

Infortuna

Supplementary conditions (SC) under the federal insurance contract act (VVG)

Version of 2024, valid from 1 January 2024

SWICA

Customer information

We wish to point out some contractual bases that are particularly important before you sign a contract.

The insurance contract is based on the documents specified in the customer information in the General Insurance Conditions (separate document).

Look out for this symbol in the Supplementary Conditions below: 

Please ask someone to explain the marked text passages before you sign the contract. We use the symbol to emphasise the following:

- What does the insurance cover and what does it exclude?
- What are the policyholder's obligations?
- When is an insured person entitled to benefits?

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Accident insurance Infortuna

I. Scope of application

Art. 1 Purpose

These Supplementary Conditions apply to the following insurance plans offered by the insurance carrier SWICA Insurances Ltd, hereinafter referred to as "SWICA": individual accident insurance supplementing the health insurance (in accordance with the KVG, SR 832.10), accident insurance (in accordance with the UVG, SR 832.20), military insurance (in accordance with the MVG, SR 833.1), disability insurance (in accordance with the IVG, SR 831.20). The General Insurance Conditions (GIC) in accordance with the VVG constitute an integral part of the insurance contract, provided they do not conflict with these Supplementary Conditions.

II. Choice of insurance option

Art. 2 Insurance options

The policyholder can choose from the following insurance options:

- Lump-sum benefits on accident death
- Lump-sum benefits on accident disability
- Medical expenses insurance supplementary to health insurance (KVG), accident insurance (UVG), military insurance (MVG), or disability insurance (IVG)

III. Purchase of the insurance

Art. 3 Purchase

Purchasing accident insurance is possible up to the AHV retirement age. Increasing the amount of insurance is the same as purchasing new insurance.

IV. Lump sum in the event of accident death or accident disability (ADI)

Art. 4 Sums insured

1. Infortuna accident cover constitutes fixed-sum insurance – except for medical expenses cover, which constitutes indemnity insurance. The sums insured as shown on the policy apply.
2. The following maximum sums insured apply after the age of 70:

- On death: 50,000 francs
- On disability: 100,000 francs

Policies currently in effect will be adjusted accordingly after the person reaches this age.

3. For policyholders above the age of 70 at the time of the accident, the progression in disability insurance does not apply.
4. The lump-sum death benefit for children up to the age of 30 months is limited to 2,500 francs; up to the age of 12, it is limited to 20,000 francs.
5. The insurer's maximum guarantee provided by SWICA for one and the same person from all accident insurance policies in effect with this insurer jointly, insofar as they cover flight risk without special premiums, is limited to 500,000 francs in the event of death and to 1,000,000 francs in the event of full disability (with a corresponding reduction in the event of partial disability).

Art. 5 Death

1. If the accident is proven to have led to the policyholder's death immediately or within five years from the accident date, SWICA pays the sum insured in the event of death to the surviving dependants named below, whose entitlement applies in the following order and scope:
 - a) The full lump sum on death to the surviving spouse – in the absence thereof, to the children – in the absence thereof, to the parents – in the absence thereof, to the legal heirs to the exclusion of the community. Spouses and children from a marriage entered into only after the accident are not entitled to a claim.
 - b) The policyholder can appoint or exclude beneficiaries by notifying SWICA in writing, in amendment of these rules. A statement to this effect can be revoked or amended at any time by notifying SWICA in writing.
 - c) In the absence of eligible claimants as laid out in letters a and b, SWICA covers the funeral costs, up to 10% of the death lump sum.
2. Disability lump sums paid out as defined in Art. 6 are factored into the death lump sum.

Art. 6 Disability

1. If it can be assumed that the accident will lead to the insured person's permanent disability within five years from the accident date, SWICA pays the agreed sum insured, i.e. the full sum insured in the case of full disability or the partial sum insured adjusted to the partial disability as the case may be.
2. Full disability is defined as the loss or inability to use both arms or hands, both legs or feet, the simultaneous loss of an arm or a hand and of a leg or a foot, total paralysis, and total blindness.
3. In case of partial disability, the insurance covers the part of the sum insured for total disability corresponding to the degree of the disability. The decision is based on the following percentages.

Loss of:

Degree of disability:

• Upper arm	70%
• Forearm	65%
• Hand	60%
• Thumb with metacarpal joint	25%
• Thumb but not the metacarpal joint	22%
• Foremost joint of the thumb	10%
• Index finger	15%
• Middle finger	10%
• Ring finger	9%
• Little finger	7%
• One leg at the thigh	60%
• One leg at the lower part	50%
• One foot	45%
• One large toe	8%
• Other toes each	3%
• Vision in one eye	30%
• Vision in one eye if the other eye is blind	50%
• Hearing in both ears	60%
• Hearing in one ear	15%
• Hearing in one ear if the hearing in the other ear was already completely lost before the insured event occurred	30%
• Kidney	20%
• Sense of smell	10%
• Sense of taste	10%
• Very painful functional restriction of the spine	50%

In the event of a partial loss or incapacity for use, a correspondingly lower degree of disability applies. In cases not listed above, the disability level is determined through a medical assessment using the rates for impairment in Annex 3 to the Accident Insurance Ordinance (UVV, SR 832.202).

4. In case of simultaneous loss or incapacity for use of several body parts due to the same accident, the disability level is usually calculated by adding up the percentages. The disability level can never exceed 100%. In case of loss of all fingers of a hand, the insurance covers at most the disability lump sum for the loss of that hand.
5. If parts of the body were already completely or partially lost or disabled before the accident, the previous disability level as determined by the above principles is deducted when determining the new disability level.

6. Endowment insurance for disability uses progressive sums insured (exception Art. 4, para. 4): progression 350%. Compensation for a disability of more than 25% increases as follows.

from %	to %	from %	to %	from %	to %
• 26	28	• 51	105	• 76	230
• 27	31	• 52	110	• 77	235
• 28	34	• 53	115	• 78	240
• 29	37	• 54	120	• 79	245
• 30	40	• 55	125	• 80	250
• 31	43	• 56	130	• 81	255
• 32	46	• 57	135	• 82	260
• 33	49	• 58	140	• 83	265
• 34	52	• 59	145	• 84	270
• 35	55	• 60	150	• 85	275
• 36	58	• 61	155	• 86	280
• 37	61	• 62	160	• 87	285
• 38	64	• 63	165	• 88	290
• 39	67	• 64	170	• 89	295
• 40	70	• 65	175	• 90	300
• 41	73	• 66	180	• 91	305
• 42	76	• 67	185	• 92	310
• 43	79	• 68	190	• 93	315
• 44	82	• 69	195	• 94	320
• 45	85	• 70	200	• 95	325
• 46	88	• 71	205	• 96	330
• 47	91	• 72	210	• 97	335
• 48	94	• 73	215	• 98	340
• 49	97	• 74	220	• 99	345
• 50	100	• 75	225	• 100	350

7. Entitlement to disability benefits applies to the policyholder.
8. SWICA covers the reasonable cost, up to 10% of the insured disability lump sum, of retraining the person if such a measure proves necessary as a result of an accident for which SWICA has paid benefits.

- b) In the case of inpatient hospital stays, SWICA covers the cost of the private hospital ward based on the contractual rate that SWICA recognises. In the absence of a contract with a hospital in Switzerland or the Principality of Liechtenstein, SWICA's maximum rate applies. If the service provider claims amounts that are higher than SWICA's recognised maximum rate (standard rate for private patients), the policyholder covers the difference between that rate and the amount on the service provider's invoice.
- c) Cover includes the cost of SWICA-recognised complementary medical methods if a SWICA-recognised doctor or therapist administers the treatment. SWICA keeps a list of recognised methods and a directory of recognised doctors and therapists.
- d) The cost of medically prescribed treatment of mental illnesses that an independent psychotherapist administers. These benefits pursuant to Art. 7 d) are covered only if the healthcare provider has opted out of basic insurance in accordance with the KVG or is not registered in accordance with the KVG to charge via the mandatory healthcare insurance and is included on the list of SWICA-recognised psychotherapists.
- e) Medically prescribed home care by qualified nursing staff. The same applies to caregivers working for home-help and healthcare providers, as well as to housekeepers (excluding family members).
- f) Cost of rehabilitation and medical spa treatment.
- g) Medical treatment abroad.
- h) Reasonable versions of aids that compensate for physical impairment or functional deficiencies.
- i) Damage to objects that replace a body part or function; cover for glasses, hearing aids and dentures applies only in connection with a physical injury that requires treatment.
- j) Medically necessary travel and transport; necessary rescue operations and the transport of a decedent. Operations to rescue the policyholder are limited to 20,000 francs.

V. Medical expenses

Art. 7 Benefits

The insurance covers healthcare benefits and cost reimbursements not included in mandatory healthcare insurance (KVG), accident insurance (UVG), military insurance (MVG) or disability insurance (IVG), namely:

- a) Medical measures that a doctor, dentist or chiropractor with a federal or non-Swiss qualification of equal value administers or orders. SWICA also covers the costs of additional benefits in the case of outpatient operations and interventions provided in outpatient medical centres (hospitals, day clinics or outpatient clinics with corresponding facilities), provided that SWICA has a contract with the relevant service provider. SWICA maintains a directory of SWICA-recognised healthcare providers and a list of operations/interventions for which it pays the accommodation, treatment and other ancillary costs that are not covered by other insurance.

Art. 8 Hospitals and health spas

1. Hospitals are deemed to be institutions or departments thereof that treat inpatients for illnesses or the consequences of accidents, are under permanent management by medical experts, have the necessary professionally trained nursing staff, and have appropriate medical facilities.
2. Health spas are deemed to be institutions that provide follow-up treatment or rehabilitation, are under management by medical experts, have staff with the necessary specialist qualifications, and have appropriate facilities.

Art. 9 Co-payment

Cover does not include deductibles, excess amounts and fees charged by health and mandatory accident insurers.

VI. General provisions

Art. 10 Insured accidents

1. The insurance covers all occupational and non-occupational accidents that occur during the contract term.
2. An accident is defined as any sudden, unintentional and damaging effect on the human body by an extraordinary external factor resulting in the impairment of physical or mental health, or in death.
3. The following conclusively listed bodily injuries are deemed equivalent to accidents, even in the absence of unusual external factors, unless illness or wear and tear is the unequivocal cause:
 - a) Fractured bones;
 - b) Dislocated joints;
 - c) Torn meniscus;
 - d) Torn muscles;
 - e) Pulled muscles;
 - f) Torn tendons;
 - g) Injured ligaments;
 - h) Injured ear drums.

Art. 11 Exclusions and benefit reductions

1. The insurance does not cover accidents in accordance with Art. 8 of SWICA's General Insurance Conditions under the VVG.
2. SWICA waives its legal right to reduce benefits in the event of an accident resulting from gross negligence.

Art. 12 Convergence of accident consequences with diseases, ailments and the consequences of prior accidents

Insurance benefits are reduced commensurately if the consequences of an accident are significantly aggravated by pre-existing conditions, disabilities, or prior accident consequences that were apparent already before the new accident occurred. This restriction does not apply to treatment costs. The insurance continues to cover the cost of medical treatment until the accident is proven to be no longer the cause of impaired health.

Art. 13 Territorial scope

The insurance is valid worldwide.

Art. 14 Claim notification

1. Claims must be filed immediately, at the latest within 30 days from when the damage became known.
2. If a claim is culpably notified late or not at all, benefits can be reduced to the amount that would apply if the claim had been reported in good time.
3. The policyholder must address all notifications and messages to SWICA. The contact details are included in the policy.

Art. 15 Lists and directories

Art. 7 of the GIC applies in respect of the lists and directories referred to in these provisions.

Art. 16 Premium rate model

This product uses an age-based rate.