

**UNIQA ÖSTERREICH VERSICHERUNGEN AG
ZÜRICH BEANCH
GENERAL CONDITIONS OF GROUP
HEALTH AND ACCIDENT INSURANCE**

PERFORMA / GPAFI Contract

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GENERAL CONDITIONS OF THE "PERFORMA" GROUP
HEALTH AND ACCIDENT INSURANCE

A. GENERAL CONSIDERATIONS		
Article 1	General bases	
	The health and accident insurance is based on:	
	a) these General Conditions of Insurance (GCI), any additional conditions, as well as the provisions in the policy and any additional clauses;	
	b) the Swiss Federal Law on the Insurance Contract of 2 April 1908 for issues that are not covered in subclause a);	
	c) the written statements made by the proposer in the proposal and in any other relevant documents.	c) keeps an up-to-date medical file on each patient.
Article 2	Purpose of the insurance	
	UNIQA will pay, within the limits of these General Conditions of Insurance, the costs and expenses incurred in treating illnesses and accidents.	
Article 3	Definitions	
Illness	Any unintended impairment of the state of health diagnosed by a medical practitioner that is not the consequence of an accident. Complications that develop during pregnancy and childbirth are deemed to be illnesses.	Maternity The physical condition of a woman from conception to childbirth and all associated physical events. The term is understood in the broadest possible sense and includes pregnancy.
Accident	Any sudden and unintended injury to the human body caused by an unusual external occurrence.	Hospitalisation Any stay in a medical establishment that is prescribed by a medical practitioner for a period exceeding 24 consecutive hours is deemed to be hospitalization.
Doctor	Any medical practitioner who has a degree from a Swiss university and is entitled to practice or any medical practitioner who has a degree from a foreign university that is deemed to be of an equivalent standard.	Treatment Any scientifically recognized care given with the objective of re-establishing or preserving health.
Hospital	Any establishment that provides medical treatment, surgery or rehabilitation prescribed by or under the continuous supervision of a medical practitioner, has full-time nursing staff, and: a) primarily provides inpatient treatment to the sick and injured; b) has the equipment and facilities required for treatment;	Spa treatments A course of treatment at a thermal spa or period of convalescence is deemed to be a temporary stay by the insured person away from his/her home, in a health resort where he/she undergoes spa treatment under the supervision of medical staff on the instructions of the medical practitioner in charge of the case.
		Medical auxiliary Any professional with a qualification that is legally recognized at the place where care and treatment are provided, which allows him/her to practice his/her profession in an auxiliary capacity and who assists the medical staff in treating and caring for the victims of illness or accidents.
		Policyholder and insured person The policyholder is the legal entity or individual that concludes a contract with the insurer. Insured persons are deemed to be the persons or groups of persons named in the policy.

B. SCOPE OF THE INSURANCE

Article 4 Benefits

The benefits provided are set forth in the insurance policy and any annexes thereto.

Article 5 Insured persons

- a) All the persons named by the policyholder are insured subject to the provisions of Article 26 c).
- b) The spouse and children of the insured person are not covered, unless expressly stated in the contract.
- c) Whenever the circumstances of his insured members change, the policyholder will submit an updated list of members with the new details.
- d) the age limit for membership is 65.

Article 6 Territorial validity

The Insurance cover is valid worldwide.

Article 7 Restrictions on the scope of the cover

The following are not covered by the insurance policy:

- a) Illnesses or accidents resulting from a deliberate and intentional act by the insured person, such as self-inflicted injury;
- b) Illnesses or accidents suffered by insured persons during military service or during voluntary service in wartime since insurance cover will be suspended under such conditions;
- c) the consequences of wounds or injuries resulting from active participation in car and motorboat racing events and training on a race course or from active participation in dangerous competitive sports; the consequences of participating in other types of amateur competitive sports are usually covered;
- d) subject to the provisions of Article 7e), amateur aviation, flight or jumping accidents (airplane, glider, hang-glider, paraglider, ULM, parachute, or other similar devices or equipment), when the flights or jumps are undertaken in breach of official regulations or without having obtained the official licences and certificates or without having taken out insurance that covers the disability claims that are specific to this type of risk;

e) aviation accidents are not covered unless the insured person or the beneficiary is on board an aircraft with a valid Certificate of Airworthiness and is flown by a qualified pilot who holds a valid licence for the type of aircraft concerned, whereby the pilot may be the insured person himself;

f) the consequences of riots or rebellions if the insured person has participated in them in breach of the applicable laws; the consequences of brawls, except in cases of legitimate self-defence are also excluded;

g) rejuvenation treatments and beauty treatments, subject to the proviso that plastic surgery is covered when it is necessary after the occurrence of an insured event and/or an accident or an illness that occurred after the insured person or beneficiary insured themselves against the risk;

h) illnesses or accidents that are the direct consequences of crimes or offences committed intentionally;

i) illnesses or accidents that occurred during periods of military service abroad;

j) the consequences of wartime events, unless the insured event occurs within a period of 30 days from the outbreak of hostilities in the country in which the insured person is staying and the events have consequently taken him/her by surprise;

k) damage to health due to ionizing radiation and the dangers of nuclear energy in the event of major incidents. The effects of medically prescribed radiotherapy for insured illnesses are covered, however.

Article 8 Other insurance policies

a) If the insured person has a primary insurance, UNIQA will always intervene in addition to this insurance.

b) If the costs are covered by several private insurers that are governed by the Swiss Insurance Contract Act, the costs covered under the present contract will only be reimbursed proportionate to the benefits that are covered by all the insurers concerned. It will not be possible to offset a reduction made by another insurer.

C. BENEFITS

Article 9 Level of benefits

The level of benefits is set forth in the "list of benefits" annexed to the policy concluded with the GPAFI.

Article 10 Insured costs

Cover includes reimbursement in addition to the entitlement to benefits allowed by the basic health insurance provided by the organization, with the exception of complementary or ex gratia benefits:

- a) the costs of a room in a hospital (daily rate);
- b) the medical fees;
- c) the costs of scientifically recognized diagnostic and therapeutic measures;
- d) the costs of the services of qualified nursing staff prescribed by the medical practitioner;
- e) the costs of medicines, equipment and anaesthetics used in the treatment and the costs of the operating theatre;
- f) If the basic insurance decides to cap the benefits, the complementary health insurance reserves the right to adjust its benefits accordingly;
- g) a waiting period applies to the following benefits
 - i) Sterility treatments including in vitro fertilization: waiting period of 24 months. Sterility treatments allowed by the basic insurance and starting from the 25th month of the affiliation might be covered. The sterility treatment starts from the first investigation in case of a possible sterility and includes all the other related treatments till the pregnancy.
 - ii) Psychological and psychiatric treatments: waiting period from the date of affiliation 12 months for adults and 6 months for children of the age group 0-18 years. The limit applies depending on the age at the date of the affiliation.
In all cases, the waiting period applies for outpatient or inpatient treatment for a psychological or psychiatric condition starting after the date of affiliation. For existing or planned treatment at the date of the affiliation, the insurer may make an exclusion for a longer period. The insurer may take all necessary medical information about the date of beginning of the disease and the treatment.

Article 11 Spa treatments

- a) The costs of courses of treatment at thermal spas are paid subject to the stipulated ceilings.
- b) Thalassotherapy, high-altitude, rejuvenation, rest and regeneration treatments and a change

of air are not deemed to be cures within the meaning of these General Conditions of Insurance.

Article 12 Dental costs

According to the contractual provisions, dental costs that are within the stipulated ceilings are covered.

Article 13 Maternity and childbirth

- a) Waiting time of 12 months
Any pregnancy starting within 12 months from the date of the affiliation is not covered, including the costs of birth of the baby.
The costs of a pregnancy starting from the 13th month of the membership are covered, including delivery charges. The insurer may request a medical certificate to verify the date of the beginning of the pregnancy.
- b) In the case of childbirth, when UNIQA pays benefits to the insured woman, it will also pay the costs of the standard care of the newborn while the mother is hospitalized. This additional cover does not include the costs of the child's medical treatment.

Article 14 Benefits in the event of a stay abroad

Benefits are covered worldwide.

Article 15 Ceilings

The reimbursement ceilings are set forth in the "list of benefits".

D. PREMIUMS

Article 16 Calculation of the premium

Unless otherwise agreed, the premium is payable for each full month.

Article 17 Provisional premium and final statement

- a) The policyholder is required to pay a provisional premium at the beginning of each month that corresponds as closely as possible to the estimated level of the premium. Payment is due one month in arrears.
- b) The final premium statement is prepared at the end of each calendar year or upon termination of the contract. The insurer will provide the policyholder with a form for this purpose, asking him/her to supply all the information that is required to determine the final

statement. The ensuing additional premium must be paid within one month from the date the insurer notifies the amount that is payable to the policyholder. The insurer will reimburse the policyholder any excess premium paid within the same deadline, commencing from the date of preparation of the final premium statement.

If the policyholder fails to return the form that is needed to determine the final premium statement within one month from receipt, the insurer is entitled to set the final premium on the basis of its own assessments.

c) The insurer is entitled to verify the data supplied by the policyholder, who must accordingly allow the insurer to inspect all the relevant items (payslip, etc.). If the declarations made by the policyholder regarding the bases for the calculation of the premiums have no bearing on reality, the insurer will send the policyholder, at the latter's expense, a formal demand to amend his statement within 30 days commencing from the dispatch of the aforementioned formal demand. If the formal demand does not have the desired effect, the obligations on the part of the insurer will be suspended upon expiry of the 30-day deadline. Upon amendment of the declaration, the insurer will send the policyholder an amended premium statement, with retroactive effect, which the policyholder must pay within 30 days.

d) The insurer may adjust the provisional premium (Article 17 a)) at the beginning of each calendar year to the changes in the circumstances of the policyholder.

Article 18 Non-payment of premiums

If the premium is not paid within the stipulated deadlines, the insurer will send the policyholder a reminder to pay within 14 days, setting forth the consequences of further default.

If the reminder does not have the desired effect, UNIQA will suspend benefits upon expiry of the deadline for payment.

If a reminder to pay the premium is sent by UNIQA or late payment is accepted, the contract will become effective again from the date the outstanding premium, including default interest and costs, was paid.

Article 19 Change to the premium rate

The insurer may change the premium rate. If the premium rate is changed, the insurer will inform the policyholder of the new contractual provisions no later than 90 days before the end of the insurance year.

The policyholder is then entitled to terminate the contract for the end of the insurance year under

review. The notice of termination is not valid unless it reaches the insurer by the last day of the insurance year. If the contract is not terminated, the policyholder is deemed to have agreed to the contractual amendment.

E. CLAIMS

Article 20 Reporting a claim

When the insured person has a claim to a benefit, he/she must inform the insurer without delay. A medical practitioner must be consulted within a reasonable time limit following the onset of the illness or after the accident.

The insured person agrees to do his/her utmost to assist in determining the nature and causes of the illness as well as the after-effects of an accident. The insured person will be required to undergo a medical examination performed by a medical officer designated by the insurer, whenever he/she is requested to do so, and a period of hospitalization, if this is necessary for recovery.

Article 21 Obligation to provide information

The insured person agrees to provide the insurer with all the information that is likely to be relevant to the assessment of an insurance claim. The insurer is entitled to request information about his/her state of health from the medical practitioners who are treating or have treated the insured person, provided this information is used to determine the entitlement to benefits. The insurer may specifically request medical certificates and other documents and arrange for the medical examination of the insured person to be performed by one or more medical practitioners of its choice.

Article 22 Refusal to provide information

If the insured person breaches the obligations set forth in Article 21, he/she will lose his/her right to benefits until such time as he/she complies with them again. The insurer will set an additional deadline of 14 days for compliance with all these obligations. The benefits will cease upon expiry of this deadline.

Article 23 Notifications and address

All notifications that the policyholder or the insured person are required to send to the insurer will only be valid if they are addressed directly to the headquarters of UNIQA in Geneva.

UNIQA will send all requisite notifications to the last known address indicated by the policyholder or by the insured person.

F. EFFECTIVE DATE, DURATION AND TERMINATION

Article 24 Duration and termination

a) The contract will enter into force as soon as the company issues the policy to the policyholder or confirms acceptance of the proposal to the policyholder, but no earlier than on the date agreed and stated in the policy (commencement of the contract).

The contract is automatically renewed each year, unless it is terminated by either party three months prior to 31st December.

Article 25 Insurance cover

The insurer decides whether the insurance is to be subject to normal or stricter conditions or whether it is to be refused. This decision is normally made on the basis of the files that are available to the insurer, but the insurer is also entitled to make its decision contingent upon the additional information to be provided by the policyholder, or upon a medical examination at the expense of the insurer, of those proposers for whom the insurer deems it to be necessary. The proposer is obliged to answer the questions asked accurately and truthfully and not to conceal any facts about his/her state of health that might influence the decision made by the insurer.

Article 26 End of the insurance cover

Cover will cease:

- a) when the insured person is no longer a member of GPAFI;
- b) when the insured person is no longer a member of his organization's basic insurance;
- b) when the insurance contract is terminated or suspended due to non-payment of the premium.

Article 27 Damage limitation clause

In the event of a claim, the insured person shall do his/her utmost to limit the damage.

G. MISCELLANEOUS

Article 28 Medical secrecy

The insured person releases all the medical practitioners whom he/she has consulted before and during his/her acceptance of the insurance cover from professional secrecy vis-à-vis UNIQA ASSURANCES SA and its medical officers.

The insurer agrees to treat all the information supplied to it in the strictest confidence, including the results of examinations and analyses which are disclosed to the insurer.

Article 29 Assignment of rights

The insured person assigns to UNIQA all his/her rights up to the total amount of the benefits that he/she has paid.

The insured person is obliged to provide written confirmation of this assignment of rights upon request by UNIQA, failing which the cover will expire.

Article 30 Breach of contractual obligations

If the insured person breaches one of the obligations to which he/she is bound, this will release the insurer from its obligations, unless there is evidence that this breach was not the result of negligence, or that it has had no impact whatsoever on the damage or on the rights and obligations of the insurer. In the event of abuse or fraud or attempted abuse or fraud that is proven by the insurer, the latter is entitled to exclude the insured person concerned from cover with immediate effect.

Article 31 Place of performance and jurisdiction

The obligations arising from this insurance contract must be performed on Swiss territory and in Swiss currency.

The place of jurisdiction is Geneva as the headquarters of the Swiss branch of the insurer or the domicile in Switzerland of the insured person or beneficiary.

Article 32 Concluding provisions

In the event of conflicting interpretations of these General Conditions of Insurance, the French version shall prevail.