

2006 Edition

## **General Insurance Conditions (AVB) for Helsana Business Accident UVG Supplementary Insurance**

---



---

**List of Contents**

---

**Basis**

- 1 Basis of the contract
- 2 Insured persons
- 3 Territorial limits
- 4 Subject of the insurance

**Insurance benefits**

- 5 Costs of medical treatment
- 6 Daily hospital allowance
- 7 Daily benefits
- 8 Disability
- 9 Death
- 10 Special risks
- 11 Determining benefits
- 12 Relapses and remote consequences of earlier accidents
- 13 Non-accidental circumstances  
Offsetting against liability claims
- 14 Reduction and refusal of insurance benefits

**General provisions**

- 15 Start and end of insurance
  - 16 Termination
  - 17 Refund of premiums
  - 18 Payroll declaration
  - 19 Alterations to premium tariff
  - 20 Alterations to premium rate
  - 21 Insurance with surplus sharing
  - 22 Transferral to individual insurance
  - 23 Accident notification  
Failure to provide accident notification  
Subsequent payments and request for reimbursement of benefits  
Medical practitioners and rehabilitation institutions
  - 24 Notices
  - 25 Place of jurisdiction
- 

Translation: Only the original German text approved by the Swiss Supervisory Authority is binding.



## Basis

### 1 Basis of the contract

The following form the basis of this contract:

- a) the policy and any supplements thereto;
- b) the statements made by the policyholder or the insured person in the insurance application and any health declarations;
- c) the current General Insurance Conditions (AVB);
- d) any Supplementary Insurance Conditions (ZVB);
- e) the Swiss Federal Law governing Insurance Contracts (VVG);
- f) any special arrangements or agreements, insofar as these have been confirmed by the insurer in the policy as Special Insurance Conditions (BVB);
- g) if the UVG is mentioned in the AVB, this shall be taken to mean the Swiss Federal Law on Accident Insurance (UVG) and the ordinances thereto.

### 2 Insured persons

- a) The insurance shall cover all persons subject to the UVG, i.e.
  - employees who are mandatorily subject to the UVG;
  - persons who are voluntary participants in the insurance.
- b) The policyholder can limit the insurance to certain categories of person, by agreement, which must be specifically mentioned in the policy.
- c) Persons who are voluntary participants in the insurance must also be listed by name in the Supplementary Insurance.

### 3 Territorial limits

The provisions of the UVG shall apply.

### 4 Subject of the insurance

The insurance covers occupational accidents, non-occupational accidents and occupational illnesses in accordance with the Swiss Federal Law on Accident Insurance (UVG), which occur (occupational and non-occupational accidents) or are caused (occupational illnesses) during the period of validity of this Supplementary Insurance. For part-time employees who are covered at the insured company under the legal accident insurance for occupational accidents and occupational illnesses only due to their working hours, this Supplementary Insurance also provides cover only for occupational accidents and occupational illnesses. Accidents on the way to work are deemed to be occupational accidents for such persons. Accidents occurring while the insured person is engaged in Swiss military service and civil defence during peacetime are also covered by the insurance. Such accidents are deemed to be non-occupational accidents.

## Insurance benefits

Insofar as the insurance benefits are specified in the policy, the following provisions apply:

### 5 Costs of medical treatment

- 5.1 For as long as healthcare benefits are provided and costs reimbursed under the accident insurance pursuant to the UVG or under the Swiss Federal Military Insurance, the insurer will assume the following costs insofar as they exceed the legal benefits (Supplementary Insurance):
  - a) the necessary costs of medical treatment carried out or ordered by medical practitioners pursuant to the UVG as well as hospital costs in a semi-private or private room and the costs of treatment, accommodation and subsistence for health cures ordered by a doctor and carried out with the approval of the insurer in a specialist institute;
  - b) during the period of treatment as per Section 5.1a) of the AVB, expenses for the services of qualified care staff or care staff provided by a public or private institution for the care of the insured person, and costs for the rental of patient aids;
  - c) expenses for the initial acquisition of prostheses, spectacles, hearing aids and orthopaedic aids and for their repair or replacement (current replacement value) if they are damaged or destroyed in the event of an occurrence resulting in medical treatment as described in Section 5.1a) of the AVB;
  - d) expenses for the transportation of the insured person made necessary by the accident, provided that such transportation is in connection with medical treatment; however, transportation by aircraft to the nearest hospital which is suitable for treatment is only covered if it is unavoidable for medical or technical reasons. Transportation with vehicles which are not a form of public transport (taxis and similar) are only covered if the insured person cannot reasonably be expected to use public transport (train, tram, bus, etc.).
  - e) expenses for:
    - operations to recover the body of the deceased person, if death is the consequence of an insured accident;
    - search and rescue operations to recover the insured person, up to a maximum of CHF 20,000.
- 5.2 In addition, the insurer will assume the expenses for cleaning, repairing or replacing (current replacement value) items of the insured person's clothing which are damaged in an indemnifiable accident, and for cleaning of vehicles or other items belonging to private individuals who assisted in the recovery and transportation of the injured person, up to a maximum amount of CHF 2,000 per accident.



- 5.3 Furthermore, the insurer will reimburse the insured person's contribution to the cost of accommodation during a stay in a rehabilitation institution which is owed under the accident insurance pursuant to UVG or under the Swiss Federal Military Insurance.
- 5.4 The insurer will issue a guarantee for payment of costs if the insured person is admitted to hospital. If the insurer has no obligation to provide benefits, or such obligation is lower than the benefits promised on the basis of the guarantee for payment of costs, the insured person agrees to reimburse the difference to the insurer within a month.
- 5.5 Insofar as the costs of medical treatment are paid by a liable third party or their insurer, no payment will be made on the basis of this contract. If legal steps are taken against the insurer instead of the liable party, the insured person is obliged to assign all liability claims to the insurer up to the amount of the latter's expenses. If the part of the medical expenses which exceeds the legal benefits is covered by several insurance policies with other licensed insurance companies, this part will only be indemnified once in total. The benefits provided by the insurer will correspond to the proportion of the benefits covered by the insurer to the total amount of benefits covered by all insurers.

## 6 Daily hospital allowance

The insurer will pay the agreed daily hospital allowance for the period of a necessary hospital stay, but at most for as long as healthcare benefits are provided under the accident insurance pursuant to the UVG or under Swiss Federal Military Insurance. Furthermore, the insurer will pay the daily hospital allowance for the duration of health cures ordered by a doctor and carried out with the insurer's approval in a specialist institute. If the insured person requires home nursing care, the insurance will cover the certified additional costs of a person to run the household who was not living in the same household as the insured person before the accident occurred. However, the insurer will pay a maximum of half of the insured daily hospital allowance while there is an entitlement to daily benefits pursuant to the UVG, Swiss Federal Military Insurance, or Swiss Federal Disability Insurance.

## 7 Daily benefits

- 7.1 In the event of complete incapacity to work on a temporary basis which is confirmed by a doctor, the insurer will pay the agreed daily benefits for each calendar day, insofar as the insured person is entitled to daily benefits under the accident insurance pursuant to UVG, Swiss Federal Military Insurance or Swiss Federal Disability Insurance. In the event of partial incapacity to work, the daily benefits will be reduced by an amount corresponding to the level of ability to work. No benefits will be paid for the day on which the accident occurs. An agreed waiting period will commence when the incapacity to work is confirmed by a doctor, but at the earliest on the day after the accident. When determining the waiting period, days of full or partial incapacity to work are counted as full days.
- 7.2 If a liable third party or their insurer has already provided compensation for loss of income, the insurer will pay the outstanding loss of income for insurances under the salary system, but at most the benefits insured under this contract. If legal steps are taken against the insurer instead of the liable party, the insured person is obliged to assign all liability claims to the insurer up to the amount of the latter's expenses. If compensation from the relevant social insurance institutions already covers the full loss of income, there is no entitlement to benefits from the insurer. The daily benefits will be reduced to the extent that they coincide with similar benefits from the social insurance institutions and that they exceed the projected lost earnings. The projected lost earnings are those earnings that the insured person would earn if the accident had not occurred. Otherwise the provisions of the UVG shall apply. If the daily benefits are covered by several insurance policies under the salary system with other licensed insurance companies, the loss of income will only be indemnified once in total. The benefits provided by the insurer will correspond to the proportion of the benefits covered by the insurer to the total amount of benefits covered by all insurers.

## 8 Disability

### 8.1 Lump-sum disability benefit

- a) If the insured person is likely to be permanently disabled as the result of an accident, the insurer will pay the agreed lump-sum disability benefit. The occurrence of loss of income and the extent to which it occurs is not relevant. This is calculated on the basis of the degree of disability, the agreed sum insured, and the benefits option chosen.
- b) Degree of disability  
The provisions of the UVG with regard to the integrity allowance shall apply for determining the degree of disability. In the event of partial loss or partial loss of use, a correspondingly lower degree of disability will be assumed. If several parts of the body or organs are affected simultaneously, the degree of disability, which cannot exceed 100%, is determined by adding together the individual losses.



## c) Benefits options

The lump-sum disability benefit is calculated as follows for each of the agreed benefits options (A, B or C):

	Option A	Option B	Option C
For the part of the degree of disability not exceeding 25%:	on the basis of the simple sum insured	on the basis of the simple sum insured	on the basis of the simple sum insured
For the part of the degree of disability exceeding 25% but not exceeding 50%:	on the basis of twice the sum insured	on the basis of three times the sum insured	on the basis of the simple sum insured
For the part of the degree of disability exceeding 50%:	on the basis of three times the sum insured	on the basis of five times the sum insured	on the basis of the simple sum insured

Consequently, the following percentages of the agreed sum insured are applicable for the disability benefits:

Degree of disability	Benefits option			Degree of disability	Benefits option			Degree of disability	Benefits option			Degree of disability	Benefits option		
	A	B	C		A	B	C		A	B	C		A	B	C
%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%
1 to 25	Proportional to the degree of disability														
26	27	28	26	45	65	85	45	64	117	170	64	83	174	265	83
27	29	31	27	46	67	88	46	65	120	175	65	84	177	270	84
28	31	34	28	47	69	91	47	66	123	180	66	85	180	275	85
29	33	37	29	48	71	94	48	67	126	185	67	86	183	280	86
30	35	40	30	49	73	97	49	68	129	190	68	87	186	285	87
31	37	43	31	50	75	100	50	69	132	195	69	88	189	290	88
32	39	46	32	51	78	105	51	70	135	200	70	89	192	295	89
33	41	49	33	52	81	110	52	71	138	205	71	90	195	300	90
34	43	52	34	53	84	115	53	72	141	210	72	91	198	305	91
35	45	55	35	54	87	120	54	73	144	215	73	92	201	310	92
36	47	58	36	55	90	125	55	74	147	220	74	93	204	315	93
37	49	61	37	56	93	130	56	75	150	225	75	94	207	320	94
38	51	64	38	57	96	135	57	76	153	230	76	95	210	325	95
39	53	67	39	58	99	140	58	77	156	235	77	96	213	330	96
40	55	70	40	59	102	145	59	78	159	240	78	97	216	335	97
41	57	73	41	60	105	150	60	79	162	245	79	98	219	340	98
42	59	76	42	61	108	155	61	80	165	250	80	99	222	345	99
43	61	79	43	62	111	160	62	81	168	255	81	100	225	350	100
44	63	82	44	63	114	165	63	82	171	260	82				

## 8.2 Disability pension in accordance with surplus salaries

- In the event of full disability the insurer will pay the agreed disability pension; in the event of partial disability the insurer will pay correspondingly less. The disability pension will be paid for the same period of time as the pension pursuant to the UVG.
- In all other respects the provisions of the UVG shall apply; those provisions regarding complementary pensions shall not apply, however.
- The provisions of the UVG shall apply with regard to the financing of pensions. The adjustment of pensions to the cost of living shall be carried out in accordance with the provisions of the compulsory accident insurance, but shall be limited to a maximum of 10% per year.

## 8.3 Due date

The benefits owed fall due as soon as the disability which is likely to be permanent has been established, and any daily benefits payments from the UVG insurer have ceased.

## 9 Death

## 9.1 Lump-sum death benefit

If the accident leads to the death of the insured person, the insurer will pay the agreed lump-sum death benefit to the following beneficiaries in this sequence:

- the spouse;
- the children.

Foster children who are entitled to a pension under the legal accident insurance are deemed equivalent to the children;

- the parents.



If the insured person does not have any such surviving relatives, the funeral costs which are not assumed by the legal accident insurance or the Swiss Federal Military Insurance will be paid, up to 10% of the lump-sum death benefit. For insured persons who have not yet completed their 16th year of age at the time of the accident, the death benefit will be CHF 20,000 at most. Disability benefits which have already been paid out as a result of the same accident will be taken into account for the lump-sum death benefit.

- c) The surplus salary is determined on the basis of the same rules as the insured earnings under the legal accident insurance, and forms the basis for the calculation of the daily benefits, the daily hospital allowance and the sums insured for disability and death, as well as for the disability pension and the survivors' pensions.
- d) If the insured earnings are earned from employment with more than one employer, only the salary earned at the insured company will be taken into account.

#### 9.2 Survivors' pensions in accordance with surplus salaries

- a) In the event of death, the insurer will pay the agreed survivors' pensions pursuant to the UVG. The survivors' pensions will be paid for the same period of time as the pensions pursuant to the UVG.
- b) The divorced spouse has no entitlement to a survivor's pension, and the provisions regarding complementary pensions shall not apply.
- c) The provisions of the UVG shall apply with regard to the financing of pensions. The adjustment of pensions to the cost of living shall be carried out in accordance with the provisions of the compulsory accident insurance, but shall be limited to a maximum of 10% per year.

#### 11.3 Profit from insurance

For insured persons who have voluntarily joined the legal accident insurance, the salary agreed with the insurer in advance forms the basis of calculation for determining the insurance benefits. The disability pension and the survivors' pensions will be reduced to the extent that they coincide with similar benefits from the social insurance institutions and that they exceed the projected lost earnings. The projected lost earnings are those earnings that the insured person would earn if the accident had not occurred.

### 10 Special risks

- a) If specified in the policy, the insurer will also pay if benefits are reduced or refused under the insurance pursuant to UVG and the Swiss Federal Military Insurance for accidents which result from gross negligence, exceptionally dangerous activities or hazardous behaviour (except if the accident is caused deliberately).
- b) The basis for premium calculation will be the non-occupational accident premium rate for the legal accident insurance pursuant to UVG.
- c) If pension benefits are owed, the insurer reserves the right to discharge its obligation to provide a pension by means of a lump-sum payment. The insurer has this right to make a lump-sum settlement both when pension payments commence and during the term of the pension.

### 12 Relapses and remote consequences of earlier accidents

In the event of relapses and remote consequences of earlier accidents which were not insured or for which there was no further obligation to provide benefits under the insurance in force at the time, the insurer shall cover the policyholder's statutory obligation to continue the payment of wages as under Art. 324a of the Swiss Code of Obligations (OR) if the insured person becomes unable to work, provided that daily benefits are insured. The waiting period agreed in the contract will be taken into account for the period of benefits. However, there is no entitlement to other benefits such as costs of medical treatment, a daily hospital allowance, or disability or death benefit.

### 11 Determining benefits

#### 11.1 Insurance in accordance with UVG salaries:

The basis for the calculation of the daily benefits and the daily hospital allowance is the salary which is applicable for determining the daily benefits under the legal accident insurance. The sum insured for disability and death is based on the salary which is applicable for calculating the pension under the legal accident insurance.

#### 11.2 Insurance in accordance with surplus salaries:

- a) The surplus salary is the part of the salary which exceeds the UVG maximum.
- b) The basis for calculating the daily benefits is the last salary received before the accident. The maximum insurable salary per person and year is defined in the policy.

### 13 Non-accidental circumstances Offsetting against liability claims

- a) The benefits for the costs of medical treatment, the daily hospital allowance and daily benefits will not be reduced if the damage to the insured person's health is only partly the consequence of an insured accident. If disability is only partly the consequence of an insured accident, the lump-sum disability benefit and the disability pension will be set in accordance with the extent to which the disability was caused by the accident, on the basis of medical certificates. The same shall apply accordingly for setting the lump-sum death benefit and the survivors' pensions.
- b) The benefits provided under this insurance are offset against the policyholder's liability and that of the other company owners in accordance with the extent to which the policyholder is responsible for payment of the premiums.



#### 14 Reduction and refusal of insurance benefits

The provisions of the UVG shall apply. However, the insurer shall not reduce or refuse benefits in the event of accidents which result from gross negligence or hazardous behaviour.

- a) The insurance does not cover accidents occurring:
  - in the event of warlike events in Switzerland;
  - in the event of warlike events abroad; unless the accident occurs within 14 days of such events first breaking out in the country in which the insured person is staying and the outbreak of warlike events in that country took the insured person by surprise;
  - due to earthquakes in Switzerland;
  - in the event of civil commotion (acts of violence against persons or property on the occasion of riotous assemblies, riots or commotions) and the measures taken against them; unless the insured person can prove that they did not participate actively on the side of those causing this disturbance or through incitement;
  - while engaged in foreign military service;
  - while participating in acts of terrorism;
  - while participating in brawls and fights;
  - accidents sustained while committing a crime or other offence;
  - suicide, self-mutilation or attempts to commit such acts; unless the insured person was completely incapable, through no fault of their own, of acting in a reasoned manner at the time of such act, or the act was clearly a result of an insured accident.
- b) Nor does the insurance cover damage to health resulting from exposure to ionising radiation of any kind. However, the insurance does cover damage to health resulting from radiation treatments ordered by a doctor due to an insured accident. Damage to health caused by the effects of radiation suffered in connection with the insured person's occupational activities for the insured company is also covered, however, if benefits can be claimed under the legal accident insurance.  
Otherwise the provisions of the UVG shall apply.

#### General provisions

#### 15 Start and end of insurance

- a) The insurance begins on the date given in the insurance policy or in the insurer's written confirmation of the application for insurance. Until the policy is issued or definitive cover is granted, the insurer may reject the application in writing.
- b) The group contract is concluded for the duration stated in the policy. At the end of this period it shall automatically be renewed for a further year, provided that neither of the contracting parties has received at least three months' prior notice of termination. If the contract is concluded for a period of less than one year, it will expire on the date stated in the policy.

- c) The group contract ends:
  - when notice of termination is given;
  - when the policyholder commences bankruptcy proceedings;
  - when the company headquarters are moved abroad;
  - when the company closes down;
  - at the time of change of ownership;
  - at the latest on expiry of the UVG insurance for the insured company or occupation.
- d) The provisions of the UVG apply to individually insured persons. The insurance shall lapse at the latest on expiry of the UVG insurance for the insured company or occupation.
- e) In lieu of a special agreement to provide extended cover, however, the insurer guarantees the right to transfer to individual insurance pursuant to Section 22 of the AVB.

#### 16 Termination

- 16.1 The contract may be terminated by the policyholder or the insurer during the first year on reaching the expiry date stated in the policy, and subsequently at the end of any year of insurance. Notice of termination must be submitted in writing to the insurer or the policyholder respectively at least three months before the end of the insurance period. The year of insurance commences on the main premium payment date stated in the policy.
- 16.2 The policyholder has the right to terminate the contract whenever the insurer provides compensation for a new accident. Notice of termination must be submitted in writing to the insurer 14 days after notification of the final payment for an accident claim has been received at the latest. The contract lapses when the insurer receives such notice. The insurer waives this right of termination.

#### 17 Refund of premiums

The premium is calculated on the basis of the insured income pursuant to UVG or on the basis of the sum insured as agreed in the contract.

- 17.1 If the premium has been paid in advance for a set period of insurance and the contract is cancelled for legal or contractual reasons before the end of this period, the insurer will reimburse the premium proportionally to the unused part of the period.
- 17.2 However, the premium for the current period of insurance is owed in full if the contract was in force for less than one year at the time when it lapsed and the policyholder has terminated the contract.
- 17.3 A period of insurance commences on the main premium payment date stated in the policy and lasts for one year.



**18 Payroll declaration**

The insurer or third parties acting on their behalf have the right to see the payroll accounting of the policyholder or to request copies of their AHV statement.

**19 Alterations to premium tariff**

The insurer will notify the policyholder in writing of any alterations at least 30 days before the end of the year. If the policyholder is not in agreement with the new tariff they can terminate the parts of the contract affected by the alteration or the whole contract with effect from the end of the year of insurance. If the insurer does not receive notice of termination within 30 days of informing the policyholder of the alteration, the policyholder is deemed to have given their agreement.

**20 Alterations to premium rate**

- a) At the end of the contract, the insurer may adjust the premiums on the basis of claims experience. The current year of insurance and the two to four previous years of insurance shall be taken as the observation period. If the total benefits (including reserves for ongoing claims) exceeds the risk premiums collected, the insurer may adjust the premium rates in accordance with tariff provisions.
- b) The insurer will notify the policyholder of the new premium rates at least 60 days before the main premium payment date. If the policyholder is not in agreement with the change in premium, they may terminate the contract at the end of the current year of insurance. Notice of termination must be submitted in writing to the insurer by the last day of the year of insurance at the latest. If the policyholder fails to terminate the contract, they shall be deemed to have agreed to the continuation of the contract, providing the same terms as before at the new premium rate.

**21 Insurance with surplus sharing**

If the insurance has been agreed with surplus sharing, the policyholder receives a share of any surplus accrued from their contract after three full years of insurance at the earliest, up to a maximum of five full years at the longest, depending on the agreed term of the contract (= accounting period). The benefits for any accidents apportionable to the accounting period will be deducted from the share of the premiums paid as specified in the policy. If a surplus is generated, the policyholder receives the share specified in the policy. If accidents are still pending at the end of an accounting period, the statement of account will be postponed until such time as the claims have been settled in full. Losses accrued will not be carried forward to the next accounting period. The entitlement to a share of surplus will expire if the contract is cancelled before the end of the accounting period.

**22 Transferral to individual insurance**

- 22.1 If an insured person leaves the contractual employment relationship with the policyholder or if the policy is cancelled, the insured person may request to be transferred to individual insurance within three months, provided they are resident in Switzerland. The insurance can only cover those benefits which were previously insured and which are within the scope of the individual insurance. The special risks mentioned in Section 10 are not within the scope of the individual insurance. The insurance is continued at the conditions and tariffs applicable to the individual insurance at the time of transferral.
- 22.2 When dissolving the employment contract, the policyholder must inform the insured persons leaving the insured group of persons of their right to transfer to the individual insurance and the time limit of three months.

**23 Accident notification**

**Failure to provide accident notification  
Subsequent payments and request for  
reimbursement of benefits**

**Medical practitioners and rehabilitation institutions**  
The provisions of the UVG shall apply.

**24 Notices**

- 24.1 To the policyholder:  
All notices to the policyholder or the contact specified by the policyholder will be sent to the last Swiss address known to the insurer.
- 24.2 To the insured persons:  
All notices to the insured persons will be issued by the policyholder. The latter is obliged to inform all insured persons about the key details of the contract.
- 24.3 To the insurer:  
All notices must be addressed directly to the insurer, in German, French, Italian or English. Documents in other languages must be accompanied by an authorised translation.
- 24.4 The policyholder must immediately notify the insurer in writing of any change of business domicile, contact details or type of company, or if there is any change in the ownership of the company.
- 24.5 The policyholder is obliged to notify the insurer immediately in writing if the mandatory or voluntary insurance pursuant to UVG should expire.

**25 Place of jurisdiction**

Actions arising from the insurance contract will be handled by the court of law with jurisdiction for the Swiss domicile of the policyholder or the beneficiary, with jurisdiction for the place of work of the beneficiary, or with jurisdiction for the headquarters of Helsana Accidents Ltd.

