Life Insurance

General Insurance Conditions (GIC)
Version 01.2026

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I General

1 Introduction

1.1 In the interests of readability, the masculine form is used throughout this text to refer to persons of all genders.

1.2 These General Insurance Conditions (GIC) apply to contracts under the Federal Insurance Contract Act (Versicherungsvertragsgesetz, VVG).

2 Contractual basis

2.1 These GIC, the Supplementary Conditions (SC), the insurance application, the insurance policy and any medical findings form the basis of the insurance contract.

2.2 The rights and obligations of the contracting parties are set out in the insurance policy, in these GIC and in the SC.

2.3 The SC regulate the insurance relationship in more detail and apply in addition to these GIC. Deviating provisions in the SC take precedence over those contained in these GIC.

2.4 Unless the insurance policy, these GIC or the SC provide otherwise, the insurance contract is based on the provisions of the VVG.

3 Formal requirements

3.1 To meet the formal requirements, declarations of intent must be made either in written form ('in writing') or in text form ('capable of producing a written record').

3.2 Where written form ('in writing') is expressly required by law or by the terms and conditions of the contract, this means that an original handwritten signature must be added below the text that has been drawn up.

3.3 Where the law or the terms and conditions of the contract stipulate text form, in addition to writing, any other form 'capable of producing a written record' is permitted. The respective declaration of intent will be considered legally binding if made by the sender via electronic channels without a handwritten signature; however, he must always be able to provide proof, for example, in the form of a letter without original signature or an email.

4 Territorial and temporal scope

The insurance cover is valid worldwide. However, the following restriction applies: If the insured person transfers his legal place of residence from Switzerland to abroad, the following insurance cover will end on the date of change of residence:

– Pension for loss of earning capacity
– Waiver of premiums for loss of earning capacity

CSS must be notified within 30 days in writing or in another text form capable of producing a written record if the insured person transfers his legal place of residence abroad. If CSS is not notified within this given deadline, it may reduce its benefits or refuse payment altogether from the date of change of residence.
The insurance premiums will be adjusted accordingly on exclusion of the pension for loss of earning capacity and/or waiver of premiums.
Benefits already being paid will continue to be paid. Insurance benefits are payable in Swiss francs (CHF) to an account in Switzerland.

II Definitions

5 CSS as insurer

The insurer within the meaning of these GIC is CSS Life Insurance Ltd, Tribschenstrasse 21, 6002 Lucerne (CSS).

6 Insured person

Insured person means the person receiving insurance cover within the scope of and in accordance with the insurance contract. That can be the policyholder or another person.

7 Policyholder

Policyholder means the person concluding an insurance contract with CSS or applying to conclude an insurance contract with CSS.

8 Beneficiary

The beneficiary is the person entitled to the survival or death benefits.

9 Insurance policy

The insurance policy is the document setting out the scope and period of the insurance and the amount of the premium.

10 Eligible claimant

The eligible claimant is the person entitled to benefits.

III Start, term and end of insurance contract and insurance cover

11 Start of insurance contract and insurance cover

The insurance contract and definitive insurance cover start as soon as CSS accepts the policyholder's application or the policyholder accepts CSS's counteroffer. However, the earliest start date is the date requested by the policyholder in the application for the beginning of insurance.

12 Provisional insurance cover

Any provisional insurance cover is governed by the SC.

13 Term of insurance contract and insurance cover

The term of the contract and the insurance cover is determined by the insurance policy.

14 End of insurance contract and insurance cover

The insurance contract and insurance cover end in the following cases:

a) on expiry of the agreed term of insurance set out in the insurance policy;
b) on the death of the insured person; or
c) on premature cancellation of the contract.

IV Right of revocation

15 Right of revocation

15.1 The policyholder may revoke the application to conclude a contract or the declaration of acceptance in writing or in another text form capable of producing a written record.

15.2 The revocation period is 14 days, beginning from the date on which the policyholder submits the application or accepts the insurance contract.

15.3 To meet the deadline, the policyholder must notify CSS of his intention to revoke the contract by the last day of the revocation period or post his declaration of revocation on that same date.

15.4 Revocation will result in the application to conclude a contract or the policyholder's declaration of acceptance being voided from the outset.

15.5 In the case of unit-linked life insurance, the value applicable at the date of revocation must be refunded. CSS and the policyholder must refund any payments already received.

15.6 Where reasonable, the policyholder must reimburse CSS, in part or in full, for the costs of special investigations made by CSS in good faith with respect to the conclusion of the contract.

15.7 The right of revocation does not apply in the case of contract amendments.

V Disclosure obligations/medical examination and consequences of breach of disclosure obligations

16 Disclosure obligations medical examination

16.1 All material facts relevant to assessing the risk that are or should be known to the insured person or his legal representative must be disclosed by him truthfully and in full on the application form when concluding the contract, when amendments are made to the contract or when cover is reinstated.

16.2 A fact is material if it affects CSS's decision whether or not to conclude the insurance contract and whether to conclude it on the agreed terms and conditions.

17 Consequences of breach of disclosure obligations

17.1 If such facts are misrepresented or withheld, CSS may terminate the contract in writing or in another text form capable of producing a written record within four weeks of learning of the breach of disclosure obligations. Termination becomes effective upon receipt of notice by the policyholder.

17.2 If the contract is terminated in this manner, CSS has no obligation to pay benefits for claims already incurred if their occurrence and scope was affected by the misrepresentation or withholding of the material fact. CSS is entitled to a refund of any benefits it may already have paid in respect of such claims.

VI Duty to cooperate and duty to mitigate the loss

18 Duty to cooperate

18.1 The policyholder or the eligible claimant is obliged to notify the onset of a loss of earning capacity that is likely to give rise to an obligation on the part of CSS to pay benefits within 90 days of the onset of loss of earning capacity in writing or in another text form capable of producing a written record. A death must be notified to CSS immediately. The form for notifying the loss of earning capacity/death can be obtained from CSS.

18.2 If notification is not made until a later date, CSS will recognise the entitlement to benefits only from the date of receipt of the notification by CSS.

18.3 Following receipt of the completed and signed notification form, CSS will check which information and documents are needed to verify the loss of earning capacity/death.

18.4 When an event occurs for which a claim for benefits may be brought, the policyholder or the eligible claimant must submit all the necessary information, documents, medical certificates, and (in the event of death) the official death certificate to CSS immediately, to enable CSS to assess its contractual obligation to pay benefits.

18.5 Foreign documents (e.g. medical reports, police reports) must be submitted to CSS together with a certified translation into a Swiss national language.

18.6 The insured person must authorise CSS to share information and documents, in particular medical certificates, and to obtain such at any time from doctors, psychologists, therapists, hospitals, sanatoriums, general health insurance companies, accident, health and life insurers, SUVA, military insurance, AHV and IV offices, pension funds, reinsurers and authorities and/or their company doctors and medical advisors as well as from employers to the extent necessary to assess the claim for benefits while respecting the statutory provisions on data protection. In such cases, all parties involved are released from the obligation to maintain professional or patient confidentiality with respect to CSS.

18.7 On the instructions of CSS, the insured person undertakes to submit to an examination by doctors in Switzerland acting on behalf of CSS for the purpose of determining or reviewing the degree of loss of earning capacity. The costs associated with this examination will be assumed by CSS. Travel costs will not be refunded.

18.8 CSS may require the insured person to register with the Federal disability insurance (IV) and to actively contribute to his reintegration into working life.

19 Duty to mitigate the loss

19.1 If it seems likely that an illness or an accident will lead to the payment of benefits, the insured person must obtain proper medical treatment immediately. The insured person is obliged to follow the instructions of the doctor or of other persons and institutions as set out in Art. 18.6 and to refrain from doing anything that would jeopardise or delay his recovery.

19.2 CSS may give the insured person an appropriate deadline by which to fulfil his duty to mitigate the loss.

19.3 Premiums must continue to be paid until a decision is reached regarding entitlement to benefits (pension for loss of earning capacity and waiver of premiums).

20 Breach of obligations

20.1 If the insured person refuses or resists reasonable treatment or measures to integrate him into working life that promise to improve his ability to work or his earning capacity or to a provide a new earning opportunity, or if he fails to make every reasonable effort in this respect of his own accord, he will be in breach of his duty to mitigate the loss and duty to cooperate, and CSS may temporarily or permanently reduce or refuse to pay benefits.

20.2 The insured person or eligible claimants will not suffer the loss of rights provided for by law when an obligation is breached in making a claim for benefits if it is apparent from the circumstances that the breach arose through no fault of their own or if the insured person or eligible claimants can show that the breach had no effect either on the occurrence of the insured event or on the scope of the benefits owed by CSS. The insured person or eligible claimants thus have the opportunity to prove that the breach of the obligation has no effect on the benefit owed by CSS. Where such proof is provided, the benefit owed is to be paid in full by CSS and may not be reduced or refused.

20.3 Should CSS incur expenses in connection with the breach of obligations, e.g. for investigations, the insured person or eligible claimants must bear the costs incurred if it can be proven that a breach of obligations occurred.

VII Premium payments, payment reminders and arrears

21 Premium payments

For contracts financed by periodic premiums, these are payable monthly, quarterly, semi-annually or annually in CHF on the due date indicated on the premium statement. For insurance contracts financed by a single premium, the conditions set out in the SC apply.

22 Payment reminders and arrears

22.1 If the premium is not paid by the deadline indicated on the statement, the premium payer will initially be sent a reminder. If the premium is not paid by the deadline indicated on the reminder, the policyholder will be notified of the consequences of default in writing or in a text form capable of producing a written record and will be requested to pay all the outstanding premiums within 14 days of the payment demand being sent. If this payment demand is ignored, the consequences of default as set out in the SC will come into effect.

22.2 The costs of the payment demand are to be borne by the policyholder.

VIII Scope of the insurance cover

23 Entitlement and scope of benefits

Benefits are paid by CSS in accordance with the insurance contract. Further details of the entitlement to benefits and the scope of benefits are set out in the SC.

24 Non-insured benefits

24.1 As a rule, no insurance benefits will be provided in connection with:

a) violations of neutrality, warlike incidents and the use of atomic or radioactive materials for military purposes in Switzerland and abroad in times of peace and times of war;
b) participation in warlike or terrorist acts;
c) participation in commotions, demonstrations or similar events;
d) commission or attempted commission of crimes or offences by the insured person, whether wilfully or because of gross negligence;
e) engagement in military service abroad;

24.2 Art. 36 of these GIC is reserved.

24.3 Any further provisions are set out in the SC.

IX Beneficiaries

25 Flexible Pension Plan (pillar 3b)

The policyholder may designate one or more beneficiaries for the survival and the death benefits. Beneficiaries have – subject to any general liens – a direct entitlement to the insurance benefit. The policyholder specifies the beneficiaries when completing the application, but may change this designation during the term of insurance. The beneficiary designation may be withdrawn or changed at any time unless designated as irrevocable. An irrevocable beneficiary designation may not be changed or removed without the written consent of the beneficiary designated as irrevocable.

26 Tied Pension Plan (pillar 3a)

The terms and conditions set out in Art. 28 of these GIC apply to insurance contracts involving tied pension plans.

X Tied Pension Plan (pillar 3a)

27 Tied pension insurance

27.1 Insurance for tied pension provision (BVV 3) is designed exclusively and irrevocably to accumulate retirement savings and may only be taken out by persons whose income is subject to AHV contributions. The policyholder and insured person must be one and the same.

27.2 If the policyholder is gainfully employed, premium payments are tax-deductible. The annual premium payments may not exceed the maximum amount set by law.

28 Beneficiaries

The following are permitted as beneficiaries under Art. 2 BVV 3:

a) in the event of his survival, the policyholder;
b) in the event of the policyholder's death, the following people in the order shown below:
   1. the surviving spouse or surviving registered partner,
   2. the direct descendants as well as the natural persons who were supported to a considerable extent by the deceased, or the person with whom the deceased had lived together in a domestic partnership without interruption for the last five years preceding his death, or the person who is responsible for supporting one or more children from the relationship,
   3. the parents,
   4. the siblings,
   5. the other heirs.

The policyholder may nominate one or more of the persons listed under (b) 2 above as beneficiaries and specify their entitlements in greater detail.
The policyholder has the right to change the order of the beneficiaries listed under (b) 3–5 and to specify their entitlements in greater detail.

29 Advance payment of survival benefits

29.1 Survival benefits may not be paid out more than five years before reaching the reference age. The reference age is the reference age under Art. 13 para. 2 of the Federal Act on Occupational Old Age, Survivors' and Invalidity Pension Provision (BVG). Survival benefits are payable on reaching the reference age. If the policyholder can show that he is still in gainful employment, he may defer the drawing of benefits for a maximum of five years beyond reaching the reference age.

29.2 Survival benefits may be drawn in advance if the insurance relationship is terminated for one of the following reasons:

a) if the policyholder draws a full disability pension from the Federal disability insurance and the risk of disability is not covered;
b) if the policyholder ceases his previous self-employment and takes up another form of self-employment;
c) if the pension institution is obliged to make a cash payment under Art. 5 of the Vested Benefits Act (FZG). The policyholder may request payment of the termination benefit in cash if he is leaving Switzerland permanently or taking up self-employment and will no longer be subject to mandatory occupational benefits insurance, or if the termination benefit is less than his annual contribution.

29.3 The survival benefit may also be drawn in advance for the purpose of:

a) acquiring or constructing residential property for the policyholder's own personal use;
b) acquiring shares in the ownership of residential property for the policyholder's own personal use;
c) repaying mortgage loans.

29.4 Such payments may only be requested once every five years.

29.5 The terms 'residential property', 'shares' and 'own personal use' are to be understood as defined in Arts. 2-4 of the Ordinance on the Promotion of Home Ownership using Occupational Pension Benefits.

29.6 If the policyholder is married or living in a registered partnership, the advance drawing of benefits in the event of survival as set out in paras. 27.2 (b) and (c) and 27.3 is permitted only with the written consent of the spouse or registered partner.

30 Transfer of retirement savings

The policyholder may dissolve the insurance relationship if the retirement savings:

a) are used to buy into a tax-free pension institution;
b) are transferred to another recognised form of pension provision.

He may only transfer part of his retirement savings if using it to fully buy into a tax-free pension institution.
Transfers of retirement savings and buy-ins are permitted until the reference age is reached. If the policyholder can show that he is still in gainful employment, he may make such a transfer or buy-in until a maximum of five years after reaching the reference age.
However, such a transfer or buy-in ceases to be possible as soon as an insurance policy matures, starting from five years prior to reaching the reference age.

31 Assignment, pledging and offsetting

31.1 Art. 39 BVG applies by analogy to the assignment, pledging and offsetting of entitlements to benefits.

31.2 Art. 30b BVG or Art. 331d of the Swiss Code of Obligations (OR) and Arts. 8–10 of the Ordinance on the Promotion of Home Ownership using Occupational Pension Benefits apply by analogy to the pledging of the retirement savings or of the entitlement to benefits for the purposes of promoting home ownership by the insured person.

31.3 Entitlement to survival benefits may be assigned to the spouse by the policyholder or awarded by the court, in part or in full, if the marital property regime is dissolved in any way other than through death. The policyholder's pension institution must transfer the amount in question to a pension institution specified by the spouse in accordance with Art. 1 para. 1 BVV 3 or to another pension institution; Art. 3 BVV 3 is reserved.

31.4 Art. 4 para. 3 BVV 3 applies by analogy in the event that a registered partnership is legally dissolved, provided that both partners have agreed that the assets will be divided according to the provisions governing the separation of acquired property (Art. 25 para. 1 second sentence of the Partnership Act).

32 Duty to provide tax certificates

CSS will provide the policyholder with official confirmation of the premiums paid in each calendar year.

XI Miscellaneous

33 Notifications and change of address

33.1 All notifications from the policyholder may be validly addressed to the head office of CSS or to the agency in Switzerland designated in the insurance policy. Notifications may be made in writing or in a text form capable of producing a written record.

33.2 Notifications from CSS will be deemed legally valid if sent to the most recent address in Switzerland notified to CSS by the policyholder.

33.3 CSS must be informed immediately of any change of address. If the place of residence is changed to outside Switzerland, the rules set out in the SC will apply.

34 Data privacy and economic, trade and financial sanctions

34.1 Data privacy is governed by the VVG and the Federal Data Protection Act (DSG). The processing of data by the insurer is explained in the privacy policy. It describes how the insurer processes personal data. The privacy policy has a strictly declaratory effect and does not form part of the contract. It can be consulted at: css.ch/data-protection or ordered from: CSS, Data Protection Officer, Tribschenstrasse 21, P.O. Box 2568, 6002 Lucerne.

34.2 CSS is not obliged to grant cover or provide benefits if doing so would breach economic, trade or financial sanctions. Should the policyholder, the insured person or a beneficiary be affected by such sanctions, CSS reserves the right to cancel the contract.

35 Foreign Account Tax Compliance Act (FATCA) and automatic exchange of information (AEOI)

35.1 The Foreign Account Tax Compliance Act (FATCA) is a US regime whose aim is to ensure that the participating financial institutions around the world provide the US tax authorities with information about the assets and income of persons who are subject to US tax ('U.S. Persons').

The following persons are deemed to be U.S. Persons

For natural persons:

– US citizenship (incl. birthright citizenship)
– Resident status in the USA, either through:
  - acquisition of a green card,
  - satisfying the 'Substantial Presence Test': Physical presence in the United States of at least 31 days during the current year and at least 183 days during the 3-year period that includes the current year and the 2 years immediately before that (counting all the days present in the current year plus one-third of the days present in the first year before the current year and one-sixth of the days present in the second year before the current year).

For legal entities:

– For legal entities: tax domicile in the United States (established or registered in the United States)
– For trusts: qualification as a U.S. Person based on the ability to exercise actual control over the trust in the United States and the trust being subject to the jurisdiction of a court within the United States.

As a Foreign Financial Institution (FFI), CSS is additionally required to review the following US indicia in relation to its clients:

1) US citizen or resident;
2) Unambiguous indication of a US place of birth;
3) Current US postal or residence address, including a US post office box or an 'in-care-of' address;
4) Current US phone number;
5) Standing instructions to transfer funds to an account maintained in the United States;
6) Currently effective power of attorney or signatory authority granted to a person with a US address;
7) An 'in-care-of' or 'hold mail' address that is the sole address CSS has on file for the account holder.

Depending on the indicia discovered, additional documents may need to be obtained in order to cure those indicia. If any of these identified US indicia cannot be cured, the client must be treated as a U.S. Person and reported to the US tax authorities in accordance with the FATCA regime.
This list is not definitive. The US Code of Federal Regulations, the Swiss FATCA Act (Bundesgesetz über die Umsetzung des FATCA-Abkommens zwischen der Schweiz und den Vereinigten Staaten), the Intergovernmental Agreement (IGA) between the USA and Switzerland ('Agreement between Switzerland and the United States of America on Cooperation to Facilitate the Implementation of FATCA') and the FFI agreement between CSS and the US Internal Revenue Service applicable at the time of assessment shall apply.

35.2 Automatic exchange of information (AEOI)
Under the Federal Act on the International Automatic Exchange of Information on Tax Matters (AIAG), CSS is obliged to forward the information required by the AEOI agreements in effect at any given time to the Federal Tax Administration (FTA). A list of countries with which Switzerland has entered into AEOI agreements (AEOI partner jurisdictions) can be found online at www.sif.admin.ch by searching for 'Automatic exchange of information'. Policyholders who have tax residence status in any of Switzerland's AEOI partner jurisdictions are subject to the AEOI. If questions regarding his tax residence arise, the policyholder is recommended to consult a recognised tax advisor operating in the jurisdiction in question. The reportable person has the rights set out in the Data Protection Act (DSG) and Art. 19 AIAG.

35.3 Irrevocable consent to the disclosure of tax information
The policyholder has been informed and, by signing the insurance application, agrees that CSS is authorised to disclose to the competent tax authorities all data necessary to comply with its obligations to exchange tax information where the policyholder has 'U.S. Person' status or is resident for tax purposes in any of Switzerland's AEOI partner jurisdictions.

35.4 Duty to provide information
The policyholder undertakes to inform CSS immediately in writing or in another text form capable of producing a written record if there is a change in circumstances after signing the application that is relevant for AEOI and FATCA purposes. The duty to provide information relates to all insurance contracts with CSS entered into by the policyholder.

35.5 Duty to cooperate
CSS is obliged to conduct further investigations if there are indications that the policyholder may have 'U.S. Person' status or tax residence in any of Switzerland's AEOI partner jurisdictions. By signing the application, the policyholder agrees to actively cooperate in these investigations. The policyholder must provide the requested information within 30 days of being requested to do so by CSS in written form or in another text form capable of producing a written record. If this information is not provided on time, CSS must report the relevant values to the competent tax authority, mentioning the policyholder by name.

35.6 False declaration when concluding contract
If CSS ascertains that the policyholder had 'U.S. Person' status or was a tax resident in any of Switzerland's AEOI partner jurisdictions when concluding the contract but failed to disclose this circumstance, CSS will be obliged to report the contract and pre-existing contracts together with the relevant values to the competent tax authority, mentioning the policyholder by name. In accordance with the Swiss AEOI and FATCA acts, refusal to provide CSS with a self-certification for these purposes or submission of an incorrect self-certification by the policyholder or an eligible claimant will be liable to a penalty.

35.7 CSS's right of termination
If the policyholder takes up tax residence abroad, becomes a U.S. Person or fails to satisfy his contractual duty to cooperate during the contract term, CSS reserves the right to terminate the insurance contract with immediate effect. In this case, the policyholder will be entitled to the surrender value.

35.8 Identification of eligible claimants
If any of the eligible claimants or beneficiaries of a claim for benefits is a 'U.S. Person' or is resident for tax purposes in any of Switzerland's AEOI partner jurisdictions, CSS must report the contract together with the relevant values to the competent tax authority. To this end, if a claim for benefits is made, the eligible claimant or beneficiary will be subject to the same investigations and obligations as described above in relation to the policyholder.

36 Military service and war
Standard rules apply to all life insurance companies operating in Switzerland. In the event of a war and engagement in military service, the risk is covered in accordance with the following conditions:

36.1 Active service performed for the purpose of safeguarding Swiss neutrality and maintaining public order within Switzerland, neither of which involves warlike acts, is regarded as military service in peacetime and, as such, is automatically covered by the insurance under these GIC.

36.2 If Switzerland conducts a war or becomes involved in warlike acts, a one-off war contribution becomes due, starting from the date marking the beginning of the war, and payable one year after the date marking the end of the war. Whether or not the insured person takes part in the war or is present in Switzerland or abroad is irrelevant.

36.3 The war contribution serves to cover losses caused directly or indirectly by the war, where such losses affect insurance policies that are subject to these conditions. Such war losses and the funds available for coverage, together with the amount of the war contribution and the options for paying it – if applicable, by reducing the insurance benefits – will be determined by CSS in agreement with FINMA.

36.4 If benefits from the insurance fall due before the amount of the war contribution has been determined, CSS may defer a reasonable portion of the payment for up to one year after the end of the war. The portion of the benefits to be deferred and the rate of interest thereon will be determined by CSS in agreement with FINMA.
The dates which are to be regarded as marking the beginning and end of the war within the meaning of the above conditions will be determined by FINMA.
If the insured person takes part in a war or in warlike acts, without Switzerland itself being at war or becoming involved in warlike acts, and dies during the war or within six months of the conclusion of peace or the cessation of hostilities, CSS will be liable for an amount corresponding to the actuarial reserve as calculated at the date of death, but not exceeding the death benefit that has been insured. If survival annuities have been insured, annuities corresponding to the amount of the actuarial reserve calculated at the date of death, but not exceeding the insured annuities, become payable in lieu of the actuarial reserve.
CSS reserves the right to amend these provisions in agreement with FINMA, including with effect for this insurance. Furthermore, measures decreed by law or by official authorities in connection with a war, in particular those relating to the surrender of the insurance contract, are expressly reserved.

37 Assignment and pledging of insurance entitlements

Entitlements under the insurance may be assigned or pledged to third parties, in part or in full. To be valid, the assignment and pledging must be done in writing, the policy must be handed over to the third party, and CSS must be informed of this in writing. The terms and conditions set out in Art. 31 of these GIC apply to insurance contracts involving tied pension plans (pillar 3a).

38 Outsourcing of business areas and services

CSS may outsource business areas and services to Group companies and third parties in Switzerland or abroad. This applies in particular to billing, collection, data management, IT, risk management, compliance and accounting (financial bookkeeping and controlling) and to other services, which may be partly or fully outsourced. If outsourcing takes place, data may have to be transmitted to Group companies or third parties and these service providers may in turn engage other service providers. All service providers will be bound by confidentiality. If a service provider is domiciled abroad, CSS or the Group companies it has entrusted with the service will transmit only such data that does not allow any conclusions to be drawn about the identity of the insured persons.

39 Amendments to these GIC

CSS may amend these GIC at any time where it has valid reasons for doing so. CSS must announce the amendments in advance and in a suitable manner. If no objection is made by the policyholder in writing within one month of their announcement, they will be deemed to have been approved.

40 Place of performance, applicable law and place of jurisdiction

40.1 The place of performance for obligations arising from the insurance contract is the eligible claimants' place of residence in Switzerland. If not resident in Switzerland, the place of performance is at the head office of CSS.

40.2 These GIC are governed by Swiss law.

40.3 If legal disputes arise from this insurance contract, action may be taken against CSS at the court with jurisdiction at the insured person's place of residence in Switzerland, or in Lucerne. If the insured person lives abroad, Lucerne is the exclusive place of jurisdiction.