

# Information Sheet Accident Insurance according to the Swiss Federal Law on Accident Insurance (LAI)

To facilitate reading, only masculine personal references are used hereafter; any such references are, however, always understood to include the corresponding feminine form as well.

## Reporting Obligations to the Insured

**Under Art. 72, Paragraph 2 of the Ordinance on Accident Insurance (UVV), the employer has a duty to share information about the implementation of the accident insurance with the insured and to inform the insured about the possibility of insurance by special agreement in particular. This information sheet provides information for this purpose and should be given to the insured or made available in another form.**

## Legal basis for the insurance

**1**  
The Accident Insurance Law of March 20, 1981, together with the related regulations, form the basis for the insurance. The following details are **extracts** from the Law and regulations.

## Insured persons

### **2** Mandatorily insured persons

All employees, including persons working from home, trainees, voluntary assistants, and all apprentices, must be insured. Family members are also mandatorily insured if they receive earnings in cash and/or pay Old Age and Survivors' Insurance (OASI) contributions. Persons with a second or sideline job are mandatorily insured for this activity if the earnings paid are subject to OASI contributions.

In agricultural establishments, the following persons are equated with selfemployed farmers and therefore do not come under the mandatory scheme: the wife of the farm manager, his ascendants or descendants and their wives, furthermore sons-in-law of the farm manager who will probably take over the farm to run it themselves.

### **3** Voluntarily insured persons

Self-employed persons and family members working in their businesses who are not mandatorily insured may insure themselves voluntarily by special agreement.

## Scope of insurance coverage

### **4** Insured accidents

Insured benefits are granted for occupational and non-occupational accidents. Occupational illnesses are equated with occupational accidents.

### **5** Part-time employees

Part-time employees, whose working time for anyone employer does not amount to 8 hours a week or more, are insured for occupational accidents only. Accidents occurring on the way to or from their work are also understood to be occupational accidents for these persons.

### **6** Beginning, end and suspension of insurance coverage for employees

Insurance coverage begins on the first day of the employment relationship or on the creation of the first salary entitlement, but at all events when the insured employee sets out for work.

Cover ends at the end of the 31<sup>st</sup> day after the date on which the employee's claim to at least half of his earnings ends. The AHV salary (not including bonuses, profit sharing, termination compensation, and the like) as well as salary compensation benefits such as daily allowances under mandatory accident insurance, military insurance and disability insurance are regarded as salary. Daily allowan-

ces paid by the sickness funds and private health and accident insurers are also regarded as salary as long as they replace the obligation to continue the payment of wages.

Insurance coverage is suspended as long as the insured person is in military service or comes under foreign mandatory accident insurance.

## **7 Insurance by special agreement**

By special agreement, the cover for non-occupational accidents may be continued for a period not exceeding 6 months after the end of mandatory insurance. The agreement must be concluded before the mandatory cover ends.

## **Insurance benefits**

### **Medical expenses and refund of costs**

#### **8 Medical treatment**

The cost of the following will be paid:

- a) out-patient treatment by a physician, a dentist or by medical assistants as ordered by them, or by a chiropractor and out-patient treatment in a hospital;
- b) medicines, drugs and analyses ordered by a physician or dentist;
- c) treatment, nursing and accommodation in the general ward of a hospital;
- d) medically ordered convalescence and water cures;
- e) any remedies and objects required for recovery.

#### **9 Medical treatment abroad**

The cost of medical treatment necessary abroad will be refunded up to a maximum of double the amount of the expenses which would have been incurred for treatment in Switzerland.

#### **10 Nursing care and assistance at home**

Contributions will be paid towards necessary nursing care and assistance at home, provided such nursing is carried out by approved staff.

#### **11 Medical aids**

The insured person may claim for medical aids required to substitute for a part of the body or a physical function (e.g. prostheses).

#### **12 Property damages**

The cost of repairing damage caused as a result of an accident to property which is a substitute for a part of the body or a physical function (e.g. damage to prostheses in use) will be reimbursed. Replacements for spectacles, hearing aids and dentures may be claimed only in connection with a bodily injury requiring treatment.

#### **13 Travel, transportation and rescue costs**

Any necessary emergency ambulance and rescue costs and the cost of travel and transportation required on medical grounds will be reimbursed.

Costs incurred abroad will be reimbursed up to 20% of the maximum amount of the insured annual earnings.

#### **14 Conveyance of corpse**

The necessary cost of conveying the corpse to the place of interment will as a rule be reimbursed.

Costs incurred abroad will be reimbursed up to 20% of the maximum amount of the insured annual earnings.

#### **15 Funeral costs**

The cost of funeral will be reimbursed, provided it does not exceed seven times the maximum insured daily earnings.

## **Daily allowances**

### **16 Entitlement and amount**

If the insured person is fully or partially unable to work as the result of the accident, he is entitled to a daily allowance.

The daily allowance will be paid per calendar day from the third day after the date of the accident. The daily allowance for full disability is 80% of the insured earnings, and correspondingly less for partial inability to work.

Daily allowances are not payable as long as daily allowances for DI or maternity benefits (EO) may be claimed.

### **17 Deduction in case of hospitalization**

During hospitalization, the following deductions are made from the daily allowances for subsistence expenses:

- a) 20% of the daily allowance, but not more than CHF 20 for single persons without obligations for family maintenance or towards dependents;
- b) 10% of the daily allowance, but not more than CHF 10 for married persons and for single persons with obligations for family maintenance or towards dependents, insofar as para c) is not applicable;
- c) no deductions are made for married or single persons who have to care for minor children or those undergoing education or training.

## **Disability pension**

### **18 Entitlement and amount**

If the insured person becomes disabled as the result of an accident, he is entitled to a disability pension. The pension for full disability is 80% of the insured earnings, and correspondingly less for partial disability.

If the person insured was older than 45 at the time of the accident, there will be a pension reduction when he or she reaches the proper retirement age. If the accident occurs after the person insured reaches the proper retirement age, he or she will have no right to a disability pension.

If the insured person is entitled to a DI or an OASI pension, he will be granted a supplementary pension to make up the OASI or DI pension to 90% of the insured earnings, but not more than the maximum amount payable for full or partial disability.

## **19 Review**

If the pensioner's degree of disability changes significantly, the pension will be raised or reduced accordingly or discontinued from then on.

## **Allowance for physical or mental impairment**

### **20 Entitlement**

If the insured person's physical, mental or psychological condition is permanently and considerably impaired as a result of an accident, he is entitled to a commensurate allowance for such impairment in the form of a cash payment.

## **Long-term care allowance**

### **21 Entitlement**

If, due to disability, the insured person permanently requires the assistance of or supervision by another person to cope with his activities of daily living, he is entitled to a long-term care allowance.

## **Survivors' pensions**

### **22 Entitlement**

If the insured person dies as a consequence of the accident, the surviving spouse and children are entitled to survivors' pensions as provided for in the applicable legislation.

### **23 Amount of pensions**

The survivors' pensions amount to the following percentages of the insured earnings: 40% for widows and widowers, 15% for orphans deprived of one parent, 25% for full orphans, maximum 70% for several survivors in all.

If the survivors are entitled to pensions from OASI or DI, they will be granted a supplementary pension to bring the OASI or DI pension up to 90% of the insured earnings in all, but not more than the total amount payable according to the aforesaid scale.

## **Insured salary**

### **24 Maximum amount**

Daily allowances and pensions are computed in relation to the insured earnings. The insured earnings per person are understood to be the pensionable earnings according to OASI, subject to a ceiling of CHF 148'200 per annum, or CHF 406 per day (from 1.1.2016). The insured earnings are also understood to be those earnings on which no contributions to OASI are payable on account of the insured person's age, furthermore family allowances granted as children's, education and training, or housekeeping allowances.

## **Indexing of pensions to the cost of living**

### **25**

Pensions are linked to the cost of living and will be adjusted as a rule every two years in line with the Swiss consumer price index.

## **Reduction and refusal of insurance benefits**

### **26 Concurrence of various causes of health impairments**

Disability pensions, allowances for impairments and survivors' pensions will be reduced appropriately if the health impairments or death are only partly due to the result of an accident.

### **27 Culpable inducement of accident**

If the insured person deliberately causes damage to his health or death, there will be no entitlement to insurance benefits, except for interment costs.

If the insured person has caused the accident by gross negligence, the benefits for non-occupational accidents paid in the first two years will be reduced or, in particularly serious cases (crime, offences), refused.

If a survivor has deliberately caused the death of the insured person, he has no claim to monetary benefits.

If a survivor has caused the death of the insured person by gross negligence, the monetary benefits payable to him will be reduced; in particularly serious cases they may be refused.

## **28 Extraordinary hazards**

All insurance benefits will be refused in respect of accidents that occur while the insured person is in foreign military service or participating in warlike likes, acts of terrorism or organized crime.

Monetary benefits will be reduced by at least half in the case of accidents which occur due to

- a) participation in a fight, unless the insured person was injured by the persons fighting while trying to assist a defenceless person or was an innocent bystander;
- b) hazards to which the insured person exposes himself by severely provoking others;
- c) participation in civil commotions.

## **29 Hazardous risks**

In the case of non-occupational accidents originating from a hazardous risk, the monetary benefits will be reduced by half, or, in particularly serious cases, refused. Hazardous risks are actions that expose the insured person to a particularly high level of danger, where the insured has not taken or was not able to take the precautions needed to limit the risk to a sensible level. However, actions taken to rescue other persons are insured even if they are to be considered hazardous.

## Procedure in case of an accident

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#### Notification of the accident

The person having suffered an accident, or that persons' relatives, must notify the employer or the insurer of the accident without delay.

The employer must notify the insurer immediately upon learning that an insured person has suffered an accident.

### 31

#### Consequences of delayed notification

Should the insured person or his survivors fail to report an accident without reasonable excuse, the insurer may reduce certain or all benefits by half for the period of the delay or overall or – in the case of deliberately false notification – refuse to pay any benefits at all.

If the employer fails to report an accident without reasonable excuse, the insurer may hold him liable for any financial consequences.

### 32

#### Medical examination

The insured person must undergo medical examinations as required by the insurer, at the latter's expense.

## Premiums

### 33

#### Compulsory contributions

The premiums for the mandatory insurance of occupational accidents and occupational illnesses are to be paid by the employer.

The premiums for the mandatory insurance of non-occupational accidents are borne by the employee, in the absence of any other arrangements in favour of the employee.

The entire premium is payable by the employer, who will deduct the employee's share from the latter's payroll.

### 34

#### Due date, payment period

The premium is determined per insurance year and is payable in advance at the date specified in the policy. The period for premium payment is one month after the due date. If this deadline is not observed, the employer will be charged with default interest of 0,5 percent per month from expiry of this period.

### 35

#### Premium adjustment

The provisional premium stated in the policy must be paid at the beginning of each insurance year. The final premium is determined at the end of the insurance year on the basis of data to be provided by the policyholder.

The final premium will be adjusted on the basis of the pensionable earnings according to OASI, as long as these earnings do not exceed the maximum insured earnings. Further details can be found on the earnings statement form.

If a blanket premium has been agreed upon, there is no need for a final premium adjustment. However, the policyholder is nevertheless obliged to keep an account of the earnings.

The insurer has the right to check the particulars given by the policyholder by inspecting all the relevant documents (earnings statement, OASI statements, etc.).

## Accident prevention

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#### Statutory regulations

Regulations on the prevention of accidents and occupational illnesses are prescribed by law.

### 37

#### Duties of the employers and employees

The employer, in cooperation with the employees, must take all measures appropriate to the given circumstances. The employees are obliged in particular to make use of personal protection equipment and the safety facilities provided.

