

2020 version



# Accident Insurance (AIA)

General terms and conditions of insurance (GTC)

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### 1 Basis of the contract

Sympany Versicherungen AG, Basel, (hereinafter referred to as “Sympany”) grants insurance cover in accordance with the Federal Act on Accident Insurance (AIA) of 20 March 1981, the ordinances associated therewith and the following provisions.

### 2 Duration of the contract, termination

#### 2.1 Compulsory insurance

The contract is concluded for the duration agreed in the insurance policy. It shall be extended by an additional year at the end of this term, unless a contractual partner has received advance notice of termination of the contract with at least three months' notice. If the contract is concluded for less than one year, it expires on the day stipulated in the insurance policy. Cancellation of the contract through its termination does not release the policyholder from the obligation to insure its employees in accordance with the Federal Act on Accident Insurance (AIA).

#### 2.2 Voluntary insurance

In accordance with Art. 137 (3) of the Accident Insurance Ordinance (AIO), voluntary insurance may be terminated at the end of the agreed contract term subject to a notice period of three months before the end of an insurance year. Notice of termination shall be deemed to have been given in good time if it is received by the contractual partner no later than the last day prior to the start of the three-month notice period. Voluntary insurance also ends for the individual insured person when the contract is terminated or if he/she is moved onto compulsory insurance or excluded, and three months after the cessation of self-employment or employment as a family member with non-compulsory insurance.

### 3 Change to the premium scale or classification of companies into hazard classes and levels

If the classification of the company's hazard class or level changes on the basis of Article 92 (5) of the AIA, Sympany may demand that the contract be amended from the following financial year. If the premium scale changes, the change shall apply from the beginning of the following financial year. In both cases,

Sympany must inform the policyholder no later than two months in advance of the amendment of the contract.

### 4 Cancellation in the event of an increase in the net premium rate or the percentage of the premium surcharge for administrative costs (Art. 59a (2) AIA)

In the event of increases in the net premium rate or the percentage of the premium surcharge for administrative costs, the insured company may terminate the contract within 30 days of receiving notification from the insurer. The insurer must notify the insured companies of the increases at least two months before the end of the current financial year.

The policyholder shall be deemed to have agreed to the change in premiums if it fails to terminate the contract or fails to do so in good time.

### 5 Acceptance of the contract and right to rectification

If the content of the contract does not correspond to what was agreed upon, the policyholder must demand that it be corrected within four weeks of receipt of the document. Otherwise, the content of the contract shall be deemed to have been accepted by the policyholder.

### 6 Calculation of the final compulsory insurance premium

After the end of the insurance year, the policyholder is to inform Sympany within one month the paid out salaries subject to premiums from the previous calendar year. Based on this information, Sympany shall calculate the final premium amounts and claim any additional premium or refund a return premium. If the policyholder fails to comply with its reporting obligation, Sympany shall set presumed premium amounts owed by way of an order.

### 7 Flat-rate premium per year

An annual premium statement based on the actual salary is foregone. If the actual annual payroll of a holder of a compulsory insurance policy exceeds CHF 10,000, the policyholder is obliged to inform Sympany and to pay the additional premium required based on the tariff, possibly retroactively, for a maximum of five years.

## **8 Minimum premium per year**

A minimum premium of CHF 100 per year is stipulated for occupational and non-occupational accidents. This amount includes the premium surcharges pursuant to Article 92 (1) of the Federal Act on Accident Insurance (AIA). The minimum premium shall also be levied for each insurance class for a year that has already started.

## **9 Applicable law**

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

## **10 Notifications**

All communications must be directed to Sympany Versicherungen AG, Basel.

