

General Conditions of Insurance (GCI) Pupils Accident Insurance under the Federal Insurance Policies Act (IPA)

Note:

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

Edition 2021

General terms of contract

1. Insurance carrier

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

2. Basis for the contract

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

Unless otherwise agreed, the insurance is offered in conformity with the provisions of the Federal Insurance Policies Act (IPA).

3. Purpose and scope of the insurance

3.1

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

3.2 Professional policyholders

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

4. Insureds

The pupils designated in the policy are insured.

5. Territorial validity

The insurance is valid worldwide.

Beginning and end of insurance cover

6. Beginning and end of the contract

6.1

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

6.2

The group insurance contract ends

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

6.3

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.

6.4

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.

6.5

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.

6.6

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

6.7

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

6.8

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.

7. Beginning and end of insurance cover

Insurance cover begins for each insured person on the first day of school, however at the earliest on the date for commencement designated in the contract, and ends when the pupil

leaves the school and in particular on the pupil's last day at the school.

Insurance cover is limited to cover for accidents that occur during the regular operation of the school, during events (e.g. ski camp, school trips, etc.) and on the way to school.

Benefits of the insurance

8. Cost of medical treatment

8.1

The cost of medical treatment for consequences of accidents is insured inasmuch as such costs exceed those covered in the benefit catalogues of the FLHI or are not otherwise insured. Visana Insurance Ltd accepts that proportion of the following costs which is not covered by the FLHI insurance or by other insurance for a limited period of five years:

8.2

receipted costs for medically necessary treatment carried out or prescribed by medical personnel as defined in the FLHI,

8.3

costs for hospital accommodation in the private ward and expenditure incurred for medically prescribed spa cures carried out in a specialized establishment with the approval of Visana Insurance Ltd or of the insurer providing insurance under the FLHI,

8.4

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,

8.5

costs for all provisional prostheses and dental prostheses up to and including the first definite prosthesis, for the initial purchase of hearing aids, optical glasses and orthopedic aids and repair and replacement of such if they are damaged or destroyed during an incident which results in measures of treatment pursuant to paragraph 8.2 or 8.3; rental costs for furniture and accessories for the disabled,

8.6

expenditure for:

- all transport required by the insured because of the accident inasmuch as such is required in connection with measures of treatment; air transport to the next suitable hospital for treatment, however, only if this is unavoidable for medical or technical reasons; payment will only be made for transport other than public transport (taxis and similar vehicles) if it would be unreasonable under the circumstances to expect the insured to use public transport (railways, trams, buses, etc.),
- operations to recover a corpse if death results from an insured accident or from exhaustion,
- costs for search and rescue operations undertaken to rescue or recover the insured after an accident or as a consequence of exhaustion up to a maximum sum of CHF 20,000.-,

8.7

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 persons who assist in recovering and transporting the injured party, up to a maximum sum of CHF 2,000.-.

8.8

If entitlement to reimbursement of the cost of medical treatment is exhausted because the indemnity period of five years has expired, the company pays further costs for treatment within the scope of the cover stated in paragraph 8.2 to 8.7 arising from the same accident for an unlimited period up to a maximum sum of CHF 25,000.-.

8.9

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

9. Disability

9.1 Disability capital

Visana Insurance Ltd pays the disability (invalidity) capital agreed in the contract if the insured suffers permanent physical or mental injury. Whether and to what extent loss of income occurs is irrelevant in such cases. Compensation for disability is arranged according to the sum insured in the contract, the benefits category and the degree of disability.

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

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

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

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

The degree of disability shall be assessed without aids – with the exception of optical aids. Complete loss of use of an organ is equivalent to loss of an organ. In cases of partial loss and partial loss of use compensation for the loss of integrity will be appropriately reduced.

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

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

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

Benefits as a percentage of the insured sum

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

10. Death

10.1 Death capital

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

- to the parents (equal shares),
- to siblings (equal shares).

In the absence of the above named heirs only the cost of burial will be paid; this will not exceed 10% of the insured death capital.

If the insured had not yet completed his 18th year of life at the time of the accident a death capital payment is made amounting to a maximum of CHF 20,000.–.

If disability capital had already been paid out for the consequences of the same accident (pursuant to para. 9), this sum will be deducted from the death capital.

- service in a foreign army,
- participation in acts of terror,
- participation in brawls and fights unless, while otherwise uninvolved, the insured is injured by the protagonists or while coming to the assistance of a defenseless person,
- suicide or self-mutilation or attempts to do the same,
- the effects of ionizing radiation (nonoccupational situations).
Damage to health resulting from medically prescribed radiotherapy after an insured accident is insured.

b) Circumstances not connected with an accident

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

Duties when claims arise

13. Claims procedure

13.1

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

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

11.

12. Restrictions to insurance cover

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

- earthquakes in Switzerland and in the Principality of Liechtenstein,
- acts of war in Switzerland,
- acts of war abroad. If a war breaks out in a land where the insured is staying and the insured is taken unawares by such events the insurance cover remains in force for 14 days from the day on which war first broke out,
- willfully committing crimes or offences (e.g. driving while under the influence of alcohol with a blood alcohol level of more than 0.5 volume-percent or while under the influence of drugs or medicaments) or attempting to do the same,

as possible so that Visana Insurance Ltd can order a post mortem at the expense of the company 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.

13.2

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

13.3

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

14. Consequences of breach of contract

If culpable breaches of contract occur with reference to the conditions in paragraph 13 and such are detrimental to establishing the degree of damage to health or the consequences of an accident, Visana Insurance Ltd may reduce, or refuse to pay, benefits. Benefits will not be reduced/refused if it is proven that the breach of contract had no detrimental effect on establishing the degree of damage to health, the consequences of an accident or the degree of recourse.

Premium

15. Calculation of premiums

Premiums are calculated on the basis of the number of pupils insured.

16. Provisional premium and settlement

16.1

If a provisional premium is agreed upon in the contract, at the end of each insurance year or on termination of the contract a final premium will be calculated on the basis of information supplied by the policyholder, as stipulated in paragraph 17. Visana Insurance Ltd sends the policyholder eine Aufforderung zur Deklaration for this purpose. Retrospective or postpaid premiums are due on receipt of the account. Amounts of less than CHF 20.– are ignored for reasons of cost.

16.2

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.

16.3

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.

17. Payment of premiums

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

balance of unpaid installments of the annual premium remains due.

18. Reimbursement

18.1

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

18.2

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.

19. Arrears

19.1

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.

19.2

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

19.3

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

19.4

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

20. 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 this right, the contract terminates at the end of the insurance year. To be valid notice to terminate the insurance must be received by Visana Insurance Ltd on the last working day of the insurance year at the latest. Failure to serve notice to terminate the insurance on the part of the policyholder is deemed as consenting to modification of the contract.

21. Modification of the premium rate

21.1

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

21.2

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

22. Data processing

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

23. 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.

24. Notifying the company

Any notification and 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.

25. 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.