

Individual supplementary health insurance

General Insurance Conditions (AVB-E) Version 2008

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

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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 impairment of physical or mental health not resulting from an accident and which requires medical examination or treatment, or which leads to work incapacity.
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.
Provided they are not clearly attributable to an illness or degenerative condition, the following bodily injuries, listed exhaustively, are classified as accidents even when not due to an unusual external effect:
 - fractures;
 - 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 will 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.
 - 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 per-

son 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 and in accordance with the original age on admission.

III Premium adjustment and payment

Art. 8 Premium rate and tariff age groups

- 8.1 The initial premium is shown in the insurance policy.
- 8.2 Premiums are calculated per calendar year and are included in the premium rate. The premium rate allows premiums to be staggered in accordance with the age of the insured person at the time the contract is concluded or the actual age, gender and place of residence of the insured person.
- 8.3 The insured person who reaches the maximum age of his tariff age group automatically moves up to the next tariff age group at the beginning of the following calendar year.
- 8.4 The tariff age groups are as follows:
 - Children: ages 00–14 (or 00–06, 07–14);
 - Adolescents: ages 15–18;
 - Young adults: ages 19–25;
 - Adults: ages 26–30, 31–35, 36–40, 41–45, 46–50, 51–55, 56–60, 61–65.
- 8.5 For supplementary insurance plans with outpatient benefits, the tariff age group used to set the premium is determined on the basis of the insured person's age at the time the contract is concluded.
- 8.6 For supplementary insurance plans with inpatient benefits, the tariff age group used to set the premium is determined on the basis of the insured person's current age.

- 8.7 For supplementary insurance plans including dental treatment, the type of insurance cover chosen determines whether the tariff age group used to set the premium is based on the insured person's current age or on the insured person's age at the time the contract is concluded.
- 8.8 For Daily Indemnity Insurance in case of work incapacity, the tariff age group used to set the premium is determined 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 Change of premium rates and deductibles

- 10.1 If premiums or the rules pertaining to deductibles change, primarily on the basis of the development of costs or owing to a change of tariff age group, CSS will adjust the insurance cover accordingly. New premiums are calculated in keeping with the methods approved by the Federal Office for Private Insurance.
- 10.2 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.
- 10.3 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 the insurance cover.

Art. 11 Payment of premiums

- 11.1 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 semiannually, quarterly or monthly.
- 11.2 If the contract begins in the course of the month, the premium is due for the entire month.

Art. 12 Premium refund

- 12.1 If the policy is terminated or the insurance relationship ends before the expiry date for a legal or contractual reason, the premium is only due until the policy ends.
- 12.2 CSS refunds any premium already paid for the unused part of the insurance period to the insured person. However, if the insurance relationship ends during a calendar month, the premium is owed for the whole month.

Art. 13 Delay in the payment of premiums

- 13.1 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.
- 13.2 If the reminder is ignored, CSS's obligation to pay benefits will be suspended upon expiry of this deadline.
- 13.3 If CSS has not pursued payment of the overdue premium within two months following expiry of the deadline for payment as defined in art. 13.1, CSS reserves the right to withdraw from the contract and to waive payment of the outstanding premium.
- 13.4 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 ex-

pense of the insured person. Claims arising during the suspension period are never reimbursed.

IV Right of termination

Art. 14 Termination by the policyholder

- 14.1 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.
- 14.2 If the policyholder terminates the contract in the year following conclusion of the contract, CSS retains its right to the premium for the current insurance period.
- 14.3 If the contract is terminated following a claim, CSS's liability ceases 14 days after notification of termination by the policyholder.

Art. 15 Termination by CSS

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

V Limitation and restrictions 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, as well as for related complications and after-effects, resulting from 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 illnesses or accidents resulting from hazardous activities. In determining whether an activity is hazardous, CSS refers to the legal provisions and case law of social accident insurance, which apply by analogy;

- i) for impairment of health caused intentionally. If impairment results from gross negligence, CSS can reduce its benefits in proportion to the degree of negligence;
- j) for accidents, where insurance cover against accidents has not been included in the insurance plan;
- k) for claims not submitted to CSS within 24 months of the invoice date.

Art. 17 Gross negligence

CSS reserves its legal right to reduce benefits in 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.

Art. 23 Data protection

- 23.1 The policyholder or the insured person authorises CSS to obtain directly from service providers, supplementary health insurance providers (in particular those who provide mandatory healthcare insurance) and other institutions all the data it needs to evaluate entitlement to benefits.
- 23.2 CSS guarantees the careful handling of data acquired within the framework of the insurance contract. CSS observes the legal requirements in this matter.

VI Concurrent insurance plans and third-party benefits

Art. 24 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. 25 Third-party benefits

- 25.1 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.
- 25.2 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.
- 25.3 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. 26 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 Special insurance cover

Art. 27 Legal expenses insurance for patients

- 27.1 The policyholder or insured person who has taken out supplementary insurance with CSS enjoys worldwide legal expenses insurance for patients, in accordance with the conditions of the legal protection insurer with which CSS has contracted for the insurance. The insured person receives a copy of the said conditions.
- 27.2 CSS will reimburse lawyer's fees and legal representation expenses in case of litigation proceedings, appraisal costs, court fees and costs of proceedings, as well as compensation to the opposing party up to the maximum amounts stipulated in the conditions of the legal protection organisation with which CSS has concluded an agreement, per legal case arising in Europe and outside Europe.

IX Final provisions

Art. 28 Place of performance and jurisdiction

- 28.1 The place of performance is the legal residence in Switzerland of the policyholder or insured person.
- 28.2 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.

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

