

# General Conditions of Insurance (GCI) 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. Generalities

### 1.1 Who are you insured with?

The insurer for these insurance plans, which are supplementary to the social health insurance according to the FLHI, is Visana Insurance Ltd domiciled in Bern.

Other conditions of insurance apply to the social health insurance.

### 1.2 What forms part of your definite insurance contract?

Your insurance contract both for individual and group insurance consists of:

1. your application for insurance
2. the policy
3. these general conditions of contract
4. the supplementary conditions (definite description of benefits)
5. special conditions if applicable.

Unless otherwise expressly agreed, the Federal Law on Insurance Contracts (FLIC) applies.

## 2. Person insured

### 2.1 Who is insured?

The persons named on your policy are insured.

## 3. Insurance benefits

### 3.1 What is insured?

You can insure against the economic consequences of

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

You can see the scope of your particular insurance in the policy and the accompanying supplementary conditions. Claims for benefits are assessed on the basis of the valid local rates at the time a claim for benefits is made and Visana's lists, official lists and lists of the social insurance organizations as mentioned in the supplementary conditions. These lists can be seen or extracts obtained at the premises of Visana Insurance Ltd.

Maternity benefits (pregnancy, birth and the mother's subsequent convalescence) are only paid if at the time of the birth the mother has been insured under the appropriate supplementary insurance for at least 360 days.

If benefits are paid supplementary to those of the obligatory insurance, these are based on the scope of benefits valid at the time of the claim under the obligatory insurance.

If benefits are claimed for under supplementary insurance, which, if a medical prescription were available, would also have

to be paid by the obligatory insurance no benefits will be paid from the supplementary health insurance.

### 3.2 What is considered as an illness?

Illness is every involuntary impairment of physical or mental health not resulting from an accident which requires a medical examination or treatment or leads to incapacity for work. Ailments connected with pregnancy and birth are viewed as illnesses.

### 3.3 What is viewed as an accident?

An accident is the sudden unintentional damaging effect of an exceptional external factor on the human body which results in impairment of physical or mental health.

The following physical injuries are viewed as accidents as long as they cannot be clearly attributed to an illness or degeneration even if no exceptional external factors are present; the list is conclusive.

- broken bones
- dislocation of joints
- torn meniscus
- torn muscles
- sprained muscles
- torn tendons
- torn ligaments
- injuries to the eardrum

### The following also count as 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 do the same are viewed as accidents if the insured person was totally incapable of rational action at the time of the incident or if the action was a clear consequence of an insured accident. If such actions are performed while the person is in a state diminished responsibility, they are viewed as accidents.

### 3.4 Can you exclude accident cover?

Accident cover can be excluded if this is provided for by the supplementary conditions.

### 3.5 When does Visana Insurance Ltd not pay?

In the following cases Visana Insurance Ltd pays no insurance benefits:

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 on the side of the disturbers of the peace or participated in agitation

- in connection with service in a foreign army.

Acts of God

- in the case of earthquakes or meteor strikes
- in case of illness or accident caused by ionizing rays.

Personal responsibility

- for the consequences of committing crimes or delicts or for the consequences of attempts to do the same
- for 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 exposes himself to exceptional danger without taking measures or being in a position to take measures to reduce the risk to a reasonable level.
- willfully causing an insured incident by an insured person or another rightful claimant
- treatment and incapacity for work resulting from abuse of medicine, drugs or alcohol. The abuse of these addictive substances is expressly excluded from illness risk and results in no benefits from Visana Insurance Ltd

Other exclusions

- cosmetic operations
- dental treatment, other than where this is insured with supplementary insurance
- by culpable neglect of obligations arising from the law, GCC, supplementary conditions or special agreements
- risks excluded from insurance cover
- illnesses and accidents including consequences thereof and relapses which occur when the contract is suspended or after the contract has been dissolved.

### 3.6 Do claims for benefits lapse?

Visana Insurance Ltd pays no benefits if claims are made after two years have elapsed from the occurrence on which the claim is based.

### 3.7 When does Visana Insurance Ltd reduce benefits?

Visana Insurance Ltd renounces its right to reduce benefits if the insured incident is caused by gross negligence. Reductions or refusal of benefits from other insurance plans will not be covered within the framework of supplementary insurance.

### 3.8 For how long does Visana Insurance Ltd pay benefits?

Visana Insurance Ltd pays benefits for the insured duration after acknowledgement of the claim, at most till the contract is dissolved.

## 4. Validation and duration of the contract

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

To take out insurance it is necessary to sign a proposal form. This proposal can be cancelled within seven days of signing by means of a registered letter to Visana Insurance Ltd. Any incidental guarantees of cover already given are cancelled retrospectively on sending the letter of cancellation.

### 4.2 How is the insurance proposal form processed?

Visana Insurance Ltd checks the proposal and in the case of new or increased insurance can require a medical examination. By signing the proposal form you authorize Visana Insurance

Ltd to make all necessary inquiries of officials, doctors and third parties.

Illnesses and consequences of accidents which exist or have existed at the time application is made may be excluded from insurance cover. If you do not note illnesses and accidents of which you are aware on the proposal form Visana Insurance Ltd has the right to exclude these retrospectively when these 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 proposals for insurance without explanation and insure certain illnesses and consequences of accidents only on payment of an increased premium.

### 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 proposal. Insurance cover begins on the agreed day stated in the policy.

### 4.4 When does the insurance end?

The insurance ends on the death of the insured person or when the contract is dissolved. All special conditions for group insurance remain reserved.

### 4.5 When can you cancel the insurance?

- On expiry of the contract:

You can cancel the insurance when the duration of the contract laid down in the policy elapses while observing a three month period of notice. Notice of cancellation is regarded as having been sent in due time if it is received by Visana Insurance Ltd at the latest on the last working day before the period of notice begins.

- In the case of a claim:

You can cancel the appropriate part of your insurance after each incident of 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 the contracted relationship changes (compare paragraph 7 of these GCC.)

### 4.6 What happens when the period contracted for ends?

If you do not make use of your right to cancel, the contract is prolonged for another year. Visana Insurance Ltd undertakes to continue the contract after the contractual period laid down in the contract expires. 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 of its renouncement of continuing the contract within six months of the incident concerned coming to its attention. The contract is cancelled on the contractual date of expiry following notification.

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

Visana Insurance Ltd renounces its right to cancel the contract after an insured incident occurs. The right to cancel the insurance in compliance with para. 4.2 remains reserved.

### 4.8 Are prepaid premiums refunded on cancellation of the contract?

If premiums were paid for a specific contractual period and the contract is cancelled for legal or contractual reasons before this period expires Visana Insurance Ltd refunds the premiums

which were paid for the months following the occurrence leading to cancellation.

This rule does not apply if the contract had been in force for less than one year and the contract was cancelled at the request of the policyholder after making a claim, as described in para. 4,5.

#### 4.9 When can you suspend the insurance?

You can suspend the insurance for a definite or indefinite period;

- if you stay abroad for longer than three months and move your domicile abroad
- or
- if you are obliged to insure elsewhere because of your employment.

When the reasons for suspension cease to exist, inform Visana Insurance Ltd of this. The insurance is reactivated automatically from the time your notification is received by Visana Insurance Ltd.

If you return from abroad to Switzerland benefits will be paid at the earliest from when domicile is resumed. Proof of taking domicile (legal domicile) has to be supplied to Visana Insurance Ltd.

Reduced premiums are payable for suspended insurance. The right to pay reduced premiums exists only as long as the reason for suspension exists. If notification of removal of the reason for suspension is delayed, the whole premium is due retrospectively.

## 5. Territorial validity

### 5.1 Where is the insurance valid?

In principal, the insurance is valid for treatment carried out in Switzerland. Specific insurance plans are valid completely or partly throughout Europe or worldwide. In this case the specific supplementary conditions apply.

### 5.2 What belongs to Europe?

The European countries, bordered in the east by the Ural mountains, including states bordering the Mediterranean Sea such as Egypt, Algeria, Israel, Lebanon, Libya, Marrocco, Syria, Tunisia and Turkey.

Also the Canary Islands, Madeira, Iceland and Greenland.

## 6. Premiums

### 6.1 What premiums do you have to pay?

The valid premiums can be found in the insurance policy.

### 6.2 When are the premiums due?

You can see when the premiums are due and the terms of payment on the invoice for premiums. Premiums can be paid monthly, bimonthly, quarterly, semiannually or annually. Visana Insurance Ltd gives a rebate if premiums are paid semiannually or annually. Sums invoiced up to CHF 200.– can only be paid annually.

### 6.3 What do you have to pay besides the premiums?

If the supplementary conditions stipulate shares of costs which the rightful claimant has to bear, this participation in costs must be paid within 30 days of receipt of the invoice. Visana Insurance Ltd has the right to require payment of all expenses and costs caused by delayed payment of invoices or to set these off against claims.

### 6.4 What happens if you pay premiums late?

If Visana Insurance Ltd has not received premiums on expiry of the term of payment you will be sent a written reminder to pay within 14 days. If the reminder is ignored the obligation to pay benefits is suspended after the reminder period lapses.

Suspended insurance can come into force again to the previous level irrespective of the state of health of the insured person on application within two months after the obligation to pay benefits ceased and on payment of all outstanding premiums and costs (interest on arrears, cost of dunning, 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.

If the insurance is suspended at least two 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 costs for reminders, legal collection and interest on arrears, etc., or to set them off against claims.

## 7. Changes in the contractual relationship

### 7.1 What can Visana Insurance Ltd change in the contractual relationship?

Visana Insurance Ltd has the right to raise or reduce premiums appropriate to the development of costs.

Further, Visana Insurance Ltd has the right to adapt supplementary conditions for benefits if changes occur in circumstances affecting social insurance or in the relationship between service providers and Visana Insurance Ltd. This applies especially to Visana's own lists. Policyholders are notified of all modifications.

Visana Insurance Ltd serves notice of new conditions of insurance at the latest

30 days before these come into force. You have the right to cancel the part of the contract which is modified at the end of the current calendar half-year. To be valid notice of cancellation must be received by Visana Insurance Ltd at the latest on the last working day of the calendar semester. If you do not serve notice of cancellation, agreement with the changes is assumed.

### Internal Visana lists: Rules for new insurance and modifications to insurance from 01.01.2000.

Visana's own lists are being adapted constantly by Visana Insurance Ltd. The lists can be viewed at the responsible agency or extracts can be requested. No right to serve notice of cancellation exists in cases where Visana's own lists are modified.

### 7.2 Do changes to your personal circumstances influence the insurance?

If premium categories arranged according to classes of danger and place of residence or otherwise are foreseen for certain types of benefits and in this respect a change occurs in your circumstances, Visana Insurance Ltd can adapt the premiums appropriately. Notify such changes within 30 days to the Visana Insurance Ltd office responsible noted in the policy. If you neglect to do this within the stipulated period, Visana Insurance Ltd can demand any incidental arrears of payments after the changes to your circumstances become apparent.

If premium tariffs are arranged according to age, changes to premiums come into force automatically when the appropriate age limit is reached.

## 8. Obligations and substantiation of claims

### 8.1 How do you get your payments?

After receipt of all necessary information Visana Insurance Ltd pays whatever is due to you onto your bank or post office account if you proceed as follows:

Send all invoices and receipts in within a month of receiving them. Notify Visana Insurance Ltd of stays in hospital or in other institutions and of health-cures at the latest 14 days before commencement, in case of emergency 14 days after at the latest.

Visana Insurance Ltd issues a guarantee of payment in ten days within the framework of your insurance cover. If it is stipulated in the supplementary conditions that the insured must obtain a guarantee of payment from Visana Insurance Ltd before resorting to a medical service, the insurance benefit can be refused if the appropriate guarantee of payment is not issued. The "tiers payant" system remains reserved (agreement between Visana Insurance Ltd and service providers for direct invoicing of Visana Insurance Ltd).

## **8.2 What obligations do you have to substantiate claims for benefits?**

Visana Insurance Ltd is authorized to demand documents and information, in particular medical certificates. You authorize Visana Insurance Ltd to demand such documents and information directly and to direct that a medical examination be carried out to determine entitlement to claim on the insurance.

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 in relation to Visana Insurance Ltd.

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

## **8.3 What happens if you violate obligations concerning substantiation of claims?**

You acknowledge that Visana Insurance Ltd is justified in refusing benefits in cases of violation of obligations arising from the law, GCC, supplementary conditions or special conditions, unless it can be proven that the conduct contrary to the terms of contract had no influence on the consequences of the illness or accident and ascertaining these and was not willful. The insurance claim expires if, after a written reminder by Visana Insurance Ltd, all required documents are not submitted within four weeks.

## **9. Miscellaneous conditions**

### **9.1 Where does Visana Insurance Ltd fulfil its obligations and where do you fulfil 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 for payments.

### **9.2 Of what do you have to notify Visana Insurance Ltd?**

All notifications which the policyholder or the insured person undertakes to make, have to be addressed to the responsible office of Visana Insurance Ltd. Any prejudice resulting from culpable violation of the obligation to notify are at the expense of the person insured.

### **9.3 How does Visana Insurance Ltd inform insurers?**

Visana Insurance Ltd informs insurers by means of the insureds' magazine.

### **9.4 In case of dispute which legal venue is valid?**

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

## **9.5 What happens in cases of multiple insurers or where benefits are paid by third parties?**

If other insurers are also obliged to pay benefits for an insured event, Visana Insurance Ltd must be notified of this. Insureds are obliged to notify if they draw benefits. Settlements and waivers must also be reported to Visana Insurance Ltd before these are drawn up or signed. The legal stipulations governing multiple insurers and over-insurance apply.

Benefits from the social insurance (e.g. the obligatory accident insurance) precede those of this supplementary health insurance.

## **9.6 Who can set off payments?**

Visana Insurance Ltd can set off benefits against outstanding premiums and payments for participation in costs. Benefits paid in error can be reclaimed. 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 payments.

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

Demands made on Visana Insurance Ltd may neither be ceded nor pledged. Ceding or pledging such demands may not be enforced upon Visana Insurance Ltd.

## **10. Special conditions**

### **10.1 Which Special Conditions are valid for the insurance contracts which were made with persons insured with Visana on 1.1.1997 based on the FLHI (Art. 102 FLHI) and who already had a supplementary insurance based on the FLHI on 31.12.1996?**

The following Special Conditions are valid exclusively for contracts offered by Visana on 1.1.97 based on Article 102 FLHI. New insurance and increased insurance taken out after 1.1.97 are not covered by these Special Conditions.

#### **To paragraph 3.5**

#### **When does Visana Insurance Ltd not pay?**

In deviation from the stipulations in Article 3.5 GCC Visana Insurance Ltd pays no benefits:

- in cases of earthquakes, meteorite strikes and for illnesses and accidents resulting from ionizing radiation
- for treatment/incapacity for work resulting from abuse of medicines, drugs or alcohol
- for illnesses and accidents including consequences thereof and relapses occurring whilst a contract is suspended. Benefits will only be granted for treatment which takes place after the suspension is lifted and carried out during the period of contract.