

ÖKK

ÖKK ACCIDENT INSURANCE (UVG)

General Insurance Conditions (AVB)
ÖKK Kranken- und Unfallversicherungen AG
Edition 2014

1. Contract fundamentals

ÖKK Kranken- und Unfallversicherungen AG provides insurance coverage in accordance with the Swiss Federal Accident Insurance Act dated 20 March 1981 (UVG), the accompanying ordinances and the following provisions. SOLIDA Versicherungen AG is the insurer of long-term benefits in accordance with Article 7, para. 2 of the UVG.

2. Duration of the contract, termination

2.1. Compulsory insurance

This contract has been concluded for the duration agreed in the policy. Unless a contractual partner has received notice of termination no later than three months before the end of duration of the contract, the duration of the contract shall automatically be extended for another year. If the contract has been concluded for less than one year, it shall terminate as at the date specified in the policy. The dissolution of the contract through termination does not absolve the policyholder from his obligation to insure his employees under the UVG.

2.2. Voluntary insurance

This contract has been concluded for the duration agreed in the policy. For each individual insured person, the insurance shall end upon cancellation of the contract, the insured person becoming subject to compulsory insurance, or his exclusion from the insurance. The insurance shall also end three months after the insured person has stopped working on a self-employed basis or working as a family member not covered by compulsory insurance.

3. Change to the premium tariff or classification of work into classes and levels

If the classification of the work into risk classes and levels based on Article 92, para. 5 of the UVG changes, ÖKK may require that the contract be amended starting from the following insurance year. If the premium tariff changes, any changes shall apply from the start of the following insurance year. In either case, ÖKK shall inform the policyholder of this no later than two months before the amendments to the contract enter into effect.

4. Acceptance of contract, right of rectification

If the content of the contract does not match the agreements reached, the policyholder shall demand that the certificate be rectified within four weeks of receiving it; otherwise he/she is deemed to have accepted the content of the contract. This does not affect the right to lodge objections with regard to the classification into a premium tariff in accordance with Article 8 hereof.

5. Determination of final compulsory insurance premium

At the end of an insurance year, the policyholder shall notify ÖKK of the salary paid out during the past calendar year that is subject to premiums within one month. Based on this information, ÖKK shall determine the final premium amounts and either demand an adjustment premium, where due, or refund any premium amount due to the policyholder. If the policyholder fails to comply with the obligation to notify ÖKK of this information, ÖKK shall, by decree, determine the expected premium amounts owed.

6. Flat-rate premium per year

An annual premium statement based on the actual salary is not sent out. If the actual annual salary amount of the person insured under compulsory insurance exceeds CHF 10,000, the policyholder shall notify ÖKK of this and pay the additional premiums required under the tariff, where applicable retroactively for up to five years.

7. Minimum premium per year

A minimum premium of CHF 100 per year is charged for both the areas of occupational and non-occupational accident insurance. This amount contains the additional premiums specified under Article 92, para. 1 of the UVG.

8. Decree

With regard to classification into the premium tariffs, this contract represents a decree within the meaning of Article 52 of the Swiss Federal Act on the General Part of Social Insurance Law (ATSG) and Article 124 (d) of the UVV. The policyholder may lodge an objection with ÖKK in writing or verbally (in the event of a personal meeting) within 30 days of receipt. Reasons for any such objection must be given. Any such verbal objection shall be documented by ÖKK in a record of the meeting and must be signed by the party lodging the objection. The objection procedure is not subject to charge and does not give rise to any entitlement to compensation.

9. Applicable law

In addition, the Swiss Federal Act on the General Part of Social Insurance Law (ATSG) as well as the Swiss Federal Accident Insurance Act and its accompanying ordinances shall apply.

10. Notices to ÖKK

All notices shall be sent to the head office in Landquart or to the agency /broker specified in the policy.