



KPT, Postfach, CH-3001 Bern
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Supplementary Insurance in accordance with the FLIC (VVG)

General conditions of Insurance GCI
Edition of 01.2004

Contract

Objective and benefits *GCI art. 1*

These General Conditions of Insurance (GCI) constitute an integrated part of all supplementary insurance plans offered in accordance with the Federal Law on Insurance Contracts (VVG). Based on these conditions and in accord with the contract, we pay benefits supplementary to those provided by the social health insurance and other social and private insurances for illness, accident and maternity during the contractual period.

General Terms *GCI art. 2*

- ¹ The terms illness, accident, maternity, incapacity for work and disablement are defined in federal law in the General Section of Social Insurance Law (ATSG, art. 3 to 8) and the terms injury through misadventure and hazardous activities are defined in the Ordinance on Accident Insurance (UVV, art. 9 and Art. 50).
- ² For the purpose of the insurance we equate maternity with illness if the corresponding insurance cover has not been excluded. A waiting period of 270 days applies from the commencement of insurance.

Service providers *GCI art. 3*

Service providers are individuals and institutions recognised as such in accordance with the FLHI (KVG), unless otherwise stipulated in the Special Conditions of Contract and provided these have not withdrawn services of their own volition.

Non-insured incidents and costs *GCI art. 4*

- ¹ **Illnesses and accidents from the following causes are excluded from this contract:**
 - Exceptional dangers such as disturbances, warlike acts and incidents; foreign military service; acts of terrorism; earthquakes or meteorite impacts; plane hijackings; the effects of ionising radiation and injury from atomic energy.
 - Willful participation in criminal acts.
 - Participating in fights or brawls.
 - Hazardous activities.
 - Misuse of alcohol, tobacco, medicaments, drugs and chemical substances.
- ² **The following are also excluded:**
 - Consequences of illnesses and accidents which already existed when the policy was taken out or that are excluded from the insurance.
 - Costs for ineffective, inappropriate or uneconomic methods of treatment.
 - Cosmetic treatment, operations and their consequences.
 - Dental treatment if no specific cover is available.
 - Self-mutilation, suicide and attempted suicide.
 - Organ transplants for which the Swiss Association for Joint Tasks of Medical Insurers, Solothurn (SVK) has negotiated lump-sum payments.
 - Experimental therapies and lifestyle preparations.



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- Treatment for which you have expressly gone abroad.
- Payment of annual fixed charges (deductibles), participation amounts and contributions to hospital treatment required under the obligatory health insurance scheme and the Voluntary Health Insurance.
- Payments for illnesses and accidents if the insured declines to be examined by the insurance's medical examiner.

Subsidiarity and right of remedy GCI art. 5

- ¹ The benefits we pay are paid subsidiary to those paid by other liable parties.
- ² If a social insurer is liable for payments and we have already made payment in advance we have the right to recover these benefits to the extent paid from you or the social insurer as the case may be.
- ³ Claims against liable third parties must be ceded to us.
- ⁴ If you waive your rights to benefits from third parties our liability to pay is reduced proportionally.

Duration GCI art. 6

- ¹ The minimum contract duration is one year ending on 31 December in every case. The contract is prolonged tacitly in every case for a further year.
- ² The contract continues provided you are domiciled in Switzerland.

Cancellation and waiving the right to cancel GCI art. 7

- ¹ You may cancel the contract at the end of a calendar year while observing a 3 month period of notice. A separate contract is made for each supplementary insurance. Notice of cancellation should be sent by registered mail and we must receive it by 30 September at the latest before the notice period expires.
- ² We waive our right under law to cancel the contract at the end of a contractual period or in case of a claim.

Lapsing of entitlement to benefits GCI art. 8

All claims for insurance benefits lapse when the insurance contract is cancelled.

Premiums

Payment methods and deadlines GCI art. 9

- ¹ The premium for the whole month is payable if your insurance begins or ends in the course of a month.
- ² The following payment deadlines apply:

Premium payment	Payment deadline
Monthly	At the end of the preceding month
Quarterly	By the 15th of the second month in the quarter
Semi-annually	By the end of March or September
Annually	by the end of June



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Adjustment of premiums *GCI art. 10*

- ¹ The premium can be adjusted annually to take account of developments in health costs and claims. We will notify you of the new premium by 31 October and you are entitled to cancel the insurance in writing until 30 November (date notice received by us).
- ² Premium adjustments may be made during the contractual period if you move to a region where other premiums apply; in such a case you have no right to cancel the insurance.

Offsetting claims *GCI art. 11*

You are not entitled to offset claims on the insurer against premiums.

Obligations

Obligation to cooperate and provide information *GCI art. 12*

- ¹ You are under obligation to provide us with all the information we require at no cost to assess claims and determine what insurance benefits are due. All medical certificates, original reports and invoices and, if requested, proof of payment should be sent in to us.
- ² You are under obligation to authorize all individuals and agencies, i.e. employers, doctors, insurance companies, government departments in each particular case, to divulge the information we require to assess claims.
- ³ We should be informed of any accidents within 5 days by means of the special «Accident Notification» form. The procedure for notification of illness is regulated in each of the Special Conditions of Insurance.

Non-compliance with regulations *GCI art. 13*

If you willfully fail to fulfill your obligations, this may lead to reduction of benefits, refusal of payment or withdrawal from the contract on our part.

Agreements on fees *GCI art. 14*

We are not bound by any agreements to pay fees you may have made with any invoicing party.

Administration

Place of performance *GCI art. 15*

The place of performance is your place of domicile in Switzerland or an address you designate in Switzerland.

Payment *GCI art. 16*

You authorize us to pay service providers directly – where necessary after deduction of the agreed annual fixed charge (deductible), your participation share and costs to your account.

Currency conversion rate *GCI art. 17*

Refunds for invoices from abroad will be paid at your payment address in Switzerland at the official exchange rate (sales) on the date of the invoice.

Berne, 30 June 2003
KPT Versicherungen AG