

General Conditions of Insurance (GCI)

Group accident insurance for persons not subject to the FLAI

Note:

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

Edition 2021

General basis for the contract

1. Insurance carrier

The insurance carrier is Visana Versicherungen AG (herein Visana Insurance Ltd) in Bern.

2. Basis for the contract

The rights and obligations of the parties are determined in the policy, in the annexes if any, the General Conditions of Insurance (GCI), the Supplementary Conditions and the Special Conditions of Contract.

Unless otherwise agreed, the insurance is offered in conformity with the provisions of the Insurance Contract Act (IPA/VVG).

3. Purpose and scope of the insurance

3.1

Visana Insurance Ltd provides the benefits indicated in the contract to alleviate the financial consequences of accidents.

3.2

The insurance provides cover for accidents which occur, or are caused, during the contractual period of the group accident insurance.

3.3

No cover is provided for accidents that occur during periods of military service in the Swiss army and periods of service in the civilian protection and support service in peacetime.

3.4 Professional policyholders

The provisions mentioned in articles 97 and 98 IPA/VVG also remain valid for professional policyholders as per article 98a IPA/VVG, unless the contract expressly stipulates otherwise.

4. Insureds

The persons or groups of persons insured are those named in the policy who are resident in Switzerland.

5. Territorial validity

The insurance is valid worldwide. It expires after 12 months if insured individuals live outside Europe.

6. Per capita system

The insurance is taken out based on the per capita system (fixed sums insured, premiums based on the number of insureds or the number of insured days).

Beginning and end of insurance cover

7. Beginning and end of the contract

7.1

The insurance begins on the date given either in the policy or in the Annahmestätigung issued by Visana Insurance Ltd.

7.2

The group insurance contract ends:

- without cancellation on the date agreed in the contract, if the contract was concluded for less than one year (it is not tacitly extended in such a case),
- if it is cancelled,
- if the company transfers its domicile abroad or
- on cessation of business.

7.3

If neither contracting party cancels the contract in writing at least three months before it expires, the contract is extended in every case for a further year.

7.4

Notice of cancellation is only valid if received on time and in writing or in any other form allowing it to be evidenced by text by Visana Insurance Ltd, that is at the latest on the last working day before the three-month period of notice begins.

7.5

The contract can be terminated for good cause at any time – in writing or in any other form allowing it to be evidenced by text. In particular, the following constitute good cause:

- An unforeseeable change in the legal requirements that makes it impossible to fulfil the contract.
- Any circumstance, the existence of which makes it no longer reasonable for the terminating party to continue the contract in good faith.

7.6

After each claim for which Visana Insurance Ltd provides benefits, the policyholder is entitled to serve notice to cancel the contract at the latest 14 days after receipt of the benefits. Visana's Insurance Ltd's liability ceases 14 days after this notification is received.

7.7

Visana Insurance Ltd waives its right to terminate the contract after claims have been paid other than in cases of attempted or actual insurance fraud on the part of the policyholder.

7.8

The effects of the contract may be retroactively applied to a time before it was concluded, provided there is an insurable interest.

Retroactive insurance is void if only the insured person or policyholder knew, or should have known, that a feared event had already occurred.

8. Beginning and end of insurance cover

The insurance cover is available during the time in which each insured person is actively employed in a specific position by the policyholder. Accidents which occur on the way to work count as insured accidents.

Benefits of the insurance

9. Cost of medical treatment

9.1

The cost of medical treatment for consequences of accidents is insured inasmuch as such costs exceed those covered in the benefit catalogues of the FLHI or the FLAI, or are not otherwise insured.

Inasmuch as the foregoing is fulfilled Visana Insurance Ltd accepts the following costs arising from an accident within five years of the day of the accident

9.2

received costs for medically necessary treatment carried out or prescribed by medical personnel,

9.3

costs for hospital accommodation in the private ward and expenditure incurred for medically prescribed spa cures carried out in a specialized establishment with the approval of Visana Insurance Ltd.,

9.4

expenditure for nursing care for the duration of the treatment period prescribed by the physician and carried out by qualified nursing staff who are not members of the insured's family,

9.5

costs for all provisional prostheses and dental prostheses (e.g. for young adults) up to and including the first definite prosthesis, for the initial purchase of hearing aids, optical glasses and orthopedic aids and repair and replacement of such if they are damaged or destroyed during an incident which results in measures of treatment pursuant to paragraph 9.2 or 9.3; rental costs for furniture and accessories for the disabled,

9.6

expenditure for:

- all transport required by the insured because of the accident inasmuch as such is required in connection with measures of treatment; air transport to the next suitable hospital for treatment, however, only if this is unavoidable for medical or technical reasons; payment will only be made for transport other than public transport (taxis and similar vehicles) if it would be unreasonable under the circumstances to expect the insured to use public transport (railways, trams, buses, etc.)

operations to recover a corpse if death results from an insured accident or from exhaustion costs for search and rescue operations undertaken to rescue or recover the insured after an accident or as a consequence of exhaustion up to a maximum sum of CHF 20,000.–

9.7

expenditure arising after an accident for which compensation is due for cleaning or repairing damaged clothing belonging to the insured or replacing such (replacement value) as well as objects and vehicles belonging to private individuals who assist in recovering and transporting the injured party, up to a maximum sum of CHF 2,000.–,

9.8

If entitlement to reimbursement of the cost of medical treatment is exhausted because the indemnity period has expired, within the scope of the cover stated in Art. a to g the company pays further costs for treatment arising from the same accident for an unlimited period up to a maximum sum of CHF 25,000.–.

9.9

Sums paid in participation, annual deductibles and other charges made by the health insurance will not be refunded.

10. Daily indemnity

Visana Insurance Ltd pays the daily indemnity for which insurance has been taken out for the duration of the medically established period of incapacity for work on expiry of the waiting period determined in the policy.

If the insured is partially unfit for work a daily indemnity will be paid that is commensurate with the degree of incapacity for work.

The waiting period begins when incapacity for work is determined medically, however, at the earliest on the day after the accident. Days on which the insured is partially capable of work are counted as whole days when the waiting period is determined.

The maximum period in which the daily indemnity will be paid per person amounts to 720 days. The obligation to pay benefits lapses when the insured is fully capable of work or on the day on which regular treatment ceases.

From the end of the calendar year in which the insured attains the age of 65 under the conditions of para. 4 the insured is entitled to half the insured daily indemnity for a maximum period of 720 days.

The company pays the insured daily indemnity to insured persons who are under the age of 16 for a maximum period of 6 months.

11. Disability

11.1 Disability capital

Visana Insurance Ltd pays the disability capital agreed in the contract if the insured sustains an injury resulting in permanent damage to his physical or mental health. The degree of loss of income is irrelevant in such cases. The compensation for disability is arranged according to the sum insured in the contract, the benefits category and the degree of disability.

If a part of the body or an organ that had already been impaired in a prior accident suffers further injury resulting in a greater degree of disability, Visana Insurance Ltd pays capital in relationship to the degree of disability directly attributable to the accident.

To determine or bindingly establish the disability capital the degree of disability is assessed in analogy to the assessment of integrity procedure in appendix 3 (scale of compensation for loss of integrity) of the Ordinance on the Accident Insurance (OAI/UVV).

In cases of simultaneous loss or loss of use of a number of body members the degree of disability is calculated by adding together the percentages for each injury; the degree of disability can never amount to more than 100%.

Compensation for special cases of disability or cases not mentioned herein is derived from the scale according to the degree and the severity of injury.

The degree of disability shall be assessed under conditions where no aids are used – other than optical aids. Complete loss of use of an organ is counted as equivalent to loss of an organ. In cases of partial loss and partial loss of use compensation for the loss of integrity will be appropriately reduced.

If the degree of disability amounts to less than 26% benefits shall correspond with the degree of disability.

The disability capital will be determined as follows depending on which benefit category (A or B) is chosen:

	Benefit category A	Benefit category B
for the degree of disability not exceeding 25%	based on the simple sum insured	based on the simple sum insured
for the degree of disability exceeding 25% but not exceeding 50%	based on twice the sum insured	based on three times the sum insured
for the degree of disability exceeding 50%	based on three times the sum insured	based on five times the sum insured

Benefits as a percentage of the insured sum:

Degree of disability	Category of benefits			Degree of disability	Category of benefits			Degree of disability	Category of benefits		
	A	B	C		A	B	C		A	B	C
%	%	%	%	%	%	%	%	%	%	%	%
26	27	28	26	51	78	105	51	76	153	230	76
27	29	31	27	52	81	110	52	77	156	235	77
28	31	34	28	53	84	115	53	78	159	240	78
29	33	37	29	54	87	120	54	79	162	245	79
30	35	40	30	55	90	125	55	80	165	250	80
31	37	43	31	56	93	130	56	81	168	255	81
32	39	46	32	57	96	135	57	82	171	260	82
33	41	49	33	58	99	140	58	83	174	265	83
34	43	52	34	59	102	145	59	84	177	270	84
35	45	55	35	60	105	150	60	85	180	275	85
36	47	58	36	61	108	155	61	86	183	280	86
37	49	61	37	62	111	160	62	87	186	285	87
38	51	64	38	63	114	165	63	88	189	290	88
39	53	67	39	64	117	170	64	89	192	295	89
40	55	70	40	65	120	175	65	90	195	300	90
41	57	73	41	66	123	180	66	91	198	305	91
42	59	76	42	67	126	185	67	92	201	310	92
43	61	79	43	68	129	190	68	93	204	315	93
44	63	82	44	69	132	195	69	94	207	320	94
45	65	85	45	70	135	200	70	95	210	325	95
46	67	88	46	71	138	205	71	96	213	330	96
47	69	91	47	72	141	210	72	97	216	335	97
48	71	94	48	73	144	215	73	98	219	340	98
49	73	97	49	74	147	220	74	99	222	345	99
50	75	100	50	75	150	225	75	100	225	350	100

12. Death

Death capital

If the accident leads to the death of the insured person Visana Insurance Ltd pays the death capital determined in the contract to the following persons in the following order:

- the spouse, or as the case may be registered partner
- the children; as defined in the accident legislation adopted children entitled to a pension under the provisions of the ac-

cident insurance are accorded the same rights as other children

- parents
- siblings.

In the absence of the above named heirs only the cost of burial will be paid amounting to up to 10% of the insured death capital.

If the insured had not yet completed his 16th year of life at the time of the accident a death capital payment is made amounting to a maximum of CHF 20,000.–.

If disability capital had already been paid out for the consequences of the same accident (pursuant to para. 13), this sum will be deducted from the death capital.

12.1

13. Determining the benefits insured

The amounts contracted for in the policy are applicable for per-capita insurance.

14. Restrictions to insurance cover

14.1

a) The following types of accident are excluded from the insurance: accidents caused by

- earthquakes in Switzerland and in the Principality of Liechtenstein,
- acts of war in Switzerland,
- acts of war abroad. If a war breaks out in a land where the insured is staying and the insured is taken unawares by such events the insurance cover remains in force for 14 days from the day on which war first broke out,
- willfully committing crimes or offences (e.g. driving while under the influence of alcohol (from 0.5 volume-percent) or while under the influence of drugs or medicaments) or attempting to do the same,
- service in a foreign army,
- participation in acts of terror,
- 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,
- suicide or self-mutilation or attempts to do the same,
- the effects of ionizing radiation (non-occupational situations).

14.2

Damage to health resulting from medically prescribed radiotherapy after an insured accident is insured.

b) Circumstances not connected with an accident

Daily indemnities and cost of treatment benefits are not reduced if the damage to health is only partly attributable to an insured accident. If disability is only partly attributable to the consequences of an insured accident, disability capital will be granted in correspondence with causation. The same applies to determine the death capital.

Duties when claims arise

15. Claims procedure

15.1

If it is reasonable to expect that a claim for benefits exists as a result of an accident

- Consult a member of the health profession as soon as possible and get specialized treatment. Each insured is obliged to submit to an examination by doctors acting on behalf of Visana Insurance Ltd.
- The policyholder or insured must notify Visana Insurance Ltd of the accident without delay. Further, the insured and/or the rightful claimant must do everything in his power to help clarify the circumstances that led to the occurrence of the

insured event and the consequences of the event. In cases of death Visana Insurance Ltd is to be informed as soon as possible so that Visana Insurance Ltd can order a post mortem at its own expense before the burial if causes other than the accident itself could have led to death. The rightful claimant has to consent to a post mortem examination.

15.2

Visana Insurance Ltd is entitled to request all information and paperwork concerning the accident and any other prior accidents and illnesses, in particular medical certificates. The policyholder, the insured and the rightful claimant have a duty to provide Visana Insurance Ltd with truthful information about how the insured event occurred and to release all physicians consulted by the insured from the obligation to maintain patient confidentiality.

15.3

If neither the policyholder nor the injured party is able to fulfill this duty it becomes incumbent upon the relatives and any other rightful claimants.

16. Consequences of breach of contract

If culpable breaches of contract occur with reference to the conditions in paragraph 15 and such are detrimental to establishing the degree of damage to health or the consequences of an accident, Visana Insurance Ltd may reduce or refuse to pay benefits. Benefits will not be reduced/refused if it is proven that the breach of contract had no detrimental effect on establishing the degree of damage to health, the consequences of an accident or the degree of recourse.

Premium

17. Calculation of premiums

Premiums are calculated on the basis of the number of insureds and/or the number of days of employment (annual contracted lump-sum premiums apply for pension insurance).

18. Provisional premium and settlement

18.1

If a provisional premium is agreed upon in the contract, at the end of each insurance year or on termination of the contract a final premium will be calculated on the basis of information supplied by the policyholder, as stipulated in paragraph 20. For this purpose Visana Insurance Ltd sends the policyholder a declaration request. Retrospective or postpaid premiums are due on receipt of the account. Amounts of less than CHF 20.– are ignored for reasons of cost.

18.2

If the policyholder fails to provide Visana Insurance Ltd the information required to determine the final premium by the stipulated time, Visana Insurance Ltd estimates the premium.

18.3

The policyholder is entitled to object to the estimated premium within 30 days after receipt of the premium invoice. Documentary evidence should be enclosed with any application to modify the premium.

19. Payment of premiums

The policyholder is liable in advance for the premium for an entire insurance period. If payment is made by installment, the

balance of unpaid installments of the annual premium remains due.

20. Reimbursement

20.1

If the contract is set aside for a legal or a contractual reason before the end of an insurance year, Visana Insurance Ltd refunds premiums paid in advance for the relevant period of insurance and no longer demands payment for installments falling due at a later date.

20.2

This condition does not apply if the contract was in force for less than one year before being terminated and if it was terminated by the policyholder after a claim.

21. Arrears

21.1

If the premium is not paid by the due date the policyholder will be sent a demand for payment of the premium arrears in writing or in any other form allowing it to be evidenced by text notifying him of the consequences of default; payment must be made within 14 days of the date of the reminder to pay. If no payment is made on expiry of the deadline for payment the duty to pay benefits is suspended.

21.2

If Visana Insurance Ltd does not demand payment of the outstanding premiums including the cost of reminders and administration within two months of expiry of the reminder period the contract is deemed to be terminated.

21.3

If Visana Insurance Ltd collects premiums by means of legal debt collection or accepts such retrospectively the duty to pay benefits is reactivated from the date upon which all premium arrears including interest and all costs are paid. No claim for benefits can be made for events that occur during the period when cover is interrupted.

21.4

In cases of default Visana Insurance Ltd is entitled to invoice costs for reminders, administration, legal debt collection and interest on arrears (5% p.a. from the date the premium is due).

22. Modification of premium tariff

If the premium tariff changes because of the development of costs and group claims experience Visana Insurance Ltd can modify premiums when the contract ends. The insurer informs the policyholder of the new premium at least 30 days before the current insurance year expires. The policyholder then has the right to serve notice to terminate the contract at the end of the current insurance year. If the policyholder exercises this right, the contract terminates at the end of the insurance year. To be valid notice to terminate the insurance must be received by Visana Insurance Ltd on the last working day of the insurance year at the latest. Failure to serve notice to terminate the insurance on the part of the policyholder is deemed as consenting to modification of the contract.

23. Change of premium rate

23.1

When the contract ends, Visana Insurance Ltd can adjust premiums taking into consideration changes in the age structure and the claims experience. If the total benefits paid (including reserves for current cases) exceeds the risk premium received Visana Insurance Ltd can modify premium rates.

23.2

The policyholder will be informed of the new premium rates at least 30 days before the main premium is due. If the policyholder does not wish to pay the modified premium, notice to terminate the contract can be served at the end of the current insurance year. To be valid notice to terminate the insurance must be served in writing or in any other form allowing it to be evidenced by text and be received by Visana Insurance Ltd on the last working day of the insurance year at the latest. Failure of the policyholder to give notice is considered to be tacit consent to the revised contract.

Final stipulations

24. Data processing

Visana Insurance Ltd processes data obtained from contracts or while claims are processed and uses such data to determine premiums, assess risk, process insurance cases, for statistical purposes and for marketing. Data is stored either physically or electronically. Within the scope of what is required Visana Insurance Ltd may pass data on for processing to third parties involved in processing claims, in particular other insurers, reinsurers and the social insurances.

25. Access to data

To fulfill the obligations arising from the contract, Visana Insurance Ltd is given the right to access the all the relevant paperwork held by the policyholder.

26. Correspondence with the company

Any notification and correspondence on behalf of the policyholder or a rightful claimant should be addressed to Visana Insurance Ltd at Bern or to the agency indicated in the contract. By using an electronic communication channel, you accept that unauthorised third parties might obtain knowledge about the transmitted data, the recipient and the sender. Visana Insurance Ltd accepts no liability for damages incurred by the policyholder or the insured person as a result of the transmission of unencrypted electronic data.

27. Legal venue

Actions against Visana Insurance Ltd on behalf of the policyholder or the insured can be brought at their place of residence in Switzerland or in Bern. The insured is also entitled to take action against Visana Insurance Ltd at courts at his place of work.