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General Insurance Conditions (AVB) for the Insurance of Victims of Crimes and Offences

List of Contents

General

- 1 Insured persons
- 2 Basis of contract
- Scope of Insurance**
- 3 Subject of the insurance
- 4 Area of validity
- 5 Insurance benefits
- 6 Non-insured events
- 7 Death
- 8 Disability
- 9 Costs of medical treatment
- 10 Property damage

Definitions

- 11 Definition of accident
- 12 Concurrent illnesses

Miscellaneous

- 13 Place of execution
 - 14 Data protection
 - 15 Place of jurisdiction
-

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

General

1 Insured persons

Persons may be insured if they are entitled to private,
global or operating legal protection according to the
COOP legal protection provisions.

2 Basis of contract

The provisions of the Federal Act on Insurance
Contracts (VVG) of 2 April 1908 also apply.

Scope of Insurance

3 Subject of the insurance

The insurance covers accidents suffered by an
insured person where such accidents are caused by
deliberate criminal acts in the sense of crimes or
offences threatening life or physical condition.

4 Area of validity

The insurance is valid worldwide, but ceases upon
expiry of the year of insurance in which a COOP legal
protection policyholder permanently relocates abroad.

5 Insurance benefits

Death:

CHF 150,000

Full disability:

CHF 300,000 (without progression)

Pension payment

According to Section 8 f) for insured persons over the
age of 65

Costs of medical treatment

These are covered for an unlimited amount for a period
of five years supplementary to compulsory health
care insurance, military insurance, Federal Disability
Insurance or compulsory accident insurance.

Property damage

Up to CHF 5,000 per event for damage to property
carried by or with the insured person, provided the
damage occurs in connection with an insured accident.

6 Non-insured events

The company has no obligation to provide benefits
if no accident event has occurred in the sense of
Section 3. Accidents due to warlike events, as well
as health damage from the effects of any type of
ionising radiation or changes in the structure of the
atomic nucleus, are particularly excluded.

7 Death

If the insured person dies from the consequences of
an accident, the company shall pay the agreed death
benefits to the following beneficiaries, in this order:

- a) to the spouse;
- b) to any legitimate children, in equal parts; children who,
at the time of the insured person's accident, were
legally adopted or declared as legitimate children by
the insured person, or who were consistently cared
for and raised by the insured person without compen-
sation, are deemed equivalent to legitimate children.
The same applies for children born out of wedlock with
regard to claims for benefits that arise from their
mother's death. With regard to claims for benefits
arising from the death of the father, a child born out of
wedlock is deemed equivalent to a legitimate child
provided that paternity is established by a legally
binding decision or by a credible, written declaration
on the part of the insured person;
- c) in the event there are beneficiaries that fall under both
a) and b), each group shall receive 50%; if none of
the aforementioned survivors exist, the funeral costs
alone will be compensated for up to 10% of the total
death benefits.

8 Disability

- a) If the accident causes an insured person to suffer a disability that is anticipated to be lifelong, the company shall pay the agreed sum insured for disability, paying the full sum insured in the case of full disability, and a proportional part of the sum insured in the case of partial disability.
- b) Full disability is considered to be the loss of both arms or hands, both legs or feet, the simultaneous loss of one arm or hand and one leg or foot, complete paralysis, untreatable mental illness that rules out all forms of employment, and complete blindness.
- c) For partial disability, the following percentages of full disability are binding:
 - Loss of vision in one eye 30%
 - Loss of vision in one eye, if that in the other eye had already been totally lost before the accident occurred 70%
 - Loss of hearing in both ears 60%
 - Loss of hearing in one ear 15%
 - Loss of hearing in one ear, if that in the other ear had already been totally lost before the accident occurred 45%
 - Loss of one arm at the elbow or above the elbow 70%
 - Loss of one lower arm or one hand 60%
 - Loss of one thumb 20%
 - Loss of one index finger 12%
 - Loss of one other finger 5%
 - Loss of one leg at the knee or above the knee 60%
 - Loss of one leg below the knee 50%
 - Loss of one foot 40%

Full loss of use of limbs or organs is deemed equivalent to their loss.

In the event of partial loss or partial loss of use, a correspondingly lower degree of disability will be applied. For cases which are not listed above, the degree of disability is determined on the basis of medical assessment and in accordance with the percentage rates above.

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

- d) Aggravation of the consequences of an accident due to pre-existing physical 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 does not affect the preceding subsection c) regarding the loss of vision and hearing.
- e) The degree of disability is initially determined based on the anticipated permanent state of the insured person, but no later than five years following the accident.
- f) If the insured person has completed their 65th year of age at the time of the accident, a lifelong pension will be paid out instead of the lump sum (subsection a) above). The amount of this pension is based on the age of the insured person at the start of pension payment and is calculated based on the following pension table. The pension begins as soon as the degree of disability can be determined, and is paid out on a quarterly basis in advance.

Pension table
 Annual pension per CHF 1,000 of capital

| Age | CHF | Age | CHF |
|-----|-----|---------|-----|
| 66 | 97 | 72 | 126 |
| 67 | 101 | 73 | 132 |
| 68 | 105 | 74 | 139 |
| 69 | 110 | 75 | 146 |
| 70 | 115 | Over 75 | 180 |
| 71 | 120 | | |

9 Costs of medical treatment

The company shall cover the costs listed under subsections a)–d) below provided that they are incurred within five years following the date of the accident:

- a) the necessary costs of medical treatment carried out or prescribed by registered medical practitioners or dentists, as well as hospital costs and the costs of treatment, accommodation and meals for balneotherapy and convalescent therapy prescribed by a doctor and carried out in a specialist institute with the approval of the company;
- b) throughout the duration of treatment as according to the preceding subsection a): expenses for the services of qualified care staff or care staff provided by a public or private institution 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 the preceding subsection a);
- d) expenses for:
 - all transportation of the insured person made necessary by the accident; however, transportation by aircraft is only covered if it is unavoidable for medical or technical reasons;
 - non-illness-related rescue activities to save the insured person;
 - activities to recover the body of the deceased person, if death is the consequence of an insured accident;
 - search and rescue activities to recover the insured person, up to a maximum of CHF 10,000.

If the medical expenses are covered by several insurance policies with other licensed insurance companies, they will only be indemnified once in total. In this case, it will be determined how much each company would need to compensate for the insured treatment costs under the relevant insurance if each company alone were obliged to provide benefits. The total of these benefits is then calculated. The compensation that must be provided by the contracting company, alongside the other companies, is limited to the portion corresponding to its share of this total.

The compensation does not apply to the extent that the treatment costs are borne by legal accident insurance, compulsory health care insurance, Federal Military Insurance or Federal Disability Insurance.

10 Property damage

The following are compensated in the event of property damage:

- a) the costs required to repair damage to insured property, up to a maximum of the current value of the insured property;
- b) the current value of insured property that has been destroyed; the value of any utilisable remains are deducted from the claims amount.

The beneficiary must substantiate the amount of the claim.

The claimant's claims for damages vis-à-vis third parties are transferred to the company, provided the compensation has been paid.

Definitions

11 Definition of accident

For the purposes of this insurance, an accident is any physical injury suffered involuntarily by an insured person due to the sudden impact of an external force. The following are deemed equivalent to accidents: health damage caused by involuntary respiration of gases or vapours and involuntary consumption of poisonous or corrosive substances.

12 Concurrent illnesses

If the consequences of the accident are significantly aggravated by pre-existing illnesses, or by newly occurring illnesses that were not initially provoked by the accident, compensation shall only be provided proportionally to the share that can be equitably attributed to the accident by a medical expert. This restriction does not apply for the insurance of medical treatment costs, however.

Miscellaneous

13 Place of execution

Any liabilities arising from this insurance must be executed in Switzerland and in Swiss national currency.

14 Data protection

14.1 Helsana Supplementary Insurances Ltd and the other companies in the Helsana Group handle the personal information of insured persons for the purposes of contractual processing and in order to provide personalised patient advice and care, but also in order to continually improve the quality of products and services they offer to potential, existing and former policyholders.

The data is evaluated using mathematical and statistical methods to form needs-based customer groups in order to optimally address the varying individual needs of insured persons, and to enable the cooperative partner, Helsana Supplementary Insurances Ltd, the companies in the Helsana Group and partner companies (specifically those listed on the insurer's website) to provide cost-effective products and services of interest to potential, existing and former policyholders.

The cooperative partner, Helsana Supplementary Insurances Ltd and the other companies in the Helsana Group are therefore also expressly entitled to examine any existing health insurance records related to basic and/or supplementary insurance and to process this information for the aforementioned purposes in the area of supplementary insurance only.

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

14.3 The current partner companies of Helsana Supplementary Insurances Ltd are listed on the insurer's website.

14.4 Helsana Supplementary Insurances Ltd and the Helsana Group are subject to particularly strict data protection guidelines. Therefore, no personal data is transmitted to third parties outside of the Helsana Group. Exceptions only occur in cases where the disclosure of data is expressly stipulated or permitted by a legal provision.

14.5 Personal data is only processed and stored in a database or in paper form for as long as required by legal and contractual provisions. Personal data is subsequently deleted.

15 Place of jurisdiction

For any disputes arising from this contract, the insurer recognises the authority of courts of law with jurisdiction for the Swiss domicile of the insured person or beneficiary.