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## General Conditions of Insurance (GCI) Accident insurance for death and disability (UTI)

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### Scope of the insurance cover

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#### 1 Subject of the insurance

The insurer and thus the risk carrier is SOLIDA Versicherungen AG, Zurich. It insures the economic consequences of accidents suffered by the insured person during the term of the contract.

The insurance benefit is owed regardless of whether the insured event has caused economic loss or another insurance company is also paying benefits.

#### 2 Basis of the contract

The contract is based on all written statements made by the contracting partner of KLuG health insurance agency (hereinafter referred to as «KLuG»), the insured person and its representative in the application and in other documents.

The rights and obligations of the contracting parties are specified in the insurance certificate, in any supplements, in the General Conditions of Insurance (GCI), in Additional Conditions (AC) and in the Special Conditions (SC). For the insured benefits under accident insurance for death and disability, KLuG as the policyholder has concluded a group insurance contract with

SOLIDA Versicherungen AG  
Saumackerstrasse 35  
8048 Zürich

as the insurer, to provide insurance coverage for death and disability due to an accident. Existing KLuG customers can take out insurance with SOLIDA by submitting a corresponding statement to KLuG. The KLuG customer does not have a contract with SOLIDA. Rather, in accordance with Art. 95a of the Federal Law on Insurance Contracts, in the event of an insured accident, the insured person and the beneficiary have a direct claim against SOLIDA for the benefits insured by it. KLuG itself accepts no liability for claims arising from this accident insurance. If a point is not expressly regulated in the aforementioned documents, the parties shall abide by the Federal Law on Insurance Contracts.

#### 3 Local scope of application

The insurance is valid throughout the world, outside Switzerland and the Principality of Liechtenstein, however, only during trips and stays of up to twelve months. The insurance expires at the end of the insurance month in which the insured person transfers his residence abroad and does not continue any supplementary insurance with KLuG.

## 4 Insured persons

The persons listed in the insurance certificate are insured.

## Definitions

### 5 Personal designations

For ease of reading, female denominations are not used in these documents.

### 6 Accident

An accident is defined as the sudden, unintentional damaging influence of an unusual external factor on the human body.

The following, exhaustively listed, accident-like bodily injuries are deemed equivalent to accidents, provided they are not predominantly due to age or illness: Bone fractures, dislocations of joints, meniscus tears, muscle tears, muscle strains, tendon ruptures, ligament lesions, and eardrum injuries.

Accidents also include:

- Health hazards due to involuntary inhalation of gases or vapours and accidental ingestion of toxic or corrosive substances;
- Drowning;
- the following health impairments, provided the insured person suffers them involuntarily and they were caused by an insured accident event: Frostbite, heat stroke, sunstroke and damage to health caused by ultra-violet rays, except sunburn.

Illnesses of all kinds, in particular occupational illnesses, asbestos damage, infectious diseases, exposure to ionising radiation, damage due to therapeutic and test measures that are not induced by an insured accident, as well as interventions on the insured person's own body, are not deemed to be accidents.

## Insurance benefits

### 7 Death

If the insured person dies within five years as a result of an accident, SOLIDA will pay the sum insured for death minus any disability compensation already paid for the same accident, if the accident cover existed at the time of the accident.

The maximum death benefit is limited for the following group of persons:

- Children up to the age of 30 months: CHF 2 500.–
- Children and young people up to the age of 20: CHF 20 000.–
- Adults after the age of 65: CHF 20 000.–

### 7.1 Beneficiaries

The contracting partner of KLuG may name beneficiaries or exclude beneficiaries by written notification to KLuG, in amendment of the following provision. Such a declaration may be revoked or amended at any time by sending a written notification to KLuG. In the absence of a specific designation, the following shall be deemed to be beneficiaries successively and exclusively:

- the spouse, the registered partner,
- the children, stepchildren or adopted children,
- the parents,
- the grandparents,
- the siblings and siblings' children in accordance with the legal right of inheritance.

If none of the beneficiaries are present, SOLIDA will only pay the funeral costs up to a maximum of 10 % of the sum insured in the event of death, up to a maximum of CHF 10 000.–.

### 7.2 Double indemnity rider

If the insured person is married or living in a registered partnership and the accident leads to the death of both spouses or registered partners, SOLIDA shall pay the insured lump-sum death benefit again in equal shares to the surviving, minor or permanently disabled children, stepchildren or adopted children, who are in need of support.

### 8 Disability claim

If, as a result of the accident, a medically theoretical disability is expected to be permanent within five years, SOLIDA will pay the lump sum disability benefit, if the accident cover existed at the time of the accident, which is determined according to the level of disability, the agreed sum insured and the selected benefit option. Any disability or incapacity for work resulting from the event is not taken into account. Only the insured person is entitled to the lump-sum disability benefit.

#### 8.1 Determining the level of disability

The following principles are binding for the assessment of the level of disability:

- a Total disability is defined as the loss or total incapacity to use both arms or hands, both legs or feet, or the simultaneous loss of one hand and one foot, total paralysis and total blindness.

In the event of partial disability, that part of the sum insured for total disability which corresponds to the level of disability shall be paid.

The assessment is based on the following percentages:

– Upper arm	70 %
– Forearm	65 %
– Hand	60 %
– Thumb with its metacarpal part	25 %
– Thumb, with metacarpal part preserved	22 %
– Distal phalanx of the thumb	10 %
– Index finger	15 %
– Middle finger	10 %
– Ring finger	9 %
– Little finger	7 %
– Leg at thigh	60 %
– Leg at knee joint or at lower thigh	50 %
– Foot	45 %
– Big toe	8 %
– Each of the other toes	3 %
– Eyesight of one eye	30 %
– Eyesight of one eye, in case such eyesight on the other eye had already been completely lost before the occurrence of the accident	50 %
– Sense of hearing on both ears	60 %
– Sense of hearing on one ear	15 %
– Sense of hearing on one ear, in case such hearing on the other ear had already been completely lost before the occurrence of the accident	30 %
– Olfactory sense	10 %
– Sense of taste	10 %
– Kidney	20 %
– Spleen	5 %
– Very acute and painful function limitation of the spine	50 %

- b In case of a permanent, severe disfigurement of the human body caused by an accident (aesthetic damage such as scars), for which no disability benefit is owed but which nevertheless results in deteriorating the insured person's social standing, SOLIDA will pay the following maximum insured sums for disability specified in the insurance certificate:
- 10 % in case of disfigurement of the face and/or
  - 5 % for disfigurement of other usually visible parts of the body.
- The benefit for aesthetic damage is also limited to a total of CHF 20 000.– and no increase is granted.
- c In the event of only partial loss or only partial disability, a correspondingly lower level of disability shall apply.
- d The complete incapacity to use limbs or organs is equated with loss.
- e In cases not listed above, the level of disability is determined according to the same guidelines as for the assessment of the damage to integrity pursuant to the Federal Law on Accident Insurance (UVG) or the Ordinance on Accident Insurance (UVV).
- f In the event of simultaneous loss or incapacity to use several parts of the body, the level of disability, which can, however, amount to a maximum of 100 %, is generally determined by adding the percentages.
- g Aggravation of the consequences of the accident due to pre-existing physical defects does not entitle the insured person to a higher compensation than if the accident had affected a physically sound person.
- If parts of the body were already completely or partially lost or incapable of use before the accident, the already existing level of disability determined according to the above principles shall be deducted when determining the level of disability and not only when determining the disability benefit.
- h The final determination of the level of disability shall only be made on the basis of the insured person's condition that is expected to be permanent. However, SOLIDA may have the level of disability conclusively determined five years after the accident or later.
- In that case, the level of disability prevailing at the time of determining the disability level is taken into account. Changes in the level of disability occurring after determining the disability level, i.e. relapses and long-term consequences, are no longer insured.

### 8.2 Determining the lump sum disability benefit

The lump sum disability benefit is determined as follows:

For a percentage of disability degree not exceeding 25 %	On the basis of a basic insurance amount
For a percentage of disability degree from 25 % up and not exceeding 50 %	On the basis of a threefold insurance amount
For a percentage of disability degree exceeding 50 %	On the basis of a fivefold insurance amount

The benefit as a percentage of the sum insured agreed for disability is therefore provided as follows:

Disability degree (Option 350 %)		Disability degree (Option 350 %)		Disability degree (Option 350 %)	
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 %

### 8.3 Payment in annuity form

If the insured person has reached the age of 65 at the time of the accident, the insurance benefit for permanent disability within the meaning of the above provisions shall be paid in the form of a life annuity. At the maximum, the single insured sum is paid out, i.e. without any increases. The annuity is finally determined and is payable quarterly in advance. CHF 1 000.– disability benefit per year:

Age	Annual rent
66	CHF 86.–
67	CHF 89.–
68	CHF 93.–
69	CHF 96.–
70	CHF 100.–
Above	CHF 125.–

Only the insured person is entitled to claim.

## 9 Benefit limitations

### 9.1 Maximum sums insured

For children up to the age of 30 months, the maximum sum insured in the event of death is CHF 2 500.–, for children and young people up to the age of 18 it is CHF 20 000.–.

The following insurance variant applies to insured persons after the age of 65:

- Death CHF 120 000.–
- Disability CHF 100 000.–

Increase in the disability insurance does not apply.

Existing insurance policies are automatically reduced after reaching this age limit.

### 9.2 Maximum age

New policies and increases in the sums insured can be taken out up to the age of 65.

## Cover limitations

### 10 Exclusions

Following accidents are excluded from the insurance:

- accidents as a result of war, civil war and/or war-like conditions
  - in Switzerland, the Principality of Liechtenstein and/or neighbouring countries,
  - abroad, unless the accident occurs within 14 days of the first occurrence of such events in the country in which the insured person is staying and he/she was surprised by the outbreak of warlike events there;
- as a result of earthquakes in Switzerland and the Principality of Liechtenstein;
- as a result of exceptional dangers. These include, but are not limited to:
  - foreign military service,
  - participation in acts of war or terrorism,
  - Involvement in scuffles and brawls, unless the insured person was injured by the disputants as a bystander or while helping a defenceless person,
  - Dangers to which the insured person exposes himself/herself by strongly provoking others,
  - the consequences of riots of any kind, unless the insured person proves that he/she was not actively involved on the side of the rioters or participated by inciting them;
- as a result of, or on the occasion of, the commission of, or participation in, any intentional or constructive felony or misdemeanour by the insured person or the beneficiary;
- as a result of exposure to ionising radiation and damage from nuclear energy;
- where the insured person has a blood alcohol content of 2 parts per million by weight or more, unless there is obviously no causal connection between the drunkenness and the accident;
- as a consequence of risks (risks are actions by which the insured person exposes himself to a particularly great danger without taking or being able to take precautions to limit the risk to a reasonable level);
- when using aircraft as a military pilot, other military crew member and parachute grenadier;
- in military parachute jumps;
- in the case of air travel, if the insured person intentionally violates official regulations or is not in possession of the official identity documents and permits.

The following are excluded from the insurance:

- suicide or damage to the health of the insured person's own body caused intentionally or in a state of full or partial incapacity to judge;
- Health damage resulting from deliberate ingestion or injection of medicines, drugs and chemical products;
- Health impairment as a result of medical or surgical interventions that were not necessitated by an insured accident;
- Health damage due to asbestos and nanoparticles.

### 11 Reductions

#### 11.1 Gross negligence

SOLIDA waives the right to reduce benefits in the event of gross negligence in causing the insured accident.

#### 11.2 Non-accident factors

If factors unrelated to the accident influence the course of an insured accident or the consequences of the accident, SOLIDA shall only pay a purely accident-related part of the agreed benefits to be determined on the basis of a medical assessment. Factors that aggravate the course of the consequences of the accident and are unrelated to the accident, such as pre-existing mental or physical illnesses and infirmities, are already deducted when determining the level of disability and not only when determining the disability benefit.

#### 11.3 Breach of obligations in the event of a claim

In the event of culpable breach of the obligations incumbent on the contracting partner of KLuG or beneficiary, SOLIDA shall be entitled to reduce the compensation by the amount by which it would have been reduced if the notification had been made properly and in good time (see sections 19 and 20).

### 12 Death caused by a beneficiary

If a person entitled to receive the lump-sum death benefit has caused the death of the insured person as a result of, or on the occasion of, the commission or attempted commission of, or participation in, intentional or constructive crimes or misdemeanours, he/she shall not be entitled to the lump-sum death benefit. This benefit shall be paid to the other beneficiaries within the meaning of clause 7.1.

## Start and end of the contract

### 13 Start of contract

Insurance cover commences on the date recorded in the insurance certificate or agreed with KLuG's written confirmation of acceptance of registration.

### 14 Duration of contract

The duration agreed in the insurance certificate applies to the insured person. The minimum contract duration is one year. After expiry of the agreed duration, the contract is tacitly renewed for one year at a time unless it is terminated in due time (see clause 15.2).

### 15 Cancellation and amendment of the contract

#### 15.1 Right of revocation

The contracting partner of KLuG may revoke its registration in writing within 14 days of registration.

### 15.2 Termination by expiry

After expiry of the agreed insurance period and later at the end of each subsequent calendar year, the contract may be terminated by either party in writing with three months' notice. Notice of termination shall be deemed to have been given in good time if it is received by KLuG no later than on the last day before the beginning of the three-month period.

### 15.3 Termination in the event of an accident

After each accident for which a benefit is to be paid, the contracting partner of KLuG may terminate the contract in writing no later than 14 days after becoming aware of the payment. The contract shall expire upon receipt of the notice of termination by KLuG. In the event of premature termination of the contract, the unused premium will be refunded.

### 15.4 Termination in the event of a change in premium

If the premium changes, the contracting partner of KLuG has the right to terminate the contract in its entirety or only with regard to the type of service whose premium has been increased, with effect from the end of the current calendar year. If the contracting partner makes use of this right, the contract shall expire to the extent determined by the partner at the end of the calendar year. To be valid, the notice of termination must reach KLuG no later than the last day of the calendar year.

### 15.5 Termination of the contract with SOLIDA

The contract shall also expire upon termination of the group insurance contract between SOLIDA and KLuG. The contract partner of KLuG must be notified of the termination in writing at least one month before the insurance cover expires.

### 15.6 Change in the basis of the contract

If the insurance conditions are changed as of the following calendar year, the new insurance conditions shall apply to the contractual partner of KLuG, to SOLIDA and KLuG. KLuG shall notify the contracting partner of the change no later than 25 days before the end of the calendar year. The contracting partner is then entitled to terminate the contract at the end of the current calendar year. Notice of termination shall be deemed to have been given in good time if it reaches KLuG no later than the last day of the calendar year. If the contracting partner fails to give notice of termination, this shall be deemed to be an approval of the change of the insurance conditions.

## Premium

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### 16 Payment of premium and due date

The premiums are to be paid in advance via the payment method specified in the insurance certificate.

### 17 Reminders and their consequences

If the premium is not paid within 30 days of the due date, KLuG shall request the contracting partner in writing to make payment within 14 days of sending the reminder, pointing out the consequences of default. If the reminder is unsuccessful, the obligation to pay benefits shall be suspended from the expiry of the reminder period. The obligation to pay benefits shall come into force again for future loss events when all arrears have been paid and accepted by KLuG.

### 18 Premium changes

The contracting partner of KLuG has the right to terminate the contract at the end of the current calendar year in the following two cases (see clauses 18.1 and 18.2). To be valid, the notice of termination must reach KLuG on

the last day of the calendar year at the latest (see also clause 15.2). If the contracting partner of KLuG fails to give notice of termination, this shall be deemed to be an approval of the change of the contract.

### 18.1 Premium corrections

If the premiums change, KLuG may demand the amendment of the contract with effect from the following calendar year. For this purpose, it shall notify the contracting partner of the new premium or the new contractual conditions no later than 25 days before the end of the calendar year.

### 18.2 Age-related changes

The premiums are based on the tariff for the respective age group and are adjusted to the next higher age group upon completion of the respective age. KLuG shall notify the contracting partner of the new premium 25 days before the end of the calendar year.

## Claims and obligations in the event of a claim

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### 19 Notice of claim

Every insured event that is likely to give rise to a claim for insurance benefits must be notified to SOLIDA immediately after the occurrence of the event.

### 20 Obligations of the contracting partner of KLuG, insured person and beneficiary

The insured person, the contracting partner of KLuG or the beneficiary shall do everything that can serve to clarify the accident and its consequences. In particular, the insured person must release the doctors who are treating or have treated him / her from their professional duty of confidentiality vis-à-vis SOLIDA.

The insured person, the contracting partner of KLuG or beneficiary is obliged, in the event of loss of any claim for injunctive relief, to provide SOLIDA, within 30 days of a written request to this effect, with any requested information about the previous and current state of health as well as about the accident and the course of recovery.

Otherwise, culpable breaches of the obligations will result in reductions of the insurance benefits in accordance with clause 11.3 for the contracting partner of KLuG, the beneficiary or the insured person.

### 21 Due date and payment of insurance benefits

The claim arising from the group insurance contract in accordance with Art. 95a of the Federal Law on Insurance Contracts becomes due four weeks after SOLIDA has received all the information and medical certificates with which it can satisfy itself of the correctness and scope of the claim. With the exception of the death benefit in accordance with clause 7.1, the insured person is entitled to claim.

## Final provisions

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### 22 Written form

If written form is required in these GTC, another form which enables proof by text shall also suffice for revocation, termination and reminders.

### 23 Assignment and pledge

Claims to insured benefits may not be assigned or pledged before their final determination without the express consent of SOLIDA.

#### **24 Notifications**

All notifications are to be addressed to KLuG, except for claims notifications, which are to be addressed to SOLIDA. SOLIDA acknowledges all communications to KLuG as having been made to it.

All notices from KLuG or SOLIDA shall be validly sent to the last address in Switzerland given by the contracting partner of KLuG.

#### **25 Jurisdiction**

Following an accident, SOLIDA recognises its place of management or the Swiss domicile of the contracting partner of KLuG or the insured person as the place of jurisdiction with regard to the direct right of claim arising from the group insurance contract in accordance with Art. 95a of the Federal Law on Insurance Contracts.

#### **26 Entry into force/amendments**

These GCI come into force on the 1st of January 2022 for accidents occurring after this date.