

ÖKK SUPPLEMENTARY ACCIDENT INSURANCE

General Insurance Conditions (GIC)

Edition 2024

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ÖKK Versicherungen AG
SOLIDA Versicherungen AG
General Insurance Conditions (GIC)
Edition 1.1.2024

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This text is a translation. In the event of any discrepancy between the English and the German version, the original German version shall prevail.
You can find the latest versions of the Insurance Conditions under oekk.ch/gic-cc or in your ÖKK agency.

1. Insurance fundamentals

1.1 Insurance providers

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

- Treatment costs (section 2.1)
- Hospital daily allowances and accident daily allowances (section 2.2 and 2.3)
- Obligation to provide continued salary payments (section 2.7)
- Special risks (section 4.4 excluding lump-sum and pension benefits in the event of disability or death).

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

- Disability lump-sum payment (section 2.5)
- Death lump-sum payment (section 2.6)
- Special risks (section 4.4 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. Customers of ÖKK do not have a contract in place with SOLIDA. Under the Insurance Contract Act, however, if an insured event occurs, insured persons have a direct claim against SOLIDA for the benefits it insures. ÖKK shall assume no liability within the scope of sections 2.5 and 2.6 and only limited liability within the scope of section 4.4 as described above.

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.

1.2 Contract fundamentals

The contract fundamentals comprise all written declarations made by the policyholder, the insured persons and their representatives in the insurance application, any additional documents belonging to this and any medical reports.

The rights and obligations of the contracting parties are set out in the insurance policy, any subsequent amendments, the General Insurance Conditions (GIC), Additional Conditions (AC) and Special Conditions (SC).

Unless an issue is expressly governed by any of the aforementioned documents, the parties shall be bound by the Swiss Federal Law on Insurance Contracts of 2 April 1908 (VVG).

1.3 Insurance policy

The insurance policy specifies the insurance cover that has been concluded. Special conditions or agreements that differ from or supplement the General Insurance Conditions are also noted in the insurance policy.

1.4 Scope of insurance

The financial consequences of accidents and occupational illnesses are insured within the scope of the agreed benefits.

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.

1.5 Insured accidents and occupational illnesses

The insurance shall cover occupational and non-occupational accidents in-

cluding occupational illnesses that occur or are caused during the duration of the contract and that are to be reimbursed through UVG insurance.

Occupational illnesses, the causes of which occurred before the start of the insurance, shall not be covered by the insurance. In such cases, only the proportion that occurred during the duration of the contract of the total duration of the exposure to the risk shall be insured.

Accidents incurred while performing Swiss military service or other activities covered by military insurance (MV) are also insured under the same requirements subject to section 5.2. Such accidents are deemed to be non-occupational accidents within the meaning of the UVG if there is cover in place for non-occupational accidents under the UVG.

1.6 Insured persons

The insured persons are those persons or groups of persons listed on the insurance policy for whom insurance cover is in place in accordance with the UVG.

Personnel seconded to the policyholder by third-party companies shall be excluded from this insurance.

1.7 Geographical scope

This insurance shall be valid anywhere in the world.

1.8 Mandated third parties

If a mandated third party represents the interests of the policyholder when concluding or managing this insurance contract, it is possible that the insurer pays the mandated third party a fee for their activities. If the policyholder requires more information on the scope of such a fee, they should contact the mandated third party for details.

2. Insurance benefits

2.1 Treatment costs

If treatment costs are insured, ÖKK shall provide benefits to cover those costs that are not covered by the UVG or MV, but which are necessary, in accordance with sections 2.1.1 to 2.1.8.

2.1.1 Medical treatment

ÖKK shall provide benefits with respect to

- outpatient medical and dental treatments,
- hospital treatments on a semi-private or private ward, and
- treatment, accommodation and meals, medically prescribed rehabilitation treatments with the consent of ÖKK KUV AG.

2.1.2 Share of accommodation costs during stays in sanatoriums

ÖKK shall provide benefits with respect to the accommodation costs deducted by the UVG insurance from the applicable daily allowance.

2.1.3 Household help

ÖKK shall provide benefits for household help for up to 90 days per accident. ÖKK shall recognise any medically prescribed benefits provided by certified persons.

2.1.4 Auxiliary aids

ÖKK shall provide benefits with respect to

- the initial procurement of prostheses, glasses, hearing aids and orthopaedic aids, and
- the repair or replacement (value as new) of the above, if they were damaged or destroyed in an accident that resulted in insured medical treatment being required.

Costs for mechanical mobility aids or for setting up, changing, renting or maintaining property shall not be insured.

2.1.5 Material damage

ÖKK shall provide benefits for repair or replacement costs (value as new) with respect to damages to items that replace a body part or bodily function that were caused by an accident.

ÖKK shall provide benefits for glasses, contact lenses, hearing aids and dental prostheses if the insured person suffers a physical injury that requires treatment.

2.1.6 Travel, transport and rescue costs

ÖKK shall provide benefits with respect to

- rescue and recovery operations required as a result of an accident,
- air transport required as a result of an accident if this is unavoidable for medical or technical reasons, and
- search operations undertaken with respect to the rescue or recovery of the insured person

up to a maximum of CHF 50,000.

If the return journey to Switzerland is delayed due to hospital treatment abroad by at least 14 days, the insured person may be transferred to a hospital in Switzerland at the expense of ÖKK.

Costs of up to CHF 50,000 are insured for transport that is deemed reasonable under the circumstances.

Any savings on travel costs or reimbursements as a result of train, plane or boat tickets that are not used shall be offset against any amounts paid out.

2.1.7 Transportation of body

ÖKK shall provide benefits of up to CHF 20,000 with respect to the repatriation of the body of the insured person who has suffered a fatal accident to the place of burial (including any costs for official border formalities). Such benefits shall be paid to the party who demonstrates that they have paid these costs.

If the body is to be transported accompanied by a family member of the insured person, ÖKK shall cover the travel costs for one person (first-class rail ticket; economy-class flight).

2.1.8 Third-party benefits

If the insured person is also entitled to benefits from Swiss Federal Disability Insurance (IV), MV or the UVG insurer or if a liable third party provides such benefits, ÖKK shall supplement these benefits up to the amount of the insured treatment costs.

2.1.9 Duration of benefits

ÖKK shall provide benefits with respect to treatment costs for up to ten years after the date of the accident.

2.2 Hospital daily allowance

In addition to the insured daily allowance and treatment costs, ÖKK shall pay the agreed hospital daily allowance for the duration of the medically prescribed hospital or convalescent stay for up to 730 days within five years from the date of the accident.

2.3 Daily allowance

2.3.1 Duration of benefits

ÖKK shall pay the agreed daily allowance per accident for each calendar day provided the insured person is entitled to a daily allowance under the accident insurance in accordance with the UVG, MV or IV.

Days on which the insured person is unable to work on a partial basis (at least 25%) shall count in full when calculating the duration of benefits.

The entitlement to the daily allowance shall lapse upon the insured person again becoming fully able to work, the disability lump-sum benefit being paid out, a disability pension being paid or the insured person dying.

2.3.2 Entitlement and waiting period

The payment of the daily allowance shall commence on the first day following the day of the accident. No benefits shall be paid with respect to the day of the accident itself or the agreed waiting period. When calculating the waiting period, all days since the occurrence of the accident shall be counted as whole days.

In the case of unpaid leave, daily allowance benefits shall be payable at the earliest on the day of the planned resumption of work, provided this coverage has been agreed for the insured person. The days of working incapacity during the unpaid leave shall be added to the waiting period. There is no entitlement to daily allowance benefits during the period of leave. Other benefits from the supplementary accident insurance shall not be granted in the event of an accident during the period of leave.

In the case of a partial inability to work, the amount of the daily allowance shall be based on the degree of the inability to work. The insured person shall be entitled to a daily allowance from a degree of 25% upwards.

ÖKK shall provide benefits with respect to the portion of the actual loss of earnings that is not covered by the UVG, MV or IV or a liable third party.

If the benefits paid by social insurance schemes already cover the loss of earnings in full, the insured person shall not have any claim to benefits from ÖKK. The daily allowance shall be reduced if, when combined with benefits paid out under social insurance schemes, it exceeds the expected lost earnings. The expected lost earnings correspond to any earnings that the insured person would have earned had the accident not occurred.

Furthermore, the conditions of the UVG shall apply in this respect. If, under the salary system at licensed companies, there is more than one insurance policy in place with respect to the daily allowance, the loss of income as a whole shall only be reimbursed once. The benefits provided by ÖKK shall be in line with the ratio of the benefits covered by ÖKK against the total amount of benefits insured by all insurers.

2.4 Relapses and long-term consequences

In the event of relapses or long-term consequences in accordance with the UVG, caused by previous accidents, which 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 following benefits.

2.4.1 Daily allowance

If a daily allowance is insured for the insured person, ÖKK shall pay daily allowance benefits in accordance with the UVG for the duration of the medically certified inability to work for a maximum of 180 days less waiting period.

The salary will continue to be paid in the event of death in accordance with Article 338 OR if a daily allowance or death lump-sum payment is insured for the insured person.

2.4.2 Treatment costs

If treatment costs are insured for the insured person, ÖKK shall pay benefits with respect to costs that are recognised, but not covered by the UVG and MV for the following:

- outpatient medical and dental treatments
- hospital treatments on a general ward.

2.4.3 Other coverage

The insured person shall not be entitled to any other benefits, e.g. hospital daily allowances or compensation in the event of disability or death.

2.5 Disability lump-sum payment

If, within five years of an accident, an 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 benefits options selected. Any inability to work arising as a result of the event shall not be taken into consideration in this respect.

Only the insured person shall be entitled to the disability lump-sum payment. If the insured person dies, this entitlement shall lapse.

2.5.1 Determining the degree of disability

The following principles apply with respect to the calculation of the degree of disability:

- a) Full disability requires the loss of or complete inability to use both arms or hands, both legs or feet or the simultaneous loss of one hand and one foot, full paralysis or complete blindness.

In the case of partial disability, the proportion of the insurance amount for full disability shall be paid in line with the degree of disability. This is determined based on the following percentages:

Upper arm	70%
Lower arm	65%
Hand	60%
Thumbs with metacarpal joint	25%
Thumbs metacarpal joint intact	22%
End joint of the thumb	10%
Index finger	15%
Middle finger	10%
Ring finger	9%
Little finger	7%
One leg above the knee	60%
One leg at/below the knee	50%
One foot	45%
One big toe	8%
Other toes	3% each
Sight of one eye	30%
Sight of one eye if sight in the other eye had already been completely lost prior to the accident occurring	50%
Hearing in both ears	60%
Hearing in one ear	15%
Hearing in one ear if hearing in the other ear had already been completely lost prior to the accident occurring	30%
Sense of smell	10%
Sense of taste	10%
Kidney	20%
Spleen	5%
Extremely severe painful functional restrictions to spinal column	50%

- b) With respect to persisting, severe disfigurements of the human body (aesthetic damage, e.g. scars) for which no disability lump-sum payment is due, but which however, make the insured person's social circumstances more difficult, SOLIDA shall pay up to the following percentages of the insurance amount agreed in the event of disability:
- 10% for facial disfigurement
 - 5% for disfigurement of other body parts that are usually visible.
- Benefits paid with respect to aesthetic damage shall also be limited to

CHF 20,000. No progression applies for these degrees of disability.

- c) In the event of a partial loss of or partial inability to use a body part, the degree of disability that applies shall be reduced accordingly.
- d) The complete loss of ability to use limbs or organs shall be treated as equivalent to their loss.
- e) If it is not possible to determine the degree of disability using the applicable scale, it shall be 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). In such cases, the "Compensation for loss of bodily functions according to UVG" tables published by SUVA shall apply.
- f) If pre-existing physical defects aggravate the consequences of the accident, this shall not result in a higher benefit being paid. If, prior to the accident, the insured person had already completely or partially lost the limb/organ or use thereof, when calculating the degree of disability (and not only when calculating the disability lump-sum payment), the pre-existing degree of disability shall be subtracted from the final degree of disability calculated in line with the aforementioned principles.
- g) The final degree of disability shall be calculated based on the condition of the insured person that is recognised as likely to persist. However, SOLIDA may arrange for the degree of disability to be conclusively reassessed five years after the accident or later. This will determine the current degree of disability at the time the assessment is carried out. Any changes to the degree of disability that subsequently occur, i.e. relapses and long-term consequences, shall no longer be taken into consideration.

2.5.2 Determining the size of the disability lump-sum payment

Depending on whether benefit option A or B applies to the insured person, the disability lumpsum payment shall be calculated as follows:

	Option A	Option B
For the part of the degree of disability not exceeding 25%	Based on the simple insurance amount	Based on the simple insurance amount
For the part of the degree of disability between 25% and 50%	Based on double the insurance amount	Based on three times the insurance amount
For the part of the degree of disability exceeding 50%	Based on three times the insurance amount	Based on five times the insurance amount

The benefits as a percentage of the insurance amount agreed for the disability shall therefore be provided as follows:

Degree of disability	Option		Degree of disability	Option	
	A	B		A	B
1%	1%	1%	34%	43%	52%
2%	2%	2%	35%	45%	55%
3%	3%	3%	36%	47%	58%
4%	4%	4%	37%	49%	61%
5%	5%	5%	38%	51%	64%
6%	6%	6%	39%	53%	67%
7%	7%	7%	40%	55%	70%
8%	8%	8%	41%	57%	73%
9%	9%	9%	42%	59%	76%
10%	10%	10%	43%	61%	79%
11%	11%	11%	44%	63%	82%
12%	12%	12%	45%	65%	85%
13%	13%	13%	46%	67%	88%
14%	14%	14%	47%	69%	91%
15%	15%	15%	48%	71%	94%
16%	16%	16%	49%	73%	97%
17%	17%	17%	50%	75%	100%
18%	18%	18%	51%	78%	105%
19%	19%	19%	52%	81%	110%
20%	20%	20%	53%	84%	115%

21%	21%	21%	54%	87%	120%
22%	22%	22%	55%	90%	125%
23%	23%	23%	56%	93%	130%
24%	24%	24%	57%	96%	135%
25%	25%	25%	58%	99%	140%
26%	27%	28%	59%	102%	145%
27%	29%	31%	60%	105%	150%
28%	31%	34%	61%	108%	155%
29%	33%	37%	62%	111%	160%
30%	35%	40%	63%	114%	165%
31%	37%	43%	64%	117%	170%
32%	39%	46%	65%	120%	175%
33%	41%	49%	66%	123%	180%
Degree of disability	Option		Degree of disability	Option	
	A	B		A	B
67%	126%	185%	84%	177%	270%
68%	129%	190%	85%	180%	275%
69%	132%	195%	86%	183%	280%
70%	135%	200%	87%	186%	285%
71%	138%	205%	88%	189%	290%
72%	141%	210%	89%	192%	295%
73%	144%	215%	90%	195%	300%
74%	147%	220%	91%	198%	305%
75%	150%	225%	92%	201%	310%
76%	153%	230%	93%	204%	315%
77%	156%	235%	94%	207%	320%
78%	159%	240%	95%	210%	325%
79%	162%	245%	96%	213%	330%
80%	165%	250%	97%	216%	335%
81%	168%	255%	98%	219%	340%
82%	171%	260%	99%	222%	345%
83%	174%	265%	100%	225%	350%

2.5.3 Payment in the form of a pension

If the insured person is aged 65 or over at the time the degree of disability is determined, the insurance benefit for long-term disability within the meaning of the aforementioned provisions shall be paid as a life-long pension. The pension shall be determined on a definitive basis and paid on a quarterly basis in advance.

The annual pension shall amount to the following per CHF 1,000 of the disability lump-sum payment:

Age (years)	Annual pension
66	CHF 86
67	CHF 89
68	CHF 93
69	CHF 96
70	CHF 100
over 70	CHF 125

Only the insured person shall be entitled to the pension.

2.5.4 Retraining costs in the event of occupational illnesses

With respect to retraining that is required as a result of an occupational illness, SOLIDA shall, in addition to the benefits received under the UVG and IV, provide up to 10% of the insured disability amount for appropriate costs. There shall be no progressive payments.

2.6 Death lump-sum payment

If the insured person dies within five years as a result of the consequences of an accident, SOLIDA shall pay the amount insured in the event of death after deducting any disability compensation already paid out with respect to the same accident.

If the person suffering the accident is under 16 or over 65 years of age, the amount paid out shall not exceed CHF 20,000.

In amendment of the following regulation, the insured person may notify ÖKK in writing that he/she wishes to designate a beneficiary / exclude persons entitled to the benefits. This declaration may be revoked or amended at any time in writing to ÖKK.

If no other persons have been specifically designated, the following persons, in descending order, shall be entitled to the benefits:

- spouse
- registered partner in accordance with Swiss Partnership Act
- children entitled to pension in accordance with the UVG
- children not entitled to pension in accordance with the UVG
- grandchildren
- parents
- siblings.

If there are no authorised claimants, SOLIDA shall pay the burial costs of up to CHF 20,000 or the insured amount, whichever is lower.

Authorised claimants shall receive the benefits even if they disclaim their inheritance. The benefits shall not be included in the insured person's estate.

If the insured person is married or in a registered partnership and the same accident results in the death of both spouses / registered partners, SOLIDA shall once again pay the insured death lump-sum benefit in equal parts to the surviving, minor or long-term incapacitated children, step children or adoptive children who are in need of support.

Children who live permanently with their non-married, cohabiting natural parents in a joint household are considered equally in this regard. When evaluating what constitutes a joint household, the official reporting requirements apply.

2.7 Continued payment of salary

In the event of death, ÖKK shall provide the survivors of the insured person eligible to receive support payments with benefits of an amount in line with the employer's obligation to continue paying the salary in accordance with Article 338, para. 2 of the Swiss Code of Obligations (OR).

Insurance and pension benefits due to survivors shall not be offset against this amount.

The salary of the insured person shall continue to be paid following death if a daily allowance in accordance with section 2.3 or death lump-sum benefit in accordance with section 2.6 is insured for the insured person.

2.8 Fulfilment of collective bargaining agreements (CBA)

If the employees are subject to a collective bargaining agreement (CBA) with different conditions, these only apply provided and to the extent that the policyholder has expressly agreed CBA-compliant coverage for the insured group of persons.

2.9 Limitations on benefits in the event of air accidents

With respect to accidents suffered by the insured person on flights, the insured benefits paid out by SOLIDA in the event of death or disability from all the accident insurance policies concluded with SOLIDA for the insured person, provided these cover aviation risks without special premiums, shall be limited to CHF 500,000 in the event of death and CHF 1,000,000 for disabilities with a degree of 100% (and a proportionally lower amount where the degree of disability is lower)

3. Insurance options

3.1 Salary system

Insurance may be concluded based on the salary system, whereby premiums and monetary benefits are determined based on the salary or the insured earnings.

3.1.1 UVG salary

The benefits are calculated based on the salary declared to ÖKK KUV AG. The UVG salary is the insured earnings according to UVG up to the legally defined maximum amount.

3.1.2 Excess salary

The excess salary is the part of the salary in excess of the UVG maximum amount. The maximum insurable excess salary per insured person and year is the difference between CHF 300,000 and the UVG maximum salary.

For insured persons who have voluntarily concluded UVG insurance, the salary agreed in advance with ÖKK KUV AG forms the basis for calculating the insurance benefits.

If a fixed annual salary has been agreed, this shall be deemed to be the insured earnings.

3.1.3 Multiple employers

If prior to the accident, the insured person worked simultaneously for more than one employer, only the earnings earned at the policyholder shall be counted.

3.2 Headcount system

Insurance can be concluded under the headcount system with fixed amounts and with premiums that are based on the number of insured persons or working days.

4. Restriction on scope of coverage

4.1 Exclusions

The insurance does not cover accidents

- a) that occurred before the start of the insurance policy,
- b) as a result of war, civil war or war-like situations:
 - in Switzerland, the Principality of Liechtenstein or any neighbouring countries,
 - in other foreign countries unless the accident occurs within a period of 14 days of such events initially occurring in the country in which the insured person is staying and the outbreak of the hostilities is unexpected,
- c) as a result of an earthquake in Switzerland and the Principality of Liechtenstein,
- d) as a result of entering into extraordinary dangers. This includes the following:
 - foreign military service,
 - participation in war-like 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 that the insured person exposes him/herself to by significantly provoking others,
 - the consequences of disturbances of all kinds unless the insured person can prove that he/she did not actively participate in such acts on the side of the perpetrators or incite them to further violence,
- e) as a result of intentionally or consciously committing criminal acts, attempting to do so, or participating in them,
- f) 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 illness are insured,
- g) 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,

- h) as a result of suicide or health impairments to the insured person's own body that the insured person caused to him/ herself intentionally or in a state of full or partial diminished responsibility,
- i) when using aircraft as a military pilot or other military crew member,
- j) when undertaking military parachute jumps, or
- k) 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 (section 2.5) or death lump-sum benefits (section 2.6).

4.2 Reductions

4.2.1 Gross negligence

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

4.2.2 Multiple insurance policies

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.

4.2.3 Third-party benefits

If compensation for treatment costs or the daily allowance to cover a loss of earnings is assumed by a liable third party, the UVG insurance, IV or MV, this will be deducted in full from the benefits paid by ÖKK and SOLIDA.

4.2.4 Non-accident-related factors

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

If non-accident-related factors in the accident insurance for death and disability impact the progression of the insured accident or the consequences of the accident, SOLIDA shall only owe a part of the agreed benefits that is determined on the basis of a medical assessment and is purely accident-related.

With respect to the accident insurance for death and disability, any factors aggravating the progression of the consequences of the accident that are not related to the accident, such as pre-existing psychological or physical illnesses or infirmities, shall be taken into consideration when determining the degree of disability and not only subsequently when determining the disability lump-sum payment.

4.2.5 Breach of obligations in the event of a claim

In the case of a culpable breach of the obligations that apply to the insured person, the policyholder or the authorised claimant, SOLIDA and ÖKK shall be authorised to reduce the insurance benefit by the amount by which it would have been reduced had said party met the obligation (see also the provisions regarding claims and obligations in the event of a claim, in accordance with sections 8.1 and 8.2).

4.3 Death caused by authorised claimant

If a person causes the death of the insured person as a result of intentionally or consciously committing criminal acts, attempting to do so, or participating in them, this person shall have no claim to any payments resulting from the death. Such payments shall be made to the other authorised claimants in line with the provision governing death in accordance with section 2.6.

4.4 Special risks

If special risks are insured, ÖKK and SOLIDA shall provide benefits in the amount of the benefit reductions/benefits that have been refused under the

UVG and MV that are a result of gross negligence, non-intentional traffic offences or other risks (with the exception of intentionally causing the accident).

Irrespective of whether any special risk coverage is in place, ÖKK and SOLIDA shall not also reduce their own benefits in accordance with these GIC due to

- a) gross negligence,
- b) non-intentional traffic offences, and
- c) other risks.

If such benefits are owed by a liable third party or its insurer, these will be deducted in full from the benefits paid by SOLIDA and ÖKK.

If pension benefits are owed, these can be offset with SOLIDA in the form of a lump-sum settlement. The conversion of the pension into a lump-sum settlement can also be determined during the term of the pension.

5. Start and end of the insurance cover

5.1 Start of insurance coverage

The insurance coverage shall start 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, in any case, however, at the time when the employee sets off for work, but no earlier than the insurance start date specified 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 (section 2.4 applies).
- 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.

5.2 End and interruption of insurance coverage

5.2.1 End of insurance coverage

Insurance protection expires for the individual insured person

- a) 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, or
- b) upon terminating 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 (section 2.1.9).

5.2.2 Interruption of insurance coverage

Unpaid leave is insured without having to be reported for the scope of benefits set out in section 2.3.2, para. 2. If there is no UVG interim accident insurance, there is no insurance coverage beyond the supplementary accident insurance. By way of derogation from the provisions of the UVG, accidents occurring during the duration of the interim insurance under Article 3, para. 3 UVG are only insured if the employment relationship between the insured person and the policyholder has not been dissolved.

For the individual insured person, the insurance coverage is suspended when the obligation to pay benefits has been suspended due to the policyholder defaulting on its payments.

5.3 Transfer to individual accident insurance

5.3.1 Right of transfer

Every person residing in Switzerland can transfer to ÖKK individual accident insurance without any examination of their state of health

- upon ceasing to belong to the group of insured persons covered by the collective insurance scheme,
- upon ceasing to receive benefits, or
- when the insurance contract expires.

Cross-border workers can transfer to ÖKK individual accident insurance if they continue to work in Switzerland immediately after ceasing to belong to this supplementary accident insurance and cannot transfer to another accident insurance policy, or are deemed to be unemployed within the meaning of the Federal Law on Compulsory Unemployment Insurance (AVIG) and are entitled to daily allowances from this insurance. If the new income is lower than the previously insured salary, the right of transfer is limited to the new income.

The right of transfer shall be asserted in writing within 90 days of being informed thereof by the employer. If the employer does not provide any such notice, the insured person's right of transfer shall be asserted in writing within 180 days of ceasing to belong to the collective insurance scheme.

The period commences after the person ceases to belong to the supplementary accident insurance, however no later than upon receipt of the written notification which calls attention to the right of transfer. If the insured person receives daily allowance benefits from accident insurance in accordance with UVG, the period commences upon the existence of a medically certified inability to work of at least 50% or after the end of the obligation to pay benefits at the latest. In this case, information is provided by the insurer.

Benefits can only be insured which were previously insured and are in the scope of the individual insurance. The special risk in accordance with section 4.4 and the pension benefits in accordance with the Additional Conditions (AC) are not in the scope of the individual insurance.

The insurance shall be continued in accordance with the conditions and tariffs for individual insurance that applied at the time the person transferred. These benefits are reduced to the same degree the insured person reduces their working hours or gives up work.

The policyholder shall notify the insured person leaving the company in writing of the right of transfer and the deadline for the transfer to the individual accident insurance in good time.

5.3.2 Exclusion of the right of transfer

No right of transfer exists

- a) in the case of a new job with a new employer and transfer to its loss of earnings insurance scheme, provided equivalent insurance coverage exists,
- b) if the policyholder has concluded a new insurance contract for this group of people with another insurer and equivalent insurance coverage exists,
- c) for the duration of a provisional cover note,
- d) for as long as the insured person is unable to work at a rate of 50% ,
- e) when the insured person draws an AHV pension, but upon reaching the AHV reference age at the latest,
- f) if the insured person lives abroad,
- g) if the employment contract has been terminated during the probationary period,
- h) if the work was of a temporary nature, or

- i) for self-employed workers and/or their family members they employ who do not receive a salary in cash or pay AHV contributions.

6. Start, duration and termination of the collective insurance contract

6.1 Start of contract

The insurance shall begin on the date specified in the insurance policy or the written confirmation of acceptance.

6.2 Duration of contract

6.2.1 General

The insurance contract shall be concluded for the duration specified in the insurance policy. The minimum duration of the contract shall be the remainder of the current calendar year in addition to another full calendar year.

6.2.2 Extension of contract

After the agreed duration of the contract, the contract shall automatically be renewed for another calendar year unless it is terminated within the stipulated deadline.

6.3 Termination of contract

6.3.1 Termination

The insurance contract may be terminated by either contracting party subject to three months written notice as at the end of a calendar year. The first date as at which the insurance policy may be terminated is the expiry date specified in the insurance policy.

6.3.2 Automatic termination of the insurance contract

The insurance contract shall end automatically and with immediate effect

- a) upon the insured person ceasing to work at the policyholder,
- b) upon the company's headquarters being transferred abroad.

6.3.3 Dissolution by the insurer

ÖKK may dissolve the contract if the policyholder falls into arrears on premium payments in accordance with the provisions governing default of payment (see section 7.6).

6.3.4 Waiver of termination right by the insurer in the event of a claim
ÖKK shall waive its legal right to terminate the collective insurance contract with the policyholder in the event of a claim.

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

They reserve their right to terminate the contract as at the expiry of the contract and subsequently as at the end of each calendar year.

6.3.5 Termination right of the policyholder in the event of a claim
In the event of a claim for which a benefit is provided, the policyholder may terminate the contract in writing within 14 days of acknowledging the payment of said benefit.

The contract shall lapse 14 days after the notice of termination has been received by ÖKK KUV AG. The policyholder shall still owe a proportion of the premium for the current year calculated on a pro rata basis.

6.3.6 Termination in the event of premium adjustments

If the premiums are adjusted, the policyholder shall have the right to terminate the contract in its entirety or only with regard to the type of benefit for which the premium has been increased within 30 days of such an adjustment being communicated as at the time the adjustment takes effect. If no notice

of termination is issued, the policyholder is deemed to have accepted the premium adjustment.

6.4 Right of revocation

The policyholder may revoke its application to conclude the contract or the acceptance declaration in writing within 14 days of the application being made or accepted.

This deadline is deemed to have been met if the policyholder notifies the insurer of the revocation or sends its revocation declaration by post on the last day of the revocation period.

7. Premiums and payments

7.1 Premium calculation

7.1.1 Salary system

Premiums shall be calculated as follows

- for insurance within the scope of UVG salaries: the salary subject to UVG insurance premiums up to the statutory maximum amount
- for insurance within the scope of excess salaries: the portion of the salary in excess of the UVG maximum salary up to a maximum salary of CHF 300,000 p.a. per person
- for insured persons with a fixed annual salary: the insured earnings agreed in advance
- for insured persons who have voluntarily concluded UVG insurance: the salary agreed in advance.

7.1.2 Headcount system

The premium is calculated based on the number of insured persons or working days.

7.2 Invoicing and terms of payment

ÖKK KUV AG shall issue the policyholder with an advance payment invoice on a quarterly, half-yearly or annual basis. The policyholder shall owe the premiums in advance and shall pay them by the payment deadline specified in the insurance policy. The advance payment invoice amount is usually derived from the definitive salary amount of the most recent full calendar year.

7.3 Final statement

Upon expiry of the calendar year or upon dissolution of the contract, ÖKK KUV AG shall issue the policyholder with a declaration form. The policyholder must return the salary declaration together with the necessary documentation (AHV declaration, list of insured persons, salary statements etc.) to ÖKK KUV AG within 30 days. Based on this information, ÖKK KUV AG shall determine the final premiums and generate a final statement. No subsequent payments or reimbursements shall be made for balances under CHF 20. These amounts will be carried forward to the next statement.

If the policyholder does not return the documentation to ÖKK KUV AG within 30 days of having received it, the latter shall determine the applicable final premiums at its discretion.

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

7.4 Inspection of payroll accounting

ÖKK KUV AG, ÖKK and SOLIDA shall have the right to inspect the policyholder's payroll accounting.

7.5 Reimbursement of premiums

If a premium has been paid for a certain duration of contract and the insurance contract lapses for statutory or contractual reasons before the agreed

duration of the contract expires, ÖKK KUV AG shall repay a proportion of the premium calculated on a pro rata basis.

The premiums for the current insurance period shall be owed in full if the policyholder terminates the contract in the event of a claim and the contract had been in force for less than one year at the time it was terminated.

7.6 Default of payment

If the policyholder does not fulfil its obligation to pay its premiums within an extended period of 14 days, it shall be issued with a written reminder by ÖKK KUV AG that it must pay the outstanding premiums within a period of 14 days. The reminder shall inform the policyholder of the consequences of failing to fulfil its payment obligation.

Any expenses relating to reminders or collection proceedings resulting from defaults of payment shall be borne by the policyholder.

If, despite the reminder being sent, no payment is received within this reminder deadline, the insurer's obligation to provide benefits shall be suspended from the expiry of the reminder deadline until the outstanding premiums are paid in full together with any applicable interest and administration costs.

If the premium is legally collected or subsequently received by ÖKK KUV AG, the insurer's obligation to provide benefits shall be reinstated as at the time the outstanding premiums and reminder fee were paid. SOLIDA and ÖKK shall not be liable to provide benefits for any insurance claims occurring during the period of default and after expiry of the reminder deadline.

If an insured person was already receiving benefits at the time the insurer's obligation to provide benefits was suspended, said insured person shall remain entitled to claim benefits for the originally agreed duration.

If the outstanding advance premium or final statement amount is not legally collected within two months of the reminder period expiring, the insurance contract shall lapse.

7.7 Premium adjustments

A premium rate guarantee shall apply for the agreed duration of the contract.

At the end of the contract and upon the contract being automatically renewed by one year, ÖKK may increase the premium rates and at the same time, adjust them in line with the claims experience; this also applies for benefits from SOLIDA. ÖKK KUV AG shall notify the policyholder of any such adjustments.

In such cases, the policyholder shall have the right to terminate the insurance contract within 30 days of such an adjustment being communicated to it as at the time the adjustment takes effect. If no notice of termination is issued, the policyholder is deemed to have accepted the premium adjustment.

7.8 Increase or reduction of risk

If there are any changes to a fact material to the determination of risk (in particular the type of activity performed by the insured company/occupation, activity of the insured persons) during the duration of the contract, ÖKK must be informed immediately in writing form.

If there is an increase in risk, ÖKK may increase the premium accordingly as of the time the risk increases or terminate the contract in writing form within four weeks of having received notification, with a notice period of four weeks. If the premium is increased as a result of the risk increasing, the policyholder has the right to terminate the contract in writing form within four weeks of having received notification. In both cases, ÖKK has the right to increase the premium as per the tariff from the time the risk increases until the end of the contract.

If there is a significant reduction of risk, the policyholder is entitled to terminate the contract in writing form with a notice period of four weeks or to

demand that the premium be reduced. If ÖKK refuses to grant a premium reduction or if the policyholder does not agree to the reduction offered, the latter is entitled to terminate the contract in writing form within four weeks of receipt of the decision by the insurance company with a notice period of four weeks.

7.9 Surplus participation

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 (= accounting periods).

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 participation 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 recalculated. 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.

8. Claims and obligations in the event of a claim

8.1 Notices of claim

Any events likely to give rise to a claim for in-surance benefits shall be reported to ÖKK KUV AG immediately, within 180 days after the event has occurred.

Upon receiving a request for treatment in a hospital or a convalescent facility, ÖKK KUV AG shall issue a cost guarantee covering the amount of the insured benefits. The claim must be reported before entering the hospital or convalescent facility.

In the event of death, ÖKK KUV AG must be notified in writing within 14 days.

8.2 Obligations

Insured persons, policyholders and authorised claimants shall do everything to facilitate the clarification of the accident and its consequences. In particular, the insured person shall release any doctors who treat/have treated him/her from their duty of professional secrecy with respect to ÖKK, ÖKK KUV AG and SOLIDA.

If any entitlement is lost as a result of non-compliance, insured persons, policyholders and authorised claimants shall be obliged to provide ÖKK, ÖKK KUV AG and SOLIDA with any information requested concerning previous and current medical conditions as well as the accident and how treatment is progressing within 30 days of such a written request being made.

Furthermore, culpable breaches of obligations shall result in insurance benefits being reduced in accordance with the provision governing breaches of obligations in the event of a claim.

8.3 Due date and payment of insurance benefits

Claims arising out of the insurance contract shall fall due after four weeks have passed from the time when ÖKK KUV AG or SOLIDA received the corresponding information, documentation and doctor's certificate that were sufficient to prove to them the accuracy and scope of the entitlement.

With the exception of payments resulting from death (see section 2.6), the insured person shall be entitled to the benefits. This is subject to the provisions governing payments to insured persons and policyholders in accordance with sections 8.3.1 and 8.3.2.

8.3.1 Payments to insured persons

If daily allowance benefits that are subject to tax at source are paid directly to the insured person, these payments shall be reduced by the amount of tax at source owed.

8.3.2 Payments to policyholders

Daily allowance benefits that are subject to tax at source may be paid to the policyholder in full. It is the policyholder's responsibility to then correctly pay the tax at source owed.

The policyholder shall be liable for any losses incurred by ÖKK and ÖKK KUV AG as a result of this obligation not being properly fulfilled.

8.4 Right of recourse

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.

9. Final provisions

9.1 Offsetting

ÖKK, ÖKK KUV AG and SOLIDA shall have the right to offset any insurance benefits due against any claims against the policyholder.

9.2 Assignment and pledging

Claims to insured benefits may neither be pledged nor assigned before they are finally determined without the express consent of ÖKK, ÖKK KUV AG or SOLIDA.

9.3 Notifications

9.3.1 Policyholders and insured persons

All notifications from the policyholder or insured person shall be sent to the address of ÖKK KUV AG.

9.3.2 Insurer

Notifications from ÖKK, ÖKK KUV AG or SOLIDA shall be duly sent to the last known address of the policyholder, insured person or authorised claimant in Switzerland.

9.3.3 Written form

Where these GIC require notification in writing, it is sufficient to provide notification in another form that also provides evidence in text form.

9.4 Place of jurisdiction

In the event of any disputes arising out of the insurance contract, the claimant may choose to have his/her case heard before the court at his/her place of residence in Switzerland, his/her place of work in Switzerland, ÖKK's registered office or SOLIDA's registered office.

