

Alternative Insurance 2001

Medical costs insurance

General Insurance Conditions (AVB) Version 01.2017

The insured persons and benefits are indicated in the policy as are the date when insurance cover commences, the duration of the contract and any special agreements.

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I Concept and content

Art. 1 Supplementary insurance

Alternative insurance supplements mandatory healthcare insurance in accordance with the Federal Health Insurance Act (KVG). In the case of claims for benefits for which an accident insurer (UVG), a health insurer (KVG), a military insurer (MV), a disability insurer (IV) or another social insurer is liable, CSS pays only those benefits not covered by these insurers and within the scope of the insured benefits that are owed.

CSS provides benefits for alternative medical treatment and medication in accordance with these General Insurance Conditions (AVB).

Art. 2 Contractual basis, formal requirements, notices

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.

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.

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.

Art. 3 Illness, accident, maternity

CSS pays benefits for cases of sickness and accidents. Cover for accident may be excluded on request by the insured person. The same benefits are paid for maternity (pregnancy, birth, confinement) as for cases of illness.

Art. 4 Children

CSS insures newborn babies without any proviso, provided it receives the application no later than 30 days after the birth.

II Benefits

Art. 5 Scope of benefits

5.1 Within the scope of Article 6 et seq., CSS pays benefits for outpatient treatment, inpatient treatment and medication used in alternative medicine, provided they are used to treat an illness or the consequences of an accident. CSS pays benefits up to the annual amount indicated in the policy (Supplementary Insurance Conditions) per insured calendar year after deducting the co-payment detailed in Article 14. No benefits are paid for preventive treatment.

5.2 CSS pays the same benefits for inpatient treatment as for outpatient treatment. Costs for accommodation and meals are not insured.

Art. 6 Benefits according to CSS lists

6.1 The benefits within the scope of Article 5 are paid on condition that both the selected service provider and the methods applied are included in one of the following detailed lists. The lists valid on the date of the treatment are definitive.

6.2 CSS maintains a list of methods and a list of service providers. Within the scope of Article 5, CSS accepts the costs

of methods used in alternative medicine, provided the method selected is administered by a service provider recognised by CSS. The method and the service provider must be on the relevant list. The insurance covers medication if purposefully prescribed and dispensed as part of a method that CSS has approved and for which CSS has authorized the service provider. CSS reserves the right to maintain a negative list of medications.

6.3 CSS is entitled to determine the rates and price limits for all the benefits mentioned in Article 5. These limits are shown in the corresponding lists.

6.4 The insured person can view the current lists and obtain extracts from a CSS agency. The address of the CSS agency is indicated on the policy and/or on the premium overview. In case of a claim for benefits, CSS recommends contacting the CSS agency in advance to ensure the treatment is recognised by CSS.

Art. 7 Benefit restrictions

7.1 In the case of evidently unreasonable invoices, CSS pays benefits only up to the usual rates for the service in question or within the scope of its own rate limits as defined in Art. 6.3.

7.2 No benefits will be paid for services or diagnostic measures that are ineffective, unsuitable and uneconomical. Ineffective, unsuitable and uneconomical services are those that do not achieve the desired result, whose benefit is smaller than the risk (also compared with other similar measures), and whose cost-benefit ratio is unsatisfactory.

Art. 8 Exclusions

The insurance does not cover:

8.1 statutory benefits, in particular those defined in the Federal Health Insurance Act, Federal Accident Insurance Act, Federal Act on Disability Insurance and the Federal Military Insurance Act;

8.2 benefits for illnesses and the consequences of accidents that exist, or existed, on admission to the insurance;

8.3 benefits for maternity and related illnesses, if the beginning of the pregnancy is before the start date of the insurance;

8.4 unnecessary cases of hospitalisation;

8.5 benefits for physical withdrawal and for cures for addictions in the case of addictive illnesses;

8.6 cosmetic treatment;

8.7 illnesses and accidents resulting from violations of neutrality, warlike events and the use of nuclear energy for military purposes in times of peace and in times of war;

8.8 accidents caused by earthquakes;

8.9 accidents resulting from wilful participation in crimes and offences by the insured person;

8.10 illnesses and accidents caused by exceptional hazards and acts of daring, activities in which insured persons are exposed to serious 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 if viewed as a hazardous activity;

8.11 reimbursements for the purchase or rental of aids or equipment;

8.12 co-payment, patients' shares of expenses;

8.13 services that become necessary because the insured person ignores a physician or service provider's instructions.

Art. 9 Benefit reductions

9.1 The maximum amount insured is reduced proportionately if cover lasts for less than one calendar year.

9.2 CSS waives its right to reduce benefits if an event is caused by gross negligence. Benefit reductions from other insurance plans are not replaced.

Art. 10 Obligations in the event of a benefit case

- 10.1 A benefit case refers to an invoice by a service provider for the contractual services it rendered over three months at the most. If the contract ends, entitlement to benefits ends within three months at the latest.
- 10.2 The insured person undertakes to submit detailed original invoices to CSS to enable CSS to pay benefits in compliance with the contract.
- 10.3 CSS must be informed immediately if the insured person is hospitalised. CSS issues a commitment to provide cover within the scope of the insured benefits on request.
- 10.4 The insured person undertakes to inform CSS about all benefits received from third parties (e.g. other insurers).

Art. 11 Benefits from third parties

- 11.1 In the case of multiple insurance, CSS will prorate its benefits.
- 11.2 In derogation to Article 11.1, CSS pays benefits subsidiary to payments due by liable third parties or their insurers. CSS is under no obligation to indemnify if the third party or its insurer rejects liability or refuses to pay benefits. CSS is not under obligation to pay benefits if the insured person fails to bring its claims against a third party or its insurer on time.

Art. 12 Health Account

- 12.1 CSS participates in the cost of selected preventive measures within the framework of the Health Account. The CSS agency has the current list of offers and courses.
- 12.2 If the insured person has purchased a number of CSS supplementary insurance policies, he is entitled to only the annual maximum sum once per year.

III Premiums and co-payment

Art. 13 Initial premium and premium changes by tariff age group

- 13.1 The policy and the premium table show the initial premium.
- 13.2. On reaching the maximum age for a specific age group, the insured person is automatically assigned to the next higher tariff age group when the following calendar year begins. The tariff age group determines the premium rate. Tariff age groups:

age 0–18	age 46–50
age 19–25	age 51–55
age 26–30	age 56–60
age 31–35	age 61–65
age 36–40	age 66–n
age 41–45	

- 13.3 The insurance can be terminated when premiums change because of a higher tariff age group.

Art. 14 Co-payment through the deductible and retention fee

- 14.1 All adults who have reached the age of 18 must pay the deductible shown on the policy for each calendar year in which they receive treatment or medication (Supplementary Insurance Conditions EVB). Children are exempt from paying the deductible up to the age of 18.
- 14.2 The policy shows the retention fee per claim for which benefits are paid.

Art. 15 Discounts and bonuses

- 15.1 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.

- 15.2 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 25. 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 25 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.

- 15.3 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: Alternative Insurance with a number of discounts:

Gross premium	CHF 6.00
– discount I (notional) 10%	CHF 0.60
Net premium I	CHF 5.40
– discount II (notional) 25%	CHF 1.35

Net premium II (actual premium due) CHF 4.05

- 15.4 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.

Art. 16 No-claims discount

- 16.1 Every insured person is entitled to a premium discount. The deciding factor in calculating the discount is the benefits that were paid during the observation period. The observation period starts at the beginning of September and lasts to the end of August of the most recent three consecutive years.
- 16.2 The following discount levels apply:

Discount Level	Discount in %	Benefits received in CHF over three years
0	0	> 300
1	50	</= 300

Maternity benefits and benefits from the Health Account are not factored in to the calculation of the no-claims discount. When concluding a contract, the insured person automatically receives discount level 1.

16.3 The discount is indicated on the policy and/or premium table. Entitlement to a discount is reviewed annually. If applicable benefits are claimed during the observation period, the discount level is adjusted at the beginning of the new calendar year.

16.4 A change in a no-claims discount does not constitute a reason for contract termination.

Art. 17 «Zoom» combined discount

17.1 Insured persons are entitled to the «Zoom» combined discount up to the end of the calendar year in which they turn 30, providing they have taken out CSS Standard Insurance, 1997 Alternative Insurance or 2001 Alternative Insurance and Option 1 Emergency Insurance.

17.2 The combined discount lapses at the end of the calendar year in which the insured person turns 30 or terminates the Alternative Insurance.

Art. 18 Exclusion of accident cover

If the insured person does not wish to have accident cover, CSS grants a premium reduction.

Art. 19 Reimbursement of premiums

19.1 If the contract is terminated before the expiry date, we refund the unused portion of premiums unless the insured person terminates the contract during the first insurance year in connection with a claim.

19.2 If the insurance relationship ends during a calendar month, premiums are owed for the whole month.

IV Miscellaneous provisions

Art. 20 Contract term

20.1 The contract term is indicated in the policy. The contract renews automatically for one year at a time unless it is terminated to the end of the term.

20.2 The insured person may terminate the insurance in question, 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 notice period of three months. CSS has no right of termination in this case. Both you and CSS may terminate the contract where good cause exists within the meaning of Art. 35b VVG. Notice must be given in writing. Benefit cases pending at the time of notice remain in effect.

Art. 21 Termination in the event of a benefit case

When a benefit case occurs for which we are liable, you may terminate the contract in writing no later than 14 days after receiving notice of the last payment. Once you have 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 you terminate the contract in the year following that in which the contract was concluded. CSS has no right of termination if you make a claim for benefits.

Art. 22 Changes to premium rates, co-payment rules, and the AVB

22.1 CSS can adjust the contract if the premium rates or the regulations on co-payment change (deductible, retention fee).

22.2 CSS can make further changes to the General Insurance Conditions only if the number and type of service provider increases, new developments in alternative medicine (new knowledge of methods or medication) take place, cover under mandatory healthcare insurance changes, or

new or more expensive forms of therapy are introduced. In this case the insured person always has the right, regardless of his age or state of health, to continue the insurance under the new conditions. Any current exclusions from the insurance remain in effect.

Art. 23 Termination in the event of changes to premium rates, co-payment rules or the AVB

23.1 CSS will inform the insured person of any changes made in accordance with Article 22.1 and Article 22.2 no later than 30 days before the calendar year ends.

23.2 If the insured person does not agree to the changes made in accordance with Article 22.1 and Article 22.2 above, he can terminate the contract to the end of the insurance year. CSS must receive the notice of termination no later than on the last day of the current insurance year. If the insured person fails to terminate the insurance, he remains covered under the new contract regardless of his age or state of health.

Art. 24 Expiry of the insurance

The insurance expires

- if the residence is moved abroad;
- when the insurance year ends for temporary foreign stays of more than a year.

Art. 25 Assignment of claims

Insured persons can assign claims to third parties only with the written permission of CSS.

Art. 26 Substitute policy

If the contract is issued to replace another CSS contract, any benefit restrictions under the previous policy will apply to future benefits.

Art. 27 Payments

CSS's payments to the insured person's bank or postal account are free of charge.

If the insured person requests another form of payment, CSS passes on the charges to the insured person. CSS also charges a fee for any additional administrative costs incurred for each payment made in this manner.

Art. 28 Change of residence

CSS must be informed immediately of any change of residence. Any subsequent premium adjustment by CSS applies from the date of the change. Such a change does not justify termination.

Art. 29 Place of jurisdiction

If legal disputes arise, the policyholder can take action against CSS at the court with jurisdiction at his Swiss domicile or in Lucerne.

Appendix

Art. 30 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.

30.1 Eligibility for premium discounts on supplementary insurance

The cumulative conditions of eligibility for the family discount are set out in paragraph 15.2 of the General Insurance Conditions (AVB).

30.2 Discount and maximum age

Discount: 25%

Maximum age: up to age 25

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: Alternative Insurance with a number of discounts¹:

Gross premium	CHF	6.00
– discount I (notional) 10%	CHF	0.60
Net premium I	CHF	5.40
– family discount 25%	CHF	1.35
Net premium II (actual premium due)	CHF	4.05

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.

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

