

ACCIDENTA Accident Insurance for Death and Disability

General Insurance Terms and Conditions

Customer Information in Accordance with the Swiss Federal Law on Insurance Contracts (VVG/LCA)

Customer information

The customer information below provides an overview of the identity of the insurance provider and the essential content of the insurance contract in accordance with Art. 3 of the VVG/LCA. The rights and duties of the contracting parties arise from the insurance proposal/insurance policy, the General Insurance Terms and Conditions, and the applicable laws, in particular the VVG/LCA.

Who is the insurance provider?

Your insurance provider is SOLIDA Versicherungen AG, hereinafter referred to as SOLIDA, whose registered office is located at Saumackerstrasse 35, 8048 Zürich.

SOLIDA is a corporation according to Swiss law. It is a partner company of CONCORDIA Insurances Ltd, hereinafter referred to as CONCORDIA. SOLIDA has entered into a collective insurance contract with CONCORDIA concerning the provision of ACCIDENTA Accident Insurance for Death and Disability.

Which risks are insured and what is the scope of the insurance protection?

ACCIDENTA Accident Insurance offers insurance protection in the event of death and disability caused by an accident. It is a pure risk insurance without a savings component. The persons insured are the persons listed in the policy. The insurance provider furnishes the insured benefits in accordance with the policy:

- In case of death

the insured capital sum upon death. The specific insured capital sum upon death arises from the insurance proposal and policy.

- In case of permanent disability

the insured capital sum upon disability provided that a disability that is probably permanent according to medical theory occurs within five years of the accident. The capital sum upon disability is determined by the degree of disability, the stipulated insurance sum and the chosen benefits variant. The principles that are applied when establishing the degree of disability are stipulated in the General Insurance Terms and Conditions and are based on an abstract calculation method according to the table of losses. The stipulated insurance sum and the chosen benefits variant (225% or 350% progression) arise from the insurance proposal and policy.

If the insured person has reached his 65th birthday at the time of the accident, the insurance benefit for permanent disability is paid out in the form of a lifelong pension.

There are limitations to benefits in the case of airplane accidents, in old age (maximum insurance sums, discontinuation of progression) and for children and young persons.

The specific insured risks and the scope of the insurance protection arise from the insurance proposal and policy as well as from the General Insurance Terms and Conditions.

No insurance cover exists for, amongst others, accidents:

- resulting from war, civil war, and/or war-like circumstances;
- resulting from earthquakes in Switzerland or in the Principality of Liechtenstein;
- resulting from extraordinary dangers and risks;
- resulting from the insured person wilfully committing crimes or offences or attempting to do so;
- where the insured person exhibits a blood alcohol level of 2 per mille or more;
- resulting from reckless ventures;
- resulting from suicide or harm to himself that the insured person has caused deliberately or in a state where he was completely or partially unable to judge;
- resulting from deliberately taking medicines, drugs or chemical products;
- resulting from medical or surgical interventions which were not made necessary due to an insured accident.

The exact definition of the aforementioned listed exclusions as well as further limitations on the scope of cover arises from the General Insurance Terms and Conditions.

How much is the premium and when shall it be paid?

The amount of the premium depends on the age and desired cover. If the premium tariffs are adjusted during the term of insurance, the policy holder has the right to cancel the insurance.

The duty to pay premiums begins with the start of the contract. According to the provisions in the insurance proposal, the premiums are due on 1 January of each year or, if paying by instalments, on the first of each stipulated month.

Which other duties does the insured person have?

- Duty to Notify:

CONCORDIA must be immediately notified of each insurance case where there is likely to be entitlement to insurance benefits.

- Duty to Cooperate:

The policy holder or the persons entitled to benefits must do everything possible which may serve for the clarification of the accident and the consequences thereof; in particular, they must release the doctors from the professional duty of confidentiality.

Further duties arise from the General Insurance Terms and Conditions and the VVG/LCA.

When does the contract begin?

The contract begins on the date indicated in the policy.

How long does the contract last?

Upon expiry of the minimum contract duration of one year, the contract is tacitly extended for one year at a time provided that it is not cancelled by the policy holder in due time.

When does the contract end?

The contract ends:

- upon cancellation;
 - After a minimum contract duration of one year, the contracting parties may cancel the contract effective at the end of an insurance year, subject to a three-month period of notice. The policy holder must send the corresponding notification by registered mail to CONCORDIA.
 - Furthermore, the policy holder may cancel the contract if premiums are adjusted. In this case, the notice of cancellation must reach CONCORDIA on the last day of the insurance year.
 - In addition, the policy holder may cancel the contract after each accident for which a benefit must be provided, but no later than 14 days after being informed of the payout.
 - The insurance provider may also cancel the contract if important facts concerning risks have been concealed or falsely communicated (breach of the duty to disclose).
- upon death of the insured person;
- upon dissolution of the collective insurance contract between SOLIDA and CONCORDIA.

In addition, the insurance provider may withdraw from the contract:

- if the policy holder is in arrears with the payment of the premium, has been sent a reminder and CONCORDIA gives up demanding payment of the premium;
- in the case of insurance fraud.

Further possibilities upon which the contract is terminated arise from the General Insurance Terms and Conditions as well as from the VVG/LCA.

How does SOLIDA process data?

SOLIDA and, on its behalf, CONCORDIA process data derived from the contractual documents or the execution of the contract and uses this data in particular to determine premiums, clarify risks, process insurance cases and for statistical evaluation and marketing purposes. This data is stored physically as well as electronically. SOLIDA may, to the extent that is required, transfers data for processing to the third party involved in the execution of the contract, in particular to CONCORDIA. It may also forward data to co-insurers and reinsurers accordingly. Furthermore, CONCORDIA and SOLIDA may request relevant information, in particular concerning the claims history, from authorities and other third parties. This applies regardless of whether the contract materialises. The insured person has the right to request from SOLIDA and CONCORDIA the information provided for by law concerning the processing of personal data.

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ACCIDENTA Accident Insurance for Death and Disability

General Insurance Terms and Conditions

In collaboration with SOLIDA Versicherungen AG

	Article	
I. Scope of Insurance Protection		I. Scope of Insurance Protection
Object of Insurance	1	1 Object of Insurance
Basis of the Contract	2	The insurance provider, and therefore the risk carrier, is SOLIDA Versicherungen AG, Zurich. It insures the financial consequences of accidents suffered by the insured person during the contract duration. CONCORDIA Insurances Ltd, hereinafter referred to as CONCORDIA, has entered into a collective insurance contract with SOLIDA with regard to the provision of accident insurance for death and disability and offers this under the insurance ACCIDENTA. CONCORDIA itself assumes no liability for any entitlements arising from ACCIDENTA.
Geographical Area of Validity	3	
Insured Persons	4	
II. Definitions		2 Basis of the Contract
Policy Holder and Insured Person	5	The basis of the contract is formed by all the written statements that the policy holder, the insured person and their representatives provide in the proposal and in additional documents. The rights and duties of the contracting parties are stipulated in the policy, in any addenda that may apply and in the General Insurance Terms and Conditions. On a case by case basis, any contrary agreements between CONCORDIA and the insured person which may exist remain reserved. Furthermore, the parties abide by the VVG/LCA of 2 April 1908.
Accident	6	3 Geographical Area of Validity
III. Insurance Benefits		The insurance is valid worldwide; however, outside of Switzerland and the Principality of Liechtenstein, the insurance is valid only during trips and stays of up to 12 months. It expires at the end of the insurance year during which the insured person transfers his place of residence abroad.
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6 Accident

An accident is considered to be the sudden, involuntary damaging effect of an unusual external factor on the human body.

The following physical injuries are equivalent to accidents, even without the unusual external influence: fractures (provided that they clearly cannot be traced back to an illness), dislocations of joints, torn menisci, torn muscles, strained muscles, torn tendons, ligament injuries and eardrum injuries.

The following are also considered accidents:

- damage to health caused by passively breathing in gases or fumes and by inadvertently ingesting poisonous or corrosive substances;
- drowning;
- the following damage to health provided that it is involuntarily suffered by the insured person and has been caused by an insured accident event: frostbites, heatstroke, sunstroke and damage to health caused by ultraviolet rays, excluding sunburn.

Not considered to be accidents are illnesses of all kinds nor, in particular, infectious diseases, the effects of ionising radiation, injuries from curative measures and examinations that are not necessitated by an insured accident and operations on the insured person's own body.

III. Insurance Benefits

7 Death

If the insured person dies within the space of five years from the consequences of an accident, SOLIDA pays the sum insured in case of death, deducting any disability compensation that has possibly already been provided for the same accident.

7.1 Beneficiaries

In amendment of the following regulations, the insured person may notify CONCORDIA in writing of the desire to designate beneficiaries or to exclude entitled persons. Such a declaration may be revoked or modified at any time by notifying CONCORDIA in writing. According to the provisions of inheritance law, if there is no particular designation, beneficiaries are designated exclusively and one after the other in the following order:

- the spouse;
- the children, stepchildren or adoptive children;
- the parents;
- the grandparents;
- the siblings and children of the siblings in accordance with the provisions of inheritance law.

If there are no persons or no longer any persons entitled to benefits, SOLIDA only reimburses the funeral expenses up to the maximum amount of 10% of the insurance sum in case of death, but no more than CHF 10,000.

7.2 Double Insurance Sum in Case of Death

If the insured person is married and the same accident event leads to the death of both spouses, SOLIDA once again pays, in equal measure, the insured capital sum upon death to the surviving children, stepchildren or adoptive children who are minors or incapable in the long term of undertaking gainful activity and who require support.

8 Disability Case

If a medical-theoretical disability that is probably permanent occurs within the space of five years as a result of an accident, SOLIDA pays the capital sum upon disability, which is determined according to the degree of disability, the stipulated insurance sum and the chosen benefits variant. An incapacity to work or to undertake gainful activity possibly resulting from the event is not taken into consideration. The insured person exclusively is entitled to the capital sum upon disability.

8.1 Establishing the Degree of Disability

The following principles are binding when calculating the degree of disability:

- a) Total disability is regarded as being the loss of or the complete loss of use of both arms or hands or both legs or feet, the simultaneous loss of a hand and a foot, total paralysis or complete blindness. In case of partial disability, the portion of the insurance sum intended for total disability that corresponds to the degree of disability is provided. The assessment is carried out on the basis of the following percentage rates:

upper arm	70%
forearm	65%
hand	60%
thumb with metacarpus	25%
thumb, metacarpus intact	22%
distal phalanx of the thumb	10%
index finger	15%
middle finger	10%
ring finger	9%
little finger	7%
one leg at thigh	60%
one leg at knee joint or lower leg	50%
one foot	45%
one big toe	8%
other toes each	3%
vision in one eye	30%
vision in one eye if the vision in the other eye had already been completely lost at the time of the accident	50%
hearing in both ears	60%

hearing in one ear	15%
hearing in one ear if the hearing in the other ear had already been completely lost at the time of the accident	30%
sense of smell	10%
sense of taste	10%
kidney	20%
spleen	5%
very severe and painful functional impairment of the spine	50%

- b) In the event of a permanent, severe disfigurement of the human body (aesthetic damage such as scars) as the result of an accident, for which no capital sum upon disability is owed but which nevertheless results in an impediment to the social position of the insured person, SOLIDA reimburses:
- 10% of the insurance sum (without progression) stipulated in the insurance policy for disability in case of disfigurement of the face and/or
 - 5% in case of disfigurement of other normally visible body parts.

The benefit for aesthetic damage is limited to CHF 20,000.

- c) In the event of only partial loss or only partial loss of use, a correspondingly lesser degree of disability applies.
- d) The complete loss of use of limbs or organs is equivalent to loss.
- e) As for cases not listed above, the degree of disability is determined on the basis of medical diagnosis by analogy with the percentage rates above.
- f) In the event of simultaneous loss or simultaneous loss of use of several body parts, the degree of disability, which may only amount to a maximum of 100%, is usually established by adding up the percentage rates.
- g) An aggravation of the consequences of the accident by virtue of pre-existing bodily defects does not constitute an entitlement to a higher compensation than if the accident had affected a physically sound person. In case of previous total or partial loss or loss of use of body parts before the accident, the existing degree of disability, determined according to the above principles, is subtracted when establishing the degree of disability.
- h) The degree of disability is not determined until the insured person's condition is recognised as probably being permanent, but five years after the accident at the latest.

8.2 Establishing the Capital Sum upon Disability

The capital sum upon disability is established as follows, according to the chosen benefits variant:

	With progression 225 %	With progression 350 %
for the part of the degree of disability not exceeding 25%	on the basis of the single insurance sum	on the basis of the single insurance sum
for the part of the degree of disability between 25% and 50%	on the basis of the double insurance sum	on the basis of the triple insurance sum
for the part of the degree of disability exceeding 50%	on the basis of the triple insurance sum	on the basis of the quintuple insurance sum

The benefit as a percentage of the insurance sum stipulated for disability is therefore provided as follows:

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

8.3 Payout in Form of Pension

If the insured person has reached the age of 65 at the time of the accident, the insurance benefit for permanent disability in the sense of the provisions above is paid out in the form of a lifelong pension. The pension is definitively fixed and is payable in advance on a quarterly basis. For every CHF 1,000 of the capital sum upon disability, it amounts per year to:

Age	Annual pension
66	CHF 86
67	CHF 89
68	CHF 93
69	CHF 96
70	CHF 100
above	CHF 125

The person entitled to benefits is exclusively the insured person.

9 Limitations on Benefits

9.1 Benefits in the Case of Aviation Accidents

For accidents suffered by the insured person during flights, insofar as they cover the risk of flying without a special premium, the insured SOLIDA benefits from all accident insurances taken out with SOLIDA for the insured person's benefit in case of death and disability are limited to CHF 500,000 in case of death and CHF 1,000,000 in case of disability with a degree of 100%, with corresponding downgrading for lesser degrees of disability.

9.2 Maximum Insurance Sums in Old Age

For insured persons who have reached the age of 65, the following maximum insurance sums apply:

Death	CHF 20,000
Disability without progression	CHF 100,000

Existing insurances are correspondingly reduced after this age limit is reached.

IV. Limitations on Scope of Cover

10 Exclusions

Excluded from the insurance are accidents

- resulting from war, civil war and/or war-like situations
 - in Switzerland, the Principality of Liechtenstein and/or bordering states;
 - abroad, unless the accident occurs within a period of 14 days of the initial occurrence of such events in the country in which the insured person is staying and he has been caught unaware by the outbreak of warlike events there;

- resulting from earthquakes in Switzerland or in the Principality of Liechtenstein;
- resulting from extraordinary dangers and risks. As such are considered to be:
 - military service abroad;
 - participation in acts of war, acts of terrorism, committing crime;
 - the consequences of disturbances of all kinds unless the insured person can prove that he was not involved on the side of the troublemakers, either actively or through incitement;
- resulting from the insured person wilfully committing crimes or offences or attempting to do so;
- resulting from the effects of ionising radiation and injuries caused by nuclear energy;
- where the insured person exhibits a blood alcohol level of 2 per mille or more unless there is evidently no causal relationship between the intoxication and the accident;
- resulting from reckless ventures (reckless ventures are deemed to be acts where the insured person exposes himself to a particularly great danger without taking or being able to take the necessary precautions that limit the risk to a reasonable degree);
- resulting from suicide or harm to himself that the insured person has caused deliberately or in a state where he was completely or partially unable to judge;
- resulting from deliberately taking or injecting medicines, drugs or chemical products;
- resulting from medical or surgical interventions which an insured accident did not make necessary;
- that occur during the operation of aircraft as a military pilot, another military crew member or paratrooper;
- that occur during military parachute jumps;
- that occur during flights during which the insured person wilfully contravenes the instructions of those in authority or does not possess the official identification documents or authorisations.

11 Reductions

11.1 Gross Negligence

The insurance benefits are reduced when the insured person or another person entitled to benefits has caused the accident by gross negligence. The reduction is made in proportion to the degree of fault.

11.2 External Accident Factors

If external factors influence the course of an insured accident, SOLIDA only provides a part of the stipulated benefits, fixed on the basis of a medical assessment.

11.3 Breach of Obligations in Case of Damage

In the event of a culpable breach of obligations that are incumbent on the policy holder or the person entitled to benefits, SOLIDA is authorised to reduce

the compensation by the amount by which it would have been reduced if the breach had been reported in a timely manner (see Arts. 19 and 20).

12 Death Caused by a Person Entitled to Benefits

If a person entitled to draw the capital sum upon death has intentionally caused the death of the insured person by committing a crime or offence, he is not entitled to the sum upon death. This sum is paid to the other beneficiaries in accordance with Art. 7.1.

V. Start and End of Contract

13 Start of Contract

Insurance protection begins on the date stipulated in the policy or in the written confirmation of acceptance of the proposal from CONCORDIA. The applicant remains bound to the proposal for 14 days. The period begins upon giving or sending the proposal to CONCORDIA.

14 Contract Duration

The duration stipulated in the policy applies to the insured person. The minimum contract duration is one year. Upon expiry of the stipulated duration, the contract is tacitly extended for one year at a time provided that it is not cancelled by the policy holder in due time (see Art. 15.1).

15 Revoking the Contract

15.1 Cancellation on Expiry

Upon expiry of the stipulated duration of insurance and afterwards at the end of each following insurance year, the contract may be cancelled by both parties in writing three months before expiry. The notice of cancellation is considered to have been given on time if it has reached CONCORDIA no later than the last day prior to the start of the three-month period.

15.2 Cancellation in Case of Accident

The policy holder may cancel the contract in writing after each accident for which a benefit must be provided, but no later than 14 days after being informed of the payout. The contract expires when the notice of cancellation reaches CONCORDIA.

15.3 Cancellation in Case of Premium Adjustment

When premiums are adjusted to new tariffs, the policy holder has the right to cancel the contract, either in its entirety or only with respect to the type of benefits for which premiums have been increased, with effect at the end of the current insurance year. If the policy holder exercises this right, the contract expires to the extent determined by him at the end of the current insurance year. In order to be valid, the notice of cancellation must reach CONCORDIA no later than the last day of the insurance year.

15.4 Dissolution of the Contract with SOLIDA

The insurance contract also expires in the event of dissolution of the collective insurance contract between SOLIDA and CONCORDIA.

The dissolution must be communicated in writing to the insured person no later than one month before the expiry of insurance protection.

VI. Premium

16 Payment of Premiums and Due Date

Premiums shall be paid in advance at the time designated in the policy.

17 Reminders and Their Consequences

If the premium is not paid within 30 days of the due date, CONCORDIA requests in writing, with reference made to the consequences of defaulting, that the policy holder make the payment within 14 days of the reminder being sent. If the reminder remains unsuccessful, the duty to provide benefits ceases as from the end of the reminder period.

18 Premium Modifications

In the two following cases (see Arts. 18.1 and 18.2), the policy holder has the right to cancel the contract with effect at the end of the current insurance year. In order to be valid, the notice of cancellation must reach CONCORDIA no later than the last day of the insurance year (see Art. 15.1 also). If the policy holder omits to cancel the contract, he is considered to have agreed to its adjustment.

18.1 Tariff Adjustments

If the premiums of the tariff are modified, SOLIDA may require that the contract be adjusted with effect from the following insurance year. This requires SOLIDA to notify the policy holder of the new premiums or new terms and conditions of the contract no later than 25 days before the end of the insurance year.

18.2 Age Adjustments

The premiums comply with the tariff applicable to each age group and, on completion of the age group, shall be adjusted to the next higher age group. CONCORDIA shall communicate the new premiums to the policy holder 25 days before expiry of the insurance year.

VII. Entitlement and Obligations in Case of Damage

19 Notification of Damage

CONCORDIA shall be notified of each insurance case that is likely to result in entitlement to insurance benefits without delay following the occurrence

of the event. In the event of death, CONCORDIA shall be notified without delay, be it electronically, orally or in writing, but within 48 hours and no later.

20 Duties of the Policy Holder or Person Entitled to Benefits

The policy holder or the person entitled to benefits shall do everything that may serve to clarify the accident and its consequences. In particular, the insured person must release the doctors treating him or that have treated him from the professional duty of confidentiality with regard to SOLIDA. A culpable breach of obligations results in reductions in compensation in accordance with Art. 11.3 for the policy holder or insured person.

21 Due Date and Payment of Insurance Benefits

The claim arising from the insurance contract is due at the end of four weeks, calculated from the time that SOLIDA has received information with which it may certify the validity of the entitlement. The person entitled to benefits is the insured person, with exception of the capital sum upon death in accordance with Art. 7.1.

VIII. Final Provisions

22 Assignment and Pledging

The entitlement to insured benefits may neither be assigned nor pledged without the express consent of SOLIDA before they have been definitively fixed.

23 Notifications

All notifications shall be sent to CONCORDIA unless, in the case of damage, the insured person or his family members have already been directly contacted by SOLIDA as the insurance provider. SOLIDA recognises all notifications to CONCORDIA as though they were sent to SOLIDA itself. All notifications on the part of CONCORDIA or SOLIDA are legally valid when sent to the address in Switzerland last given by the policy holder.

24 Place of Jurisdiction

SOLIDA recognises its head office as well as the Swiss place of residence of the policy holder or the insured person as the place of jurisdiction.

The following abbreviations, with corresponding translations in German, French, Italian and English, are used in these Regulations:

VVG/LCA

VVG: Bundesgesetz über den Versicherungsvertrag; Versicherungsvertragsgesetz

LCA: Loi fédérale sur le contrat d'assurance

LCA: Legge federale sul contratto d'assicurazione

Swiss federal law on insurance contracts


Bound by trust

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