

# Information Sheet

## FLIC customer information

Note:

- For reasons of readability only the male pronoun is used.

The conditions of insurance are valid for the following insurers:

- Visana Insurance Ltd, Weltpoststrasse 19, 3000 Berne 16
- Visana General Insurances Ltd, Weltpoststrasse 19, 3000 Berne 16

The following customer information gives an overview of the identity of the insurer and the main content of the insurance contract based on the conditions of Art. 3 of the Federal Law on Insurance Contract.

The rights and obligations of the contracting parties accrue from the application, the policy, the conditions of contract and applicable legislation, in particular the FLIC.

After the application is accepted a policy is sent to the insured person. This corresponds in content with the application as the case may be.

### 1. Who is the insurer?

The insurer is Visana Insurance Ltd, herein Visana, with statutory domicile at Weltpoststrasse 19, 3000 Berne 16.

Visana is a limited company constituted under Swiss law.

The insurer for Vacanza Travel Insurance is Visana Insurance Ltd.

The insurer for further top-up insurance for persons insured with Vacanza is Zurich Insurance Company Ltd, Hagenholzstrasse 60, 8050 Zurich (cost of cancellation, baggage insurance, credit card blocking service) or respectively Protekta Legal Protection Insurance Ltd, Monbijoustrasse 5, 3011 Bern (legal protection for travel abroad).

The insurer for household contents, building and personal liability insurance is Visana General Insurances Ltd, Weltpoststrasse 19, 3000 Berne 16.

### 2. Which risks are insured and what is the scope of insurance cover?

The risks insured and the scope of insurance cover accrue from the application and from the conditions of contract.

### 3. What premiums have to be paid?

The amount to be paid as a premium depends in each case on the risks insured and the cover required.

### 4. When am I entitled to a premium refund?

If premiums are paid in advance for a specific contractual period and the contract is cancelled before this period expires, Visana reimburses the premiums for the unexpired insurance period.

Premiums remain payable to Visana in their entirety if:

- insurance benefits have been paid for a risk that no longer exists;
- an insurance benefit has been paid for a partial loss and the policyholder cancels the policy in the year following that in which the policy was taken out.

### 5. What further obligations does the policyholder have?

- Aggravation of risk: If a significant fact changes in the course of the contract and if such leads to substantial aggravation of the risk, Visana must be given written notice of the change without delay (applies exclusively to household contents, building and personal liability insurance).
- Ascertaining facts and circumstances: During inquiries in connection with the insurance application – e.g. concerning breaches of the obligation to notify facts, aggravation of risk or checks of benefits paid – the insured is obliged to cooperate and to provide Visana with all pertinent information and documentation as required, to obtain such from third parties on behalf of Visana and to give written authorization to third parties to hand over the appropriate information, documentation, etc. Visana is also entitled to make its own inquiries.
- Insured incident: Visana must be informed without delay when an insured incident occurs.

This list only contains the most important obligations. Further obligations accrue from the conditions of contract and the FLIC.

### 6. When does the insurance begin?

The insurance begins on the day indicated on the application. If a provisional guarantee of cover has been given, Visana grants insurance cover within the scope of the written provisional cover until the policy is sent.

### 7. When does the contract end?

The insured can cancel the contract by serving notice:

- At the latest 3 months before the contract expires. If notice is not served to cancel the contract it is extended tacitly for a further year.

There are some exceptions to the foregoing condition:

- The contract can be cancelled at the end of the third or each subsequent year with three months' written notice, even if it has been agreed for a longer period.
- HOPITAL and MAXICA top-up insurance can be cancelled at the end of each half-year.
- Accident Capital Insurance TUP can be cancelled at the end of any quarter.
- Agricultural insurance can be cancelled at the end of each half-year while observing a three month notice period.
- After each insured incident for which benefits have to be paid, at the latest 14 days after benefits have been paid.
- If Visana modifies either premiums or – in certain cases – the conditions of contract.
- If Visana should be in breach of the legal obligation to inform insureds, as stated in Art. 3 FLIC. The right to serve notice to cancel the contract terminates 4 weeks after the insured comes to know about the breach of obligations, and in any case, 2 years after such a breach of obligations has occurred.

Visana can serve notice to cancel the contract:

- If substantial facts about insurance risks are withheld or if facts are falsely communicated (breach of the obligation to notify). The right to serve notice terminates four weeks after Visana comes to know about the breach of the obligation to notify.

Visana uses its right to withdraw from the contract:

- If the insured is in arrears with premiums, has been served notice to pay and Visana thereupon waives its right to collect the premiums.

This list only contains the most important reasons for ending the contract. Other reasons for ending the contract accrue from the conditions of contract and the FLIC.

## 8. Right of withdrawal

The applicant can withdraw the application to conclude the contract or the declaration of acceptance of the contract. The withdrawal period is 14 days and begins as soon as the applicant has applied for or accepted the contract. This period is adhered to if, on the last day of the withdrawal period, the applicant notifies Visana Insurance Ltd of the withdrawal or hands over the letter of withdrawal to the postal service. Any incidental guarantees of cover already given are cancelled retrospectively on sending the letter of withdrawal. If the applicant does not make use of this right he/she remains bound to Visana by the conditions of the proposal for 14 days after it has been submitted or posted; if a medical examination is required for the insurance, the applicant remains bound to the contract for 4 weeks (Art. 1 FLIC).

## 9. What formal requirements must be observed?

There are two forms in which cancellation of your insurance can occur:

- Written form
- Evidence by text (e.g. email)

In the following cases in particular, we accept both written form and evidence by text:

- Withdrawal of the application
- Cancellation due to breach of the obligation to inform
- Cancellation in the event of a reduction of risk
- Cancellation or partial cancellation of the application

- Cancellation for good cause
- Cancellation due to multiple insurance
- Cancellation in the case of an insured event

### Written form

If you choose written form, the notice of withdrawal or cancellation must be signed personally by each adult concerned. If you choose a letter as written form, we recommend that you send it by registered mail. If you choose a fax as written form, we recommend that you keep the fax transmission confirmation. To enable us to clearly assign your withdrawal or cancellation, the following information should be mentioned in the written communication:

- Type of cancellation (withdrawal or reason for cancellation)
- Your insurance number(s)
- Your address
- Indication of the insurance products to be cancelled
- Termination date
- Signatures of all adults concerned

### Evidence by text

If you wish to withdraw from or cancel your contract using 'evidence by text', the contract can be cancelled by email, via the MyVisana customer portal or by using the Visana contact form. In such cases, the insured's personal signature is not required. To enable us to clearly assign your withdrawal or cancellation, the following information should be provided in the written communication:

- Personalised email address (if possible, stored in Visana's system)
- Type of cancellation (withdrawal or reason for cancellation)
- Your insurance number
- Your address
- Indication of the insurance products to be cancelled
- Termination date

In particular, please note that withdrawal from, or cancellation of, insurance by means of 'evidence by text' must occur via an email address that is personally assigned to you (own personalised email address stored in Visana's system).

Family cancellations (or withdrawals) made by one family member are not accepted. For withdrawal from, or cancellation of, other family members' insurance, each adult concerned must cancel (or withdraw) using their own, traceable and personalised email address.

If a family cancellation is nevertheless made by means of 'evidence by text', we grant a subsequent period of no longer than 7 days (from the date of receipt of the family cancellation originally submitted to Visana) for the adults concerned to submit their cancellations (via a personalised email address or in writing by post).

## 10. How is personal data processed?

Visana obtains and uses personal data in accordance with the applicable data protection provisions and other legal requirements.

Personal data is mainly processed in order to offer and provide contractual services, and to be able to advise and support insured persons with regard to reliable insurance cover that meets their needs. Visana also relies on the processing of personal data for customer acquisition, for meeting legal and regulatory requirements, for (further) development of its products and services, and for maintaining secure, efficient and profitable operations. The application process, premium calculation, benefit processing and collection involve electronic data

processing that can be classed as automated individual decision-making. Telephone conversations with our staff may be recorded to ensure proper provision of services and for training purposes.

To the extent necessary, Visana can disclose data (for processing) to third parties involved in fulfilment of the contract, in Switzerland and abroad (e.g. participating insurers, medical examiners, company physicians and authorities), in particular to companies in the Visana Group, as well as to co-insurers, pre-insurers, post-insurers and reinsurers. Visana can also specifically commission third parties to provide services for the benefit of insured persons (e.g. IT providers). Visana contractually obliges such third parties to maintain confidentiality and to continue to handle personal data in accordance with data protection requirements. This may include not only personal data such as names, dates of birth and insurance numbers, but also particularly sensitive personal data such as that pertaining to an individual's health. In such cases, the stricter legal requirements for the processing of particularly sensitive personal data shall be observed.

Furthermore, Visana can obtain relevant information from officials and other third parties, especially regarding claims history. Personal data can be stored both physically and electronically. Such data is primarily stored in Switzerland. If data is transferred to a country that lacks adequate data protection, Visana shall take the necessary measures to nevertheless provide adequate protection.

Visana shall ensure that the disclosed personal data is up to date, reliable and complete.

Further information on the processing of personal data can be found online in Visana's privacy notice: [www.visana.ch/datenschutz](http://www.visana.ch/datenschutz).