
Wincare line

Capital

Disability and death benefit insurance in the event of accident and illness

Supplementary Terms

January 2017 edition

Insurance carrier for benefits in the event of accident: Sanitas Privatversicherungen AG

Insurance carrier for benefits in the event of illness: as per application/insurance policy document

sanitas

General

1 Object of the insurance

These Supplementary Terms govern the following lump-sum insurance benefits:

- Disability benefit in the event of accident
- Death benefit in the event of accident
- Disability benefit in the event of illness
- Death benefit in the event of illness

2 Applicable terms

If any matter is not dealt with specifically in these Supplementary Terms, the General Terms of Insurance of the Wincare line for supplementary insurance plans pursuant to the Swiss Federal Act on Insurance Contracts (VVG/LCA) shall apply.

Joint provisions

3 Benefits

- 1 The insurance provides worldwide coverage.
- 2 Benefits will be paid independently of other insurance benefits.

4 Persons entitled to claim death benefits

- 1 The following, in the order listed, are eligible beneficiaries of the insurance:
 - a) Surviving spouse or surviving registered partner;
 - b) Direct descendants and natural persons supported to a considerable extent by the deceased, and the person who cohabited with the deceased uninterrupted for the last five years until their death or who has to provide for one or more of the common children;
 - c) Parents;
 - d) Siblings;
 - e) Other legal heirs, excluding the body politic.
- 2 The insured person may designate one or more beneficiaries named under 1 b) above and stipulate their entitlement in more detail.
- 3 The insured person has the right to change the order of beneficiaries specified in 1 c) to 1 e) above and stipulate their entitlement in more detail.
- 4 This is subject to any other beneficiaries specified in the insurance policy.

5 Obligation to notify and establishment of claims

- 1 If an illness or accident is likely to lead to benefits, the entitled beneficiary must notify Sanitas immediately. In the event of death where illness and accident are possible causes of death, Sanitas must be notified in time to have an autopsy conducted before interment, at its own cost.
- 2 The entitled beneficiary must submit all documentation required to establish the claim. This comprises:
 - In the event of disability or incapacity for work a medical certificate, and in the event of disability resulting from illness the legally binding decision of the disability insurance (IV/AS) authorities;
 - In the event of death a medical death certificate and certificate of civil status (e.g. family record book or certificate of family origin) or proof of cohabitation as per Point 4.1. b);
 - Any additional documentation required by the insurance carrier (e.g. an autopsy report).
- 3 The place of performance is the eligible beneficiary's place of residence in Switzerland. In the absence of such a place of residence, any insurance benefits shall be payable at the place where the insurance carrier has its registered office. Insurance benefits will be paid in Swiss francs.

6 Assignment and pledging

- 1 Claims under this insurance may be assigned or pledged in full or in part. In this case, all or some of the provisions governing entitlement set down in Point 4 above will become invalid.
- 2 If claims under this insurance are assigned or pledged in full or in part, the insured amounts specified in the insurance policy may be adjusted only with the consent of the beneficiary (if claims are assigned) or the pledgee (if claims are pledged).
- 3 If claims are assigned or pledged, a claim to a benefit under this insurance can only be asserted once the claim has matured.
- 4 If claims are to be assigned or pledged, this must be done in writing, and Sanitas must be notified in writing.

7 Suicide and self-mutilation

- 1 Suicide and self-mutilation and attempted suicide or self-mutilation are deemed to be an accident if at the time of the act the insured person, through no fault of their own, was completely incapable of acting rationally, or if the act was the clear result of an insured accident.
- 2 If the insured person was, through no fault of their own, not of completely sound mind, such acts are treated as illness.
- 3 The insurance does not cover cases where such acts are committed by an insured person while of completely sound mind.

8 Concurrence of illness- and accident-related causes

In cases where both illness- and accident-related causes exist simultaneously, benefits will be paid in proportion to the degree to which, in the opinion of medical experts, the disability or death were attributable to accident and illness respectively.

9 Age-dependent premiums

During the entire term of insurance, premiums for the insured person will be adjusted on 1 January every year in accordance with the applicable age group.

Disability and death benefits in the event of accident

10 Disability benefits

- 1 Entitlement to the insured disability benefit arises if, as the result of an accident, the insured person becomes disabled, and is likely to remain so permanently, as per Paras 2 to 5. The insured lump sum and the scheme termination age are laid down in the insurance policy.

2 Sanitas will pay the insured benefit in accordance with the degree of disability laid down in the following table for the complete loss, loss of use or loss of function of a part of the body or sense organ.

- Arm at or above the elbow.....70%
- An arm below the elbow or hand.....60%
- A thumb.....20%
- An index finger10%
- Another finger5%
- A leg at or above the knee60%
- A leg below the knee.....50%
- A foot.....40%
- Sight in both eyes100%
- Sight in one eye30%
- The sight in one eye if the full sight in the other eye had already been lost before the accident occurred.....70%
- Hearing in both ears.....60%
- Hearing in one ear.....15%
- Hearing in one ear if hearing had been completely lost in the other ear before the accident occurred.....45%
- Sense of taste10%
- Sense of smell.....10%
- Spleen10%
- Kidney20%
- Very serious and painful impairment of the function of the spine.....50%
- Impairment of cognitive functions such as memory and attention span.....20%
- Very severe organic speech disorders, very severe motor or psycho-organic syndrome.....80%

3 If the loss, loss of use or loss of function is partial, Sanitas will reduce the degree of disability as per the list in Para 2 above.

4 If several parts of the body are affected, the percentages are totalled; however, the total degree of disability cannot exceed 100%.

5 If it is not possible to determine the degree of disability on the basis of Paras 2 to 4, it will be determined theoretically on the basis of the permanent loss of physical or mental functions and the effects of this loss on the insured person's general capacity to earn a living, in other words without taking account of any actual loss of earnings. The degree of disablement determined for children and young people under age 20 will also take account of the presumed effect on their future general capacity to earn a living.

- 6 On the basis of the degree of disability determined, the insured person is entitled to the following benefits as a percentage of the insured capital.

Degree of disability in %	Benefit in %	Degree of disability in %	Benefit in %	Degree of disability in %	Benefit in %	Degree of disability in %	Benefit in %
1	1	26	28	51	105	76	230
2	2	27	31	52	110	77	235
3	3	28	34	53	115	78	240
4	4	29	37	54	120	79	245
5	5	30	40	55	125	80	250
6	6	31	43	56	130	81	255
7	7	32	46	57	135	82	260
8	8	33	49	58	140	83	265
9	9	34	52	59	145	84	270
10	10	35	55	60	150	85	275
11	11	36	58	61	155	86	280
12	12	37	61	62	160	87	285
13	13	38	64	63	165	88	290
14	14	39	67	64	170	89	295
15	15	40	70	65	175	90	300
16	16	41	73	66	180	91	305
17	17	42	76	67	185	92	310
18	18	43	79	68	190	93	315
19	19	44	82	69	195	94	320
20	20	45	85	70	200	95	325
21	21	46	88	71	205	96	330
22	22	47	91	72	210	97	335
23	23	48	94	73	215	98	340
24	24	49	97	74	220	99	345
25	25	50	100	75	225	100	350

- 7 If, before the accident, the insured person was already disabled as the result of an accident, Sanitas will pay the difference between the benefit that would be paid on the basis of the total degree of disablement and the benefit calculated on the basis of the previous degree of disablement.

11 Death benefits

- Entitlement to the insured death benefit arises on the death of the insured person as the result of an accident before they have reached the scheme termination age. The insured lump sum and the scheme termination age are laid down in the insurance policy.
- The maximum death benefit paid out for children aged less than 2 years and 6 months will be CHF 2,500.

Disability and death benefits in the event of illness

12 Insurance carrier

- 1 The insurance carrier for benefits paid in the event of illness is specified in the application and the insurance policy. Sanitas has a group insurance contract with this insurance carrier.
- 2 Administrative duties vis-à-vis the insured person and the insurance carrier shall be performed by Sanitas.
- 3 The insured person or their legal representative authorises the insurance carrier to inspect all documents relevant in connection with a claim for benefits or with conclusion of the insurance contract. The insurance carrier is authorised to demand or obtain itself further information and evidence, or to require that the insured person undergo a medical examination by its medical officer in connection with reviewing an application or a claim. The insured person's doctor is released from their duty of doctor-patient confidentiality with respect of the insurance carrier.
- 4 Sanitas shall transfer claims notified as per Point 5 of these Supplementary Terms to the insurance carrier. The insurance carrier shall determine the entitlement to benefits on the basis of all the documents required to assess a claim. Any benefits due will be paid by the insurance carrier direct to the entitled beneficiaries.

13 Occupational illnesses

Occupational diseases under the terms of the Swiss Federal Statutory Accident Insurance Act (UVG/LAA) do not give entitlement to disability or death benefits.

14 Disability benefits

- 1 Entitlement to the insured disability benefit arises if, as the result of illness, the insured person becomes permanently disabled before reaching the scheme termination age under the terms of IV/AS disability insurance. The insured lump sum and the scheme termination age are laid down in the insurance policy.
- 2 The disability benefit is paid in accordance with the degree of disablement specified in the legally binding decision from the disability insurance (IV/AS) authorities. If the degree of disability is less than 25% there shall be no entitlement to benefits; if the degree of disability is 66% or higher there shall be entitlement to the full insured benefit.

- 3 If, for justifiable reasons, there is no decision from the disability insurance (IV/AS) authorities, the insurance carrier shall determine the degree of disablement in accordance with the principles of the IV/AS. In the case of children and young people, the insurance carrier's decision shall be based on the assessment of the IV/AS authorities (in particular with consideration to the granting of any attendance allowance) and the attending doctors, with Point 10.5 above applying *mutatis mutandis*.

- 4 The disability benefit will not be paid until a waiting period of at least 12 months has elapsed after the commencement of disability.

- 5 If an insured claim occurs, the disability benefit originally insured is reduced by the amount of the disability benefit due. The disability benefit which continues to be insured from that date (rounded up to the nearest CHF 10,000) cannot be increased thereafter.

- 6 From 1 January of the calendar year in which the insured person reaches age 56, the disability benefit insured is reduced every year by one sixth of the disability benefit insured when the insured person was aged 55. The insured amount remaining after the reduction is rounded up to the nearest CHF 10,000.

15 Death benefits

- 1 Entitlement to the insured death benefit arises on the death of the insured person as the result of an illness before they have reached the scheme termination age. The insured lump sum and the scheme termination age are laid down in the insurance policy.
- 2 The maximum death benefit paid out for children aged less than two years and six months will be CHF 2,500.

16 Premium waiver in the event of incapacity for work or disability

- 1 In the event of incapacity for work or disability resulting from illness or accident, the insured person is exempted from paying premiums for existing capital (lump sum) insurance for illness.
- 2 Exemption from premiums begins after a waiting period of 6 months has elapsed from the commencement of medically certified incapacity for work, and depends on the degree of incapacity. Once a legally binding decision has been issued by the disability insurance (IV/AS) authorities, the extent of the exemption is determined by the degree of disablement.
- 3 Once a disability benefit is paid on the basis of illness, entitlement to any premium waiver granted until this point shall lapse. The extent of the premium waiver for death benefits shall be determined on the basis of the degree of disablement specified in the legally binding decision from the disability insurance (IV/AS) authorities.

17 End of insurance coverage

As an addendum to Point 19 of the General Terms of Insurance of the Wincare line for supplementary insurance plans pursuant to the Swiss Federal Act on Insurance Contracts (VVG/LCA), existing disability and death benefit insurance for illness shall end for the following reasons:

- If the insurance carrier terminates the group insurance contract at the end of a calendar year and Sanitas does not enter into a new contract with another insurance carrier. In this case Sanitas shall notify the insured person of the termination of the existing insurance arrangements three months before termination at the latest;
- If the insured person has not concluded other insurance with Sanitas in addition to disability and death benefit insurance in the event of illness. In this case the disability and death benefit insurance shall end when the last remaining other insurance ends