

# General Conditions of Insurance (GCI)

## Accident insurance pursuant to the AIA

Note:

- For reasons of readability only the male pronoun is used.

**Conditions of contract applicable to the obligatory insurance offered in compliance with the AIA, issued in 2023**

### 1. Decision

This contract constitutes a decision with respect to the classification of companies and persons in premium tariffs in compliance with Article 105 AIA.

The policyholder may object to the decision in writing to the insurer within 30 days of receipt or he may appear in person and make an oral objection; the reasons for the objection must be stated clearly. Minutes of an oral objection will be established by the insurer and the minutes will be signed by the objector. The objection procedure is free and no compensation will be paid.

### 2. Acceptance of the contract, right of rectification

If the rest of the contract does not correspond with the agreement made, within four weeks of receipt of the contract the policyholder shall request that the contract be rectified, otherwise it will be assumed that the contract has been accepted.

### 3. Duration of the contract, termination

#### 3.1

The contract for the obligatory insurance may be terminated when the period stated on page one expires; a one-month period of notice must be observed. If the contract is not terminated it is extended in each case for a further three years. Regardless of the duration of contract, the contract may be terminated by the policyholder within 30 days of receiving notice from the insurer about increases in the net premium rate/rates or in the premium supplement for administrative costs (percentage surcharge), however the contract may not be terminated if other premium supplements are modified. The insurer has to inform the policyholder about the increase in the net premium rate/rates or in the premium supplement for administrative costs at the latest two months before the end of the current financial year.

#### 3.2

The contract is entered into for a period of 3 years. It can be cancelled at the end of this contractual period. If cancellation does not occur, it is renewed for one more year at a time. The notice period is 3 months. Cancellation shall be considered to have occurred punctually if conveyed to the contractual partner no later than on the last day before the start of the 3-month period. Terminating the contract by serving notice of cancellation does not release the policyholder from the obligation to insure their employees as per AIA/UVG.

#### 3.3

The insured may terminate voluntary insurance when the stipulated contract period expires; the insurance must be terminated at the end of the insurance year and a three-month period of notice is to be observed. To be valid, notice of termination must be received by the contractual partner at the latest on the last working day before the three-month period of notice begins. In addition, voluntary insurance terminates for each insured person when the contract is revoked, when the insured becomes subject to the obligatory insurance and is excluded and three months after the insured ceases to be self-employed or ceases to work in the capacity of a member of the family who is not subject to the obligatory insurance requirement.

### 4. Calculation of the final premium for the obligatory insurance

#### 4.1

Within one month of expiry of the insurance year the policyholder shall notify the insurer of the salaries paid in the expired year upon which premiums are due. Based on this information the insurer calculates the final premium and depending on the circumstances requests payment of an adjustment premium or refunds excess premiums.

#### 4.2

If the policyholder does not supply the information required the insurer determines the premiums which are likely due and informs the policyholder of the company's decision.

#### 4.3

Amounts less than CHF 20.– are ignored for reasons of cost.

### 5. Lump-sum premiums

If lump-sum premiums are paid no annual settlement process based on the effective salary paid will be conducted. If the effectively paid salary of the compulsorily insured person exceeds CHF 10,000.– the policyholder has a duty to inform the insurer and to pay the increased premium required according to the tariff, if necessary retrospectively for a maximum period of five years.

### 6. Modification of the classification of companies in premium tariffs or modification of the premium tariff

As stated in Article 92 paragraph 5 AIA, if the classification of a company in the hazard classes and levels changes the insurer may request that the contract be modified from the beginning of the next financial year. If the premium tariff is modified the modified tariffs apply at the beginning of the next financial year. In both cases the insurer shall inform the policyholder at the latest two months before the contract is modified.

## **7. Data processing**

Visana Insurance Ltd processes data obtained from contracts or while claims are processed and uses such data to determine premiums, assess risk, process insurance cases, for statistical purposes and for marketing. Data is stored either physically or electronically. Within the scope of what is required Visana Insurance Ltd may pass data on for processing to third parties involved in processing claims, in particular other insurers, reinsurers and the social insurances.

## **8. Access to data**

To fulfill the obligations arising from the contract, Visana Insurance Ltd is given the right to access the all the relevant paperwork held by the policyholder.

## **9. Notifying the insurance company**

Any notification and all correspondence from the policyholder or a rightful claimant should be addressed to Visana Insurance Ltd at Bern or to the responsible agency as indicated in the contract. By using an electronic communication channel, you accept that unauthorised third parties might obtain knowledge about the transmitted data, the recipient and the sender. Visana Insurance Ltd accepts no liability for damages incurred by the policyholder or the insured person as a result of the transmission of unencrypted electronic data.

## **10. Applicable law**

The Federal Accident Insurance Act (AIA/UVG) and the pertinent ordinances apply in all other respects.