

# Accident insurance (AIA/OUFL)

General Policy Conditions (GPC)

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## Accident insurance (AIA/OUFL) General Policy Conditions (GPC) for Switzerland and Liechtenstein

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# 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

elipsLife provides accident insurance cover in accordance with the AIA, the associated ordinances and the following provisions. In the interest of readability, Swiss laws and ordinances (AIA, AIO) are cited in the text. Contracts in Liechtenstein are subject to the corresponding laws and ordinances (UVersG, UVersV).

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# 2. Duration of contract and termination

## 2.1. Mandatory insurance

The contract is concluded for the period agreed in the insurance policy. It is tacitly extended for another year at the end of this contract term, unless a contracting party has received notice of termination at least three months in advance. If the contract is concluded for less than one year, it expires on the day stated in the insurance policy. Cancellation of the contract by giving notice does not release the policyholder from the obligation to insure its employees in accordance with the AIA/UVersG.

## 2.2. Voluntary insurance

The contract is concluded for the period agreed in the insurance policy. Insurance cover ceases for the individual insured person upon termination of the contract, his/her becoming subject to mandatory insurance or his/her exclusion. Insurance cover also ceases three months after giving up self-employment or collaboration as a family member not subject to mandatory insurance.

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# 3. Premiums

## 3.1. Change in premium rate, level and class

If the company's classification in the hazard classes and levels changes, elipsLife may request that the contract be amended from the following insurance year. If the premium rate changes, the change applies from the beginning of the following insurance year. In both cases, elipsLife must inform the policyholder at least two months prior to the amendment of the contract.

Regardless of the term of the contract, if the net premium rate or the premium surcharge for administrative costs (percentage surcharge) increases, but not if the other premium surcharges change, the policy may be terminated by the policyholder within 30 days of receipt of notification from the insurer. The insurer must inform the policyholder of the increase in the net premium rate or the premium surcharge for administrative costs no later than two months before the end of the current financial year.

## 3.2. Calculation of the final premium

After an insurance year has ended, the policyholder must inform elipsLife within one month of the salaries subject to premiums that have been paid out during the past calendar year. Based on this information, elipsLife calculates the final premium amounts and collects any additional premiums or pays back premium reimbursements. If the policyholder fails to meet his or her reporting obligation, elipsLife shall set the presumed premium amounts owed by disposition.

## 3.3. Annual flat-rate premium

No annual premium invoice based on the actual salary is issued. If the actual total annual payroll of mandatory insured persons exceeds CHF 10 000, the policyholder is obliged to inform elipsLife of this and to pay the additional premium required in accordance with the premium rate, retroactively for a maximum of five years if applicable.

## 3.4. Minimum premium per year

A minimum premium of CHF 100 each per year is envisaged for the occupational and non-occupational accident insurance lines respectively. This amount includes the premium surcharges in accordance with the AIA. The minimum premium is also charged for part of a year for each insurance line.

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## 4. Disposition and applicable law

### 4.1. Disposition

This contract constitutes a disposition with regard to premium rate classification. Within 30 days of its receipt, the policyholder may lodge an objection with elipsLife in writing or orally by appearing in person. Such objection must be justified. The oral objection must be recorded in a protocol by elipsLife and signed by the party objecting. The objection procedure is free of charge and does not entail any right to compensation.

### 4.2. Applicable law

In all other respects, the Swiss Federal Act on General Aspects of Social Security Law (GSSLA) and the respective Federal Act on Accident Insurance (AIA/UVersG) and associated ordinances apply.

### 4.3. 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.

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## 5. 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](http://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](mailto: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](mailto: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.**

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## 6. Glossary

### 6.1. Abbreviations used

<b>AIA</b>	Federal Act on Accident Insurance
<b>AIO</b>	Ordinance on Accident Insurance
<b>GPC</b>	General Policy Conditions
<b>GSSLA</b>	Federal Act on General Aspects of Social Security Law
<b>LI</b>	Liechtenstein
<b>OUFL</b>	Obligatory Accident Insurance in the Principality of Liechtenstein
<b>UVersG</b>	Accident Insurance Act (Liechtenstein)
<b>UVersV</b>	Ordinance on Accident Insurance (Liechtenstein)