

# Supplementary LAI Accident Insurance according to LIC

Customer Information according to LIC and General Conditions of Insurance (GCI)



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# Customer Information according to LIC

The following customer information provides clear and succinct information relating to the identity of the insurer and the essential contents of the insurance contract (Art. 3 of the Swiss Federal Law on Insurance Contracts (LIC). The rights and obligations of the contracting partners are specified in the application/proposal and/or the policy, the General Conditions of Insurance (GCI) as well as the applicable laws, particularly the LIC.

After acceptance of the application/proposal, a policy will be sent to the policyholder. Its contents will correspond to those contained in the application/proposal.

## Who is the insurer?

The insurer is Zurich Insurance Company Ltd, hereinafter referred to as Zurich, with its registered head office located at Mythenquai 2, CH-8002 Zurich. Zurich is a stock company incorporated under Swiss law.

## Which risks are insured and what is the scope of coverage?

The insured risks as well as the scope of coverage are specified in the application/proposal and/or in the policy and General Conditions of Insurance (GCI).

## How high is the premium?

The amount of the premium depends on the specific risks insured and the coverage requested. If premiums are paid in installments, a corresponding fee may be applied. All information regarding premiums and fees is listed in the application/proposal and/or in the policy.

## Which cases result in the right to the reimbursement of premiums?

If the premium was paid in advance for a specific insurance period, and, if the contract is terminated prior to such period, Zurich will reimburse the premium amount corresponding to the non-expired insurance period.

Zurich retains the total premium if the insurance benefit was provided for a partial claim and the policyholder cancels the policy in the year following the conclusion of the contract.

## What other obligations are incumbent upon the policyholder?

- **Modification of risk:** If in the course of the insurance period a relevant fact changes, resulting in a significant increase of the underlying risk, Zurich must be immediately informed in writing.
- **Insured event:** The insured event must be reported to Zurich immediately.

The above list only contains the most common obligations. Further obligations are specified in the General Conditions of Insurance (GCI) as well as the LIC.

## When does insurance coverage commence?

Insurance coverage commences on the day stated in the application/proposal and/or in the policy. If an insurance certificate or confirmation of provisional coverage was provided, Zurich will provide insurance coverage until delivery of the policy to the extent provided for in the written provisional confirmation of coverage, or to the extent determined by law.

## When does the contract terminate?

**The policyholder can terminate the contract by giving notice of cancellation:**

- no later than 3 months prior to the expiration of the contract, or, if so agreed, 3 months prior to the expiration of the insurance year. Notice of cancellation is deemed to have been given in due time if the notice of cancellation has reached Zurich no later than the last day prior to the beginning of the three-month notice period. If the policy is not cancelled, it is tacitly renewed for another year. Unless stated otherwise, fixed-term contracts without a prolongation clause shall terminate on the day stated in the application/proposal and/or in the policy;

- after every occurrence of an insured event, for which a benefit is due, no later than 14 days after having received notice of payment of the benefit by Zurich;
- if Zurich adjusts the premiums. In this case, notice of cancellation must reach Zurich no later than the last day of the insurance year;
- if Zurich were to have breached its legal duty to provide information pursuant to Art. 3 LIC. The right to cancel ceases 4 weeks after the policyholder has been informed of this breach, in any case, however, after expiration of one year after such a breach of duty.

**Zurich can terminate the contract by giving notice of cancellation:**

- no later than 3 months prior to expiration of the contract, or, if so agreed, 3 months prior to the expiration of the insurance year. Notice of cancellation is deemed to have been given in due time if the notice of cancellation has reached the policyholder no later than the last day prior to the beginning of the three-month notice period. If the contract is not cancelled, it is tacitly renewed for another year. Unless stated otherwise, fixed-term contracts without a prolongation clause shall terminate on the day stated in the application/proposal and/or in the policy;
- after every occurrence of an insured event, for which a benefit is due, if the cancellation was effected by the time of payment of the benefit at the latest;
- if significant facts pertaining to the risk were withheld or misleadingly presented (breach of duty to disclose).

**Zurich may terminate the contract by rescission:**

- if the policyholder is in arrears with the payment of the premium, was reminded and Zurich then waives its right to collect the premium;
- in the event of insurance fraud.

The above lists only contain the most common termination options. Further termination options are specified in the General Conditions of Insurance (GCI) and in the LIC.

## How does Zurich handle data?

Zurich processes data originating from the contract documents or the processing of the contract, and uses them in particular for calculating the premium, clarifying risk, processing insurance claims, for statistical evaluations and for marketing purposes. The data will be stored physically or electronically.

To the extent required, Zurich may forward data to third parties in Switzerland or abroad, who are involved in the processing of the contract, in particular to co- and reinsurers, as well as to other domestic and international Zurich Insurance Group Ltd companies for further processing.

Insofar as the policyholder electronically reports salary data relating to the insured person, Zurich is authorized to process this data for the purpose of standardizing the declaration and transmission within the scope of eGovernment and to report this information to third parties to the extent required.

In addition, Zurich may obtain pertinent information from official institutions and other third parties, particularly information regarding claims development. This applies regardless of whether the contract is ultimately concluded. The policyholder has the right to request all legally authorized information relating to the processing of policyholder-related data from Zurich.

**To facilitate reading, only masculine personal references are used hereafter; any such references are, however, always understood to include the corresponding feminine form as well.**

# General Conditions of Insurance (GCI)

## Supplementary LAI Accident Insurance according to LIC

Please note that only the German wording of these GCI shall be valid and binding.

These conditions extend the following General Policy Conditions. Definitions of terms can also be found in this GCI section.

### 1. Insured persons

The insured persons are listed in the policy.

- a) Family members who work in the policyholder's firm and receive a cash salary or pay AHV contributions are also considered as employees.
- b) The persons mentioned hereafter shall be deemed to have registered for insurance by submitting a supplementary application form (declaration of health):
  - explicitly named persons;
  - self-employed persons;
  - family members working with the policyholder who are neither drawing a cash salary nor paying AHV contributions;
  - insured persons with a gross annual salary that exceeds the limit stated in the policy, for the excess portion.

Insurance coverage will take effect as soon as Zurich confirms this in writing.

### 2. Insured accidents, occupational illnesses and bodily impairments

- a) Insurance coverage shall extend to
  - Accidents, occupational illnesses as well as accident-like and other bodily impairments, recognized by the LAI insurer as being subject to indemnification (referred below as "accidents");
  - Accidents incurred while performing Swiss military service or an activity falling hereunder, insofar as the insured person would have been insured by the LAI insurer against non-occupational accidents, had he not performed the aforementioned activities.
- b) If LAI differential coverage is included, the insurance also extends to events for which the LAI insurer would reduce or refuse benefits because of hazardous activities.

Excluded are reductions in benefits and refusals on the part of the LAI insurer in the case of accidents as a result of alcohol or drug consumption when driving motor vehicles.

- c) If the insured person is insured against non-occupational accidents in accordance with the LAI, insurance coverage also extends to accidents incurred on the occasion of a different occupational activity or during the subsequent leisure period prior to resuming work at the insured company.
- d) For occupational illnesses, Zurich's duty to pay benefits under the existing contract for the insured company or profession only exists to that extent, in which the duration of the hazardous work during the term of the supplementary LAI insurance with Zurich is in proportion to the total duration of the hazard.
- e) Disability and death benefits shall be reduced accordingly if the impairment to health or death is only the partial consequence of an insured accident.

### 3. Gross negligence and hazards

In the case of accidents caused by gross negligence or hazards as defined in the Swiss Federal Law on Accident Insurance (LAI), Zurich will waive its right to reduce or refuse benefits under this contract.

In the case of accidents as a result of alcohol or drug consumption when driving motor vehicles the benefits will be reduced or refused in accordance with the decision of the LAI insurer.

### 4. Limitations of insurance coverage

#### 4.1 Reduction or refusal of insurance benefits

Subject to the foregoing provision regarding gross negligence and hazards, the provisions of the LAI shall apply as regards the reduction or refusal of insurance benefits. This particularly includes the following events:

- accidents incurred while deliberately committing a crime or offence;
- suicide, self-mutilation or attempts thereof. Exceptions: Coverage is granted if the insured person, through no fault of his own, was entirely incapable of acting reasonably, or if the suicide, the attempted suicide or the self-mutilation was the undisputed consequence of an insured accident;
- accidents during foreign military service and while participating in warlike activities;
- participation in acts of terror and gang crimes;
- participation in brawls and scuffles, unless the insured was injured as a nonparticipant or while providing assistance to a defenseless person injured by the conflicting persons;
- participation in riots;
- risks to which insured persons expose themselves by severely provoking others.

#### 4.2 Exclusions

The following are not insured:

1. Consequences of warlike events
  - in Switzerland
  - abroad. However, if war should break out for the first time or again and if the insured person is taken by surprise by such an event in the country in which he is staying, insurance coverage shall remain in force for another 14 days, starting on the day on which war breaks out;
2. Extra-occupational effects of ionizing radiation. Health impairments resulting from radiotherapy that has been medically prescribed for an insured illness.

### 5. Insured income

- a) The basis for the calculation of insurance benefits is the income earned in the insured company. This will be calculated according to the provisions of the Swiss Federal Law on Accident Insurance (LAI), in particular:
  - where the insured benefit is a daily allowance, in accordance with the provisions for daily allowances under the LAI;
  - where the insured benefit is a pension or capital, in accordance with the rules for LAI pensions.
- b) These bases for calculation also apply analogously to the calculation of surplus salary.
- c) Depending on the agreement, the insured salary is considered to be
  - LAI salary, i.e. the gross salary up to the LAI maximum amount;
  - Surplus salary, i.e. that portion of the gross salary that exceeds the LAI maximum amount, up to the maximum amount per insured person and year as stated in the policy. If the insured person was employed by more than one employer prior to the occurrence of the event liable to benefits, and should the sum of the salaries exceed the LAI maximum amount, it must be partitioned in proportion to the percentage shares of the salaries corresponding to the individual employment contracts. The maximum amount thus weighted shall replace the LAI maximum amount, and is the basis for the determination of the surplus salary.
- d) For those persons listed by name, the amount stated in the policy shall apply.

If the insured benefit is structured as indemnity insurance, the insured person must furnish proof of a claim caused by the insured event. The amount mentioned in the policy applies at most.

# General Conditions of Insurance (GCI)

## Supplementary LAI Accident Insurance according to LIC

### 6. Medical expenses

#### 6.1 Entitlement and duration of benefits

The following benefits are insured on an indemnity basis:

- a) Zurich shall pay for the necessary expenses for the following measures, for an unlimited period of time:
  1. Medically prescribed or performed:
    - Medical treatment (including medication),
    - Confinements in hospitals or convalescent homes in general, semi-private or private wards, including the deductible for room and board calculated by the LAI or military insurer,
    - The rental of mobile medical devices,
    - Initial procurement of resources designed to compensate for bodily impairments or functional defects: prostheses, glasses, hearing aids and orthopedic devices,
    - Repair or replacement (new value) of objects that replace a body part or function. For glasses, hearing aids and dental prostheses, an entitlement only exists if these were damaged or destroyed in an insured accident that led to a bodily impairment requiring treatment;
  2. Nursing care and assistance at home for the duration of the medical treatment, the care of the insured person having to be provided by qualified personnel;
  3. All travel and transport of the insured person rendered necessary by the accident to the place of treatment, by air, however, only if this cannot be avoided for medical or technical reasons. Transport costs are not insured for persons who can be reasonably expected to walk;
  4. Non-illness related rescue operations for the benefit of the insured person;
  5. Missions for the recovery and repatriation (transport to the place of burial) of the mortal remains, if death is the consequence of an insured accident or of exhaustion following the accident;
  6. Search missions undertaken in relation to the rescue or recovery of an insured person up to a maximum amount of CHF 50'000 per insured person;
- b) A hospital is deemed to be any hospital, psychiatric clinic or rehabilitation clinic managed by and under the supervision of physicians;
- c) A convalescent home is deemed to be any institution managed by and under the supervision of physicians for the purpose of spa treatment, dietary treatment, for convalescent stays and for withdrawal treatments related to the abuse of alcohol, medications or drugs.
- d) A confinement is deemed medically necessary if it is performed for the purpose of medical treatment with regard to preventing any negative further development or with regard to improving the health impairment. Furthermore, confinements in convalescent homes are only insured if the insured person was undergoing medical treatment prior to the start of any confinement.
- e) No entitlement to benefits results from preventive hospital confinements or treatments, or from the confinement of elderly, infirm or disabled persons solely for the purpose of care or monitoring.
- f) Prior to confinement in any convalescent home, Zurich must receive a medical report confirming the medical necessity of such a confinement.
- g) If the existing contract terminates and the medical treatment for an accident that has already occurred has not yet begun or been completed, Zurich shall pay for the costs for medical treatment for the time beyond the expiration of the contract, however, for a maximum of ten years after the day on which the accident occurred. If the medical treatment was still subject to indemnification at this point in time, Zurich shall continue to provide benefits up to a maximum amount of CHF 50'000.

#### 6.2 Third party benefits

The benefits insured under this contract are owed by Zurich on a subsidiary basis. If other insurers are also only liable on a subsidiary basis, Zurich provides its benefits in accordance with its proportional share.

Third-party benefits include those from domestic and foreign social security and private insurances as well as liable parties.

If the insured person or the beneficiary is entitled to benefits from third parties, Zurich will supplement these up to the benefits to be paid in accordance with the existing policy.

#### 6.3 Advance benefits: Conditions including the right to reimbursement and offsetting

a) In case the insured person or the beneficiary is entitled to benefits from third parties for the same period of time, Zurich will pay advance benefits within the framework of its benefit obligation.

The prerequisite for advance payment is the consent of the insured person or beneficiary to the direct offsetting or demand for reimbursement of the benefits provided. Moreover, they also undertake to cede their liability claims in this amount.

b) In particular, Zurich has a direct entitlement to claim repayment of benefits later paid out by third parties.

c) The insured person or the beneficiary is obliged to take all necessary precautions to protect their claims facing third parties. Otherwise the benefit obligation from this contract lapses.

### 7. Daily hospital benefits

#### 7.1 Entitlement

The following benefits are insured on a fixed-sum basis:

- a) Zurich shall pay the agreed daily hospital benefit for the duration of a medically prescribed, medically necessary confinement in a hospital or a convalescent home.
- b) If there is medical evidence to prove that hospitalization or a stay at a health resort can be shortened or avoided, Zurich will pay half of the daily hospital benefit, as far as that nursing care and assistance is provided at home by qualified personnel.
- c) A hospital is deemed to be any hospital, psychiatric clinic or rehabilitation clinic managed by and under the supervision of physicians.
- d) A convalescent home is deemed to be any institution managed by and under the supervision of physicians for the purpose of spa treatment, dietary treatment, for convalescent stays and for withdrawal treatments related to the abuse of alcohol, medications or drugs.
- e) A confinement is deemed medically necessary if it is performed for the purpose of medical treatment with regard to preventing any negative further development or with regard to improving the health impairment. Furthermore, confinements in convalescent homes are only insured if the insured person was undergoing medical treatment prior to the start of any confinement.
- f) No entitlement to benefits results from preventive hospital confinements or treatments, or from the confinement of elderly, infirm or disabled persons solely for the purpose of care or monitoring.
- g) Prior to confinement in any convalescent home, Zurich must receive a medical report confirming the medical necessity of such a confinement.

#### 7.2 Duration of benefits

The duration of benefits amounts to 1800 days at most per accident, of which a maximum of 30 days within a period of three calendar years may result from confinements in convalescent homes and a maximum of 200 days may result if nursing care and assistance is provided at home.

# General Conditions of Insurance (GCI)

## Supplementary LAI Accident Insurance according to LIC

### 8. Daily allowances

#### 8.1 Entitlement (Regulation: insurance on an indemnity basis)

The following benefits are insured on an indemnity basis:

Zurich shall pay the agreed percentage of the insured income for the duration of the proven inability to work as certified by a physician, however not before the expiration of the waiting period stated in the policy, specifically, for those days taken into account by the LAI insurer when paying the daily allowance. This is subject to the provisions regarding the duration of benefits for insured persons from the time when they reach ordinary AHV retirement age.

#### 8.2 Third party benefits

The benefits insured under this contract are owed by Zurich on a subsidiary basis. If other insurers are also only liable on a subsidiary basis, Zurich provides its benefits in accordance with its proportional share.

Third-party benefits include those from domestic and foreign social security and private insurances, pension plans of any kind as well as liable parties. Benefits from insurances on a fixed-sum basis are excluded.

If the insured person or the beneficiary is entitled to benefits from third parties, Zurich will supplement these up to the amount of the income actually lost by the insured person. At most, Zurich shall pay the agreed daily allowance.

#### 8.3 Advance benefits: Conditions including the right to restitution and offsetting

a) In case the insured person or the beneficiary is entitled to benefits from third parties for the same period of time, Zurich will pay advance benefits within the framework of its benefit obligation.

The prerequisite for advance payment is the consent of the insured person or beneficiary to the direct offsetting or demand for reimbursement of the benefits provided. Moreover, they also undertake to cede their liability claims in this amount.

b) In particular, Zurich has a direct entitlement to claim repayment of benefits later paid out by third parties (e.g. pensions from disability insurance or those from pension plans of any kind).

c) The insured person or the beneficiary is obliged to take all necessary precautions to protect their claims facing third parties. Otherwise the benefit obligation from this contract lapses.

#### 8.4 Entitlement (Regulation: insurance on a fixed-sum basis)

The following benefits are insured on a fixed-sum basis:

Zurich shall pay the agreed percentage of the insured income for the duration of the proven inability to work as certified by a physician, however not before the expiration of the waiting period stated in the policy, specifically, for those days taken into account by the LAI insurer when paying the daily allowance. This is subject to the provisions regarding the duration of benefits for insured persons from the time when they reach ordinary AHV retirement age.

#### 8.5 Waiting period

The waiting period commences on the first day after the day of the accident.

#### 8.6 Duration of benefits

The daily allowance shall be paid up to the time the LAI disability pension commences, pursuant to the decision of the LAI insurer.

If the accident happens after the insured person has reached ordinary AHV retirement age, the duration of benefits will be no more than 180 days for this accident and all future accidents together. The waiting period will not be taken into account when calculating the duration of benefits.

### 8.7 Partial inability to work

In case of partial inability to work, Zurich shall pay a daily allowance commensurate with the degree of inability to work. When calculating the waiting period, days with partial inability to work shall count in full.

### 9. Disability pension

#### 9.1 Entitlement

The following benefits are insured on an indemnity basis:

Zurich shall pay the agreed disability pension until an AHV pension is drawn, at most until the insured person has reached ordinary AHV retirement age, if the insured person is likely to be impaired permanently or for a longer time period with respect to his ability to earn a salary. The prerequisites for such entitlement are determined moreover in accordance with the Swiss Federal Law on Accident Insurance (LAI).

#### 9.2 Determination of benefit

a) The disability pension is based on the pension benefits agreed and the degree of disability in accordance with the legally binding decision of the LAI insurer. Moreover, LAI regulations with regard to the calculation of the pension are deemed applicable.

b) Pensions shall be adjusted for inflation in accordance with the LAI regulations. Any such adjustment shall amount to 10% at most. Adjustments amounting to less than 10% cannot be compensated by those amounting to more than 10%.

c) The buyout of pensions is also determined by the LAI regulations. However, Zurich has the right to buy out monthly pensions amounting to less than CHF 100.

#### 9.3 Third party benefits

The benefits insured under this contract are owed by Zurich on a subsidiary basis. If other insurers are also only liable on a subsidiary basis, Zurich provides its benefits in accordance with its proportional share.

Third-party benefits include those from domestic and foreign social security and private insurances, pension plans of any kind as well as liable parties. Benefits from insurances on a fixed-sum basis are excluded.

If the insured person or the beneficiary is entitled to benefits from third parties, Zurich will supplement these up to the amount of the income actually lost by the insured person. At most, Zurich shall pay the agreed pension.

### 10. Lump-sum disability benefit

#### 10.1 Entitlement

The following benefits are insured on a fixed-sum basis:

Zurich shall pay the agreed disability indemnity if the insured person suffers a permanent impairment of his bodily or mental integrity.

#### 10.2 Determination of benefit

a) The disability indemnity is based on the agreed sum insured and the benefit option, as well as on the degree of disability.

b) If a body part or an organ that was already impaired by disability prior to the accident is again affected by disability, Zurich shall pay the difference between the disability indemnities resulting from this contract on the basis of the degrees of disability prior to and after the accident.

#### 10.3 Degree of disability

The degree of disability is determined according to the regulations of the Swiss Federal Law on Accident Insurance (LAI) for indemnity for damages to integrity.

# General Conditions of Insurance (GCI)

## Supplementary LAI Accident Insurance according to LIC

### 10.4 Benefit options

Benefit in % of the sum insured				
Degree of disability	Option A	B	C	D
100	225	350	100	100
99	222	345	100	100
98	219	340	100	99
97	216	335	100	99
96	213	330	100	98
95	210	325	100	98
94	207	320	100	97
93	204	315	100	97
92	201	310	100	96
91	198	305	100	96
90	195	300	100	95
89	192	295	100	95
88	189	290	100	94
87	186	285	100	94
86	183	280	100	93
85	180	275	100	93
84	177	270	100	92
83	174	265	100	92
82	171	260	100	91
81	168	255	100	91
80	165	250	100	90
79	162	245	100	90
78	159	240	100	89
77	156	235	100	89
76	153	230	100	88
75	150	225	100	88
74	147	220	100	87
73	144	215	100	87
72	141	210	100	86
71	138	205	100	86
70	135	200	100	85
69	132	195	100	85
68	129	190	100	84
67	126	185	100	84
66	123	180	100	83
65	120	175	100	83
64	117	170	100	82
63	114	165	100	82
62	111	160	100	81
61	108	155	100	81
60	105	150	100	80
59	102	145	100	80
58	99	140	100	79
57	96	135	100	79
56	93	130	100	78
55	90	125	100	78
54	87	120	100	77
53	84	115	100	77
52	81	110	100	76
51	78	105	100	76
50	75	100	100	75
49	73	97	99	74
48	71	94	98	73
47	69	91	97	72
46	67	88	96	71
45	65	85	95	70
44	63	82	94	69
43	61	79	93	68
42	59	76	92	67
41	57	73	91	66
40	55	70	90	65
39	53	67	89	64
38	51	64	88	63
37	49	61	87	62
36	47	58	86	61

Benefit in % of the sum insured				
Degree of disability	Option A	B	C	D
35	45	55	85	60
34	43	52	84	59
33	41	49	83	58
32	39	46	82	57
31	37	43	81	56
30	35	40	80	55
29	33	37	79	54
28	31	34	78	53
27	29	31	77	52
26	27	28	76	51
25	25	25	75	50
24	24	24	72	48
23	23	23	69	46
22	22	22	66	44
21	21	21	63	42
20	20	20	60	40
19	19	19	57	38
18	18	18	54	36
17	17	17	51	34
16	16	16	48	32
15	15	15	45	30
14	14	14	42	28
13	13	13	39	26
12	12	12	36	24
11	11	11	33	22
10	10	10	30	20
9	9	9	27	18
8	8	8	24	16
7	7	7	21	14
6	6	6	18	12
5	5	5	15	10
4	4	4	12	8
3	3	3	9	6
2	2	2	6	4
1	1	1	3	2

#### Benefit option E

The disability indemnity is deemed to be that percentage of the insured sum corresponding to the degree of disability.

#### 10.5 Payment of benefit

The disability indemnity will be paid as soon as the extent of the permanent disability can be determined, however, no later than five years after the date of the accident.

### 11. Allowance for physical and mental impairment

#### 11.1 Entitlement

The following benefits are insured on a fixed-sum basis.

Zurich shall pay the agreed indemnity for damages to integrity if the insured person suffers a permanent impairment of his bodily or mental integrity.

#### 11.2 Determination of benefit

- The indemnity for damages to integrity is calculated by the agreed amount and the severity of the damage to integrity in accordance with the legally binding decision of the LAI insurer. Moreover, LAI regulations with regard to the calculation of any damage to integrity are deemed applicable.
- If a body part or an organ that was already impaired in its integrity prior to the accident is again affected in its integrity, Zurich shall pay the difference between the indemnities for damages to integrity resulting from this contract on the basis of the severity prior to and after the accident.

# General Conditions of Insurance (GCI)

## Supplementary LAI Accident Insurance according to LIC

### 12. Survivors' pension

#### 12.1 Entitlement

The following benefits are insured on an indemnity basis:

If the insured person dies, Zurich shall pay the agreed survivors' pension until the time when an AHV pension is drawn, at most until the entitled widower reaches ordinary AHV retirement age. The prerequisites for such entitlement are determined moreover in accordance with the Swiss Federal Law on Accident Insurance (LAI).

#### 12.2 Determination of benefit

- a) The survivors' pension is based on the pension benefits agreed. Moreover, LAI regulations with regard to the calculation of the pension are deemed applicable.
- b) Pensions shall be adjusted for inflation in accordance with the LAI regulations. Any such adjustment shall amount to 10% at most. Adjustments amounting to less than 10% cannot be compensated by those amounting to more than 10%.
- c) The buyout of pensions is also determined by the LAI regulations. However, Zurich has the right to buy out monthly pensions amounting to less than CHF 100.

#### 12.3 Third party benefits

The benefits insured under this contract are owed by Zurich on a subsidiary basis. If other insurers are also only liable on a subsidiary basis, Zurich provides its benefits in accordance with its proportional share.

Third-party benefits include those from domestic and foreign social security and private insurances, pension plans of any kind as well as liable parties. Benefits from insurances on a fixed-sum basis are excluded.

If the beneficiary is entitled to benefits from third parties, Zurich will supplement these up to the amount of the income actually lost by the insured person. At most, Zurich shall pay the agreed pension.

### 13. Lump-sum death benefit

#### 13.1 Entitlement for eligible persons

The following benefits are insured on a fixed-sum basis:

Zurich shall pay the agreed benefit if the insured person dies.

#### 13.2 Determination of benefit

The benefit corresponds to the agreed sum insured if eligible persons exist.

Any lump-sum disability benefit paid under this contract will be credited in full against the lump-sum death benefit if the damage to health and the death are the direct or indirect consequence of the same insured accident.

#### 13.3 Eligible persons

- a) The following persons are eligible for benefits in the order listed:
  - The surviving spouse or registered partner; in their absence, the unmarried or registered, but non-related natural person (including of the same gender), who has lived in cohabitation in the same household with the deceased person continuously for the last five years;
  - Those direct offspring as well as natural persons, whose livelihood was financed to a significant extent by the deceased;
  - The parents;
  - The siblings;
  - The remaining heirs, excluding the community.

- b) Those individuals listed form independent groups of persons. The existence of persons within one group excludes any claims made by persons within the subsequent group of persons. If more than one person exists within an eligible group, all persons are eligible to the same extent.

### 14. Differential accident coverage (LAI)

#### 14.1 Entitlement

The following benefits are insured on an indemnity basis:

Zurich will assume all benefits reduced by the LAI insurer in accordance with the regulations of the Swiss Federal Law on Accident Insurance (LAI). Only in the case of accidents caused by hazards will Zurich also assume refused benefits.

The insurance does not cover reductions in benefits and refusals on the part of the LAI insurer in the case of accidents as a result of alcohol or drug consumption when driving motor vehicles.

#### 14.2 Determination of benefit

- a) The benefit corresponds to the extent of the LAI insurer's reduction or in the case of hazards, also the extent of the refusal.
- b) No inflation adjustment will be paid with respect to pension benefits.
- c) Zurich has the right to buy out pension benefits on the basis of their cash value, as a result of which all entitlements to claims resulting from the insured accident will cease in full.

#### 14.3 Third party benefits

The benefits insured under this contract are owed by Zurich on a subsidiary basis. If other insurers are also only liable on a subsidiary basis, Zurich provides its benefits in accordance with its proportional share.

Third-party benefits include those from domestic and foreign social security and private insurances, pension plans of any kind as well as liable parties. Benefits from insurances on a fixed-sum basis are excluded.

If the insured person or the beneficiary is entitled to benefits from third parties, Zurich will supplement these up to the benefits insured according to the LAI differential coverage.

#### 14.4 Advance benefits: Conditions including the right to restitution and offsetting

- a) In case the insured person or the beneficiary is entitled to benefits from third parties for the same period of time, Zurich will pay advance benefits within the framework of its benefit obligation.

The prerequisite for advance payment is the consent of the insured person or beneficiary to the direct offsetting or demand for reimbursement of the benefits provided. Moreover, they also undertake to cede their liability claims in this amount.

- b) In particular, Zurich has a direct entitlement to claim repayment of benefits later paid out by third parties (e. g. pensions from disability insurance or those from pension plans of any kind).
- c) The insured person or the beneficiary is obliged to take all necessary precautions to protect their claims facing third parties. Otherwise the benefit obligation from this contract lapses.

# General Conditions of Insurance (GCI)

## General Policy Conditions

### 15. Definitions of terms

For the purposes of this contract, the following are defined as:

#### 15.1 LAI

The Swiss Federal Law on Accident Insurance (LAI) dated March 20, 1981 (SR 832.20).

#### 15.2 LIC

The Swiss Federal Law on Insurance Contracts (LIC) dated April 2, 1908 (SR 221.229.1).

### 16. Contractual bases

The following provisions form the contractual basis:

- the provisions in the policy, the General Conditions of Insurance (GCI) and any endorsements;
- the written declarations that the applicant or the insured persons provide in the application and in other documents.

The LIC applies in addition.

### 17. Object of insurance

Insurance coverage extends to the consequences of accidents and occupational illnesses that the insured person has or contracts during the term of insurance coverage.

### 18. Insurance on an indemnity basis

In the case of insurance on an indemnity basis, the following additional provisions shall apply:

Zurich shall provide the insured benefit upon occurrence of the insured event, only, however, if proof of the claim occurring as a consequence of the insured event is provided. The exact scope of benefits is determined by the policy and these GCI.

Benefits provided by third parties will be taken into account. Rights of recourse are reserved.

### 19. Insurance on a fixed-sum basis

In the case of insurance on a fixed-sum basis, the following additional provisions shall apply:

Zurich shall provide the insured benefit upon occurrence of the insured event, irrespective of whether a claim has actually been made. The scope of benefits is determined by the policy and these GCI.

Zurich shall provide the insured benefits, irrespective of whether benefits are provided by third parties; their benefits shall not be taken into account.

### 20. Geographical scope of coverage

- a) The insurance is valid worldwide.
- b) If an insured person who has had an accident travels abroad without the consent of Zurich, an entitlement to benefits applies only from the time of their return.

### 21. Temporal scope of coverage

#### 21.1 Inception of the contract

The contract starts on the date stated in the policy.

#### 21.2 Termination of the contract

The contract ends:

- on the expiration date stated in the policy. It is tacitly renewed annually for another year, unless written notice of cancellation has been given in writing at least three months prior to expiration. Cancellation is deemed to have been given in due time if the notice of cancellation has reached the contracting party no later than the last day prior to the beginning of the three-month notice period;
- upon the commencement of bankruptcy proceedings of the policyholder;
- upon the closure of the business.

### 22. Duration of insurance coverage for individual insured employees

#### 22.1 Inception of insurance coverage

Insurance coverage begins on the first day of the employment relationship or on the creation of the first salary entitlement, but at all events when the insured employee sets out for work.

#### 22.2 Termination of insurance coverage

- a) Insurance coverage terminates on the 31<sup>st</sup> day after the day on which an entitlement to at least half the salary ends (in the case of work interruption without entitlement to salary, the same shall apply). If the insured persons commence new employment prior to such date, insurance coverage shall terminate when their new employment commences. For part-time employees, insured only against occupational accidents, insurance coverage, however, ceases on the last day of employment.
- b) On the basis of the preceding provision, the AHV salary (not including bonuses, profit sharing, termination compensation, and the like) as well as salary compensation benefits, such as daily allowances under mandatory accident insurance, military insurance and disability insurance are regarded as salary. Daily allowances paid by the sickness funds and private health and accident insurers are also regarded as salary as long as they replace the obligation to continue the payment of wages. The LAI provisions are deemed definitive.
- c) For employees sent from Switzerland to work abroad or employees from abroad sent to work in Switzerland, the regulations of the Swiss Federal Law on Accident Insurance (LAI) or supplementary national treaties shall apply.

### 23. Duration of insurance coverage for individual insured non-employees

#### 23.1 Inception of insurance coverage

Insurance coverage begins on the date specified in the policy.

#### 23.2 Termination of insurance coverage

Insurance coverage ends:

- at the end of the insurance contract;
- when self-employment or work with the policyholder as an insured family member ceases.

### 24. Sanctions

Zurich will not provide any service if this violates any applicable trade or economic sanctions law or regulation.

### 25. Transfer to individual insurance

#### 25.1 Right of transfer

Upon leaving the group of insured persons or upon termination of the existing contract, those persons domiciled in Switzerland or Liechtenstein have the right to transfer to Zurich's individual insurance scheme. The right of transfer must be exercised within 90 days of leaving the group of insured persons, termination of the contract, or the end of the benefit period.

#### 25.2 Conditions

The conditions and rates for individual insurance apply.

The individual insurance begins immediately after the end of insurance coverage in the group insurance.

Zurich grants the benefits insured at the time of the transfer, with the following restrictions:

- the daily allowance is reduced to the extent that employment is reduced or a lower income is received;
- for unemployed persons in accordance with Art. 10 of the Federal Law on Unemployment Insurance and Insolvency Compensation, the unemployment benefit at most can be insured;
- the highest income that can be insured corresponds to the highest annual amount in accordance with the Federal Law on Unemployment Insurance and Insolvency Compensation.

# General Conditions of Insurance (GCI)

## General Policy Conditions

The person's state of health and age at the time of entering into the group insurance with Zurich are decisive.

### 25.3 Insured persons without the right of transfer

No right of transfer exists

- in the event of job transfer and transfer to the new employer's insurance scheme;
- in the event of termination of the existing contract and insurance of the same group of insured persons or parts thereof with another insurer;
- from the time that the AHV pension is drawn, at the latest after attaining statutory AHV pension age (with the exception of cover for medical expenses);
- for the persons insured in the existing contract as self-employed persons;
- for family members working with the policyholder who are neither drawing a cash salary nor paying AHV contributions;
- for people with a fixed-term employment contract of three months or less as well as for occasional temps.

### 26. Insured event

The following provisions apply for indemnity insurance and for insurance on a fixed-sum basis.

#### 26.1 Obligations upon the occurrence of an insured event

- a) After the occurrence of an insured event:
- an officially licensed physician/dentist must be consulted as soon as possible, so as to ensure appropriate care. The insured person must follow the instructions of the treating physician/dentist or of any medical assistant designated by him. Furthermore, the insured person is obligated to undergo those clarification measures specified by Zurich, particularly those medical examinations deemed reasonable for the diagnosis and determination of benefits;
  - Zurich must be informed immediately about the event;
  - Zurich is entitled to request all additional information and documents required for the clarification of the matter and the consequences of the event, as well as for the determination of insurance benefits, particularly medical reports, expert medical opinions, x-rays and documentation relating to income.
- b) Zurich must be informed of a death (if necessary by telephone or electronically) in good time, in order to enable Zurich to initiate an autopsy at its own expense, should causes of death other than an accident be deemed possible. The autopsy may not be performed if objections have been voiced by the deceased's spouse, or in his absence, by the deceased's parents or adult children of the insured person, or if a corresponding declaration by the insured person exists.

#### 26.2 Consequences in case of a breach of contractual conditions upon occurrence of an insured event

If the policyholder, the insured person or the beneficiary breaches contractual conditions during the insured event in a culpable manner, part or all of the insured benefits will be reduced as a consequence. No reduction will occur if the behavior that breaches the contractual conditions during the insured event has no effect on the determination and the extent of the consequences of the accident.

#### 26.3 Cancellation upon occurrence of an insured event

- a) After every occurrence of an insured event, for which a benefit is due, the policyholder or Zurich may cancel the contract.
- b) If the policyholder cancels the policy, he must communicate this in writing to Zurich within 14 days of having received notice of payment of the benefit. In this case, coverage ceases 14 days after Zurich has received the notice of cancellation.

c) If Zurich cancels the policy, Zurich must inform the policyholder in writing no later than the date on which the indemnity is paid. Insurance coverage ceases at the end of the current insurance year, however, not before 14 days after the notice of cancellation has reached the policyholder.

d) The insured person's right of transfer to an individual insurance scheme in accordance with these GCI remains unaffected.

### 27. Premium

#### 27.1 Premium calculation

The premium is calculated according to the specifications stated in the policy.

The following elements have to be taken into account:

- the individual company is accorded its premium tariff on the basis of the business type and the particular applicable conditions;
- in case Zurich's premium tariff contains the relevant provisions, and sufficient company-related loss experience is available, the individual claims experience (experience rating) will also be taken into account in the calculation of the premium.

#### 27.2 Initial premium

a) If the premium is based on variable technical factors (such as effective salaries, number of persons), at the beginning of every insurance year the policyholder must initially pay the provisionally calculated premium (initial premium) that corresponds, as far as possible, to the estimated final premium.

b) Zurich can adjust the initial premium at the beginning of each insurance year to the altered circumstances.

#### 27.3 Premium invoice

a) Upon expiration of each insurance year, or, after the termination of the contract, the premium invoice will be rendered based on definitive technical factors for the calculation of premiums. To this end, Zurich will send a form to the policyholder requiring that the policyholder report the information necessary to enable the premium invoice to be issued.

b) If the policyholder electronically reports salary data relating to the insured person, Zurich is authorized to process this data for the purpose of standardizing the declaration and transmission within the scope of eGovernment and to report this information to third parties to the extent required.

c) A supplementary premium resulting from the premium invoice is payable at the expense of the policyholder. A return premium will be paid to the policyholder by Zurich. Should the supplementary or return premium amount to less than CHF 5, the contracting parties will waive their right to payment of the supplementary premium or reimbursement.

d) Should the policyholder fail to send the declaration for the premium invoice to Zurich by the deadline of one month after receipt of the declaration form, Zurich is authorized to calculate the estimated final premium at its own discretion.

e) Zurich has the right to review the information provided by the policyholder. To this end, the policyholder must grant Zurich or those designated by Zurich access to all relevant documents (salary books, receipts etc.).

f) Up to an annual salary of less than or equal to CHF 10'000 for unnamed insured persons, and subject to a premium, the contracting parties shall waive the right to an annual premium invoice based on the effective salary at the end of the insurance year. However, if the effective annual salary exceeds CHF 10'000, the policyholder is required to report this to Zurich and to pay any required additional premium, if necessary retroactively within the deadlines stipulated by law.

# General Conditions of Insurance (GCI)

## General Policy Conditions

### 27.4 Premium reimbursement

- a) If the contract is terminated prior to the expiration of the insurance year, Zurich shall reimburse the premium corresponding to the non-expired part of the insurance year, and shall no longer demand the payment of installments falling due thereafter.
- b) The total premium for the current insurance year, however, remains due if the policyholder cancels the contract in the event of a partial claim within one year of concluding the contract.

### 27.5 Installments

Those installments that fall due in the course of the insurance year shall only be considered deferred.

### 28. Premium adjustment

- a) Zurich may adjust the premium at the beginning of the following calendar year in each case. Particular reasons for an adjustment to the premium are changes in the tariff rate (for instance due to the loss experience), in the company's risk classification or in the insurance benefits provided for under the LAI.
- b) Upon expiration of the policy, Zurich may adjust the premium rates to take account of any modification in the composition of the portfolio of insured persons (age and gender) or in claims experience.
- c) Zurich shall inform the policyholder no later than 30 days prior to the expiration of the insurance year.
- d) The policyholder has the right to cancel that part of the contract affected by an adjustment or the contract in its entirety as per the end of the current insurance year. In order to be valid, notice of cancellation must have reached Zurich no later than the last day of the insurance year.
- e) If the policyholder does not cancel his policy by the end of the current insurance year, this will be deemed as consent to any contract changes.

### 29. Surplus participation

- a) If the insurance policy has been concluded with surplus participation, Zurich shall pay the policyholder a share of any surplus after the expiration of the agreed accounting period. The modalities relating to surplus participation are specified in the policy. If the contract is modified, the modalities relating to surplus participation will be adjusted to the new premium total. The entitlement to surplus participation ceases if the contract is terminated prior to the end of the accounting period.
- b) The surplus will be calculated by subtracting the benefits paid out for insured events that occurred during the accounting period from the relevant premium attributable to the corresponding accounting period. At the same time, benefits in the form of pensions will be taken into account at their cash value.
- c) Should insured events remain pending at the end of an accounting period, the calculation of any surplus participation will be deferred until their final settlement. Any negative balance from an accounting period will not be carried forward to the subsequent period.
- d) If payments are made for insured events that fall within a completed calculation period after the surplus calculation has taken place, a correction is made to the surplus calculation. Any surplus payments that have already taken place can be demanded back by Zurich.

### 30. Obligations in the event of an increase or a reduction of risk

- a) Any modification of a fact relevant to the assessment of the risk (in particular, the type of insured company or profession, the activity of the insured persons), the extent of which was first determined by the parties upon conclusion of the contract, must be reported to Zurich in writing as soon as possible.
- b) In the event of an increase of risk, Zurich may implement a corresponding premium increase. In the event of a reduction of risk, Zurich may reduce the premium accordingly.
- c) If the policyholder does not agree to a premium increase, he may cancel the contract within 14 days of receipt of the notification with a four-week notice period. From the point in time when the risk is increased, Zurich is entitled to increase the premium accordingly.

### 31. Tax at source on benefits in the event of a claim

- a) If Zurich provides income replacement benefits to the policyholder for the benefit of insured persons liable to pay tax at source, the policyholder shall ensure that these benefits are properly declared to the responsible tax authority.
- b) If Zurich is nonetheless held responsible by the tax authority, Zurich has a right of recourse to the policyholder.

### 32. Broker remuneration

If a third party, e.g. a broker, represents the interests of the policyholder upon conclusion of the insurance contract or in supervising this insurance contract, Zurich may remunerate this third party for his activity on the basis of an agreement. Should the policyholder request further information in this regard, he may approach the third party.

### 33. Reporting to Zurich

- a) All correspondence must be addressed to Zurich's head office or to the representative listed on the most recent premium invoice.
- b) Please contact your representative or call the toll-free number at 0800808080 if you have any questions or concerns.

### 34. Place of jurisdiction

In the event of disputes arising from this contract, the policyholder, insured person or beneficiary has the following choices for the place of jurisdiction:

- the city of Zurich;
- the domicile or head office of the policyholder, insured person or beneficiary in Switzerland or Liechtenstein – excluding, however, any other foreign country.

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