

# General Conditions of Insurance (GCI)

## Collective Daily Cash Benefit Insurance under the Federal Insurance Policies Act (IPA/VVG)

### Benefit category C: Indemnity period within 900 days according to the FL-HI/KVG

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 duties of the parties to the contract are indicated in the policy, in any incidental amendments, the General Conditions of Insurance (GCI), Supplementary Conditions and Special Conditions of Contract. Unless otherwise stipulated the Insurance Policies Act (IPA/VVG) is applicable.

### 3. Purpose of the insurance

Visana Insurance Ltd grants insurance cover for the economic consequences of illness, accidents and maternity. The benefits insured are specified in the policy.

### 4. Definition of an illness

Illness is any impairment of physical, mental or psychiatric health not resulting from an accident that requires a medical examination or treatment or leads to incapacity for work.

### 5. Definition of an accident

An accident is the sudden unintentional damaging effect exercised by an exceptional external factor on the human body resulting in involuntary impairment of physical, mental or psychiatric health or death. Occupational diseases and corporal injury through mishaps are classified as accidents under the insurance.

### 6. Insureds

#### 6.1

The insureds are those individuals named in the contract or groups of individuals working for an insured company who have not yet completed their 70th year of age.

#### 6.2

Inasmuch as they are named in the contract the following persons are covered by the insurance:

- the company owner;
- family members working for the firm but not listed on the company payroll (spouse, children, parents).

#### 6.3

Persons who do not have permission to work are not insured.

#### 6.4

Firms newly founded by the policyholder are automatically covered by the insurance if these involve similar business activity. Purchased companies are automatically covered by the insurance for 3 months after purchase.

Within 30 days after founding or purchasing a firm, the policyholder must inform the insurance company in writing or in any other form allowing it to be evidenced by text.

In both cases, the conditions can simultaneously be adapted to the risk (type of company, claims history, scope of acquisitions).

## 7. Territorial validity

#### 7.1

The insurance is valid worldwide.

#### 7.2

Insurance for insureds on postings from Switzerland or the Principality of Liechtenstein expires 24 months after the date on which a stay abroad commences. The validity of the contract is extended for as long as this activity is covered by FLAI (UVG).

#### 7.3

Cross-border workers have the same rights under the insurance as insureds domiciled in Switzerland. Para. 11.2 of these conditions remains reserved.

#### 7.4

People permanently domiciled abroad are not covered by the insurance, except for those on postings (para. 7.2) and cross-border workers (para. 7.3).

## 8. 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.

## Beginning and end of the insurance

### 9. Period of validity, deadline for cancellation

#### 9.1

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

#### 9.2

The collective insurance contract ends:

- on cancellation,
- if the business domicile is moved abroad or
- on cessation of business by the Company.

#### 9.3

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

#### 9.4

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.

#### 9.5

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.

#### 9.6

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

#### 9.7

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

#### 9.8

If a change of insurance company takes place, the policyholder undertakes to transfer all insured persons to the new contract in accordance with any existing transfer agreements. If current daily cash benefits for insured persons are not covered by the new insurance company, or if there is no new insurance company, these daily cash benefits shall be covered by the policyholder upon termination of the collective contract. **Visana Insurance Ltd expressly reserves the right of recourse against the policyholder.**

#### 9.9

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.

## 10. Beginning and end of insurance cover

### 10.1

Insurance cover for individuals insured under the contract begins on the day the insured's employment contract with the insured company takes effect, however, at the earliest on the commencement date for the contract indicated in the policy.

### 10.2

Individuals who are partially or fully unfit for work when their employment contract commences are only insured when they become fully capable of work as stipulated in their employment contracts.

### 10.3

If insureds are entitled to more favorable conditions on the basis of transfer agreements, such conditions are applicable.

### 10.4

In each case, an individual application and medical examination are required before individuals who are insured for a fixed annual salary (sum insurance) can be admitted to the insurance. Visana Insurance Ltd confirms by issuing either confirmation of acceptance or the policy, both when the insurance begins and the scope of the insurance cover.

### 10.5

Insurance cover terminates for individual insureds:

- when the collective insurance contract ends,
- if the insured leaves the insured group,
- after 24 months in cases where insureds are resident outside Switzerland or the Principality of Liechtenstein, whereby paras. 7.2 to 7.4 remain reserved,
- after completion of the 70th year,
- on the death of the insured,
- if the insured takes voluntary unpaid leave,
- upon expiry of the maximum indemnity period.

### 10.6

The insurance continues to exist for up to 210 days during periods of unpaid leave provided the employment contract is still in force. The insured is not entitled to benefits during the anticipated period of leave and no premium is due. Should the insured fall ill during the period of unpaid leave, days intervening between the beginning of the period of incapacity for work and the planned date of resumption of work will be counted towards the waiting period and the indemnity period. The duties stipulated in para. 21 apply.

### 10.7

Insurance cover is not cancelled during interruptions to employment caused by illness, accident, maternity, or service in the Swiss army or civil protection service.

## 11. Transfer to individual insurance

### 11.1

An insured resident in Switzerland is entitled to transfer to Visana Insurance Ltd's individual insurance (insurance in compliance with the IPA/VVG),

- if he leaves the insured group,
- if he is classified as unemployed in the sense of Art. 10 of the Federal Law on the Unemployment Insurance (FLUI/AVIG),
- if the contract expires.

### 11.2

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 an unemployment insurance provider must be shown.

### 11.3

No right of transfer exists in the following circumstances:

- for persons as long as the incapacity for work continues uninterrupted and who are still receiving interim benefits,
- changes of employment and transfer to the daily cash benefit insurance plan of a new employer,
- termination of this contract and continuation of it by another insurance company for the same group of persons inasmuch as the new insurance company is obliged to grant the same insurance cover on the basis of a transfer agreement,
- insured persons who are of retirement age (OAP),
- on cessation of employment,
- upon expiry of the maximum indemnity period.

### 11.4

Individuals whose working relationship ends in the probationary period, or lasts less than 3 months and those with contracts for limited periods are only entitled to the right of transfer within the scope of the conditions in Art. 100 para. 2 IPA. Proof that the unemployment insurance has been notified must be submitted.

### 11.5

When an insured leaves the insured group the policyholder has a duty to inform him in writing of his rights to transfer to insurance and of the time limits for doing so. The insured must exercise the right of transfer within 3 months by making application in writing or in any other form allowing it to be evidenced by text. If the policyholder neglects to inform the insured, the insured remains covered by the collective contract, inasmuch as he is classified as unemployed in the sense of Art. 10 of the Federal Law on the Unemployment Insurance (FLUI/AVIG). Proof that the unemployment insurance has been notified must be submitted.

### 11.6

Within the scope of the prevailing conditions and tariffs for the individual insurance, Visana Insurance Ltd grants an insured who transfers to the individual insurance the benefits for which he is currently insured (amount of daily cash benefit and length of waiting period) without requiring a medical examination. Such benefits will be reduced proportionately as the insured reduces his hours of employment.

### 11.7

Insured persons who are wholly or partially unfit for work at the time membership of the collective contract ceases are entitled to insurance cover (interim benefits) within the framework of the benefits insured in the collective contract. Entitlement to interim benefits ceases when they become fully fit for work. Transfer to the individual insurance is only possible from this date. In such cases Visana Insurance Ltd informs the insured person in writing about the right to transfer, the transfer deadline and when the individual insurance commences. After receipt of this information the insured person must assert the right to transfer to the insurance by giving notice in writing or in any other form allowing it to be evidenced by text within 3 months.

### 11.8

If the insured person suffers a relapse after the transfer takes place, the days for which benefits are paid from the collective insurance will be counted to the benefit period of the individual insurance.

## Benefits of the insurance

### 12. Daily cash benefit

#### 12.1

After expiry of any waiting period, the insured daily cash benefit for the duration of the period of incapacity for work confirmed by a physician or chiropractor is paid into a Swiss bank or PostFinance account.

#### 12.2

In cases of partial incapacity for work of at least 25%, a daily indemnity will be paid out corresponding to the degree of incapacity for work.

#### 12.3

If the insured is classified as unemployed in the sense of Art. 10 of the Federal Law on the Unemployment Insurance (FLUI/AVIG), Visana insurance Ltd provides the daily cash benefit under the following conditions:

- half the daily cash benefit in cases where incapacity for work is classified as more than 25% and up to 50%,
- the full daily cash benefit in cases of incapacity for work of over 50%.

### 13. Determining salary-related benefits

#### 13.1 General information

Unless otherwise stipulated in the contract, the daily cash benefit is calculated on the basis of the last salary subject to contributions to the old-age and survivor's fund paid before the insured became unfit for work up to the maximum sum determined in the contract (indemnity insurance). The salary earned in the 365 days immediately prior to incapacity for work subject to contributions for the OASPF (AHV) is applicable (including bonuses and 13th month's pay) for employees whose salaries are based on turnover or commission and those in irregular temporary employment.

This rule (OASPF standard) also applies to insureds not liable for contributions to the OASPF.

Changes to salaries are only taken into consideration if such are contractually agreed before the insured becomes unfit for work or if provided for in the collective employment contract.

#### 13.2 Unemployment and short-time

In cases of unemployment, the daily cash benefit paid by the Swiss unemployment insurance is counted as the salary.

In cases of short-time work as per the unemployment insurance, the insurance cover remains in place. The entire salary remains insured and therefore also subject to premiums and declaration.

#### 13.3 Several employers

If the insured person was employed by a number of employers prior to the illness / accident the applicable salary is that paid by the policyholder.

#### 13.4 Family allowances

Provided such are included in the collective daily cash benefit contract, family allowances, which are paid by the family compensation fund (FAK) in the form of allowances for children or for education, are deemed to be insured income and are taken into consideration in calculating the daily cash benefit from the 121st day of the period of incapacity for work. If the contracted waiting period is more than 120 days, the allowances for children or for education are taken into consideration immediately when the waiting period expires.

## 14. Incapacity for work

### 14.1

Incapacity for work is the complete or partial inability to carry out work that the insured can be reasonably expected to perform in the present profession or field of work because of impairment of physical, mental or psychic health. If the incapacity is long-term, work in another profession or field of work reasonable for the insured will also be considered.

### 14.2

Incapacity for work is certified by a physician or chiropractor authorized to practice medicine in Switzerland who is in possession of a federal or foreign medical diploma. When insureds are abroad incapacity for work is certified by an authorized professional with equivalent qualifications.

## 15. Waiting period

### 15.1

The contractually agreed waiting period begins on the first day of a period of incapacity for work of at least 25% as per medical certificate, but no earlier than five calendar days before initial medical treatment. Days when the insured was partially unfit for work are counted as full days toward the waiting period.

### 15.2

The waiting period is counted toward the indemnity period. Depending on the insured waiting period variant, the indemnity period and the time when the insured person falls ill, multiple deductions are possible.

## 16. Indemnity period

### 16.1

Visana Insurance Ltd pays the daily cash benefit for one or more cases of illness for the contractually agreed period within the time span of 900 consecutive days, which are to be counted back from the respective calendar day

### 16.2

The entitlement to benefits begins on the first day of a period of incapacity for work of at least 25% as per medical certificate, but no earlier than five calendar days before initial medical treatment and after expiry of any applicable waiting period. Days of partial incapacity for work (at least 25%) count in full toward calculation of the indemnity period.

### 16.3

During a period of entitlement to maternity benefits under the Federal Ordinance on Salary Compensation (FOSC) the duty to provide benefits for illness or accident is suspended. Illnesses and accidents, which are medically confirmed as unrelated to the pregnancy or birth, constitute an exception to the foregoing. In such cases Visana Insurance Ltd supplements the benefits paid from the maternity insurance till such attain the same level as the insured daily cash benefit.

### 16.4

Once retirement age is reached, entitlement to benefits exists for a total of 180 calendar days (for all claims combined), at most however until the end of the 70th year. If the insured is incapable of work on reaching retirement age, entitlement to benefits expires unless it can be shown that the employed relationship would have continued had he been capable of work.

### 16.5

If the insured falls ill while on holiday abroad benefits will only be paid inasmuch as a medical certificate is submitted confirming he is unfit for work and giving the diagnosis and for as

long as it is unreasonable for the insured to undertake the return journey.

### 16.6

Entitlement to benefits ceases for foreigner employees who are staying abroad and who have no residence or annual permit for Switzerland at the latest when the period expires in which the employer is legally obliged to make salary payments.

### 16.7

If an insured person relocates his domicile from Switzerland to another country, entitlement to benefits expires on the date of the relocation. In the case of cross-border workers, entitlement to benefits expires when the person relocates away from the country of domicile.

### 16.8

If an insured person goes abroad while unfit for work without the express permission of Visana Insurance Ltd, no entitlement to benefits exists during the stay abroad. These days count in full toward calculating the indemnity period.

### 16.9

After insurance cover expires, Visana Insurance Ltd pays the daily cash benefit for illnesses (interim benefits) which occurred during the insurance period, as long as the incapacity for work continues uninterrupted, at most till expiry of the agreed indemnity period or until the insured person receives a pension as provided for by the Federal Law on the Occupational, Old-age Survivor's and Disability Benefit Plans (BVG). The entitlement to deferred benefit in terms of amount and duration is based on the proven loss of income up to a maximum of the benefits insured in the collective contract.

The conditions of para. 13.2 apply to unemployed persons.

This obligation is set aside if the insured person is entitled to free passage or exercises the right to transfer to the individual insurance.

### 16.10

After expiry of the maximum indemnity period, insurance cover ceases. This also applies to persons with a fixed salary.

### 16.11

In the case of maternity, insofar as it is not excluded, the maternity daily cash benefit will be adjusted if the insured person receives a maternity allowance in accordance with the Loss of Earnings Compensation Act (LECA/EOG).

If the conditions are fulfilled, Visana Insurance Ltd guarantees the insured maternity daily cash benefit for the contractually agreed period. The maternity benefits are not offset against the period of eligibility in accordance with para. 16.1.

Visana Insurance Ltd supplements the maternity allowance in accordance with the Loss of Earnings Compensation Act (LECA/EOG) up to the amount stated in the policy. The claim for compensation shall end before completion of the period if the insured person takes up employment, irrespective of the percentage level of employment.

To validate the maternity daily cash benefit, the AHV/OASPF Compensation Office account regarding the maternity allowance in accordance with the Loss of Earnings Compensation Act (LECA/EOG) must be submitted.

No entitlement to maternity daily cash benefit exists if by the day of birth the waiting period in accordance with Article 74 para. 1 FLHI/KVG [Federal Law on Health Insurance] has not expired.

## 17. Benefits of third parties

### 17.1

If the insured is entitled to benefits from a state or company insurance or from a liable third party, Visana Insurance Ltd sup-

plements such benefits within the scope of the company's duty to pay benefits up to the amount of the insured daily cash benefit (variant A) or up to the amount of the actual loss of income (variant B).

### 17.2

Where entitlement to a pension from a state or company insurance has not yet been determined, Visana Insurance Ltd pays the insured daily cash benefit as a provisional payment. To obtain such a provisional payment the insured must consent in writing to the insurer's making a direct settlement with the insurance companies mentioned in the foregoing paragraph.

### 17.3

#### Variant A:

Days for which reduced benefits are paid because a claim exists for third party benefits count in full to calculate the waiting period and the indemnity period. This condition also applies if the reduction is such that Visana Insurance Ltd does not pay any benefits.

#### Variant B:

Days for which partial benefits are paid as a result of reduction because of an existing claim for third party benefits count in full for calculation of the waiting period, but only proportionately for calculation of the indemnity period.

### 17.4

If Visana Insurance Ltd pays benefits instead of a liable third party Visana is subrogated to the insured to the extent of the benefits paid in claims on the third party.

## 18. Gross negligence

Visana Insurance Ltd waives the right granted the company under legislation to reduce benefits if an illness / accident is caused through gross negligence.

## 19. Restrictions to insurance cover

### 19.1

The following are not insured

- Accidents as per GSSLA/ATSG as well as occupational diseases / accident-like physical injuries as per AIA/UVG, inasmuch as accident risk is not included in the insurance.
- **Hazardous activities as defined in Article 50 para. 2 of the Ordinance on Accident Insurance (UVV).**
- Consequences of acts of war in Switzerland or abroad. However, if the insured person is taken unawares by the commencement of such events in the country that they are staying in, the insurance cover remains in force for 14 days from the day on which they first occur.
- Consequences of terrorism, acts of terrorism and abductions, if a warning had been issued by the Federal Department of Foreign Affairs (FDFA/EDA) before travel commenced.
- Participation in acts of war, acts of terrorism or civil disturbance.
- Participation in brawls or fights, unless the insured person is injured by the participants as an innocent bystander or while helping a defenceless individual.

### 19.2

If the impairment to health is only partially due to an insured illness/accident, benefits will be reduced proportionately on the basis of a specialized assessment.

### 19.3

If an insured person is in pre-trial custody or has been sentenced to prison or a corrective unit, Visana Insurance Ltd can curtail benefits or refuse to pay them entirely.

## 20. Restitution

Benefits and advance benefits which are wrongfully gained or paid in error must be repaid to Visana Insurance Ltd.

## Duties in connection with claims

## 21. Claims procedure

### 21.1

If you are unfit for work and likely entitled to benefits,

- consult a doctor as soon as possible and get specialized treatment. Follow the directions of the doctor explicitly.
- either the policyholder or the insured has a duty to inform Visana Insurance Ltd of the claim on the form provided within two weeks of expiry of the waiting period. In cases where a waiting period of 30 or more days applies, notification should be given at the latest four weeks after the beginning of the illness or occurrence of the accident. If notification is made after expiry of the deadlines stated above, the waiting period begins on the date notification is received.

In cases where the duty to pay benefits by the FLAI insurer, the FII or the FMI has not been clarified, insureds are obliged to submit a claim to the responsible offices.

### 21.2

If required by Visana Insurance Ltd the insured must undergo a medical examination carried out by Visana Insurance Ltd's company doctor or another doctor acting on behalf of the insurance company. The insurance company bears the cost of this examination.

### 21.3

If the insured person fails to attend a medical examination that is specified by Visana Insurance Ltd for no good reason, the insurance company retains the right to invoice the insured person for the fee for the missed consultation.

### 21.4

Once the insured is fit for work, confirmation of the degree of incapacity and the duration should be sent promptly to Visana Insurance Ltd. If the insured is unfit for work for a prolonged period he is obliged to send in a control card every 4 weeks as confirmation of the degree of incapacity for work.

### 21.5

Visana Insurance Ltd is authorized to visit patients and to request supplementary proof and information, in particular medical certificates and reports. The insured must undertake to release doctors treating him from the obligation to maintain patient confidentiality in relationship to Visana Insurance Ltd.

### 21.6

The policyholder must inform the insured about the duties in connection with claims procedure when employment commences.

## 22. Duty to mitigate loss

### 22.1

If the insured is unfit for work over prolonged periods, whether partially or completely, he is obliged to accept other reasonable employment in another trade, profession or field of work.

**22.2**

Visana Insurance Ltd sets a reasonable time limit and requests the insured to adapt the current activity or to accept another activity he can be reasonably expected to perform.

**22.3**

The insured is obliged to make claims on the responsible social insurance agencies, in particular the disablement insurance (IIZ-Plus).

**23. Breach of duties**

If willful breaches of the duties in paras. 21 and 22 occur and if such breaches unfavorably influence efforts to determine the scope or the consequences of an illness or an accident Visana Insurance Ltd reduces or refuses to pay benefits.

**24. Tax at source****24.1**

If benefits subject to tax at source are paid out directly to the insured, payments will be made less the tax at source due.

**24.2**

Tax at source will not be deducted from benefits subject to tax at source paid out to the policyholder. In this case the policyholder must deduct the tax at source as stipulated in taxation law 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.

**Premiums****25. Calculation of premiums**

Unless otherwise stipulated in the contract premiums are calculated on the basis of the salary subject to obligatory contributions under the provisions of the Federal Law on the Old-age and Survivor's Pensions (FLOASP/AHVG) up to the maximum sum stipulated in the contract. This rule (FLOASP standard) also applies to insureds not liable for such contributions. The fixed annual salary is applicable in the case of the individuals named in the contract (sum insurance).

**26. Provisional premium and premium adjustment****26.1**

If a provisional premium is agreed on, the definite premium is calculated on the basis of information supplied annually by the policyholder at the end of each insurance year or when the contract is cancelled, as stipulated in para. 25. For this purpose Visana Insurance Ltd regularly sends the policyholder a declaration request.

**26.2**

If the policyholder fails to provide Visana Insurance Ltd the information required to determine the final premium by the time stipulated, Visana Insurance Ltd fixes the premium on the basis of an estimate.

**26.3**

The policyholder has the right to object to the estimated premium within 30 days of receipt of the premium account. Applications to modify premiums should be accompanied with the appropriate paperwork.

**26.4**

To check the details of the application Visana Insurance Ltd can inspect all the policyholder's paperwork (e.g. payroll records, receipts) as appropriate. Retrospective or post-paid premiums are due on receipt of the account. Amounts less than CHF 20.– are ignored for reasons of cost.

**27. Payment of premiums**

Premiums are due in advance for the whole insurance period and are payable by the policyholder. If payment is made in instalments, the balance of unpaid instalments for the annual premium remains due.

**28. Refunds****28.1**

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

**28.2**

This condition does not apply if at the time the contract was cancelled it had been in force for less than one year and in cases where the contract is cancelled by the policyholder after a claim.

**29. Arrears****29.1**

If the premium is not paid by the due date the policyholder will be sent a written 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.

**29.2**

If Visana Insurance Ltd does not demand payment of the premium arrears (including costs incurred) within two months after expiry of the deadline for payment the contract is deemed to be cancelled.

**29.3**

If Visana Insurance Ltd collects the premium by means of a legal collection procedure or subsequently accepts the premium the duty to pay benefits is revived on the date when all arrears including interest and costs are paid. No claim exists for insured events occurring during the time cover was suspended.

**29.4**

If cases of undue delay in payment Visana Insurance Ltd is entitled to invoice costs incurred such as the cost of reminders, collecting charges, cost of debt collection procedures, interest (5% p.a.) from the due date for payment and administration costs.

**30. Modification of the premium tariff**

If the premium tariff is modified because of the development of costs and the group claims' experience Visana Insurance Ltd can change the premiums on the date 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 cancel the contract at the end of the current insurance year. If the policyholder exercises this right, the contract is cancelled when the insurance year expires. To be valid notice of cancellation must be

received by Visana Insurance Ltd on the last working day of the insurance year at the latest. Failure to serve notice to cancel the insurance on the part of the policyholder is deemed as consenting to modification of the contract.

## 31. Modification of the premium rate

### 31.1

At the end of the arranged contractual term, Visana Insurance Ltd can adjust the premiums on the basis of the claims experience pertaining to the contract. If the sum of all benefits paid (incl. reserves for current cases) exceeds the risk premiums received, Visana Insurance Ltd can adapt the premium rates. The observation period shall encompass the current year and all previous years, but shall be no longer than six years.

### 31.2

The policyholder will be informed of the new premium rates at the latest 30 days before the main expiry date for premiums. If the policyholder is not in agreement with the premiums the contract can be cancelled at the end of the current insurance year. To be valid notice of cancellation must be received by Visana Insurance Ltd in writing or in any other form allowing it to be evidenced by text and on the last working day of the insurance year at the latest. Failure to serve notice to cancel the insurance on the part of the policyholder is deemed as consenting to modification of the contract.

### 31.3

If premiums are adjusted to cover a co-insured external service, the right to cancel the insurance only extends to the external service and not to the contract for collective daily cash benefit.

## 32. Contracts with participation in profits

### 32.1

After a contract with participation in profits has been concluded, the policyholder receives the proportion of any incidental profits stated in the contract in each case after a contractual period of three years (=accounting period) elapses and later every further three years.

### 32.2

Profits are determined by deducting the insurance benefits provided for insured events and the fixed costs for administration from the premiums applicable in the accounting period.

### 32.3

Settlement is made in the year subsequent to the observation period if all the premiums due for the accounting period have been paid.

### 32.4

Any incidental loss will not be carried forward to the next accounting period.

### 32.5

No entitlement to participation in profits exists if the contract is terminated before the end of the accounting period.

### 32.6

## Final stipulations

## 33. 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 In-

urance Ltd may pass data on for processing to third parties involved in processing claims, in particular other insurers, reinsurers and the social insurances.

## 34. 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.

## 35. 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.

## 36. 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.