# Group accident insurance (GAI)

## for persons not subject to the AIA/UVersG

### General Policy Conditions (GPC)

2023-04 edition

elipsLife
your insurance

# Summary of key features

The following customer information provides you with an overview of our identity as an insurer and the key content of the insurance contract. The insurance contract consists of the offer/application, any health declarations, the insurance policy, the General Policy Conditions (GPC) and any Special Policy Conditions (SPC).

Please note that the insured risks are agreed individually and any claims to benefits are based on your own insurance contract. The rights and obligations of the contracting parties arise from the insurance contract and the applicable statutory provisions, in particular the IPA or, for policyholders domiciled in Liechtenstein, the ICA.

### Who is the insurance provider?

The insurance provider is Elips Life Ltd, Vaduz in Liechtenstein, Swiss branch in Zurich, Thurgauerstrasse 54, 8050 Zurich (hereinafter referred to as “elipsLife”).

### Who is the policyholder?

The policyholder is the natural person or legal entity concluding the offer/application or insurance policy and acting as the contracting partner.

### Who is insured?

The persons mentioned in the insurance contract who are domiciled in Switzerland or Liechtenstein and not subject to mandatory accident insurance in connection with their activity for the policyholder are insured.

Staff seconded to the policyholder by third-party undertakings and persons working for third-party undertakings who are paid by the policyholder or engage in official activities (e.g. craftspeople, suppliers, police, fire brigade, etc.) are not insured. The policyholder’s employees subject to the AIA/UVersG are also excluded.

### What is insured?

The insurance covers the economic consequences of accidents and other bodily injuries (list diagnoses) that occur during the term of this group accident insurance. Occupational diseases are not insured.

The insurance cover is valid worldwide. The insured risks are agreed individually, and any entitlements to benefits are determined by your own insurance contract.

In the case of treatment costs, elipsLife’s obligation to provide benefits extends to the actual damage incurred, taking account of third-party benefits. It comprises indemnity insurance rather than fixed sum insurance. Third-party benefits are not taken into account in the case of disability payments, death payments, daily allowances and daily hospital allowances. These benefits comprise fixed sum insurance.

### What services does elipsLife provide?

The following information concerns the insurance cover available. A conclusive general description of the insurance cover and its limitations can be found in the Policy Conditions. Details of the insurance cover selected by the policyholder and individual details such as the agreed sum insured can be found in the insurance contract. The insurance covers the following points:

Optional cover components:

- Medical costs (medical treatment, damage to property, travel, transport and rescue costs, transport of corpses, aids, maintenance costs during a stay at a treatment facility)
- Hospital daily allowance
- Daily allowances for incapacity to work of at least 25%
- Lump-sum disability and death benefits

Recurring benefits are compensated as follows:

| | |
|---|---|
| • Costs of treatment | Up to five years after the day of the accident (with no limit to the amount during the contract term) |
| • Hospital daily allowance | For the duration of the hospital stay up to a maximum of 730 days within five years of the date of the accident |
| • Daily allowances | During proven incapacity to work up to a maximum of 730 days within five years of the date of the accident |

All entitlements expire on the death of the insured person or beneficiary.

If the insurance contract is terminated and treatment for an existing accident has not yet been completed, elipsLife will bear the costs of treatment for the accident for up to five years following the date of the accident, up to a maximum of CHF 25 000.

### What are some of the benefits not covered?

The following are not covered:

- Self-inflicted accidents and their consequences
- Incapacity to work, accidents and consequences of accidents existing at the beginning of insurance
- Occupational diseases and their consequences
- Non-occupational accidents if not explicitly listed
- Daily allowances in the event of relapses or long-term consequences

The most common exclusion clauses that do not entail an entitlement to benefits are listed below:

- Consequences of war, civil unrest, criminal offences and brawls if the insured person is involved
- Consequences of earthquakes in Switzerland and Liechtenstein.
- Consequences of a blood alcohol concentration of ≥ 1.8‰.
- Consequences of particularly major hazards, known as risks
- Consequences of suicide or self-mutilation.

A full list of exclusion clauses can be found in Art. 4.1 GPC.

### How much is the premium and when is it due?

The amount of the premium depends on the insured risk and insured cover. The premium is calculated from the number of insured persons and the per capita premium stated in the insurance contract.

The premium is payable in advance by the policyholder, and the due date is stated in the premium invoice. The premium for the insured persons is set provisionally each year. The definitive premium invoice is issued after expiry of the insurance year on the basis of the number of persons declared.

If you as the policyholder fall into arrears with your premium payments, an interruption in cover will take effect following expiry of the reminder period. Should you experience financial difficulties, we recommend that you contact us as soon as possible.

### What are the main obligations of the policyholder?

- Timely settlement of premiums
- Notification of the actual number of persons for calculation of the definitive premium invoice
- Timely notification of claims
- Notification of changes in factors relevant to the contract (increase in risk)
- A complete list of these obligations can be found in Art. 8 GPC.

### When does the contract start and end?

The start date is the date agreed in the insurance contract. Regardless of the agreed term, you may terminate the insurance contract after three years at the latest. After expiry of the term of insurance, the contract is tacitly renewed for another year, unless you give notice one month prior to the end of the calendar year.

The insurance contract expires automatically and with immediate effect upon cessation of business activities or transfer of the company's registered office to a foreign country.

You will receive at least 30 days' notice of premium adjustments by elipsLife.
In such circumstances you are entitled to terminate the insurance contract with effect from the end of the current calendar year.

### How does elipsLife treat your data?

In order to assess the risk to be insured before conclusion of the insurance contract and to process the contractual relationship, in particular in the event of a claim, elipsLife requires personal data from the policyholder and the insured persons. Consent to the collection and use of health data as well as corresponding declarations regarding the release from the duty of confidentiality are obtained from insured persons in individual cases.

elipsLife processes data arising from the contract documents or processing of the contract and uses it in particular for determining the premium, for risk clarification, for processing claims, for statistical evaluations and for marketing purposes. The data is stored physically or electronically.

The policyholder and the insured persons may request information about the data stored about them. In addition, the policyholder and the insured persons may request the correction of their data if the latter is inaccurate or incomplete. These rights may be exercised at the following address: elipsLife, Compliance, Thurgauerstrasse 54, 8050 Zurich or compliance@elipsLife.com.

### Can you revoke your application for conclusion of a contract?

No. You have no right of revocation with regard to occupational personal insurance.

### When do you have to notify us of a claim?

If an event is likely to result in insurance benefits, it must be reported immediately. A doctor's certificate stating the degree and duration of any incapacity to work must be submitted together with the notification.

### Period of validity of insurance cover

The insurance cover begins as soon as the insured person takes up their activity for the policyholder and ends on the day on which the insured person ceases this activity.

For claims which arise during the interruption of cover (if despite receiving a reminder no payment has been made by the policy-holder by the end of the reminder period), insurance cover is suspended until the overdue premium has been paid in full. There is no entitlement to benefits even if the premium is paid retrospectively for claims which arise during the suspension of the obligation to provide benefits.

### Complaints

Your agent and elipsLife will ensure that your concerns are dealt with professionally. However, if you are still dissatisfied, you can address your complaint to the following office:

elipsLife
Compliance
Thurgauerstrasse 54
P.O. Box
8050 Zurich

If you are not satisfied with our answer, you can also complain to the relevant supervisory authority:

Financial Market Authority Liechtenstein
Landstrasse 109
P.O. Box 279
LI-9490 Vaduz

# Contents

Group accident insurance (GAI)
for persons not subject to the AIA/UVersG

General Policy Conditions (GPC)
for Switzerland and Liechtenstein

# 1. Basis of insurance

## 1.1. Insurance provider

The insurance provider is Elips Life Ltd, Vaduz in Liechtenstein, Swiss branch in Zurich, Thurgauerstrasse 54, 8050 Zurich (hereinafter referred to as “elipsLife”).

## 1.2. Basis of the contract

The insurance contract consists of the offer and/or insurance application including any health declarations, the insurance policy, the Special Policy Conditions (SPC) contained in the insurance policy and these General Policy Conditions (GPC). If an issue is not expressly dealt with in the insurance contract, the Federal Act on Insurance Policies (IPA) or the Liechtenstein Insurance Contract Act (ICA) for policyholders domiciled in Liechtenstein applies.

In the interests of readability, the Swiss Federal Act on Accident Insurance (AIA) and its associated ordinance (AIO) are mentioned in the text. Policyholders domiciled in Liechtenstein are subject to the corresponding Liechtenstein acts and ordinances (UVersG, UVersV). Insofar as reference is made in the policy conditions to certain articles from the AIA or the AIO, the corresponding provisions of the UVersG or UVersV apply to policyholders domiciled in Liechtenstein.

## 1.3. Object of the insurance

elipsLife insures the economic consequences of accidents and other bodily injuries within the scope of the agreed benefits in accordance with the insurance contract.

## 1.4. Insured risks

The insurance covers accidents (definition in accordance with Art. 4 GSSLA) and other bodily injury as listed in Art. 6, cl. 2 AIA (list diagnoses), provided these are not primarily attributable to wear and tear or illness. The aforementioned risks are insured if they occur or are caused during the term of this insurance. Occupational diseases are not insured.

### 1.4.1. Occupational accidents

Occupational accidents are accidents occurring during an activity for or on behalf of the policyholder. Work breaks on the policyholder’s business premises and accidents on the direct route to or from work are also covered.

### 1.4.2. Non-occupational accidents

All other accidents are considered to be non-occupational accidents. Non-occupational accidents are only insured if they are explicitly listed in the insurance contract.

## 1.5. Insured persons

The persons mentioned in the insurance contract who are domiciled in Switzerland or Liechtenstein and not subject to mandatory accident insurance (AIA/UVersG) in connection with their activity for the policyholder are insured.

Staff seconded to the policyholder by third-party undertakings and persons working for third-party undertakings who are paid by the policyholder or engage in official activities (e.g. craftspeople, suppliers, police, fire brigade, etc.) are not insured. The policyholder’s employees subject to the AIA/UVersG are also excluded.

## 1.6. Geographical validity

The insurance is valid worldwide.

## 1.7. Temporal scope

elipsLife provides the insured benefits during the term specified in the insurance policy, but not beyond the end of the insurance contract or after the insured benefits in accordance with this contract have been exhausted.

## 1.8. Male and female form

elipsLife is committed to the equality of men and women. In the interests of readability, the masculine and feminine genders are not used simultaneously.

# 2. Insurance benefits

## 2.1. Costs of treatment

If the costs of treatment are covered, elipsLife assumes the following recognised but not covered costs of an accident in accordance with accident insurance (AIA/UVersG) or health insurance (HIA) (Art. 2.1.1. to 2.1.8 GPC).

### 2.1.1. Medical treatment

elipsLife assumes the necessary expenses for medical treatment in Switzerland, Liechtenstein and abroad by a service provider in accordance with Art. 10 AIA as well as the costs of stays in the semi-private or private ward of hospitals and rehabilitation clinics in Switzerland or Liechtenstein and abroad.

For medical treatment abroad, the following applies: if the insured person is medically fit for transport, elipsLife decides whether the costs of medical treatment in Switzerland, Liechtenstein or abroad are to be borne.

### 2.1.2. Property damage

elipsLife covers the costs of damage caused by an accident to objects replacing a part of the body or a bodily function. For eyeglasses, contact lenses, hearing aids and dental prostheses, a claim for compensation exists only if there is a bodily injury requiring treatment. Expenses for the repair or replacement (replacement value) of the aforementioned items are taken into consideration.

### 2.1.3. Travel, transport and rescue costs

elipsLife assumes the costs for:

a) all rescue and recovery measures required as a result of the accident, whereby the costs incurred in a search for the insured person are limited to CHF 20 000,

b) all travel and transport operations necessary as a result of the accident, but only by air if they are unavoidable for medical or technical reasons.

Any travel costs saved as a result of accident-related transport or reimbursements resulting from unused rail, air and ship tickets must be offset against elipsLife's obligation to pay benefits.

### 2.1.4. Transport of corpses

elipsLife assumes the necessary costs up to a maximum of CHF 20 000 for the transport of the fatal accident victim to the place of burial (including the costs of any official border formalities). Anyone who proves that they have paid these costs will be reimbursed. If the transport of the corpse includes travel for a family member of the deceased, elipsLife assumes the travel costs for one person (rail first class, flight economy class).

### 2.1.5. Medical aids

elipsLife covers the expenses for the first-time purchase of prostheses, eyeglasses, hearing aids and orthopaedic aids. Repairs or replacements (replacement value) are also covered if such aids are damaged or destroyed in the event of an accident leading to insured medical treatment. The costs of mechanical forms of transport and the construction, alteration, letting and maintenance of properties are not reimbursed. The expenses for aids are generally assessed according to their effectiveness, appropriateness and economic efficiency (EAE).

### 2.1.6. Maintenance costs during a stay at a treatment facility

The deduction of maintenance costs during a stay at a treatment facility which is made by the AIA insurance from the daily allowance is covered by this insurance.

### 2.1.7. Level and duration of benefits

elipsLife assumes the costs of treatment for a period of five years from the day of the accident, with no limit to the amount.

If the present insurance contract expires and the treatment of an accident has not yet been completed, elipsLife will reimburse the costs of treatment for the accident concerned beyond the expiry of the contract, but for a maximum of five years from the date of the accident and if and insofar as the costs of treatment have not yet exceeded the amount of CHF 25 000.

#### 2.1.8. Third-party benefits

If the insured person is entitled to benefits from mandatory health or accident insurance or such benefits have been provided by a liable third party, elipsLife will supplement the benefits on a subsidiary basis up to the amount of the treatment costs incurred (indemnity insurance).

Deductibles and charges claimed by social insurance providers are not reimbursed.

### 2.2. Hospital daily allowance

If a daily hospital allowance is covered, elipsLife will pay the agreed daily hospital allowance for the duration of the medically prescribed hospital or rehabilitation stay in Switzerland or Liechtenstein up to a maximum of 730 days within five years from the date of the accident.

Benefits from other insurers and from liable third parties are not taken into account (fixed sum insurance).

### 2.3. Daily allowance

#### 2.3.1. Duration of benefit

If a daily allowance is covered, elipsLife will pay the daily allowance per accident for a maximum of 730 days within five years of the date of the accident, but not beyond the time of payment of any disability benefit due in accordance with the provisions on disability (see Art. 2.4 GPC).

The daily allowance in any case does not begin until the accident victim reaches the age of 16. There is no entitlement to daily allowances as of the early or normal retirement of the insured person. This provision also applies to ongoing claims.

Days with partial incapacity to work are counted as full days when calculating the duration of benefit. Entitlement to the daily allowance ceases on regaining full capacity to work, payment of a lump-sum disability benefit or on the death of the insured person.

#### 2.3.2. Entitlement and waiting period

The daily allowance begins on the first day of incapacity to work as determined by a doctor, but no earlier than three days before the initial medical treatment. No compensation is paid for the day of the accident itself and the agreed waiting period. The waiting period begins with the medical confirmation of incapacity to work, at the earliest, however, on the day following the accident. Days with partial incapacity to work are counted as full days when calculating the waiting period. The waiting period is counted towards the maximum duration of benefit of 730 days within five years. In the event of partial incapacity to work, the amount of the daily allowance depends on the degree of incapacity to work. The prerequisite for receiving a daily allowance is incapacity to work of at least 25 percent. Relapses and long-term consequences do not give rise to entitlement to benefits.

Benefits from other insurers and from liable third parties are not taken into account (fixed sum insurance).

### 2.4. Disability claim

Entitlement to disability benefits is reviewed at the earliest at the point in time when the continuation of medical treatment is no longer likely to lead to any significant improvement in the insured person's state of health. Should the accident result in a disability that according to medical theory is likely to be permanent, elipsLife will, to the extent that this is covered, pay the lump-sum disability benefit, which is determined by the degree of disability, the agreed sum insured and the benefit variant selected. Benefits from other insurers and from liable third parties are not taken into account (fixed sum insurance).

The disability based on medical theory is determined schematically by the consulting physician on the basis of the principles set out in Art. 2.4.1 GPC. Any disability or incapacity to work resulting from the event is not taken into account. The insured person alone is exclusively entitled to the lump-sum disability benefit (IV lump sum). Entitlement to an IV lump sum expires on the death of the insured person.

### 2.4.1. Calculation of the degree of disability based on medical theory

a) The Federal Ordinance on Accident Insurance (AIO, Annex 3; UVersV, Annex 4) and Suva fine grading tables 1-22 are used to determine the degree of disability. In the case of only partial loss or partial loss of function, a correspondingly lower degree of disability applies.

b) In the case of simultaneous loss or simultaneous loss of function of more than one part of the body, the degree of disability is normally calculated by adding up the percentages but may not exceed 100%.

c) If parts of the body, bodily functions or psychological and mental functions affected by the accident were already partially or totally lost or incapable of functioning prior to the accident due to illness, congenital disability or other accidents, the degree of disability is determined by deducting from it the degree of disability already existing as determined in accordance with the above principles. If the consequences of an accident are aggravated by such non-accident-related factors occurring at the same time, a proportionate reduction is made.

d) Any changes in the degree of disability occurring after the degree of disability has been determined, including relapses and long-term consequences, are not taken into account.

### 2.4.2. Calculation of the lump-sum disability benefit

The lump-sum disability benefit corresponds to the product of the degree of disability and the sum insured. If the contract provides for progression, the lump-sum disability benefit is calculated by multiplying the degree of disability given under variant A or B below with the sum insured.

Benefits as a percentage of the agreed sum insured for disability are thus paid as follows:

| Degree of disability | Variant A | Variant B |
|---|---|---|
| 25% | 25% | 25% |
| 26% | 27% | 28% |
| 27% | 29% | 31% |
| 28% | 31% | 34% |
| 29% | 33% | 37% |
| 30% | 35% | 40% |
| 31% | 37% | 43% |
| 32% | 39% | 46% |
| 33% | 41% | 49% |
| 34% | 43% | 52% |
| 35% | 45% | 53% |
| 36% | 47% | 58% |
| 37% | 49% | 61% |
| 38% | 51% | 64% |
| 39% | 53% | 67% |
| 40% | 55% | 70% |
| 41% | 57% | 73% |
| 42% | 59% | 76% |
| 43% | 61% | 79% |
| 44% | 63% | 82% |
| 45% | 65% | 85% |
| 46% | 67% | 88% |
| 47% | 69% | 91% |
| 48% | 71% | 94% |
| 49% | 73% | 97% |
| 50% | 75% | 100% |
| 51% | 78% | 105% |
| 52% | 81% | 110% |
| 53% | 84% | 115% |
| 54% | 87% | 120% |
| 55% | 90% | 125% |
| 56% | 93% | 130% |
| 57% | 96% | 135% |
| 58% | 99% | 140% |
| 59% | 102% | 145% |
| 60% | 105% | 150% |
| 61% | 108% | 155% |
| 62% | 111% | 160% |

| Degree of disability | Variant A | Variant B |
|---|---|---|
| 63% | 114% | 165% |
| 64% | 117% | 170% |
| 65% | 120% | 175% |
| 66% | 123% | 180% |
| 67% | 126% | 185% |
| 68% | 129% | 190% |
| 69% | 132% | 195% |
| 70% | 135% | 200% |
| 71% | 138% | 205% |
| 72% | 141% | 210% |
| 73% | 144% | 215% |
| 74% | 147% | 220% |
| 75% | 150% | 225% |
| 76% | 153% | 230% |
| 77% | 156% | 235% |
| 78% | 159% | 240% |
| 79% | 162% | 245% |
| 80% | 165% | 250% |
| 81% | 168% | 255% |
| 82% | 171% | 260% |
| 83% | 174% | 265% |
| 84% | 177% | 270% |
| 85% | 180% | 275% |
| 86% | 183% | 280% |
| 87% | 186% | 285% |
| 88% | 189% | 290% |
| 89% | 192% | 295% |
| 90% | 195% | 300% |
| 91% | 198% | 305% |
| 92% | 201% | 310% |
| 93% | 204% | 315% |
| 94% | 207% | 320% |
| 95% | 210% | 325% |
| 96% | 213% | 330% |
| 97% | 216% | 335% |
| 98% | 219% | 340% |
| 99% | 222% | 345% |
| 100% | 225% | 350% |

If no progression is agreed, the lump-sum disability benefit is the percentage share of the sum insured corresponding to the degree of disability.

### 2.5. Death

If the insured person dies as a result of an accident, elipsLife will, to the extent that this is covered, pay the sum insured in the event of death less any disability compensation already paid for the same accident. If the injured person is under 16 or over 65, the lump-sum death benefit may not exceed CHF 20 000.

The order of beneficiaries is as follows:

a) the surviving spouse or registered partner; in the absence of whom

b) an unmarried or non-registered and unrelated life partner (including same sex) who had cohabited with the deceased in a marriage-like relationship in the same household continuously in the last five years prior to the latter's death; in the absence of whom

c) the children; in the absence of whom

d) the natural person specified in the insured person's will as beneficiary of the lump sum; in the absence of whom

e) the parents; in the absence of whom

f) the siblings.

The presence of persons in a group of persons excludes the entitlements of all subsequent groups of persons. If there are multiple persons within a group of eligible beneficiaries, all persons are entitled to equal shares.

If there are no eligible beneficiaries, elipsLife will only reimburse the burial costs up to a maximum of ten percent of the insured sum in the event of death, up to a maximum of CHF 10 000. Eligible beneficiaries survivors of an insured person will receive the benefits even if they disclaim the inheritance. The benefits do not form part of the deceased person's estate.

Benefits from other insurers and from liable third parties are not taken into account (fixed sum insurance).

# 3. Calculation basis

### 3.1. Headcount system

The insurance is concluded according to a headcount system with fixed sums and premiums calculated on the basis of the number of insured persons. The number of insured persons is calculated on the basis of the number of insured persons per year or the number of working days for all persons per year (insurance days) divided by 250 working days.

# 4. Restrictions on the extent of coverage

## 4.1. Exclusions

Accidents and consequences of accidents are excluded from the insurance:

a) which are due to the insured person's own fault,

b) which already exist at the time of occurrence of an insured event. This also applies to incapacity to work.

c) which are primarily attributable to wear and tear or illness (also applies to bodily injuries pursuant to Art. 6, cl. 2 AIA). Occupational diseases are excluded in all events.

d) That are directly or indirectly related to acts of war or civil unrest. Civil unrest comprises any disturbances (regardless of the motive) with or without violence that disturb the usual public order (such as riots or demonstrations).

This restriction does not apply to events directly or indirectly connected with warlike events or civil unrest to which the insured person was exposed during their stay outside Switzerland or Liechtenstein and in which they were not actively involved. The following provision is reserved in the case of voluntary stays in a crisis area.

e) that occur in a region to which the insured person has travelled despite a warning from the Federal Department of Foreign Affairs (FDFA), or which the insured person has not left within 14 days of such a warning being issued (www.eda.admin.ch).

f) that occur as a result of earthquakes in Switzerland and Liechtenstein,

g) that occur as a result of exceptional risks. Such risks include:

- foreign military service,
- participation in acts of war, acts of terrorism and gang crime,
- the consequences of disturbances of all kinds, unless the insured person can prove that they were not involved on the side of the troublemakers, either actively or through incitement;
- participation in fights and brawls, unless the insured person was injured by the disputants, either as a non-participant or while providing assistance to a defenceless person;
- risks to which the insured person exposes themselves by acting as a major provocation to others.

h) that occur as a result of the intentional commission of or attempt to commit a crime or offence,

i) that occur as a result of the impact of ionising radiation and damage from nuclear energy, unless the radiation treatment was medically prescribed.

j) at the time of which the insured person has a blood alcohol concentration of 1.8‰ or more, unless there is clearly no causal link between the intoxication and the accident;

k) that occur as a result of risks (risks are actions through which the insured person exposes themselves to a particularly acute danger without taking or being able to take precautions that reduce such danger to a reasonable level),

l) that occur as a result of suicide, self-mutilation or attempts to commit such. However, cover is provided if the insured person was totally incapable of acting rationally at the time of the act through no fault of their own or if the suicide, attempted suicide or self-mutilation was the clear consequence of an insured accident,

m) that occur as a result of non-prescribed ingestion or injection of medicines, drugs, methadone and chemical products

n) in the case of air travel if the insured person intentionally contravenes official requirements or is not in possession of official ID and permits.

## 4.2. Reductions

### 4.2.1. Gross negligence

elipsLife waives the right to reduce the insured benefits of the group accident insurance if the accident is caused by gross negligence. The exclusions under Art. 4.1 GPC remain reserved.

### 4.2.2. Multiple insurance

If more than one insurance policy exists with licensed companies for the costs of treatment, such costs are reimbursed only once in total, in proportion to the benefits guaranteed by all the insurers concerned.

#### 4.2.3. Third-party benefits

If the costs of treatment are reimbursed or directly assumed by a liable third party or its insurer, mandatory accident or health insurance, disability insurance, military insurance or another insurance, the entitlement vis-à-vis elipsLife is reduced accordingly.

#### 4.2.4. Non-accident-related factors

The benefits for costs of treatment, daily hospital allowances and daily allowances are not reduced if the damage to health is only partly the result of an insured accident.

However, death and disability benefits are reduced if the damage to health was affected by non-accident factors. The reductions are made on the basis of a medical assessment.

#### 4.2.5. Infringement of obligations in the event of a claim

In the event of a culpable breach of obligations on the part of the insured person, the policyholder or the beneficiary, elipsLife is entitled to reduce the insurance benefit by the amount by which it would have decreased if the obligation had been fulfilled (see the provisions on claims and obligations in the event of a claim in accordance with Arts. 8.1 and 8.2 GPC).

### 4.3. Causation of death by a beneficiary

If a person entitled to death benefits has caused the death of the insured person intentionally or in a state of total or partial lack of capacity of judgement (whether self-inflicted or not) by committing a crime or offence, they shall not be entitled to the lump-sum death benefit. This will be paid to the other beneficiaries within the meaning of the death provision pursuant to Art. 2.5 GPC.

# 5. Beginning and end of insurance cover

### 5.1. Beginning of insurance cover

The insurance cover begins on the day on which the insured person takes up their activity for the policyholder but not before the beginning of insurance cover as set out in the insurance policy.

Damage to health resulting from accidents and the consequences of accidents already existing upon the inception of this group accident insurance and/or upon occurrence of the insured event is not covered.

### 5.2. End of insurance cover

The insurance cover ends on the day on which the insured person ceases their activity for the policyholder, at the latest when this insurance contract expires.

# 6. Beginning, duration and end of the insurance contract

### 6.1. Start of contract

The insurance starts on the date agreed in the insurance policy. It is possible to conclude a contract at any time, including during the calendar year.

### 6.2. Contract duration

The insurance contract is concluded for the period stated in the insurance policy. The minimum term of contract is one calendar year. Following expiry of the agreed term, the contract is tacitly extended for another year, unless terminated within the stipulated period.

### 6.3. Termination of contract

#### 6.3.1. Termination at expiry

The insurance contract may be terminated by both contracting parties in writing at the end of a calendar year, subject to a notice period of one month.

Termination is not possible until the expiry date stated in the insurance policy. If the insurance contract has been agreed for a longer term, it may be terminated at the end of the third or any subsequent insurance year.

#### 6.3.2. Expiry of insurance contract

The insurance contract expires with immediate effect:

a) upon cessation of the policyholder's business activities,

b) if the policyholder's registered office is transferred abroad

#### 6.3.3. Waiver of termination in the event of a claim

elipsLife expressly waives its statutory right to terminate the contract in the event of a claim.
It reserves the right to terminate the contract at expiry.

# 7. Premiums

### 7.1. Premium calculation according to headcount system

Premiums are calculated on the basis of the number of insured persons per year and the per capita premium stated in the insurance contract.

### 7.2. Advance premium

At the beginning of the insurance year the policyholder must first pay the advance premium provisionally set in the insurance policy. This corresponds as closely as possible to the presumed final premium. If the circumstances change significantly (e.g. if the insurance portfolio changes by more than 20%), the advance premium can be adjusted at the beginning of the next insurance year.

### 7.3. Premium invoice and right of inspection

Following the end of each insurance year or after termination of the contract, the premium invoice is prepared on the basis of the definitive number of persons. For this purpose, elipsLife sends the policyholder a form requesting provision of the relevant information for preparing the premium invoice. However, if the additional premium or premium reimbursement amounts to less than CHF 10, the contracting parties undertake to waive any supplementary payment or refund.

If the policyholder fails to return the declaration form for the premium invoice to elipsLife within 30 days of receipt of the latter, elipsLife shall be entitled to set the presumed final premium at its own discretion.

elipsLife has the right to verify the details of the policyholder by inspecting all relevant documents (payrolls, receipts, AHV/AVS statements). If the policyholder refuses to cooperate in determining the definitive premium, elipsLife may terminate the contract.

### 7.4. Premium payment and due date

Premiums are due in advance by the policyholder and are payable by the due date stated in the premium invoice. Any additional premium specified in the premium invoice must be paid within 30 days of elipsLife claiming the amount from the policyholder. elipsLife shall refund any premium reimbursement to the policyholder within the same period of time following calculation of the definitive premium amount.

### 7.5. Late payment

If the premium is not paid on time, elipsLife will issue a reminder in writing (or in another form that can be evidenced in the form of text) to pay the outstanding premiums plus a reminder fee of CHF 50 within 14 days (Switzerland) or four weeks (Liechtenstein). The reminder will draw the policyholder's attention to the consequences of non-fulfilment of the obligation to pay. If payment is not made by expiry of the reminder period despite a reminder being issued, the obligation to pay benefits will be suspended from the expiry of the reminder period until the outstanding premiums, including interest, have been paid in full.

There is no entitlement to benefits for claims which arise during the period of suspension of the obligation to pay benefits, even if the overdue premium is subsequently paid. If the outstanding premium is not legally collected within two months of expiry of the reminder period, the insurance contract will become void.

### 7.6. Premium adjustments

elipsLife is entitled to adjust the premium for the following calendar year based on individual claims experience or tariff changes. The policyholder shall be informed of any premium adjustments no later than 30 days prior to the end of a calendar year. The policyholder is entitled to terminate the insurance contract at the end of the current insurance year. Failure to terminate the contract is deemed to constitute approval of the premium adjustment.

# 8. Claims and obligations in the event of a claim

### 8.1. Obligations in the event of a claim

If an event is likely to lead to insurance benefits:

a) the insured person or the policyholder must notify elipsLife immediately using the form provided. The doctor's certificate stating the degree and duration of incapacity to work must be submitted to elipsLife together with the notification. If notification is delayed without sufficient justification, elipsLife will only grant benefits from the time of receipt of notification. If the degree of incapacity to work decreases, elipsLife must be notified immediately. If incapacity to work lasts for more than one month, the insured person must submit medical confirmation of the incapacity to work every four weeks. Cases of death must be notified within five days.

b) professional medical treatment must be sought as soon as possible. The doctor's instructions must be followed.

c) at the request of elipsLife, the insured person must undergo examinations by doctors appointed by elipsLife. The costs of this shall be borne by elipsLife.

d) the insured person is obliged to notify the relevant body of any pending entitlement to AIA, InvIA or LECA benefits.

e) elipsLife shall, upon request, grant cost coverage within the scope of the insured benefits upon admission of the insured person to a hospital or rehabilitation clinic. In this case, the request for cost coverage must be made prior to admission to the hospital or rehabilitation clinic.

### 8.2. Mitigation of damage

The insured person must do everything possible to contribute to reducing benefit costs. An insured person who is expected to remain fully or partially incapable of working in their original occupation is obliged to make use of their remaining capacity to work in another occupation or area of responsibility or to register with the ALV (unemployment insurance). elipsLife shall request the insured person, setting a reasonable time limit, to adjust their previous occupation or to change jobs or profession. The insured person must notify the IV (pension, retraining, occupational measures) of any prospective benefit entitlement. If they refuse to notify the IV at the request of elipsLife, the daily sickness benefits may be temporarily or permanently reduced or denied.

### 8.3. Duty to inform

The insured person or the policyholder shall provide elipsLife with all information necessary for the assessment of the obligation to pay benefits, the level of benefits or the duration of benefits in all cases in which benefits are claimed from elipsLife.

The insured person releases the attending doctors and other medical personnel from their duty of confidentiality vis-à-vis elipsLife. If release from the duty of confidentiality is not granted and this prevents the assessment of benefits, entitlement to benefits may be refused. elipsLife may, if necessary, obtain information from other insurance providers. The insured person and the policyholder undertake to provide elipsLife with information on all benefits provided by third parties in the event of illness, accident and disability without being asked to do so. Third-party invoices must be submitted to elipsLife upon request.

The policyholder must assert the duty to inform vis-à-vis the insured person. elipsLife may review the incapacity to work and the uncovered loss of earnings in each case and take appropriate control measures if necessary.

### 8.4. Due date and payment of insurance benefits

Claims arising from the insurance contract shall become due at the end of a period of four weeks from the date on which elipsLife receives information, documents and medical certificates enabling it to satisfy itself of the accuracy and extent of the claims. As a rule, the costs of treatment are paid to the service provider (doctors, hospitals, sanatoriums, etc.), but they can also be paid directly to the insured person. The entitled beneficiary is the insured person, with the exception of the lump-sum death benefit in accordance with the provisions governing death (see section 2.6). The provisions governing payment to the insured person and to the policyholder, as set out in Arts. 8.4.1 and 8.4.2 GPC, remain reserved.

The provisions governing payment to the insured person and to the policyholder are subject to the relevant tax laws.

#### 8.4.1. Payment to the insured person

If daily sickness benefits subject to withholding tax are paid directly to the insured person, they are reduced by the amount of the tax deduction owed at source.

#### 8.4.2. Payment to the policyholder

The policyholder may receive the full daily sickness benefits subject to withholding tax. The policyholder is liable for all damages incurred by elipsLife as a result of inadequate fulfilment of this obligation, in particular for the timely payment of withholding tax.

### 8.5. Right of recourse

If elipsLife pays costs of treatment or daily sickness benefits instead of a liable third party, the insured person shall cede their claims to elipsLife in the amount of the obligation to pay benefits.

# 9. Customer data and data protection

In order to assess the risk to be insured before conclusion of the insurance contract and to process the contractual relationship, in particular in the event of a claim, elipsLife requires personal data from the policyholder and the insured persons. The collection, processing and use of such data are generally governed by law. The consent of the insured persons to the collection and use of health data as well as corresponding declarations regarding the release from the duty of confidentiality are obtained from these insured persons in individual cases. elipsLife always complies with all data protection provisions of the Swiss and Liechtenstein Data Protection Act (FADP). The data pertaining to this contract are largely processed in Switzerland and Liechtenstein. However, data processing may also take place at other locations of Elips Life AG in the European Economic Area (EEA). The website of elipsLife (www.elipsLife.com) contains a list under “Downloads” of the elipsLife Group companies that take part in centralised data processing, as well as a list of contractors and service providers with whom long-term business relationships exist.

Examples of such external service providers to whom data is forwarded for processing include experts, auditors and medical service providers in the assistance sector. If the data subject can demonstrate that, due to their personal situation, their legitimate interest outweighs elipsLife’s interest in the forwarding of data, such person shall have a right to object. However, when exercising the right to object, it is generally not sufficient for the data subject to object to the forwarding of data without stating any reasons. The policyholder and the insured persons may request information about the data stored about them. In addition, the policyholder and the insured persons may request the correction of their data if the latter is inaccurate or incomplete. Claims for the deletion or blocking of such data may exist if their collection, processing or use proves to be inadmissible or no longer necessary. These rights may be exercised at the following address: elipsLife, Compliance, Thurgauerstrasse 54, 8050 Zurich or by sending an e-mail to compliance@elipsLife.com.

Insofar as the policyholder discloses to elipsLife personal data of third parties, in particular of insured persons, the policyholder is obliged to inform such persons accordingly. This applies regardless of whether elipsLife itself has a duty to inform or is obliged to obtain explicit authorisations and releases from the duty of confidentiality.

Personal data is used to the extent permitted by law to advertise elipsLife’s insurance products and, where applicable, products of other Group companies and their cooperation partners as well as for market and opinion research conducted by elipsLife. The data subjects may object to this use at any time informally. They may address objections at any time to the above address and to contact@elipsLife.com.

In addition, the data may also be collected, processed and used in accordance with the provisions of data protection law for other purposes that are not directly connected with the insurance contract. These may include, for example, the following:

- review and optimisation of procedures for electronic data processing;
- compilation of internal and legally permissible cross-company data;
- general tariff calculations, and
- assertion of legal claims and defence in the event of legal disputes.

The insurance contract may in some cases also involve the transmission of data to third parties. These may in particular be reinsurers (e.g. for larger sums insured some of the risks assumed under this contract are passed on to reinsurers, in which case it may be necessary to provide the reinsurer with appropriate risk details). If the policyholder is managed by an insurance intermediary under this insurance contract, we also provide the latter with the necessary data for this. In addition, it may be necessary to disclose certain details to other insurers – for example, in the context of an exchange of information with a previous insurer or co-insurer.

When reviewing an application or a claim, it may be necessary to address queries to other insurers or to answer similar queries from other insurers for the purpose of risk assessment or further clarification of the facts.

**In order to centralise individual areas within the elipsLife Group and enable the policyholder to receive comprehensive and effective advice from other companies within the elipsLife Group as listed in the first section of this Article, the latter also agrees by signing the insurance application that elipsLife may provide the companies concerned with the details required to establish contact and provide advice for them to process and make use of. The following information may be transmitted:**

- **Details of the policyholder (company name, address and similar data);**
- **Contract data (term of insurance, sum insured, insured risk, scope of benefits,**
- **risk locations and similar data).**

**In this context, the policyholder releases elipsLife and its employees from their duty of confidentiality by signing the insurance application. Specific health data of the insured persons is not transmitted by elipsLife in this connection.**

**Furthermore, by signing the insurance application, the policyholder consents to elipsLife obtaining information on its payment behaviour or creditworthiness prior to conclusion of the contract and, if necessary, in the course of the active business relationship for the purpose of contract management. This consent is voluntary and may be revoked at any time with effect for the future. Creditworthiness queries remain permissible at all times within the scope of the legal basis.**

# 10. Final provisions

### 10.1. Offsetting

elipsLife has the right to offset insurance benefits due against claims against the policyholder. The insured person and policyholder are not entitled to offset premiums against claims.

### 10.2. Assignment and pledging

Entitlements to the insured benefits may not be assigned or pledged without the express consent of elipsLife prior to their final determination.

### 10.3. Communications

All communications are to be sent to elipsLife, Thurgauerstrasse 54, P.O. Box, 8050 Zurich. All communications from elipsLife are legally valid if sent to the last address specified by the policyholder in Switzerland or Liechtenstein.

### 10.4. Place of jurisdiction

elipsLife recognises as the place of jurisdiction Zurich or the Swiss or Liechtenstein domicile of the policyholder or beneficiary.

### 10.5. Policyholder's duty to inform

The policyholder is obliged to inform the insured persons of the key content of the contract, its changes and termination.

### 10.6. Policyholder's reporting obligation

The policyholder is obliged to notify elipsLife immediately of any changes to its address, business activity or other contract-relevant factors.

### 10.7. Official language

The English version is only a translation of the original German. In the event of any discrepancies or unclear points relating to specific words or formulations, the German version shall be authoritative.

# 11. Glossary

## 11.1. Abbreviations used

| | |
|---|---|
| **AHV/AVS** | Federal old-age and survivors' insurance |
| **ALV** | Unemployment insurance |
| **GSSLA** | Federal Act on General Aspects of Social Security Law |
| **GPC** | General Policy Conditions |
| **SPC** | Special Policy Conditions |
| **FADP** | Federal Act on Data Protection |
| **LECA** | Loss of Earnings Compensation Act |
| **EEA** | European Economic Area |
| **IV** | Disability insurance |
| **InvIA** | Federal Act on Invalidity Insurance |
| **GAI** | **Group accident insurance** |
| **HIA** | Federal Act on Health Insurance |
| **LI** | Liechtenstein |
| **CO** | Swiss Code of Obligations |
| **UVersG** | Accident Insurance Act (Liechtenstein) |
| **UVersV** | Ordinance on Accident Insurance (Liechtenstein) |
| **AIA** | Federal Act on Accident Insurance |
| **AIO** | Ordinance on Accident Insurance |
| **ICA** | Insurance Contract Act (Liechtenstein) |
| **IPA** | Federal Act on Insurance Policies |