

# General Insurance Conditions (GIC)

## Helsana Business Accident Compulsory accident insurance

Client information and General Insurance Conditions (GIC)

2018 version

Based on the UVG (Federal Accident Insurance Act)

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## I. Customer orientation on the General Insurance Conditions

### Your compulsory accident insurance at a glance

This client information document contains the key provisions of your compulsory accident insurance pursuant to the UVG. The insurer and contractual partner is Helsana Accidents Ltd, hereinafter referred to as "Helsana".

This client information document is intended to provide a better understanding of key contractual content. Only the contractual bases mentioned in section II of the General Insurance Conditions (GIC) below prevail and are legally binding.

#### What does your insurance cover include?

##### Who is insured?

##### Compulsory accident insurance pursuant to the UVG:

All employees, home workers, people on work placements, volunteers and apprentices are insured.

##### Voluntary accident insurance pursuant to the UVG

This insurance covers self-employed people who have registered with Helsana and their family members if these do not have compulsory cover.

##### What is insured?

Occupational accidents and non-occupational accidents. Occupational illnesses also equate to occupational accidents.

Employees working fewer than eight hours a week for the same employer are covered only in respect of occupational accidents. This includes accidents on the way directly to and from work.

The following benefits will be paid to the insured:

- Medical expenses (treatment by a doctor, hospital stay in a general ward, etc.);
- Daily benefit (maximum of 80% of the insured salary from the third day);
- Integrity compensation (maximum of the highest insured annual salary);
- Disability pension (maximum of 80% of the insured salary in case of full incapacity for work);
- Helplessness allowance;
- Survivor's pension: 40% of the insured salary for widows and widowers, 15% per half-orphan, 25% per full orphan (maximum 70% of the insured salary for several survivors together).

##### What is not insured?

- An accident resulting from a deliberate act;
- Military service with foreign armies, participation in armed conflicts, acts of terror and gang-related crime.

The law also provides for the reduction or refusal of benefits in the event of gross negligence, exceptionally dangerous activities or hazardous behaviour.

##### Insured earnings

An insured salary under the UVG is a gross salary up to the maximum amount stipulated by law (2016: CHF 148,200.00 per person and year).

**What do you need to know about the duration of the contract and the benefits?**

**Start of the insurance cover**

The insurance cover begins on the same day that the employment relationship or entitlement to a salary becomes effective.

**Contract duration**

The contract is normally concluded for three years. It can then be extended annually for one year, provided none of the contractual partners has received notice of cancellation three months prior to expiry of the contract at the latest.

**What must be done when non-occupational accident insurance expires?**

The employer is obliged to inform its departing employees about the continuation of the non-occupational accident insurance cover. The same applies for unpaid holidays in excess of 31 days. Helsana has an information sheet on the extension of insurance for non-occupational accident insurance cover. The extension of insurance can be applied to non-occupational accident cover for up to six months following expiry of additional cover.

The employee must inform their health insurer immediately when the UVG cover expires in case the accident insurance was suspended in compliance with the KVG.

**Contract termination due to cancellation**

Termination of the contract through cancellation does not exempt the policyholder from the obligation to insure its employees under the UVG.

**What should be noted and what obligations arise from the contract?**

**Your obligations as a policyholder and employer**

- To explain the scope of cover to your employees;
- To inform Helsana of material policy changes (such as a change in the type of your business or company or the acquisition of other companies);
- To inform the insured person of their obligations in the event of a claim;
- To inform employees about the necessary arrangements pertaining to departure (e.g. extension of insurance, inclusion of accident cover with the health insurer);
- To pay the premiums on time;
- To report effective payroll amounts for calculating definitive premiums.

**What data does Helsana use?**

**Data protection**

The personal data of insured persons enjoys the full protection afforded by all data protection provisions applicable in individual cases, in particular through the Data Protection Act (DSG) and through Helsana's own data protection requirements. The privacy policy of Helsana may be found at [www.helsana.ch/data-protection](http://www.helsana.ch/data-protection) or a copy may be requested from Customer Service.

Helsana processes data in particular for the purpose of assessing the insured risk, calculating or preparing quotes, issuing policies, during the salary declaration process, in the event of account or address changes, and in order to offer individual products and services from Helsana and partner companies (listed by name on the Helsana website).

If Helsana appoints a service provider to process data, Helsana will ensure that the latter only processes data as Helsana itself is permitted to do. To the extent necessary and in accordance with the applicable data protection standards, Helsana may forward data to third parties involved in processing the contract.

## Important information

### Who pays the premiums for compulsory accident insurance?

The employer pays the occupational accident insurance premium. The employee normally pays the non-occupational accident premium. There may be deviations from this rule to the employee's benefit.

### Changes to the premium tariff and contract amendments

If the net premium rate or administrative cost supplement increases, or if there is a change in the classification or level of the business, Helsana must amend the contract. The amendment comes into effect at the start of the new insurance year. Helsana will inform the policyholder two months before the new premium falls due.

If the policyholder is not in agreement with the increase in the net premium rate or administrative costs, they may cancel the contract within 30 days of receiving notification of the amendment.

### Stay abroad

Insured persons can access expert assistance around the clock in the event of an emergency abroad.

We help take care of administrative procedures such as requesting cost approval for hospital treatment, organising repatriations, and much more.

**24h Emergency Call Centre: 058 340 16 21**

## II. General Insurance Conditions (CGI) for Helsana Business Accident insurance under the UVG

### 1 Basis of the contract

Helsana Accidents Ltd in Dübendorf is the insurance provider.

This contract is based on the following:

- the policy;
- these General Insurance Conditions;
- any Special Insurance Conditions;
- any supplements to the policy;
- the Federal Accident Insurance Act as per the UVG and associated ordinances;
- the Federal Act on the General Part of Social Insurance Law (ATSG) and associated ordinances.

### 2 Contract term, cancellation

- 2.1 Compulsory accident insurance  
The contract is extended annually for one year from the end of the contract term, provided neither contractual partner has cancelled the contract three months, at the latest, prior to expiry of the contract. If the contract term is less than a year, it will expire on the date given in the policy.
- 2.2 Voluntary accident insurance  
Further to 2.1, voluntary insurance for individual insured persons ends:
- on expiry of the contract;
  - when it is incorporated into the compulsory insurance;
  - on exclusion;
  - no later than three months following cessation of the self-employed activity or work as a family member without compulsory cover.
- 2.3 Increase in the net premium rate or administrative cost supplement  
The policyholder has a right of cancellation within 30 days of receiving notice of Helsana's decision to increase the net premium rates or administrative cost supplement. Helsana can implement the contractual change from the following insurance year. In both instances, Helsana must inform the policyholder at least two months prior to the contractual change.

### 3 Setting of definitive premiums

- 3.1 By normal salary declaration  
If there was a provisional premium (advance premium), Helsana will calculate the definitive premium based on the UVG salaries declared by the policyholder at the end of every year or following dissolution of the contract.
- 3.2 By decree  
If the policyholder fails to provide Helsana with the information required to set the definitive premium within the assigned period, Helsana will set the premium by decree.

### 4 Insurance with a flat premium

- 4.1 Compulsory accident insurance  
If there is a flat-rate premium, Helsana will not perform a definitive annual premium calculation based on the declared UVG salaries.
- If the effective annual salary sum under the compulsory insurance exceeds CHF 40 000.–, the policyholder is obliged to inform Helsana accordingly.
- 4.2 Voluntary accident insurance  
If the effective salary for voluntary insurance up to the maximum UVG amount deviates from the previous insured salary by more than 10%, the policyholder is obliged to inform Helsana accordingly.

### 5 Notifications to Helsana

All notifications must be sent to the headquarters in Dübendorf or to the branch office given in the policy.