

General Conditions of Insurance (GCI) Supplementary Health Insurance (FLIC)

Note:

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

1. Generalities

1.1 Who are you insured with?

The insurer for these insurance plans, which are supplementary to the compulsory health insurance according to the FLHI, is Visana Insurance Ltd domiciled in Bern. Other conditions of insurance apply to the compulsory health insurance.

1.2 Contractual bases

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
6. the information sheet FLIC Customer Information.

The insurance contract is subject to the provisions of the Insurance Policies Act (IPA/VVG) valid from the 1st of January 2022, unless the contract provisions contain a rule that stipulates otherwise.

For contracts commencing before the 1st of January 2022, the limitation period of 2 years shall continue to apply to Visana's claims against insured persons.

1.3 Formal requirements

Notifications may be given in writing or in any other form that allows them to be evidenced by text (email, for example). Visana accepts no liability if a defect arises due to an occurrence within your sphere of responsibility (for example, use of an unencrypted communication channel).

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) will be paid no earlier than 270 days after the signing of the proposal form.

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?

An illness is any involuntary impairment of physical, mental or psychiatric health not caused by an accident that requires a medical examination or treatment, or that leads to incapacity for work.

Complications associated with pregnancy and birth are deemed to be equivalent to illness.

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, mental or psychiatric 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.

Force majeure:

- 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 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.

3.7 For how long does Visana Insurance Ltd pay benefits?

For the insured period, but not beyond the date of termination of the contract, Visana Insurance Ltd shall provide the insured benefits upon recognition of entitlement to benefits (subject to periodic performance obligations as per art. 35c IPA/VVG).

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. You can revoke the proposal to conclude the contract or the declaration of acceptance of the contract.

The cancellation period is 14 days and begins as soon as you have proposed or accepted the contract. This period is adhered to if, on the last day of the cancellation period, you notify Visana Insurance Ltd of the cancellation or hand over the letter of cancellation to the postal service.

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 What are the cancellation options?**Cancellation options of the policyholder:**

- Upon expiry of the contract:
 - You can cancel the insurance at the end of the contractual period specified in the policy, with three months' prior notice. Contracts with a term longer than three years can be cancelled at the end of the third or each subsequent year with three months' prior notice.
- Upon occurrence of an insured event:
 - You can cancel the relevant part of your insurance after any case of illness or accident for which Visana Insurance Ltd provides a benefit, no later than 14 days after receipt of the benefit. Visana Insurance Ltd's liability expires 14 days after it has been notified of the cancellation.
- Upon changes to the contractual relationship (see section 7 of these GCIs).
- Upon a premium adjustment due to a change in age group.
- For good cause as per art. 35b IPA/VVG.

Visana's cancellation options:

Visana has no right of cancellation upon expiry of the contract or upon occurrence of an insured event. The right of cancellation for good cause as per art. 35b IPA/VVG is reserved.

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 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 time subsequent to 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.

4.8 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 (centre of vital interests) 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 in line with the development of costs.

Visana is entitled to adjust the General Conditions of Insurance (GCI) and the Supplementary Conditions (SC) for any of the reasons listed here:

- a) An increase in the number of service providers or the establishment of new types of service provider;
- b) Developments in modern medicine;
- c) The establishment of new or costly forms of therapy, such as surgical techniques, medication or the like, or the discontinuation of obsolete forms of therapy.

Visana can also adjust its lists, for instance its list of restrictions to the choice of hospital, its medication list or its list of recognised forms of complementary therapy. The insured person shall be notified of the adjustments. These do not entail any right of cancellation.

Visana Insurance Ltd shall provide notification of the new conditions of insurance (GCI and SC) no later than 30 days before they come into force. You have the right to cancel the contract, with reference to the part affected by the change, at the end of the current calendar half-year. If you do not serve such notice of cancellation, this equates to acceptance of the change on your part.

If the premium changes solely as a result of discontinuation or reduction of a discount for a reason attributable to the insured person (for example, discontinuation of the no-claims bonus as a result of received insurance benefits), this does not constitute grounds for extraordinary cancellation of the contract.

Visana's lists: Rule for new contracts and changes made to the insurance since 01/01/2000

Visana's lists are adapted on an ongoing basis by Visana Insurance Ltd. The lists can be seen on the Visana website or excerpts can be requested at the relevant agency. Adjustment of Visana's lists does not entail a right of cancellation.

7.2 Do changes to your personal circumstances influence the insurance?

Where gradation of premiums, be it based on risk category, place of residence or otherwise, applies to certain types of benefit, and a change occurs in your circumstances in this regard, Visana Insurance Ltd can adjust the premium accordingly. You are to report such changes within 30 days to the relevant Visana Insurance Ltd office specified in the policy. If you fail to do so within this period, Visana Insurance Ltd can demand payment of any outstanding premiums later, when the respective circumstances become known.

Unless otherwise arranged in the Supplementary Conditions (SC), premiums are determined according to the following age groups (effective age):

- 0 - 18
- 19 - 25
- 26 - 30
- From the age of 31, rates are divided into 5-year groups (31 - 35, 36 - 40 etc.).
- The last age group is reached upon turning 86.

Any change of age group takes effect on the 1st of January in the year in which you reach an age within a new age group. Visana will notify you in writing of your new premium no later than 25 days before it takes effect. You then have the option of cancelling the respective insurance at any time up to the last day before the new premium takes effect. If you do not cancel, you will be deemed to have accepted the new premium.

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, therapists, officials, insurance companies 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 authorised to refuse benefits upon any breach of obligations that are stipulated in the law, in the GCI, in supplementary conditions or in spe-

cial agreements, unless it is proven that the conduct in breach of contract either had no influence on the consequences of the illness or accident and determination thereof, or was not culpable. The insurance claim shall lapse if all requested documents and receipts are not provided within four weeks after a written reminder from Visana Insurance Ltd.

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 policyholders through the channel of its magazine or in a suitable electronic form.

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.