

Special Terms and Conditions for ProVista Insurance

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The following provisions are subject to the General Terms and Conditions for Supplemental Health and Accident Insurance (CGC), whose edition is specified in the insurance policy.

Art. 1 Purpose of insurance

ProVista grants protection against the economic consequences of death or disability caused by an accident. Occupational illnesses within the meaning of the Federal Law on Accident Insurance (LAA/UVG) are not covered.

Art. 2 Injuries equated with an accident

- In addition to the provisions of the General Terms and Conditions for Supplemental Health and Accident Insurance (CGC), the following injuries are equated with an accident: lesions of the meniscus which appear and are treated for the first time no sooner than two years after the beginning of the insurance, as well as the sequels of frostbite, heat stroke, sunstroke and health disorders caused by ultraviolet rays, sunburns excepted; drowning is also equated with an accident.
- Benefits are also paid for bodily harm suffered by the insured in connection with indispensable therapeutic treatment and tests prescribed as a result of an insured accident.

Art. 3 Acceptance conditions

This insurance is open to all persons under the age of 65 residing in Switzerland.

Art. 4 Types of benefits

- The Insurer grants the following benefits:
 - a lump-sum amount in case of disability (Article 6)
 - a lump-sum amount in case of death (Article 7)
- ProVista insurance is a fixed-sum insurance.

Art. 5 Entitlement to benefits

- The insured benefits are specified in the insurance policy.
- The contractual benefits are paid for accidents occurring after the insurance comes into effect.
- Benefits are paid subject to the presentation of a medical certificate, death certificate or a certificate of inheritance. Only original documents are accepted.

Art. 6 Disability benefits (category I)

a. Entitlement

The disability lump-sum benefit will be paid in the case of accidents leading to a probable permanent disability. The amount of the disability lump-sum benefit is determined by the degree of disability, the agreed insured sum and the scale in Annex A.

b. Degree of disability

The degree of disability is set in accordance with the following rules:

- Fixed degrees

In case of a total loss, or the total loss of use, of	
– both arms or both hands, both legs and both feet, one arm or one hand and, simultaneously, one leg or one foot	100%
– an entire arm	70%
– a forearm or a hand	60%
– a thumb	22%
– an index finger	15%
– any other finger	8%
– a leg above the knee	60%
– a leg at or below the knee	50%
– a foot	40%
– sight in both eyes	100%
– sight in one eye	30%

- sight in one eye, if the sight in the other eye was already completely lost before the accident 70%
 - hearing in both ears 60%
 - hearing in one ear 15%
 - hearing in one ear, if the hearing in the other ear was already completely lost before the accident 45%
 - one kidney 20%
 - the spleen 5%
 - sense of smell 3%
 - sense of taste 3%
 - in case of complete incapacity for work following mental illness 100%
2. In case of a partial loss, or the partial loss of use, of these members and organs, the degree of disability is reduced proportionately.
 3. If several members or organs are affected at the same time, the degree of disability is determined by adding all the relevant percentages, with the proviso that the total may not exceed 100% per accident.
 4. In cases not mentioned above, the degree of disability is determined in accordance with the scale of compensation for damage to integrity set out in Annex 3 of the Ordinance on Accident Insurance (OLAA/UVV) and the related SUVA tables. If the degree of disability cannot be determined in accordance with the above rules, it will be established by analogy on the basis of medical findings, taking into account the seriousness of the injury.
 5. If a permanent disability caused by an accident is aggravated by pre-existing bodily defects, the benefit cannot exceed the amount that would have been paid if the person had been sound and healthy before the accident. If the member or organ injured in the accident was already partially or totally mutilated, or its use partially or totally lost, the pre-existing degree of disability, calculated in accordance with the above principles, is deducted when determining the benefit. The provisions of point 1 above concerning the loss of sight or loss of hearing are reserved.
 6. Psychological or nervous disorders only entitle the insured to benefits if he can show that they were caused by organic damage to the nervous system resulting from the accident.
 7. If the accident has caused serious and permanent cosmetic damage which does not entitle the insured to a disability lump-sum benefit under letter (a) above, but nevertheless constitutes psychological damage likely to affect the insured person's economic future or social situation, the Insurer shall pay compensation equal to
 - 10% of the insured amount agreed in the policy if this mutilation affects the face;
 - 5% of the insured amount agreed in the policy when the mutilation affects other parts of the body.
 The compensation due for such damage is limited to CHF 20,000 per case.
 8. The degree of disability is determined at the time when the insured person's condition is presumed to be definitive, but no later than five years after the accident

c. Progression

If the degree of disability does not exceed 25%, the insured sum is paid in the percentage corresponding to the degree of disability.

If the degree of disability is higher than 25%, benefits are increased in accordance with the scale in Annex A.

Art. 7 Death benefits (category D)

1. If the accident causes the death of the insured, the agreed lump-sum death benefit is paid. The beneficiaries are:
 - a. the surviving spouse; if there is none;
 - b. the children, in equal shares, if there are none;
 - c. the beneficial heirs, excluding any public bodies.
2. By way of derogation to Article 7, paragraph 1, the policyholder can at all times designate or exclude beneficiaries by notifying the Insurer, according to Article 37 of the General Terms and Conditions of Insurance. If the specified beneficiary/ies have predeceased, the provisions in Article 7, para. 1, shall apply.
3. If the the marriage or registered partnership was contracted after the accident, the entitlement to benefits is subject to the condition that the promise of marriage or of a registered partnership had been published before the accident or that the marriage or registered partnership had lasted at least two years before the death of the insured.
4. If there are no beneficiaries, the funeral costs will be paid up to 10% of the sum insured in case of death.
5. For children, the amount of the capital sum benefit is specified in the insurance policy, but maximum:
 - CHF 2,500 before the age of two years and six months;
 - CHF 20,000 from the age of two years and six months up to age of 12 years.
6. A beneficiary who deliberately causes the insured's death forfeits his rights to any benefits.

Art. 8 Premium waivers in case of death or disability of the head of the family

1. For insured children, the Insurer covers the full payment of the periodical premiums up to the age of 15 if the head of the family has become disabled, with a degree of disability exceeding 50%, or is deceased.
2. The premium waiver starts on the day following the occurrence of the disability or death, and must be requested, accompanied by the relevant official documents (decision of the Federal Disability Office, death certificate and family record booklet).

Art. 9 Combined effect of causes unrelated to the accident

If the injuries are only partly due to an insured accident, benefits are set proportionately based on a medical report.

Art. 10 Personal liability

The Insurer waives the right to reduce benefits in case of accidents caused by reckless behaviour or gross negligence on the part of the insured.

Art. 11 Reduction of the sums insured

1. When the insured reaches the age of 70, the sums are limited as follows:
 - CHF 10,000 in case of death;
 - CHF 30,000 in case of disability.
2. The insured sums are automatically reduced on 1 January after the aforesaid age limits are reached.

Art. 12 Premium rates

1. Premiums are indicated in the insurance policy.
2. Premiums are graduated depending on the insured's gender, age group and the insured sum.

Annex A

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