

# Dental Care Insurance 2010

General Insurance Conditions (AVB)  
Version 01.2027

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The insured persons and benefits are indicated in the policy, as are the date when insurance cover begins, the contract term and any special agreements.

The Federal Insurance Contract Act (VVG) applies in addition to these General Insurance Conditions.

## **1 Insurer**

The carrier for Dental Care Insurance governed by these General Insurance Conditions is CSS Insurance Ltd, Tribschenstrasse 21, 6005 Lucerne.

## **2 Contractual basis, formal requirements, notices**

Dental Care Insurance in accordance with these General Insurance Conditions (AVB) is insurance offered supplementary to basic insurance in accordance with the Federal Health Insurance Act (KVG).

Unless these AVB or any special agreements provide otherwise, the insurance contract is based on the provisions of the Federal Insurance Contract Act (VVG). The amendments of the revised Insurance Contract Act of 19 June 2020 also apply to contracts entered into before 1 January 2022. An exception is made for the insured person's debts. These continue to become statute-barred after two years. Where written form is required in the AVB, any text form capable of producing a written record will suffice. If no formal requirement is specified in respect of a notification, it may be made orally.

All notices and requests should be addressed to CSS. All notices from CSS shall be deemed to have been duly given if sent to the most recent address (postal address, email address) of the insured person or rightful claimant as notified to the insurer.

## **3 Illness, accident**

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

3.2 An accident is defined as any sudden, unintentional, harmful effect of an unusual external factor on the human body that results in an impairment of physical, mental or psychological health, or that leads to death.

Whether or not each benefit is insured in case of accident is indicated in the policy.

References to illness in the General Insurance Conditions also apply to accidents by analogy.

## **4 Contract term and end of insurance cover**

4.1 The contract term is indicated in the policy. The insurance is then renewed tacitly for a further year at a time.

4.2 The insured person may terminate the insurance in question, even if a longer contract term has been agreed, with effect from the end of the third or each successive insurance year, subject to a notice period of three months. CSS has no right of termination in this case. Both you and CSS may terminate the contract where good cause exists within the meaning of Art. 35b VVG. Claims for benefits being processed at the time of termination will still be due.

4.3 When a benefit case occurs for which we are liable, you may terminate the contract in writing no later than 14 days after receiving notice of the last payment. Once you have given notice of termination, insurance cover lapses within 14 days of receipt of such notice by CSS. CSS remains entitled to the premium for the current calendar year if you terminate the contract in the year following that in which the contract was concluded. CSS has no right of termination if you make a claim for benefits.

4.4 In the case of changes in premiums, in the rules governing co-payment and in the General Insurance Conditions, Article 7 applies.

4.5 The insurance expires:

- a) if the insured person moves his legal residence abroad;
- b) at the end of the insurance year if the insured person stays abroad temporarily for more than one year.

## **5 Premium refund**

If the contract is terminated before the expiry date, CSS refunds the unused premium other than when the insured person terminates the contract in the first insurance year following a claim for benefits.

## **6 Substitute policy**

If a contract is issued to replace another CSS contract, limited benefits drawn earlier under the original policy will be taken into account in calculating future benefits.

## **7 Payment reminders and arrears**

7.1 If the premium is not paid by the deadline indicated on the statement, the insured person will be notified of the consequences of default in writing and requested to pay the outstanding premium within 14 days of the reminder being sent, as required by Art. 21 para. 1 VVG. If this reminder is ignored, the insurer's obligation to pay benefits will be suspended upon expiry of the additional payment deadline.

7.2 Once the additional payment period has elapsed, the insured person must pay the statutory interest on arrears. The costs associated with issuing the payment reminder are payable by the insured person.

7.3 If no legal action is taken to collect the overdue premium within two months of the end of the additional payment period, the insurer will withdraw from the contract without taking any further action and waive payment of the outstanding premiums.

7.4 If the insurer takes legal action to collect the premium or accepts payment at a later date, its obligation to pay benefits will recommence from the date upon which the outstanding premium, including interest and costs, is paid. Even after the outstanding premium has been paid, the insurer will have no obligation to pay benefits in respect of claims arising during the period in which its obligation to pay benefits was suspended.

These premium adjustments entitle the insured person to cancel. Article 8.3 applies by analogy.

## **8 Change in premium rates, rules governing co-payments and the General Insurance Conditions (AVB) for individual benefits**

8.1 If the premium rates or rules governing co-payments (deductible) change, CSS can adjust the contract.

8.2 CSS is entitled to amend the General Insurance Conditions with regard to individual benefits in cases where the number or type of new service providers increases because of developments in modern medicine, or if new or more expensive forms of therapy are introduced.

8.3 Changes will be notified at the latest 25 days before the end of the insurance year. If the insured person does not consent to the changes, the contract may be terminated. Notice to terminate the insurance is valid if it is received by CSS at the latest on the last day of the insurance year.

## **9 Discounts and bonuses**

9.1 CSS may grant discounts and bonuses. The loss of discounts owing to non-fulfilment of the conditions of eligibility does not entitle the policyholder to terminate the insurance that has been taken out. The same applies if

contractually agreed criteria mean that no bonus is paid out. The reduction of discounts or bonuses by CSS as the result of a rate adjustment and/or the amendment by CSS of the conditions of eligibility for a discount or bonus gives rise to a right to terminate the insurance.

9.2 CSS grants children and young people a family discount up to the end of the calendar year in which the insured person reaches the age of 20.

CSS sets out the details of this family discount in an Appendix to the AVB. CSS may amend this Appendix to the AVB unilaterally. Any amendments will take effect at the beginning of the calendar year in each case.

The level of the discount depends on the insurance cover of the person of discount (the parent or guardian) and that of the child or young person. It is stated on the policy.

Children and young people are eligible for a discount up to the age of 20 providing all of the following conditions are met:

- a) The child is covered by basic insurance with CSS Health Insurance Ltd.
- b) The person of discount is covered by basic insurance with CSS Health Insurance Ltd.

9.3 The amount of the discount is calculated on the basis of the net premium, and stated for each product on the policy or premium summary.

Sample calculation: Dental Care Insurance with a number of discounts:

|                              |     |       |
|------------------------------|-----|-------|
| Gross premium                | CHF | 20.20 |
| – discount I (notional) 10%  | CHF | 2.00  |
| Net premium I                | CHF | 18.20 |
| – discount II (notional) 20% | CHF | 3.60  |

**Net premium II (actual premium due) CHF 14.60**

9.4 CSS will announce changes to discounts and bonuses, and to the conditions of eligibility for a discount or bonus, no later than 30 days prior to the end of the calendar year. If the insured person does not agree to these changes, he can terminate the insurance concerned with effect from the end of the current calendar year by giving notice in writing. Such notice is deemed to be on time if it is received by CSS no later than the last working day of the current calendar year, during normal office hours.

## 10 Change of tariff age group

10.1 CSS can adjust premiums when the following tariff age groups begin:

|                    |                    |
|--------------------|--------------------|
| 0–18 years of age  | 46–50 years of age |
| 19–25 years of age | 51–55 years of age |
| 26–30 years of age | 56–60 years of age |
| 31–35 years of age | 61–65 years of age |
| 36–40 years of age | 66–n years of age  |
| 41–45 years of age |                    |

10.2 If the premium is adjusted because the insured person is assigned to a higher tariff age group, the insured person has the right to terminate the insurance.

## 11 Change of residence

If a change of address leads to a change in premiums, CSS will adjust the premiums on the date of the address change. The insured person will be notified of the premium adjustment in a new policy. In the case of a premium increase, the insured person may terminate the contract in question with effect from the end of the current month by giving notice in writing. Such notice is deemed to be on time if it is received by CSS no later than 25 days after receipt of the new policy. If no such notice is given, the

change to the insurance in question will be deemed approved.

## 12 Scope of benefits

CSS pays benefits for dental treatment and work up to the amount per calendar year and per percentage of costs indicated on the policy, subsidiary to other corresponding benefits insured with CSS.

## 13 Benefit restrictions

13.1 CSS pays benefits for dental treatment and work (such as crowns, pivot teeth, implants, bars, bridges, full or partial dentures, including supplementary treatment, temporary teeth and repairs) from the second insurance year at the earliest.

13.2 Entitlement to benefits for all other types of treatment begins in the seventh month after the beginning of insurance.

13.3 We pay benefits abroad only if and for as long as a return to Switzerland is inappropriate.

CSS pays benefits up to the amount indicated on the policy and in any case not more than the benefits payable at the insured person's place of residence in Switzerland; the insured person must provide evidence of the scope of benefits due.

## 14 Benefit reductions

14.1 In cases where the insurance cover lasts for less than one calendar year, the maximum amount insured will be reduced proportionately.

14.2 CSS waives its right to reduce the insurance benefits if an event is caused by gross negligence.

However, no payment will be made to replace benefit reductions from other insurance plans.

## 15 Exclusions

The insurance does not cover

15.1 statutory benefits, in particular those in accordance with the KVG and UVG;

15.2 services that are not officially recognised or medically prescribed or that are unsuitable and uneconomical, unless the AVB expressly stipulate otherwise;

15.3 illnesses and accidents resulting from violations of neutrality, warlike events and the use of nuclear energy for military purposes in times of peace and in times of war;

15.4 accidents resulting from earthquakes or premeditated crimes and offences by the insured person;

15.5 illnesses and accidents resulting from exceptional hazards and acts of daring;

15.6 co-payments, patient's share of costs and expenses;

15.7 benefits for the period preceding late notification of the claim for no valid reason;

15.8 cases where the insured person ignores the instructions of doctors and other service providers.

## 16 Benefit case, claiming entitlements

### 16.1 Benefit case:

A benefit case or claim is said to occur when an invoice is issued by a service provider indicating the charges for contracted services provided within a maximum period of three months. If the contract ends, entitlement to benefits expires within three months at the latest.

### 16.2 Claiming entitlements:

To claim entitlements, the original invoices and medical certificates indicating the specific services provided and their justifications must be submitted to CSS.

- 17 Contracts with service providers**  
CSS reserves the right to conclude tariff agreements and other service agreements for the benefit of the insured person.
- 18 Coordination of benefits with social insurers and other insurers**
- 18.1 In the case of claims for which an accident insurer (UVG), a health insurer (KVG), the military insurer (MV), or the disability insurer (IV) is liable to pay benefits, within the scope of the insured benefits CSS only pays that part of the benefits not covered by these insurers.
- 18.2 In the case of multiple insurance, CSS will prorate its benefits in accordance with the statutory provisions.
- 19 Place of jurisdiction and data protection**
- 19.1 If legal disputes arise, the insured person can take action against CSS at the court with jurisdiction at his place of residence in Switzerland or in Lucerne.
- 19.2 Data protection is based on the VVG and the Federal Data Protection Act (DSG). The processing of data by CSS is explained in the privacy policy. This describes how CSS processes personal data. The privacy policy has a strictly declaratory effect and does not form part of the contract. It can be consulted at: [css.ch/data-protection](https://css.ch/data-protection) or ordered from: CSS, Datenschutzberater, Tribtschenstrasse 21, Postfach 2568, 6002 Luzern.

## Appendix

- 20 Family discount**  
As a family insurer, CSS Insurance Ltd grants attractive family discounts for children and young people on premiums for supplementary insurance under the VVG.
- 20.1 Eligibility for premium discounts on supplementary insurance**  
The cumulative conditions of eligibility for the family discount are set out in paragraph 9.2 of the General Insurance Conditions (AVB).
- 20.2 Discount and maximum age**  
Discount: 20%  
Maximum age: up to age 20
- The amount of the discount is calculated on the basis of the net premium, and stated for each product on the policy or premium summary for the child or young person.
- Sample calculation Dental Care Insurance with a number of discounts<sup>1</sup>:
- |                                            |            |              |
|--------------------------------------------|------------|--------------|
| Gross premium                              | CHF        | 20.20        |
| – discount I (notional) 10%                | CHF        | 2.00         |
| Net premium I                              | CHF        | 18.20        |
| – family discount 20%                      | CHF        | 3.60         |
| <b>Net premium II (actual premium due)</b> | <b>CHF</b> | <b>14.60</b> |

<sup>1</sup> The insured person is 5 years old. The premium stated here is purely for illustration purposes and does not correspond to the actual premium.

Translation: Only the original German text approved by the Swiss Supervisory Authority is binding.