



ÖKK ACCIDENT INSURANCE (UVG)

Information sheet

ÖKK Kranken- und Unfallversicherungen AG

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1. Legal basis

The insurance is based on the provisions of the Swiss Federal Accident Insurance Act dated 20.3.1981 (UVG) and its ordinances.

2. Insured persons

All employees employed in Switzerland – including home workers, trainees, apprentices, volunteers as well as people working in training workshops or workshops for the disabled – who work for an employer in return for a salary or for the purpose of training have to be insured against accidents.

3. Scope of insurance

Insured accidents and occupational diseases.

3.1. Persons in full-time employment

Insurance benefits for occupational accidents, non-occupational accidents and occupational diseases are provided for persons in full-time employment.

3.2. Persons in part-time employment

Insurance benefits for occupational accidents and occupational diseases are provided for persons in part-time employment (who work less than 8 hours a week for an employer). Accidents occurring on the way to or from work are considered occupational accidents for these persons.

4. Duration of insurance

4.1. Commencement of the insurance cover

The insurance cover coincides with the commencement of work or of the insured person's entitlement to a salary, and in any event from the time the insured person commences his/her way to work.

4.2. End of the insurance cover

The insurance cover ceases on the 31st day after the day on which the entitlement for at least half of the salary ends. Daily allowances under compulsory accident insurance, loss of earnings regulations, unemployment insurance, health insurance as well as private health and accident insurance, provided they replace the continued payment of salary, are also considered to be a salary.

4.3. Extension by means of an agreement

It is possible to extend the non-occupational insurance by up to 6 months prior to the end of the insurance by means of an agreement.

4.4. Interruption of insurance

The insurance is inactive when the person is covered by military insurance or a foreign mandatory accident insurance policy.

5. Premiums

5.1. Occupational accidents

The employer pays the premiums for the mandatory insurances for occupational accidents and occupational diseases.

5.2. Non-occupational accidents

The premiums for the mandatory insurance for non-occupational accidents are borne by the employee. Different agreements in favour of the employer are possible.

5.3. Deductions

The employer owes the entire premium amount and deducts the employee's share from their wage.

6. Care services and reimbursement of costs

6.1. Treatment costs

All insured persons are entitled to receive adequate treatment of the consequences of an accident, namely by

- a) Outpatient treatment (doctor, **hospital**, dentist, medicine, analyses, therapies)
- b) Hospital stays on the general ward (accommodation, care, treatment)
- c) Contributions for treatments in a health resort
- d) Therapy aids
- e) Treatment **and aid** at home

6.2. Aids

6.3. Property damage

6.4. Travel, transport and rescue costs

6.5. Funeral expenses

7. Cash benefits

7.1. Daily allowance

80% of the insured income in the case of incapacity to work from the 3rd day following the accident. In the case of partial incapacity to work, the amount is reduced accordingly.

7.2. Disability pension

80% of the insured income in the case of total disability. For partial disability, the amount is reduced accordingly.

7.3. Integrity compensation

Depending on the severity of the integrity compensation, up to max. CHF 148,200.

7.4. Helplessness allowance

Depending on the severity of the incapacity up to max. CHF 2,436 per month.

7.5. Survivor's pension

As a rule:

40 % of the insured earnings for the surviving spouse

25 % for orphans

15 % for half-orphans

20 % for divorced spouses (maximum alimony), however, at the most 70 % for all survivors (90 % in the case of a divorced spouse who is entitled to draw the pension) in total.

8. Insured earnings

The salary received prior to the accident up to the maximum amount of CHF 148,200 per year and CHF 406 per day are considered insured earnings.

9. An accident happened

9.1. Employee's obligations

The insured employee is to notify his/her employer immediately of any accident which requires medical treatment or leads to an incapacity to work. The insured person or authorised third party shall make available all information and documentation required to clarify the circumstances and consequences of the accident.

The insured person shall cooperate with any measures required to clarify the diagnosis and determine the benefits.

In the event of death, survivors of an insured person who are eligible for benefits shall make the relevant notifications.

9.2. Employer's obligations

As soon as the employer has been made aware of the accident, he/she is to notify ÖKK using the form "Notification of claim UVG" or "Minor accident report UVG". He/she forwards the forms related to the UVG notification of claim to the relevant department.

- UVG medical report to the doctor, who carried out the initial treatment.
- UVG accident report to the person who had the accident (this is to be presented to the doctor during each appointment and is to be returned to the employer following the completion of the treatment for forwarding to ÖKK).
- UVG pharmacy sheet to the person who had the accident.

The employer shall make available to the insurer all information and documentation required to clarify the circumstances of the accident and shall grant the insurer free access to its business.

9.3. Consequences of a delay in reporting an accident

Delays on the part of the insured person or his/her survivors to report the accident in an inexcusable manner enable ÖKK to generally reduce all benefits by half for the duration of the delay to report the accident or in the case of deliberately reporting the accident incorrectly, ÖKK can refuse all benefits. In the case of failure to report the accident in an inexcusable manner on the part of the employer, ÖKK can make him/her liable for the consequential costs being incurred due to this.

10. Reduction and refusal to provide insurance benefits

	Care services and reimbursements of costs	Daily allowances	Pensions
Damage to health or death only as a partial consequence of an accident	No reduction		Appropriate reduction
In the case of wilful causation	No entitlement for insurance benefits (with the exception of funeral costs)		
In the case of grossly negligent causation of non-occupational accidents	No reduction	Reduced, up to 2 years following the accident	No reduction
In the case of grossly negligent causation of occupational accidents	No reduction	No reduction	No reduction
In the case of committing a crime or offence	No reduction	Reduced refused in particularly serious cases	
In the case of inexcusable delay in reporting an accident	All benefits can be reduced by half, if the reporting is delayed by more than three months		
In the case of deliberately incorrect reporting of the accident	All benefits can be refused		
Refusal to undergo reasonable treatment	Those benefits, which would probably have had to be provided as a result of the expected course of measures, are allowed at the most.		
Extraordinary risks in the non-occupational accident insurance	Refusal only in the case of – foreign military service – participating in acts of war, acts of terror and gang crimes No reduction – Participation in scuffles and brawls – Risks the insured persons takes by seriously provoking others – Participation in riots	Refused Reduced by at least half	
Risks of non-occupational insurance	No reduction	Reduced by half Refused in particularly serious cases	
In the case of concurrence with other social insurances	No reduction	Reduced if they exceed the earnings lost combined with other social insurances (except for helplessness allowance)	

11. Accident prevention

11.1. Regulations

The legislation stipulates regulations for the prevention of accidents and occupational diseases.

11.2. Employee's obligations

The employees are obliged to support the employers in carrying out this measure. They have to use personal protective equipment in particular, use the safety equipment correctly and must not remove or modify them without the employer's consent.

11.3. Non-compliance

Intentional or gross non-compliance with these stipulations are punishable.

12. Judicature

12.1. Objection

An objection against a decision can be submitted to the department making the decision within 30 days.

12.2. Appeal

An appeal against objection decisions about insurance benefits can be submitted to the Federal Insurance Court at the place of residence of the person concerned within 30 days.

12.3. Federal Insurance Court

A administrative court appeal against decisions of this court of appeal can be submitted to the Federal Insurance Court within 30 days.