

General Insurance Conditions (GIC)

Helsana Business Accident UVG supplementary insurance

Client information and General Insurance Conditions (GIC)

May 2023 issue

Contents

I.	Client information relating to the General Insurance Conditions	1
II.	General Insurance Conditions (GIC)	3
	Basic principles	3
1	Subject of insurance	3
2	Basis of the contract	3
3	Type of insurance	3
4	Definitions	3
	Start and end of the group contract	3
5	Start, duration and end of the group contract	3
6	Cancellation of the group contract	4
	When does the insurance cover take effect?	4
7	When does the insurance cover take effect?	4
8	Unpaid leave	4
9	When does the insurance cover end?	4
10	Transferring to individual insurance	4
	Scope of cover	5
11	Insured person	5
12	Geographical area of validity	5
13	Cover	5
	Insurance benefits	5
14	Treatment costs	5
15	Daily benefit	6
16	Third-party benefits	6
17	Continued payment of salary	7
18	Relapses and late complications of earlier accidents	7
19	Disability	7
20	Death	8
21	Special risks	9
22	Determining benefits	9
23	Restrictions on insurance benefits	10
	Premiums	10
24	Basis for premium calculation	10
25	Payroll declaration	10
26	Premium reimbursement	10
27	Insurance with surplus sharing	11
28	Change in premium rate	11
29	Alterations to premium rate	11
	Final provisions	11
30	Provisions match UVG	11
31	Notices and duty to inform	11
32	Broker clause	12
33	Errors and omissions clause	12
34	Data protection	12
35	Place of jurisdiction	12

I. Client information relating to the General Insurance Conditions

Your UVG supplementary insurance at a glance

This client information document contains the key provisions of your supplementary accident insurance. 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 2 of the General Insurance Conditions (GIC) below prevail and are legally binding.

What does your insurance cover include?

Subject of insurance

With supplementary accident insurance, as an employer, you insure a freely definable group of employees in excess of that which is provided for under UVG or add to the UVG cover with additional benefits.

Self-employed persons can also conclude insurance contracts on a voluntary basis for themselves and their family members who work with them.

Who is insured?

Please refer to your policy for information about which persons or groups of persons you have insured.

What is insured?

The insurance covers accidents, physical injuries and occupational illnesses in addition to compulsory accident insurance under UVG. Occupational illnesses also equate to occupational accidents.

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.

Please refer to your policy for your individually agreed scope of benefits.

Insured earnings

Insured income is calculated based on the maximum amount insured per person, per year indicated in the policy.

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

When does the insurance cover take effect?

For the individual insured person, insurance cover begins on the date the compulsory accident insurance (UVG) starts, but on commencement of the policy contract at the earliest.

Contract duration

The contract is normally concluded for three years. It can then be extended annually for one year, provided a contractual partner has not received notice of cancellation three months, at the latest, prior to expiry of the contract.

When does the insurance cover end?

Insurance cover under this policy ends in the following situations for the individual insured person:

- When the insurance contract comes to an end
- When the insurance cover under compulsory accident insurance (UVG) comes to an end, including the additional coverage period

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 (for instance, a change in the type of operation or the acquisition of other companies)
- To inform the insured person of their obligations in the event of a claim (e.g. contacting the Emergency Call Centre for non-emergencies overseas)
- To inform your employees of their right to switch to individual insurance within three months on departure
- To pay premiums on time
- To report effective payroll amounts for calculating definitive premiums
- To inform Helsana of the expiry of insurance under UVG

How does Helsana protect my data?

Data protection

Insured persons enjoy the full protection of the Federal Data Protection Act and the data protection guidelines of Helsana.

The Helsana Accident Ltd privacy policy may be found at www.helsana.ch/data-protection or a copy may be requested from Customer Service.

Important information

Travelling 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: +41 58 340 16 21

II. General Insurance Conditions (GIC)

Only the original German text is binding.

Basic principles

Helsana Accidents Ltd (hereinafter referred to as "Helsana") provides the insurance benefits in its capacity as party to the insurance contract in relation to the insured persons.

1 Subject of insurance

- 1.1 Helsana UVG supplementary insurance offers insured persons additional protection against the financial consequences of accidents, physical injuries similar to those caused by accidents and occupational illnesses on top of the compulsory accident insurance under the Federal Accident Insurance Act (UVG) of the insured company.
- 1.2 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.

2 Basis of the contract

The following form the basis of the contract:

- 2.1 the policy;
- 2.2 the statements made by the policyholder or the insured person in the insurance application and any health declarations;
- 2.3 these General Insurance Conditions (GIC);
- 2.4 any special arrangements or agreements, insofar as these have been confirmed by Helsana in the policy as Special Insurance Conditions (SIC);
- 2.5 the Swiss Federal Insurance Contract Act (VVG);
- 2.6 the Swiss Federal Accident Insurance Act (UVG).

3 Type of insurance

- 3.1 This supplementary insurance for UVG accident insurance includes coverage in the form of either indemnity insurance or fixed-sum insurance.
- 3.2 Fixed-sum insurance is insurance under which, in the event of a claim, the insured sum agreed in the policy is paid. Proof of the loss that has actually occurred is not required. Benefits provided by third parties (Art. 16) will not be offset against the insurance benefits. In the event of disability, benefits will be provided according to the determined degree of disability.

Fixed-sum insurances include, where a fixed payroll amount or insured sum has been agreed, the following types of coverage (where a per capita premium has been agreed):

- Lump-sum death benefits
- Lump-sum disability benefits

- 3.3 Indemnity insurance is insurance under which, in the event of a claim, only the loss that has actually occurred and can be specifically proven is compensated within the scope of the insured sum agreed.

Indemnity insurance includes:

- all over coverage not designated as fixed-sum insurance.

4 Definitions

- 4.1 Unless stated otherwise, the term definitions as defined in the Federal Act on the General Part of Social Insurance Law (ATSG) apply.
- 4.2 All references to persons apply equally to all genders.
- 4.3 Definition of partner
A partnership giving rise to a claim exists if, at the time of death:
 - a) Said partner lived in the same household and maintained a relationship of cohabitation similar to that of a marriage for the last five years uninterrupted up to the death of the insured person.
 - b) The couple cohabited with shared children in the same household.

This rule does not apply if the partner is married or closely related to the insured person (direct relative as well as siblings and half-siblings) or in a stepchild relationship.

Start and end of the group contract

5 Start, duration and end of the group contract

- 5.1 The group contract begins on the date stated in the insurance policy or in Helsana's written confirmation of cover or confirmation of application acceptance.
- 5.2 If no cancellation of the contract is received by the deadline, the group contract is tacitly renewed for a further year on reaching the expiry date specified in the policy and after each subsequent year of insurance.

- 5.3 The group contract ends:
- upon cancellation;
 - when the company headquarters are moved abroad;
 - when the company closes down;
 - on the day specified in the policy, if the contract was concluded for less than one year in duration;
 - when the UVG insurance expires for the insured company or occupation.

6 Cancellation of the group contract

- 6.1 The group contract may be cancelled by the policyholder or Helsana at the earliest on reaching the expiry date stated in the policy, and subsequently at the end of any insurance year. The insurance year commences on the main premium payment date stated in the policy. Notice of cancellation must be submitted in writing to Helsana or the policyholder at least three months before the end of the insurance period.
- 6.2 The policyholder may cancel the group contract if Helsana provides compensation for a new accident. Notice of cancellation must be submitted in writing to Helsana no later than 14 days after notification of the final payment for an accident has been received. The group contract ceases when Helsana receives this notice of cancellation.
- 6.3 Helsana waives its own right to this cancellation. Waiver of the right to cancel by Helsana does not apply in the case of attempted or successful insurance fraud, forgery of documents, or if there was a breach of the duty of disclosure when the contract was initially concluded of which the party obliged to disclose was aware.

When does the insurance cover take effect?

7 When does the insurance cover take effect?

For the individual insured person, insurance cover begins on the date the compulsory accident insurance (UVG) starts, but no earlier than the contract start date specified in the policy.

8 Unpaid leave

- 8.1 If the insured person takes unpaid leave, the insurance coverage will remain in place subject to the following cumulative requirements being met:
- The employment contract remains in place
 - Coverage is provided by statutory accident insurance or an extension of insurance under UVG

- 8.2 No premiums are due for the duration of the unpaid leave
- 8.3 There is an entitlement to daily allowance benefits under this insurance for the expected duration of the period of unpaid leave, provided an entitlement to daily allowance benefits also exists under UVG insurance.
- 8.4 If the insured person has an accident during the period of unpaid leave, Helsana counts the days from the start of the period of incapacity for work until the original date of return to work towards the waiting period.

9 When does the insurance cover end?

- 9.1 For the individual insured person, the insurance cover ends to coincide with the end of the insurance cover provided by the underlying UVG insurance, including the additional coverage period. In any case, the insurance cover of the individual insured person will end on commencing employment with another employer or starting work as a self-employed person.
- 9.2 The insurance cover ends for all insured persons on expiration of the policy.

10 Transferring to individual insurance

- 10.1 If an insured person leaves the contractual employment relationship with the policyholder or if the group contract is cancelled, the insured person may request to be transferred to individual insurance within three months, provided they are resident in Switzerland or meet the requirements set out in section 10.2. 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 Art. 21 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.
- 10.2 Insured persons with a place of residence or usual place of residence in countries of the European Union (EU) and/or the European Free Trade Association (EFTA) can continue their insurance if they, on the basis of agreements between states, remain subject to Swiss social insurance legislation (e.g. if their income from employment or self-employment continues to be earned exclusively in Switzerland).
- 10.3 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.

Scope of cover

11 Insured person

- 11.1 The insurance covers the group categories specified in the insurance policy and the named individuals who have insurance cover under the Federal Accident Insurance Act (UVG).
- 11.2 The scope of cover for part-time employees is the same as under UVG.

12 Geographical area of validity

The insurance cover applies worldwide.

13 Cover

Only the cover granted in the insurance policy is insured. The following provisions regarding insurance benefits apply to this cover.

Insurance benefits

14 Treatment costs

- 14.1 For as long as healthcare benefits are provided and costs reimbursed under the accident insurance pursuant to the UVG or under Federal Military Insurance, Helsana will assume the following costs as follows in accordance with Art. 14.2 and 14.3.
- 14.2 Subsidiarily, in addition to insurance under UVG:
- a) Necessary expenses for therapeutic measures, as well as hospital costs in the semi-private or private ward (as per policy), conducted by service providers whose expenses are covered by the insurer under UVG.
- b) The costs of a medically prescribed treatment in a convalescent facility provided by service providers whose expenses are covered by the insurer under UVG.
- c) Expenses for the services of qualified care staff or staff provided by institutions for the care of the insured person, and the costs of hiring medical equipment.
- d) Expenses for the replacement (current replacement value) or repair of prostheses, spectacles, hearing aids and orthopaedic aids if they are damaged or destroyed in the event of an occurrence resulting in medical treatment as described in Art. 14.1 of the GIC.
- e) The costs for the initial acquisition of medical aids that compensate for physical injuries or loss of bodily functions, such as prostheses, spectacles, hearing aids and orthopaedic aids.

- f) The accident-related costs of transporting the insured person to the place of treatment, as well as air transportation which is unavoidable for medical or technical reasons. Transportation with vehicles which are not a form of public transport (taxi and similar) are only covered if the insured person cannot reasonably be expected to use public transport (train, tram, bus, etc.).
- g) Expenses for search and rescue operations to recover the insured person, up to a maximum of CHF 50,000 and, in the event of death, the costs of operations to recover the body.
- h) 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 Federal Military Insurance.
- 14.3 As part of supplementary accident insurance, Helsana also covers the following listed costs where these are not covered under UVG:
- a) Where medically necessary, complementary medical treatments up to CHF 5,000 per accident. The treatment must be provided by service providers recognised by Helsana. The lists of recognised service providers by specialism are updated continually and can be viewed at Helsana.
- b) Medically prescribed household help up to a maximum of CHF 100 per day and no more than CHF 5,000 per accident for housekeeping services provided in the household of the insured person. This is subject to medically certified incapacity for work of at least 50 per cent. The household help must not live in the same household and should not be in any way related to the insured person.
- c) Helsana will cover medically prescribed medication not covered by compulsory accident insurance, provided that the medication concerned is registered with the Swiss Agency for Therapeutic Products (Swissmedic) for the treatment of the indication in question. No reimbursements will be made for products that appear on the list of pharmaceutical products with special uses (LPPV).
- d) 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.

- e) In the event of relapses and late complications 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, Helsana will supplement compulsory health insurance and accident insurance and overseas insurance, covering the excess portion of the treatment costs not covered under UVG as well as the hospital costs of the semi-private or private ward as agreed in the policy. The requirements under Art. 18.2 must be met.

Medical expenses arising solely from a need for care, i.e. without acute hospital care, as well as any deductibles and excesses under compulsory health insurance (OKP), are excluded.

Where third-party benefits with equivalent cover have already been provided, Helsana will not cover any additional medical expenses.

14.4 Emergencies

- a) In the event of an emergency abroad, the costs of treatment will be covered, excluding costs entirely for care which exceed social insurance benefits like KVG, UVG or corresponding overseas insurance.

An emergency is defined as a situation where treatment is medically necessary and travel home for treatment in your country of residence is unreasonable.

With the exception of emergencies, cost approval must be obtained from Helsana prior to treatment. For inpatient treatments overseas, Helsana or the Emergency Call Centre designated by it should be consulted immediately. No benefits will be paid if this organisation is not consulted. A mere need for care and/or treatment planned in advance do not justify any entitlement to compensation for these costs.

For insured persons with a place of residence or usual place of residence in countries of the European Union (EU) and/or the European Free Trade Association (EFTA), treatments in their place of residence are equivalent to treatments in Switzerland.

- b) With the exception of emergencies, treatments for insured persons with a place of residence or centre of life in countries of the European Union (EU) and/or the European Free Trade Association (EFTA) in their place of residence are equivalent to treatments in Switzerland.
- c) Any co-payments based on legislation in the countries of the European Union (EU) and/or the European Free Trade Association (EFTA) will also be covered. The treatments must be effective, expedient and cost-effective.

15 Daily benefit

- 15.1 In the event of medically certified incapacity for work, Helsana will pay for the days of incapacity for work taken into account by the UVG insurer as per the daily benefit agreed in the policy. In the event of partial incapacity for work, the daily benefit will be paid out in proportion to the incapacity for work. The agreed waiting period will commence when the incapacity for work is confirmed by a doctor but at the earliest on the day after the accident.
- 15.2 For the duration of an entitlement to a daily benefit under disability insurance, a maternity/paternity credit or any other credit under the Compensation for Loss of Earnings Act (EOG), Helsana will continue to pay out the daily benefit described in the policy subsidiarily.
- 15.3 In the event of relapses and late complications 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, if the insured person becomes unable to work, Helsana will cover the insured daily benefit of the UVG salary as well as any insured surplus salary up to the maximum salary indicated in the policy. The duration of benefits is capped at a maximum of 730 days per case minus the waiting period agreed in the policy, regardless of whether the insured person is fully or only partially unable to work. The daily benefit will be paid out in proportion to the degree of incapacity for work. The requirements under Art. 18.2 must be met.

16 Third-party benefits

- 16.1 Third-party benefits include benefits from domestic and foreign social and private insurers (including daily sickness benefits insurance pursuant to KVG), pension funds of any kind (compulsory or non-compulsory) and liable third parties.
- 16.2 Benefits provided together with third-party benefits may not lead to overcompensation of the insured person. The limit for overcompensation is the projected lost earnings that the insured person would earn if the accident had not occurred. Otherwise the provisions of the ATSG shall apply.
- 16.3 As a result, Helsana's duty to provide benefits is restricted to the difference between the third-party benefits and the aforementioned limit for overcompensation. Daily sickness benefits are provided subsequent to third-party benefits. If other indemnity insurance companies also only have a subsidiary duty to provide benefits, Helsana will pay its benefits on a pro rata basis.
- 16.4 If legal steps are taken against Helsana instead of the liable party, the insured person is obliged to assign all liability claims to Helsana up to the amount of the latter's expenses.

17 Continued payment of salary

- 17.1 Helsana automatically contributes to the continued payment of salary owed by the policyholder in accordance with Art. 338 para. 2 of the Swiss Code of Obligations (CO) if an insured person dies as a result of an insured event. The amount of compensation corresponds to the OASI salary set out in the employment contract, but no more than the maximum insured salary per person and year pursuant to the policy. If benefits are agreed in the employment contract vis-à-vis the employee which differ from those set out in Art. 338 para. 2 CO, the policyholder remains liable for the difference.
- 17.2 Likewise, in the event of relapses and late complications 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, Helsana will automatically cover this continued payment of salary in the event of the death of the insured person. The requirements under Art. 18.2 must be met.

18 Relapses and late complications of earlier accidents

- 18.1 Relapses and late complications of earlier accidents refer to claims which were not insured or for which there is no further obligation to provide benefits under the insurance in force at the time.
- 18.3 The lump-sum disability benefit is calculated as follows for each of the agreed benefits options:
- Option A (225%)
 - Option B (350%)
 - Option C (100%)

- 18.2 In the event of claims for earlier accidents as defined in Art. 18.1, Helsana will cover – for each group category – the benefits listed under the respective paragraph of the policy, provided the insured person has been employed by the policyholder for at least three months and the respective coverage has been in place for at least three months.

19 Disability

Lump-sum disability benefits

- 19.1 If the insured person is likely to be permanently disabled as the result of an accident, Helsana will pay the agreed lump-sum disability benefit. This is calculated on the basis of the degree of disability, the agreed insured sum, and the benefits option chosen.
- 19.2 The provisions of the UVG with regard to integrity compensation 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.

	Option A (225%)	Option B (350%)	Option C (100%)
For the part of the DD not exceeding 25%	based on 1x IS	based on 1x IS	based on 1x IS
For the part of the DD exceeding 25% but not exceeding 50%	based on 2x IS	based on 3x IS	based on 1x IS
For the part of the DD exceeding 50%	based on 3x IS	based on 5x IS	based on 1x IS

IS = insured sum/DD = degree of disability

19.4 Consequently, the following percentages of the agreed insured sum 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 – 225%	B – 350%	C – 100%		A – 225%	B – 350%	C – 100%		A – 225%	B – 350%	C – 100%		A – 225%	B – 350%	C – 100%
%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%
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				

Disability pension in accordance with surplus salaries

- 19.5 In the event of full disability, Helsana will pay the agreed disability pension; in the event of partial disability, the insurer will pay correspondingly less.
- 19.6 In all other respects, the provisions of the Federal Accident Insurance Act apply; those provisions regarding complementary pensions shall not apply, however.
- 19.7 Entitlement to the disability pension will expire on the first day of the month after reaching the regular OASI retirement age at the latest. Provisions to the contrary in the policy remain reserved.
- 19.8 The provisions of the Federal Accident Insurance Act shall apply with regard to the financing of pensions. Pensions are adjusted in line with inflation in accordance with the UVG and this adjustment is limited to a maximum of 10% per year.

20 Death

Lump-sum death benefits

- 20.1 If the accident leads to the death of the insured person, Helsana will pay the agreed lump-sum death benefit to the following beneficiaries in equal parts:
- dependent children;
 - spouses or registered partners;
 - partners with whom the insured person shares dependent children.

In the absence of these, the following beneficiaries in this sequence:

- partners without shared dependent children;
- non-dependent children;
- the parents;
- siblings.

- 20.2 If an individual beneficiary rule is agreed for one group category in the policy, this takes precedence over Art. 20.1 subject to the following conditions:
- The choice of beneficiaries is to be disclosed to the employer by the insured person in writing using the form provided by Helsana.
 - The form must be signed personally or provided with an electronically qualified signature.
 - In the event of a claim, the form will be forwarded to Helsana within three months.
 - If there are several forms, the latest form will apply.
- 20.3 If the insured person does not have any such surviving relatives as defined in Art. 20.1 or Art. 20.2, the funeral costs which are not assumed by compulsory accident insurance or 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.

Survivors' pensions in accordance with surplus salaries

- 20.4 In the event of death, Helsana will pay the agreed survivor's pensions in equal proportion to statutory accident insurance. Entitlement to the survivor's pension will expire on the first day of the month after reaching the regular OASI retirement age at the latest. Provisions to the contrary in the policy remain reserved.
- 20.5 The divorced spouse has no entitlement to a survivor's pension, and the provisions regarding complementary pensions shall not apply. Under Art. 20.7, the partner is entitled to a survivor's pension surplus salary.
- 20.6 The provisions of the Federal Accident Insurance Act shall apply with regard to the financing of pensions. Pensions are adjusted in line with inflation in accordance with the UVG and this adjustment is limited to a maximum of 10% per year.

Partner's pension

- 20.7 If specified in the policy, where the same event does not entitle to a widow's or widower's pension/settlement under UVG, Helsana will pay a partner's pension UVG salary and/or a partner's pension surplus salary. The partner will be paid a survivor's pension, like a widow's/widower's pension under UVG, provided the shared children receive a half-orphan's pension under the provisions of the UVG. The last condition applies to the UVG salary and the surplus salary component.
- Entitlement to a survivor's pension for a partner will expire on the first day of the month after reaching the regular OASI retirement age at the latest. Provisions to the contrary in the policy remain reserved.
- 20.8 Where there are no shared dependent children from the partnership, the partner will receive a one-off lump sum equal to one times the annual pension.
- The duty to provide benefits – pension and one-off lump sum – is limited to a maximum of one partner's pension per insured person, to be paid out in equal parts where there are several beneficiaries. The provisions of UVG on complementary pensions shall not apply.
- 20.9 The provisions of the Federal Accident Insurance Act shall apply with regard to the financing of pensions. Pensions are adjusted in line with inflation in accordance with the UVG and this adjustment is limited to a maximum of 10% per year.

21 Special risks

- 21.1 If specified in the policy, Helsana will also pay if benefits are reduced or refused under the insurance pursuant to UVG and Federal Military Insurance for accidents which result from gross negligence or hazardous behaviour (except if the accident is caused deliberately).

- 21.2 If pension benefits are owed under special risks, Helsana reserves the right to discharge its obligation to provide a pension by means of a lump-sum payment. Helsana has this right to make a lump-sum settlement both when pension payments commence and during the term of the pension.

22 Determining benefits

Insurance in accordance with UVG salaries

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

Insurance in accordance with surplus salaries

- 22.2 The surplus salary is the part of the salary which exceeds the maximum insured salary under UVG. The maximum insured annual salary per person is specified in the policy.
- 22.3 The basis for calculating the daily benefits is the last salary received before the accident.
- 22.4 The basis for calculating lump sums and pensions is the salary received in a year prior to the accident.
- 22.5 If the earnings are earned from employment with more than one employer, only the salary earned at the insured company will be taken into account.
- 22.6 For insured persons who have voluntarily joined statutory accident insurance, the salary agreed with Helsana in advance forms the basis of calculation for determining the insurance benefits. Disability and survivors' pensions are paid out together with similar social insurance benefits up to the amount of lost earnings. The projected lost earnings are those earnings that the insured person would earn if the accident had not occurred.

23 Restrictions on insurance benefits

- 23.1 The provisions of the UVG shall apply. Helsana waives its legally valid right to reduce insurance benefits in the event of gross negligence or risks.
- 23.2 No insurance benefits are provided:
- a) in the event of consequences of incidents of war
 - in Switzerland
 - 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;
 - b) due to earthquakes in Switzerland;
 - c) in the event of participation in disturbances (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;
 - d) while engaged in foreign military service;
 - e) while participating in acts of terrorism;
 - f) while participating in brawls and fights;
 - g) accidents sustained while committing a crime or other offence;
 - h) 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;
 - i) 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 owing 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, provided the damage justifies a duty to provide benefits under statutory accident insurance. Otherwise the provisions of the Federal Accident Insurance Act shall apply.
- 23.3 The insured person must make all reasonable efforts to reduce damages and refrain from anything that might lead to an increase in damages. A breach of this duty to mitigate losses may result in the benefit being reduced accordingly.
- 23.4 With the exception of compulsory accident insurance under UVG, the entire benefit entitlement under all accident insurance policies held with Helsana Accidents Ltd is limited to CHF 10 million per person, per event.

Non-accidental circumstances

- 23.5 The benefits for the costs of medical treatment 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 determined 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 determining the lump-sum death benefit, survivors' pensions and partner's pension.

Premiums

24 Basis for premium calculation

The premium is calculated on the basis of the insured income pursuant to the Federal Accident Insurance Act or on the basis of the insured sum as agreed in the contract.

25 Payroll declaration

- 25.1 Helsana requests the policyholder to declare the final payroll amounts at the end of each year. Helsana will send the policyholder a request for a payroll declaration. The policyholder must complete and submit the declaration truthfully and in full within 30 days. Helsana then makes the final premium calculation for the previous year.
- 25.2 If the policyholder does not fulfil their obligation by returning the completed payroll declaration form, the premiums will be determined by means of an estimate. The policyholder has the right to dispute the estimate within 30 days of receipt of the statement. In the absence of any dispute, the estimated premium will be deemed accepted. If it later becomes apparent that these premiums were too low, the policyholder will owe Helsana both the difference and 5% interest on arrears.
- 25.3 Helsana or third parties appointed by Helsana have the right to inspect the payroll accounting of the policyholder or to request copies of their OASI statements.

26 Premium reimbursement

- 26.1 If the premium has been paid in advance for a set insurance term and the contract is cancelled for legal or contractual reasons before the end of this period, Helsana will reimburse the premium proportionally to the unexpired part of the insurance year.
- 26.2 The insurance year commences on the main premium payment date stated in the policy and lasts for one year.

27 Insurance with surplus sharing

- 27.1 If the insurance has been concluded with surplus sharing, the policyholder receives a contractually agreed share of the surplus accrued from their contract after three full insurance years.
- 27.2 The surplus is determined from the applicable premium share for the final premiums paid in the relevant statement period minus the benefits attributable to the statement period.
- 27.3 Any loss accrued will not be carried forward to the next statement period.
- 27.4 If accidents are still pending at the end of a statement period, the statement of account will be postponed until such time as the claims have been settled in full.
- 27.5 If claims are subsequently reported after settlement has been made or further payments are made that fall within the closed statement period, Helsana may prepare a new statement of surplus sharing and reclaim any surplus shares paid in excess.
- 27.6 The right to surplus sharing expires when the contract is cancelled, if this takes place before the end of a statement period.

28 Change in premium rate

In the event of changes in the premium rate, Helsana may adjust contracts within a tariff type at the end of the contract or during the term of the contract at the end of a year to take account of the changed premium situation. Helsana will notify the policyholders in writing of any alterations at least 60 days before the end of the year. If the change in the premium rate leads to an increase in the premium, the policyholder may terminate the contract at the end of the insurance year if they are not in agreement with this increase. If Helsana does not receive written notice of termination by the last day of the insurance year at the latest, this will be deemed as consent. A reduction in the premium does not result in any extraordinary right of termination.

29 Alterations to premium rate

- 29.1 At the expiry of the contract, Helsana may adjust premium rates, after taking into account the individual claims history by means of experience-based tariff, in line with tariff provisions. The observation period for the experience-based tariff includes the last five full insurance years and the current insurance year. Client-specific risk criteria such as claims tendencies, ongoing claims and unfavourable claims prognoses may lead to client-specific adjustments in the calculation.
- 29.2 Premiums can be adjusted on the basis of alterations to the premium tariff at the end of the contract or during the term of the contract at the end of a year.

- 29.3 Helsana will notify the policyholder of the new premium rates at least 60 days before the expiry of the insurance period (main premium payment date). In the event of an increase in premiums, the policyholder may terminate the contract at the end of the current insurance year if they are not in agreement with this increase. Notice of termination must be submitted to Helsana in writing by the last day of the insurance year 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.

Final provisions

30 Provisions match UVG

The provisions of the Federal Accident Insurance Act (UVG) apply to all areas not explicitly governed by these GIC, specifically accident notification, failure to provide accident notification, subsequent payments and requests for reimbursement of services of medical practitioners and rehabilitation institutions.

31 Notices and duty to inform

- 31.1 To the policyholder: all notices to the policyholder or the delivery address designated by the policyholder must be directed to the last address known to Helsana in Switzerland.
- 31.2 To the insured persons: all notices to insured persons must be sent by the policyholder. The policyholder has a duty to inform insured persons about key aspects of the contract, any amendments to it and its cancellation. The insurer will provide the policyholder with the necessary documentation for their information.
- 31.3 To Helsana: all notices should be sent directly to Helsana at the address stated in the policy, in German, French, Italian or English. A certified translation must accompany documents in other languages.
- 31.4 If a policyholder changes their business domicile, delivery address, type of operation or the ownership structure of the company, or if it takes over other companies or parts of companies, they must notify Helsana immediately in writing.
- 31.5 The policyholder is obliged to notify Helsana immediately in writing if the mandatory or voluntary insurance pursuant to the Federal Accident Insurance Act should expire.

32 Broker clause

If the policyholder is represented by a broker, they are entitled to handle the business transactions – by way of derogation from Art. 31 – with Helsana, provided the broker mandate contains the following: power of attorney to handle business transactions with Helsana, specifically to accept queries, notifications, declarations or declarations of intent from Helsana and to issue these to Helsana on behalf of the policyholder. Once received by the broker, declarations are deemed as having been received by the policyholder. Representation for payments is excluded.

33 Errors and omissions clause

- 33.1 If the policyholder fails to submit a notice or provides an incorrect answer or fails to fulfil any other obligation, Helsana will not be released from its obligation to pay benefits if the policyholder can provide evidence that the omission occurred accidentally and rectifies it immediately upon discovery.
- 33.2 If the omission relates to a circumstance which makes the payment of a premium surcharge necessary, this surcharge has to be paid retroactively with effect from the date on which the circumstance arose, from the commencement of contract at most.

34 Data protection

- 34.1 The Helsana Accident Ltd privacy policy may be found at www.helsana.ch/data-protection or a copy may be requested from Customer Service.
- 34.2 Helsana processes data in particular for the purpose of assessing the risk to be insured, calculating or preparing quotes, issuing policies, during the payroll 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).
- 34.3 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.
- 34.4 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.

35 Place of jurisdiction

Jurisdiction for claims arising from the insurance contract lies either with the courts at the Swiss place of residence of the insured persons and the beneficiaries or at the registered offices of the policyholder.