GENERAL INSURANCE CONDITIONS
FOR ACCIDENT INSURANCE

"ACCIDENTA C-225"

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A. GENERAL

Article 1 Insured persons

The insured persons include all parties to a contract of association with CERN not covered by their principal organisation against accidental disability or death.

Article 2 Policyholders

The policyholders include all parties to a contract of association with CERN who have individually and voluntarily accepted these general insurance conditions.

Article 3 Object of the insurance

UNIQA, based on the General Insurance Conditions (GIC) in the policy, the Swiss Federal Law on Insurance Contracts, the supplementary conditions and the special conditions, covers the economic consequences of disability or death resulting from an accident during the term of insurance.

Article 4 Definition of "accident"

With regard to this policy, an accident is any event resulting in medically ascertainable bodily injury inflicted involuntarily by a sudden, external force of whatever nature or origin. The term also includes injuries due to electrical shock including lightning; asphyxiation; toxic gas or vapor; unintentional poisoning or burns caused by the ingestion of or contact with toxic or corrosive substances; falls; and muscular tears or sprains resulting from physical exertion. The following types of injury shall be considered as an accident even when they do not result from an external and extraordinary cause:

a) fractures, unless obviously due to illness;
b) dislocations;
c) torn meniscus;
d) torn tendons;
e) injuries to ligaments;
f) injuries to the eardrum;
g) frostbite;
h) heatstroke;
i) sunstroke including injury caused by ultraviolet light, but excluding sunburn;
j) chips or breaks to healthy teeth.

Article 5 Uninsured accidents

Uninsured accidents include:

a) those due to earthquakes in Switzerland and the Principality of Liechtenstein;
b) those due to war in Switzerland and the Principality of Liechtenstein; elsewhere, unless the accident occurs within 30 days of the first events of this type in the country where the insured person is staying, and the hostilities there took the person by surprise;
c) those due to acts of terrorism,
d) those due to involvement in a brawl or in committing or attempting to commit crimes or misdemeanors;
e) those due to any sort of internal unrest (violent acts against persons or property accompanying gatherings, fights or riots) or the measures taken to remedy them, unless the insured person can convincingly demonstrate that he/she did not actively participate in these events on the side of those causing the disturbance or that he/she did not foment them;
f) those due to the practice of professional sport, whether during training or competition;
g) those occurring during participation in competitions involving motorised vehicles (land or water), including training races;
h) those occurring while using aircraft, hang gliders, paragliders or similar contrivances, if the insured person voluntarily infringes official regulations or does not possess the officially required licenses or authorisations; nor those incurred by passengers who are aware, or realistically should be aware, that the team or the aircrew did not have such licenses or authorisations;
i) those due to the voluntary ingestion, inhalation, injection, etc. of medicines, drugs or chemical substances without medical need;
j) those occurring during a state of obvious drunkenness or with an alcohol blood level greater than that allowed in the country of the accident;
k) those due to the influence of mental factors.

Article 6 Exclusions

Exclusions include:

a) all illness;
b) the consequences of alcoholism or substance abuse (medications, drugs);
c) health impairment due to treatments, injections or therapies not necessitated by an insured event;
d) the consequences of self-inflicted acts such as suicide, attempted suicide, self-mutilation, etc. even when the insured person is deprived of reason at the time of the act;
e) health impairment due to exposure to radiation of whatever type;
f) the consequences of earlier accidents;
g) earlier disabilities and illnesses.

Article 7 Geographical scope of cover

The insurance is valid worldwide; however, outside of Europe it is limited to travel or stays of less than one year unless otherwise agreed with UNIQA.
B. BENEFITS

Article 8 Types of benefit
The insurance includes:

a) a death benefit (Art. 9, GIC);
b) a disability benefit (Art. 10, GIC).

Article 9 Beneficiary in case of death
In the case of death as the result of an accident, UNIQA will pay the sum of CHF 20,000 in cash to the beneficiary as follows:

- the spouse of the insured person;
- failing which, his/her children and adopted children, as equals;
- failing which, his/her parents;
- failing which, his/her siblings, nephews and nieces according to their legal right of succession;
- failing which, his/her grandparents;

If there is no survivor, UNIQA will pay the funeral expenses to the amount indicated in the policy, not to exceed CHF 20,000.

For insured persons less than 16 years in age, indemnity is limited to CHF 20,000.

Article 10 Disability benefits
If an accident results in a permanent incapacity to work (disability), UNIQA will pay the sum of CHF 100,000 as follows:

- the entire sum in the case of total disability;
- a part of the sum proportional to the degree of invalidity in the case of partial disability.

The degree of disability will be determined on the basis of a report by a qualified medical examiner without regard to the profession or occupation of the insured person. The following disability benefit schedule shall apply:

- Quadriplegia; incurable psychological impairment excluding all gainful employment; total blindness 100%
- Loss of or complete loss of the use of:
  - both arms or both hands; both legs or both feet; one arm or one hand and concurrently one leg or one foot 100%
  - one eye 30%
  - if the sight in the other eye had been totally lost before the accident 70%
- the sense of hearing in both ears (total deafness) 60%
- the sense of hearing in one ear 15%
- if the hearing in the other ear had been totally lost before the accident 45%
- one arm at or above the elbow 70%
- one forearm or one hand 60%
- one thumb 20%
- one index finger 15%
- one other finger 8%
- one leg at or above the knee 60%
- one leg below the knee 50%
- one foot 40%
- one big toe 10%
- one other toe 3%
- the sense of taste 10%
- the sense of smell 10%
- the ability to speak 60%
- one kidney 20%
- the spleen 10%

In case of partial loss or partial loss of use, the degree of disability is reduced proportionally.

In case of the loss or the loss of use of multiple members or organs, the disability rates are added; however, the degree of disability may never exceed 100%.

If the insured person, at the time of the accident, had already lost a member or organ or the use of a member or organ, either entirely or partially, this previous disability, calculated according to the above schedule, is deducted.

For all permanent disabilities not mentioned above, the degree of disability is determined on the basis of a report by a qualified medical professional.

If the degree of disability exceeds 25%, the insured person is entitled to a progressive indemnity according to Column "B" of the schedule below. Insured persons above 65 years of age are only entitled to the normal indemnity according to Column "A".
If an accident causes disfigurement (scars, for example) for which no disability benefit is due, UNIQA will award 10% of the sum insured specified in the policy for the disability, not to exceed CHF 20,000.

C. CLAIMS

Article 11 Obligations of the insured person with respect to a claim

After an accident that in all probability will entitle the insured person to a benefit,
- a qualified physician should be contacted as quickly as possible to provide suitable medical care to the insured person. The insured person is obligated to follow the directions for treatment of the attending physician, as well as those of the UNIQA medical advisor and of the nursing staff.
- the insured person is obligated to report the accident immediately to UNIQA and to take all appropriate measures to clarify the circumstances of the accident and to determine its consequences.
In case of death, UNIQA must be notified as rapidly as possible in order to allow an autopsy to be performed, at UNIQA's cost, before the burial if the death seems to be linked to causes other than the accident. The beneficiary is required to authorise the autopsy.

UNIQA is authorised to procure all information and documents on the accident and any previous accidents, particularly the medical documents.

If these obligations are not fulfilled, UNIQA is authorised to reduce its benefits by the amount that it would have saved if it had been informed normally, unless the insured person or the beneficiary proves that the failure to fulfill the obligation was not willful or negligent on his/her part.

D. INCEPTION, TERM AND EXPIRY

Article 13 Term of the insurance contract

The term of the insurance contract corresponds to the term of the contract of association with CERN.

Article 14 Inception of the insurance

The insurance enters force on the first day of the contract of association linking the insured person with CERN, provided that the premium is paid within a 10-day period.
Article 15 Expiry of the insurance

The insurance expires on the last day of the contract of association linking the insured person with CERN.

Article 16 Cancellation of the insurance contract

a) If the insurance contract is cancelled by the insured person for a reason other than that designated under Point b) below, UNIQA will not reimburse the portion of the premium applying to the period that the insurance still had to run.
b) If the contract of association is terminated by CERN, the insured person may apply for reimbursement of the portion of the premium applying to the period that the insurance still had to run.

E. GENERAL PROVISIONS

Article 17 Premium statements

The premium will be paid on an annual basis. However, in case the total duration of the contract of association with CERN would be less than 12 months, full payment of the yearly premium would be required.

Article 18 Rights of insured persons if the insurance contract is accepted by UNIQA

If the premium rates change for one or more of the insured benefits, UNIQA may require the contract to be adjusted for the following insurance year. UNIQA must inform the insured person of the new premium no later than 30 days before the expiry of the insurance year.
The insured person is then entitled to cancel the contract, in full or for certain benefits, before the end of the current insurance year. To be effective, the notice of cancellation must reach UNIQA no later than the last day of the insurance year.
If no cancellation is received, the insured person is considered to have accepted the changed contract.

Article 19 Addresses and correspondence

All correspondence must be addressed to:
- UNIQA's headquarters in Geneva, or
- The agency as given on the last premium notice.

Article 20 Place of performance and of jurisdiction

Obligations proceeding from this insurance shall be performed within Switzerland and in Swiss currency. Common law is applicable to the settlement of disputes.
The insured person may choose as forum:
- Geneva, as UNIQA's Swiss headquarters, or
- His/her place of residence in Switzerland.

Article 21 Miscellaneous

In case differences of interpretation arise between the English and the French versions of these GIC, the French version shall be authoritative.