

Supplementary accident insurance (SAI)

General Policy Conditions (GPC)

2023-04 edition

Summary of key features

For companies based in the Principality of Liechtenstein, the following customer information provides an overview of our identity as an insurer and the key content of the insurance contract in accordance with Art. 3 of the Swiss Federal Act on Insurance Policies (IPA) and the Liechtenstein Insurance Contract Act (ICA). The insurance contract consists of the offer/application, any health declarations, the insurance policy, the General Policy Conditions (GPC) and any Special Policy Conditions (SPC).

Please note that the insured risks and the insured persons are agreed individually and any claims to benefits are based on your own insurance contract. The rights and obligations of the contracting parties arise from the insurance contract and the applicable statutory provisions, in particular the IPA or ICA.

Who is the insurance provider?

The insurance provider is Elips Life Ltd (hereinafter referred to as "elipsLife"), Vaduz in Liechtenstein, Swiss branch in Zurich, Thurgauerstrasse 54, 8050 Zurich.

Who is the policyholder?

The policyholder is the natural person or legal entity concluding the offer/application or insurance policy and acting as the contracting partner.

Who is insured?

Basically all employees, regardless of their place of residence, who have an employment relationship with the employer (the policyholder) and are subject to mandatory accident insurance are covered.

Self-employed persons and their family members working for the company who do not pay OASI contributions are also insured provided their names are mentioned in the insurance contract.

What is insured?

Occupational and non-occupational accidents as well as occupational illnesses occurring or arising during the term of this supplementary accident insurance and which are also liable to mandatory accident insurance compensation are covered. The insurance cover applies worldwide.

elipsLife's obligation to provide benefits extends to the actual damage incurred up to the maximum agreed insured sum, taking account of third-party benefits. It therefore comprises indemnity insurance rather than fixed sum insurance. This applies in particular to the provision of costs of treatment, daily sickness benefits and disability pensions. However, third-party benefits are not taken into account in the case of disability, death and daily hospital benefits. These benefits thus comprise fixed sum insurance.

What services does elipsLife provide?

The following information concerns the insurance cover available. A conclusive general description of the insurance cover and its limitations can be found in the Policy Conditions. Details of the insurance cover selected by the policyholder and individual details such as the agreed sum insured can be found in the insurance contract. The insurance cover covers the following points.

Optional cover components:

- Costs of treatment (medical treatment, property damage, travel, transport and rescue costs, transport of corpses, aids, alternative and complementary medicine, domestic help, maintenance costs during a stay at a treatment facility)
- Hospital daily allowance
- Daily benefits for incapacity to work of at least 25%
- Lump-sum disability and death benefits
- Disability pension
- Survivors' pensions
- Special risk (reductions in mandatory accident insurance benefits in the event of gross negligence or risks)

Recurring benefits are compensated as follows:

- | | |
|--|---|
| • Medical treatment | Only until receipt of a disability pension under mandatory accident insurance or regaining of capacity to work |
| • Hospital daily allowance | For the duration of the hospital stay up to a maximum of 730 days within five years of the date of the accident |
| • Daily allowances | Only until receipt of a disability pension under mandatory accident insurance or regaining of capacity to work |
| • Daily allowances for relapses and long-term consequences of previous accidents | Only for the duration of the employer's obligation to continue the payment of wages |
| • Disability pension | Lifelong entitlement |

- Survivors' pensions Only until remarriage of the surviving spouse and not beyond the 18th birthday or completion of education (max. up to age 25) of the surviving children

All entitlements expire on the death of the insured person or beneficiary.

Persons who are incapable of working at the time of termination of their employment relationship or of their insurance contract remain entitled to benefits until the expiry of the benefit period, provided benefits are still payable under mandatory accident insurance.

If the insurance contract is terminated and treatment for an existing accident has not yet been completed, elipsLife will bear the costs of treatment for the accident for up to five years following the date of the accident, up to a maximum of CHF 25 000.

elipsLife case management supports sick or injured persons during the recovery and reintegration process. Rapid and long-term reintegration of affected persons helps the company to reduce the costs of long-term cases.

What are some of the benefits not covered?

The following are not covered:

- Incapacity to work existing at the beginning of insurance
- Consequences of accidents and occupational illnesses for which another insurer is liable
- Incapacity to work during unpaid leave

The most common exclusion clauses that do not entail an entitlement to benefits are listed below:

- Stay abroad during incapacity to work without the explicit permission of elipsLife.
- Consequences of war, civil unrest, criminal offences and brawls if the insured person is involved.
- Consequences of war and civil unrest when travelling abroad to a country for which the Federal Department of Foreign Affairs (FDFA) has issued a travel warning. If the insured person is surprised by a war, insurance cover is granted temporarily. He or she must leave such country within 14 days.
- Consequences of earthquakes in Switzerland and Liechtenstein.
- Consequences of a blood alcohol concentration of $\geq 1.8\text{‰}$.
- Consequences of particularly major hazards, so-called risks:
This exclusion of cover does not apply if the special risk is also covered.
- Consequences of suicide or self-mutilation.

A full list of exclusion clauses can be found in Art. 4.1. GPC.

How much is the premium and when is it due?

The amount of the premium depends on the insured risk and insured cover. The premium is derived from the total company OASI payroll multiplied by the premium rate under the insurance contract and is payable in advance by the policyholder. The due date of the premium is stated in the premium invoice. Insofar as the total payroll in question is not fixed, the premiums for the insured employees are fixed annually on a provisional basis. The definitive premium invoice is issued after expiry of the insurance year on the basis of the salaries to be declared.

If you as policyholder fall into arrears with your premium payments, interruption in cover will take effect following expiry of the reminder period. Should you experience financial difficulties, we recommend that you contact us as soon as possible.

What are the main obligations of the policyholder?

- Timely settlement of premiums and notification of actual salaries for calculation of the definitive premium invoice
- Timely notification of claims
- Informing the insured person of the extent of coverage and their rules of conduct as well as their right to transfer to individual insurance upon leaving the company
- Notification of changes in contract-relevant factors (increase in risk)

A complete list of these obligations can be found in Art. 8 GPC.

When does the contract start and end?

The start date is the date agreed in the insurance contract. Regardless of the agreed term, you may terminate the insurance contract after three years at the latest. After expiry of the term of insurance, the contract is tacitly renewed for another year, unless you give notice three months prior to the end of the calendar year.

The insurance contract expires automatically and with immediate effect upon cessation of business activities or transfer of the company's registered office to a foreign country.

You will receive at least 30 days' notice of premium adjustments by elipsLife. In such circumstances you are entitled to terminate the insurance contract with effect from the end of the current calendar year.

How is a profit sharing calculated and settled?

You can optionally agree a profit sharing, but it does not apply to annuity benefits. The insurance benefits provided and reserved, together with the applicable portion of the premiums for the bonus period, which normally amounts to three years, are relevant for settlement. Your entitlement to profit sharings arises at the end of each bonus period, and settlement takes place as soon as the premiums have been paid in full. Insurance benefits provided and reserved are deducted from the applicable portion of the premiums. If there is a positive difference, it is refunded in the form of a credit note.

How does elipsLife treat your data?

In order to assess the risk to be insured before conclusion of the insurance contract and to process the contractual relationship, in particular in the event of a claim, elipsLife requires personal data from the policyholder and the insured persons. Consent to the collection and use of health data as well as corresponding declarations regarding the release from the duty of confidentiality are obtained from insured persons in individual cases.

elipsLife processes data arising from the contract documents or processing of the contract and uses it in particular for determining the premium, for risk clarification, for processing claims, for statistical evaluations and for marketing purposes. The data are stored physically or electronically.

The policyholder and the insured persons may request information about the data stored about them. In addition, the policyholder and the insured persons may request the correction of their data if the latter are inaccurate or incomplete. These rights may be exercised at the following address: elipsLife, Compliance, Thurgauerstrasse 54, 8050 Zurich or compliance@elipsLife.com.

Can you revoke your application for conclusion of a contract?

No. You have no right of revocation with regard to occupational personal insurance.

When do you have to notify us of a claim?

If an event is likely to result in insurance benefits, it must be reported immediately. A doctor's certificate stating the degree and duration of any incapacity to work must be submitted together with the notification.

Period of validity of insurance cover

Insurance cover applies to all insured claims which arise during the term of insurance within the scope of the employment relationship and which are liable to mandatory accident insurance compensation.

Termination of insurance cover is followed by an extension for non-occupational accidents limited to 31 days. However, for part-time employees who work fewer than eight hours per week and are insured only for occupational accidents, insurance cover ceases on the last day of work. If an insured person takes up a new position beforehand, insurance cover ends upon commencement of the new position.

For claims which arise during the interruption of cover (if despite receiving a reminder no payment has been made by the policyholder by the end of the reminder period), insurance cover is suspended until the overdue premium has been paid in full. There is no entitlement to benefits even if the premium is paid retrospectively for claims which arise during the suspension of the obligation to provide benefits.

Complaints

Your agent and elipsLife will ensure that your concerns are dealt with professionally. However, if you are still dissatisfied, you can address your complaint to the following office:

elipsLife
Compliance
Thurgauerstrasse 54
P.O. Box
8050 Zurich

If you are not satisfied with our answer, you can also complain to the relevant supervisory authority:

Financial Market Authority Liechtenstein
Landstrasse 109
P.O. Box 279
LI-9490 Vaduz

Supplementary accident insurance (SAI)
General Policy Conditions (GPC)
for Switzerland and Liechtenstein

Contents

1.	Basis of insurance	6
1.1.	Insurance provider	6
1.2.	Basis of the contract	6
1.3.	Object of the insurance	6
1.4.	Insured accidents and occupational illnesses	6
1.5.	Insured persons	6
1.6.	Geographical validity	6
1.7.	Temporal scope	6
1.8.	Male and female form	6
2.	Insurance benefits	7
2.1.	Treatment costs	7
2.2.	Daily hospital allowance	8
2.3.	Daily allowance	8
2.4.	Disability claim	8
2.5.	Death	10
2.6.	Pension benefits	11
2.7.	Insurance of payment of salary following death	11
2.8.	Special risk	11
2.9.	Maximum cover	11
2.10.	Insurance protection during unpaid leave	11
3.	Insurance options	12
3.1.	Salary system	12
4.	Restrictions on the extent of coverage	12
4.1.	Exclusions	12
4.2.	Reductions	13
4.3.	Causation of death by a beneficiary	13
5.	Beginning and end of insurance cover	14
5.1.	Beginning of insurance cover	14
5.2.	End of insurance cover	14
5.3.	Transfer to individual insurance	14
6.	Beginning, duration and end of the insurance contract	15
6.1.	Start of contract	15
6.2.	Contract duration	15
6.3.	Termination of contract	15
7.	Premiums	15
7.1.	Premium calculation	15
7.2.	Advance premium	15
7.3.	Premium invoice and right of inspection	15
7.4.	Premium payment and due date	16
7.5.	Late payment	16
7.6.	Premium adjustments	16
7.7.	Profit sharing	16
8.	Claims and obligations in the event of a claim	17
8.1.	Obligations in the event of a claim	17
8.2.	Mitigation of damage	17
8.3.	Duty to inform	17
8.4.	Due date and payment of insurance benefits	17
8.5.	Right of recourse	18
9.	Customer data and data protection	18
10.	Final provisions	19
10.1.	Offsetting	19
10.2.	Assignment and pledging	19
10.3.	Place of deployment	19
10.4.	Notifications	19
10.5.	Place of jurisdiction	19
10.6.	Policyholder's duty to inform	19
10.7.	Policyholder's reporting obligation	19
10.8.	Official language	19
11.	Glossary	20
11.1.	Abbreviations used	20

1. Basis of insurance

1.1. Insurance provider

The insurance provider is Elips Life Ltd (hereinafter referred to as "elipsLife"), Vaduz in Liechtenstein, Swiss branch in Zurich, Thurgauerstrasse 54, 8050 Zurich.

1.2. Basis of the contract

The insurance contract consists of the offer and insurance application including any health declarations, the insurance policy, the Special Conditions (SPC) contained in the insurance policy and these General Policy Conditions (GPC). If an issue is not expressly dealt with in the insurance contract, the Federal Act on Insurance Policies (IPA) or the Liechtenstein Insurance Contract Act (ICA) for policyholders domiciled in Liechtenstein applies.

In the interests of readability, the Swiss Federal Act on Accident Insurance (AIA) and its associated ordinance (AIO) are mentioned in the text. Policyholders domiciled in Liechtenstein are subject to the corresponding Liechtenstein acts and ordinances (UVersG, UVersV). Insofar as reference is made in the policy conditions to certain articles from the AIA or the AIO, the corresponding provisions of the UVersG or UVersV apply to policyholders domiciled in Liechtenstein.

1.3. Object of the insurance

elipsLife insures the economic consequences of accidents and occupational illnesses within the scope of the agreed benefits.

1.4. Insured accidents and occupational illnesses

The insurance covers occupational and non-occupational accidents, including occupational illnesses, which occur or are caused during the term of this supplementary insurance and are liable to compensation under the AIA. Accidents occurring during Swiss military service or in the course of other activities covered by Swiss military insurance (MI) are also covered. Such accidents are considered non-occupational accidents within the meaning of the AIA.

If the insured person is insured for non-occupational accidents under the AIA, the insurance also covers accidents arising from other professional occupations or during subsequent free time prior to resuming work at the insured company. The provisions of Art. 3.1.3. and Art. 4.2.2. of these GPC remain reserved.

1.5. Insured persons

The persons or groups of persons listed in the insurance policy are insured. Staff seconded to the policyholder by third-party undertakings are excluded from this supplementary insurance.

1.6. Geographical validity

The insurance is valid worldwide.

1.7. Temporal scope

elipsLife provides the insured benefits during the term specified in the insurance policy, but not beyond the end of the insurance contract or after the insured benefits in accordance with this contract have been exhausted.

1.8. Male and female form

elipsLife is committed to the equality of men and women. In the interests of readability, the masculine and feminine genders are not used simultaneously.

2. Insurance benefits

2.1. Treatment costs

If the costs of treatment are covered, elipsLife assumes the following recognised but not covered costs in accordance with the AIA and the Swiss Military Insurance Act (MIA) (Art. 2.1.1. to 2.1.7. of these GPC).

2.1.1. Medical treatment

elipsLife assumes the necessary outlays for medical treatment in Switzerland, Liechtenstein and abroad by a service provider in accordance with Art. 10 AIA as well as the costs of stays in the semi-private or private ward of hospitals and rehabilitation clinics in Switzerland, Liechtenstein and abroad.

For medical treatment abroad, the following applies: if the insured person is medically fit for transport, elipsLife decides whether the costs of medical treatment in Switzerland, Liechtenstein or abroad are to be borne.

2.1.2. Property damage

elipsLife covers the costs of damage caused by an accident to objects replacing a part of the body or a bodily function. For eyeglasses, contact lenses, hearing aids and dental prostheses, a claim for compensation exists only if there is a bodily injury requiring treatment. Expenses for the repair or replacement (replacement value) of the aforementioned items are taken into consideration.

2.1.3. Travel, transport and rescue costs

elipsLife assumes the costs for:

- a) all rescue and rescue measures required as a result of the accident, whereby the costs incurred in a search for the insured person are limited to CHF 40 000,
- b) all transport operations necessary as a result of the accident, but only by air if they are unavoidable for medical or technical reasons.

Any travel costs saved as a result of accident-related transport or reimbursements resulting from unused rail, air and ship tickets must be offset against elipsLife's obligation to provide benefits.

2.1.4. Transport of corpses

elipsLife assumes the necessary costs for the transport of the fatal accident victim to the place of burial (including the costs of any official border formalities). Anyone who proves that they have paid these costs will be reimbursed. If the transport of the corpse includes travel for a family member of the deceased, elipsLife assumes the travel costs for one person (rail first class, flight economy class).

2.1.5. Medical aids

elipsLife covers the expenses for the first-time purchase of prostheses, eyeglasses, hearing aids and orthopaedic aids. Repairs or replacements (replacement value) are also covered if such aids are damaged or destroyed in the event of an accident leading to insured medical treatment. The costs of mechanical forms of transport and the construction, alteration, letting and maintenance of properties are not reimbursed. The outlays for aids are generally assessed according to their effectiveness, expediency and cost-effectiveness (WZW criteria).

2.1.6. Alternative and complementary medicine

elipsLife makes a limited contribution per accident to the actual costs of alternative or complementary medical treatments, unless they are subject to compensation under mandatory accident insurance and provided that the treatment is performed by a therapist recognised in accordance with the Experience Register (EMR). The contribution per accident amounts to a maximum of CHF 150 per session and is limited to a maximum of 20 sessions in total.

2.1.7. Domestic help

elipsLife makes a contribution for each accident to the actual costs of domestic assistance provided to the insured person's household of up to CHF 100 per day, up to a maximum of CHF 6 000 in total. The condition for receiving this benefit is certified incapacity to work of at least 50%, and the domestic help may not live in the same household as the insured person.

2.1.8. Third-party benefits

If the insured person is also entitled to benefits from mandatory accident insurance (AIA), invalidity insurance (IV), Swiss military insurance (MI) or other insurance benefits, or if a liable third party has provided such benefits, elipsLife supplements these benefits up to the amount of the costs of treatment incurred (indemnity insurance).

2.1.9. Maintenance costs during a stay at a treatment facility

The deduction of maintenance costs during a stay at a treatment facility which is made by the AIA insurance from the daily allowance is covered by this insurance.

2.1.10. Level and duration of benefits

elipsLife assumes the necessary costs of treatment without time or amount limit as long as benefits are due under mandatory accident insurance or Swiss military insurance (MI).

If the present insurance contract expires and the treatment of an accident has not yet been completed, elipsLife will reimburse the costs of treatment for the accident concerned beyond the expiry of the contract, but for a maximum of five years from the date of the accident in accordance with the AIA/UVersG. elipsLife will pay for any subsequent costs of treatment if and insofar as the costs of treatment have not yet exceeded the amount of CHF 25 000.

2.2. Daily hospital allowance

elipsLife will pay the agreed daily hospital allowance for the duration of the medically prescribed hospital or rehabilitation stay (in addition to any insured daily allowance and costs of treatment), but for no longer than 730 days within five years from the date of the accident. Benefits from other insurers and from liable third parties are not taken into account (fixed sum insurance).

2.3. Daily allowance

2.3.1. Duration of benefit

elipsLife will pay the daily allowance up to the date of commencement of the AIA disability pension in accordance with the ruling of the AIA insurer, but not beyond. Entitlement to the daily allowance ceases on regaining full capacity to work, on gaining entitlement to a lump-sum disability benefit or disability pension in accordance with the ruling of the AIA insurer, and on the death of the insured person.

2.3.2. Entitlement and waiting period

The daily allowance begins on the first day of incapacity to work as determined by a doctor, but no earlier than three days before the initial medical treatment. No compensation is paid for the day of the accident itself and the agreed waiting period. The waiting period begins with the medical confirmation of incapacity to work, at the earliest, however, on the day following the accident. Days with partial incapacity to work are counted as full days when calculating the waiting period. In the event of partial incapacity to work, the amount of the daily allowance depends on the degree of incapacity to work. The prerequisite for receiving a daily allowance is incapacity to work of at least 25 percent. Benefits from other insurers and from third parties liable to pay benefits are taken into account (indemnity insurance).

2.3.3. Daily allowance for relapses and long-term consequences of previous accidents

In the event of relapses or long-term consequences of previous accidents which were not insured or for which there is no longer any obligation to pay benefits under the previous insurance, elipsLife will pay the following benefits provided the insured person has been employed by the policyholder for at least three months:

- a) in the event of the insured person's incapacity to work, the policyholder's obligation to continue the payment of wages within the meaning of Art. 324a CO, if a daily allowance is insured.
- b) upon the death of the insured person, the OASI salary owed by the policyholder to the survivors in accordance with Art. 338 cl. 2 CO, if a lump-sum death benefit is also insured.

An undertaking by the policyholder to pay the salary beyond the statutory period does not give rise to any entitlement to benefits.

2.4. Disability claim

Entitlement to disability benefits is reviewed at the earliest at the point in time when the continuation of medical treatment is no longer likely to lead to any significant improvement in the insured person's state of health. Should the accident result in a disability that according to medical theory is likely to be permanent, elipsLife will pay the lump-sum disability benefit, which is determined by the degree of disability, the agreed sum insured and the benefit variant selected. Benefits from other insurers and from liable third parties are not taken into account (fixed sum insurance).

The disability based on medical theory is determined schematically by the consulting physician on the basis of the principles set out in Art. 2.4.1 of these GPC. Any disability or incapacity to work resulting from the event is not taken into account. The insured person alone is exclusively entitled to the lump-sum disability benefit (IV lump sum). Entitlement to an IV lump sum expires on the death of the insured person.

2.4.1. Calculation of degree of disability

- The Federal Ordinance on Accident Insurance (AIO, Annex 3; UVersV, Annex 4) and Suva fine grading tables 1-22 are used to determine the degree of disability. In the case of only partial loss or partial loss of function, a correspondingly lower degree of disability applies.
- In the case of simultaneous loss or simultaneous loss of function of more than one part of the body, the degree of disability is normally calculated by adding up the percentages but may not exceed 100%.
- If parts of the body, bodily functions or psychological and mental functions affected by the accident were already partially or totally lost or incapable of functioning prior to the accident due to illness, congenital disability or other accidents, the degree of disability is determined by deducting from it the degree of disability already existing as determined in accordance with the above principles. If the consequences of an accident are aggravated by such non-accident-related factors occurring at the same time, a proportionate reduction is made.
- Any changes in the degree of disability occurring after the degree of disability has been determined, including relapses and long-term consequences, are not taken into account.

2.4.2. Calculation of the lump-sum disability benefit

If no progression is agreed, the lump-sum disability benefit is calculated using factor 1 from the degree of disability and the sum insured. If a progression is agreed, the factor is determined on the basis of benefit options A or B and the lump-sum disability benefit is calculated accordingly. Variant A corresponds to a progression of 225% and variant B to one of 350% for 100% disability:

Degree of disability (DoD)	Variant A	Variant B
DoD proportion ≤ 25%	1x DoD proportion	1x DoD proportion
DoD proportion >25% ≤ 50%	2x DoD proportion	3x DoD proportion
DoD proportion >50%	3x DoD proportion	5x DoD proportion

For a degree of disability of 70% and Variant A, this results in a factor of 135% (25%*1+25%*2+20%*3).

Benefits as a percentage of the agreed sum insured for disability are thus paid as follows:

Degree of disability	Variant A	Variant B	Degree of disability	Variant A	Variant B
25%	25%	25%	63%	114%	165%
26%	27%	28%	64%	117%	170%
27%	29%	31%	65%	120%	175%
28%	31%	34%	66%	123%	180%
29%	33%	37%	67%	126%	185%
30%	35%	40%	68%	129%	190%
31%	37%	43%	69%	132%	195%
32%	39%	46%	70%	135%	200%
33%	41%	49%	71%	138%	205%
34%	43%	52%	72%	141%	210%
35%	45%	53%	73%	144%	215%
36%	47%	58%	74%	147%	220%
37%	49%	61%	75%	150%	225%
38%	51%	64%	76%	153%	230%
39%	53%	67%	77%	156%	235%
40%	55%	70%	78%	159%	240%
41%	57%	73%	79%	162%	245%
42%	59%	76%	80%	165%	250%
43%	61%	79%	81%	168%	255%
44%	63%	82%	82%	171%	260%
45%	65%	85%	83%	174%	265%
46%	67%	88%	84%	177%	270%
47%	69%	91%	85%	180%	275%
48%	71%	94%	86%	183%	280%
49%	73%	97%	87%	186%	285%
50%	75%	100%	88%	189%	290%
51%	78%	105%	89%	192%	295%
52%	81%	110%	90%	195%	300%
53%	84%	115%	91%	198%	305%
54%	87%	120%	92%	201%	310%
55%	90%	125%	93%	204%	315%
56%	93%	130%	94%	207%	320%
57%	96%	135%	95%	210%	325%
58%	99%	140%	96%	213%	330%

59%	102%	145%	97%	216%	335%
60%	105%	150%	98%	219%	340%
61%	108%	155%	99%	222%	345%
62%	111%	160%	100%	225%	350%

2.4.3. Compensation for grievous and permanent bodily and/or mental injury

elipsLife will pay the following compensation for permanent and severe disfigurement of the body (aesthetic damage such as scars) caused by an accident for which no lump-sum disability benefit is due, but which nevertheless impedes the social status of the insured person:

- ten percent of the sum insured agreed in the insurance policy for disability (without progression) in the event of facial blemish and/or
- five percent if other normally visible parts of the body are disfigured.

The benefit for aesthetic damage is limited to CHF 20 000.

2.4.4. Payment in the form of a pension

If the insured person has reached the age of 65 when the degree of disability is determined, the insurance benefit for permanent disability within the meaning of the above provisions will be paid out in the form of a lifetime pension. The pension is determined definitively (age at disability ruling is decisive) and is payable quarterly in advance. The insured person is the only entitled beneficiary.

Age at ruling	Annual pension per CHF 1 000 lump-sum disability benefit
66	CHF 68
67	CHF 71
68	CHF 74
69	CHF 77
ab 70	CHF 80

2.4.5. Retraining costs due to occupational illnesses

If retraining is necessary in respect of an occupational illness for which the AIA insurer has provided benefits, elipsLife will assume the appropriate costs of this in addition to the AIA and IV insurance up to a maximum of 10% of the insured disability sum without progression.

2.5. Death

If the insured person dies as a result of an accident, elipsLife will pay the sum insured in the event of death less any disability compensation already paid for the same accident. If the injured person is under 16 or over 65, the lump-sum death benefit may not exceed CHF 20 000.

The order of beneficiaries is as follows:

- the surviving spouse or registered partner; in the absence of whom
- an unmarried or non-registered and unrelated life partner (including same sex) who had cohabited with the deceased in a marriage-like relationship in the same household continuously in the last five years prior to the latter's death; in the absence of whom
- the children; in the absence of whom
- the natural person specified in the insured person's will as beneficiary of the lump sum; in the absence of whom
- the parents; in the absence of whom
- the siblings.

The presence of persons in a group of persons excludes the entitlements of all subsequent groups of persons. If there are multiple persons within a group of eligible beneficiaries, all persons are entitled to equal shares.

If there are no eligible beneficiaries, elipsLife will only reimburse the burial costs up to a maximum of ten percent of the insured sum in the event of death, up to a maximum of CHF 10 000. Eligible beneficiaries of an insured person will receive the benefits even if they disclaim the inheritance.

The benefits do not form part of the deceased person's estate.

Benefits from other insurers and from liable third parties are not taken into account (fixed sum insurance). Any lump-sum disability benefit already paid out for the same accident is taken into account when calculating the lump-sum death benefit.

2.6. Pension benefits

Within the framework of surplus salaries, pension benefits may be insured in addition to or instead of fully funded benefits in accordance with Art. 2.4 and Art. 2.5 of these GPC. The benefits payable become due as soon as the likelihood of permanent disability has been established (start of pension in accordance with the AIA) and any daily allowances paid by the AIA insurer have ceased. The provisions of the AIA apply to the purchase of pension benefits. No cost of living adjustment is made to pensions. Benefits from other insurers and from third parties liable to pay benefits are taken into account (indemnity insurance).

2.6.1. Survivors' pensions within the framework of surplus salaries

elipsLife pays the agreed survivors' pensions in the event of death.

Survivors' pensions amount to the following percentage of the insured surplus salary:

- a) for widows and widowers: 40%
- b) for half-orphans: 15%
- c) for full orphans: 25%
- d) for multiple survivors collectively no more than: 70%

Survivors' pensions are paid for the same period as pensions in accordance with the AIA. The divorced spouse is not entitled to a survivor's pension. The provisions relating to the supplementary pension do not apply.

2.6.2. Disability pensions within the framework of surplus salaries

elipsLife pays the agreed disability pension in the event of total disability in accordance with the provisions of the AIA and correspondingly less for partial disability in accordance with the degree of disability. The disability pension is paid for the same period as pensions in accordance with the AIA. In all other respects, the provisions of the AIA apply but those relating to the supplementary pension do not apply.

2.7. Insurance of payment of salary following death

If an employee dies as a result of an insured accident and is survived by a spouse or minor children or, in their absence, other persons to whom the employee has provided financial support, elipsLife shall reimburse the statutory obligation incumbent on its policyholder as employer to continue salary payments within the meaning of Art. 338 cl. 2 CO (or Art. 1173a ABGB [Luxembourg Civil Code] / Art. 58 cl. 2). elipsLife shall waive counting any insurance and employee benefits due to the survivors of the deceased employee towards this salary following death. Any obligation entered into by the policyholder to grant the salary for an extended period supplementary to the statutory regulations will not be taken into account. The aforementioned benefits are only provided if a daily allowance and/or lump-sum death benefit are also covered by this contract.

2.8. Special risk

If the special risk is also insured, the reductions in and refusals of benefits according to the AIA and MI in the case of accidents due to gross negligence or risks are assumed. elipsLife also waives any reductions in and refusals of benefits relating to accidents due to risks in the case of the supplementary agreement concluded. Exceptional risks within the meaning of Art. 39 AIA do not count as insured special risks.

If benefits are due from a liable third party or its insurer, these are deducted in full from the benefits provided by elipsLife. If pension benefits are due, elipsLife reserves the right to settle the pension obligations by way of a lump-sum settlement. elipsLife is entitled to this right of lump-sum settlement both at the beginning and during the annuity period. The lump sum is calculated in accordance with the Suva guidelines (capitalisation of pensions at end of year).

2.9. Maximum cover

The amount of the maximum insurable salary per person per year is set out in the contract and is generally limited to CHF 300 000.

2.10. Insurance protection during unpaid leave

If, due to unpaid leave, the insured person has concluded a negotiated insurance arrangement following the extension period in accordance with Art. 3 cl. 3 AIA and the employment contract is still in force, cover is provided within the scope of the insured benefits of AIA supplementary insurance.

However, there is no entitlement to daily sickness benefits during unpaid leave. If the insured person has an accident during this period, the days between the onset of the incapacity to work and the planned resumption of work are credited to the waiting period.

Supplementary premiums are waived for all insured benefits during unpaid leave.

3. Insurance options

3.1. Salary system

The insurance can be concluded using a salary system, with premiums and cash benefits calculated on the basis of salaries or insured earnings.

3.1.1. AIA salary

The benefits are calculated on the basis of the salary declared to elipsLife. The AIA salary comprises the insured earnings in accordance with Art. 22 of the AIO up to the legally stipulated maximum amount.

3.1.2. Surplus salary

The portion of the salary in excess of the AIA ceiling counts as the surplus salary. The maximum insurable surplus salary per person per year is calculated as the difference between CHF 300 000 and the salary corresponding to the AIA maximum. For insured persons who have voluntarily joined AIA insurance, the salary agreed in advance with elipsLife forms the basis for calculating the insurance benefits. If a fixed annual salary has been agreed, this counts as insured earnings.

The surplus salary is calculated in accordance with the provisions of the AIA or UVersG. If the earnings consisting of the OASI gross salary plus local and industry-standard family allowances exceed the maximum salary pursuant to the AIA/UVersG, the portion in excess (above the maximum salary pursuant to the AIA/UVersG) is taken into account as surplus salary. Notwithstanding this, the maximum salary as per the insurance contract applies in all cases.

3.1.3. Multiple employers

If the insured person was working for more than one employer at the time of the accident, only the earnings drawn from the policyholder are considered.

3.1.4. Salary adjustments

Salary increases and reductions due to a change in the level of employment or general salary adjustments (e.g. through collective employment contracts) are taken into account if they have been agreed in writing prior to the onset of the incapacity to work. The insured sum serves as the basis for calculating the death coverage.

4. Restrictions on the extent of coverage

4.1. Exclusions

Accidents and occupational illnesses are excluded from the insurance:

- a) that are directly or indirectly related to acts of war or civil unrest. This restriction does not apply to events directly or indirectly connected with warlike events or civil unrest to which the insured person was exposed during their stay outside Switzerland or Liechtenstein and in which they were not actively involved. The following provision is reserved in the case of voluntary stays in a crisis area.
- b) that occur in a region to which the insured person has travelled despite a warning from the Federal Department of Foreign Affairs (FDFA), or which the insured person has not left within 14 days of such a warning being issued. (www.eda.admin.ch)
- c) that occur as a result of earthquakes in Switzerland and Liechtenstein.
- d) that occur as a result of exceptional risks. Such risks include:
 - foreign military service,
 - participation in acts of war, acts of terrorism and gang crime,
 - the consequences of disturbances of all kinds, unless the insured person can prove that they were not involved on the side of the troublemakers, either actively or through incitement;
 - participation in fights and brawls, unless the insured person was injured by the disputants, either as a non-participant or while providing assistance to a defenceless person;
 - risks to which the insured person exposes themselves by acting as a major provocation to others.

- e) that occur as a result of the intentional commission of or attempt to commit a crime or offence. If the insured person dies as a result of such an accident, elipsLife waives the exclusion clause for survivors' pensions in connection with the surplus salaries.
- f) that occur as a result of the impact of ionising radiation and damage from nuclear energy, unless the radiation treatment was medically prescribed.
- g) at the time of which the insured person has a blood alcohol concentration of 1.8‰ or more, unless there is clearly no causal link between the intoxication and the accident;
- h) that occur as a result of risks (risks are actions through which the insured person exposes themselves to a particularly acute danger without taking or being able to take precautions that reduce such danger to a reasonable level). This exclusion does not apply if the special risk is insured.
- i) that occur as a result of suicide, self-mutilation or attempts to commit such. However, cover is provided if the insured person was totally incapable of acting rationally at the time of the act through no fault of their own or if the suicide, attempted suicide or self-mutilation was the clear consequence of an insured accident.
- j) that occur as a result of non-prescribed ingestion or injection of medicines, drugs, methadone and chemical products,
- k) in the case of air travel if the insured person intentionally contravenes official requirements or is not in possession of official ID and permits.

4.2. Reductions

4.2.1. Gross negligence

elipsLife waives the right to reduce the insured benefits of the supplementary insurance if the accident is caused by gross negligence. The exclusions as per Art. 4.1 of the present GPC remain reserved.

4.2.2. Multiple insurance

If more than one insurance policy exists with licensed companies for the costs of treatment or daily allowances to cover loss of earnings, such costs shall be reimbursed only once in total in proportion to the benefits guaranteed by all the insurers concerned.

4.2.3. Third-party benefits

If compensation for the costs of treatment or daily allowances to cover loss of earnings is assumed by a liable third party or its insurer, AIA insurance, IV, MI or other insurances, such compensation shall be fully deducted from the benefits provided by elipsLife.

4.2.4. Non-accident-related factors

The benefits for costs of treatment, daily hospital allowances and daily allowances are not reduced if the damage to health is only partly the result of an insured accident.

However, death and disability benefits are reduced if the damage to health was affected by non-accident factors. The reductions are made on the basis of a medical assessment.

4.2.5. Infringement of obligations in the event of a claim

In the event of culpable breach of obligations on the part of the insured persons, the policyholders or the beneficiaries, elipsLife is entitled to reduce the insurance benefit by the amount by which it would have decreased if the obligation had been fulfilled (see the provisions on claims and obligations in the event of a claim, Art. 8.1. and 8.2. of these GPC).

4.2.6. Mismatch between actual income and insured earnings

In supplementary insurance to voluntary insurance pursuant to Art. 4f AIA, cash benefits may be reduced if there is a clear mismatch between the insured earnings and the actual income earned. This is particularly the case if the average actual income in the three years preceding the accident was below 75% of the insured earnings. Regardless of this time period, a reduction may be applied if the information provided by the policyholder at the time of conclusion of the contract with regard to the insured earnings was manifestly incorrect.

In this case, cash benefits are based on reduced insured earnings. The reduced insured earnings correspond to the actual income reduced by the earnings insured in voluntary insurance pursuant to Art. 4f AIA.

4.3. Causation of death by a beneficiary

If a person entitled to death benefits has caused the death of the insured person intentionally or in a state of total or partial lack of capacity of judgement (whether self-inflicted or not) by committing a crime or offence, they shall not be entitled to the lump-sum death benefit. This will be paid to the other beneficiaries within the meaning of the death provision pursuant to Art. 2.5 of these GPC.

5. Beginning and end of insurance cover

5.1. Beginning of insurance cover

The provisions of the AIA apply to the start of insurance cover for the individual employee, which takes effect at the earliest upon the start of insurance as set out in the insurance policy. Accidents or the consequences of accidents already existing at the start of employment are not covered.

5.2. End of insurance cover

The insurance cover generally ends for the insured person:

- a) upon their departure from the insured company (including in the event of unemployment or the conclusion of a negotiated insurance arrangement),
- b) upon expiry of the insurance policy,
- c) in the event of a voluntary break in employment with no salary entitlement, except breaks in employment as a result of illness, accident, maternity or service in the Swiss army or civil protection.

Following the end of insurance cover, there is a limited extension of cover pursuant to Art. 3 AIA or Art. 3 UVersG for policyholders domiciled in Liechtenstein. If an insured person takes up a new position beforehand, insurance cover ends upon commencement of the new position. However, for part-time employees who are insured only for occupational accidents, insurance cover ceases on the last day of work.

5.3. Transfer to individual insurance

5.3.1. Right of transfer

Each insured person resident in Switzerland or Liechtenstein may take out individual insurance without a medical examination:

- a) upon departure from group insurance,
- b) when the receipt of benefits ends or
- c) upon expiry of the insurance contract.

The insured person must assert their right of transfer in writing within the extension period pursuant to the AIA/UVersG following departure from the group of insured persons. The right of transfer is limited in substantive terms to the conclusion of individual insurance without a medical examination. The insurance is continued as individual insurance or converted into independent accident insurance depending on the individual situation. Only benefits that were previously insured can be insured within the scope of the transfer. Individual accident insurance may be limited in terms of both the amount and term compared to the benefits under group insurance.

5.3.2. Exclusion of the right to transfer

There is no right of transfer:

- a) when changing jobs and transferring to the insurance of a new employer,
- b) upon termination of the contract and continuation of the latter with another insurer for the same group of persons,
- c) if the insured person takes normal or early retirement,
- d) as long as a provisional cover note has been issued,
- e) after the maximum period of benefits under this insurance has been exhausted,
- f) for self-employed persons and their family members working for the company who do not pay OASI contributions,
- g) upon the assumption of self-employment,
- h) if the insured person is resident outside Switzerland or Liechtenstein,
- i) for persons with a fixed-term employment contract of three months or less,
- j) in the event of attempted or successful insurance fraud or failure to observe the disclosure requirement by the insured person.

6. Beginning, duration and end of the insurance contract

6.1. Start of contract

The insurance starts on the date agreed in the insurance policy. It is possible to conclude a contract at any time, including during the calendar year.

6.2. Contract duration

The insurance contract is concluded for the period stated in the insurance policy. The minimum term of contract is one calendar year. Following expiry of the agreed term, the contract is tacitly extended for another year, unless terminated within the stipulated period.

6.3. Termination of contract

6.3.1. Termination at expiry

The insurance contract may be terminated by both contracting parties in writing at the end of a calendar year, subject to a notice period of three months.

Termination is not possible until the expiry date stated in the insurance policy, but no later than the end of the third or each subsequent calendar year.

6.3.2. Expiry of insurance contract

The insurance contract expires with immediate effect:

- a) upon cessation of the policyholder's business activities,
- b) if the policyholder's registered office is transferred abroad

6.3.3. Waiver of termination in the event of a claim

elipsLife expressly waives its statutory right to terminate the contract in the event of a claim. It reserves the right to terminate the contract at expiry.

7. Premiums

7.1. Premium calculation

The basis for calculating premiums is:

- a) for insurance within the framework of AIA salaries: the salary subject to AIA premiums up to the legal maximum,
- b) for insurance within the framework of surplus salaries: the salary exceeding the legal maximum under the AIA up to the contractually agreed maximum salary per person and year,
- c) for insured persons with a fixed annual salary: the insured earnings agreed in advance,
- d) for insured persons who have voluntarily joined AIA insurance: the salary agreed in advance.

7.2. Advance premium

At the beginning of the insurance year the policyholder must first pay the advance premium provisionally set in the insurance policy. This corresponds as closely as possible to the presumed final premium. If the circumstances change significantly (e.g. if the insurance portfolio changes by more than 20%), the advance premium can be adjusted at the beginning of the next insurance year.

7.3. Premium invoice and right of inspection

Following the end of each insurance year or after termination of the contract, the premium invoice is prepared on the basis of the definitive salary information. For this purpose, elipsLife sends the policyholder a form requesting provision of the relevant information for preparing the premium invoice. However, if the additional premium or premium reimbursement amounts to less than CHF 10, the contracting parties undertake to waive any supplementary payment or refund.

If the policyholder fails to return the declaration form for the premium invoice to elipsLife within 30 days of receipt of the latter, elipsLife shall be entitled to set the presumed final premium at its own discretion.

elipsLife has the right to verify the details of the policyholder by inspecting all relevant documents (payrolls, receipts, OASI statements). If the policyholder refuses to cooperate in determining the definitive premium, elipsLife may terminate the contract.

7.4. Premium payment and due date

Premiums are due in advance by the policyholder and are payable by the due date stated in the premium invoice. Any additional premium specified in the premium invoice must be paid within 30 days of elipsLife reclaiming the amount from the policyholder. elipsLife shall refund any premium reimbursement to the policyholder within the same period of time following calculation of the definitive premium amount.

7.5. Late payment

If the premium is not paid on time, elipsLife will issue a reminder in writing (or in another form that can be evidenced in the form of text) to pay the outstanding premiums plus a reminder fee of CHF 50 within 14 days (Switzerland) or four weeks (Liechtenstein). The reminder will draw the policyholder's attention to the consequences of non-fulfilment of the obligation to pay. If payment is not made by expiry of the reminder period despite a reminder being issued, the obligation to pay benefits will be suspended from the expiry of the reminder period until the outstanding premiums, including interest, have been paid in full.

There is no entitlement to benefits for claims which arise during the period of suspension of the obligation to pay benefits, even if the overdue premium is subsequently paid. If the outstanding premium is not legally collected within two months of expiry of the reminder period, the insurance contract will become void.

7.6. Premium adjustments

elipsLife is entitled to adjust the premium for the following calendar year based on individual claims experience or tariff changes. The policyholder shall be informed of any premium adjustments no later than 30 days prior to the end of a calendar year. The policyholder is entitled to terminate the insurance contract at the end of the current insurance year. Failure to terminate the contract is deemed to constitute approval of the premium adjustment.

7.7. Profit sharing

If participation in any profit sharing has been agreed, entitlement arises at the end of the year in which a three-year contract period (=accounting period) is completed. Tacit contract extensions also form an integral part of a contract period. Entitlement to profit sharing ceases for insurance periods which have already been settled or in cases in which the insurance contract is terminated before the completion of an accounting period. If the existing insurance policy is terminated and the insured risk is continued under a new elipsLife insurance policy, the accounting period justifying profit sharing entitlement is reduced in accordance with the time of contract termination.

The profit sharing is calculated by deducting the insurance benefits paid and reserved from the applicable portion of the premiums for the accounting period. The applicable portion of the premiums and the profit sharing system are specified in the insurance policy. A statement of account is issued as soon as the premiums for the accounting period have been paid and the claims concerned have been settled or reserved in full. Losses are not carried forward to the next accounting period.

If, following settlement, events are subsequently reported for which benefits are payable or further payments are made which fall within the closed accounting period, a new statement of profit sharing is issued.

elipsLife can reclaim profit sharings already paid out.

No profit sharing is granted for pension benefits.

8. Claims and obligations in the event of a claim

8.1. Obligations in the event of a claim

If an event is likely to lead to insurance benefits:

- a) the insured person or the policyholder must notify elipsLife immediately using the form provided. The doctor's certificate stating the degree and duration of incapacity to work must be submitted to elipsLife together with the notification. If notification is delayed without sufficient justification, elipsLife will only grant benefits from the time of receipt of notification. If the degree of incapacity to work decreases, elipsLife must be notified immediately. If incapacity to work lasts for more than one month, the insured person must submit medical confirmation of the incapacity to work every four weeks. Death cases must be notified within five days.
- b) professional medical treatment must be sought as soon as possible. The doctor's instructions must be followed.
- c) at the request of elipsLife, the insured person must undergo examinations by doctors appointed by elipsLife. The costs of this shall be borne by elipsLife.
- d) the insured person is obliged to notify the relevant body of any pending entitlement to AIA, InvIA or LECA benefits.
- e) elipsLife shall, upon request, grant cost coverage within the scope of the insured benefits upon admission of the insured person to a hospital or rehabilitation clinic. In this case, the request for cost coverage must be made prior to admission to the hospital or rehabilitation clinic.

8.2. Mitigation of damage

The insured person must do everything possible to contribute to reducing benefit costs. An insured person who is expected to remain fully or partially incapable of working in their original occupation is obliged to make use of their remaining capacity to work in another occupation or area of responsibility or to register with the ALV (unemployment insurance). elipsLife shall request the insured person to adjust their previous occupation or to change jobs or profession within a reasonable time limit. The insured person must notify the IV (pension, retraining, occupational measures) of any prospective benefit entitlement. If they refuse to notify the IV at the request of elipsLife, the daily sickness benefits may be temporarily or permanently reduced or denied.

8.3. Duty to inform

The insured person or the policyholder shall provide elipsLife with all information necessary for the assessment of the obligation to pay benefits, the level of benefits or the duration of benefits in all cases in which benefits are claimed from elipsLife.

The insured person releases the attending doctors and other medical personnel from their duty of confidentiality vis-à-vis elipsLife. elipsLife may, if necessary, obtain information from other insurance providers. The insured person and the policyholder undertake to provide elipsLife with information on all benefits provided by third parties in the event of illness, accident and disability without being asked to do so. Third-party invoices must be submitted to elipsLife upon request.

The policyholder must assert the duty to inform vis-à-vis the insured person. elipsLife may review the incapacity to work and the uncovered loss of earnings in each case and take appropriate control measures if necessary.

8.4. Due date and payment of insurance benefits

Claims arising from the insurance contract shall become due at the end of a period of four weeks from the date on which elipsLife receives information, documents and medical certificates enabling it to satisfy itself of the accuracy and extent of the claims. As a rule, the costs of treatment are paid to the insured person, but they can also be paid directly to the invoicing party (doctors, hospitals, sanatoriums, etc.). The entitled beneficiary is the insured person, with the exception of the lump-sum death benefit in accordance with the provisions governing death (see Art. 2.6 of these GPC). The provisions governing payment to the insured person and to the policyholder, as set out in Art. 8.4.1. and 8.4.2. of these GPC, remain reserved.

The provisions governing payment to the insured person and to the policyholder are governed by the relevant tax laws.

8.4.1. Payment to the insured person

If daily sickness benefits subject to withholding tax are paid directly to the insured person, they are reduced by the amount of the tax deduction owed at source.

8.4.2. Payment to the policyholder

The policyholder may receive the full daily sickness benefits subject to withholding tax. The policyholder is liable for all damages incurred by elipsLife as a result of inadequate fulfilment of this obligation, in particular for the timely payment of withholding tax.

8.5. Right of recourse

If elipsLife pays costs of treatment or daily sickness benefits instead of a liable third party, the insured person shall cede their claims to elipsLife in the amount of the obligation to pay benefits.

9. Customer data and data protection

In order to assess the risk to be insured before conclusion of the insurance contract and to process the contractual relationship, in particular in the event of a claim, elipsLife requires personal data from the policyholder and the insured persons. The collection, processing and use of such data are generally governed by law. The consent of the insured persons to the collection and use of health data as well as corresponding declarations regarding the release from the duty of confidentiality are obtained from these insured persons in individual cases. elipsLife always complies with all data protection provisions of the Swiss and Liechtenstein Data Protection Act (FADP). The data pertaining to this contract are largely processed in Switzerland and Liechtenstein. However, data processing may also take place at other locations of Elips Life Ltd in the European Economic Area (EEA). The website of elipsLife (www.elipsLife.com) contains a list under "Downloads" of the elipsLife Group companies that take part in centralised data processing, as well as a list of contractors and service providers with whom long-term business relationships exist.

Examples of such external service providers to whom data are forwarded for processing include experts, auditors and medical service providers in the assistance sector. If the data subject can demonstrate that, due to their personal situation, their legitimate interest outweighs elipsLife's interest in the forwarding of data, such person shall have a right to object. However, when exercising the right to object, it is generally not sufficient for the data subject to object to the forwarding of data without stating any reasons. The policyholder and the insured persons may request information about the data stored about them. In addition, the policyholder and the insured persons may request the correction of their data if the latter are inaccurate or incomplete. Claims for the deletion or blocking of such data may exist if their collection, processing or use proves to be inadmissible or no longer necessary. These rights may be exercised at the following address: elipsLife, Compliance, Thurgauerstrasse 54, 8050 Zurich or by sending an e-mail at compliance@elipsLife.com.

Insofar as the policyholder discloses to elipsLife personal data of third parties, in particular of insured persons, the policyholder is obliged to inform such persons accordingly. This applies regardless of whether elipsLife itself has a duty to inform or is obliged to obtain explicit authorisations and releases from the duty of confidentiality.

Personal data are used to the extent permitted by law to advertise elipsLife's insurance products and, where applicable, products of other Group companies and their cooperation partners as well as for market and opinion research conducted by elipsLife. The data subjects may object to this use at any time informally. They may address objections at any time to the above address and to contact@elipsLife.com.

In addition, the data may also be collected, processed and used in accordance with the provisions of data protection law for other purposes that are not directly connected with the insurance contract. These may include, for example, the following:

- review and optimisation of procedures for electronic data processing;
- compilation of internal and legally permissible cross-company data;
- general tariff calculations, and
- assertion of legal claims and defence in the event of legal disputes.

The insurance contract may in some cases also involve the transmission of data to third parties. These may in particular be reinsurers (e.g. for larger sums insured some of the risks assumed under this contract are passed on to reinsurers, in which case it may be necessary to provide the reinsurer with appropriate risk details). If the policyholder is managed by an insurance intermediary under this insurance contract, we also provide the latter with the necessary data for this. In addition, it may be necessary to disclose certain details to other insurers – for example, in the context of an exchange of information with a previous insurer or co-insurer.

When reviewing an application or a claim, it may be necessary to address queries to other insurers or to answer similar queries from other insurers for the purpose of risk assessment or further clarification of the facts.

In order to centralise individual areas within the elipsLife Group and enable the policyholder to receive comprehensive and effective advice from other companies within the elipsLife Group as listed in the first section of this Article, the latter also agrees by signing the insurance application that elipsLife may provide the companies concerned with the details required to establish contact and provide advice for them to process and make use of. The following information may be transmitted:

- **Details of the policyholder (company name, address and similar data);**
- **Contract data (term of insurance, sum insured, insured risk, scope of benefits Risk locations and similar data).**

In this context, the policyholder releases elipsLife and its employees from their duty of confidentiality by signing the insurance application. Specific health data of the insured persons are not transmitted by elipsLife in this connection.

Furthermore, by signing the insurance application, the policyholder consents to elipsLife obtaining information on its payment behaviour or creditworthiness prior to conclusion of the contract and, if necessary, in the course of the active business relationship for the purpose of contract management. This consent is voluntary and may be revoked at any time with effect for the future. Creditworthiness queries remain permissible at all times within the scope of the legal basis.

10. Final provisions

10.1. Offsetting

elipsLife may offset benefits due against claims against the policyholder. The insured person or policyholder is not entitled to offset premiums against claims.

10.2. Assignment and pledging

Entitlements to the insured benefits may not be assigned or pledged without the express consent of elipsLife prior to their final determination.

10.3. Place of deployment

Employees posted abroad are covered for a maximum of 72 months from the date of the posting, provided they simultaneously have AIA cover.

10.4. Notifications

All notifications are to be sent to elipsLife, Thurgauerstrasse 54, P.O. Box, 8050 Zurich. All communications from elipsLife are legally valid if sent to the last address specified by the policyholder in Switzerland or Liechtenstein.

10.5. Place of jurisdiction

elipsLife recognises as the place of jurisdiction Vaduz (Liechtenstein) or the Swiss or Liechtenstein domicile of the policyholder or beneficiary.

10.6. Policyholder's duty to inform

The policyholder is obliged to inform the insured persons of the key content of the contract, its changes and termination.

10.7. Policyholder's reporting obligation

The policyholder is obliged to notify elipsLife immediately of any changes to its address, business activity or other contract-relevant factors.

10.8. Official language

The English version is only a translation of the original German. In the event of any discrepancies or unclear points relating to specific words or formulations, the German version shall be authoritative.

11. Glossary

11.1. Abbreviations used

ABGB	General Civil Code (Liechtenstein)
AIA	Federal Act on Accident Insurance
AIO	Ordinance on Accident Insurance
ALV	Unemployment insurance
CO	Swiss Code of Obligations
EEA	European Economic Area
FADP	Federal Act on Data Protection
FDFA	Federal Department of Foreign Affairs
GPC	General Policy Conditions
ICA	Insurance Contract Act (Liechtenstein)
InVIA	Federal Act on Invalidity Insurance
IPA	Federal Act on Insurance Policies
IV	Invalidity insurance
LECA	Loss of Earnings Compensation Act
LI	Liechtenstein
MI	Federal military insurance
MiIA	Federal Act on Military Insurance
Negotiated insurance arrangement	Extension of non-occupational accident cover under the AIA
OASI	Federal old-age and survivors' insurance
SAI	Supplementary accident insurance
SPC	Special Conditions
UVersG	Accident Insurance Act (Liechtenstein)
UVersV	Ordinance on Accident Insurance (Liechtenstein)