

Accidental Death or Disability Insurance

General Insurance Conditions (AVB)
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I Definitions and contents

1 Bases of the contract

The bases of this contract are: the insurance contract – consisting of the insurance application, the policy, these General Insurance Conditions (AVB) and the provisions of the Federal Insurance Contract Act (VVG) – between CSS Life Insurance Ltd, Tribschenstrasse 21, 6002 Lucerne (hereinafter referred to as "the insurer") and the insured person.

2 Territorial validity

The insurance cover applies worldwide to occupational and non-occupational accidents, however outside Europe cover applies only during journeys and stays of no more than three years.

3 Insured persons

Persons who are resident in Switzerland are entitled to conclude a contract for Accidental Death or Disability Insurance (UTI).

4 Age limit – adjustment of the insurance

Persons will be admitted to the insurance up to the end of the calendar year in which they attain age 65.

After attaining age 70, the following maximum sums insured apply:

In case of death	CHF 20,000
In case of disability	CHF 40,000, progression option A 225 % in accordance with paragraph 9

Once the insured person attains age 70, the sums insured will be reduced correspondingly from the following calendar year onwards.

If the insured person does not consent to the reduction in benefits, the contract ends for the insured person concerned at the end of the calendar year in which the insured person attains age 70.

5 Definition of an accident

An accident is defined as the sudden, unintentional and harmful effect of an unusual external factor on the human body that results in an impairment of physical, mental or psychological health, or that leads to death.

The following impairments of health are classified as accidents even if they are not due to any unusual external factor, provided they are not clearly attributable to an illness or degenerative condition:

- a) broken bones;
- b) dislocated joints;
- c) torn meniscus;
- d) torn muscles;
- e) strained muscles;
- f) ruptured tendons;
- g) injured ligaments;
- h) eardrum damage;
- i) frostbite;
- j) heatstroke;
- k) sunstroke and impairment of health due to ultra-violet rays, with the exception of sunburn;
- l) broken teeth.

The following are not deemed to be accidents:

Illnesses of all kinds, in particular infectious illnesses, the effects of radiation of all kinds, damage/injury caused by therapies not made necessary by an insured accident.

Aviation accidents:

The insurance extends to cover accidents involving the insured person as a passenger, pilot, member of crew, or as a flying instructor or pupil in all types of aircraft, including delta-wing gliders, skydiving aircraft and paragliders, provided such are officially permitted to fly.

Accidents that occur because of deliberate violations of official regulations and where official certificates and permits are not available are excluded from the insurance. The liability of the insurer for all insured persons that are in the same aircraft is limited to CHF 2 million in case of death and to CHF 4 million in case of disability.

6 Extension of guarantee

The insurer waives the right to invoke the legal provisions concerning breaches of the obligation to notify, provided this was not done with intent to deceive and if at least five years have elapsed since the contract was taken out or amended.

II Benefits provided by the insurer

7 Sums insured

- 7.1 The sums insured are indicated in the insurance policy.
- 7.2 The payment for insured children that are not yet two years and six months old is limited to CHF 2,500 in case of death.
- 7.3 The payment for insured children that have not yet attained age 12 is limited to CHF 20,000 in case of death.
- 7.4 If a disability lump sum is a payable for an accident, any entitlement to an agreed death lump sum for the same accident lapses.

8 Rightful claimants in case of death

If it is established within five years that the insured person died because of the consequences of an accident, the insurer pays the agreed death lump sum to the beneficiaries in the following order:

- a) the spouse/the registered partner
- b) the children and adopted children
- c) the parents
- d) the grandparents
- e) the siblings and in the absence of one of the siblings, his children within the scope of his share.

The insured person can designate other beneficiaries at any time by giving notice in writing.

In the absence of survivors with a rightful claim the insurer only reimburses the funeral costs, however, at most 10 % of the agreed death lump sum.

If the insured person and his spouse/registered partner who is not insured with the insurer die as a consequence of the same event, the agreed sum insured in case of death will be doubled. If both spouses/registered partners are affected by the event and if both are insured with the insurer, benefits will be paid individually per insured person according to the insurance policy.

9 Disability

If an accident results in a presumably permanent disability within a period of five years after the event, the insurer pays a lump sum to the insured person on the basis of

- the agreed sum insured,
- the degree of disability (medical disability) and
- the progression option (A or B) stipulated in the contract.

In the case of complete loss or complete loss of use of a body part, an organ or a sense, the degree of disability is determined according to the following table:

Complete paralysis or incurable mental infirmity that precludes any participation in gainful employment, complete loss of sight	100 %
Both arms or hands, both legs or feet	100 %
An arm at the elbow or above	70 %
A lower arm or a hand	60 %
A leg at the knee or above	60 %
Lower part of the leg	50 %
A thumb	25 %
An index finger	15 %
Another finger	10 %
A foot	40 %
A large toe	10 %
Another toe	3 %
Sense of smell or taste	15 %
An eye	30 %
An eye (if sight in the other eye had already been completely lost)	70 %
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)	45 %
Total loss of the power of speech	60 %
A kidney	20 %
The spleen	10 %

In case of partial loss or partial loss of use of a body part, an organ or a sense, the disability percentage will be reduced proportionately.

If a body part and/or an organ that was already maimed or damaged is affected by injuries incurred in an accident, the benefits will be reduced proportionately.

If several body parts are affected as a result of an accident, the percentages will be added together. In no case will the degree of disability exceed 100 %.

In cases other than those mentioned above, the degree of disability is determined on the basis of medical findings. The amount is based on the medically determined degree of disability.

For that part of the degree of disability that does not exceed 25%, the insurer pays the corresponding percentage share of the agreed disability lump sum.

If the degree of disability exceeds 25 %, the indemnity is calculated on the basis of the following table, depending on the insurance option that has been contracted for:

Degree of disability	Benefits		Degree of disability	Benefits	
	%	A %		%	A %
26	27	28	64	117	170
27	29	31	65	120	175
28	31	34	66	123	180
29	33	37	67	126	185
30	35	40	68	129	190
31	37	43	69	132	195
32	39	46	70	135	200
33	41	49	71	138	205
34	43	52	72	141	210
35	45	55	73	144	215
36	47	58	74	147	220
37	49	61	75	150	225
38	51	64	76	153	230
39	53	67	77	156	235
40	55	70	78	159	240
41	57	73	79	162	245
42	59	76	80	165	250
43	61	79	81	168	255
44	63	82	82	171	260
45	65	85	83	174	265
46	67	88	84	177	270
47	69	91	85	180	275
48	71	94	86	183	280
49	73	97	87	186	285
50	75	100	88	189	290
51	78	105	89	192	295
52	81	110	90	195	300
53	84	115	91	198	305
54	87	120	92	201	310
55	90	125	93	204	315
56	93	130	94	207	320
57	96	135	95	210	325
58	99	140	96	213	330
59	102	145	97	216	335
60	105	150	98	219	340
61	108	155	99	222	345
62	111	160	100	225	350
63	114	165			

Unless indicated otherwise on the insurance policy, the indemnity will be paid according to progression option A.

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Payment of benefits

The indemnity for disability is paid out as soon as the extent of the permanent disability can be established and determined, but at the latest five years after the date of the accident. If it takes longer than six months to establish and/or determine the degree of disability, the insurer will pay an appropriate partial indemnity to the insured person based on the medical findings up to that point in time with

respect to the disablement. However, the total amount of the partial indemnity may not exceed 50 % of the final basic sum for disability (without taking progression into consideration). Only the insured person is entitled to the disability lump sum; the entitlement may not be passed on by inheritance.

11 Costs for vocational retraining

If vocational retraining is necessary because of an accident for which the insurer has paid benefits, the insurer will cover adequate costs for such training, however at the most up to a maximum amount of 10 % of the agreed disability lump sum (without taking progression into consideration).

12 Exclusions

The following are excluded from the insurance:

- a) accidents as a consequence of war or acts of war unless the accident occurs within 14 days of the initial outbreak of such events in the country in which the insured person is staying and where the insured person is taken by surprise by the outbreak of such acts of war;
- b) accidents as a consequence of earthquakes in Switzerland and the Principality of Liechtenstein;
- c) accidents in connection with service in a foreign army;
- d) impairments of health caused by the effects of ionising radiation. Exceptions: impairments of health resulting from medically prescribed radiotherapy subsequent to an insured event;
- e) accidents as a consequence of participation in acts of war, commotions, strikes, acts of terror or as a result of committing crimes or offences;
- f) accidents caused by participation in brawls and fights unless, while otherwise uninvolved, the insured person is injured by the protagonists or while coming to the assistance of a defenceless person;
- g) accidents suffered by drivers of motor vehicles or cyclists who are in charge of a vehicle while they have a blood-alcohol content of 1.8 weight-volume per mille or more;
- h) misuse of medication or drugs;
- i) accidents that occur while racing motor vehicles of all kinds and training for such;
- j) accidents as a consequence of hazardous activities: hazardous activities are actions through which the insured person is exposed to exceptional danger without taking, or being unable to take, measures to reduce the risk to a reasonable level. Rescue operations on behalf of other people are nevertheless insured even when considered to be hazardous activities;
- k) accidents as a consequence of the transmutation of atomic nuclei;
- l) accidents as a consequence of mental conditions suffered by the insured person;
- m) consequences of repeated physical exertion;
- n) the consequences of self-inflicted injury as well as suicide and self-mutilation and attempts to commit the same, including times when the insured person is incapable of judgement;
- o) accidents suffered as a consequence of the insured person wilfully committing crimes and offences.

13 Effect of circumstances unrelated to the accident

If the impairments of health can only be partly ascribed to the insured accident, the benefits paid by the insurer will be reduced to take account of the influence of external factors as established in a medical opinion.

14 Medical commission

If the parties are unable to come to an agreement about the consequences of the accident, a medical commission will be formed, consisting of a doctor designated by the insured person and a doctor designated by the insurer. Both doctors must select a third doctor to serve as the chairman of the commission. If no agreement can be reached, the presiding judge at the insured person's place of residence in Switzerland will appoint the chairman. The costs of this medical opinion are borne equally by each of the parties. The conclusions arrived at by the medical commission within its area of competence are binding unless it can be shown that they obviously deviate substantially from the actual facts of the case.

III Premiums

15 Initial premium and premium adjustments in accordance with tariff age groups

- 15.1 The initial premium is shown on the policy.
- 15.2 On reaching the maximum age for a tariff age group, the insured person automatically enters the next higher tariff age group at the beginning of the following calendar year. The applicable premium rate is that for the tariff age group. Tariff age groups:

0–18 years of age	26–n years of age
19–25 years of age	

- 15.3 If the premium is adjusted because the insured person is assigned to a higher tariff age group, he is entitled to terminate the insurance by analogy with paragraphs 16.2 and 16.3.

16 Adjustment of premium rates

- 16.1 The insurer can adjust the premium rates.
- 16.2 The insurer gives notice of a change in premiums at the latest 30 days before the end of a calendar year.
- 16.3 If the insured person does not wish to pay the adjusted premium, the contract can be terminated at the end of the current calendar year by serving written notice. Notice of termination must be received by the insurer at the latest on the last working day of the calendar year.

17 Reminder and arrears

- 17.1 If the premium is not paid by the deadline indicated on the invoice, the insured person will be notified of the consequences of default in writing and will be requested to pay the outstanding premium within 14 days of the reminder being sent, as stated in Art. 20 para. 1 VVG. If this reminder is ignored, the obligation to pay benefits will be suspended upon expiry of the payment deadline.
- 17.2 After the deadline for payment expires, the insured person must pay the statutory interest on arrears. Reminder costs are borne by the insured person.
- 17.3 If no legal action is taken to collect the overdue premium within two months of expiry of the reminder period, the insurer withdraws from the contract and waives payment of the outstanding premiums.
- 17.4 If the insurer takes legal action to collect the premium or accepts such premium retrospectively, the obligation to pay benefits will be reactivated from the date upon which the outstanding premium, including interest and costs, is paid. The insurer will have no obligation to pay benefits for insured events occurring during periods in which the obligation to pay benefits was suspended, even after the outstanding premium has been paid.

17.5 The insurer is entitled to offset premiums against any entitlement to benefits of the insured person. The insured person is not entitled to offset payments against claims on the insurer.

IV Miscellaneous conditions

18 Obligation to notify

The insurer must be informed without delay about any accident that may lead to an obligation to pay benefits on the part of the insurer.

19 Medical treatment

Suitable medical treatment should be obtained as soon as possible. The insured person must follow the instructions given by the attending doctor and by nursing staff. If necessary, the insured person is obliged to submit to examinations and accept the instructions of a doctor acting on behalf of and paid by the insurer. Otherwise all measures useful to determining the circumstances of the insured event should be taken. The insurer must be informed promptly about cases of death so that a post mortem can be arranged prior to burial at the insurer's expense if it seems that the death of the insured person could be attributable to causes other than accident. The rightful claimant must consent to the post-mortem examination. The insurer is entitled to request supporting documents and information, in particular medical certificates.

The rightful claimant grants the insurer the right to acquire such supporting documents and information directly at the insurer's expense. The insured person releases the doctors who have provided treatment and the insurance institutions involved in the claim from the obligation to maintain professional secrecy with respect to the insurer.

20 Consequences of breach of contract

If wilful breaches of the obligations outlined in sections 18 and 19 occur and if these are prejudicial to determining the extent or the consequences of an accident, the insurer can reduce the benefits appropriately unless the insured person or the rightful claimant can prove that such breaches of the contract were not prejudicial to determining the extent or the consequences of the accident.

21 Contract term and termination

21.1 The contract is concluded for the period stated in the policy and thereafter it is extended for one year at a time if neither of the contracting parties receives notice to terminate the contract at the latest three months before the contract expires.

21.2 Notice of termination must be served in writing.

22 Notifying the insurer

All correspondence and any notifications should be addressed to the insurer. All valid correspondence from the insurer is sent to the most recent address of the insured person or the rightful claimant in Switzerland notified to the insurer.

23 Place of performance and jurisdiction

23.1 The obligations arising from the insurance shall be performed in Switzerland and in Swiss currency.

23.2 If legal disputes arise, action can be taken against the insurer at the court with jurisdiction at the place of residence in Switzerland of the insured person or in the city of Lucerne. If the insured person lives abroad, the city of Lucerne is the exclusive place of jurisdiction.

24 Applicable law

Unless otherwise stated the provisions of the Federal Insurance Contract Act (VVG) apply.