New general terms and conditions of insurance (CGA) for 2023

Group accident insurance supplementing LAA/UVG coverage (LAAC/UVGZ)

Overview of the changes made to the general terms and conditions of insurance (CGA) – Edition: 01 March 2023

End of contract

CGA LAACGA05 – 01.08.2016	CGA LAACGA06 – 01.03.2023
Art. 6.3	**Art. 7.3**
The contract will end: a. if the company ceases its business activities or if the company goes into bankruptcy; [...]	The contract will end: b. if the insured company ceases its business activities; [...]

According to the new Art. 46a LCA/VVG, the contract no longer ends when the insured company goes bankrupt. The contract is terminated by the debt management office.

Unpaid leave

CGA LAACGA05 – 01.08.2016	CGA LAACGA06 – 01.03.2023
Art. 11	**Art. 13**
1. In case of unpaid leave, coverage shall continue for a maximum of six months, provided the insured person is covered by the LAA/UVG insurance (extended insurance) and his employment contract has not been terminated. The employer shall notify the Insurer in written form the departure of the insured person of the name and first name of the employee, his insured salary, as well as the beginning and end of the leave, failing to will make the insurance coverage expire. Retroactive notification will not be accepted. 2. The amount of salaries for the duration of the unpaid leave shall be notified in the salary declaration form at the end of every calendar year. The insured salary is the income the insured person would have received should he not have taken unpaid leave.	1. In case of unpaid leave, coverage shall continue for a maximum of seven months (including the extension of coverage pursuant to Art. 11 letter a of these general terms and conditions), provided the insured person is covered by the LAA/UVG insurance (including extended insurance) and his employment contract has not been terminated. 2. During the period of unpaid leave, no premium is payable.

Rewording of the article; removal of the obligation to notify and free coverage

Treatment expenses

CGA LAACGA05 – 01.08.2016

Art. 12

If treatment costs are insured, the Insurer will pay, for the relevant coverage and from the date of the accident, the difference between the benefits payable by the LAA/UVG insurer and the benefits listed below.
Treatment must be carried out by recognised practitioners within the meaning of the LAA/ UVG.

1. **Medical treatment**
   Treatment costs including drugs and tests.
   If the care provided in the residence country (European Union member) is covered by the LAA/UVG insurer in accordance with the legal and tariff provisions of the residence country, the excess fees (invoiced for outpatient treatments and by pharmacists who are not reimbursed by the social insurance of the residence country) are covered by the LAA/ UVG supplemental insurance.
2. **Hospitalisation**
   For the insurance class stated in the insurance policy, the cost of treatment, room and board in a Swiss hospital facility recognised by the Insurer, including the deduction made by the LAA/UVG insurer for room and board costs.

[...]

CGA LAACGA06 – 01.03.2023

Art. 14

A. Coverage
If treatment costs are insured, the insurer will pay, for the relevant coverage, the benefits listed below not covered by LAA/UVG insurance.
The insurer covers the costs of treatments that are effective, appropriate and economical.
Coverage begins on the day of the accident and for as long as healthcare benefits are paid on the basis of accident insurance under the LAA/UVG.
If the care provided in the residence country is covered by the LAA/UVG insurer in accordance with the legal and tariff positions of the residence country, the insurance compensation shall extend to the coverage of excess fees and foreign cost-sharing amounts (invoiced for outpatient treatments and by pharmacists who are not reimbursed by the social insurance of the residence country) pursuant to the agreement on the free movement of persons EU/ EFTA/UK or other international social security conventions and insofar as this is not prohibited by the law of the country in question.
This coverage falls within the scope of indemnity insurance.

1. **Medical treatment**
   Care and the costs of treatment carried out by recognised practitioners within the meaning of the LAA/UVG.
2. **Medication**
   The cost of necessary medicines prescribed or dispensed by a doctor, with the exception of pharmaceutical products for special application (LPPA/ LPPV).
3. **Hospitalisation**
   a. Coverage
   In accordance with the rates recognised by the insurer for the relevant coverage stipulated in the policy:
   - hotel services relating to accommodation and catering;
   - recognised diagnosis and therapeutic measures;
   - patient care in hospital;
   - doctors' fees;
   - fees of doctors who provide care in hospital on a self-employed basis (licensed doctors).

	b. Approved facilities Benefits provided by hospitals approved by the insurer are covered. Approved facilities have concluded a tariff agreement with the insurer for the corresponding wards. The insurer shall make available a list of recognised facilities. Before each treatment, the insured must find out whether the facilities where he will be treated are recognised by the insurer. **c. Non-approved facilities** The insurer reserves the right to refuse or restrict the benefits provided by a healthcare provider who does not have a tariff agreement with the insurer. **d. Deduction for room and board costs** The deduction made by the LAA/UVG insurer for room and board costs during a stay in a hospital is also covered. [...]
9. Search operations The Insurer shall pay in addition to the LAA/UVG insurance the necessary costs for search operations, up to CHF 30,000 per insured. [...]	**12. Search operations** The insurer shall pay in addition to the LAA/UVG insurance the necessary costs for search and rescue operations, up to CHF 100,000 per case. [...]

Various clarifications on the reimbursement of treatment costs, in particular for hospitalisation benefits. Increase in the contribution to search operations, from CHF 30,000 to CHF 100,000. Other benefits have been introduced, see end of document.

Compensation in the event of death

CGA LAACGA05 – 01.08.2016	CGA LAACGA06 – 01.03.2023
Art. 15.2 If provided for by the policy, coverage will extend to the following benefits: [...] 2. In the event of the insured person's death following an insured accident, the Insurer will pay a daily allowance benefit of up to 80% of the insured income based on the LAA/UVG salary according to the terms and conditions provided for in Article 338 CO.	**Art. 18** If provided for by the policy, in case of the death of the insured as a result of an insured accident, the insurer shall pay the salary that the policyholder is required to pay under Art. 338 CO. This benefit falls within the scope of indemnity insurance.

Creation of a specific article and coverage of 100% of the AVS/AHV salary (instead of 80% of the LAA/UVG salary).

Relapses and late consequences of previous accidents

CGA LAACGA05 – 01.08.2016	CGA LAACGA06 – 01.03.2023
Art. 15 If provided for by the policy, coverage will extend to the following benefits: 1. In case of a relapse and/or late consequences from a previous accident which were not or are no longer covered by the insurance, the Insurer will pay, in case of a recognised incapacity for work, a daily allowance benefit up to 80% of the insured income based on the LAA/UVG salary. The duration of benefits is limited, per case, to 180 days or more if provided for by the employer's statutory obligation within the meaning of Article 324(a) of the Swiss Code of Obligations (CO). The entitlement to a daily allowance arises on the third day following the day on which the incapacity for work was confirmed. Days of partial incapacity for work are counted as full days in calculating the duration of benefits. [...] 3. If daily allowance coverage is provided for in the policy, it will also be taken into account for the calculation of benefits within the limits of the maximum insured salary.	**Art. 19** In case of a relapse and/or late consequences from a previous accident which are not or are no longer covered by the insur¬ance under the LAA/UVG, the insurer shall pay the following benefits, provided they are mentioned in the policy: **1. Treatment costs (if provided for in the policy)** The insurer will pay the costs of treatment in accordance with the relevant coverage, in addition to the health insurer or other social insurers, within the limits stipulated in Art. 14 of these general terms and conditions and for as long as this coverage remains in force. **2. Daily allowance (if provided for in the policy)** In the event of recognised incapacity for work, the insurer shall pay a daily allowance of 80% of the insured earnings based on the LAA/UVG salary. The duration of benefits is limited to a maximum of 730 days per case. Art. 26, para. 1 of these general terms and conditions of insurance remains reserved. The entitlement to a daily allowance arises on the third day following the day on which the incapacity for work was confirmed. Days of partial incapacity for work are counted as full days in calculating the duration of benefits. The modalities of Art. 16 of these general terms and conditions shall also apply. If provided for by the policy, additional and/or excess daily allowance coverage will also be taken into account for the calculation of benefits within the limits of the maximum insured salary.

Coverage of daily allowances for 730 days instead of 180 days. Possibility of covering treatment costs, daily allowances or both.

Lump-sum capital in the event of death

CGA LAACGA05 – 01.08.2016	CGA LAACGA06 – 01.03.2023
Art. 17	**Art. 21**
1. Entitlement to benefits If the accident causes the death of the insured, the Insurer shall pay the agreed lump-sum death benefit, subject to Article 20(3) of these General Terms and Conditions, to the beneficiaries in the following order: a. Surviving spouse / registered partner The surviving spouse or the registered partner is entitled to the lump-sum death benefit. b. Children The deceased's children under 18 or, if they are still studying or in apprenticeship, under 25, are entitled to a lump-sum death benefit in equal shares. Children who were dependent on the deceased for their education and maintenance at the time of his death are equated with his own children provided he supported them durably and at no charge. Failing one of the deceased's children, his share shall be paid to his heirs. c. Common-law partner An unmarried or unregistered physical person who is a non-relative (also applies to same-sex partners) and who cohabited uninterruptedly with the deceased in a common-law marriage for the last five years before the death. d. Other survivors if they cohabited with the insured at the time of his death: – to his parents, in equal shares; – failing them, to his brothers and sisters, in equal shares; If a sibling is already dead, his share shall be paid to his heirs. – if the insured has none of the above survivors, the Insurer shall only pay the share of burial costs not covered by another insurer up to 10% of the capital death benefit but not more than CHF 10,000. [...]	**1. Entitlement to benefits** If the accident causes the death of the insured, the insurer shall pay the agreed lump-sum death benefit, subject to Art. 26, para. 3 of these general terms and conditions, to the beneficiaries in the following order: a. Surviving spouse or registered partner; b. Failing this, the deceased's children under 18 or, if they are still studying or in apprenticeship, under 25, are entitled to a lump-sum death benefit in equal shares. Children who were dependent on the deceased for their education and maintenance at the time of his death are equated with his own children provided he supported them durably and at no charge. c. Failing this, an unmarried or unregistered physical person who is a non-relative (also applies to same-sex partners) and who cohabited uninterruptedly with the deceased in a common-law marriage or registered partnership for the last five years before the death. d. Other survivors In the absence of survivors mentioned in letters a, b and c, the lump-sum amount is payable to: – the children of the insured person who do not meet the criteria of letter b; – failing this, the natural persons whom the insured person has designated as beneficiaries of this lump-sum by will or notarial act; – failing this, the father and mother of the insured person; – failing this, the brothers and sisters of the insured person. e. Absence of survivors – If the insured person has none of the above survivors, the insurer shall only pay the share of burial costs not covered by another insurer up to the lump-sum death benefit but not more than CHF 20,000. [...]

Removal of the notion of cohabitation for "the other survivors" and adjustment of the order of priority and beneficiaries.

Increase of the contribution to burial costs from CHF 10,000 to CHF 20,000.

Benefits for persons receiving an AHV/AVS retirement pension

CGA LAACGA05 – 01.08.2016	CGA LAACGA06 – 01.03.2023
Art. 20 The Insurer shall adjust benefits from the first day of the month after the month which the insured reaches AVS/AHV retirement age in, for cases ongoing at that time or for cases occurring afterwards as follows: **1. Daily allowance** The daily allowance is paid during a maximum of six months. [...]	**Art. 26** As soon as the AVS/AHV old-age pension is paid, the insurer will adjust the benefits as follows for cases that are ongoing at that time or that occur afterwards: **1. Daily allowance** The daily allowance is paid during a maximum of six months. [...]

Switch to the concept of AVS/AHV pension payment instead of AVS/AHV retirement age (making retirement more flexible)

Adjustment of the premium rate

CGA LAACGA05 – 01.08.2016	CGA LAACGA06 – 01.03.2023
Art. 26 The Insurer may adjust premium rates to allow for trends in costs and claims, or if there is a change in the classification of companies in tariff classes and levels pursuant to Article 92(5) LAA/UVG; adjustments shall be effective from the start of the following year. The Insurer shall inform the policyholder of the new contractual terms no later than 25 days before the expiry of the insurance year. The policyholder shall then be entitled to terminate the amended contract for the end of the current insurance year. To be valid, the notice of termination must be sent by registered letter received on or before 31 December. If the policyholder does not terminate the contract, the premium rate adjustments shall be deemed accepted.	**Art. 31** 1. The insurer may adjust premium rates to allow for trends in costs and claims, or if there is a change in the classification of companies in tariff classes and levels pursuant to Art. 92(5) LAA/UVG; adjustments shall be effective from the start of the following year. The insurer shall inform the policyholder of the new contractual terms no later than 25 days before the expiry of the insurance year. In the event of a premium rate increase, the policyholder may exercise his right of termination before the end of the calendar year (date of receipt by the insurer). 2. Premiums may be adjusted in the event of a change in circumstances (e.g. change in the company's activity, merger, spin-off or takeover) or in the event of restructuring, provided that variations in payroll amount to 10% or more. In the event of an increase in premium rates, the policyholder may exercise a right of termination within 30 days from the date of notification (date of receipt by the insurer).

Other new features

Art. 14.A.8 Childcare
The insured person is entitled to reimbursement of the costs of childcare for children up to the age of 12, provided that the care is provided by an organisation recognised by the insurer or an official institution with the same purpose.
Childcare is covered within the limitations below, insofar as it entails additional costs for the insured and as long as the insured can prove that he is at least 50% incapacitated, as certified by a doctor.
The limitation for childcare is CHF 150.00 per day, at a maximum of CHF 6,000 per case.

Art. 14.A.9 Material damage
The costs of cleaning, repairing or replacing the insured person's clothing damaged in an accident giving entitlement to compensation, as well as the costs of objects and vehicles belonging to persons who intervened to rescue and transport the insured person, up to a maximum amount of CHF 3,000 per accident.

Art. 14.B Healthcare providers
The insurer may make available lists of recognised or excluded healthcare providers.
These lists can be updated at any time and are available on the insurer's website or on request.
The lists valid at the time of treatment are decisive.
A modification on the list does not entitle the policyholder to a right of termination.

Art. 17 Medical aids and appliances at the workplace
If, following an insured accident, it is necessary to acquire adaptive equipment for the workplace, the insurer will cover the costs of an assessment by a specialist appointed by it, as well as the aids and appliances recommended by the specialist, provided that:
– LAA/UVG coverage exists with the insurer;
– the benefits in accordance with Art. 14 and 16 of these general terms and conditions of insurance (treatment costs and daily allowance) are insured.
A maximum of CHF 5,000 per case will be paid. An application for coverage must be submitted to the disability insurance (AI/IV). If the application is accepted, all or part of the insurer's benefits constitute an advance payment. In this case, the insurer is entitled to request reimbursement of the advance payment directly from the AI/IV. The repaid amount shall vest with the insurer.
This benefit falls within the scope of indemnity insurance.

Miscellaneous

Coverage of "Light" treatment expenses
The full range of benefits under Art. 14 of the general terms and conditions of insurance is now also available if the insured person chooses to retain coverage for hospitalisation in a general ward. In this case, the premium is very low.

Coverage of occupational accidents only
All of your coverage plans are now entirely flexible. For each of them, it is possible to opt for either full coverage (occupational and non-occupational accidents) or coverage for occupational accidents only

This document was drawn up for information purposes only. Only the most relevant changes have been included. This list is not exhaustive.
The general terms and conditions of insurance apply.

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