

# Guide LAA/UVG

## A Practical Guide to Accident Insurance

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## Legal bases

### 1. Legal bases

Accident insurance in Switzerland is based on:

- Federal Law of 20 March 1981 on Accident Insurance (LAA/UVG) and the relevant ordinances (OLAA/UVV; OPAS/KLV); and
- Federal law of 6 October 2000 on General Social Insurance Law (LPGA/ATSG) and the relevant ordinance (OPGA/ATSV).

## Insured persons

### 2. Persons subject to compulsory insurance coverage

All gainfully employed persons, including home-workers, trainees and apprentices, must be insured. Persons with a secondary occupation or function are also subject to compulsory insurance for that occupation if they pay AVS/AHV contributions on the corresponding salary.

### 3. Persons insured on a voluntary basis

Subject to special agreement, the following persons may contract voluntary insurance: self-employed persons and members of their family employed in the same business undertaking if they are not subject to compulsory insurance coverage.

## Scope of coverage

### 4. Insured accidents

The insurance covers occupational and non occupational accidents. Occupational illnesses are treated like occupational accidents. Employees who work full-time or at least 8 hours per week for a single employer are insured against occupational and non occupational accidents. Employees who never work 8 hours a week for any single employer are only insured against occupational accidents. Accidents which occur on the way to and from work:

- are considered non occupational accidents in the case of employees who work full-time or at least 8 hours per week for a single employer;
- are considered occupational accidents in the case of employees who work less than 8 hours per week for any single employer.

### 5. Start, end and suspension of coverage for employees

Coverage starts on the day the employee enters the employment relationship or is entitled to a salary, but in any event from the moment he sets off to work.

Coverage ceases at the end of the 31th day following termination of the employee's entitlement to at least half a salary.

Are equated with a salary: daily allowances under compulsory accident insurance, military insurance, federal disability insurance (AI/IV), federal loss of earnings allowances (APG/EO) and unemployment insurance, as well as any health insurance benefits or private health and accident insurance benefits which are paid in lieu of the salary which the employer is legally required to pay in case of incapacity for work.

For part-time employees who work less than 8 hours a week and are only insured for occupational accidents, coverage ceases on the last day of work.

Coverage is suspended while the insured is covered by military insurance or a compulsory foreign accident insurance.

## **6. Extended accident insurance**

Extended accident insurance prolongs the duration of coverage for non occupational accidents for an additional 6 month after the stated expiry date.

The premium costs CHF 40.–/month or fraction of a month. The agreement must be concluded before coverage expires.

## **Insurance benefits**

### **Health care benefits and reimbursement of costs**

#### **7. Medical treatment**

The following costs are reimbursed:

- a. outpatient treatment by a doctor or a dentist, or prescribed by a doctor or dentist, and treatment by paramedical staff, as well as by chiropractors;
- b. drugs and tests prescribed by a doctor or dentist;
- c. treatment, room and board in a public ward of a hospital;
- d. additional cures and thermal cures prescribed by a doctor;
- e. devices and equipment facilitating recovery.

#### **8. Medical treatment abroad**

Necessary medical treatment abroad is reimbursed up to an amount not exceeding twice the cost of the same treatment in Switzerland.

#### **9. Home care**

Insureds are entitled to medical care at home prescribed by a doctor, provided it is administered by a person or organisation authorised to do so.

Furthermore, upon request, the Insurer can contribute to medical care at home prescribed by a doctor and administered by an unauthorised person.

Upon request, the Insurer may also contribute to non-medical care at home.

#### **10. Medical aids and appliances**

Insureds are entitled to medical aids and appliances which are designed to compensate a physical injury or the loss of a limb (e.g. prostheses).

#### **11. Material damage**

Accidental damage to objects serving to replace a limb or physical function (e.g. damage to existing prostheses) is indemnified. Glasses, hearing aids and dentures are only reimbursed if the physical injury requires treatment.

#### **12. Travel, transport and rescue expenses**

Rescue expenses, travel and transport will be reimbursed if they are medically necessary. Travel, transport and rescue expenses abroad will be reimbursed up to an amount not exceeding 20% of the maximum insurable annual salary.

#### **13. Body transport costs**

As a rule, the cost of transporting the body of a deceased person to the place of burial is reimbursed. If the body has to be transported from Switzerland abroad, or vice versa, the cost will be reimbursed up to an amount not exceeding 20% of the maximum insurable annual salary.

#### **14. Funeral expenses**

Funeral expenses are reimbursed provided they do not exceed seven times the maximum insured daily income.

## Insured income

### 15. Maximum amount

Daily allowances and pensions are calculated based on the insured salary. The insured income is equal to the AVS/AHV reference salary up to maximum ceiling of CHF 148,200.-/year, or an amount of CHF 406.-/day.

Salaries which are not subject to AVS/AHV because of the insured's age, and family allowances which are allocated in the form of child, training or household allowances are included in the insured salary.

## Daily cash benefits

### 16. Eligibility and amount

If an insured is fully or partially unable to work as a result of an accident, he is entitled to a daily allowance. Daily allowances are paid from the 3rd day after the accident.

In case of total incapacity for work, the allowance equals 80% of the insured income. In case of partial incapacity for work, the daily allowance is reduced proportionately.

Daily allowances are not due as long as the insured is receiving an AI/IV daily allowance. The entitlement to a daily allowance ceases when the insured fully recovers, is awarded a pension or if he dies.

### 17. Deduction in case of hospitalisation

For the length of the insured's stay in hospital, a share of the maintenance costs will be deducted from the daily allowance as follows:

- a. 20% up to maximum CHF 20.- for persons who are alone and have no maintenance or support obligations;;
- b. 10% up to maximum CHF 10.- for married insured persons or single persons with maintenance or support obligations provided clause c. does not apply;
- c. no deduction for married insured persons or single persons who have dependent children who are minors, following an apprenticeship or still studying.

## Disability pension

### 18. Eligibility and amount

If an insured is disabled as a result of an accident, he is entitled to a disability pension. In case of total disability, the pension equals 80% of the insured income. In case of partial disability, the pension is reduced proportionately. Entitlement to a disability pension begins when continued medical treatment is no longer expected to produce any significant improvement in the insured's condition; it ceases at the death of the insured.

If the insured is entitled to a disability pension from the federal disability insurance (AI/IV) or from the federal retirement and survivors' insurance (AVS/AHV), a supplemental pension will be paid to him. The amount of the supplemental pension is equal to the difference between 90% of the insured income and the AVS/AHV or AI/IV pension but not more than the amount foreseen for total or partial disability.

### 19. Review

If there is a significant change in the pensioner's degree of disability, the pension will be reviewed, automatically or on demand, i.e. it will be adjusted upwards or downwards accordingly, or cancelled altogether.

# Indemnity for loss of integrity

## 20. Eligibility

If, as a result of an accident, the insured suffers a significant and lasting loss of physical or mental integrity, he will be entitled to fair compensation, in the form of a lump-sum, for the loss of integrity. The compensation shall not exceed the maximum annual insured income; payment shall be staggered depending on the seriousness of the loss.

# Invalidity allowance

## 21. Eligibility

If his disability is such that the insured requires permanent assistance or personal supervision in his daily activities, he will be entitled to an invalidity allowance. Depending on the seriousness of his condition, the invalidity allowance shall equal 2, 4 or 6 times his maximum daily insured salary.

# Survivor pensions

## 22. Eligibility

If the insured dies as a result of an accident, the surviving spouse and children, as defined by law, are entitled to survivors' pensions. The entitlement to a surviving spouse's pension ceases if the spouse remarries or dies. The entitlement to an orphan's pension ceases when the child turns 18, marries or dies. For children who are studying or in training, entitlement to a pension continues until they complete their studies or apprenticeship, but no later than their 25th birthday.

## 23. Pensions

Survivor pensions, as a percentage of insured income, are equal to:

- for the surviving spouse ..... 40 %
- for orphans having lost one parent ..... 15 %
- for orphans having lost both parents ..... 25 %
- in case benefits are paid to several survivors, maximum..... 70 % in aggregate

Survivors who are entitled to a pension from the federal disability insurance (AI/IV) or from the federal retirement and survivors' insurance (AVS/AHV) will be paid a supplemental pension. The amount of the supplemental pension is equal to the difference between 90% of the insured income and the AVS/AHV or AI/IV pension but not more than the amount based on the above scale.

# Cost-of-living adjustments

## 24. Increases in cost of living

As a rule, pensions are adjusted for increases in the cost of living based on the Swiss consumer price index.

## Decreases and refusal of benefits

### 25. Overlapping of several causes of damage

Disability pensions, personal injury indemnities and survivor pensions will be equitably reduced if the accident is only partially responsible for the impairment or death.

### 26. Accident caused by fault

If the insured deliberately caused the impairment or death, no benefits will be due other than for funeral expenses.

If the insured caused the accident through gross negligence, the daily allowances under the non occupational accident coverage will be reduced for the first two years following the accident.

If the insured caused the accident – occupational or non occupational – by committing an offence or a crime, cash benefits may be reduced or, in particularly serious cases, refused altogether.

### 27. Extraordinary dangers

Benefits will be refused for accidents occurring during military service abroad, or during participation in acts of war, terrorism or organised crime.

Cash benefits will be reduced by at least 50% for accidents which occur:

- a. while the insured was taking part in brawls and fights, unless he was injured as a bystander or in attempting to assist a helpless person;
- b. if the insured exposes himself to danger by seriously provoking a third party;
- c. if the insured participates in disturbances.

### 28. Hazardous activities

In the event of non occupational accidents caused by participation in hazardous activities, cash benefits will be reduced by 50% or, in particularly serious cases, refused altogether. Hazardous activities are activities where the insured exposes himself to extreme danger without it being possible for him to reduce risks to a reasonable level. Acts of rescue (for the rescue of persons) are covered, however, even if they constitute hazardous activities.

## Procedure in case of an accident

### 29. Accident declaration

The insured or his close relations must promptly notify the accident to the employer or the insurer.

The employer must notify the insurer immediately upon hearing that an insured was the victim of an accident.

### 30. Consequences of delayed notification

If the insured or his survivors are responsible for an inexcusable delay in notifying the insurer of the accident, the insurer may fully or partially reduce any benefits due for the period before the accident was notified; the insurer may also reduce all benefits by 50% or refuse benefits altogether if a wrong accident declaration was deliberately filed.

If the employer inexcusably fails to declare the accident, the insurer may hold him liable for the ensuing financial consequences.

### 31. Medical examination

The insured must submit to all medical examinations requested by the insurer, at the insurer's cost.

## Premiums

### 32. Obligation to pay premiums

The employer is liable for compulsory insurance coverage for occupational accidents and illnesses. The employee is liable for compulsory non occupational accident coverage, unless otherwise agreed. The employer is the debtor for the full premium and deducts the employee's share from his salary.

## Accident prevention

### 33. Legal provisions

The law contains provisions on the prevention of occupational accidents and illnesses.

### 34. Obligations of employers and employees

The employer is required to take all necessary action in agreement with his employees. Employees are required to use individual protection gear and to use protection devices and equipment properly.

## LAAC/UVGZ: Supplemental accident insurance

To supplement the basic compulsory accident insurance coverage, Groupe Mutuel offers a range of supplemental insurance covering:

- medical expenses not reimbursed by the LAA/UVG (alternative medicine, in-patient treatment in private ward, etc.);
- daily allowance covering 100% of insured income for the 1st and 2nd days;
- daily allowance covering 20% of insured income from the 3rd day;
- lump-sum capital in case of disability;
- lump-sum capital in case of death;
- the portion of salaries exceeding the LAA/UVG maximum insurable income;
- the LAA/UVG reduction in cases of gross negligence or hazardous activities.



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