

Individual supplementary health insurance

General Insurance Conditions (AVB-E) Version 1997

All references to persons in this document apply to both genders.

Table of contents

I	General	2	V	Limitation of insurance cover	3
1	Scope of insurance	2	16	Limitation of insurance cover	3
2	Bases of the insurance contract	2	17	Gross negligence	4
3	Definitions	2	VI	Administrative provisions	4
4	Territorial validity	2	18	Obligations of the insured person and the policyholder in case of illness or accident	4
II	Beginning and end of insurance cover	2	19	Non-culpable breach of obligations	4
5	Beginning of insurance cover	2	20	Payment of benefits	4
6	Duration of insurance cover	2	21	Assignment and pledging	4
7	Suspension of insurance cover	2	22	Notifications	4
III	Premium payment and adjustment	2	VII	Concurrent insurance plans and third-party benefits	4
8	Premium rate	2	23	Double insurance	4
9	Age-related premium adjustment	2	24	Third-party benefits	4
10	Payment of premiums	3	25	Coordination with mandatory healthcare insurance (KVG)	4
11	Delay in the payment of premiums	3	VIII	Final provisions	4
12	Change of premium rates and deductibles	3	26	Place of performance and jurisdiction	4
13	Discounts and bonuses	3	Appendix		4
IV	Right of termination	3	27	Family discount	4
14	Termination by the policyholder	3			
15	Termination by CSS	3			

I General

Art. 1 Scope of insurance

- 1.1 Individual health insurance encompasses the supplementary insurance plans for medical treatment costs and the Daily Indemnity Insurance in case of work incapacity, operated by CSS, which cover the financial consequences of illness. For an additional premium, cover against accidents may be included.
- 1.2 Insured benefits are described in the Special Conditions (SB).

Art. 2 Bases of the insurance contract

The bases of the contract are:

- the written declarations of the policyholder and the insured person, namely on the insurance application and in the medical examiner's report;
- these General Insurance Conditions;
- the Special Conditions;
- the provisions of the Federal Insurance Contract Act of 2 April, 1908.

Art. 3 Definitions

The following definitions apply to the contract:

- 3.1 **Illness:** any involuntary impairment of the physical or mental health of the insured person not resulting from an accident and which requires medical examination or treatment.
Pregnancy, complications during pregnancy, childbirth and miscarriage are classified as an illness, if the Special Conditions do not expressly exclude maternity cover.
- 3.2 **Accident:** any sudden, unintentional, harmful effect of an unusual external factor on the human body that results in an impairment of physical or mental health.
The following bodily injuries are also classified as accidents even when not due to an unusual external effect:
 - fractures, insofar as they are not clearly attributable to illness;
 - dislocated joints;
 - torn meniscus;
 - torn muscles;
 - strained muscles;
 - ruptured tendons;
 - injured ligaments;
 - injured eardrum.
- 3.3 **Case (illness, accident, relapse):** any event resulting in entitlement to benefits. Should a new illness or new accident occur before the first case has ended, it shall be regarded as a new case, provided that no causal relationship exists with the first case. An illness or the after-effects of an accident that are medically linked to a pre-existing illness or an earlier accident (relapse) will only be regarded as a new case if the insured person has not received medical treatment for the said illness or after-effects of an accident in the 12 months following the end of the previous case.

Art. 4 Territorial validity

- 4.1 Insurance cover is valid in Switzerland, Liechtenstein and in the border zones (areas recognised for the granting of cross-border work permits).
- 4.2 It is also valid in other countries providing the insured person's stay is temporary and does not exceed a period of 12 consecutive months.
- 4.3 In the case of a temporary stay in other countries for a period exceeding 12 months, the policyholder may request that insurance cover be maintained for up to five years maximum. A premium based on the applicable CSS rate is payable in advance. Furthermore, the insured person must nominate a representative in Switzerland, whose

address is deemed to be the insured person's chosen place of residence.

- 4.4 The insured person may only go abroad for the purpose of obtaining medical treatment if he has written authorisation from CSS.

II Beginning and end of insurance cover

Art. 5 Beginning of insurance cover

Insurance cover begins on the date specified in the written confirmation of acceptance by CSS, however at the earliest on the date specified in the policy. This rule also applies to changes to the insurance.

Art. 6 Duration of insurance cover

- 6.1 Insurance cover is contracted for an initial period expiring on the date stated in the policy. The expiry date is always 31 December.
- 6.2 It will be renewed tacitly each year unless terminated by the policyholder by the given deadline.
- 6.3 Insurance cover under the Daily Indemnity Insurance in case of work incapacity may remain in effect until the age for entitlement to a pension from the Old Age and Survivors' Insurance (AHV) at the latest.

Art. 7 Suspension of insurance cover

- 7.1 Suspension allows the insured person to put insurance cover on hold, without entitlement to benefits, for a period of minimum 6 months and maximum 24 months during a stay abroad or on account of mandatory admission to a group contract with identical benefits.
- 7.2 The premium due for suspending insurance cover is payable in advance.
- 7.3 It is possible to reinstate cover as of the first day of a month, subject to 30 days' written notice from the policyholder. In such a case, insurance cover will resume without a further health examination.

III Premium payment and adjustment

Art. 8 Premium rate

- 8.1 For BASIC, UNO, UNO+, DUE, DUE+, SANFIT, DENTA, FT and FP supplementary insurance plans, the age group used to set the premium is based on the age of the insured person at the time the contract is concluded.
- 8.2 For OPTIMA, OPTIMA+, QUADRA, QUADRA+ or ECO-DENTA supplementary insurance plans taken out before age 50, the age group used to set the premium is determined each year on the basis of the insured person's current age. However, the insured person is guaranteed to remain in the 46–50 age group after age 50 and for the term of the contract.
- 8.3 For OPTIMA, OPTIMA+, QUADRA, QUADRA+ or ECO-DENTA supplementary insurance plans taken out after age 50, the age group used to set the premium is based on the age of the insured person at the time of signing the contract. The said age group will apply for the term of the contract.
- 8.4 For Daily Indemnity Insurance in case of work incapacity, the age group used to set the premium is determined each year on the basis of the insured person's current age.

Art. 9 Age-related premium adjustment

The rate determined on the basis of the insured person's current age will apply as of 1 January of the calendar year in which the insured person must change age groups.

Art. 10 Payment of premiums

- 10.1 Premiums are payable annually in advance on the due date stated in the policy. By special agreement and for an additional charge, premiums may also be paid semi-annually, quarterly or monthly.
- 10.2 If the contract begins in the course of the month, the premium is due for the entire month.

Art. 11 Delay in the payment of premiums

- 11.1 If the premium is not paid by the due date, the policyholder will be notified of the consequences in writing, at his own expense, and asked to pay the outstanding amount within 14 days of the reminder being sent.
- 11.2 If the reminder is ignored, CSS obligation to pay benefits will be suspended upon expiry of this deadline.
- 11.3 If the arrears, including the premium, interest and fees, are paid within two months of the expiry of the 14-day deadline, the suspended insurance cover will be reinstated. If arrears are paid later, CSS may refuse reinstatement or make it subject to a new health examination at the expense of the insured person. Claims arising during the suspension period are never reimbursed.

Art. 12 Change of premium rates and deductibles

- 12.1 If premiums or the rules pertaining to deductibles change, primarily on the basis of the development of costs, CSS will adjust the insurance cover accordingly. New premiums are calculated in keeping with the methods approved by the Federal Office for Private Insurance.
- 12.2 New premiums or rules pertaining to deductibles will be notified in writing, at the latest 30 days before their effective date. If the policyholder does not agree to these changes, he is entitled to terminate the relevant insurance cover or the contract as a whole within 30 days of such notification, otherwise the policyholder is deemed to have accepted the change in insurance cover.
- 12.3 If the insured person changes his place of residence, the policyholder or the insured person must inform CSS immediately. CSS will automatically adjust the premium on the basis of the new place of residence, as the case may be. This adjustment does not give the right to terminate insurance cover.

Art. 13 Discounts and bonuses

- 13.1 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.
- 13.2 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 a 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 Kranken-Versicherung AG or Arcosana AG.

- b) An adult parent or guardian (the person of discount) lives in the same household.
- c) The person of discount is covered by basic insurance with CSS Kranken-Versicherung AG or Arcosana AG.
- d) The person of discount has taken out equivalent supplementary insurance with CSS Versicherung AG.

- 13.3 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: UNO+ with a number of discounts:

Gross premium	CHF 19.40
– discount I (notional) 10%	CHF 1.95
Net premium I	CHF 17.45
– discount II (notional) 25%	CHF 4.35
Net premium II (actual premium due)	CHF 13.10

- 13.4 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.

IV Right of termination

Art. 14 Termination by the policyholder

The policyholder is entitled to terminate the insurance cover:

- a) on the expiry date of the first agreed insurance period, thereafter, at the end of each subsequent insurance year. To be valid, notice of termination must be given in writing and must reach CSS at least three months prior to the beginning of the new insurance year.
- b) following each claim for which a benefit payment is due. To be valid, notice of termination must be received by CSS at the latest 14 days after the policyholder has been informed of the benefit payment.

Art. 15 Termination by CSS

CSS renounces its right to terminate insurance cover following a claim, save for cases of non-disclosure, fraud, abuse or attempted abuse.

V Limitation of insurance cover

Art. 16 Limitation of insurance cover

Benefits will not be granted

- a) for illnesses, malformations, infirmities and accidents or their after-effects existing at the time the contract is entered into or reinstated;
- b) for illnesses due to the abusive consumption of medication, drugs or alcohol;
- c) for treatments not recognised by the federal government in the Federal Health Insurance Act (KVG) and for all prophylactic measures (with the exception of benefits stipulated in the Special Conditions) or cosmetic treatment (including rejuvenation or weight loss programmes), which are not the result of a case taken on by CSS;
- d) for illnesses and accidents caused by acts of war. If these events have caught the insured person by surprise while outside Switzerland, the insurance cover will only end 14 days after the outbreak of such events;

- e) for accidents occurring
 - during commotions of any kind, unless the insured person can prove that he was not actively engaged in the commotion as a troublemaker or an instigator;
 - while participating in races with motor vehicles and equipment or in related training;
 - if the insured person intentionally commits or attempts to commit a crime or violation;
 - while the insured person is serving in a foreign army;
- f) for damage to health caused by ionising radiation of any kind, unless as an occupational disease;
- g) for self-mutilation, suicide or attempted suicide, which the insured person is fully aware of committing;
- h) for accidents, where insurance cover against accidents has not been included;
- i) for claims not submitted to CSS within 12 months of the invoice date.

Art. 17 Gross negligence

CSS waives its legal right to reduce benefits if the event of gross negligence by the policyholder or the insured person.

VI Administrative provisions

Art. 18 Obligations of the insured person and the policyholder in case of illness or accident

- 18.1 The insured person or the policyholder must notify CSS as soon as he becomes aware of a case of illness or accident giving rise to entitlement to benefits.
- 18.2 There is no entitlement to benefits for illnesses and accidents that are not declared within 30 days.
- 18.3 The insured person must follow medical instructions and, if need be, agree to be examined by a doctor appointed by CSS, at this insurer's expense, failing which the insured person loses entitlement to benefits.
- 18.4 The insured person or the policyholder must provide CSS with all the information and documents needed to process the case, including original statements from other insurers paying benefits for the same case. Failure to do so releases CSS from its obligation to pay benefits within 14 days of the date a formal reminder is served in writing.

Art. 19 Non-culpable breach of obligations

CSS renounces its right to impose applicable sanctions in case of a breach of obligations by the insured person or the policyholder, if circumstances reveal that the breach was not culpable.

Art. 20 Payment of benefits

CSS will grant benefits within 30 days of receiving all medical information and documents needed to determine its obligation to pay benefits. The deductible is subtracted from the amount of benefits due.

Art. 21 Assignment and pledging

The insured person or the policyholder must not assign or pledge the benefits insured by CSS without its express written consent.

Art. 22 Notifications

- 22.1 All notifications from the policyholder or the insured person will only be valid if sent in writing to CSS's head office, or to one of its agencies.
- 22.2 CSS will validly send all its notifications to the most recent address provided by the insured person or policyholder.

VII Concurrent insurance plans and third-party benefits

Art. 23 Double insurance

If the insured person has further insurance policies with other insurers, the aggregate amount of benefits paid from all the insurances cannot exceed the actual treatment costs incurred. The said insurers will accept costs in proportion to the benefits they guarantee.

Art. 24 Third-party benefits

- 24.1 The policyholder or the insured person must inform CSS of the nature and extent of compensation he receives from a third party. He may not reach a settlement with a third party without authorisation from CSS.
- 24.2 If a third party refutes liability, CSS grants benefits providing the policyholder or the insured person assigns to CSS his claims against the third party up to the amount of benefits paid out.
- 24.3 In so far as a UVG accident insurer, the military insurance or disability insurance are liable for the costs of healthcare or the daily indemnity for work incapacity, CSS can make the payment of benefits dependent on the said institution having been notified of the case.

Art. 25 Coordination with mandatory healthcare insurance (KVG)

If the insured person has mandatory healthcare insurance in accordance with the KVG (Federal Health Insurance Act) with another insurer, he must first provide CSS with the original statement of benefits paid out by such insurer in order to claim the insured benefits from CSS.

VIII Final provisions

Art. 26 Place of performance and jurisdiction

- 26.1 The place of performance is the legal residence in Switzerland of the policyholder or insured person.
- 26.2 In the event of any dispute, the rightful claimant may bring an action against CSS at the competent courts of his legal residence in Switzerland or at the courts of CSS's head office.

Appendix

Art. 27 Family discount

As a family insurer, CSS Versicherung AG grants attractive family discounts for children and young people on premiums for supplementary insurance under the VVG.

27.1 **Eligibility for premium discounts on supplementary insurance**

The cumulative conditions of eligibility for the family discount are set out in paragraph 13.2 of the General Insurance Conditions (AVB).

27.2 **Discounts on individual insurance products**

Discount: 25%
 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: UNO+ with a number of discounts¹:

Gross premium	CHF 19.40
– discount I (notional) 10%	CHF 1.95
Net premium I	CHF 17.45
– family discount 25%	CHF 4.35
Net premium II	
(actual premium due)	CHF 13.10

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

27.3 The following supplementary insurance products are deemed to be equivalent within the meaning of Art. 13.2 d AVB:

Discounted supplementary insurance
(product taken out for the child who is eligible for a discount)

- UNO+
- DUE+
- OPTIMA+
- QUADRA+
- CASA
- FLEXIMA
- BASIC
- ECODENTA
- DENTA
- SANFIT

Equivalent supplementary insurance

(The person of discount must have taken out at least one of the following products)

- UNO+
- DUE+
- OPTIMA+
- QUADRA+
- CASA
- FLEXIMA
- BASIC
- ECODENTA
- DENTA
- myFlex Outpatient Insurance
- myFlex Hospitalisation Insurance
- CSS Standard Insurance
- CSS Standard Plus Insurance
- Semi-private Hospitalisation Insurance
- Private Hospitalisation Insurance
- Hospital20
- Hospital30

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

