

General Conditions of Insurance (GCI)

FLAI Supplementary Insurance

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 Insurance Ltd (Visana Versicherungs AG) in Bern.

2. Basis for the contract

2.1

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

2.2

Unless otherwise agreed, the insurance is offered in conformity with the conditions of the Insurance Policies Act (IPA/VVG). Where the FLAI/UVG is mentioned in the GCI, reference is being made to the Federal Law on Accident Insurance (FLAI/UVG) and regulations pertaining to the law.

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 and occupational diseases as per article 4 of the Federal Act on General Aspects of Social Security Law (ATSG/GSSLA) and article 9 of the Federal Law on Accident Insurance (FLAI/UVG).

3.2

The insurance comprises cover for occupational accidents, non-occupational accidents and occupational diseases recognized by the FLAI insurance company for which compensation is due arising or occurring during the period covered by the FLAI Supplementary Insurance. For the consequences of occupational accidents, benefits are only paid if the accident occurred during work on the insured company's premises (the consequences of occupational accidents that occur on another employer's premises are not insured).

3.3

Part-time employees who are only insured for occupational accidents and occupational diseases under the statutory insurance because of the hours they work for the insured company are likewise only covered for occupational accidents and occupational diseases by this supplementary insurance. Accidents on the way to work are deemed to be occupational accidents.

Accidents occurring during military service in the Swiss army and civil service in peacetime are also insured; such are deemed non-occupational accidents.

3.4

The total entitlement to benefits from all existing accident insurance taken out with Visana Insurance Ltd (with the exception of obligatory accident insurance as per FLAI/UVG) is limited to CHF 10 mn. per person and incident.

3.5 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

4.1

The insurance applies to those individuals or groups of people designated in the policy who already have an FLAI insurance.

4.2

For employees sent on postings abroad from Switzerland or sent on postings in Switzerland from abroad, the provisions of the FLAI/UVG apply.

4.3

Individuals who join the FLAI insurance of their own volition must be named in the policy for the FLAI Supplementary Insurance.

5. Territorial validity

The conditions of the FLAI apply.

6. Per-capita system, salary system

The insurance can be taken out:

- according to the per-capita system (fixed sums insured, premiums based on the number of insureds).
- according to the salary system (insurance benefits and premiums based on salaries).

Beginning and end of insurance

7. Beginning and end of the contract

7.1

The insurance begins on the date in the policy or in the confirmation of acceptance issued by Visana Insurance Ltd.

7.2

The group insurance contract ends

- if it is terminated,
- 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 each time 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 notice period 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 terminate the contract at the latest 14 days after receipt of benefits. Visana Insurance Ltd's liability ceases 14 days after this notification.

7.7

Visana Insurance Ltd waives its right to terminate the contract after claims 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

8.1

The insurance cover for the individual insured person begins with the day on which the employment contract or the entitlement to salary begins, but in any case at the point in time when the employee sets out for work, however, at the earliest on the date for the contract to begin, indicated in the policy.

8.2

Insurance cover for those, who are only insured for occupational accidents, begins at the point in time when they set out for work at the insured company, however, at the earliest on the date for the contract to begin indicated in the policy.

8.3

Insurance cover for those persons specifically named in the policy begins when confirmation is received from Visana Insurance Ltd.

8.4

Insurance cover for individual insureds ends:

- with the 31st day after the day on which the entitlement to at least half the salary ends; the same applies to breaks in em-

ployment with no entitlement to a salary (the salary is determined in accordance with the provisions of the FLAI/UVG). If the insured takes up new employment before this period expires, the insurance cover ends when the insured begins work in the new position. Insurance cover for part-time employees who are only insured for occupational accidents ceases on the last day of work, i.e. at the point in time when the work is stopped.

- when the contract is terminated.
- if the insured becomes unemployed as defined in the conditions of the FLAI.

9. Transfer to individual insurance

9.1

Insureds resident in Switzerland have the right to transfer to Visana Insurance Ltd's individual insurance (insurance in conformity with the provisions of the IPA/VVG)

- if they leave the insured group,
- if the contract expires.

9.2

Cross-border workers are entitled to the same benefits as insured persons residing in Switzerland, provided they are classified as unemployed in the sense of Art. 10 of the Federal Law on the Unemployment Insurance (FLUI/AVIG); in such cases, a report to the unemployment insurance provider must be shown.

9.3

Visana Insurance Ltd grants persons transferring to individual insurance cover for the benefits existing at the time of transfer at the prevailing conditions and rates for the individual insurance. Insureds must assert their right to transfer by applying in writing or in any other form allowing it to be evidenced by text within 90 days after leaving the insured company. The excess cover pursuant to section 16 and disablement and death benefits pursuant to sections 14.2 and 15.2 are not included in the scope of individual insurance.

9.4

No right to transfer exists:

- if the insured changes employment and transfers to a new employer's insurer,
- on termination of this contract and continuation of it by another insurance company for the same group of persons,
- for insureds who qualify for the old age and survivor's pension (OASP),
- on cessation of gainful employment,
- for individuals whose working relationship ends during the probationary period or has lasted less than 3 months and for the temporarily employed.

10. Increased risk an reduced risk

10.1

If during the term of contract a change occurs in a significant fact of which the insurer was notified in the application and if such leads to a substantial increase in risk, Visana Insurance Ltd must be notified of the change without delay. If no notification is given, Visana Insurance Ltd is no longer bound to the contract in the subsequent period.

10.2

If the risk increases Visana Insurance Ltd can raise premiums appropriately for the remaining term of contract or cancel the contract within 14 days after being notified: a two-week notice period is observed.

10.3

The policyholder is accorded the same right to terminate the contract if no agreement is reached about the increased premiums. In either case Visana Insurance Ltd is entitled to the increased premium according to tariff from the point in time when the risk increased until the contract terminates.

11. Unpaid leave**11.1 Scope**

In modification of paragraph 8, the supplementary insurance remains in place during any unpaid leave of up to 7 months (including additional coverage as per paragraph 8 of these GCIs) as long as the labour contract is still in force and the employee takes out an arranged insurance extension for this period.

11.2 Benefits

Insofar as coverage of a loss of salary that exceeds the FLAI/UVG benefits is included in the arranged benefits of the supplementary insurance, such loss of salary is also covered. During unpaid leave, there is no entitlement to daily cash benefits. Any arranged waiting period applies in any case.

11.3

Insofar as medical costs or benefits for disability or death that exceed the FLAI/UVG benefits are included in the arranged benefits of the supplementary insurance, such costs or benefits are also covered.

11.4 Calculation of premiums

The premium is calculated on the basis of the last salary payment received before interruption of work, extrapolated for the year.

Insurance benefits**12. Cost of treatment****12.1**

Inasmuch as the insurance benefits are indicated in the policy, the following conditions are deemed to apply:

As long as benefits for treatment and cost refunds are provided by the accident insurance (FLAI) or the Federal Military Insurance, Visana Insurance Ltd accepts that part of the following costs not insured by the insurance issued in compliance with the FLAI for a limited period of 5 years:

12.2

proven costs for medically necessary treatment carried out or prescribed by medical personnel as defined in the FLAI. Costs of curative measures from the field of complementary medicine, e.g. osteopathy, are not covered;

12.3

costs for hospital accommodation in the semi-private or private ward and expenditure incurred for medically prescribed spa cures carried out in a specialized establishment with the approval of the FLAI insurance company or the Federal Military Insurance;

12.4

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;

12.5

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 for which treatment

is required pursuant to let. 12.2 or 12.3; rental costs for furniture and accessories for the disabled;

12.6

expenditure for:

- all transport of the insured to any doctor, hospital or physiotherapist required 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 with vehicles that are not used for public transport (taxis and similar vehicles) if it would be unreasonable to expect the insured to use public transport (railways, trams, buses etc.);
- recovery of a corpse if death results from an insured accident or from exhaustion;
- costs for search 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.-;

12.7

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.-;

12.8

deductions from daily cash benefits during stays in hospitals or clinics (pursuant to Art. 27 UVV [Ordinance on the Accident Insurance OAI]).

12.9

If an individual insured for the semi-private ward opts to be treated in a private ward, Visana Insurance Ltd accepts only 60% of the costs.

12.10 Third party benefits

If the insured or the rightful claimant is entitled to payments from the social insurance, other indemnity insurances or a liable third party, Visana Insurance Ltd supplements such payments until the level of benefits insured in the policy is attained.

In cases where costs are covered by a number of recognized insurance companies, Visana Insurance Ltd refunds the costs insured with the company in proportion to the benefits guaranteed by all participating insurance companies.

If Visana Insurance Ltd provides payment in lieu of a liable third party, the insured must cede any claims on the third party up to the sum paid by Visana Insurance Ltd.

13. Daily indemnity**13.1**

For the duration of medically confirmed incapacity for work, Visana Insurance Ltd pays the insured daily indemnity on expiry of the waiting period determined in the policy providing the insured is entitled to a daily indemnity from the Accident Insurance under the provisions of the FLAI, the Federal Military Insurance or the Federal Invalidity Insurance.

If the insured is partially incapable of work, the daily indemnity will be paid commensurate with the degree of incapacity. The waiting period begins when incapacity 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. For all other circumstances, the conditions of the FLAI apply.

13.2 Third party benefits

If the insured or the rightful claimant is entitled to benefits from the social insurance, other indemnity insurers or a liable third

party, Visana Insurance Ltd supplements such benefits up to the level of the insured's actual loss of earnings. The highest amount paid out shall be the daily indemnity contracted for. If insurance exists with a number of insurance companies for a daily indemnity the total earnings lost will only be indemnified once. Visana Insurance Ltd grants the benefits insured with the company in proportion to the benefits guaranteed by all participating insurance companies.

If Visana Insurance Ltd provides payment in lieu of a liable third party, the insured must cede any claims on the third party up to the sum paid by Visana Insurance Ltd.

14. Disability

14.1 Disability capital

Visana Insurance Ltd pays the disability (invalidity) capital agreed in the contract if the insured suffers permanent physical or mental injury. 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 before an accident is re-injured resulting in a further 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 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 parts the degree of disability is calculated by adding the percentages for each injury; the degree of disability can never amount to more than 100%.

Compensation in special cases or cases not mentioned herein is derived from the scale according to the degree and the severity of injury. The degree of disability will be assessed without the use of aids – with the exception of optical aids. Complete loss of use of an organ is counted as equivalent to loss of an organ. In cases of partial loss an 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.

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

14.2 Disability pension for excess salary

In cases of complete disability, Visana Insurance Ltd pays a disability pension amounting to 80 % of the insured excess salary. The pension is reduced appropriately for partial disability. The degree of disability is determined in accordance with the provisions of the FLAI/UVG. The disability pension is paid out until the recipient reaches pensionable age (OASI/AHV age). In all other circumstances, the conditions of the FLAI/UVG apply; however, those concerning complementary pensions do not apply.

Pensions are adjusted for inflation as stipulated in the conditions of the FLAI, however only up to a maximum of 10%. Adjustments of less than 10% cannot be offset against such for more than 10%.

The conditions in the FLAI also apply for buying up pensions; Visana Insurance Ltd is entitled to buy up monthly pensions amounting to less than CHF 100.–.

The benefits payable are due as soon as the anticipated permanent degree of disability is determined and when payment of any daily cash benefits are due from the FLAI insurance company ends.

14.3 Third party benefits

If the insured or the rightful claimant is entitled to benefits from the social insurance, other indemnity insurers or a liable third party Visana Insurance Ltd supplements such third party payments up to the level of the insured's actual loss of earnings. The highest amount that will be paid is the contracted pension. If a number of insurances exist with recognized insurance companies, Visana Insurance Ltd grants the benefits insured with the company in proportion to the benefits guaranteed by all participating insurance companies.

If Visana Insurance Ltd provides payment in lieu of a liable third party, the insured must cede any claims on the third party up to the sum paid.

15. Case of death

15.1 Death capital

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

- the spouse, or as the case may be registered partner
- the children; adopted children entitled to a pension under the provisions of the accident insurance are accorded the same rights as the other children
- parents
- siblings

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

If the insured has not yet completed the 16th year at the time of the accident, the highest sum payable on death amounts to CHF 20,000.–.

If disability capital had already been paid out for the consequences of the same accident (pursuant to sec. 14), this sum will be deducted from the death capital.

15.2 Survivor's pension for excess salary

In case of death, Visana Insurance Ltd pays the survivor's pension as shown below according to the conditions of the FLAI:

- 40% of the insured salary for widows and widowers;
- 15% of the insured salary for orphans who have lost one parent;
- 25% of the insured salary for orphans who have lost both parents;
- 70% of the insured salary at most and in total for a number of survivors.

The survivor's pension is paid out until the OASP age is attained.

Divorced spouses are not entitled to a survivor's pension.

Pensions are adjusted for inflation as stipulated in the conditions of the FLAI, however only up to a maximum of 10%. Adjustments of less than 10% cannot be offset against such for more than 10%.

The conditions of the FLAI apply for buying up pensions; Visana Insurance Ltd is entitled to buy up monthly pensions amounting to less than CHF 100.–.

15.3 Third party benefits

If the insured or the rightful claimant is entitled to benefits from the social insurance or other indemnity insurers or a liable third party, Visana Insurance Ltd supplements such third party payments up to the level of the insured's actual loss of earnings.

The highest amount that will be paid is the contracted pension. If a number of insurances exist with recognized insurance companies Visana Insurance Ltd grants the benefits insured with the company in proportion to the benefits guaranteed by all participating insurance companies.

If Visana Insurance Ltd provides payment in lieu of a liable third party, the insured must cede any claims on the third party up to the sum paid by Visana Insurance Ltd.

16. FLAI excess insurance

16.1

Inasmuch as this is indicated in the policy, Visana Insurance Ltd covers reductions in benefits and benefits refused by the FLAI insurance company based on the conditions of the FLAI because of

- culpable but non-willful causing of an accident by the insured;
- exceptional dangers or hazardous activities.

16.2

The conditions of para. 19 of the General Conditions of Contract remain reserved. No cost-of-living grants are made for pensions. Visana Insurance Ltd is entitled to buy up pensions at cash value as a result of which entitlement to benefits from the insured accident is cancelled in full.

17. Supplementary benefits to insure salary payment pursuant to Art. 338 para. 2 CO

If an employed person dies because of an insured accident and if he leaves a spouse or dependent minors or other persons for whom he had a fulfilled a duty to support, Visana Insurance Ltd discharges the employer's obligation to continue to pay a salary pursuant to Art. 338 paragraph 2 of the Code of Obligations. The annual salary is taken as the basis, up to the maximum insured income indicated in the policy.

Benefits are only provided if the daily indemnity and/or death capital are insured in the contract.

18. Determining the benefits insured

18.1 Bases for assessment

The insurance benefits paid are assessed on the basis of actual income earned in the insured company. This is determined according to the conditions of the FLAI.

The same basis for assessment also applies analogously to determine the excess salary.

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

18.2 Insured income

Depending on the contract the insured income may be either:

- the FLAI salary, i.e. the gross salary up to the FLAI limit,
- the excess salary, i.e. the amount in excess of the limit set in the FLAI for gross salaries on which contributions are payable under the OASP legislation (OASP salary) up to the highest amount mentioned in the policy per insured an per year.

The fixed annual salary designated in the policy counts as the insured earnings for policyholders and members of their family who work in the same company but neither draw a cash salary nor pay OASP contributions.

19. Restrictions to insurance cover

19.1

The conditions of the FLAI apply. However, Visana Insurance Ltd waives the right to reduce and refuse benefits for accidents, which are attributable to gross negligence or hazardous activities.

a) The following are excluded from the insurance: accidents for which no benefits are payable according to the FLAI and accidents, which result from

- 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.
- intentionally committed or attempted crimes or acts,
- driving while under the influence of alcohol off 0.5 per mille blood-alcohol concentration and driving under the influence of drugs or medication,
- 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 at the same, regardless of mental state at the time of the incident,
- the effects of ionizing radiation (non-occupational).

19.2

Damage to health resulting from medically prescribed radiotherapy after an insured accident is insured. For all other circumstances, the conditions of the FLAI apply.

b) Circumstances not connected with an accident

Daily indemnities and cost of treatment benefits are not reduced if the damage to health is only in part a consequence of an insured accident. If disablement is only partially attributable to the consequences of an insured accident disability capital and a disablement pension will be granted in correspondence with causation. The same conditions apply to determine the death capital and the survivor's pension.

Duties when claims arise

20. Claims procedure

20.1

Individuals insured under the FLAI can provide notification of claims with a copy of the FLAI accident form.

The following conditions should be observed for every claim. If it is reasonable to expect that a claim for benefits exists as a result of an accident

- consult medical personnel as defined in the FLAI 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 possible to 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 have a post mortem performed 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 the post mortem examination.

20.2

Visana Insurance Ltd is entitled to request all information and paperwork about 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.

20.3

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

21. Consequences of breach of contract

If willful breaches of contract occur in connection with the conditions in paragraph 20 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 scope of recourse.

22. Tax at source

22.1

If benefits that are subject to tax at source are paid directly to insured persons, the tax at source due will be deducted before payment.

22.2

No deductions will be made on benefits subject to tax at source paid directly to the policyholder. In this case, the policyholder must deduct the tax at source as stipulated in the tax legislation and discharge all obligations incumbent on him as a debtor for the tax payable on the benefits by making timely settlement of tax debts with the responsible tax authorities. The policyholder is liable for all claims that may be made on Visana Insurance Ltd through neglect of this obligation, in particular with respect to timely payment of tax at source.

Premium

23. Calculation of premiums

23.1

The premium is calculated for per capita insurance on the basis of the number of insureds and/or the number of months of employment (annual contracted premiums apply for pension insurance).

23.2

In the case of the salary system insurance the premium is calculated

- within the scope of the "FLAI salary" on the basis of the total salary bill on which premiums are payable to the compulsory accident insurance and
- for "excess salary" on the basis of that part of earnings exceeding the total salary subject to contributions to the OASP fund;
- for "total salary bill" on the basis of the FLAI and excess salary together (the maximum highest salary per person contracted in the policy is taken into consideration).

23.3

The premium for insurance with a fixed annual salary bill (company owner, family members, etc.) is calculated on the basis of the salary contracted in the policy for each individual (sum insurance).

24. Provisional premium and final settlement of premiums

24.1

If a provisional premium is agreed in the contract, a definite premium will be calculated on the basis of information supplied by the policyholder at the end of each insurance year or on termination of the contract, as stipulated in paragraph 23. For this purpose, Visana Insurance Ltd sends the policyholder a declaration request.

24.2

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.

24.3

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.

24.4

To enable the details to be checked, Visana Insurance Ltd can inspect all the relevant information (e.g. salary records, receipts) of the policyholder. Retrospective or post-paid premiums are due on receipt of the invoice. Amounts less than CHF 20.– are ignored for reasons of cost.

25. Payment of premiums

The policyholder is liable for advance payment of the premium for a complete insurance period. If payment is made by instalment, the balance of unpaid instalments of the annual premium remains due.

26. Refunds

26.1

If the contract is set aside for a legal 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 instalments falling due at a later date.

26.2

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.

27. Arrears

27.1

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.

27.2

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 have terminated.

27.3

If Visana Insurance Ltd collects premiums by means of legal debt collection or accept 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 benefits can be claimed for benefits for events that occur during the period when cover is interrupted.

27.4

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.).

28. Modification of premium tariff

If the premium tariff changes because of the development of costs and the 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 his 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 of the policyholder to give notice is considered to be tacit consent to the revised contract.

29. Change of premium rate

29.1

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

29.2

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

30. Data processing

Visana Insurance Ltd processes data gathered from contracts and during the course of a contract and uses such above all to determine the premiums, to assess risks, to process claims, to evaluate statistics and for marketing purposes. Data is stored physically or electronically. Visana Insurance Ltd can pass on data for processing to the extent required to third parties concerned with administering the contract and in particular to co-insurer, re-insurer and providers of social insurance.

31. 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.

32. Notifying the company

Any notification and all correspondence from the policyholder or a rightful claimant should be addressed to Visana Insurance Ltd at Bern or to the responsible agency as 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.

33. 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.