

# Customer information on ÖKK SUPPLEMENTARY ACCIDENT INSURANCE

This information provides an overview of the key content of the supplementary insurance policies in accordance with the Federal Act on Insurance Contracts (VVG). The rights and obligations of the contractual parties stem from the application/quote, the insurance policy, the General Insurance Conditions (GIC) and the Act (VVG).

## 1. Who is the insurer and which risks are insured?

ÖKK Versicherungen AG, Landquart (hereinafter referred to as ÖKK), as a collective insurer, shall insure the following benefits:

- Treatment costs (incl. aids, material damage, travel, transport and rescue costs as well as transportation of bodies)
- Hospital daily allowance and accident daily allowance
- Obligation to provide continued salary payments
- Special risks (excl. lump-sum or pension benefits in the case of disability or death)

SOLIDA Versicherungen AG, Zurich, (hereinafter referred to as SOLIDA) shall insure the following benefits:

- Disability lump-sum payment
- Disability pension in accordance with the Additional Conditions (AC) for pension products
- Death lump-sum payment
- Survivor's pension in accordance with the Additional Conditions (AC) for pension products
- Special risks (lump-sum or pension benefits in the case of disability or death)

ÖKK, as the policyholder, has concluded a collective insurance contract with SOLIDA, as the insurer, for the benefits covered by SOLIDA. As a customer of ÖKK, you do not have a contract in place with SOLIDA. If an insured event occurs, you do, however, have a direct claim against SOLIDA for the benefits it insures.

ÖKK Kranken- und Unfallversicherung AG, Landquart (hereinafter referred to as ÖKK KUV AG) shall be entitled to take all actions on behalf and for the account of ÖKK.

## 2. What are the contract fundamentals?

The following form the basis for the insurance contract:

- the insurance policy
- the Special Conditions (SC) set out in the insurance policy
- the Additional Conditions (AC) set out in the insurance policy
- the General Insurance Conditions (GIC)
- the Federal Act on Insurance Contracts (VVG) of 2 April 1908

Special Conditions or agreements that differ from or supplement the General Insurance Conditions and/or Additional Conditions are noted in the application or insurance policy.

## 3. Who is insured?

The insured persons and categories of persons are listed in the application and the insurance policy.

## 4. What is the scope of the insurance cover?

The supplementary accident insurance is an individual insurance solution and is tailored to your needs, incl. a service package with additional services.

The insured risks and benefits to be provided by ÖKK and SOLIDA as well as the scope of the insurance cover you require stem from your application or insurance policy as well as the corresponding provisions in the General Insurance Conditions and the Additional Conditions, where applicable supplemented by the Special Conditions and applicable laws.

The product includes:

### - Treatment costs

The costs for scientifically recognised inpatient treatment not covered by the Accident Insurance Act (UVG) are paid by ÖKK on an unlimited basis for the insured hospital ward within ten years of the insured event. In terms of treatment costs, ÖKK also covers the benefits listed in the General Insurance Conditions (aids, material damage, travel, transport and rescue costs as well as transportation of bodies).

### - Daily allowance

The insured person is entitled to the daily allowance after the expiry of the contractual waiting period and on the condition that they are still part of the insured group of people at this time. The daily allowance is paid for each day on which there is a medically prescribed inability to work.

### - Disability lump-sum payment

If, within five years of an accident, the insured person suffers a disability that according to medical theory is expected to persist as a result of this accident, SOLIDA shall make a disability lump-sum payment, which is calculated according to the degree of the disability, the agreed insurance amount and the paid options selected. Only the insured person is entitled to the disability lump-sum payment. If the insured person dies, this entitlement lapses.

If it is not possible to determine the degree of disability for the payment of the disability lump sum, it is determined in line with the guidelines for determining the loss of bodily functions in accordance with the UVG and the Swiss Federal Ordinance on Accident Insurance (UVV).

### - Disability pension

SOLIDA pays the disability pension on the basis of the insured proportion of the salary in excess of the UVG depending on what is agreed in the insurance policy until (a) the first day of the month after reaching standard AHV retirement age or (b) the first day of the month after the insured

person dies. The provisions under compulsory accident insurance also apply. However, the provisions governing supplementary pensions do not apply.

#### - **Death lump-sum payment**

If an insured person dies as a result of an insured accident, SOLIDA pays the beneficiary the agreed death lump-sum amount.

#### - **Survivor's pension**

SOLIDA pays the survivor's pension on the basis of the insured proportion of the salary in excess of the UVG in the same way as under the provision for compulsory accident insurance.

#### - **UVG difference coverage**

If benefits have been reduced / refused in the compulsory accident insurance for reasons of gross negligence or recklessness, ÖKK and SOLIDA shall, in accordance with these provisions, pay the relevant benefits to the extent of the reduction / refusal imposed by the insurer of the compulsory accident insurance.

#### - **Consequences of previous accidents**

In the event of relapses or long-term consequences that were not insured or for which there is no longer an obligation to provide benefits under the insurance cover in place at the time, ÖKK shall cover the benefits listed in the General Insurance Conditions (daily allowance and treatment costs).

#### - **Continued payment of salary in case of death**

If an insured person dies from the consequences of an insured accident or insured occupational illness, SOLIDA pays the continued salary that is to be paid by the policyholder to the survivors within the meaning of Art. 338 para 2 of the Swiss Code of Obligations (CO).

The benefits from ÖKK are under an indemnity insurance policy. In order for ÖKK to have an obligation to provide benefits, there must have been a loss of assets resulting from an accident.

The lump-sum benefits from SOLIDA are under a fixed-sum insurance policy. Here, SOLIDA has an obligation to provide benefits irrespective of whether there has been a loss of assets resulting from an accident. The pension benefits provided by SOLIDA are under an indemnity insurance policy.

ÖKK and SOLIDA waive their right to reduce the benefits in the case of an accident being caused as a result of gross negligence.

The benefits for treatment costs and daily allowances shall not be reduced if the health impairment is only partially a result of an insured accident.

If, instead of a liable third party, ÖKK pays the treatment costs or daily benefits, the insured person shall assign its claims to ÖKK to the extent of obligation to provide benefits.

If multiple insurance policies are in place for treatment costs or the daily allowance to cover a loss of earnings, they shall, as a whole, only pay out benefits once in proportion to the guaranteed benefits of all insurers involved.

### **5. What are examples of things that are not insured?**

The insurance does not cover accidents:

- that occurred before the start of the insurance policy
- as a result of war, civil war or war-like situations
- as a result of an earthquake in Switzerland and the Principality of Liechtenstein

- as a result of entering into extraordinary dangers. This includes the following:
  - foreign military service
  - participation in warlike actions or terrorist acts
  - involvement in fights and brawls unless the insured person was injured by those fighting as an innocent bystander or as a result of going to a defenceless person's aid
  - risks the insured persons takes by seriously provoking others
  - the consequences of disturbances of all kinds unless the insured person can prove that they did not actively participate in such acts on the side of the perpetrators or incite them to further violence
  - as a result of intentionally or consciously committing criminal acts, attempting to do so, or participating in them
- as a result of the effects of ionising beams or damage caused by nuclear energy. However, any health impairments caused by medically prescribed radiation treatment due to an insured accident or an insured occupational illnesses are insured
- in which the insured person has a blood alcohol concentration of two parts per thousand or more unless there is clearly no causal relationship between the insured person's intoxication and the accident
- as a result of suicide or health impairments to the insured person's own body that the insured person caused to themselves intentionally or in a state of full or partial diminished responsibility
- when using aircraft as a military pilot or other military crew member
- when undertaking military parachute jumps
- when undertaking air travel if the insured person intentionally breaches official regulations or is not in possession of official pieces of identification and authorisations

Occupational illnesses do not give rise to any entitlement to disability lump-sum or death lump-sum benefits.

### **What does the service package contain?**

You can rely on quick, expert and straightforward service:

- Advice and support from your personal insurance advisor
- Personal and straightforward processing of claims by our claims department
- Case Management
- Electronic claim registration with SunetOnline and Sunetplus (<https://www.oekk.ch/en/corporate-clients/online-services/notifications/registering-insurance-claims>)

### **6. What premiums are charged?**

The level of the premiums depends on the chosen insurance system (salary system or headcount system), the type of business, the scope of benefits selected and the individual and collective claims history.

Under the salary system, premiums are calculated on the basis of the AHV salary subject to contributions for the defined group of persons up to the highest salary specified in the insurance contract. Under the headcount system, the premium is based on the number of months of employment and the number of insured persons. For the insured person, the annual salary or the per capita premium listed in the insurance contract applies.

At least the annually agreed minimum premium in accordance with the insurance policy is charged.

Premiums are charged once a year. Other payment types are available subject to extra charge. More details are available in the insurance policy.

In principle, if the supplementary accident insurance is cancelled early, the premiums not used will be reimbursed to you.

## 7. What are your most important obligations?

Your obligations stem from your insurance policy, the General Insurance Conditions, the Additional Conditions and the Federal Act on Insurance Contracts. In particular, the following rules apply:

- You must truthfully and fully complete all the forms that form part of the application (e.g. application and health form). Otherwise ÖKK can terminate the insurance contract, exclude insured persons from the insurance contract, refuse to pay benefits, or reclaim benefits
- You must notify ÖKK immediately of any changes occurring during the term of the insurance contract to facts declared in the application which are important in assessing risk
- You must pay the premiums when they are due. If they are not paid, there is no insurance cover in place. Even if you pay the premium after receiving a reminder, under certain circumstances ÖKK and SOLIDA are not required to provide benefits for any claims arising in the interim
- You must send ÖKK the salary declaration with the necessary documents (AHV declaration) within one month of the end of a year
- You must notify ÖKK of the claim immediately after the event has occurred. The notification must be made truthfully. In the event of death, ÖKK must be notified in writing within 14 days
- When reporting a claim, you must provide ÖKK with all the necessary information with the required medical and administrative details
- On request, you must grant ÖKK access to salary records
- On leaving the company, you must notify insured persons of their right to transfer to individual insurance in the outgoing employee information sheet

## 8. When does the insurance start and end?

The start and duration of the insurance are listed on the insurance policy. If the insurance contract is not cancelled when it expires, it is automatically extended by another year.

The main ways to terminate the insurance contract are listed below:

- You terminate the insurance contract by no later than three months before the expiry of the agreed term
- You terminate the insurance contract within 30 days of receiving notification that ÖKK will put up premiums as of the start of the following insurance year
- If you cease to operate your business or relocate your headquarters abroad, the insurance contract will be cancelled
- ÖKK is not bound by the insurance contract and may dissolve it in the following cases:
  - if you fall into arrears on premium payments in accordance with the provisions governing default of payment
  - if you incorrectly disclosed or failed to disclose a material risk factor of which you were aware/should have been aware upon concluding the insurance contract
  - if, during the term of the insurance contract, you incorrectly disclose or fail to disclose facts that would result in ÖKK and SOLIDA having no obligation / a lesser obligation to provide benefits

ÖKK shall waive its legal right to terminate the collective insurance contract with you in the event of a claim.

## 9. When does the insurance start and end?

Insurance coverage commences for the insured person on the day on which the employment relationship starts or the employee is entitled to a salary for the first time, but in any case at the time when the employee sets off for work, however at the earliest on the start date stipulated in the insurance policy.

The insurance does not cover the following:

- Accidents or consequences of accidents that existed upon beginning work, as well as relapses and long-term consequences of accidents prior to the start of work which only occur during the employment relationship
- Occupational illnesses resulting fully or partially from causes which occurred before the start of the insurance. In such cases, only the proportion that occurred during the duration of the employment relationship of the total duration of the exposure to the risk shall be insured

Insurance protection expires for the individual insured person:

- on the 31st day following the day on which the entitlement to at least half the salary expires, but no later than the policyholder turning 70
- upon the termination of the insurance contract

If, at the time the insurance cover lapses, an insured person is already drawing benefits for an accident that occurred before the insurance cover lapsed, this insured person shall be entitled to benefits for the duration originally agreed in the contract.

Subject to other regulations in these GIC, relapses and long-term consequences that occur during the duration of the contract shall be insured the same as under UVG.

For accidents occurring during the duration of the contract, relapses, long-term consequences and occupational illnesses are only insured if they occur and are reported during this employment relationship. This excludes treatment costs.

## 10. What happens in the case of a positive claims history?

If a surplus participation has been agreed upon, the policyholder shall be entitled to a share of any surplus arising from its insurance contract after a period of three full insurance years.

The surplus is calculated by deducting the insurance benefits provided from the applicable portion of the premium that applies to the accounting period in question. The applicable portion of the premium and the surplus sharing system are mentioned in the insurance policy.

The amount shall be calculated as soon as the premiums that apply to the accounting period have been paid and the corresponding claims have been processed. Losses are not carried forward to subsequent accounting periods.

If, after this accounting process has been concluded, accidents are reported or further payments are made that relate to the closed accounting period, the surplus participation shall be re-calculated. ÖKK KUV AG may reclaim any surplus payments already made.

Any entitlement to surplus participation shall lapse if the contract is dissolved before the end of the accounting period.

## 11. What applies with regards to data protection?

The insurer, in accordance with section 1, as well as ÖKK KUV AG as mandated by ÖKK only processes personal data (e.g. personal information, information on a person's health, checking the information provided in applications, collecting money owed, settling benefits) that is required to execute the insurance contract in accordance with the VVG. They may also use this data for marketing purposes and for statistical analyses. Information can also be obtained from third parties (insurers, doctors, hospitals etc.). This applies irrespective of whether an insurance contract is entered into.

The applicable data protection provisions are observed when processing the contract. Data is only processed by people who are employed by ÖKK KUV AG and/or SOLIDA or people who are authorised to do so in order to fulfil the tasks assigned to them. In principle, personal data is not passed on to any third parties outside the insurer in accordance with section 1. This does not apply to cases where the applicable law allows data to be passed on or where the insured person has consented for it to be passed on.

In order to meet the legal obligation to retain data, it is stored physically and/or electronically and is protected from unauthorised access using appropriate technical and organisational measures. Personal data may be retained for longer than the statutory data retention period if this is required to enforce or defend any legal claims. The retention period is based on the statute of limitations or the period during which claims can be made against the insurers. After the statutory/extraordinary retention period has expired, the personal data is destroyed/deleted.

Insured persons have the right to request the information to which they are legally entitled about how their personal data is processed. Consent for data to be processed may be revoked at any time.