

General Conditions of Insurance (GCI)

Individual Daily Cash Benefit Insurance (FLIC)

Note:

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

1. General information

1.1 Who are you insured with?

The insurer for this insurance offered supplementary to the social health insurance is Visana Insurance Ltd domiciled in Bern. These conditions of contract contain the stipulations applicable to the Individual Daily Cash Benefit Insurance.

1.2 What documents constitute your insurance contract?

Your insurance contract consists of:

- Your application for insurance
- The policy
- These General Conditions of Insurance
- Any special agreements incidental to the contract
- The information sheet FLIC Customer Information

Unless otherwise agreed, the insurance is offered in conformity with the Federal Law on Insurance Contracts (FLIC/VVG).

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 named on your policy are insured. All natural persons resident or employed in Switzerland can be insured from 15 years of age onward until cessation of gainful employment, or at most until attainment of the regular pensionable age (OASP/AHV).

3. Benefits of the insurance

3.1 What can you insure for?

You can take out insurance to cover the financial consequences of

- Illness (incl. maternity after a qualifying period of 5 years) including accident risk
- or
- Illness (incl. maternity after a qualifying period of 5 years) excluding accident risk

Daily cash benefit insurance can be taken out with various waiting periods.

The actual cover offered by the insurance you have taken out is shown on your insurance policy.

3.2 What conditions must be fulfilled before benefits are paid?

The individual daily cash benefit insurance (FLIC) is a fixed-sum insurance.

Visana Insurance Ltd pays the agreed daily cash benefit for periods of incapacity for work if such are confirmed by a doc-

tor or chiropractor, however at the earliest after the contracted waiting period has elapsed. The waiting period begins on the first day of the period of incapacity for work as per medical certificate, however, at the earliest 5 calendar days before initial medical treatment. Days of partial incapacity for work are counted as full days with respect to fulfilling the waiting period. The daily cash benefit will be paid for a maximum of **730 days** per insured event, less the contracted waiting period. The daily cash benefit insurance terminates when the maximum indemnity period is reached. Regardless of the degree of incapacity for work and the diagnosis the daily cash benefit insurance expires after the benefit period is exhausted. No further premiums are due and after benefits are exhausted the daily cash benefit insurance may not be renewed.

If another insured event occurs while the insured is incapable of work account will be taken of the indemnity period of the preceding insured event.

If the insured person suffers a relapse within **365 days** the waiting period is dispensed with. For purposes of calculating the indemnity period, a reoccurrence of the same illness or consequences of an accident (relapse) is regarded as a new insured event if the insured person was capable of work for 365 days after the last occurrence of the same illness or the same consequences of an accident.

You may claim daily cash benefits if your incapacity for work is assessed as more than 25 %. Benefits are paid commensurate with the degree of incapacity for work.

100 % benefits are paid from a degree of incapacity assessed as 66 2/3 %. Days on which incapacity is assessed as at least 25% count in full toward calculation of the waiting period and indemnity period.

If insured persons are abroad, the daily cash benefit will only be paid for a period of hospitalization.

3.3 What conditions apply during maternity?

The following benefits are paid during maternity; If you are not entitled to claim maternity benefits under the provisions of the law on loss of earnings (EOG) the daily cash benefit is paid out if the individual daily cash benefit insurance has been in force for at least five years prior to the birth and the birth takes place after the 6th month of pregnancy. If these conditions are fulfilled Visana Insurance Ltd pays the following benefits while observing the waiting period: The lowest daily cash benefit insured for during the last five years (calculated from the date of the birth) will be paid out subject to deduction of the longest waiting period insured in this same time. Maternity benefits will be paid eight weeks before and eight weeks after the birth. During these 16 weeks benefits for illness or accident will only be paid if no claim is made for maternity benefits. If the insured ceases work earlier than four weeks before the birth, maternity payments will be limited to a maximum of HF 50.– per day of entitlement.

If you are entitled to maternity benefits under the provisions of the law on loss or earnings (EOG) the insured daily cash benefit will be paid for 16 weeks after the date of the birth after deducting the maternity indemnity that is paid under the provisions of the law on loss of earnings (EOG). No waiting period applies. Entitlement to the daily cash benefit ends premature-

ly if you commence work irrespective of the degree of employment. To claim the daily cash benefit you have to submit the maternity indemnity settlement issued by the OASI compensation office (AHV) under the provisions of the law on loss of earnings (EOG).

Maternity benefits will not be counted to the maximum indemnity period. Daily cash benefits for complications during pregnancy or birth will only be granted outside the period during which maternity benefits are being paid if the insurance had already been in force for at least one year before the date of the birth.

3.4 What is an illness?

An illness is any impairment of physical, mental or psychiatric health not caused by an accident and that requires a medical examination or treatment, or that leads to incapacity for work. Complications associated with pregnancy and delivery-related health issues are deemed to be equivalent to an insured illness provided the insured person has been covered by this insurance since the start of pregnancy.

3.5 What is viewed as an accident?

An accident is the sudden unintentional damaging effect of an exceptional external factor on the human body as well as accident-like physical injuries and occupational diseases, as defined by compulsory Accident Insurance, which result in impairment of physical, mental or psychiatric health.

The following physical injuries are deemed to be equivalent to accidents, even if no exceptional external factor was involved.

- Broken bones, to the extent that they cannot clearly be attributed to an illness
- Dislocated joints
- Torn meniscus
- Torn muscles
- Sprained muscles
- Torn ligaments
- Ligament lesions
- Eardrum injury

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, selfmutilation and attempts to do the same are only viewed as accidents if the insured person was totally incapable of rational action at the time of the incident through no fault of his own, or if the action was a clear consequence of an insured accident. If such actions are performed while the person is in a state of diminished responsibility, they are viewed as illnesses.

3.6 What is incapacity for work?

A case of incapacity for work exists if you are wholly or partially unable to carry out your occupation as a result of an insured event.

A doctor or chiropractor must confirm your incapacity for work. Doctors are those doctors authorized to practice in Switzerland who are in possession of a federal diploma or an equivalent foreign qualification. Chiropractors are those chiropractors authorized by the canton to practice on the basis of qualifications approved by the Federal Council.

3.7 What is not insured?

Visana Insurance Ltd pays no benefits in the following cases: pre-existing illness and consequences of accidents to the extent these lead to incapacity for work; benefits will be reduced proportionally for impairment of health only partly attributable to an insured illness/accident;

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 as a disturber of the peace or as a participant in agitation
- In connection with service in a foreign army

Force majeure

- In case of earthquakes or meteor strikes
- For cases of illness or accident caused by ionizing rays

Insured person's own fault

- For the consequences of committing crimes or offenses or for the consequences of attempts to carry out the same
- For the 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 is exposed to exceptional danger through not taking or while unable to take measures to reduce the risk to a reasonable level
- Participation in racing with motor vehicles of all kinds as well as training for such
- 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. Abuse of addictive substances is expressly excluded and is not deemed to be an illness and therefore no benefits will be paid by Visana Insurance Ltd.

Other exclusions

- Cases of attempted or actual insurance fraud
- Cases involving breaches of the obligation to mitigate loss pursuant to Art. 61 FLIC (in particular, in cases involving breaches of the obligation to accept other work that the insured could reasonably be expected to perform in another profession or sector in cases of long-term incapacity for work - after a reasonable deadline has been set by Visana Insurance Ltd.)

or special agreements

- For illnesses and accidents which occur after the contract has terminated

3.8 When does entitlement to benefits end?

Visana Insurance Ltd pays no benefits if the interval between the incident on which a claim is based and making the claims is greater than 5 years.

3.9 When does Visana Insurance Ltd reduce benefits?

Visana Insurance Ltd waives its right to reduce benefits if the insured incident is caused by gross negligence.

3.10 How long does Visana Insurance Ltd pay benefits?

Visana Insurance Ltd will provide the insured benefits upon recognition of entitlement to benefits for the insured period, but for no longer.

4. Validity and duration of the contract

4.1 How can I take out insurance with Visana Insurance Ltd?

To take out insurance you must sign a proposal form. You can cancel 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 request a medical examination.

By signing the proposal form you authorize Visana Insurance Ltd to make all necessary inquiries to obtain information from officials, doctors and third parties.

Illnesses and consequences of accidents which exist at the time of or prior to when the application is made may be excluded from insurance cover. If you do not report illnesses and accidents of which you are aware on the proposal form Visana Insurance Ltd has the right to exclude these retrospectively when such 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 demand increased premiums to insure certain illnesses and consequences of accidents.

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 day agreed as noted in the policy.

4.4 When does the insurance end?

The insurance ends

- after valid notice to terminate the contract is served
- when the insured person reaches the ordinary pensionable age (OASP/AHV age)
- when the insured person dies
- if the maximum indemnity period for an insured event is reached
- if the insured person moves his domicile outside Switzerland or ceases gainful employment
- after a period of twelve months if the insured person is living abroad

4.5 When can you cancel the insurance?

- On expiry of the contract:
You can cancel the insurance when the duration of the contract laid down in the policy elapses while observing a 3 month period of notice.
- In case of a claim:
You can cancel the appropriate part of your insurance after each incident of illness or after each accident for which Visana Insurance Ltd pays benefits, at the latest 14 days after receipt of the benefits. Visana Insurance Ltd's liability terminates 14 days after receipt of notice to cancel the insurance.
- Where the contracted relationship changes (compare paragraph 7 of these GCI).
- 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 contracted period ends?

If you do not make use of your right to cancel the insurance, the contract continues for a further year. Visana Insurance Ltd undertakes to continue the contract after expiry of the contrac-

tual period laid down in the policy. This undertaking to continue the contract is cancelled, however, if incidents occur which are excluded from the contract such as those listed under Personal negligence in paragraph 3.7. Visana Insurance Ltd informs the insured person that the company waives the right to continue the contract within 6 months of the incident coming to its attention. The contract is cancelled on the contractual expiry date subsequent to issue of the 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 amounts paid for the unused insurance period.

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.

5. Premiums

5.1 What premiums do you have to pay?

The premium applicable to you can be found in the policy. The premiums are based on effective age. They are determined according to the following age groups:

- 16 - 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 61.

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.

5.2 When are premiums due?

You can see when the premiums are due and the terms of payment on the premium invoice.

5.3 What happens if you pay your premiums late?

If Visana Insurance Ltd does not receive premiums by the time the term of payment expires you will be sent a written request with a demand for payment within 14 days. If the request is ignored the company's obligation to pay benefits is suspended after the reminder period lapses.

Suspended insurance can be reactivated to the original level of cover irrespective of the state of health of the insured person if application to this effect is received within 2 months after the obligation to pay benefits ceased and on payment of all outstanding premiums and costs (interest on arrears, cost of reminders, 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.

After the insurance has been suspended for at least 2 months because of non-payment 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 offset these against claims.

6. Changes to the contractual relationship

6.1 What changes can Visana Insurance Ltd make to the contractual relationship?

Visana Insurance Ltd has the right to raise or reduce premiums as appropriate in line with the development of costs.

Visana gives notice of new conditions of insurance at the latest 30 days before these come into force. You then have the right to cancel the contract at the end of the current calendar half-year. If you do not serve notice of cancellation, agreement with the changes is assumed.

6.2 Do changes to your personal circumstances influence the insurance?

If premium tariffs are age contingent, changes to premiums are made automatically as the age limits are attained.

7. Obligations and substantiation of claims

7.1 How do you get your payments?

After Visana Insurance Ltd has received all the necessary information the company pays whatever is due to you onto your bank or post office account. (c.f. paragraph 8.1)

7.2 What obligations do you have to substantiate claims for benefits?

If you are incapable of work and it can be assumed that you are entitled to benefits,

- you are obliged to consult a doctor and get suitable treatment as soon as possible. Comply explicitly with the doctor's instructions;
- you are obliged to submit to an examination by a doctor acting on behalf of Visana Insurance Ltd;
- you have to notify Visana Insurance Ltd of the claim on the specific form supplied within two weeks of the waiting period expiring. In cases where a waiting period of 30 or more days applies, notification should be submitted at the latest four weeks after the beginning of the illness or occurrence of the accident respectively. If notification is made after the deadlines mentioned have expired, the waiting period begins on the date notification is received.

Visana Insurance Ltd has the right to demand documents and information, in particular medical certificates. You hereby 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 benefits by a doctor designated by Visana Insurance Ltd.

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.

Visana Insurance Ltd treats all medical information confidentially. You acknowledge that you submit to this obligation and undertake to give truthful information about anything which may concern the current case and earlier illnesses and accidents.

7.3 What happens if you violate obligations relevant to 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 special 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.

8. Miscellaneous conditions

8.1 Where does Visana Insurance Ltd. fulfill its obligations and where do you fulfill 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 to which payments are to be made.

8.2 How does the company deal with taxation at source?

If you are subject to taxation at source, tax will be deducted from benefits paid.

8.3 What should you report to Visana Insurance Ltd?

Any information and communications which are incumbent on the policyholder or the insured person have to be addressed to the responsible office of Visana Insurance Ltd. Any disadvantages resulting from willful violation of the obligation to notify are at the expense of the person insured.

8.4 How does Visana Insurance Ltd inform insured persons?

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

8.5 In case of dispute which legal venue is responsible?

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.

8.6 Who is entitled to set off payments?

Visana Insurance Ltd can set off benefits against outstanding premiums. The insurer has the right to reclaim benefits paid in error. 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.

8.7 May you cede or pledge claims on Visana Insurance Ltd?

Claims on Visana Insurance Ltd may neither be ceded nor pledged. Ceding or pledging such claims may not be enforced upon Visana Insurance Ltd.