

# Compulsory accident insurance Business Accident

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General Insurance Conditions (GIC)  
Edition 2018

In accordance with the Federal Accident Insurance Act (UVG)



**The Helsana Group comprises Helsana Insurance Company Ltd,  
Helsana Supplementary Insurance Ltd, Helsana Accidents Ltd and  
Progrès Insurance Company Ltd.**



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# I Customer orientation on the General Insurance Conditions

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## Your accident insurance at a glance

This document regulates the conditions pertaining to accident insurance in accordance with the Federal Accident Insurance Act (UVG). You will find here the most important provisions pertaining to your accident insurance according to UVG.. This customer orientation document is not legally binding. The following General Insurance Conditions and the Federal Accident Insurance Act are binding.

### Who is the insurance provider?

Helsana Accidents Ltd, Zürichstrasse 130, Dübendorf

### Who is insured?

#### Compulsory accident insurance under the UVG

All employees, home workers, people on work placement, volunteers and apprentices.

#### Voluntary accident insurance under the UVG

This covers self-employed people who have registered for the insurance and their family members if they don't have compulsory cover.

### What is insured?

Occupational accident and non-occupational accident. Occupational illness also equates to occupational accident.

Employees, who work less than eight hours per week for the same employer, are only insured for occupational accidents, including accidents on the direct way to and from work.

### 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.

### When does insurance cover begin?

Begins on the same day as the employment relationship or entitlement to a salary.

### When does insurance cover end?

#### For persons with compulsory insurance

- If the person worked more than 8 hours per week for the given employer, cover ends on the end of the 31st day following the day on which entitlement to at least half of the previous salary ends;
- If the person worked less than 8 hours per week for the given employer, cover ends on the last working day by the time the direct journey home is completed.

#### For persons with voluntary insurance

- No later than three months following cessation of the self-employed activity or work as a family member without compulsory cover.

### Contract termination due to cancellation

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

### What must be done when non-occupational accident cover expires?

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

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



<b>Which benefits are covered?</b>	<ul style="list-style-type: none"> <li>- Medical expenses (treatment by a doctor, hospital stay in the general ward, etc.);</li> <li>- Daily benefit (maximum of 80% of insured salary starting on the third day);</li> <li>- Disability pension (maximum of 80% of insured salary in case of full incapacity for work);</li> <li>- Integrity compensation (maximum of the highest insured annual salary);</li> <li>- Survivor's pension: 40% of the insured salary for widows and widowers, 15% per half-orphan, 25% per full orphan (maximum 70% of insured salary for several survivors together).</li> </ul>
<b>What is the insured salary?</b>	An insured salary under the UVG is a gross salary up to the maximum amount stipulated by law (as of 2017: CHF 148,200 per person and year).
<b>How is the premium calculated?</b>	<p>The premium is determined by multiplying the relevant total payroll and the premium rates indicated in the policy.</p> <p>If a preliminary premium was set, Helsana will set the definitive premium at the end of each insurance year. Any difference will be reimbursed or invoiced. If there is a flat-rate premium, in case of fixed premiums, no adjustments to premium will be made.</p>
<b>Who pays the premiums for compulsory accident insurance?</b>	The employer pays the occupational accident insurance premium. All premiums are invoiced to and paid by the employer. Employers may ask employees to be reimbursed for the non-occupational accident coverage by the means of payroll deductions or other.
<b>Change in premium rate</b>	<p>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 takes into effect at the start of the new insurance year. Helsana will inform the policyholder two months before the new premium falls due.</p> <p>The policyholder may cancel the contract within 30 days of receiving notification of the amendment, if he or she is not in agreement with the increase in the net premium rate or administrative costs.</p>
<b>What are the obligations of the policyholder?</b>	<p>The policyholder must:</p> <ul style="list-style-type: none"> <li>- pay the premiums on time;</li> <li>- inform the insured persons about the necessary arrangements pertaining to retirement (extension of insurance, inclusion of accident cover with the health insurer as per the KVG);</li> <li>- declare salaries, if the contract does not allow for a flat-rate premium;</li> <li>- notify Helsana immediately of any accidents;</li> <li>- inform Helsana of any major increase in risk within 14 days.</li> </ul>
<b>What is the contract term?</b>	The contract is normally concluded for three years. It is then renewed silently for an additional year, provided a contractual partner has not received notice of cancellation three months, at the latest, prior to expiry of the contract.



**What data does Helsana use and for what purpose?**

Helsana receives the following information for the initiation and performance of the contract:

- client data (name, address, date of birth, sex, bank details etc.), saved in electronic client files;
- application data (answers to questions on the application, health-related data, medical reports, information from the prior insurer about past claims experience);
- contract data (contract term, insured benefits, payrolls etc.), saved in the contract management systems and physical policy dossiers;
- payment data (date of incoming premiums, outstanding amounts, reminders, balances etc.), saved in collection databases;
- any claims data (claim reports from insured persons, clarification reports, invoice documents etc.), saved in electronic claims application systems and physical claims dossiers.

This data is required to review and assess the risk, manage the contract and ensure correct claims processing. The data must be kept for a minimum of ten years following termination of the contract, and claims data for a minimum of ten years (30 years for serious accidents) following settlement of the claim.

It may be necessary to forward the data, in compliance with the applicable.

**Important**

You can find further information in the offer/application or in the policy and General Insurance Conditions (GIC). You may also access our information sheets at [www.helsana.ch/en/companies/documents-downloads](http://www.helsana.ch/en/companies/documents-downloads)



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

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### 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-rate 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.



