

General Conditions of Insurance (GCI)

Basic Supplementary Health Insurance (FLIC)

Notes:

- For reasons of readability only the male pronoun is used.
- The original version of these provisions is the German version. Versions in other languages are translations. The German text is valid in cases of doubt arising because of interpretation.

1. General information

1.1 Who is the insurer?

The insurer for this insurance offered supplementary to the obligatory health care insurance offered in accordance with the FLHI is Visana Insurance Ltd (domiciled in Bern). Other conditions of insurance apply for the obligatory health care insurance offered in accordance with the FLHI (KVG).

1.2 Which documents constitute your insurance contract?

Your insurance contract – whether for individuals or for persons insured under a group contract – consists of the following documents:

1. your application for insurance
2. the policy
3. the General Conditions of Contract
4. the Supplementary Conditions (specific description of benefits)
5. any special agreements if necessary.

Unless otherwise agreed, the insurance is offered in conformity with the provisions of the Federal Law on Insurance Contracts (FLIC).

2. Insured person

2.1 Who is insured?

The individuals named on your policy are insured.

3. Benefits of the insurance

3.1 What is insured?

You can take out insurance to cover the financial consequences of

- illnesses
- accidents
- maternity (pregnancy, birth and the mother's subsequent convalescence period).

The scope of the specific insurance cover you have contracted for is indicated in your insurance policy and in the Supplementary Conditions of insurance. To assess the claim for benefits the normal locally applicable rates in force at the time the claim for benefits is made are deemed to apply as are the lists mentioned in the Supplementary Conditions maintained by Visana, official lists and those of the social insurance organisations. Lists can be consulted and extracts may be obtained from the offices responsible. Benefits for maternity (pregnancy, birth and the mother's subsequent convalescence period) will only be provided if the mother has been insured for at least 360 days at the time of the birth under the appropriate supplementary insurance.

If benefits are to be provided supplementary to those of the obligatory health insurance, the basis for determining benefits will be the scope of benefits for the obligatory insurance at the time the claim is made.

If a claim is made on the supplementary health insurance for benefits that would have to be paid by the obligatory health care insurance if a medical prescription were available no benefits will be paid from the supplementary health care insurance.

3.2 What is deemed to be an illness?

Illness is any involuntary impairment of physical or mental health that does not result from an accident and that requires a medical examination or treatment or leads to incapacity for work. Complications in birth and pregnancy are deemed to be illnesses.

3.3 What is deemed to be an accident?

An accident is defined as a sudden involuntary injury caused to the human body by an extraordinary external factor, resulting in impairment of physical or mental health.

The following physical injuries are classified as accidents even if they are not due to any unusual external factor provided they are not clearly caused by a disease or physical degeneration; the list is final:

- Bone fractures
- Dislocated joints
- Torn meniscus
- Torn muscles
- Sprained muscles
- Torn ligaments
- Ligament lesions
- Eardrum injury

Occupational diseases are also deemed equivalent to accidents.

The following are also deemed to be accidents:

- Involuntary inhalation of gases or vapors and accidental consumption of poisonous or corrosive materials
- Frostbite, heat-stroke, sunstroke and damage to health caused by ultraviolet rays, with the exception of sunburn
- Drowning

Suicide, self-mutilation and attempts to carry out the same are only deemed to be accidents if the insured person was totally incapable of rational action at the time of the incident through no fault of his own, or if the action was a clear consequence of an insured accident. If such actions are performed while the person is in a state of diminished responsibility, they are deemed to be illnesses.

3.4 May accident cover be excluded?

Accident cover cannot be excluded. Visana Insurance Ltd grants benefits in case of accident if benefits are not paid by any other accident insurance. Benefits will be paid solely in addition to those of the obligatory health care insurance.

3.5 When does Visana Insurance Ltd not pay benefits?

Visana Insurance Ltd pays no benefits in the following cases:

- for spa and convalescence cures
 - for drugs indicated on Visana's list of drugs (the list mainly contains lifestyle preparations)
- Military service, warlike incidents, disturbances
- for the consequences of warlike events in Switzerland and abroad
 - for the consequences of all types of disturbances and countermeasures other than where the insured person can prove that he was not active as a disturber of the peace or participating in agitation
 - In connection with service in a foreign army

Acts of God

- in case of earthquakes or meteor strikes
- for cases of illness or accident caused by ionizing rays

Personal responsibility

- for the consequences of committing crimes or offences or of attempts to carry out the same
- for the consequences of participation in brawls and fights unless, while otherwise uninvolved, the insured is injured by the protagonists or while coming to the assistance of a defenseless person
- for the consequences of dangers to which the insured exposes himself by provoking others
- for injuries resulting from hazardous activities. Hazardous activities are actions through which the insured is exposed to exceptional danger through not taking or while unable to take measures to reduce the risk to a reasonable level.
- willfully causing an insured incident by an insured person or another rightful claimant
- for treatment required as a consequence of abusing medicines, drugs or alcohol. Abuse of addictive substances is expressly excluded and is not deemed to be an illness and therefore no benefits will be paid by Visana Insurance Ltd.

Other exclusions

- cosmetic operations
- dental treatment
- cases of willfully violation of obligations in legislation, the GCC, the Supplementary Conditions or special agreements
- for risks excluded from the insurance cover
- illnesses and accidents and resulting complications and late consequences of accidents, which occur in periods when the insurance is suspended or after the contract has been terminated.

3.6 When does entitlement to benefits become statute-barred?

Visana Insurance Ltd pays no benefits if your claim for benefits is submitted more than two years after the event on which the claim is based occurred.

3.7 When does Visana Insurance Ltd reduce benefits?

Visana Insurance Ltd waives its right to reduce benefits if the insured incident is caused by gross negligence. No cover is provided from the Basic supplementary insurance to compensate for benefit reductions or refusal to pay benefits by other insurers.

3.8 How long does Visana Insurance Ltd pay benefits?

If the claim is acknowledged Visana Insurance Ltd pays benefits for the insured duration, at most until the point in time when the contract is terminated.

4. Validity and duration of the contract

4.1 How can I take out the insurance with Visana Insurance Ltd?

To take out insurance you must sign a proposal form. This proposal may be cancelled within 7 days of signing by sending a registered letter to Visana Insurance Ltd. Any incidental guarantees of cover already given expire retrospectively on sending the letter of cancellation.

4.2 How is the insurance proposal form processed?

Visana Insurance Ltd checks the proposal and can request a medical examination in the case of each request for new or increased insurance. By signing the proposal form you authorize Visana Insurance Ltd to make all necessary inquiries to obtain information from officials, doctors and third parties.

Illnesses and consequences of accidents which exist at the time of application, or had existed prior to the application, may be excluded from insurance cover. If you do not report illnesses and accidents which you are aware of on the proposal form, Visana Insurance Ltd has the right to exclude such risks retrospectively when they become apparent. In such a case the company can also withdraw from the contract within 4 weeks of the violation of the obligation to notify coming to its attention and demand reimbursement of all benefits paid in connection with the concealed complaint from commencement of the contract.

Visana Insurance Ltd can reject applications for insurance without explanation and demand increased premiums to insure certain illnesses and consequences of accidents.

4.3 When does your insurance begin?

The contract is valid as soon as Visana Insurance Ltd issues the policy or declares it accepts the application. Insurance cover begins on the day agreed as noted in the policy.

4.4 When does the insurance end?

The insurance ends on the death of the insured person or on termination of the contract. Special conditions for group insurance remain reserved.

4.5 When can you cancel the insurance?

- On expiry of the contract:

You may cancel the insurance when the contractual period laid down in the policy expires while adhering to a 3 months period of notice.

To be valid, notice of cancellation must be received by Visana Insurance Ltd at the latest on the last working day before the period of notice begins.

- In case of a claim:

You can cancel your insurance after each illness or after each accident for which Visana Insurance Ltd pays benefits, at the latest 14 days after receipt of the benefits. Visana Insurance Ltd's liability terminates 14 days after receipt of notice to cancel the insurance.

- Where changes are made to the contractual relationship (compare paragraph 7 of the GCC).

4.6 What happens when the contractual period ends?

If you do not make use of your right to cancel the insurance, the contract continues for a further year. Visana Insurance Ltd undertakes to continue the contract after expiry of the contractual period laid down in the policy. However, the obligation to continue the contract is no longer binding in cases where an insured event is caused deliberately or if the insured person has been guilty of attempted or accomplished insurance fraud.

Visana Insurance Ltd informs the insured person that the company waives the right to continue the contract within 6 months of the incident coming to its attention.

The contract is cancelled on the contractual expiry date subsequent to issue of the notification.

4.7 Can Visana Insurance Ltd cancel your insurance after you have made a claim?

Visana Insurance Ltd waives its right to cancel the contract after an insured event occurs. The right to cancel the insurance in compliance with paragraph 4.2 remains reserved.

4.8 Are prepaid premiums refunded on cancellation of the contract?

If premiums were paid in advance for a specific contractual period and if the contract is cancelled for legal or contractual reasons before this period expires, Visana Insurance Ltd will refund those premiums that were paid in advance for the months that follow upon the incident that led to the termination of the insurance.

This rule does not apply if the contract was in force for less than one year at that point in time and the contract was cancelled at the request of the policyholder after making a claim in accordance with paragraph 4.5.

4.9 When can you suspend the insurance?

You are able to suspend the insurance for a definite or an indefinite period

- if you are staying abroad for more than three months and have moved your legal residence to the other country or
- if you have to change insurer because of your trade or profession.

Notify Visana Insurance Ltd once the reason for the suspension is no longer valid.

The insurance cover is automatically revived from the date notification is received by Visana Insurance Ltd.

In cases where the insured returns to Switzerland from abroad benefits will be paid at the earliest from the date when the insured is again legally resident. Proof of residency (legal domicile) has to be submitted to Visana Insurance Ltd. Reduced premiums will be charged if insurance is suspended. The insured is only entitled to the reduced premium during the period in which the reason for suspension prevails. If you are late in notifying the insurer that the reason for the suspension no longer exists you are liable for the premiums in full retrospectively.

5. Area of application

5.1 Where is the insurance valid?

As a rule the insurance cover applies for treatment that takes place in Switzerland. In certain cases benefits will be provided for treatment that is provided abroad. Please consult the specific Supplementary Conditions for the insurance.

6. Premiums

6.1 What premiums do you have to pay?

The valid premiums can be found in your insurance policy.

6.2 When are premiums due?

Dates for payment of premiums and the terms of payment are indicated on the premium invoice.

You may pay premiums either monthly, bimonthly, quarterly, semi-annually or annually. Visana Insurance Ltd grants a discount if premiums are paid semi-annually or annually. Invoiced amounts of less than CHF 200.– per year may only be paid annually.

6.3 In addition to the premium, what else do you have to pay?

If the Supplementary Conditions stipulate that portions of costs have to be borne by the insured person, such participation in costs has to be paid within 30 days of receipt of the invoice.

Visana Insurance Ltd is entitled to demand reimbursement of all costs and expenses caused by late payment of invoices or to offset such against claims for reimbursement on the insurance.

6.4 What happens if you pay your premiums late?

If the premium is not received by Visana Insurance Ltd within the period set for payment you will be sent a written demand for payment that has to be settled within 14 days of the date of postage. If the demand for payment is ignored the company's obligation to pay benefits is suspended after the deadline for payment expires.

Suspended insurance can be reactivated and the original level of cover can be restored irrespective of the state of health of the insured person if application to this effect is received within 2 months after the obligation to pay benefits ceased and on payment of all outstanding premiums and costs (interest on arrears, cost of reminders, cost of legal collection). To the extent that proof can be supplied of a satisfactory state of health, this is also possible even after expiry of the delay mentioned. Cover recommences from the time payment is made. Retrospective reactivation of cover is not possible in any case. After the insurance has been suspended for at least 2 months because of nonpayment of premiums, Visana Insurance Ltd is entitled to dissolve the contract.

Visana Insurance Ltd is authorized to demand repayment of all costs caused by the default, such as expenses for reminders, legal collection and interest on arrears, etc., or to offset such against claims.

7. Changes to the contractual relationship

7.1 What changes can Visana Insurance Ltd make to the contractual relationship?

Visana Insurance Ltd is entitled to adapt premiums to take account of the development of costs and the structure of the group of people insured.

Visana Insurance Ltd is further entitled to modify the Supplementary Conditions with respect to the benefits paid if changes occur in the social insurance sector or in the relationship between service suppliers and Visana Insurance Ltd. This condition applies in particular to Visana's own lists; these lists can be viewed at the agency responsible or extracts from the lists may also be requested from the agency.

Visana Insurance Ltd publishes the new premiums and any changes in the benefits sector (modification of the SC) at least 30 days before such take force. You are then entitled to cancel the contract at the end of the current calendar semester. This condition does not apply in cases where Visana modifies its own lists.

To be valid notice of cancellation must be received by the agency responsible on the last working day of the calendar semester at the latest. If you do not serve such notice to cancel the insurance, it is assumed you agree with the changes.

7.2 Do changes to your personal circumstances influence the insurance?

If a scale of premiums arranged according to hazard class and place of residence or otherwise is foreseen for certain types of benefits and if changes occur in your circumstances with respect to such, Visana Insurance Ltd can adapt the premium correspondingly. Notify the responsible agency of Visana Insurance Ltd indicated in the policy within 30 days of such changes.

If you neglect to do so within this period, Visana Insurance Ltd can demand payment of any outstanding premiums when the circumstances come to its attention.

If premium tariffs are age contingent, changes to premiums are made automatically as the corresponding age limits are attained.

8. Obligations and substantiation of claims

8.1 How do you get reimbursements?

After Visana Insurance Ltd has received all the necessary information, the company pays whatever is due to you onto your bank or post office account, if you proceed as follows:

Submit all invoices and receipts within one month of receipt. You have to inform Visana Insurance Ltd about stays in hospital or in other institutions at least 14 days before such begin, in emergencies at the latest 14 days after such stays commence. Visana Insurance Ltd issues a guarantee of payment within the framework of the insurance cover within ten days. If the Supplementary Conditions stipulate that the insured person has to request a guarantee of payment from Visana Insurance Ltd before availing himself of a medical service, insurance benefits may be refused in the absence of a corresponding guarantee of payment.

The "tiers payant" system remains reserved (agreement between Visana Insurance Ltd and services providers according to which invoices are addressed directly to Visana Insurance).

8.2 What obligations do you have in connection with substantiation of claims?

Visana Insurance Ltd has the right to demand paperwork and information, in particular medical certificates. You hereby authorize Visana Insurance Ltd to demand such paperwork and information directly and to direct that a medical examination be carried out to determine entitlement to benefits by a doctor designated by Visana Insurance Ltd.

You undertake to release all doctors and officials, insurers and lawyers who have treated, advised or insured you, from the obligation to maintain patient privacy and confidentiality in relation to Visana Insurance Ltd.

You acknowledge that you submit to this obligation and undertake to give truthful information about anything which may concern the current case and earlier illnesses and accidents.

8.3 What happens if you violate obligations relevant to substantiation of claims?

You acknowledge that Visana Insurance Ltd has the right to refuse benefits in cases of violation of obligations arising from legislation, the GCI, Supplementary Conditions or special agreements, unless it can be proven that the conduct contrary to the terms of contract had no influence on the illness or consequences of the accident or on acquiring information about such and that the action was not willful. The insurance claim is forfeited if the insured person does not submit all required documents within 4 weeks after being reminded to do so in writing by Visana Insurance Ltd.

9. Miscellaneous conditions

9.1 Where does Visana Insurance Ltd fulfill its obligations and where do you fulfill yours?

The obligations arising from this contract are fulfilled in Switzerland in Swiss currency.

You undertake to provide Visana Insurance Ltd with a Swiss bank or post office account as the address to which payments are to be made.

9.2 What should you report to Visana Insurance Ltd?

All information and any notification that the policyholder and/or the insured person is obliged to give should be addressed to the responsible of agency of Visana Insurance Ltd. Any prej-

udice resulting from willful violation of the obligation to inform and notify is at the expense of the person insured.

9.3 How does Visana Insurance Ltd communicate with insureds?

Visana Insurance Ltd informs insured persons by means of the insureds' forum (Versichertenforum).

9.4 Which legal venue is competent if disputes arise?

In case of dispute a rightful claimant may choose either the court of jurisdiction at the head office of Visana Insurance Ltd in Bern or at his own place of residence. If a rightful claimant lives abroad, the exclusive legal venue is Bern.

9.5 What applies in a situation with a number of insurers or liable third parties?

The insured is obliged to inform Visana if other insurance companies or third parties are liable to pay benefits for an insured incident. The insured also has to inform Visana if benefits are received. Visana Insurance Ltd has to be informed about any settlements or agreements to waive benefits before such are drawn upon or respectively accepted. The legal provisions concerning double insurance and over-insurance are deemed to apply.

The benefits of the social insurance organizations (e.g., mandatory accident insurance) take precedence over those of this supplementary health insurance.

9.6 Who is entitled to set off payments?

Visana Insurance Ltd can set off benefits against outstanding premiums and participation in costs. The insurer has the right to reclaim benefits paid in error. In this case too, the insurer has the right to set off benefits against payments.

You may not set off demands on the insurer against premiums and participation in costs.

9.7 May you cede or pledge claims on Visana Insurance Ltd?

Claims on Visana Insurance Ltd may neither be ceded nor pledged. Visana Insurance Ltd will not be bound by any agreements to cede or pledge claims made by the insured.