim.

**C4.3** In the event of culpable breaches of additional rules of conduct, AXA may reduce its benefits or, in serious cases, deny them altogether.

**C4.4** If AXA issues specific written instructions regarding rules of conduct in an insured event, and if these rules are breached, benefits are reduced or denied only after a written reminder has been sent.

**C4.5** Benefits are not reduced or denied pursuant to C4.3 and C4.4 in the following cases:

- if the breach of the rules of conduct is excusable;
- if the breach of the rules of conduct is proven to have had no effect on defining and determining benefits in connection with the claim;
- if the breach of the rules 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 AIA apply to any accident-like physical injury. Occupational diseases are deemed to be the same as occupational accidents.

#### D2 Incapacity to work

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Incapacity to work means the full or partial inability of an insured to assume a reasonable workload in his or her current profession or field of work as a result of an accident or an illness. After six months of incapacity to work, a reasonable position in another occupation or field of work will also be considered.

For determining the degree of incapacity to work in the case of prolonged incapacity to work lasting more than a year (365 days), consideration is given exclusively to the effects of the health impairment on the capacity to work which, from an objective point of view, cannot be overcome. To determine these effects, a recognized diagnosis must be available and appropriate medical treatment must be administered.

#### D3 Occupational disability

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Occupational disability refers to the permanent full or partial accident or illness-related loss of the ability to earn an income in a profession for which the person is qualified and in a stable labor market after having received treatment and appropriate reintegration measures. To assess whether a case constitutes occupational disability, only the consequences of the health impairment of the insured must be taken into consideration. In addition, occupational disability exists only if, from an objective point of view, it cannot be overcome.

#### D4 Medical staff

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The provisions of the AIA apply for terms such as physician, dentist, hospital and spa.

#### D5 OASI salary

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OASI salary refers to the last monthly OASI salary earned at an insured company, including any family allowances in the form of child, educational or household supplements that are customary for the location or industry. For persons who are not insured in accordance with the OASIA because of the bilateral agreements on the free movement of persons between Switzerland and the EU and EFTA, the salary earned from the insured company, including any family allowances in the form of child, educational, or household supplements that are customary for the location or industry, applies in the same way as under the OASI standards.

#### D6 AIA salary

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AIA salary refers to the insured salary in accordance with the AIA.

#### D7 Surplus salary

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The surplus salary is the difference between the relevant OASI salary and the AIA salary.

#### D8 Multiple jobs

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If an insured has multiple jobs, the salary subject to premiums per employment relationship is deemed to be the insured salary.

#### D9 Occupational disease

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The provisions of the AIA apply for the term occupational disease.

#### D10 Abbreviations

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- OASIA:** Federal Act on Old Age and Survivors' Insurance of December 20, 1946 (SR 831.10)
- GSSLA:** Federal Act on the General Aspects of Social Security Law of October 6, 2000 (SR 830.1)
- UIA:** Federal Act on Compulsory Unemployment Insurance and Benefits on Insolvency of June 25, 1982 (SR 837.0)
- OPA:** Federal Act on Occupational Old Age, Survivors' and Invalidity Pension Provision of June 25, 1982 (SR 831.40)
- LECA:** Federal Act on Compensation for Loss of Earnings for Persons on Military Service or Maternity Leave of September 25, 1952 (SR 834.1)
- InvIA:** Federal Act on Invalidity Insurance of June 19, 1959 (SR 831.20)
- MilIA:** Federal Act on Military Insurance of June 19, 1992 (SR 833.10)
- CO:** Federal Act on the Amendment of the Swiss Civil Code (Part Five: Code of Obligations) of March 30, 1911 (SR 220)
- CC:** Swiss Criminal Code of December 21, 1937 (SR 311.0)
- AIA:** Federal Act on Accident Insurance of March 20, 1981 (SR 832.20)
- ICA:** Federal Act on Insurance Contracts of April 2, 1908 (SR 221.229.1)



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