

Interim accident insurance

# General Insurance Conditions (GIC) for ordinary interim accident insurance (pursuant to the UVG) and for extended interim accident insurance (under the VVG)

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**SWICA**

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# General Insurance Conditions (GIC) for ordinary interim accident insurance (pursuant to the UVG) and for extended interim accident insurance (under the VVG)

## I. General Insurance Conditions

### Art. 1 Common provisions

The provisions in Chapter I. apply to ordinary interim accident insurance and to extended interim accident insurance. Explicit mention is made in cases where only one of the insurances is affected.

### Art. 2 Statutory basis for mandatory interim accident insurance

Ordinary interim accident insurance is based on the Federal Accident Insurance Act (UVG) and the Accident Insurance Ordinance (UVV). Under Art. III para. 3 UVG, the insurer must offer the insured person the possibility to extend the accident insurance for up to six months by means of a special arrangement (see Chapter II. below).

### Art. 3 Statutory basis for extended interim accident insurance

Extended interim accident insurance is based on the Federal Insurance Contract Act (VVG) and exceeds the mandatory six-month limit (see Chapter III. below).

### Art. 4 Insurance carrier

The insurance carrier (service provider and risk bearer) is SWICA Insurances Ltd (hereinafter referred to as SWICA).

### Art. 5 Who can take out interim accident insurance?

Persons whose most recent employer had mandatory accident insurance (pursuant to the UVG) from SWICA and who worked for at least eight hours a week can take out interim accident insurance and thus continue their non-occupational accident cover after the mandatory accident insurance ends.

By law, mandatory accident insurance (pursuant to the UVG) ends 31 days after the day on which entitlement to at least half of the salary ends.

Persons who already have accident insurance from another provider do not need to take out interim accident insurance. Among other things, this applies:

- when the person works for another employer for more than eight hours a week or
- is unemployed but fit for work and receives unemployment benefits (ALV).

### Art. 6 How to take out interim accident insurance

In principle, interim accident insurance is concluded online. Anyone who concludes the insurance online is also subject to SWICA's General Insurance Conditions (GIC) for online distribution.

### Art. 7 Scope of insurance

Interim accident insurance covers all benefits under the UVG that are due in connection with a non-occupational accident. In extended interim accident insurance, the scope of cover is restricted in accordance with Art. 23.

Interim accident insurance does not cover occupational accidents.

### **Art. 8 When does interim accident insurance need to be concluded?**

Interim accident insurance must be concluded before the mandatory accident insurance ends, i.e. before the end of the 31<sup>st</sup> day following the day on which entitlement to at least half of the salary ends. The premium for interim accident insurance must be paid before the end of this period.

### **Art. 9 Beginning and duration of insurance cover**

Interim accident insurance begins after mandatory accident insurance has ended and the premium has been paid.

With respect to the duration, reference is made to Art. 17 and Art. 22 below.

### **Art. 10 When is interim accident insurance suspended?**

Interim accident insurance is suspended when the insured person is covered under military insurance (e.g. during military or civilian service) or becomes subject to mandatory accident cover from a provider abroad.

### **Art. 11 Early cancellation and termination of interim accident insurance**

Interim accident insurance ends before the insurance term ends if the insured person again becomes subject to mandatory accident insurance during the insurance term. In the case of non-occupational accidents that are covered under interim accident insurance, this applies when the person starts working at least eight hours a week for an employer in Switzerland or becomes eligible for benefits from the unemployment insurance (ALV) after having purchased interim accident insurance.

It is not possible to terminate interim accident insurance.

### **Art. 12 Inclusion of accident cover in healthcare insurance**

If no new cover from a mandatory accident insurer (e.g. through a new employment relationship) is in effect when ordinary interim accident insurance ends, the insured person must notify the health insurer on expiry of ordinary interim accident cover so that accident cover can be included in mandatory healthcare insurance in accordance with the Federal Health Insurance Act (KVG).

The purchase of extended interim accident insurance is based on the provisions of the VVG. For this reason, accident cover in compulsory health insurance under the KVG cannot be suspended.

### **Art. 13 Invalidity of interim accident insurance**

SWICA is no longer bound by the terms of the interim accident insurance if it becomes apparent that the insured person has falsified information that is material for concluding and managing the insurance (e.g. information about the most recent employer, weekly working hours at this employer's, as well as the last date of entitlement to remuneration). Accordingly, the person affected is no longer covered under interim accident insurance.

The right to claim damages is reserved.

### **Art. 14 Right to review information**

SWICA has the right to review necessary information that has been provided for the purpose of purchasing and managing this interim accident insurance, to obtain additional information and documents, and to contact the employer in order to verify the information it has received. The insured person is deemed to have given his consent for this. Art. 16 below explains how the information is managed.

### **Art. 15 Procedure in the event of a non-occupational accident**

The insured person must inform SWICA immediately about any accident that requires medical treatment or that entitles the person to benefits (pursuant to the UVG). In the event of the person's death, the surviving dependants who are entitled to benefits must notify SWICA. The notification must be sent in writing to SWICA Insurances Ltd. to ([swica.ch/accident-report](https://www.swica.ch/accident-report)) or by phone (+41 52 244 28 40).

SWICA can reduce or refuse its benefits if such notification fails to reach it without good cause.

## **Art. 16 Managing information**

SWICA processes the information it needs for concluding and managing the interim accident insurance, namely about previous employers, weekly working hours at this employer, and the date of the person's most recent entitlement to remuneration.

The relevant decrees apply when processing personal data – in particular the provisions of the Federal Accident Insurance Act (UVG) and its ordinance (UVV) and of the Swiss Federal Act on Data Protection (DSG) and its ordinance (VDSG). In accordance with Art. 7 DSG and Art. 8ff. VDSG, SWICA ensures in particular that suitable HR-related, organisational and technical measures are in effect so that the information it has for managing interim accident insurance can be used in accordance with these regulations and that all measures are being taken to ensure data security. This applies in particular when personal data is entered, processed and transmitted over the internet. Such information is always transmitted by means of the latest encryption technology.

SWICA collects information electronically and files it as hard copies. Under data protection legislation, such information must be protected against unauthorised access and stored only within the scope as laid out in the legal provisions.

Every insured person has the right, within the scope of the Data Protection Act, to ask SWICA whether and which of his personal information is being stored in its data collections. Furthermore, it is possible to request that any incorrect information be deleted.

SWICA can forward the information necessary for processing a nonoccupational accident to the involved service providers. Furthermore, SWICA's organisational unit and group companies in the insurance business can exchange such information internally. The insured person moreover acknowledges that his address data can be used for marketing purposes but will not be forwarded to third parties.

The insured person is aware and agrees that his information can be used in the manner described above.

## **II. Special provisions for ordinary interim accident insurance (pursuant to the UVG)**

### **Art. 17 Ordinary interim accident insurance term**

The insured person determines the term of the cover by means of the premium he pays (see Art. 18 below). Ordinary interim accident insurance can be concluded for a maximum of six consecutive months in total.

Before the end of the month or months for which the premium has been paid, the interim accident insurance can be extended for a period that corresponds with the premium payment – at maximum for six consecutive months in total.

### **Art. 18 Premiums for ordinary interim accident insurance**

The premium is CHF 40 for every month, including partial months, and can be paid online by credit card or PostCard.

If the insured person is unable to conclude the insurance and pay the premium online, he can contact the specialist of insurance operations at the respective SWICA Regional Agency. The Regional Agencies can be called up on SWICA's homepage ([swica.ch/locations](https://www.swica.ch/locations)).

### **Art. 19 Confirmation of insurance**

The insured person receives confirmation of insurance by email as soon as the premium has been paid. Art. 16 above explains how the information is managed.

### III. Special provisions for extended interim accident insurance (pursuant to the VVG)

If the person is absent from work for more than the maximum term of six months and ordinary interim accident insurance consequently ends, SWICA offers the possibility to extend the accident cover for non-occupational accidents through the extended interim accident insurance. Extended interim accident insurance is based on the VVG.

#### Art. 20 Who can take out extended interim accident insurance?

A person can take out extended interim accident insurance when taking unpaid leave or time off from work, provided that ordinary interim accident insurance from SWICA is in effect for a maximum of six months and the premium has been paid. The conditions laid out in Art. 5 above apply also for extended interim accident insurance.

#### Art. 21 When does extended accident insurance need to be purchased?

Extended interim accident insurance must continue from ordinary interim accident insurance without interruption and be concluded before it ends.

#### Art. 22 Duration of extended interim accident insurance

The insured person determines the term of the cover by means of the premium he pays (see Art. 23 below). Extended interim accident insurance can be taken out for a maximum of eight consecutive months in total.

Before the end of the months for which the premium has been paid, interim accident insurance can be extended for additional months that correspond to the premium payment – at maximum for eight consecutive months.

#### Art. 23 Scope of extended interim accident insurance

The insurance cover is equivalent to the UVG for non-occupational accidents with the following restrictions:

- The benefits under the UVG are applied subsidiarily to the benefits under the KVG or corresponding foreign insurance.
- SWICA does not pay any excesses, deductibles or fees.
- The pension benefits are not adjusted for inflation (Art. 34 UVG does not apply).

#### Art. 24 Premiums for extended interim accident insurance

The premium is CHF 90 for every month, including partial months, and can be paid online by credit card or PostCard.

If the insured person is unable to conclude the insurance and pay the premium online, he can contact the specialist of insurance operations at the respective SWICA Regional Agency. The Regional Agencies can be called up on SWICA's homepage ([swica.ch/locations](https://www.swica.ch/locations)).

#### Art. 25 Confirmation of insurance

The insured person receives confirmation of insurance by email as soon as the premium has been paid. Art. 16 above explains how the information is managed.

### IV. Applicable law and place of jurisdiction

This contractual relationship is exclusively subject to material Swiss law. Supplementing these contractual provisions, the Federal Accident Insurance Act (UVG) and the Federal Insurance Contract Act (VVG) apply.

In the case of disputes over SWICA's obligations arising from this contractual relationship, the insured person can choose the place of jurisdiction at SWICA's Head Office in Winterthur or at his place of residence in Switzerland. If the insured person lives abroad, Winterthur is the exclusive place of jurisdiction.