

General Conditions of Insurance (GCI)

Supplementary health insurance

Visana Managed Care (FLIC)

Note:

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

1. General

1.1 With whom are you insured?

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

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

1.2 Contractual bases

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
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. 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) will be paid no earlier than 270 days after submission of the application (signing of the application form).

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 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.

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 Insurance Ltd does not pay any benefits if you only submit your claim 5 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?

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. 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 cancel the application 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 applied for 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.

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 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 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 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 time subsequent to the occurrence of the reason for the termination.

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.

4.8 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 (centre of vital interests).

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 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 Will changes in your personal circumstances affect 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 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, therapists, official bodies, insurance companies and lawyers who have treated, advised or insured you from their confidentiality obligations vis-à-vis Visana Insurance Ltd.

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

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 multiple 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 benefits 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.