General Conditions of Insurance (GCI)
Health legal protection insurance (IPA/VVG)

Note:
- To make this document easy to read, we use gender-neutral language or address you directly as "you".

The conditions of insurance are valid for the following insurers:
- Visana Ltd, Weltpoststrasse 19, 3000 Berne 16
- sana24 Ltd, Weltpoststrasse 19, 3000 Berne 16
- Galenos Ltd, Weltpoststrasse 19, 3000 Berne 16

1. Basic principles of the insurance

1.1 Insurance provider
The provider of the health legal protection insurance is Protekta Legal Protection Insurance Ltd., Monbijoustrasse 5, 3011 Bern (hereafter referred to as Protekta). It is obliged to provide the insured benefits in accordance with the provisions set out below.

1.2 Supplementary statutory basis
The Swiss Federal Act on Insurance Policies (IPA/VVG) is applicable in addition to these terms and conditions.

1.3 Collective contract
Health legal protection is provided under Visana's collective contract with Protekta.

2. Insured persons

Cover extends to all persons who have taken out compulsory health insurance with a health insurer in the Visana Group.

3. Temporal scope

3.1 Cause and requirement for legal protection
A legal case is covered if both its cause and the requirement for legal protection arise while the insured person holds compulsory health insurance with a health insurer in the Visana Group. The termination of this insurance or the discontinuation of the collective contract between Visana and Protekta will result in the loss of entitlement to legal protection for cases that occur after termination or discontinuation.

3.2 Cause in general
As a general rule, the first actual or alleged breach of the law or of a contract is deemed to be the cause.

3.3 Cause in individual cases
The cause is deemed to be as follows under the scenarios indicated below:

a) For claims for losses and claims to insurance benefits:
- with regard to bodily injury: the event giving rise to the claim (accident, illness etc.); for birth defects: the time when the insured person or that person's representative first became aware of them;
- with regard to any alleged breach of disclosure obligations: the signature of the application.

b) For disputes relating to the conclusion of contracts: the actual or alleged conclusion of the contract.

4. Geographical scope

1. The insurance is valid worldwide.
2. Proceedings before international or supranational courts or authorities are not insured.

5. Insured legal protection cases

The following disputes associated with damage to the insured person's health are covered:

5.1 Contractual and liability-related disputes with service providers
Cover includes contractual and liability-related disputes involving officially authorised doctors, dentists, dental technicians, dental hygienists, chiropractors, hospitals and other medical service providers recognised by Visana and licensed to practise by the health authority.

5.2 Other liability-related disputes
Cover includes the assertion of extra-contractual claims for health damage against the party that caused the damage or against their liability insurance.

5.3 Insurance law disputes
Cover includes disputes with social and private insurance providers.

5.4 Subsidiarity
In the case described in sections 5.2 and 5.3, entitlement to legal protection only exists if, and to the extent that, the benefits do not have to be provided by another insurer.

5.5 Legal protection will not be provided
- in circumstances not enumerated above;
- in cases that arose prior to the commencement of compulsory health insurance with a health insurer in the Visana Group or the commencement of this collective insurance contract;
- in connection with psychiatric or psychotherapeutic services;
- in connection with care-related hospitalisation;
- for disputes over premiums;
- if the value in dispute is less than CHF 500;
- in relation to the defence of liability claims made against insured persons;
- in the event of active involvement in brawling and fighting;
- in connection with the alleged or actual wilful commission of a criminal offence or the deliberate causation of a legal protection case;

- in relation to war or war-like events, violations of neutrality, unrest of any type, earthquakes or changes in the structure of atomic nuclei;
- debt collection matters, or cases arising from debt enforcement or bankruptcy law, unless they concern collection of a claim awarded to the insured person in a covered case. Bankruptcy proceedings are not insured;
- in relation to claims transferred to the insured person by inheritance, legacy or assignment;
- within the ambit of disputes with Protekta, its governing bodies or persons who provide services in the event of a legal case;

6. Insured benefits

6.1 Health legal protection insurance includes the following benefits

The Protekta JurLine provides insured persons with free legal information over the telephone, irrespective of whether or not a covered legal case has occurred. In the event of a covered legal case, Protekta's lawyers will provide advice and represent the insured person's interests.
In addition, up to a maximum of CHF 500,000 per covered insured event (global cover CHF 100,000; CHF 10,000 for fee-related disputes), Protekta will cover the costs of:

a) mediation, lawyers and legal representation in court;
b) expert's reports commissioned by the court, by Protekta or, with the approval of Protekta, by the lawyer of the insured person;
c) court fees or other procedural costs levied on the insured person;
d) procedural and legal costs that the insured person is ordered to pay to the opposing party. Protekta shall be entitled to receive any procedural or party costs awarded to the insured person;
e) the collection of any claim awarded to the insured person in a covered case. Advance costs for a petition in bankruptcy are not covered.

6.2 Restrictions on benefits

The insurance does not cover payment of the following:

a) compensation for damages;
b) costs that are to be borne by a liable third party or the insurer of a liable third party;
c) costs of bankruptcy proceedings.

7. Handling of legal protection cases

1. In the event of a case that could lead to intervention by the company, the insured person must notify Protekta immediately, providing as much detail as possible about the facts of the case.
2. Summonses before civil, criminal or administrative authorities, as well as their decisions etc., must be forwarded to Protekta without delay.
3. In insured cases, Protekta will provide the insured person with legal advice and represent their interests.
4. If it proves necessary to engage a lawyer, particularly in court or administrative proceedings or in the event of a conflict of interest, the insured person can propose a lawyer of their choosing. If this choice cannot be accommodated, the insured person has the option of naming three additional lawyers from different law firms, one of whom must be accepted. If there are no valid reasons for a change of lawyer, the insured person must bear the costs resulting from such a change.
5. If notification or conduct obligations are breached, if a mandate is awarded to or withdrawn from a lawyer, if legal measures are taken, or if any further action is taken, Protekta can refuse reimbursement of costs in full or in part if this has occurred prior to Protekta giving its approval. This penalty does not apply if the insured person proves either of the following:

- the breach of the notification or conduct obligation was not their fault.
- the breach had no influence on the occurrence of the feared event or on the scope of the benefits owed by Protekta.

a) The insured person releases their lawyer from the duty of professional secrecy in relation to Protekta. Before finalising any settlement, the insured person or their legal representative must obtain Protekta's consent.
b) Buy-out settlement: Protekta is entitled to pay financial compensation equivalent to the respective economic interests instead of providing some or all of the insured benefits.
c) If Protekta refuses to conduct further negotiations, to initiate or continue court or administrative proceedings, or to employ any other legal remedy because it considers the respective action futile, the insured person can, in their own right, take the measures that they deem beneficial. If the result they achieve in this way is mainly more favourable than the settlement proposed by Protekta at the time of refusal, Protekta shall reimburse them for the costs of the proceedings.
d) If there are differences of opinion about a legal case's prospects of success or about a settlement or procedure proposed by Protekta, the insured person has the option of requesting an arbitration process. This must be initiated within 20 days of receiving notification of Protekta's decision, whereby responsibility for observing this deadline lies solely with the insured person. If the latter does not initiate an arbitration process within the aforementioned period, this shall be deemed to be a waiver. The costs of this arbitration process must be paid in advance by the parties, with each paying half, and shall be borne by the losing party.
e) The arbitrator shall be an independent and competent person chosen jointly by the insured person and Protekta. The provisions of the Swiss Civil Procedure Code (CPC/ZPO) shall apply.
f) If mediation is appropriate in a legal case and desired by the parties involved, Protekta will commission a recognised mediator to conduct the mediation. If mediation is unsuccessful, the insured person can continue to claim the remaining benefits as per section 1.3.

8. Changes in the contractual relationship

Protekta has the right to unilaterally amend these General Conditions of Insurance with effect from the beginning of a calendar year. Protekta will give notice of the new conditions of insurance no later than 30 days before they come into force.

9. Place of jurisdiction

The place of jurisdiction will, by agreement, be either the Swiss domicile of the insured person or the registered office of Protekta in Bern.