

Customer information

for supplementary accident insurance

Generali General Insurances Ltd, 1260 Nyon

Table of contents

Art.	Page
1. Contracting partners	2
2. Compulsory accident insurance	2
3. Insured persons	2
4. Insured risks	2
5. Insured benefits	3
6. Territorial validity	4
7. Insurance term	4
8. Premiums and premium rates	4
9. Arrears and reminder procedure	4
10. Claims	4
11. Right of transfer to individual insurance	4
12. Data protection	4
13. Notice to policyholders	4

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Your advantages Generali

Advertise your claims online via our website www.generali.ch or through the program Sunet.

Declare electronically your payroll directly from your salary accounting system certified swissdec.

This information sheet for customers aims to create transparency and inform clients of the identity of the company and the most essential features of the insurance product.

Details on the insurance cover and the contractual rights and obligations are contained in the insurance policy, the General Policy Conditions (GPC) and the special or supplementary policy conditions. Only these documents apply. The insurance contract is subject to Swiss law, in particular the Federal Law on Insurance Contracts (VVG).

The insurance advisors of Generali will be happy to answer any further questions you may have.

Customer information

1. Contracting partners

Your contracting partner is Generali General Insurances Ltd (hereinafter Generali) with its registered office at Avenue Perdtemps 23, 1260 Nyon 1. Generali is a stock corporation established under Swiss law.

Generali belongs to the Generali insurance group in Trieste/Italy and also offers life insurance products (Generali Insurances of Persons with its registered office at Soodmattensstrasse 10, 8134 Adliswil 1) and legal expenses insurance products (FORTUNA Rechtsschutz-Versicherung, Soodmattenstrasse 2, 8134 Adliswil).

2. Compulsory accident insurance

This information sheet describes a group accident insurance product that offers benefits that supplement the benefits payable under the compulsory accident insurance pursuant to the Federal Law on Accident Insurance (UVG).

All employees in Switzerland (including trainees, apprentices, teleworkers, etc.) are insured under their employer's compulsory accident insurance.

According to the law, all persons who are employed by someone else as defined in the Federal Law on Old Age and Survivors' Insurance (AHV) are deemed to be employees.

Employees who work more than eight hours per week for the same employer must be insured against occupational and non-occupational accidents as well as occupational illnesses; persons who work less than eight hours per week for the same employer are only insured against occupational accidents and occupational illnesses.

The benefits payable under the compulsory accident insurance are set out in the UVG and are identical for all insured; these benefits comprise:

2.1 Daily allowance

From the third day, 80% of the

insured salary subject to AHV contributions up to a maximum amount of CHF 148'200.-;

2.2 Disability pension

If an insured is partially or totally disabled, the disability pension amounts to a maximum of 80% of the insured salary up to a maximum of CHF 148'200.-;

2.3 Survivors' pensions

If the insured dies as the result of an accident, the surviving spouse and children are entitled to survivors' pensions; the surviving spouse is entitled to 40% of the salary of the insured person and every orphan is entitled to 15% (25% if both parents are dead), but all survivors together are entitled to a maximum of 70% of the insured's salary up to a maximum of CHF 148'200.-;

2.4 Required medical treatment

Hospitalisation in a multiple occupancy ward, treatment costs, nursing care at home, spa treatment, etc.;

2.5 Reimbursement of costs

Rescue costs, health aids (e.g. artificial limbs).

The employer can also take out additional insurance to supplement insured benefits of the compulsory accident insurance under the UVG.

Self-employed persons are not subject to the obligation to take out compulsory accident insurance, but may take out UVG insurance on a voluntary basis.

More information on the compulsory accident insurance pursuant to the UVG is available in the «Information sheet on the UVG Accident Insurance» annexed to the insurance policy.

Par. 3 to 12 exclusively concern the supplementary accident insurance.

3. Insured persons

The insurance covers all persons listed in the policy who are subject to compulsory accident insurance pursuant to the UVG.

It is possible to insure all employees

or only certain categories of employees, and to agree different insurance conditions for occupational accidents and non-occupational accidents.

4. Insured risks

The supplementary accident insurance covers the same risks as the compulsory accident insurance under the UVG, i.e. accidents and occupational illnesses and their consequences, such as relapses, death or disability. Insured who do not have cover for non-occupational accidents (pursuant to the explanation in par. 2 above) are only insured against occupational accidents under this supplementary insurance policy.

4.1 Accident

An accident is defined as the sudden, unintentionally harmful influence of an exceptional external force on the human body, resulting in the impairment of physical or mental health, or death.

Occupational accidents are accidents suffered by the insured while doing work on instruction or in the interests of the employer, including accidents that occur during staff outings, training courses agreed in the employment contract, and breaks. Accidents that occur while travelling between home and work are also deemed to be occupational accidents.

Non-occupational accidents are all accidents that do not qualify as occupational accidents and that occur during the employee's leisure time, on vacation, at home and during all private activities.

4.2 Occupational illnesses

Illness is defined as any impairment of physical or mental health which is not the result of an accident and which requires medical examination or treatment or prevents the employee from working.

An occupational illness is an illness that occurs while working and caused exclusively or predominantly by harmful substances or specific kinds of work. Other illnesses that can be proved to have been caused exclusively or predominantly by work activities

are also deemed to be occupational illnesses. Unless agreed otherwise, occupational illnesses are treated in the same manner as occupational accidents.

4.3 Disability

Disability is defined as permanent or temporary total or partial occupational disability.

4.4 Relapse

An illness or accident sequela that is related to earlier illnesses or accidents is referred to as a relapse.

5. Insured benefits

The following is a short overview of the various coverage options offered by Generali under the group accident insurance. The exact scope of the insurance cover is defined in the relevant policy.

The insured is generally entitled to benefits under the supplementary accident insurance from the same date and for the same period as under the compulsory accident insurance pursuant to the UVG.

5.1 Daily accident allowance

If the insured is unable to work due to an accident or an occupational illness, a daily allowance of 80% of the salary up to a maximum of CHF 148'200.- is paid under the UVG. The supplementary accident insurance pays an additional 10% or 20%, providing the insured with a daily allowance of 90% or 100% of the salary. The supplementary accident insurance can also cover 80%, 90% or 100% of the salary that exceeds the maximum salary of CHF 148'200.- that can be insured under the UVG, up to the maximum amount defined in the policy.

5.2 Death benefit paid as a lump sum or as a pension

If the insured dies as a result of an accident or an occupational illness, Generali pays the surviving dependants a lump sum or a pension. The lump sum (amount) or the pension (as a percentage of the AHV salary) is defined in the policy.

Pension in the event of death:

The compulsory UVG insurance pays a pension pursuant to par. 2 above. The supplementary pension applies

to that part of the salary that exceeds the amount of CHF 148'200.-. The surviving spouse (widow or widower) is entitled to a pension if, at the time of the death of his/her spouse, he/she has children who are entitled to a survivors' pension. The widow is also entitled to a pension if, at the time of the death of her husband, she has children who are no longer entitled to a pension or if she is 45 or older.

The pension payable in the event of death equals 40% of the insured's AHV salary for the surviving spouse and 15% for every orphan (25% if both parents are dead), but not more than 70% for all surviving dependants together.

Lump sum in the event of death:

No death lump sum is payable under the compulsory UVG insurance. The supplementary insurance can therefore make provision for the payment of a fixed amount or an amount that equals one or several annual salaries.

The payment of a lump sum in addition to a supplementary pension can be agreed in the policy.

5.3 Disability benefit paid as a lump sum or as a pension

If the insured is expected to be disabled for life, Generali pays the disability lump sum or disability pension agreed in the policy.

The lump sum (amount) or the pension (as a percentage of the salary) is defined in the policy.

Pension in the event of disability:

The compulsory UVG insurance pays a maximum pension equalling 80% of the AHV salary up to a maximum of CHF 148'200.-. The maximum amount is paid for total disability; in the case of partial disability, the pension is reduced in accordance with the level of disability. The supplementary pension applies to that part of the salary that exceeds the amount of CHF 148'200.-, at the same ratio as for the salary that is covered by the compulsory insurance. The level of disability is determined in accordance with the rules set out in the General Policy Conditions (GPC).

If the insured is at the same time entitled to an AHV or IV pension, the accident pension is reduced to ensure

that the total pensions do not exceed 90% of the insured salary.

Lump sum in the event of disability: No disability lump sum is payable under the compulsory UVG insurance. The supplementary insurance can therefore make provision for the payment of a fixed amount or an amount that equals one or several annual salaries. As with the pensions, the total lump sum is paid out for total disability, and for partial disability the total amount is reduced in accordance with the level of disability.

The payment of a lump sum in addition to a pension can be agreed in the policy.

5.4 Costs for medical treatment

The supplementary insurance pays the costs for medical treatment and cost reimbursements related to an accident or occupational illness that exceed the statutory benefits under the UVG. All in all, the insurance cover equals the cover provided under a hospital insurance policy that covers treatment in a private ward (single room, free choice of doctor, etc.).

5.5 Daily hospital allowance

The supplementary accident insurance pays the insured a daily hospital allowance for the entire time spent in hospital. Under certain conditions this daily allowance is also paid for the period during which the insured receives recuperation treatment or is nursed at home.

5.6 «Gross negligence» cover

Under the UVG the daily allowance can be reduced or refused if the insured consciously exposed him/herself to a special risk. The supplementary insurance can cover the benefits that would be reduced by the UVG insurance.

6. Territorial validity

Insurance cover applies worldwide for as long as the insured is subject to the compulsory UVG insurance.

7. Insurance term

The insurance enters into force on the date given in the policy; after one year the contract is tacitly renewed for another year if it is not terminated by

Generali or the policyholder at least three months before expiry.

After a claim for which benefits are due has been notified, the insurance contract can be terminated within the following deadlines:

- for Generali: at the latest when the compensation is paid out;
- for the policyholder: within 14 days of receiving notice of the payment.

If the contract is terminated after a claim, insurance cover ends 14 days from receiving notice of the termination.

8. Premiums and premium rates

The premiums depend on the insured risks and the scope of cover that was selected as well as the amount of the insured salaries. Generali sends the policyholder a «Salary declaration» form at the end of every year which must be completed and returned. The final premium statement is based on this form and takes changes in the salaries paid by the employer into account.

Generali may amend the contract with effect from the next insurance year. To this end it must notify the policyholder of the new premium at least 25 days before the end of the insurance year. The policyholder then has the right to terminate the contract at the end of the current insurance year. In order to be valid, the notice of termination must be received by Generali no later than the last day of the insurance year.

The premium for every insurance year is due on the date given in the policy. Premiums can also be paid in instalments with a surcharge.

9. Arrears and reminder procedure

If the premium is in arrears, a payment reminder is sent to the policyholder. Generali requests the policyholder to pay the outstanding premium within 14 days of receipt of the reminder. After this period, insurance cover for all insured (staff and self-employed individuals) is suspended.

Insurance cover is reactivated when the premium, including interest on arrears and the late payment fee, is received.

10. Claims

If a claim arises, the policyholder or insured must inform Generali without delay and must help Generali to investigate the claim by providing it with all information and documents that are requested.

If these obligations are violated or the policyholder and insured do not act in good faith, Generali is released from its obligations unless they can prove that they are not personally responsible for their lack of cooperation and that this did not have any impact on the claim.

Fraudulent actions result in the refusal of benefits and may lead to the institution of criminal proceedings.

11. Right of transfer to individual insurance

If the employment contract with the policyholder ends or the policy is terminated, the insured may apply for the continuation of supplementary accident insurance cover under an individual contract.

12. Data protection

Generali might need to process your personal data when carrying out its insurance activities (risk assessment, claims processing, statistics, marketing). This includes in particular the data contained in the contracts, applications for insurance cover, claims notifications, medical reports or official documents. This information is kept in files or stored on electronic data carriers.

Generali might need to transfer data pertaining to you to third parties such as co-insurers, reinsurers, other Generali Group companies, medical officers or persons who prepare expert opinions. Generali also reserves the right to obtain information from third parties, in particular with regard to your claims history with previous insurers.

The application for insurance cover contains a clause under which you authorise Generali to process the personal data required to assess and implement the contract. Generali guarantees the confidential treatment of such data.

13. Notice to policyholders

The policyholder alone is responsible for the selection of benefits pursuant to the collective employment contracts or other contracts applying to its industry.

The employer is obliged to inform all its insured employees of their rights and obligations under the supplementary accident insurance policy.