

# Daily Hospital Indemnity Insurance

## General Insurance Conditions (AVB) Version 06.2012

This contract is based on the insurance contract between CSS Versicherung AG (hereinafter referred to as "CSS") and the policyholder, as well as the General Insurance Conditions (AVB).

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## Art. 1 Definitions

For the purposes of the insurance, each term is defined as shown below:

### Insured person

Each person designated in the policy as an insured person.

### Accident

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

### Illness

Any impairment of health determined and confirmed by a doctor.

### Hospitalisation

Hospitalisation is defined as any stay in a medical facility that lasts at least 24 hours. If an insured person is officially released from hospital care but is then readmitted to hospital care after having spent more than 24 hours outside hospital, this counts as two separate periods of hospitalisation.

Hospitals are defined as state-recognised hospitals and clinics that provide a 24-hour service under the supervision of state-qualified doctors and trained medical personnel and which are equipped with the most important medical technology and apparatus necessary for diagnosis and to carry out operations. Rehabilitation units and maternity hospitals are deemed equivalent to hospitals and clinics, provided they are also supervised by qualified doctors. Nursing homes, residences for the elderly, nursing homes for the chronically ill, and spa hotels are not deemed to be hospitals.

## Art. 2 Insured persons

If the "Individual" form of insurance has been chosen, then only the insured person is covered by the contract.

If the "Couple/married couple" form of insurance has been chosen, the contract covers the spouses/registered partners/domestic partners. However, domestic partners must live in the same household.

If the "Family" form of insurance has been chosen, in addition to the insured persons in accordance with the "Individual" or "Couple /married couple" form of insurance, the contract covers up to a maximum of three children (own or adopted) or young people up to the age of 25, provided their permanent place of residence is still their parents' home. The chosen form is indicated on the policy.

## Art. 3 Age limit on contracting for the insurance

Individuals may be admitted to the insurance up to the age of 82.

## Art. 4 Scope of application

The insurance cover applies worldwide, however at most only for 12 months for stays abroad. CSS must be notified in advance if an insured person moves his permanent residence abroad. Insurance cover lapses for the person concerned at the end of the applicable insurance year.

## Art. 5 Admission to the insurance and beginning of insurance

a) To join the insurance or in case of changes to the insurance (e.g., increase in the daily hospital indemnity), the policyholder and/or individual to be insured or that person's representative must fill out the insurance form provided for this purpose truthfully and completely, and send it in to CSS.

- b) By applying to conclude the insurance contract, the applicant authorises CSS to share and obtain information from doctors, other service providers, state and private insurers and the authorities, and their company doctors and medical advisers as needed to assess the insurance cover while respecting the provisions of data protection legislation. With respect to the foregoing the applicant releases all agencies and parties from which information is requested from the obligation to maintain professional secrecy or patient confidentiality with respect to CSS.
- c) CSS can make the decision to admit an applicant subject to the results of a medical examination.
- d) CSS reserves the right to accept or reject the insurance application.

## Art. 6 Type of insurance benefits

During hospitalisation (see Definitions, Art. 1) CSS pays a flat-rate daily indemnity in accordance with Art. 7.

Benefits are not provided for a specific purpose and are paid directly to the insured person regardless of any other insurance benefits.

A lump-sum payment will be made for births instead of a daily indemnity; the amount to be paid is indicated in Art. 7. This benefit is paid for each case of hospitalisation caused by a birth.

## Art. 7 Level of benefits

Depending on the agreement, the benefits paid in Switzerland are as follows:

|        |  |
|--------|--|
| PLAN A | CHF 150 daily indemnity<br>or a lump sum of CHF 1,500 for births |
| PLAN B | CHF 250 daily indemnity<br>or a lump sum of CHF 2,500 for births |
| PLAN C | CHF 350 daily indemnity<br>or a lump sum of CHF 3,500 for births |
| PLAN D | CHF 50 daily indemnity<br>or a lump sum of CHF 500 for births    |
| PLAN E | CHF 100 daily indemnity<br>or a lump sum of CHF 1,000 for births |

Fifty percent (50%) of the daily indemnity rates indicated above are payable to children until they reach age 18.

Double benefits:

- If an illness or accident leads to hospitalisation or admittance to an intensive care or reanimation unit, the daily indemnity will be doubled for as long as the insured person remains in such facilities.
- If an insured person is unexpectedly compelled to seek hospital care during a journey outside Switzerland because of a medical emergency (accident or serious illness), the daily indemnity will be doubled for as long as the insured person remains there, but at most for a period of 52 weeks.
- The daily indemnities will also be doubled if both insured spouses /registered partners /domestic partners and /or children are hospitalised as a result of an accident.
- However, the reasons for doubling the payment mentioned above may not be cumulated.

#### **Art. 8 Beginning of entitlement to benefits**

- a) Entitlement to benefits begins on the third day of hospitalisation.
- b) During hospitalisation which results as the consequence of an accident or for stays in intensive care or reanimation units, entitlement to benefits normally begins on the first day of hospitalisation.

#### **Art. 9 Benefit period**

The insured person is entitled to benefits when he is hospitalised for medical reasons, however the following limits apply per case:

- at most 48 months per stay in hospital
- at most two months per stay and a maximum of six months per year in rehabilitation clinics and psychiatric clinics or special psychiatric wards of hospitals.

#### **Art. 10 Obligations on admission to hospital**

To justify the claim the insured person must submit the declaration of hospitalisation no later than 30 days after the period of hospitalisation begins.

CSS has the right to request or acquire any further information or proof deemed necessary to determine the claim for benefits.

On the instructions of CSS, the insured person must submit to an examination by a medical advisor. The insured person, or his legal representative, must release all doctors and authorities from the obligation to maintain patient confidentiality.

#### **Arbitration procedure**

If disputes arise about medical issues between CSS and the insured person, each party bears the costs of its own expert. Where necessary the dispute may be submitted to a third expert designated by both parties, in which case the costs will be shared.

#### **Art. 11 Payment of benefits**

Payment of benefits takes place within 30 working days of receipt of all paperwork (medical certificates and receipts). Advance payments can be made on special request if a period of hospitalisation lasts for more than 30 days.

#### **Art. 12 Qualifying period**

- a) During the first two insurance years, no benefits can be paid for cases of hospitalisation caused by the consequences of accidents or illness that occurred, or were treated medically, in the two years prior to the beginning of the contract and/or beginning of insurance (Art. 5).
- b) If a further person is included in the contract at a later date, the two-year qualifying period applies to the additional person as of the date of his inclusion in the policy.
- c) No daily indemnities will be paid for cases of hospitalisation that occur in the first 30 days of an insured person's life.
- d) After the two-year qualifying period expires, the contractual benefits will be provided during hospitalisation if it arises in connection with any previous illnesses or accidents by the insured person.
- e) Maternity benefits are subject to a 10-month qualifying period from the date the insurance begins.

#### **Art. 13 Exclusions**

No benefits will be provided for cases of hospitalisation in connection with the following incidents:

- The consequences of self-inflicted injury, suicide and self-mutilation and attempts to commit the same, including times when the insured person is incapable of sound judgement;
- Voluntary participation in mutinies, riots, brawls, crimes, acts of war (political commotions or foreign wars);
- Misuse of drugs and medication, drunkenness or alcoholism, and detoxification and sleep cures;
- Illnesses caused by the effects of ionising radiation of any kind, in particular that originating from transmutation of atomic nuclei;
- Pregnancy, birth (the lump-sum payments in accordance with Art. 6 +7 remain reserved), spontaneous abortion and miscarriage unless caused by an accident;
- Accidents while flying as a pilot or as another member of crew, as a flying instructor, trainee pilot and parachutist;
- Cosmetic operations, other than in cases where they are the result of an accident;
- HIV infections and AIDS (Acquired Immunodeficiency Syndrome). The definition issued by the Swiss Federal Office of Public Health valid on the day of admission to hospital will be used to establish whether the illness in question is AIDS.
- Illnesses that only require nursing care, unless hospitalisation is required temporarily as a consequence of an acute event (sudden exacerbation of a complaint).

#### **Art. 14 Premiums**

During the entire contract term, the premium is based on the age group applicable when the contract begins.

Premiums will not be increased on the basis of increasing age. Allotment to a tariff group takes place on the date the application is made on the basis of the date of birth. If both domestic partners or a family are insured, the date of birth of the oldest member of this group is applicable.

Due dates for premium payments must be strictly adhered to. If the premium is not paid within 30 days of the due date, a reminder is sent as required by law. If the premium remains unpaid, CSS's obligation to pay benefits is suspended 14 days after the date on which the reminder was sent.

If the premium rate changes, CSS can request that the contract be amended from the beginning of the next insurance year.

To this end, CSS must inform the policyholder about the new premium, at the latest 30 days before the insurance year ends. The policyholder is then entitled to terminate the contract at the end of the current insurance year.

If the policyholder exercises this right, the contract ceases at the end of the insurance year. To be valid, notice of termination must reach CSS at the latest on the last day of the insurance year. Failure to terminate the contract on the part of the policyholder is deemed as approval of the contract amendment in line with the new premium rates.

#### **Art. 15 Tacit renewal of the contract**

If the policyholder does not terminate the contract in writing at least one month before it expires, the contract is renewed tacitly for a further year at a time.

**Art. 16 Contract termination by the policyholder**

The policyholder is entitled to terminate the insurance:

- a) when the agreed minimum contract period expires, 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 one-month period of notice. Pending claims will still be due for payment;
- b) if CSS makes use of the clause permitting it to adjust premiums (Art. 14);
- c) after each claim for which benefits are due; notice to terminate the contract must be given in writing at the latest 14 days after the date on which the insured person was informed of the benefits to be paid. Once the insured person has 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 the insured person terminates the contract in the year following that in which the contract was concluded.
- d) The insured person may also terminate the insurance where good cause exists within the meaning of Art. 35b VVG.

**Art. 17 Termination by CSS**

CSS has no right of termination on expiry of the respective contract term or if a claim is made for which benefits are due (Art. 35a para. 4 VVG).

CSS has the right to terminate the contract if the insured person has committed or attempted insurance fraud.

CSS may also terminate the contract where good cause exists within the meaning of Art. 35b VVG.

**Art. 18 Inaccuracies in the insurance application**

The insurance application may not contain any inaccuracies.

If, owing to incorrect notification of age, a lower premium has been paid than should have been paid on the basis of the correct age on admission, the insurance benefits will be reduced to the extent corresponding to the relationship between the agreed premium and the tariff premium for the correct age.

If the benefit has already been paid, CSS is entitled to demand reimbursement of the amount paid in excess of the correct amount, plus interest.

**Art. 19 Mandatory amendment of the original insurance plan**

As soon as an insured person no longer satisfies the conditions for the insurance in accordance with Art. 2 (e.g. because of a divorce), the insured person must notify CSS within 30 days. In such cases, the insurance contract and the premium will be adjusted to take account of the new circumstances. On the death of the insured person, the surviving jointly insured partner has the right to take the place of the deceased.

**Art. 20 Notifications to CSS**

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.

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.

**Art. 21 Place of jurisdiction**

If legal disputes arise, action can be taken against CSS at the court with jurisdiction at the place of residence in Switzerland of the insured person or in the city of Lucerne.

**Art. 22 Applicable law and data protection**

a) 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.

b) Data protection is based on the Federal Insurance Contract Act (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 accessed at [css.ch/data-privacy](http://css.ch/data-privacy) or ordered from CSS Insurance, Data Protection Advisor, Tribtschenstrasse 21, P.O. Box 2568, 6002 Lucerne.

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