

General Conditions of Insurance (GCI)

Supplementary health insurance

Visana Managed Care (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

1.1 With whom are you insured?

The insurance carrier for the supplementary insurance to the social health insurance pursuant to the Federal Law on Health Insurance (FLHI/KVG) is Visana Insurance Ltd with its registered office in Bern.

Social health insurance in accordance with the FLHI is governed by separate insurance conditions.

1.2 What does your insurance policy comprise?

Your insurance policy – for individual insured as well as group insured – comprises:

1. Your insurance application
2. The policy
3. These General Conditions of Contract
4. The Supplementary Conditions (description of benefits)
5. Any special agreements

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

2. Insured persons

2.1 Who is insured?

The persons listed in your policy are insured.

3. Insurance benefits

3.1 What is insured?

You can insure yourself against the financial consequences of

- sickness
- accident
- maternity (pregnancy, confinement and the mother's subsequent recovery period).

Your policy and the accompanying Supplementary Conditions define the scope of the insurance cover you have taken out.

When a claim to benefits is assessed, the local rates that apply when the benefits are claimed, the Visana rates listed in the Supplementary Conditions and the official list rates of the social insurance organisations apply. These lists can be inspected at or excerpts of the lists can be ordered from Visana.

Maternity benefits (pregnancy, confinement and the mother's subsequent recovery period) are only paid if at the time of the birth the mother had been insured under a relevant supplementary insurance policy for at least 360 days.

If benefits are paid in addition to the benefits paid by the mandatory healthcare insurance, the scope of benefits afforded by the latter when benefits are claimed will apply.

If benefits are claimed from the supplementary health insurance that must also be paid by the mandatory healthcare insurance

by virtue of a doctor's prescription, no benefits will be paid by the supplementary health insurance.

3.2 How is "sickness" defined?

"Sickness" is any unintentional impairment of physical or mental health that is not the consequence of an accident and which requires medical examination or treatment or leads to incapacity for work.

Medical conditions associated with pregnancy and confinement are deemed equal to "sickness".

3.3 How is "accident" defined?

An "accident" is defined as the sudden, unintentionally harmful influence of an exceptional external force on the human body, resulting in the impairment of physical or mental health.

Unless they are unambiguously attributable to an illness or degenerative disease, the following types of physical injury are equated with accidents, even in the absence of an unusual external influence; this list is exhaustive:

- broken bones
- dislocated joints
- torn meniscus
- lacerated muscles
- strained muscles
- ruptured tendons
- ligament lesions
- damaged eardrums

The following are also deemed to be accidents:

- the involuntary inhalation of gases and vapours and the accidental ingestion of toxic and caustic substances
- frostbite, heat stroke, sun stroke and damage to health caused by ultraviolet radiation, except for sunburn
- drowning

Suicide, self-mutilation as well as attempts at these are only deemed to be accidents if, at the time of the act, the insured, through no fault of his own, was entirely incapable of behaving reasonably or if the action was unequivocally the consequence of an insured accident. If these actions are carried out in a state of diminished responsibility, they are classified as sickness.

3.4 Can you exclude accident cover?

Accident cover can be excluded if the Supplementary Conditions provide for this possibility.

3.5 When will Visana refuse to pay benefits?

Visana does not pay insurance benefits in the following situations:

Military conflict or warlike operations, civil commotions

- for the consequences of armed conflict in Switzerland or abroad
- for the consequences of unrest of all kinds and the measures introduced to suppress this, unless the insured can prove

that he did not actively participate on the side of the perpetrators or incite them to further violence

- for injuries sustained while serving in a foreign army

Force majeure

- for earthquakes or the impact of meteors
- for sickness or accidents related to ionised radiation

Insured's own fault

- for the consequences of a criminal act or an offence or attempts thereto
- for the consequences of participating in fights and brawls, except if the insured was injured by the fighters as a bystander or while trying to help a defenceless person
- for the consequences of risks to which the insured exposes himself by provoking others
- for injuries caused by an act of daring. Acts of daring are actions whereby the insured exposes himself to a particularly great risk without taking or being able to take measures to limit the risk to a reasonable extent.
- for insured events caused intentionally by the insured or another eligible person
- for medical treatment and incapacity for work in consequence of the improper consumption of medication, drugs and alcohol. The misuse of these addictive substances is expressly not deemed to be sickness and will not lead to benefits from Visana.

Other exclusions

- for cosmetic surgery
- for dental treatment, unless specifically covered by a supplementary insurance policy
- for the culpable violation of obligations under the law, the GCC, the Supplementary Conditions or any special agreements
- for risks that are not covered by the insurance
- for sickness and accidents, including relapse and sequelae to previous accidents that occur during the suspension or after the cancellation of the policy.

3.6 Can benefit claims become time-barred?

Visana does not pay any benefits if you only submit your claim two years after the event that entitles you to benefits occurred.

3.7 When will Visana reduce the benefits?

Visana waives its right to reduce its benefits if the insured event was caused through gross negligence. The supplementary insurance does not cover benefit reductions or refusals under other insurance policies.

3.8 For how long will Visana provide benefits?

After approving the claim, Visana provides the insured benefits for the agreed insurance term, but at the most until the policy is terminated.

4. Conclusion of contract, contract term

4.1 How do you purchase insurance from Visana?

In order to purchase insurance cover, you must sign an application form. You can revoke the application within seven days of signature by sending a registered letter to Visana. When the declaration of revocation is sent, all confirmations of cover lapse retroactively.

4.2 How is the insurance application processed?

Visana examines the application and can request a medical examination for every new policy or request for increased cover. By signing the application you authorise Visana to request the information it needs from official bodies, doctors and third parties. Sickness and accident sequelae that existed or exist on submission of the application can be excluded from insurance cover. If you failed to list illnesses and accidents of which

you are aware in the application, Visana can retroactively exclude the risks in question when such illnesses or accidents come to light. It can also terminate the policy within four weeks of learning of the violation of the duty of disclosure and demand reclaim all benefits it paid for the undisclosed disorders since the policy's inception. Visana can reject insurance applications without providing reasons or insure certain illnesses or accident sequelae only against an additional premium.

4.3 When will your insurance cover begin?

The policy enters into force when Visana issues the policy or confirms its acceptance of the application. Insurance cover begins on the date agreed as set out in the policy.

4.4 When does the insurance lapse?

The insurance lapses when the insured person dies or the policy is cancelled, subject to any special provisions for group insurance.

4.5 When can you terminate the insurance?

- When the policy expires:
 - You can terminate the insurance by giving three months' notice to the policy expiration date. You will be deemed to have met the deadline if your notice of termination reaches Visana by the last working day before the beginning of the notice period at the latest.
- In the event of a claim:
 - You can terminate the corresponding part of your policy after any instance of sickness or accident for which Visana paid benefits, at the latest 14 days after receipt of the benefit payment. Visana's liability lapses 14 days after it received your notice of termination.
- When changes are made to the contractual relationship (cf. para. 7 of these General Conditions of Contract).

4.6 What happens when the contract term ends?

The policy will renew tacitly for another year unless you terminate it. Visana will continue the policy after the end of the insurance term agreed in the policy. However, the obligation to continue the policy lapses if an insured event is caused deliberately or if the insured is guilty of attempted or actual insurance fraud. Visana must notify the insured of its refusal to continue the policy within six months of receiving notice of the event in question.

The policy is cancelled on the first renewal date following the notice of cancellation.

4.7 Can Visana terminate your insurance in the event of a claim?

Visana waives its right to terminate the policy after the occurrence of an insured event, subject to its right to terminate the policy pursuant to para. 4.2.

4.8 Will premiums already paid be refunded when the policy is terminated?

If the premium has been paid in advance for a specific term and the policy is terminated before the end of this period for a statutory or contractual reason, Visana will refund any premiums paid in advance for the months following the occurrence of the reason for the cancellation.

This rule does not apply if the policy was in force for less than one year and was cancelled at the policyholder's request after a claim in accordance with para. 4.5.

4.9 When can you suspend the insurance?

- You can suspend the insurance for a specific or indefinite period
 - if you stay in another country for longer than three months and moved your residence to this country

or

- if you are obliged to insure yourself elsewhere on account of your professional activities.

You must inform Visana if the reason for suspension no longer applies. The insurance will be reactivated when Visana receives notice.

When you return to Switzerland from another country, benefits are provided at the earliest from the date on which you take up residence. You must provide Visana with official proof of residence (legal domicile).

When insurance policies are suspended, the premiums are reduced. Insured are only entitled to a reduced premium for the period during which there is a reason for suspension. If notification of the lapse of the reason for the suspension is delayed, you must pay the premiums in full and retroactively.

5. Scope of application

5.1 Where does insurance cover apply?

Insurance cover generally applies to treatment received in Switzerland. Some policies apply in whole or in part throughout Europe and/or the world. In this regard, please refer to the Supplementary Conditions.

5.2 Which countries are considered to be part of Europe?

The European countries bordered in the east by the Urals, including the countries bordering the Mediterranean, i.e. Egypt, Algeria, Israel, Lebanon, Libya, Morocco, Syria, Tunisia and Turkey.

Additionally, the Canary Islands, Madeira, Iceland and Greenland.

6. Premiums

6.1 What premiums must you pay?

Your policy shows the premium that applies to you.

6.2 When are the premiums due?

The premium due date and deadline for payment are defined in the invoice. Premiums can be paid on a monthly, bimonthly, quarterly, biannual or annual basis. Visana grants discounts if payment is made on a biannual or annual basis. Amounts of up to CHF 200 per year can only be paid annually.

6.3 What must you pay in addition to the premium?

If the Supplementary Conditions specify that the eligible person must pay a contribution to the costs, the contribution must be paid within 30 days of the invoice date. Visana has the right to demand reimbursement of all expenses and costs incurred through the late payment of invoices, or to deduct them from payments due to the policyholder or insured.

6.4 What happens if you pay the premiums late?

If payment is not received by Visana by the payment deadline you will receive a written reminder to pay the premium within 14 days from the date of the reminder. If no payment is received in reply to the reminder, Visana's obligation to pay benefits lapses at the end of the reminder period.

Dormant insurance policies can be reinstated for the original amount of insurance within two months after the obligation to pay benefits has lapsed on request of the insured and against payment of all outstanding premiums and costs (interest on arrears, reminder costs, debt collection costs) and regardless of the insured person's state of health. Provided that proof of a satisfactory state of health is furnished, this will also be possible after the above deadline has expired.

Insurance cover is reinstated from the payment date. Under no circumstances will it be possible to retroactively reinstate the insurance cover.

If the insurance lapses because of failure to pay the premium for at least two months, Visana is entitled to cancel the policy. Visana has the right to demand reimbursement of all expenses incurred through the failure to pay the premium, such as the cost of reminders, debt collection costs, interest on arrears, etc., or to deduct these costs from any payments due to the insured.

7. Changes in contractual relationship

7.1 What changes can Visana make to the contractual relationship?

Visana is entitled to increase or reduce the premiums in line with cost trends.

Visana is also entitled to adjust the Supplementary Conditions for benefits if the social insurance environment or the relationship between care providers and Visana changes. This applies in particular to Visana's own rates. The policyholder must be informed of such adjustments.

Visana must advise insured persons of the new insurance conditions at the latest 30 days before they enter into force, in which case they have the right to cancel the policy with respect to the part affected by said change at the end of the current semester. To be valid, your notice of termination must reach Visana at the latest by the last working day of the semester. If you fail to give notice of termination, you will be deemed to have accepted the change.

Visana's own rates: Rule for new policies and policy amendments from 1 January 2000 onwards

Visana constantly adjusts its list rates. The list rates can be inspected at or an extract ordered from the competent branch office. Insured do not have the right to terminate the policy if Visana's own rates are adjusted.

7.2 Will changes in your personal circumstances affect the insurance?

If the premium is graduated for certain types of benefits according to classes of risk and place of residence or otherwise and a change in your circumstances affects one of these factors, Visana can adjust the premium accordingly. You must inform the competent office of Visana identified in your policy of such changes within 30 days. If you fail to meet this deadline, Visana can demand subsequent payment of any outstanding premiums when it learns of this change in circumstances. Where the premium rate is structured according to age, changes in premium apply automatically from the date on which the age threshold in question is reached.

8. Obligations and entitlement to benefits

8.1 How will you receive your reimbursements?

Once it has received all the information required, Visana credits your bank or post office account if you proceed as follows: You submit all invoices and vouchers within a month of receipt. You inform Visana of any stay in a hospital or another institution or treatment at a health spa 14 days before treatment starts at the latest or, in an emergency, 14 days after treatment started at the latest.

Visana confirms its assumption of the costs within the limits of the insurance cover within ten days. If the Supplementary Conditions require the insured to obtain a commitment to provide coverage from Visana before submitting to medical treatment, insurance benefits can be refused if such a commitment to meet costs is not obtained.

Visana reserves the right to use the "tiers payant" system (an agreement between Visana and care providers whereby Visana is invoiced directly).

8.2 What are your obligations when your entitlement to benefits is assessed?

Visana is authorised to request vouchers and information, especially personal medical reports. You grant Visana the right to request such documents and information directly and to order an examination by a doctor appointed by Visana if required to assess the entitlement to benefits.

You undertake to release all doctors and official bodies as well as all insurers and lawyers who have treated, advised or insured you from their confidentiality obligations vis-à-vis Visana. You acknowledge that you are bound by these obligations and confirm that you will be truthful in giving information about all factors relevant to the illness or accident underlying the claim as well as earlier illnesses and accidents.

8.3 What happens if you violate these obligations regarding your entitlement to benefits?

You acknowledge that Visana is authorised to refuse benefits if you violate any obligations under the law, the GCC, the Supplementary Conditions or any special agreements, unless it can be proved that your failure to comply with your contractual obligations did not affect the sickness or accident or its acknowledgement and you were not culpable. Your entitlement to benefits will lapse if you do not submit all requested documents within four weeks of receipt of a written reminder from Visana.

9. Miscellaneous provisions

9.1 Where must you and Visana perform your obligations?

The obligations under this policy must be performed in Switzerland and in Swiss currency.

You undertake to provide Visana with the details of a Swiss bank or post office account for your payments.

9.2 What information must you provide to Visana?

Notifications and information that the policyholder or insured is obliged to provide must be sent to the competent office of Visana. Any disadvantages arising from the culpable violation of the obligation to submit information and notifications must be borne by the insured person.

9.3 How does Visana disseminate information?

Visana provides its insured with information by way of its newsletter for insured.

9.4 Which court has jurisdiction over disputes?

In the case of disputes, the eligible person can choose the location of Visana's registered office in Bern or his own place of residence as the place of jurisdiction. If the eligible person lives in another country, the exclusive place of jurisdiction is Bern.

9.5 What happens if there is more than one insurance policy or benefits must be paid by third parties?

Visana must be informed if other insurance companies or third parties are also obliged to pay benefits for an insured event. You must also inform Visana if you receive other benefits.

Visana must be informed in advance of any settlements and benefit waiver declarations. The statutory provisions regarding double insurance or overinsurance apply.

The benefits paid by social insurance schemes (e.g. mandatory accident insurance) take precedence over the benefits due under the supplementary health insurance policy.

9.6 Who can offset payments?

Visana can set its benefits off against outstanding premiums and cost contributions. It can demand repayment of any ben-

efits paid in error. Here too Visana has the right to offset benefits.

You yourself cannot offset any claims against premiums or cost contributions.

9.7 Can you assign or pledge claims against Visana?

Claims against Visana can be neither assigned nor pledged. Such pledges and assignments cannot be enforced against Visana.

10. Special Conditions

10.1 What Special Conditions apply to insurance policies concluded as per 1 January 1997 on the basis of the Federal Law on Health Insurance (Art. 102 FLHI) with Visana insureds who had a supplementary insurance policy pursuant to the FLHI on 31 December 1996?

The following Special Conditions apply exclusively to policies offered by Visana on January 1, 1997 on the basis of Article 102 FLHI. These Special Conditions do not apply to new policies and policies for higher insurance amounts taken out after 1 January 1997.

To para. 3.5

When will Visana refuse to make payments?

In deviation of para. 3.5 GCC, Visana pays benefits:

- For earthquakes or the impact of meteors and for sickness or accidents related to ionised radiation
- For medical treatment and incapacity for work in consequence of the improper consumption of medicines, drugs or alcohol
- For sickness and accidents, including relapse and sequelae to previous accidents that occur during the suspension or after the cancellation of the policy. Benefits are only paid for treatment administered after the suspension has been cancelled and during the insurance term.