

Group accident insurance

# General Insurance Conditions (GIC)

Version 2022, for insurance operations not subject  
to the Federal Accident Insurance Act (UVG)

**SWICA**

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# Client information

## Overview of your accident insurance supplementary to the UVG

### Dear Client,

This document governs the provisions of group accident insurance for operations not subject to the Federal Accident Insurance Act (UVG). The introduction offers an overview of the most important aspects of the insurance. The following pages explain in detail the legally binding insurance conditions.

### Who is the insurance carrier?

SWICA Insurances Ltd,  
Römerstrasse 37, 8400 Winterthur

### Who is insured?

The insurance covers the persons and groups defined in the policy.

### What is insured?

The insurance covers accidents that occur during the contract term (see Art. 8).

### What is not insured?

The insurance does not cover accidents (Art. 9) that

- result from acts of war or terrorism, gang-related crimes, or from participation in such.
- occur while the person is serving in a foreign military.
- result from earthquakes in Switzerland or the Principality of Liechtenstein.
- result from ionising radiation and damage from nuclear energy.

For insured persons who have reached the statutory AHV retirement age at the time of the accident, lump sum benefits for disability and death are limited.

This list also includes acts of daring and participation in civil unrest, brawls and fights, as well as committing crimes and misdemeanours and participation in races with motor vehicles.

### What benefits can be insured?

- Medical expenses from accidents
- Daily accident benefits
- Daily hospital benefits
- Accident lump sum on disability and/or death

### How is the premium calculated?

The premium is calculated based on the premium rates defined in the policy. If an advance premium has been agreed, SWICA will calculate the definite premium at the end of the year. Any difference that may arise is then either repaid or billed. This procedure does not apply in the case of flat-rate premiums. SWICA adjusts the advance premium accordingly for the following year.

If the premium rate increases, SWICA can adjust the premium. For this it must inform the policyholder at the latest 30 days before the insurance year ends. The policyholder then has the right to terminate the contract.

### What are the policyholder's obligations?

The policyholder must

- pay the premium on time (Art. 26).
- declare the salaries (except in the case of agreed salaries) (Art. 25).
- inform SWICA immediately about an accident (Art. 21).
- inform SWICA about any significant increase in risk (Art. 28).
- inform the insured persons about data processing.

### How long is the contract term?

The contract term is defined in the policy. At the end of the term, the contract automatically extends for an additional year unless one of the contracting parties receives notice of termination no later than three months before the term ends. The policyholder can also terminate the contract during a claim involving an insured accident – without affecting the claim in question.

## How does the policyholder share in a favourable claims history?

If insurance with surplus participation was purchased, the policyholder will receive a portion of any surplus that may be due from the contract on completion of three full insurance years.

The following formula is used to calculate the surplus: (annual premiums × premium portion – claims expenditure) × surplus portion.

The premium portion and the surplus portion are shown in the policy.

## What data is used and how?

SWICA obtains information about the following in connection with negotiating and managing the contract:

- Client data (name, address, date of birth, gender, bank details, etc.), stored in electronic customer files
- Application data (answers to questions in the application, health data, medical reports, data from the previous insurer regarding the claims history)
- Contract data (term, insured benefits, payrolls, etc.), stored in contract administration systems and physical policy files
- Payment data (dates on which premiums are paid, outstanding amounts, reminders, credit balances, etc.), stored in debt collection databases
- Data on benefits (medical/accident reports by insured persons, investigation reports, invoices, etc.), stored in physical claims files and electronic applications

This information is needed in order to verify and assess the risk, manage the contract, and process benefit cases correctly.

After settling a benefit case, SWICA keeps the claims data for at least ten years; it keeps all other data for ten years from the date when the contract ends.

If necessary, the data will be forwarded to third parties involved in the contract, such as other participating insurers, the authorities, lawyers and external experts. Data can also be forwarded for the purpose of uncovering or preventing insurance fraud.

SWICA can request and forward relevant information from the authorities, private and social insurance carriers, doctors and hospitals if authorised to do so by the applicant or insured person.

The companies of SWICA Healthcare Organisation grant each other access to client data (in order to identify clients) and contract data (except application and claims data) in order to simplify administrative procedures and for marketing purposes.

### Important!

For more information please refer to the quotation, application, policy and the General Insurance Conditions (GIC).

# General Insurance Conditions (GIC)

## Group accident insurance for operations not subject to the UVG

### I. Basic principles

The insurance carrier is SWICA Insurances Ltd, Römerstrasse 37, 8400 Winterthur, hereinafter referred to as "SWICA". The relevant service centre is shown in the policy. For general questions, please call us free of charge on +41 58 800 99 33 or send us an email at [swica@swica.ch](mailto:swica@swica.ch).

#### Art. 1 Basic contract information

This contract is based on the following:

- a) The policy
- b) The General Insurance Conditions and any supplementary insurance conditions and addenda
- c) The Federal Insurance Contract Act (ICA) for matters that do not fall under letters a and b above
- d) All contractual arrangements between SWICA and the policyholder or insured person that are set out in writing or in a form that permits text-based verification

### II. Validity of the insurance

#### Art. 2 Basic principle

1. The contract includes accident cover under insurance lines that are not subject to the Swiss Federal Accident Insurance Act (UVG).
2. The insured persons and the insured benefits are defined in the policy.
3. Medical expenses cover falls under indemnity insurance. Daily benefits cover, daily hospital benefits cover, and lump-sum disability and lump-sum death benefit cover fall under fixed-sum insurance.

#### Art. 3 Policyholder, insured person, insured companies

1. The term "policyholder" refers to the natural person or legal entity that has entered into the insurance contract.
2. The term "insured person" refers to the insured individual.
3. The insured companies are defined in the policy. The insurance covers all locations and branch offices of the policyholder in Switzerland, unless the policy contains provisions to the contrary.

#### **Art. 4 Beginning, term, and end of the insurance contract**

1. The start and end dates of the insurance contract are shown in the policy.
2. SWICA can reject the application in writing or in another form that permits text-based verification until the policy or definitive cover confirmation has been issued. If it rejects the application, cover ends three days after the notification reaches the policyholder. The premium is owed as a prorated amount.
3. The contract renews automatically by one year when the term ends. Either contracting party can terminate the contract as of the end of the term. The notice period is three months. Notice must be given in writing or in another form that permits text-based verification. If the contract was purchased for less than one year, it ends without notice on the end date shown in the policy.
4. Other reasons for terminating the insurance contract are:
  - a) The policyholder gives up the business.
  - b) The registered office is transferred abroad.
  - c) Bankruptcy proceedings are instituted against the policyholder (unless a third party, e.g. a bankruptcy trustee, continues to pay the premium).
  - d) The risk no longer applies.

#### **Art. 5 Termination in connection with a claim**

1. The policyholder can terminate the contract after any accident for which SWICA pays benefits. He<sup>1</sup> must send the notice to SWICA in writing or in another form that permits text-based verification no later than 14 days after he became or could have become aware of the payment. The contract ends when the notice reaches SWICA.
2. SWICA waives its right of termination in connection with a claim, except in cases where the notification obligation was violated or where insurance fraud was attempted or committed.

#### **Art. 6 Territorial validity**

1. Policyholders that have their registered office in Switzerland are covered worldwide.
2. If an insured person has an accident while abroad, SWICA will also cover the costs incurred there within the scope of the agreement.

#### **Art. 7 Definitions**

1. An **accident** is a sudden, unintended effect of an unusual external factor on the body that results in a physical, mental or psychological impairment, or that leads to death (Art. 4 ATSG). In the case of accident-like physical injuries, the provisions of the UVG apply.
2. **Incapacity for work** is the full or partial inability to exercise the current profession and do work that can be reasonably expected due to an impairment of physical, mental or psychological health (Art. 6 ATSG). In the case of incapacity for work over a prolonged period, performing a reasonable activity in another field or remit must also be considered.
3. The provisions under the UVG apply in relation to the term **“doctor”**.
4. **Spas** are institutions that offer follow-up treatment or rehabilitation services, are managed by doctors, and have the necessary and properly trained medical staff and appropriate facilities.
5. **Hospitals** are defined as Swiss institutions and departments of such that provide inpatient treatment for illnesses and the consequences of accidents, that are managed permanently by doctors, and that have the necessary and properly trained medical staff and appropriate facilities.
6. **ATSG** Federal Law on the General Part of the Social Security Law (SR 830.1)  
**GIC** General Insurance Conditions  
**IVG** Federal Law on Disability Insurance (SR 831.20)  
**KVG** Federal Law on Health Insurance (SR 832.10)  
**MVG** Federal Law on Military Insurance (SR 833.10)  
**UVG** Federal Accident Insurance Act (SR 832.20)  
**ICA** Federal Insurance Contract Act (SR 221.299.1)

<sup>1</sup> In order to enhance readability, only the masculine form is used throughout this text. This applies to all gender-specific references in the text.

### III. Insured benefits

#### Art. 8 Subject of the insurance

1. SWICA insures the economic consequences resulting from accidents. The scope of the insurance benefits is defined in the policy.
2. The insurance covers occupational accidents that occur during the contract term.
3. Non-occupational accidents are insured only if this has been expressly agreed in the policy.
4. Occupational accidents refers to accidents that occur while the person
  - works for an insured company or exercises an insured function.
  - is on a break from work, provided he remains on the company's premises.
  - is on the direct way to or from work.

All other accidents fall under non-occupational accidents.

5. Overall entitlement to benefits from all accident insurance policies with SWICA (except mandatory accident insurance under the UVG) is limited to 10000000 francs per person and event.

#### Art. 9 Exclusions and reductions

1. Excluded from the insurance are accidents
  - a) resulting from acts of war or terrorism, gang-related crimes, or from participation in such.
    - However, if the insured person is overtaken by such events while abroad, insurance cover remains in place until 14 days after the first incident.
    - If the insured person becomes a victim of aircraft hijacking, SWICA pays the full benefits, even if the aircraft is hijacked in a country that is engaged in armed conflict.
    - SWICA does not pay benefits if the insured person is the victim of an aircraft hijacking that takes place more than 48 hours after a war breaks out.
  - b) while serving in a foreign army.
  - c) when participating in civil unrest.
  - d) when participating in fights and brawls, unless the fighting parties injure the insured person as a non-participant or while he is assisting a defenceless person.
  - e) when committing or attempting to commit a crime or misdemeanour.
  - f) when participating in races with motor vehicles of all kinds or while training for such.

- g) when committing acts of daring. Acts of daring are actions in which the insured person exposes himself to particularly high risk without taking or being able to take precautions that would reduce the risk to a reasonable level. Rescuing others, however, is insured even if doing so is considered an act of daring.
  - h) resulting from earthquakes in Switzerland or the Principality of Liechtenstein.
  - i) resulting from health impairments that the insured person or another eligible claimant has caused intentionally.
  - j) resulting from the effects from ionising radiation and damage from nuclear energy. However, the insurance does cover impaired health resulting from medically prescribed radiotherapy in connection with an insured accident or an insured occupational illness.
2. If an insured person has reached statutory AHV retirement age at the time of the accident, the following restrictions apply:
    - a) The insured disability lump sum is 100000 francs (in the case of full disability; the progression table does not apply).
    - b) The insured death lump sum is 50000 francs.
  3. The death lump sum for children is limited as follows:
    - Until the age of two years and six months: 2500 francs
    - Until the age of twelve: 20000 francs
  4. SWICA waives its right to reduce benefits in the case of accidents caused through gross negligence.

#### Art. 10 Insured persons

The insured persons and groups are listed in the policy.

#### Art. 11 Duration of cover for the insured person

1. Cover for the individual insured persons begins
  - a) when the insurance contract starts.
  - b) when the person joins the group of insured.
2. Cover for the individual insured persons ceases
  - a) when the insurance contract ends.
  - b) when the person leaves the group of insured.
  - c) when the obligation to pay benefits has been suspended because the policyholder is in arrears with its payments.
3. SWICA will continue to pay contractual benefits for an accident that involved the insured person during the contract term.

## Art. 12 Treatment costs from accidents

1. SWICA will pay for the part of the accident treatment costs that is not already covered by social insurance (e.g. KVG, UVG, IVG, MVG or corresponding foreign insurers). However, SWICA does not pay the franchises, deductibles or other fees charged by the social insurance providers.
2. Supplementing social insurance benefits, SWICA will pay the following within the limits of the agreed cover for treatment costs:
  - a) The cost of necessary medical treatment that has been ordered and administered by medical staff as defined in the UVG.
  - b) Natural treatment procedures recognised by SWICA, provided they are administered by a doctor or therapist who is recognised by SWICA; SWICA keeps a list of recognised forms of treatment and therapists. This list is publicly available at [swica.ch](http://swica.ch) and can also be requested from the customer service centre. A rate of 80 francs per hour applies unless a recognised scale exists.
  - c) Cost of homeopathic, phytotherapeutic and anthroposophic preparations that are prescribed or issued in accordance with para. 2, letter b) and are not on the Negative List.
  - d) The cost of preparations and medications is reimbursed at the retail price. In the case of home-made preparations and medications, SWICA will reimburse the cost of production plus a supplement of at most 30%.
  - e) The hospital costs for not more than five years after the accident date. The costs of a hospital ward (general, semi-private, private) covered by the insurance is shown in the policy. The patient can choose any public or private hospital.
  - f) The cost of a medically necessary and prescribed stay at a spa that is managed by doctors and located in Switzerland. It is essential that SWICA be contacted beforehand for approval of the costs. The insurance pays a maximum of 200 francs per day for room and board.
  - g) The cost for services by certified nursing staff for the duration of the treatment in accordance with para. 2.
  - h) The cost of renting healthcare equipment.
  - i) The cost of purchasing aids to replace a body part or function. SWICA will cover the cost of repairs, adjustments or renewal of an aid that was used with due care, unless a third party is liable for its replacement. Aids that can be reused, e.g. walking aids, are made available only on a rental basis.

## j) The costs of

- all transport of the insured person that is necessary for medical reasons because of the accident. Transport by aircraft is covered only if unavoidable for medical or technical reasons.
  - accident-related rescue operations of the insured person.
  - recovery missions if the death was caused by an insured accident or from exhaustion.
  - searches conducted with a view to rescuing or recovering the body of the insured person, up to 20000 francs.
- k) SWICA covers the cost of medically prescribed home care administered by qualified nursing staff for up to five years from the accident date.
  - l) In the case of emergency treatment abroad, SWICA will pay not more than twice the costs that would be incurred for the same treatment in Switzerland.

## Art. 13 Daily accident benefits

1. If a doctor confirms that the insured person is unfit for work, SWICA will, in the event of full incapacity for work, pay the daily benefits included in the policy. Daily accident benefits insurance, except for para. 5, constitutes fixed-sum insurance.
2. In the case of partial incapacity for work of at least 25%, daily benefits will be adjusted to the level of incapacity. Days of at least 25% incapacity for work count fully when calculating the waiting period and benefit period.
3. The waiting period starts on the first day on which the person is at least 25% incapacitated based on a medical opinion, at the earliest three days before the first medical treatment.
4. No daily benefit is paid for the day of the accident. The insurance pays daily benefits per accident for a maximum of 730 days as of the agreed start date, but not past the start date of another disability benefit for which SWICA is liable. If the insured person has reached AHV retirement age, entitlement to benefits continues for a maximum of 180 days for all current and future benefit cases jointly. However, daily benefits are paid only until the insured person has reached the age of 70. Entitlement to benefits ends in any case five years after the accident date.
5. In the case of insured persons below age 16, SWICA pays not more than the effective loss of earnings.

#### Art. 14 Daily hospital benefits

1. SWICA will pay the daily hospital benefits shown in the policy for the duration of a medically required accident-related hospital stay. Daily hospital benefits cover falls under fixed-sum insurance.
2. It also pays daily hospital benefits for the duration of a medically prescribed stay at a spa in Switzerland that is managed by doctors.
3. If the insured person is under home care, any documented additional costs for managing the household are insured as well if the work is performed by a person who shared the household with the insured person already before the accident occurred. In this case, SWICA will pay not more than half of the daily hospital benefits defined in the policy for as long as is necessary for medical reasons.
4. For each accident, daily hospital benefits are paid for a maximum of 365 days, but not past the start date of another disability benefit for which SWICA is liable. When the person reaches statutory AHV retirement age, entitlement to benefits continues for a maximum of 180 days for all current and future benefit cases jointly. Entitlement to benefits ends in any case five years after the accident date.

#### Art. 15 Disability

1. SWICA pays the lump-sum disability benefit specified in the policy for full disability cases. Lump-sum disability insurance falls under fixed-sum insurance.
2. Full disability refers to the loss of or inability to use both arms or hands, both legs or feet, or the loss of one arm or one hand along with the loss of one leg or one foot, total paralysis, or complete blindness.

3. In the case of partial disability, the following percentages of full disability are binding:

• Very painful functional impairment of the spine	50%
• Loss of sight in one eye	30%
• Loss of sight in one eye if the other eye was already fully blind before the insured event occurred	70%
• Loss of hearing in both ears	60%
• Loss of hearing in one ear	15%
• Loss of hearing in one ear if the other ear was already fully deaf before the insured event occurred	45%
• Loss of an arm at the elbow or above	70%
• Loss of the lower arm or a hand	60%
• Loss of a thumb	20%
• Loss of an index finger	12%
• Loss of another finger	5%
• Loss of a leg at the knee or above	60%
• Loss of the lower leg	50%
• Loss of a foot	40%

Full loss of the use of a limb or organ is deemed to be the same as the loss of the limb or organ. In the case of only partial loss or incapacity, a commensurately reduced disability level applies. In cases not listed above, the disability level is determined by a medical opinion on the basis of the rates for physical and mental impairment shown in Appendix 3 of the Ordinance on Accident Insurance (UVV). In the case of the loss or incapacity of several body parts as the result of the same accident, the disability level is, as a rule, determined by adding the percentages; however, it can never exceed 100%.

4. If a prior physical impairment aggravates the consequences of an accident, entitlement to compensation cannot be higher than if the accident had affected a fully fit person. If body parts were missing or rendered useless in part or in full before the accident, the disability level already determined on the principles laid out above will be deducted commensurately when calculating the level of disability. Para. 3 on the loss of vision and hearing is reserved. This provision also applies to physical ailments not related to an accident.
5. The disability level is determined only after the insured person's condition has been established as likely to be permanent.

6. Lump sum disability insurance can be agreed without reliance on the progression table. If a disability lump sum was agreed with progressive sums insured (options A and B), compensation in the case of disability of more than 25% increases in accordance with the following table:

Options from %	A to %	B to %	Options from %	A to %	B to %
• 26	27	28	• 64	117	170
• 27	29	31	• 65	120	175
• 28	31	34	• 66	123	180
• 29	33	37	• 67	126	185
• 30	35	40	• 68	129	190
• 31	37	43	• 69	132	195
• 32	39	46	• 70	135	200
• 33	41	49	• 71	138	205
• 34	43	52	• 72	141	210
• 35	45	55	• 73	144	215
• 36	47	58	• 74	147	220
• 37	49	61	• 75	150	225
• 38	51	64	• 76	153	230
• 39	53	67	• 77	156	235
• 40	55	70	• 78	159	240
• 41	57	73	• 79	162	245
• 42	59	76	• 80	165	250
• 43	61	79	• 81	168	255
• 44	63	82	• 82	171	260
• 45	65	85	• 83	174	265
• 46	67	88	• 84	177	270
• 47	69	91	• 85	180	275
• 48	71	94	• 86	183	280
• 49	73	97	• 87	186	285
• 50	75	100	• 88	189	290
• 51	78	105	• 89	192	295
• 52	81	110	• 90	195	300
• 53	84	115	• 91	198	305
• 54	87	120	• 92	201	310
• 55	90	125	• 93	204	315
• 56	93	130	• 94	207	320
• 57	96	135	• 95	210	325
• 58	99	140	• 96	213	330
• 59	102	145	• 97	216	335
• 60	105	150	• 98	219	340
• 61	108	155	• 99	222	345
• 62	111	160	• 100	225	350
• 63	113	162			

7. The insured person is entitled to disability benefits.  
 8. If the person needs to retrain for a new job because of an accident for which SWICA has paid benefits, SWICA will pay a reasonable part of the costs of up to 10% of the insured disability amount.  
 9. If the disability level changes at a later stage without the influence of any further event, no additional lump sums will be paid nor will any excess benefits that were paid be reclaimed.

## Art. 16 On death

- SWICA pays the lump-sum death benefit shown in the policy if the insured person dies. Lump-sum death benefit cover falls under fixed-sum insurance.
- If it is proven that the accident caused the death of the insured person immediately or within two years from the accident date, SWICA will pay the insured death lump sum in equal parts to
  - the insured person's spouse; if none,
  - the registered partner in accordance with the Federal Law on the Registration of Partnerships for Same-Sex Couples; if none,
  - the eligible children in accordance with the UVG; if none,
  - the natural persons specified as the beneficiaries in the insured person's will; if none,
  - the insured person's children who are not entitled to a pension in accordance with the UVG; if none,
  - the insured person's parents; if none,
  - the insured person's siblings.
- Spouses and children from a marriage that was formed after the accident occurred are not entitled.
- In the absence of the beneficiaries as defined in Art. 16 para. 2, SWICA will pay the funeral expenses up to 10% of the death lump sum.
- A beneficiary of the death lump sum will not be eligible if he caused the insured person's death by committing a crime or misdemeanour. In this case, the lump sum will be paid to the other eligible persons.
- Any disability lump sum that is paid will be offset against the death lump sum.

## Art. 17 Involvement in causes not related to the accident

If incapacity for work or disability can be attributed only in part to the insured accident, SWICA will pay only the commensurate part in benefits. This part will be determined on the basis of an expert medical opinion.

#### **Art. 18 Third-party benefits**

1. SWICA will pay only the part of the treatment costs that is not already covered
  - under KVG, UVG, ICA, military, or federal disability insurance or by a similar foreign insurer.
  - by a liable third party.
2. If the medical costs are covered under policies with several licensed insurers, SWICA will pay benefits from this contract only in the ratio of the guaranteed benefits that are paid jointly by all participating insurers.
3. If SWICA pays benefits instead of a liable third party or a Swiss or foreign social or private insurer, the insured person must assign his claims to SWICA in the amount of the benefits received. SWICA will stop paying benefits if the insured person refuses to sign a deed of assignment.
4. SWICA's obligation to pay benefits ceases if the insured person agrees a settlement with a third party without first obtaining SWICA's approval.
5. SWICA is under no obligation to pay benefits if the insured person fails to bring a claim against a third party in due time or neglects to file the claim altogether.
6. The insured person must inform SWICA immediately about the nature and scope of all benefits provided by third parties.

#### **Art. 19 Reclaimed and offset benefits**

1. The insured person must repay any benefits wrongfully received.
2. Entitlement to a refund ends one year after SWICA becomes aware of the situation, but no later than five years after it has paid the individual benefits. If entitlement to a refund derives from a criminal act for which criminal law stipulates an extended statutory period of limitation, this period is definitive.
3. SWICA has a right of set-off. The policyholder or eligible claimant, however, has no such right.

#### **Art. 20 Pledging and assignment**

Claims against SWICA may be neither assigned nor pledged. SWICA accepts no assignments or pledges of such claims.

## **IV. Procedural obligations**

#### **Art. 21 Accident notification**

1. SWICA must be notified of an accident that is likely to result in an obligation to pay out benefits within three days from when the circumstances become known.
2. If a factor other than an accident could be the cause of death, SWICA must be notified in good time about the situation so that it can arrange for an autopsy at its expense before the funeral.
3. If a claim is culpably reported late or not at all, the benefits can be reduced by the amount that would have been granted if the claim had been reported on time.

#### **Art. 22 Obligations of the policyholder or eligible claimant**

1. After every accident it is essential to immediately involve a doctor, dentist, chiropractor with a Swiss or equivalent foreign qualification (medical personnel), to arrange for professional care, and to follow the instructions of medical personnel or emergency staff (including hospitalisation).
2. The policyholder and insured person must do their utmost to assist in clarifying the cause of the accident and its consequences. In accordance with the obligation to mitigate loss, the policyholder or insured person must refrain from any activity that is incompatible with the incapacity for work or the drawing of insurance benefits and that endangers or delays the individual's recovery. All medical personnel who treat or have treated the insured person must be released from their professional secrecy obligations towards SWICA.
3. Insured persons and eligible claimants who are claiming insurance benefits must authorise all persons and offices to provide any information that may be necessary in order to establish the entitlement to benefits. In particular, these include employers, medical personnel, insurers, and the authorities.
4. SWICA is entitled to visit patients, request additional documents and information on the case (in particular medical certificates and reports, as well as salary statements) and to inspect official documents.
5. Every insured person is obliged to undergo a medical examination or assessment by doctors acting on the instructions of SWICA.
6. For SWICA to be able to refund the cost of treatment that was administered abroad, it must have the original invoice in German, French, Italian, English, or Spanish or a notarised translation in one of these languages.

### **Art. 23 Obligation to mitigate loss**

SWICA can, in accordance with Art. 21 para. 4 of the Swiss Federal Act on General Aspects of Social Security Law (ATSG), temporarily or permanently reduce or refuse its benefits if the insured person resists or refuses reasonable treatment or measures to reintegrate into working life that promise to significantly improve his earning capacity or if he fails to make a reasonable effort of his own accord to pursue opportunities for gainful employment. As a prerequisite, SWICA must send the insured person a reminder in advance in writing or another form that permits text-based verification and explain the consequences that apply under the law. Treatment and reintegration measures that pose a risk to the person's life and health are not deemed to be reasonable (Art. 21 para. 4 of the Swiss Federal Act on General Aspects of Social Security Law).

### **Art. 24 Tax at source**

1. If benefits are paid to the policyholder to forward to the insured person, the policyholder must calculate and pay the tax at source in accordance with the law.
2. If the tax authorities nevertheless institute proceedings against SWICA, SWICA has a right of recourse against the policyholder.

## **V. Premiums**

### **Art. 25 Premium statement**

1. If advance premiums are agreed, the policyholder must provide SWICA with the information needed for calculating the premium within a month of receiving the declaration form. SWICA will then calculate the definitive premiums based on this information.
2. If the policyholder fails to provide the information on time, SWICA will determine the premium based on an estimate. The policyholder has the right to object to the estimate within 30 days of receiving the statement. In the absence of any such objection, the estimated premium is deemed to have been accepted.
3. SWICA can inspect all material documents (e.g. payroll records, receipts, AHV statements) of the company and, in particular, request a copy of the AHV declaration in order to verify the information on the declaration form. SWICA also has the right to inspect documents directly at the AHV office.
4. The definitive premium from the preceding year is deemed to be the advance premium of the following insurance year.

### **Art. 26 Premium payment**

1. In the absence of an agreement to the contrary, the premium is set per insurance year and must be paid in advance by the due date. In the case of instalments, the full premium for the year remains due. Unless agreed otherwise, 1 January is the principal date when the premium is due, and the insurance year is the same as the calendar year.
2. If the premium is not paid by the specified date, SWICA will ask the policyholder in writing or in another form that permits text-based verification to pay the amount within 14 days from the reminder date and point out the consequences of default. If the reminder remains without effect, SWICA's obligation to pay benefits for current claims shall be suspended (interruption of cover) from when the reminder period ends until the premiums, including interest and costs, have been paid in full. SWICA is under no obligation to pay benefits for claims that are brought while the benefit obligation is suspended – even if the owed premium is paid in full.
3. If the contract is cancelled before the insurance year ends, SWICA will refund the partial premium for the remaining part of the insurance period. SWICA refrains from collecting instalments that fall due on a later date. The provisions on premium statement as defined in Art. 25 apply.
4. The premium for the current insurance period is due in full if the policyholder terminates the contract in connection with a benefit case within one year from the date on which it was signed.

### **Art. 27 Premium adjustment**

1. SWICA can adjust the premium rates to the end of the insurance year in line with benefit trends.
2. If the premium rate changes, SWICA can demand that the contract be amended effective from the following insurance year.
3. SWICA must inform the policyholder of the new premium rates at least 30 days before the insurance year ends.
4. The policyholder then has the right to terminate the entire contract or only the benefit type whose premium rate or premium was increased as of the end of the current insurance year. In this case, the entire contract or parts thereof are terminated at the end of the insurance year. Notice of termination must reach SWICA no later than on the last working day (the stamp date is not decisive) of the insurance year in writing or in another form that permits text-based verification.
5. The changes to the contract are deemed to have been approved unless the policyholder terminates the contract in good time.

## Art. 28 Increase and reduction of risk

1. SWICA must be informed immediately if a circumstance changes (in particular the type of insured operation or the insured person's profession or activity) during the contract term in a way that is significant for assessing the risk.
2. If risk increases, SWICA can adjust the premium from the date on which the higher risk begins or terminate the contract by giving four weeks' written notice within four weeks of being informed. If the premium increases, the policyholder has the right to terminate the contract within four weeks of being notified by giving four weeks' notice in writing or in another form that permits text-based verification. In both cases, SWICA is entitled to the rate-based premium increase from the date on which the risk increases until the date on which the contract ends.
3. If the risk decreases, SWICA will reduce the premium accordingly from the date on which it is duly informed in writing by the policyholder.

## VI. Surplus participation

### Art. 29 Basic principle

1. The policyholder receives a prorated share of the surplus from his contract, provided this has been agreed in the policy. The policyholder is entitled to participate in the surplus after three full consecutive insurance years in which this provision applies.
2. If the portion relevant for determining the surplus changes during the billing period, the bonus is weighted accordingly.
3. Entitlement to surplus participation ceases if the contract is cancelled before the end of the statement period.

### Art. 30 Statement

1. The cost of administering benefits is deducted from the share of the paid premiums specified in the policy. The policyholder receives the agreed portion of any surplus that has been achieved. Losses are not carried forward to the next billing period.
2. If benefit cases have not been settled by the end of the billing period, the statement will be postponed until they have been settled or until benefits have been finalised.
3. The statement will be issued at the latest six months after the end of the billing period, provided the premiums that are due for the billing period have been paid and any benefit cases have been settled.
4. If claims for accidents are reported after the account statement has been finalised or further payments are made that fall in the closed accounting period, SWICA will issue a new account statement of the surplus participation and reclaim any bonuses that may have already been paid.

## VII. Data processing

### Art. 31 Data processing by SWICA

1. SWICA obtains and uses the personal data of its policyholders and insured persons in compliance with the Swiss Data Protection Act and its ordinances, with social and private insurance law, and with its data protection provisions (SWICA's Data Privacy Statement).
2. In particular, processing involves master and contract data (such as first name, surname, address, postcode, date of birth, email address, phone number [mobile and fixed line], bank details, marital status, number of children, data on authorised representatives, financial information on income), health data (diagnoses, symptoms, medication, operations carried out, etc.), data on treatment and its course, benefit costs, data on personal and interpersonal circumstances, personality profiles, data from other insurers and service providers, and data relating to debt collection and bankruptcy law.
3. The data is processed for purposes that the policyholder or insured person has agreed to while applying for and purchasing the insurance, for purposes relevant for the GIC and SC, or for purposes for which SWICA is authorised under the Swiss Data Protection Act and under social and private insurance law.
4. In particular, SWICA processes data during the application phase (consultation, request, review, purchase, etc.) for contract purchases and while managing the contract (administering benefits, providing information and customer care, managing the customer journey and integrated care, handling product offers, marketing, etc.) for the duration of the insurance relationship. Furthermore, SWICA uses mathematical methods to analyse such data for statistical purposes, to develop and improve the quality and utility of its services and products for current, former and prospective policyholders or insured persons, and to inform its policyholders or insured persons accordingly. SWICA also reserves the right to investigate suspected cases of insurance fraud if there are substantiated reasons for doing so. SWICA can create personality profiles in connection with these processing steps.
5. SWICA stores the personal data electronically or in paper form and processes it to provide the contractual services and to advise policyholders or insured persons and provide them with reliable insurance cover that meets their needs.

6. SWICA can commission third parties (other insurers involved, medical examiners, authorities, lawyers and external experts, data centres, etc.) to provide services for the benefit of the policyholder or insured person and pass on personal data to third parties for the fulfilment of such tasks. SWICA contractually obliges third parties to maintain confidentiality and secrecy and to comply with the Swiss Data Protection Act. Data can also be passed on for the purpose of detecting or preventing insurance fraud.
7. Data can be exchanged within SWICA to clarify whether a benefit obligation applies under daily sickness benefits insurance or accident insurance.
8. For more information about data processing, please refer to SWICA's Data Privacy Statement. The Data Privacy Statement is valid for the duration of the contractual relationship between SWICA and the policyholder or insured persons. The Data Privacy Statement provides information about the data categories being processed, the data processing procedures and purposes, the basis for data processing, the rights of policyholders and insured persons with regard to data processing by SWICA, and the data processing and data retention periods.

## VIII. Final provisions

### Art. 32 Notifications to SWICA

1. The policyholder or insured persons must send all their notifications and messages to SWICA Insurances Ltd in accordance with the contact information shown on the insurance policy or to the office shown in the insurance policy.
2. The policyholder or insured person must notify SWICA in writing or in another form that permits text-based verification immediately about any changes in his personal circumstances that affect the insurance relationship.
3. All notifications and messages from SWICA to the policyholder or the affected insured person are legally valid when sent to the most recent address in Switzerland that the policyholder has provided or to the electronic contact details that have been provided.

### Art. 33 Technicalities

The German version of these GIC counts as the original version. The French, Italian, and English versions are translations. In the event of any discrepancies regarding their content, the German version is authoritative.

### Art. 34 Applicable law and place of jurisdiction

1. This insurance is exclusively subject to Swiss substantive law, to the exclusion of the Vienna Sales Convention, private international law and other conflict-of-law rules.
2. The policyholder or insured person can choose the ordinary place of jurisdiction or his place of residence in Switzerland or the Principality of Liechtenstein as the legal venue.

# Group accident insurance for students

## Supplementary Insurance Conditions

The following Supplementary Insurance Conditions apply to group accident insurance for students. Unless the Supplementary Insurance Conditions provide otherwise, the General Insurance Conditions for group accident insurance for areas not subject to the UVG apply.

### Art. 1 Insured persons

The insurance covers the students shown in the policy.

### Art. 2 Insured accidents

1. During school  
The insurance covers accidents that insured persons connected with the school suffer while at school, in particular
  - a) during lessons and while on breaks in between.
  - b) during events in accordance with the following paragraph 2.
  - c) while on the direct way to or from school.
  - d) during events and activities outside of the school premises while on the direct way to the place of gathering or place of activity and back.
2. During events  
The insurance is valid for school trips, trips by the graduating class, school camp, as well as during events and activities, provided these events
  - a) do not last longer than 15 days without interruption.
  - b) are organised by the school.
  - c) are led by teachers or other supervisors acting on the instructions of the school.
3. Parades and performances (incl. rehearsals)  
During parades and performances as part of festivities, the insurance is valid only if the school officially participates.

4. The following is insured only under certain conditions:

- a) Music lessons  
The insurance is valid only if the lesson takes place at the instruction of the school and in a school building or another facility assigned by the school.
- b) Child and youth day-care centres  
Children are insured while at a day-care centre for children or youths that is organised and run by the school only outside of school holidays.
- c) Presence on school premises during off hours  
The insurance is valid only if there is proof that the person had to be on the premises in order to perform a school activity.

### Art. 3 Accidents that are not covered

The insurance does not cover accidents

- that have no connection with the school.
- that occur during events, courses and exercises by school clubs, cadets, scouts, and other youth or leisure organisations.
- that occur in the house and surroundings of the insured person's residence.
- that occur while the person completes an internship or trial apprenticeship at factories or other commercial operation.

# Group accident insurance for visitors

## Supplementary Insurance Conditions

The following Supplementary Insurance Conditions apply to group accident insurance for visitors. Unless the Supplementary Insurance Conditions provide otherwise, the General Insurance Conditions for group accident insurance for areas not subject to the UVG apply.

### Art. 1 Insured persons and territorial validity

1. The insurance covers clients and visitors of the policyholder shown on the policy while on the policyholder's premises (hereinafter referred to as "Company Premises"). When off these premises, they are covered only while officially accompanied by a representative of the policyholder.
2. The following provisions apply in the case of accidents directly related to assaults or burglary on the Company Premises:
  - Clients and visitors are insured while held captive as hostages.
  - Persons in the direct vicinity of the Company Premises are insured during the immediate pursuit of the perpetrators.
3. The insurance does not cover
  - the policyholder's expenses.
  - persons not employed by the business but acting in the service of the policyholder or rendering a service (tradesmen, etc.).
  - police and other security service providers while on duty.
  - patients during inpatient stays in hospitals and similar institutions.
4. Accidents in company-owned sport facilities of any kind are insured only by special agreement.

### Art. 2 Accidents that are not covered

The insurance does not cover accidents that result from the policyholder and his employees having physical contact with clients and visitors while rendering professional services.

### Art. 3 Insurance of medical expenses

Supplementing Art. 12 of the General Insurance Conditions, SWICA will pay supplementary benefits if the person affected is insufficiently insured for accidents. In the absence of other insurance, SWICA will pay all medical expenses. If at the time of the accident it remains unclear if other insurance cover applies (e.g. as in the case of foreign visitors), SWICA will pay benefits immediately and in full (commitment to provide cover) within the scope of its right to recourse against other accident insurance that may be in force.

### Art. 4 Maximum lump sum

SWICA's death and disability lump sums are limited to 10 000 000 francs per insured event combined. All accidents from the same cause – irrespective of the number of insured persons – are considered as a single event. Individual benefits are reduced proportionately if this amount is exceeded.

### Art. 5 Property damage

SWICA will pay not more than 10 000 francs per accident to repair or replace (new-for-old value) any property that is being transported or carried at the time of the accident and that becomes damaged or destroyed as a result.