

Standard Terms of Insurance (STI)

Accident insurance for aircraft passengers and pilots

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The original German wording governs the legal interpretation of your insurance Cover.

1 Types of insurance

The accident insurance can be concluded either

- a) for a period of one year (annual insurance) or
- b) for 30 to no more than 120 days per insurance year (short-term insurance).

The SHPA member receives a corresponding confirmation of insurance.

2 Insured persons

Annual insurance pursuant to Section 1a may only be taken out by a pilot residing in Switzerland or the Principality of Liechtenstein

- a) for the pilot alone, without insurance coverage for the passengers;
and/or
- b) as blanket insurance for an accompanying passenger (residing in Switzerland or abroad), without insurance cover for the pilot.

The short-term insurance pursuant to Art. 1b can be taken out for a maximum of 120 days b can be taken out for a maximum of 120 days

- a) for pilots residing abroad (excluding the Principality of Liechtenstein), but only for non-commercial flights;
and/or
- b) for passengers (residing in Switzerland or abroad).

Pilots residing abroad may take out this short-term insurance both for themselves and for passengers (but only for non-commercial flights). Passengers residing abroad may only take out this short-term insurance for themselves (not for the pilot). The insurance applies exclusively to losses occurring in Switzerland or the Principality of Liechtenstein.

3 Insured Accidents

- a) The insurance covers accidents occurring during the lawful use of a hang-glider or parachute, including accidents occurring
 - while operating a hang glider or parachute on the ground;
 - while using the emergency parachute;
 - as the result of an emergency landing;
 - from receipt of the passenger/commencement of the contract; accidents occurring during hiking or climbing tours and while using means of transport (motor vehicle, cable car) until the conclusion of the event or contract are not insured.
- b) An accident is defined as any sudden, unintentional harmful injury inflicted on the human body by an extraordinary external factor and resulting in impairment of physical, mental or psychological health or death.

Even in the absence of any external factor of an extraordinary nature, the physical injuries specified in the following exhaustive listing are deemed equivalent to accidents unless they are largely attributable to an illness or degenerative condition:

- fractures, to the extent that they are not clearly caused by an illness
- dislocation of articulations
- torn meniscus

- torn muscle
- pulled or stained muscles
- torn hamstring
- lesions of ligaments,
- bruised eardrum.

4 Accidents not covered by the insurance

The following accidents are not insured:

- involving pilots who knowingly use the hang glider or parachute despite not being in possession of the identity documents and flight permits required in Switzerland for themselves or for the hang glider or parachute used;
- involving passengers who knew or under the circumstances should have known that the pilot and the hang glider or parachute did not have the required identity documents and flight permits;
- involving flights related to the commission of an offence or crime; this exclusion only applies to passengers if they participated in the offence or crime themselves;
- accidents occurring as a consequence of war or unrest;
- accidents occurring due to the effects of ionising radiation and earthquakes.

5 Insured benefits

5.1 Circumstances unrelated to the accident

If circumstances unrelated to the accident influence the consequences of an insured accident, the benefits will be determined proportionately on the basis of medical reports.

5.2 Cost of medical treatment

If the insurance also covers medical expenses, Helvetia will pay the following expenses per accident, up to a maximum of CHF 100,000 per case and insured person, if these expenses are incurred within 5 years of the date of the accident. For an unlimited period thereafter, Helvetia will also pay additional medical expenses up to a total of CHF 20,000.

- a) Curative treatment
Necessary expenses for therapeutic treatments administered or prescribed by a qualified doctor or dentist, as well as hospital expenses for a private ward and expenses for treatment, accommodation and meals entailed in cures prescribed by a doctor and undertaken with Helvetia's approval. Furthermore, expenses incurred for treatment by state-approved chiropractors.
- b) Rooming-in costs
If an insured child has to be hospitalized after an accident, Helvetia will also cover the cost of overnight accommodation at the hospital for the parents up to a maximum of CHF 10,000.
- c) Home care
Home care expenses incurred for the services of qualified nursing staff prescribed by a doctor. The same status is accorded to nursing staff provided by nursing associations and home care organizations, but not to domestic care providers who do not provide nursing services.
- d) Aids and appliances

Expenses incurred for aids and appliances required as a result of an accident for the purpose of compensating for physical injuries or loss of functions and expenses incurred for other necessary resources and items (such as spectacles, contact lenses, hearing aids, prostheses). No cover will be provided for the cost of mechanical mobility aids or for the construction, alteration, renting or maintenance of properties.

e) Property damage

The cost of damage caused by an accident to items replacing a body part or a physical function. In the case of spectacles, contact lenses, hearing aids and prostheses etc., the insured person will be able to make a claim for their repair or, if beyond economic repair, for their replacement (replacement value) only if the bodily injury is treated by a doctor. The insurance also covers damage to the clothing and personal effects of private individuals who have made efforts to recover and transport injured insured persons and their accompanying injured dogs and cats.

f) Clothing, personal effects

Expenses up to CHF 5,000 incurred for cleaning, repairing or, if beyond economic repair, the replacement (replacement value) of clothing and personal effects damaged or destroyed as the result of an accident occasioning medical treatment.

g) Travel, transportation and rescue expenses

Helvetia will pay the cost of:

- all necessary rescue and recovery measures resulting from the accident;
- all necessary transport resulting from the accident (however, by air only if this is unavoidable for medical or technical reasons);
- up to CHF 30,000 for search operations undertaken for the rescue or recovery of the insured person.

h) Repatriation costs

The necessary cost of repatriating the body to the person's previous place of residence in Switzerland or Liechtenstein (including the cost of any official border formalities). This amount will be paid to claimants who can prove that they have borne these costs.

i) Multiple insurance

If the policyholder has multiple insurance with private companies for treatment costs, the total amount will only be reimbursed once. Our obligation to pay compensation in such cases will be determined by the legal requirements. No compensation will be paid if the treatment costs are to be borne by Federal Invalidity Insurance (IV), Federal Military Insurance (MV), Federal Accident Insurance (AIA) or by statutory health insurance (HIA). In these cases, Helvetia will supplement the benefits paid under the existing insurance cover.

5.3 Compensation for physical or mental impairment (lump-sum disability benefit)

If within 5 years of the date of the accident the insured person suffers lasting physical or mental impairment which is expected to be for life, Helvetia will pay compensation of up to CHF 100,000 for physical or mental impairment. The amount will be determined by the degree of damage caused and the sum insured.

The following principles shall be binding when measuring the degree of physical or mental impairment:

a) Contractual scale of compensation for physical or mental impairment

The contractual scale of compensation for physical or mental impairment corresponds to that shown in Annex 3 of the Accident Insurance Ordinance (AIO).

	Percentage
Loss of at least two phalanges of a long finger or of a phalanx of the thumb	5
Loss of a thumb	20
Loss of a hand	40
Loss of an arm at or above the elbow	50
Loss of a big toe	5
Loss of a foot	30
Loss of a kidney	20
Loss of spleen	10
Loss of sexual organs or reproductive capacity	40
Loss of sense of smell or taste	15
Loss of hearing in one ear	15
Loss of vision in one eye	30
Complete loss of hearing	85
Complete loss of eyesight	100
Habitual shoulder dislocation	10
Loss of a leg at the knee joint	40
Loss of a leg above the knee joint	50
Loss of an auricle	10
Loss of nose	30
Scalping	30
Very severe disfigurement of the face	50
Severe impairment of chewing ability	25
Very severe painful functional impairment of the spinal column	50
Paraplegia	90
Quadriplegia	100
Very severe impairment of lung function	80
Very severe impairment of kidney function	80
Impairment of partial mental functions such as memory and the ability to concentrate	20
Post-traumatic epilepsy with seizures or in long-term medication without seizures	30
Very severe organic speech disorders, very severe motor or psycho-organic syndrome	80

In the event of partial loss or partial loss of function the benefit will be reduced proportionately.

a) Cases not mentioned

If the extent of the physical or mental impairment cannot be determined on the basis of the above principles, it shall be determined on the basis of the AIA/ AIO guidelines for gauging physical or mental impairment and the tables drawn up by SUVA for this purpose.

b) Maximum compensation

The degree of physical or mental impairment can never be higher than 100 %.

c) Pre-existing physical defects

Complications arising from the consequences of an accident as a result of pre-existing physical defects do not entitle a claimant to higher compensation for physical or mental impairment than would be the case if a physically sound person had suffered the accident. If all or part of the body part affected by

the accident was already wholly or partially missing or had lost its function prior to the accident, the pre-existing degree of physical or mental impairment calculated according to above principles will be deducted when establishing the percentage of physical or mental impairment.

d) Establishing the percentage of physical or mental impairment

The degree of physical or mental impairment will be determined on the basis of the condition of the insured person that is recognized as likely to remain permanent, but this determination shall be arrived at no later than five years after the accident. Compensation for physical or mental impairment becomes due once the insurer has established the percentage of physical or mental impairment sustained.

e) Calculating the amount of the compensation for physical or mental impairment

The amount of the compensation for physical or mental impairment is calculated as follows:

- in cases involving up to 25% physical or mental impairment, a percentage of the sum insured commensurate with the degree of physical or mental impairment sustained will be awarded;
- in cases involving more than 25% physical or mental impairment, the compensation awarded will increase as a percentage of the agreed sum insured in accordance with the following table.

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

f) Payment in the form of a pension

If the insured person has reached the age of 70 at the time of the accident, the benefit for physical or mental impairment under the above provisions will be paid in the form of a life-long pension amounting to 10% of the

relevant compensation for physical or mental impairment per annum. Helvetia will pay the pension every three months in advance.

5.4 Death

If the accident leads to the death of the insured person, Helvetia will pay a maximum of CHF 20,000 after deducting any compensation for physical or mental impairment already paid for the same accident.

a) Insured persons under the age of 16

For these insured persons, the maximum compensation payable in the event of death amounts to CHF 10,000.

b) Increase in death benefit

The benefit will be increased by 50% if at the time of death an insured person is survived by at least one child under the age of 18 who is entitled to inherit.

c) Eligible beneficiaries

The lump sum payable on death will be disbursed to the following beneficiaries in the following order of priority:

- 1 the spouse;
- 2 the children and adopted children in equal shares;
- 3 the parents in equal shares;
- 4 the siblings in equal shares;
- 5 the siblings' children in equal shares.

If there are no such beneficiaries, Helvetia will pay funeral costs amounting to up to 10% of the lump sum payable on death.

5.5 Assignment of claim

Before the claims to insured benefits have been finally determined, they cannot be assigned or pledged as security without Helvetia's express consent.

6 Obligations in the event of an accident

If an accident has occurred, it must be reported without delay to the SHV.

After the accident, a physician or dental surgeon must be contacted as soon as possible and suitable treatment obtained. The insured person or the beneficiary must do all in his/her power to help clarify the circumstances and consequences of the accident. The insured person or the entitled beneficiary must in particular release the physicians who have treated him/her from their duty to maintain confidentiality vis-à-vis Helvetia and must agree to undergo a medical examination by the physicians designated by Helvetia. In the event of the insured person's death, the eligible surviving beneficiaries must consent to an autopsy if causes other than the insured accident could be responsible for the death.

If the insured person culpably breaches his or her contractual obligations in terms disclosure or proper conduct, Helvetia may reduce its benefits accordingly, unless the insured person can prove that such breach had no bearing on the extent of the loss or on its determination.

7 Commencement and duration of insurance cover

The insurance coverage commences on the start date specified on the premium invoice/insurance certificate, provided that the agreed premium has been paid in full in advance. If payment of the agreed premium is received after this date, the insurance coverage will commence as of the time full payment of the premium is confirmed.

It is valid until the end date specified on the insurance certificate, but not beyond 31 December of the same year at the latest.

8 Territorial application

The premium invoice will show which territorial validity has been agreed:

8.1 Switzerland and Principality of Liechtenstein

The insurance covers accidents occurring in Switzerland. The Principality of Liechtenstein is treated as Swiss territory.

8.2 Worldwide

The insurance covers accidents occurring anywhere in the world.

For insured persons residing abroad, the insurance applies exclusively to accidents occurring in Switzerland and to flights to neighbouring countries, provided the take-off or landing took place in Switzerland.

9 Place of jurisdiction

Helvetia recognizes as places of jurisdiction for disputes arising from this contract either the Swiss domicile of the insured person or beneficiary, or the registered office of the SHPA or the Swiss registered office of Helvetia (St. Gallen).

10 Supplementary provisions

This contract and any disputes arising herefrom shall be governed by Swiss law. The premium invoice and these Standard Terms of Insurance form the basis of the contract. If something is not expressly stipulated, Helvetia Private Customer Insurance, Common Terms and Conditions, September 2021 edition shall be consulted. In all other respects, the Swiss Federal Act on Insurance Policies (IPA) applies.

If the insured person's place of residence is in the Principality of Liechtenstein, the law of Liechtenstein applies together with the provisions of the Liechtenstein Insurance Policies Act (Versicherungsvertragsgesetz – VersVG).

11 Data protection

Helvetia processes your personal data in compliance with all relevant data protection provisions. Detailed information on the processing of personal data can be found in our data protection policy. The current valid version can be accessed at any time at www.helvetia.com/ch/web/en/about-us/services/contact/privacy.html.

12 Contracting parties

The contracting parties are as follows

12.1 Insurer

Helvetia Swiss
Insurance Company Ltd
Dufourstrasse 40
9001 St.Gallen

(referred to in these Standard Terms of Insurance as Helvetia)

12.2 Policyholder

SHPA – Swiss Hang Gliding and Paragliding Association
Seefeldstrasse 224
8008 Zurich

(referred to in these Standard Terms of Insurance as SHPA)