

Accident insurance (UVG)

General Conditions of Insurance (GCI)

Version 2017-1



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for Switzerland

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1. Basis for insurance cover

1.1. Insurer

The insurer is Elips Versicherungen AG, Triesen, Liechtenstein, hereinafter referred to as “elipsLife”.

1.2. Basis for the contract

elipsLife shall provide accident insurance cover in accordance with the UVG, the applicable implementing ordinances and the terms and conditions hereinafter set forth. For ease of reading, this document refers to Swiss legislation and implementing ordinances (*Unfallversicherungsgesetz*, UVG, Swiss Accident Insurance Act; *Verordnung über die Unfallversicherung*, UVV, Swiss Accident Insurance Ordinance). The equivalent Liechtenstein legislation and implementing ordinances (*Unfallversicherungsgesetz*, UVersG, Liechtenstein Accident Insurance Act; *Unfallversicherungsverordnung*, UVersV, Liechtenstein Accident Insurance Ordinance) apply to Liechtenstein contracts.

2. Term and termination of the contract

2.1. Mandatory insurance

The contract is concluded for the term stipulated in the insurance policy and is renewable thereafter for successive one-year periods, unless either party receives notice of termination not less than three months prior to the end of the term. If the contract is concluded for less than a year, it will expire on the date specified in the insurance policy. Any notice of termination of the contract will not release the policyholder from its obligation to insure its employees under the UVG.

2.2. Voluntary insurance

The contract is concluded for the term stipulated in the insurance policy. Insurance cover will be discontinued for individual insured persons upon termination of the contract, upon joining the mandatory insurance scheme or in the event of disqualification. Insurance cover will also be discontinued three months after the insured person has ceased to be self-employed or has ceased to be employed as a family member not subject to mandatory insurance.

2.3. Acceptance of the contract

Right of rectification: if the terms of the contract are inconsistent with the terms agreed, the policyholder shall request rectification thereof within four weeks of receiving the document. Otherwise the contract terms will be deemed to have been approved by the policyholder. The foregoing is without prejudice to the policyholder's right to appeal against the premium tariff assigned pursuant to clause 4.1. below.

3. Premiums

3.1. Adjustments to premium tariffs, levels and classes

In the event of any change in the hazard classes and levels assigned to the company, elipsLife may require the contract to be amended to take effect in the following insurance year. Any adjustment to the premium tariff will take effect at the beginning of the following insurance year. In either case, elipsLife shall notify the policyholder not less than two months prior to the adjustments taking effect.

Notwithstanding the applicable contract term, the policyholder may, within 30 days of receiving notification from the insurer, terminate the contract in the event of any increase in the net premium rate or any extra premium charged to cover administration costs (percentage surcharge), but not in the case of any adjustment to other premium surcharges. The insurer shall inform the policyholder of any increase in the net premium rate or any extra premium charged to cover administration costs not less than two months prior to the end of the current accounting year.

3.2. Calculation of final premium

The policyholder shall, within one month following the end of the insurance year, provide information to elipsLife on the salaries which were paid in the past calendar year and from which premiums were deducted. elipsLife will calculate the final premium amounts on the basis of this information and either require the payment of additional premium or provide a premium refund. If the policyholder fails to discharge its obligation to disclose the requisite information, elipsLife will make a decision regarding the premium amounts due on an estimated basis.

3.3. Annual lump-sum premium

No annual lump-sum premium based on actual salary will be payable. If the actual total annual salary of an insured person subject to mandatory insurance is greater than CHF 10,000, the policyholder shall inform elipsLife and pay the

additional premium required at the applicable tariff and, where applicable, make retrospective payments for a maximum of five years.

3.4. Minimum annual premium

A minimum annual premium of CHF 100 applies to occupational and non-occupational accident insurance respectively. This amount includes any extra premium payments under the UVG. The minimum premium is also payable, in respect of both lines of insurance, for periods of less than 12 months' duration.

4. Decision and applicable law

4.1. Decision

This contract constitutes an official decision regarding the assignment of a premium tariff. The policyholder may appeal against the decision by elipsLife, either in writing or verbally in a face-to-face meeting, within 30 days of receipt thereof. Full reasons for the appeal must be given. elipsLife shall record verbal appeals in the minutes of the relevant meeting, which must be signed by the party lodging the appeal. The appeal procedure is free of charge and does not confer any right to compensation.

4.2. Applicable law

Except as otherwise provided herein, the Swiss Federal Act on General Aspects of Social Security Law (*Bundesgesetz über den Allgemeinen Teil des Sozialversicherungsrechts, ATSG*) and the UVG, including the relevant implementing ordinances, apply.

4.3. Binding language

Please note that this wording is only a translation of the German original. In the event of any inconsistency or ambiguities in the meaning of any word or phrase in this translated version, the German version will prevail.