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## General Insurance Conditions (AVB) PREVEA

### Capital insurance in the event of death or disability as the result of accident

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

#### Introduction

With PREVEA capital insurance, in the event of death or disability, a sum (capital) is insured to cover the economic consequences of death or disability due to accidents. For benefits paid, Helsana Supplementary Insurances Ltd, hereinafter "Helsana", has concluded a group insurance contract as policyholder with Solida Versicherungen AG, hereinafter "Solida", as underwriter. Helsana customers can register for the desired insurance benefits. Solida provides these insurance benefits as a group insurance company. The insured or eligible person has an independent right of claim against them should an insured accident occur.

Solida Versicherungen AG has its registered office at the following address:  
Solida Versicherungen AG  
Saumackerstrasse 35  
8048 Zurich

Further accident-related benefits are included according to the standards and rates of compulsory accident insurance subsequent to compulsory healthcare insurance benefits. The relevant conditions can be found under "Additional benefits", whereby these General Insurance Conditions (AVB) apply analogously. The benefits listed in this section are provided by Helsana as underwriter.

## Insurance relationship

### 1 What is the basis for the contract?

The contract between the customer and Helsana is based on the registration (the application for supplementary insurance from Helsana), the confirmation of insurance (the policy for supplementary insurance from Helsana), these General Insurance Conditions (AVB) and the provisions of the Federal Insurance Contracts Act (VVG).

### 2 Where is the insurance cover valid?

The insurance is valid worldwide; however, beyond Switzerland, it is only valid during travel and for stays abroad as long as the insured person remains subject to compulsory health insurance in Switzerland.

### 3 What is considered an accident?

An accident is the sudden, unintentional and damaging effect of an unusual external factor on the human body, resulting in impairment to physical, mental or psychological health, or death.

The following conclusive list of physical injuries are equated with accidents, insofar as they cannot be predominantly attributed to wear or illness:

- broken bones
- dislocation of joints
- torn meniscus
- torn muscles
- pulled muscles
- torn tendons
- ligament lesions
- damage to eardrum

Accidents are also considered to include:

- health damage caused by involuntary respiration of gases or vapours and inadvertent consumption of poisonous or corrosive substances
- drowning
- the following damage to health, provided it is suffered involuntarily by the insured person and is provoked by an insured accident event:
  - frostbite
  - heat stroke
  - sunstroke and health damage caused by ultraviolet rays, with the exception of sunburns

### 4 What is not considered an accident?

Illnesses of any kind are not considered to be accidents, in particular occupational illnesses, infectious diseases, exposure to ionising radiation, asbestos damage, damage caused by therapeutic and examination measures that are not caused by an insured accident, as well as procedures on one's own body.

## Insurance cover

### 5 When does the insurance cover take effect?

The insurance cover begins following acceptance of registration on the day specified in the confirmation of insurance (on the policy for supplementary insurance from Helsana).

Insurance benefits require coverage at the time of the accident.

### 6 When does the insurance cover end?

The insurance cover automatically ceases:

- on the death of the insured person
- through termination at the end of the relevant month
- when a place of residence or habitual residence is transferred abroad, unless the insured person remains subject to compulsory health insurance
- for disability benefits, when the entire insured lump-sum for disability is paid out
- according to the provisions under Section 8

The insurance cover also ceases upon dissolution of the group insurance contract between Solida and Helsana. In this case, Helsana will inform the customers of the dissolution of the contracts in writing no later than one month before the insurance cover ceases.

### 7 When can I terminate the insurance?

Helsana customers can terminate the insurance in writing at any time effective as of the end of a month. The period of notice for termination is three months.

In the event of alterations according to Section 9, the insurance can be terminated within 30 days as per the point in time when the altered contract takes effect.

The termination shall be deemed valid if it is received by Helsana in writing at the latest on the last day before commencement of the notice period.

Helsana waives the option of termination in the event of a claim.

The parties retain the right to withdraw from the contract in the event of conduct contrary to the terms of the contract as well the right to terminate the contract for good cause.

## Financial matters

### 8 How is the fee for the insured benefit paid?

Helsana collects the fee for the insured benefit from its customers together with the premium invoice for supplementary insurance from Helsana. The fee is generally collected one month in advance and is due for payment on the first day of each month. If different payment periods have been agreed upon, the fee shall always be due on the first day of the relevant period.

If customers of Helsana do not fulfil their obligation to pay, they will receive a written reminder to make payment within 14 days of the date of the reminder. The reminder will contain a notification of the consequences should they continue to default on their payments.

If the reminder remains without success, the obligation to provide benefits will be suspended on expiry of the reminder period. The obligation to provide benefits shall take effect again when all arrears have been paid and have been accepted by Helsana.

There is no entitlement to benefits for accidents and their consequences occurring during the benefit suspension period, even upon retroactive payment of the fee.

Helsana customers must compensate Helsana with an amount of at least CHF 50 for the additional administrative expenses incurred due to the reminder process. If Helsana is obliged to instigate debt collection proceedings, the policyholder must compensate Helsana with at least CHF 150 for Helsana's resulting additional administrative costs.

### 9 What happens when the fee for the insured benefit changes?

If the fee for the insured benefit is changed, Helsana can request that the contracts be adjusted accordingly with effect from the following calendar year. It will inform customers in writing no later than 25 days before the end of the calendar year and they have the right to cancel with effect from the date of the amendment. If Helsana receives no notice of cancellation within 30 days following receipt of the notification of change, the change shall be deemed to have been accepted.

The fee is graduated by the age of the insured person. Upon reaching a higher age group, reallocation to the corresponding tariff level is performed automatically with the same sums insured at the beginning of the following calendar year. For the purposes of insurance and the calculation of the fee, the applicable age of the insured person is the difference between the calendar year and the year of birth.

## Benefits

### A Event of Disability

#### 10 In the event of disability, how is the compensation (the lump-sum for disability) determined?

If, within five years, an accident results in a medically recognised disability which is expected to be permanent and there was accident coverage at the time of the accident, Solida will pay out the lump-sum for disability determined according to the degree of disability, the agreed sum insured and any progression entitlement. Any occupational disability or incapacity to work caused by this event shall not be taken into account. The insured benefit will be paid out without regard to any other insurance and is due regardless of whether the insured event has caused a loss of assets (fixed-sum insurance).

#### 11 Who is entitled to benefits in the event of a claim?

The insured person alone is entitled to the lump-sum for disability.

#### 12 How is the degree of disability determined?

The following principles are binding when determining the degree of disability:

- Full disability is considered the loss or full loss of use of both arms or hands, both legs or feet, the simultaneous loss of one hand and one foot, complete paralysis or complete blindness.
- In the event of partial disability, the sum insured intended for full disability will be paid out proportionally to the degree of disability.

Assessment is based on the following percentages:

– Upper arm	70%
– Lower arm	65%
– Hand	60%
– Thumbs including the metacarpal joint	25%
– Thumb, where the metacarpal joint is retained	2%
– Foremost thumb joint	10%
– Index finger	15%
– Middle finger	10%
– Ring finger	9%
– Little finger	7%
– Leg above the knee	60%
– Leg at or below the knee	50%
– Foot	45%
– Large toe	8%
– Other toes	3% each
– Vision in one eye	30%
– Vision in one eye, if vision in the other eye had already been totally lost before the accident occurred	50%
– Hearing in both ears	60%
– Hearing in one ear	15%

- Hearing in one ear, if hearing in the other ear had already been totally lost before the accident occurred 30%
- Sense of smell 10%
- Sense of taste 10%
- Kidney 20%
- Spleen 5%
- Highly painful functional restriction of the spinal column 50%

For severe permanent disfigurement of the human body (aesthetic damage, such as scarring) caused by an accident, and for which no lump-sum for disability is payable, but which nonetheless impairs the social position of the insured person, Solida shall pay up to the following percentages of the insured sum on disability stipulated in the confirmation of insurance:

- 10% in the event of facial disfigurement and
- 5% for the disfigurement of other body parts that are normally visible

The benefits for aesthetic damage are limited to CHF 20,000. Progression shall not be granted.

In the event of partial loss or partial loss of use, a correspondingly lower degree of disability will be applied. Full loss of use of limbs or organs is deemed equivalent to their loss.

For cases that are not listed above, the degree of disability shall be assessed in line with the guidelines applied for the assessment of damage to integrity pursuant to the Federal Law on Accident Insurance (UVG) and/or Ordinance on Accident Insurance (UVV).

In the event of the simultaneous loss or simultaneous loss of use of multiple body parts, the degree of disability is generally determined through addition of the percentages, but can never be greater than 100%.

Aggravation of the consequences of an accident due to pre-existing bodily defects does not grant entitlement to a higher level of compensation than that for a person of sound physical condition who has an accident.

If parts of the body were already fully or partially lost or their use was fully or partially lost before the accident, then the pre-existing degree of disability, determined according to the principles above, will be deducted in determining the present degree of disability (this deduction shall not be put off until the lump-sum disability benefit is calculated so as to include it in that calculation).

The degree of disability is finally determined based on the anticipated permanent state of the insured person. Solida may, however, have a conclusive reassessment of the degree of invalidity performed 5 years after the accident or later. In the process, the current degree of invalidity at the time of the assessment will be determined. Once the degree of invalidity has been assessed, any changes to the degree of invalidity such as deterioration or long-term consequences are no longer insured.

### 13 How is the compensation (lump-sum disability benefit) calculated using progression for a degree of disability over 25%?

Compensation (lump-sum disability benefit) for disability of over 25% increases as follows (progression):

from	to	from	to	from	to
26%	28%	51%	105%	76%	230%
27%	31%	52%	110%	77%	235%
28%	34%	53%	115%	78%	240%
29%	37%	54%	120%	79%	245%
30%	40%	55%	125%	80%	250%
31%	43%	56%	130%	81%	255%
32%	46%	57%	135%	82%	260%
33%	49%	58%	140%	83%	265%
34%	52%	59%	145%	84%	270%
35%	55%	60%	150%	85%	275%
36%	58%	61%	155%	86%	280%
37%	61%	62%	160%	87%	285%
38%	64%	63%	165%	88%	290%
39%	67%	64%	170%	89%	295%
40%	70%	65%	175%	90%	300%
41%	73%	66%	180%	91%	305%
42%	76%	67%	185%	92%	310%
43%	79%	68%	190%	93%	315%
44%	82%	69%	195%	94%	320%
45%	85%	70%	200%	95%	325%
46%	88%	71%	205%	96%	330%
47%	91%	72%	210%	97%	335%
48%	94%	73%	215%	98%	340%
49%	97%	74%	220%	99%	345%
50%	100%	75%	225%	100%	350%

If, at the time of the accident, the insured person has already completed their 70th year of age, the insurance benefits for permanent disability according to the conditions above will be paid out in the form of a lifelong pension. A progression is not insured. The pension is established definitively and is payable quarterly in advance. For every CHF 1,000 in insured lump-sum for disability, the pension amounts to the following per year:

Age	Annual pension
70	CHF 100.00
Older	CHF 125.00

### 14 Retraining costs

If professional retraining becomes necessary as a result of an accident for which Solida paid benefits, Solida shall assume the adequate costs for this purpose – subject to the benefits of other parties liable to pay benefits – but no more than the maximum amount of 10% of the insured disability sum. A progression will not be granted.

## B Event of death

### 15 When is there an entitlement to lump-sum for death?

If the insured person dies within five years due to the consequences of an accident and there was accident coverage at the time of the accident, the insurer shall pay the sum insured for death but shall deduct any disability compensation already paid out for the same accident.

If an insured child dies before it is 2½ years old, the total death benefits may reach a maximum of CHF 2,500. If the insured person is under age 20 or over age 70, the death benefits may reach a maximum of CHF 20,000.

The insured benefit will be paid out without regard to any other insurance and is due regardless of whether the insured event has caused a loss of assets (fixed-sum insurance).

### 16 Who is entitled to benefits in the event of death?

The insured person may, as a modification to the following provision, designate or exclude beneficiaries via a written statement to Helsana. Such a declaration can be revoked or altered at any time by communicating this to Helsana. If there is no such special designation, the following shall be the sole valid beneficiaries, in this order:

- the spouse or registered partner
- the children, stepchildren or adopted children
- the parents
- the grandparents
- the siblings and siblings' children to the extent permitted by legal inheritance rights

If there are no beneficiaries entitled to the benefits, the insurer shall only pay for the burial costs up to a maximum amount of 10% of the insured death benefits.

### 17 When is there an entitlement to double lump-sum for death?

If the insured person is married or in a registered partnership and the same accident event results in the death of both spouses or partners, Solida shall pay the insured death benefits twice and in equal parts to the surviving minor or permanently unemployable children, stepchildren or adopted children in need of support.

Children who permanently live with their non-married, cohabiting biological parents in the same household receive equal treatment. The presence of a common household shall be assessed based on the official registration guidelines.

## C Benefits limitations

### 18 What maximum sums insured apply in old age?

For insured persons who have completed their 70th year of age, the following maximum sums insured apply:

Death	CHF 20,000.00
Invalidity	CHF 100,000.00

Existing insurances shall be reduced accordingly when this age limit has been reached, and the progression per Section 13 shall cease to apply.

## D Restrictions on the scope of coverage

### 19 What types of accidents are excluded?

The following types of accidents are excluded from the insurance:

- accidents due to war, civil war and/or warlike conditions:
  - 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
- as the result of an earthquake in Switzerland
- accidents caused by exceptionally dangerous activities, the following apply:
  - foreign military service
  - participation in armed conflicts and
  - acts of terror
  - participation in brawls and fights, unless the insured person was an innocent party or was injured by the parties to the dispute in an attempt to help a defenceless person
  - dangers into which insured persons put themselves by provoking others
  - the consequences of any type of civil commotion unless the insured person proves that he or she did not participate on the side of the agitators either actively or through fomentation
- as a consequence of or due to deliberate criminal acts or offences undertaken, attempted or accepted by the insured or eligible person
- accidents due to exposure to ionising radiation and damage from nuclear energy
- cases in which the insured person has a blood alcohol content of 2 per mille by weight or more, unless there is clearly no causal relationship between the intoxicated state and the accident
- as a result of hazardous behaviour even if this occurs on the basis of gross negligence. Hazardous behaviour consists of actions via which the insured person exposes him or herself to particularly great danger, without taking or being able to take the necessary

precautions to limit the risk to a reasonable degree.

- accidents due to the use of aircraft as a military pilot, other military crew member or parachutist
- accidents in the event of military parachute jumps
- accidents in the event of aviation if the insured person deliberately violates official regulations or does not possess the appropriate official certification and approval

Insurance coverage is also excluded in the event of:

- suicide or physical damage to one's own body deliberately caused by the insured person or performed in a deliberately caused indiscriminate state
- health damage due to the deliberate consumption or injection of medications, drugs and chemical products
- health damage due to medical or surgical operations that were not necessitated by an insured accident

## 20 Can benefits be reduced or denied?

Solida waives the right to reduce benefits in the event that the insured accident is caused by gross negligence.

If external factors impact the course of an insured accident, Solida shall only provide a portion of the agreed benefits to be established on the basis of medical assessment. External factors which aggravate the progression of an insured accident or the consequences of accidents, such as prior mental or physical sicknesses and afflictions, will already be considered at the time of determining the degree of disability, not only when determining the sum payable for disability.

If an insured or eligible person culpably violates their obligations, Solida is authorised to reduce the compensation by the amount that it would have been reduced by in the event of proper fulfilment (see also Section 21).

If a person entitled to receive the lump-sum for death deliberately contributes to the death of the insured person as a consequence of or due to a criminal act or offence either undertaken or attempted or participation in same, they shall have no entitlement to the death benefits. This is extended to the other beneficiaries within the meaning of Section 16.

## Claims procedure

### 21 What are the obligations of insured and eligible persons?

Solida or Helsana must be notified immediately if an accident occurs that is anticipated to activate the insurer's obligation to provide benefits.

The insured person or eligible person must do everything possible to help clarify the nature of the accident and its consequences. In particular, insured persons must release physicians who are treating them, or who have treated them in the past, from their professional secrecy obligations vis-à-vis Solida.

Otherwise, culpable breaches of obligation will result in compensation reductions for the insured or eligible person in accordance with section 20 above.

### 22 When are the insurance benefits due?

The insurance benefits are due after four weeks, once Solida or Helsana has received all of the relevant information and medical certificates needed to verify the accuracy and scope of the claim.

For capital benefits in the event of disability or death, insured or eligible persons have a statutory independent right to claim against Solida (Art. 95a VVG).

### 23 Can claims be assigned or pledged?

Before they have been definitively determined, claims to insured benefits can neither be assigned nor pledged without the express consent of Solida.

## Notifications

### 24 How is the insurer notified?

Notices to the insurer must be directed to the address stated in the policy for supplementary insurance from Helsana. Solida shall recognise all such notices and announcements as being addressed to it in its capacity as insurer.

Customers and insured and eligible persons receive notices from Helsana and Solida at their most recently reported postal address in Switzerland, e-mail address, if necessary, via the myHelsana client portal or they are published on Helsana's website and enclosed with the annual policy attachment.

### 25 How will my data be processed?

The company responsible for processing personal data (controller) in connection with an insurance application, stock management and the collection of payments is Helsana (Helsana Supplementary Insurances Ltd, Zürichstrasse 130, 8600 Dübendorf, Switzerland). 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.

Solida (Solida Versicherungen AG, Saumackerstrasse 35, 8048 Zurich, Switzerland) is the company responsible for processing personal data (controller) in connection with the settlement of claims.

Personal data is processed by the above-mentioned responsible companies (controllers) for purposes that arise from the contractual documents or for contract processing, in particular for determining the fee, for risk evaluation, for processing insurance claims and for statistical analyses. By signing this contract, the Helsana customer also consents to the processing of their data for marketing purposes.

Helsana and Solida transfer data to third parties involved in contract processing to the extent required. Accordingly, they may also forward data to coinsurance or reinsurance companies. Furthermore, Helsana and Solida may obtain relevant information (health, administrative and criminal data), in particular information regarding the claims history. This applies regardless of the contract coming into effect or not.

If the disclosure of confidential data to third parties (including processors) that is subject to contractual or statutory confidentiality and professional secrecy obligations is used in an appropriate manner for contract processing or the protection of legitimate interests, the customer releases Helsana and Solida from the duty of confidentiality with no need for separate consent. Helsana and Solida have no control over how third parties (e.g. the authorities) handle this information, with the exception of processors and other Helsana companies.

The Helsana customer has the right to request the legally stipulated information from Solida and Helsana about the processing of the data that relates to them.

The responsible companies (controllers) store the personal data in line with the applicable legal obligations. They also store the relevant personal data beyond the statutory retention periods if this is necessary for asserting and defending the legal claims of one of the two responsible companies. The duration of the retention is based on, among other things, the statutory retention period or the duration for which claims may be asserted against Solida or Helsana. Data that is no longer needed is erased or anonymised as stipulated by law.

### 26 Which companies are members of the Helsana Group?

The members of the Helsana Group are Helsana Insurance Company Ltd, Helsana Supplementary Insurances Ltd and Helsana Accidents Ltd.

### 27 Which companies are partner companies of the Helsana Group?

The current partner companies of Helsana and the Helsana Group are listed on their website.

### 28 Where is the place of execution for the insured benefits?

The place of execution is the Swiss residence of the insured or eligible person or legal representative. If no such residence exists, Solida's headquarters shall be the place of execution.

### 29 Where is the place of jurisdiction?

Actions arising from the insurance contract must be dealt with either in the court of law with jurisdiction for the Swiss domicile of the insured or eligible person, or with jurisdiction for the headquarters of Solida for capital benefits or with jurisdiction for the headquarters of Helsana for all other cases.

## **Additional benefits**

### **1 Property damage and medical aids**

For damage to property that replaces a part of the body or a bodily function, such as spectacles, dentures, hearing devices etc., as well as for medical aids that compensate for physical damage or malfunction, Helsana shall cover any costs not covered or only partially covered by compulsory healthcare insurance according to the standards and rates of compulsory accident insurance.

### **2 Rescue, recovery, travel and transport costs**

Helsana shall cover any costs not covered or only partially covered by compulsory healthcare insurance for necessary accident-related rescue and recovery costs, as well as medically necessary accident-related travel and transport costs, according to the standards and rates of compulsory accident insurance.

If such costs are incurred abroad, they shall be compensated for no more than one fifth of the maximum insurable annual earnings according to the standards and rates of compulsory accident insurance.

### **3 Home nursing care**

In accordance with the standards and rates of compulsory accident insurance, Helsana makes contributions to accident-related home nursing care that has been prescribed by a doctor, to the extent that such costs are not covered or are only partially covered by compulsory healthcare insurance.

### **4 Mobility costs**

Helsana shall contribute towards the costs of transporting people on public transport or by taxi within Switzerland in conjunction with a medically recognised disability of 40% or more (without progression) up to CHF 1,000 per calendar year and a maximum of CHF 5,000 per claim. The insured person shall claim the costs based on personal circumstances and submit the proof of costs to Helsana.

### **5 Assumption of the fee (premium waiver)**

In the case of death or disability of a person with the obligation of child maintenance Helsana shall pay the fee for PREVEA Accident insurance for the insured children up to the age of 18. This shall apply from the date of death or of a recognised decision of the disability insurance (IV) documenting a disability caused by an illness or accident of at least 70% (full pension), specifically in the amount of the benefits insured on the date mentioned.

### **6 Transport of human remains and burial costs**

The necessary costs for transport of the body to the place of burial shall be covered. If such costs are incurred abroad, they shall be compensated for no more than one fifth of the maximum insurable annual earnings according to the standards and rates of compulsory accident insurance.

The burial costs shall be covered provided they do not exceed seven times the maximum amount of the insurable daily earnings according to the standards and rates of compulsory accident insurance.

### **7 Indemnity insurance**

The benefits of Helsana are defined as indemnity insurance. The duty on the part of Helsana to provide benefits is therefore contingent on loss of assets caused by an accident.