Client information in accordance with the VVG

Version 01.2023

The following information for customers gives a brief overview of the identity of the insurance company and the main content of the insurance contract (Art. 3 of the Federal Insurance Contract Act, VVG).

The rights and obligations of the contracting parties are based on the application/offer and the policy, the terms and conditions governing the insurance and the applicable legislation, in particular the VVG.
On acceptance of the application/offer, a policy will be sent to the policyholder. Its content will reflect the application/offer.
Where written form is not explicitly named in this information for customers, any text form capable of producing a written record will suffice. Policyholders are recommended to make their contractual declarations to the insurance company (e.g. regarding conclusion or cancellation of an insurance contract) either in writing, by email or via the myCSS client portal.

Who is the insurance company?

The insurance company is CSS Versicherung AG, hereinafter referred to as CSS, which has its registered office at Tribschenstrasse 21, 6005 Luzern.
The insurance company is a limited company under Swiss law.
The insurance company also acts as an intermediary for the following insurance products offered by other insurance companies:

- Legal expenses insurance: insurance cover is provided by Orion Rechtsschutz-Versicherung AG.
- Guest insurance: insurance cover is provided by European Travel Insurance, a branch office of Helvetia Swiss Insurance Company Ltd.
- Illness-related death or disability insurance: insurance cover is provided by Helvetia Swiss Life Insurance Company Ltd.

If insurance cover is provided by other insurance companies, the terms and conditions governing the insurance and customer information of such insurance companies are deemed to apply.

Which risks are insured and what is the scope of insurance cover?

The risks insured and the scope of insurance cover result from the application/offer, the policy and the terms and conditions governing the insurance.

Is non-life or fixed-sum insurance involved?

The insurance company generally provides non-life insurance (i.e. cover against loss or damage). Only the lines of insurance listed below constitute fixed-sum insurance:

- Individual supplementary insurance paying a daily indemnity if you are unable to work
- Daily Hospital Indemnity Insurance
- Accidental Death or Disability Insurance
- Illness-Related Death or Disability Insurance
- Child disability insurance PRIMO
- Supplementary insurance "death lump sum"
- Supplementary insurance "disability lump sum"

How high is the premium?

The level of the premium depends in each case on the risks insured and the cover required. Depending on the method of payment, an instalment fee may also be charged or a discount may be granted. Full details of the premium and any fees payable are indicated in the application/offer and in the policy.
The insurance company may grant discounts. The discounts granted are indicated in the application/offer and in the policy. There is no fundamental entitlement to a discount. The loss of discounts owing to non-fulfilment of the conditions of eligibility does not constitute grounds for terminating the insurance. The reduction of discounts or bonuses by the insurance company and/or the amendment by the insurance company of the conditions of eligibility for a discount or bonus gives rise to a right to terminate the insurance.

When am I entitled to a premium refund?

If the premium has been paid in advance for a specific term of insurance and the contract is cancelled before this term expires, the insurance company will reimburse the premium in respect of the unexpired period of insurance.
The premium remains payable in full to the insurance company if:

- the insurance benefit was provided for a risk that no longer exists;
- the insurance benefit was provided for a partial loss and the policyholder terminates the policy in the year following that in which the contract was concluded.

What further obligations does the policyholder have?

Aggravation of risk
If there is any major change of circumstance during the term of the insurance that leads to an aggravation of risk, this must be disclosed to the insurance company immediately.

Ascertaining facts and circumstances
During investigations in connection with the insurance contract – e.g. concerning breaches of the notification requirement, aggravation of risk or the checking of benefits – the policyholder is

obliged to cooperate and to provide the insurance company with all pertinent information and documentation as required, to obtain such from third parties on behalf of the insurance company and to authorise third parties to pass on the appropriate information, documentation, etc. to the insurance company. The insurance company is also entitled to conduct its own investigations.

Insured event
The insurance company must be informed immediately of the occurrence of an insured event.
This list contains only the most common obligations. Further obligations are set out in the terms and conditions governing the insurance and in the VVG.

When does the insurance begin?

The insurance begins on the date indicated in the application/offer and the policy. If a provisional cover note has been issued, the insurance company will provide the level of insurance cover set out in writing in the cover note until the policy itself is issued.

Right of revocation

Policyholders may revoke their application to conclude a contract or their declaration of acceptance in writing or in another text form capable of producing a written record.
The revocation period is 14 days, beginning from the date on which the policyholder submits their application or accepts the contract. To meet the deadline, the policyholder must notify the insurance company of their intention to revoke the contract by the last day of the revocation period or post their declaration of revocation on that same date. The right of revocation does not apply to group insurance of persons, provisional cover notes and agreements with a term of less than one month.
If, despite revocation, injured third parties can exercise claims against the insurance company in good faith, the policyholder remains liable for the premium and the insurance company may not invoke the invalidity of the contract against the injured third parties.
Revocation will result in the application to conclude a contract or the insurance company's declaration of acceptance being voided from the outset.
The policyholder and the insurance company must refund any payments already received.

When does the contract end?

The policyholder may serve notice to terminate the contract:

- at the latest three months before the contract expires or, if agreed, three months before the end of the insurance year. Notice of termination is deemed valid if it is received by the insurance company at the latest on the last day before the three-month period of notice begins. If no notice to terminate the contract is served, the contract extends automatically for a further year. Fixed-term contracts that do not contain a renewal clause end on the date indicated in the application/offer and the policy. Even if a longer contract term has been agreed, the policyholder may terminate the insurance with effect from the end of the third or each successive calendar year, subject to a notice period of three months;
- after each insured event for which benefits are due, at the latest 14 days after learning that the legal case has been settled or that the insurance company has made payment. Insurance cover expires 14 days after receipt of the notice of termination;
- if the insurance company adjusts the premiums. In this case, notice of termination must be received by the insurance company on the last day of the insurance year;
- if the insurance company is in breach of its legal duty to provide information in accordance with Art. 3 VVG. The right of termination expires four weeks after the policyholder has learned of this breach, but at the latest two years after a breach of this particular duty has occurred.
- at any time for good cause. Specifically, good cause means any unforeseeable change in the legal requirements that makes performance of the contract impossible, and any prevailing circumstances which make it unreasonable to expect the party terminating the contract to continue the insurance in good faith.

The insurance company may serve notice to terminate the contract:

- at the latest three months before the contract expires and, if agreed, three months before the end of the insurance year, provided the insurance company does not waive this right for the insurance product in question. Notice of termination is deemed valid if it is received by the policyholder at the latest on the last day before the three-month period of notice begins. If no notice to terminate the contract is served, the contract extends automatically for a further year. Fixed-term contracts that do not contain a renewal clause end on the date indicated in the application/offer and the policy. The insurance company may not exercise this right with regard to insurance that supplements social health insurance (Art. 2 para.2 of the Health Insurance Oversight Act, KVAG);
- after each insured event for which benefits are due, provided notice of termination is served at the latest on settlement of the legal case or on the payment of benefits and provided the insurance company does not waive this right for the insurance product in question. The insurance company may not exercise this right with regard to insurance that supplements social health insurance (Art. 2 para. 2 KVAG);
- if material facts about insurance risks were withheld or falsely communicated (breach of the obligation to notify);
- if the policyholder moves their place of residence or place of business abroad, or stays abroad temporarily for more than one year;
- at any time for good cause. Specifically, good cause means any unforeseeable change in the legal requirements that makes performance of the contract impossible, and any prevailing circumstances which make it unreasonable to expect the party terminating the contract to continue the insurance in good faith.

The insurance company may serve notice of withdrawal from the contract:

- if the policyholder is in arrears with premium payments, has been sent a reminder and the insurance company waives its right to collect the premiums;
- if the policyholder does not comply with the duty to cooperate in establishing the facts and circumstances as required. On expiry of an additional four-week period, the insurance company is entitled to withdraw from the insurance contract retrospectively within two weeks;
- in cases of insurance fraud.

These lists contain only the most common grounds for ending the contract.
Further reasons for ending the contract are set out in the terms and conditions governing the insurance and in the VVG.

How is client data processed?

CSS Versicherung AG processes data disclosed by insured persons or obtained with their consent from third parties to the extent necessary for checking the application, performing the contract, providing Managed Care, developing products and services, and for marketing purposes. To this end, CSS Versicherung AG may carry out profiling. This data may be passed on, to the extent required and where permitted, to the CSS companies involved in performing the contract, to co-insurers and reinsurers, and to other third parties in Switzerland and abroad for processing. The data will be processed in electronic or paper form. The data is stored for as long as is necessary for business purposes or as laid down by law.

You can find further details on the processing of data in the CSS Versicherung AG privacy policy at css.ch/data-privacy

Insurance carrier: CSS Versicherung AG, Tribschenstrasse 21, 6005 Luzern

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