

# Medical Costs Insurance for Accidents

General Insurance Conditions (AVB)  
Version 01.2011

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## I Definitions and contents

### 1 Bases of the contract

The bases of this contract are: the insurance contract – consisting of the insurance application, the policy, these General Insurance Conditions (AVB) and the provisions of the Federal Insurance Contract Act (VVG) – between CSS Versicherung AG, Tribtschenstrasse 21, 6005 Lucerne (hereinafter referred to as “the insurer”) and the insured person.

### 2 Territorial validity

The insurance cover applies worldwide to occupational and non-occupational accidents, however outside Europe cover applies only during journeys and stays of no more than three years.

### 3 Insured persons

Persons who are resident in Switzerland are entitled to conclude a contract for Medical Costs Insurance for Accidents (HKU).

### 4 Age limit

Persons will be admitted to the insurance up to the end of the calendar year in which they attain age 70.

### 5 Definition of an 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 that leads to death.

The following impairments of health are classified as accidents even if they are not due to any unusual external factor, provided they are not clearly attributable to an illness or degenerative condition:

- a) broken bones;
- b) dislocated joints;
- c) torn meniscus;
- d) torn muscles;
- e) strained muscles;
- f) ruptured tendons;
- g) injured ligaments;
- h) eardrum damage;
- i) frostbite;
- j) heatstroke;
- k) sunstroke and impairment of health due to ultra-violet rays, with the exception of sunburn;
- l) broken teeth.

The following are not deemed to be accidents:

Illnesses of all kinds, in particular infectious illnesses, the effects of radiation of all kinds, damage/injury caused by therapies not made necessary by an insured accident.

Accidents that occur because of deliberate violations of official regulations and where official certificates and permits are not available are excluded from the insurance.

### 6 Extension of guarantee

The insurer waives the right to invoke the legal provisions concerning breaches of the obligation to notify, provided this was not done with intent to deceive and if at least five years have elapsed since the contract was taken out or amended.

## II Benefits provided by the insurer

### 7 Insured benefits

When an insured event occurs, the insurer provides the benefits in accordance with paragraph 8 in addition to and subsidiary to the benefits of other social insurances, in particular the health insurance (KVG) and the accident insurance (UVG).

### 8 General Medical Costs Insurance for Accidents (HKU)

Unlimited cover is provided for five years from the day of the accident; thereafter cover is available up to CHF 100,000 (with the exception of damage to teeth, for which insurance cover is limited to CHF 20,000). The following types of medical treatment prescribed or carried out by a doctor are covered, as are further costs that are incurred:

- a) – outpatient and inpatient treatment (including medication);
  - hospitalisation and stays at a spa;
  - free choice of doctor and hospital;
  - accommodation and treatment in the general, semi-private or private ward;
  - rental of mobility aids for the disabled;
  - initial purchase of aids that compensate for physical injury or loss of use of functions: prostheses, glasses, hearing aids and orthopaedic aids;
  - repair or replacement (new-for-old value) of objects that compensate for physical injury or loss of use of functions. Claims for glasses, hearing aids and dentures will only be accepted if such are damaged or destroyed during an insured event that results in a physical injury for which treatment is required;
- b) hospitalisation in acute hospitals, for which benefits are declined wholly or partially by the health insurer or accident insurer on the grounds that the hospital providing the treatment is not listed on either a cantonal or general health insurer’s list of hospitals, with the exception of the costs that are charged to the canton of residence in accordance with Art. 41, para. 3 KVG;
- c) home care (e.g. care of the person who suffered the accident; housekeeping) by nursing personnel (not relatives) for the duration of the period of work incapacity as certified by a doctor, up to a maximum amount of CHF 20,000. Persons over the age of 18 are entitled to this indemnity;
- d) all journeys and transports undertaken by the insured person that are medically necessary because of the accident to the nearest suitable place for treatment, however costs for air travel are only covered if this is unavoidable for medical or technical reasons. However, travel expenses for persons who could be reasonably expected to walk are not insured;
- e) rescue actions on behalf of the insured person not made necessary because of an illness;
- f) operations to recover and repatriate (transfer to the place of burial) the corpse of an insured person if the death was caused by an insured accident or by exhaustion;
- g) search operations undertaken to rescue or recover the insured person, up to a maximum amount of CHF 20,000 per insured person. A maximum of CHF 40,000 per loss event will be paid in total, regardless of the number of insured persons;
- h) dental treatment for children and adolescents that can only be carried out later because of their age – within the scope of the medical costs insured – will be indemnified in accordance with a quotation for treatment;
- i) cosmetic operations subsequent to injuries suffered in an accident, which are carried out by an authorised

member of the health profession, up to a maximum amount of CHF 10,000;

- j) expenditure incurred after an accident for which payment is due for cleaning, replacing or repairing damaged clothing belonging to the insured person, as well as for objects and vehicles belonging to private individuals who assisted in recovering and transporting the injured person, up to a maximum amount of CHF 2,000;
- k) if a number of insurance contracts exist for the cost of medical treatment with licensed insurers (exception: accident insurance in accordance with the UVG), the costs insured through this contract will only be granted in proportion to the total benefits guaranteed for all the insured persons involved;
- l) the benefits provided for medical costs in these conditions of insurance will only be paid supplementary to those of the insurer's healthcare insurance (if accident cover is included) or to those of the mandatory accident insurance (UVG). If the healthcare costs are covered by another general health insurance company with which the insured person is also insured for accidents, the benefits paid by such company, however, at the least the benefits which would have to be paid by the insurer's healthcare insurance, will be taken into account when calculating the benefits from this insurance. If there is no longer any cover available from the general health insurance company or the carrier of the statutory accident insurance (UVG) when the insured event occurs, the insurer pays the same benefits as if such insurance cover were still available;
- m) benefits for victims of violent crimes against life and limb of maximum CHF 5,000 per case for damage to property that the insured person was carrying on or about his person, inasmuch as the claim is connected with an insured event according to paragraph 5. Cash, securities, gold coins and stamps are excluded from the insurance.

## 9 Exclusions

The following are excluded from the insurance:

- a) accidents as a consequence of war or acts of war unless the accident occurs within 14 days of the initial outbreak of such events in the country in which the insured person is staying and where the insured person is taken by surprise by the outbreak of such acts of war;
- b) accidents as a consequence of earthquakes in Switzerland and the Principality of Liechtenstein;
- c) accidents in connection with service in a foreign army;
- d) impairments of health caused by the effects of ionising radiation. Exceptions: impairments of health resulting from medically prescribed radiotherapy subsequent to an insured event;
- e) accidents as a consequence of participation in acts of war, commotions, strikes, acts of terror or as a result of committing crimes or offences;
- f) accidents caused by participation in brawls and fights unless, while otherwise uninvolved, the insured person is injured by the protagonists or while coming to the assistance of a defenceless person;
- g) accidents suffered by drivers of motor vehicles or cyclists who are in charge of a vehicle while they have a blood-alcohol content of 1.8 weight-volume per mille or more;
- h) misuse of medication or drugs;
- i) accidents that occur while racing motor vehicles of all kinds and training for such;
- j) accidents as a consequence of hazardous activities: Hazardous activities are actions through which the insured person exposes himself to particularly great

- danger by failing or being unable to take precautions to reduce the risk to a reasonable level. Rescue operations on behalf of other people are nevertheless insured even when considered to be hazardous activities;
- k) accidents as a consequence of the transmutation of atomic nuclei;
- l) accidents as a consequence of mental conditions suffered by the insured person;
- m) consequences of repeated physical exertion;
- n) the consequences of self-inflicted injury as well as suicide and self-mutilation and attempts to commit the same, including times when the insured person is incapable of judgement;
- o) accidents suffered as a consequence of the insured person wilfully committing crimes and offences.

## 10 Effect of circumstances unrelated to the accident

If the impairments of health can only be partly ascribed to the insured accident, the benefits paid by the insurer will be reduced to take account of the influence of external factors as established in a medical opinion.

## 11 Medical commission

If the parties are unable to come to an agreement about the consequences of the accident, a medical commission will be formed, consisting of a doctor designated by the insured person and a doctor designated by the insurer. Both doctors must select a third doctor to serve as the chairman of the commission. If no agreement can be reached, the presiding judge at the insured person's place of residence in Switzerland will appoint the chairman. The costs of this medical opinion are borne equally by each of the parties. The conclusions arrived at by the medical commission within its area of competence are binding unless it can be shown that they obviously deviate substantially from the actual facts of the case.

## III Premiums

### 12 Initial premium and premium adjustment in accordance with tariff age groups

- 12.1 The initial premium is shown on the policy.
- 12.2 On reaching the maximum age for a specific tariff age group, the insured person is automatically assigned to the next higher tariff age group at the beginning of the following calendar year. The premium rate that applies is that for the tariff age group.

Tariff age groups:

0 – 18 years old	26 – n years old
19 – 25 years old	

- 12.3 If the premium is adjusted because the insured person is assigned to a higher tariff age group, he is entitled to terminate the insurance by analogy with paragraphs 13.2 and 13.3.

### 13 Adjustment of premium rates

- 13.1 The insurer can adjust the premium rates.
- 13.2 The insurer gives notice of a change in premiums at the latest 30 days before the end of a calendar year.
- 13.3 If the insured person does not wish to pay the adjusted premium, the contract can be terminated at the end of the current calendar year by serving written notice. Notice of termination must be received by the insurer at the latest on the last working day of the calendar year.

**14 Reminder and arrears**

- 14.1 If the premium is not paid by the deadline indicated on the invoice, the insured person will be notified of the consequences of default in writing and will be requested to pay the outstanding premium within 14 days of the reminder being sent. If this reminder is ignored, the obligation to pay benefits will be suspended upon expiry of the deadline for payment.
- 14.2 After the deadline for payment expires, the insured person must pay the statutory interest on arrears. Reminder costs are borne by the insured person.
- 14.3 If no legal action is taken to collect the overdue premium within two months of expiry of the reminder period, the insurer withdraws from the contract and waives payment of the outstanding premiums.
- 14.4 If the insurer takes legal action to collect premiums or accepts such premiums retrospectively, the obligation to pay benefits is reactivated from the date upon which all outstanding premiums, including interest on arrears and all costs, are paid. Even after all outstanding premiums are paid, the insurer will have no obligation to pay benefits for insured events which occurred during periods when the obligation to pay benefits was suspended.
- 14.5 The insurer is entitled to offset premiums against any entitlement to benefits of the insured person. The insured person is not entitled to offset payments against claims on the insurer.

**IV Miscellaneous conditions****15 Obligation to notify**

The insurer must be informed immediately about any accident that may lead to an obligation to pay benefits on the part of the insurer.

**16 Medical treatment**

Suitable medical treatment should be obtained as soon as possible. The insured person must follow the instructions given by the attending doctor and by nursing staff. If necessary, the insured person is obliged to submit to examinations and accept the instructions of a doctor acting on behalf of and paid by the insurer.

Otherwise all measures useful to determining the circumstances of the insured event should be taken. The insurer must be informed promptly about cases of death so that a post mortem can be arranged prior to burial at the insurer's expense if it seems that the death of the insured person could be attributable to causes other than accident. The rightful claimant must consent to the post-mortem examination.

The insurer is entitled to request supporting documents and information, in particular medical certificates. The rightful claimant grants the insurer the right to acquire such supporting documents and information directly at the insurer's expense. The insured person releases the doctors who have provided treatment and the insurance institutions involved in the claim from the obligation to maintain professional secrecy with respect to the insurer.

**17 Consequences of breach of contract**

If wilful breaches of the obligations outlined in sections 15 and 16 occur and if these are prejudicial to determining the extent or the consequences of an accident, the insurer can reduce the benefits appropriately unless, within the meaning of Art. 45 VVG, it is apparent from the circumstances that the breach of obligations arose through no fault of the insured person or rightful claimant, or if the insured person can show that the breach of obligations had no effect ei-

ther on the occurrence of the insured event or on the extent of the insurance company's obligation to pay benefits.

**18 Contract term and termination**

- 18.1 The contract is concluded for the period stated in the policy and thereafter it is extended for one year at a time if neither of the contracting parties receives notice to terminate the contract at the latest three months before the contract expires.
- 18.2 Notice of termination must be served in writing.
- 18.3 The insured person and the insurer may also terminate the contract where good cause exists within the meaning of Art. 35b VVG.
- 18.4 Termination in the event of a claim
- After a claim occurs for which an indemnity is due, the insurer may terminate the contract in writing at the latest upon payment of the indemnity; the policyholder may terminate the contract in writing at the latest 14 days after learning of the payment. Notice of termination must reach the insurer within this period.
  - If the policyholder terminates the contract, insurance cover ends when the notice is received by the insurer.
  - If the insurer terminates the contract, insurance cover ends 14 days after receipt of notice by the policyholder.

**19 Notifying the insurer**

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

**20 Place of performance and jurisdiction**

- 20.1 The obligations arising from the insurance shall be performed in Switzerland and in Swiss currency.
- 20.2 If legal disputes arise, action can be taken against the insurer at the court with jurisdiction at the place of residence in Switzerland of the insured person or in the city of Lucerne. If the insured person lives abroad, the city of Lucerne is the exclusive place of jurisdiction.

**21 Applicable law**

Unless otherwise stated the provisions of the Federal Insurance Contract Act (VVG) apply. 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.

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