

# Global Business Traveller

## CSS insurance for business travel

### General Insurance Conditions (AVB) Version 06.2009

The male pronoun used in this text also applies to females.

#### Table of contents

<b>I</b>	<b>Bases</b>	<b>2</b>	<b>VI</b>	<b>Luggage insurance</b>	<b>5</b>
Art. 1	Content of contract	2	Art. 23	Object of the insurance	5
Art. 2	Basis for contract	2	Art. 24	Insured risks and loss	5
Art. 3	Insured persons	2	Art. 25	Non-insured property and costs	5
Art. 4	Policyholder	2	Art. 26	Exclusions	5
Art. 5	Companies included in the insurance	2	Art. 27	Insurance benefits	5
Art. 6	Territorial validity	2	Art. 28	Retention fee	6
			Art. 29	Definitions	6
<b>II</b>	<b>Beginning and end</b>	<b>2</b>	<b>VII</b>	<b>Cancellation cost insurance</b>	<b>6</b>
Art. 7	Insurance contract	2	Art. 30	Beginning and term of insurance	6
Art. 8	Term of insurance cover	2	Art. 31	Insured costs	6
Art. 9	Termination in the event of a claim	2	Art. 32	Entitlement to a claim	6
			Art. 33	Exclusions	6
<b>III</b>	<b>Premiums</b>	<b>2</b>	<b>VIII</b>	<b>Obligations</b>	<b>6</b>
Art. 10	Premium payment	2	Art. 34	Notification of loss	6
Art. 11	Premium statement	3	Art. 35	Obligations of the policyholder and the insured person	6
Art. 12	Change in premiums	3	Art. 36	Cooperation in investigations	6
Art. 13	Arrears	3			
Art. 14	No-claims discount	3	<b>IX</b>	<b>Final provisions</b>	<b>7</b>
			Art. 37	Coordination of benefits with other insurance carriers and /or liable third parties / secondary liability	7
<b>IV</b>	<b>Medical costs and personal assistance insurance</b>	<b>3</b>	Art. 38	Assigning and pledging claims, and other agreements	7
Art. 15	Benefits of medical costs insurance	3	Art. 39	Notifications	7
Art. 16	Benefits of personal assistance insurance	3	Art. 40	Place of jurisdiction	7
Art. 17	Exclusions	4	Art. 41	Administering and processing information	7
Art. 18	Benefit period	4			
<b>V</b>	<b>Death and disability lump sum</b>	<b>4</b>			
Art. 19	Scope of insurance	4			
Art. 20	Exclusions	4			
Art. 21	Death lump sum	4			
Art. 22	Disability lump sum	4			

## I Bases

---

### Art. 1 Content of contract

The content of the insurance contract concerns business travel insurance for employees. The insured benefits are indicated in the policy. The contract is concluded between CSS Versicherung AG (hereinafter CSS) and the policyholder.

### Art. 2 Basis for contract

2.1 The contract is based on the following:

- a) the policy and addenda if any;
- b) the information the policyholder or insured person provides in the insurance application or health declaration;
- c) the General Insurance Conditions on which the policy is based;
- d) any supplementary conditions (ZB) that may apply;
- e) special arrangements or agreements, provided the insurer has confirmed that such are deemed to be Special Insurance Conditions (BB) in the policy;
- f) the Federal Insurance Contract Act (VVG) of 2 April 1908;
- g) the Ordinance on the Legal Protection Insurance of 18 November 1992 applies in addition to Legal Protection Insurance.

In addition, Swiss law applies.

2.2 Any references to the UVG in the AVB refer to the Federal Law on Accident Insurance (UVG) of 20 March 1981 and its ordinances.

2.3 Any references to the KVG in the AVB refer to the Swiss Federal Health Insurance Act (UVG) of 18 March 1994 and its ordinances.

### Art. 3 Insured persons

3.1 The insurance covers persons or groups included in the policy who are actively employed by the insured company (as defined by the Federal Law on Old-Age and Survivors' Insurance (AHV)).

3.2 Employers, self-employed persons and their family members working in the company are insured, provided they are shown by name in the policy.

### Art. 4 Policyholder

The policyholder is the natural person or legal entity that concludes the insurance contract.

### Art. 5 Companies included in the insurance

Companies included in the insurance are the policyholder's main place of business and any subsidiaries, branches and affiliates shown in the policy.

### Art. 6 Territorial validity

The insurance is valid outside of Switzerland and the Principality of Liechtenstein while the person travels on business in the areas defined in the policy. In the case of air travel the insurance ceases or commences respectively on passing through Swiss airport customs. Luggage insurance is valid worldwide while the insured person is away from his legal domicile.

## II Beginning and end

---

### Art. 7 Insurance contract

#### 7.1 Beginning of contract

The insurance contract begins on the date mentioned in the policy or in the written confirmation of acceptance by CSS.

#### 7.2 Term

The insurance contract is concluded for the term defined in the policy. On expiry of this period, the contract extends automatically for one year at a time unless a contracting party gives written notice at least 3 months before it ends. The insurance year corresponds to the calendar year.

#### 7.3 End

The insurance contract ends

- a) on termination;
- b) if the policyholder goes bankrupt;
- c) if the company domicile or registered place of business is moved abroad;
- d) if the insured company goes out of business;
- e) on the date when ownership changes.

### Art. 8 Term of insurance cover

8.1 The insurance cover goes into force on the day when the insured person starts on a business trip.

8.2 Insurance cover for the insured person ends when

- a) the business trip ends;
- b) the insurance contract ends in accordance with Art. 7.3;
- c) he reaches the age of 70.

8.3 Insurance cover applies for a maximum of 21 days during a private holiday for which the insured person extends his stay immediately prior to or after the business trip, provided this complies with a Special Insurance Condition (BB).

### Art. 9 Termination in the event of a claim

9.1 After every claim for which the insurer pays benefits, the policyholder has the right to terminate the insurance contract by giving written notice at the latest 14 days after he becomes aware of the payment. The insurance contract and insurance cover end when CSS receives the notice.

9.2 After every claim for which the insurer pays benefits, CSS has the right to terminate the contract by giving written notice at the latest 14 days after the last instalment is paid. In this case insurance cover ends 14 days after the policyholder receives notice of termination from CSS.

## III Premiums

---

### Art. 10 Premium payment

10.1 The premium is defined in the contract for each insurance year and is due on the date shown in the policy or on the premium invoice. In case an instalment plan is in effect, the unpaid portion of an annual premium remains due. Partial premiums may change depending on the contractually agreed mode of payment.

10.2 If the contract is cancelled for a legal or contractual reason before the insurance year ends, CSS will refund premiums paid in advance for the unused insurance period and not request payment of instalments due at a later date.

10.3 The premium for the current insurance year is due in full if the contract was in effect for less than one year at the time of termination and the policyholder terminated it.

#### **Art. 11 Premium statement**

- 11.1 At the beginning of the insurance year an initial premium will be invoiced based on the provisionally agreed number of business travel days per year. The definite premium will be calculated annually at the end of the insurance year or on termination of the contract, based on information the policyholder provides about the actual number of days of business travel. To this end the policyholder receives a declaration form from CSS.
- 11.2 To verify the information, CSS can inspect all relevant documents itself or have a third party review them.
- 11.3 Premiums to be refunded or paid in addition are due on receipt of the statement.
- 11.4 If the policyholder fails to provide CSS with the information it needs to calculate the definite premium by the given deadline, CSS will estimate the premium. The policyholder has the right to object to the estimated premium within 30 days after having been notified. Unless CSS receives the objection before the deadline, the estimated premium is deemed to have been accepted.

#### **Art. 12 Change in premiums**

- 12.1 The risk and premium calculation can change based on the claims experience and in accordance with the criteria laid out in Art. 12.2. CSS can subsequently change the premium for the following insurance year. To this end CSS must inform the policyholder about the new premium rates at the latest 30 days before they come into effect. If the policyholder does not agree to the new premium rates, he can terminate the contract to the end of the current insurance year. CSS must receive the written notice of termination no later than on the last day of the current insurance year. In the absence of a reply, the premium change applies.
- 12.2 If the premium is changed in accordance with Art. 12.1, the following criteria apply in particular: Premiums collected, benefits paid, frequency of claims, reserves required for settling pending claims, individual agreements on cover and type of benefits, future outlook for the portfolio of insured persons.

#### **Art. 13 Arrears**

- 13.1 The policyholder owes the premiums. If the premium, or partial premium, is not paid on time, the policyholder will be asked by registered letter to pay the amount due within 14 days of the stamp date of the reminder. If the amount, including reminder fees, is not paid by this statutory deadline, CSS's obligation to pay benefits rests once the deadline passes.
- 13.2 CSS does not pay benefits for new loss events that occur while cover is suspended.
- 13.3 Cover is reinstated one day after all outstanding premiums, interest, and reminder and collection fees from this contract are paid in full.
- 13.4 CSS can take legal action to collect the premium in arrears and the reminder fees two months after the payment deadline ends. If CSS does not make use of this right, it can withdraw from the contract and waive the outstanding premiums.

#### **Art. 14 No-claims discount**

- 14.1 On expiry of a complete observation period with no claims, a 10% no-claims discount is granted on the net premium for the following year. The discount is applied directly to the premium.
- 14.2 A 25% no-claims discount is granted on the net premium for the following year after two complete consecutive observation periods end without a claim.
- 14.3 However, if a claim is brought during an observation pe-

riod for which the insurer pays benefits, the no-claims discount is cancelled in the insurance year following the observation period.

- 14.4 The complete observation period starts on 1 October and ends on 30 September of the following year.
- 14.5 If a claim is without effect or the policyholder repays all indemnities received from CSS within 30 days of being notified that the claim has been settled, the claim will be considered to have been cancelled.

## **IV Medical costs and personal assistance insurance**

---

#### **Art. 15 Benefits of medical costs insurance**

- 15.1 CSS assumes the following costs supplementary to those of a social insurance plan (e.g. UVG, KVG) in connection with illness, accident, and premature birth while the person is abroad, provided this is indicated in the policy:
- medical treatment;
  - recognised therapies;
  - medication;
  - analyses;
  - chiropractic treatment;
  - inpatient hospital treatment, private ward;
  - dental treatment after an accident;
  - home care.
- 15.2 Additionally, CSS also accepts the cost of any retention fee, deductible or deduction made during a stay in a medical facility of a social insurer, private insurer, or supplementary health insurance provider with an obligation to pay benefits as long as this is not expressly forbidden by law (for example, cost participation in accordance with Art. 64, para. 8 KVG may not be insured).

#### **Art. 16 Benefits of personal assistance insurance**

- 16.1 Provided this is indicated in the policy, CSS accepts the cost per case of the following benefits as arranged by the CSS Assistance Centre when an insured person falls critically ill, has a serious accident, or dies:
- a) Medically necessary rescue operations and transport up to CHF 50,000;
  - b) Search operations to rescue or recover the insured person, up to CHF 40,000;
  - c) Repatriation to the residence or to a hospital in Switzerland if medically prescribed, up to CHF 50,000;
  - d) Repatriation of the person's remains, up to CHF 30,000;
  - e) If the insured person notices during a business trip that vital medication is missing, CSS pays the cost of sending it (excluding the cost of the medication);
  - f) Refundable advance payment of up to CHF 20,000 if an insured person needs medical treatment or must be hospitalised while abroad;
  - g) Costs of up to CHF 5,000 for a single visit to a hospital, if a period of hospitalisation abroad lasts more than 14 days and persons close to the insured person would like to visit;
  - h) Additional travel costs of up to CHF 5,000 in the case of early or delayed return because
    - someone close to the insured person becomes seriously ill, suffers a serious injury, or dies;
    - the insured person is unable to start the return trip as scheduled because he is hospitalised;
    - the insured person's property at his domicile is seriously damaged as a consequence of theft, fire, water, or damage by natural forces;
    - strikes, epidemics or cancellations of public transport make it impossible for the insured person to continue the scheduled trip within 72 hours. Additional

costs incurred through diversions and delays are not covered.

Personal assistance insurance does not cover claims for expenditure for unused parts of a stay.

16.2 Benefits paid in accordance with Art. 16.1 are restricted to a total of CHF 100,000 per event.

**Art. 17 Non-insured events**

17.1 Events which had already occurred before the insurance contract was concluded, before booking the trip or departing on the journey, that were known or should have been known to the insured person.

17.2 Events in connection with epidemics, consumption of narcotics and attempts to commit suicide (including occasions when the person is incapable of sound judgement).

17.3 Events in connection with a war, revolution, rebellion, civil unrest or insurrection in which the insured person participated actively.

17.4 Events that occur while the person drives a motor vehicle without a driver's licence as required by law or pilots aeroplanes and aircraft of all types, including hang gliders, parachutes, and paragliders.

17.5 Events in connection with participation in racing, rallies, and similar types of competitive driving as well as with driving and training on racetracks.

17.6 Events in connection with changes or annulment of the programme or the course of the booked trip or holiday by the organiser or carrier, also in circumstances when such are caused by official intervention.

17.7 Events in connection with premeditated actual or attempted participation in crimes and offences.

17.8 Events in connection with ionising radiation and nuclear energy.

**Art. 18 Benefit period**

The insurance pays benefits for a maximum of 120 days after the date on which the illness or accident occurs, regardless of the planned duration of the business trip.

**V Death and disability lump sum**

**Art. 19 Scope of insurance**

19.1 The insurance covers occupational accidents, non-occupational accidents, physical injury arising from accidents or occupational illnesses in accordance with the UVG, that occur during the period of validity of the business travel insurance.

19.2 Aircraft accidents are deemed to be accidents suffered by the insured person as a passenger on civilian flights while being on board, embarking or disembarking, using a parachute to save his own life, making an emergency landing or while on the ground, if the cause of the accident relates directly to the way the aircraft was operated.

19.3 In the case of aircraft accidents, benefits in accordance with Art. 21 and Art. 22 will be doubled.

19.4 Maximum liability  
CSS's liability is limited to CHF 5 million for all insured persons who suffer an accident from the same occurrence.

**Art. 20 Non-insured events**

By extension, events that occur in accordance with Art. 17.2, 17.3, 17.4, 17.5, 17.7 and 17.8 are not insured.

**Art. 21 Death lump sum**

21.1 If the accident leads to the insured person's death, CSS pays the death lump sum defined in the policy.

21.2 CSS pays the lump sum in equal parts to  
a) the insured person's spouse; in the absence of such:

b) the registered partner as defined by the Federal Law on the Registration of Partnerships for Same-Sex Couples; in the absence of such:

c) the unmarried or non-registered, non-related natural person (also of the same gender), who shared the household with the deceased for the last five consecutive years without interruption until his death; in the absence of such:

d) the direct descendants; in the absence of such:

e) the parents of the insured person; in the absence of such:

f) the insured person's siblings.

In the absence of any survivors, CSS pays the funeral expenses not insured under the UVG up to CHF 20,000, at maximum the insured death lump sum.

21.3 Any disability lump sum already paid will be set off against the death lump sum.

**Art. 22 Disability lump sum**

22.1 If it can be assumed that the insured person remains permanently disabled as the consequence of an accident, CSS pays the disability lump sum shown in the policy. The possibility and amount of any lost earnings is irrelevant in this case. The lump sum is paid based on the degree of disability, the contractual sum insured and the selected benefit option.

22.2 If a previously impaired or damaged body part or an organ is again disabled during an accident, CSS pays the difference between the compensation amounts due under this contract based on the degrees of disability before and after the accident.

22.3 The degree of disability is binding in the following cases:

In cases of complete loss or loss of use of both arms or hands, both legs or feet	100 %
One arm or one hand and at the same time one leg or one foot	100 %
One arm at the elbow or above	70 %
One lower arm or a hand	60 %
One thumb	22 %
One index finger	14 %
Another finger	8 %
One leg at the knee or above	60 %
One leg below the knee	50 %
One foot	40 %
The sight of both eyes	100 %
The sight of one eye	30 %
The sight of one eye if that of the other eye was already fully lost before the insured event occurred	70 %
The hearing of both ears	60 %
The hearing of one ear	15 %
The hearing of one ear if that of the other ear was already fully lost before the insured event occurred	45 %

22.4 In the case of partial loss, or partial loss of use, the degree of disability is reduced proportionately.

22.5 In the case of simultaneous loss, or simultaneous loss of use, of a number of body parts, the degree of disability is calculated by adding the percentages; however, the degree of disability cannot exceed 100 %.

22.6 In cases not mentioned above, the degree of disability is calculated the same way as the degree of physical and mental impairment defined by the Federal Law on Accident Insurance (UVG).

22.7 Progressive disability indemnity  
If the disability indemnity is insured progressively and the total degree of disability does not exceed 25 %, the higher rates in the table below apply:

Disability level	Progressive compensation	Disability level	Progressive compensation
%	%	%	%
26	28	41	73
27	31	42	76
28	34	43	79
29	37	44	82
30	40	45	85
31	43	46	88
32	46	47	91
33	49	48	94
34	52	49	97
35	55	50	100
36	58	51	105
37	61	52	110
38	64	53	115
39	67	54	120
40	70	55	125
56	130	79	245
57	135	80	250
58	140	81	255
59	145	82	260
60	150	83	265
61	155	84	270
62	160	85	275
63	165	86	280
64	170	87	285
65	175	88	290
66	180	89	295
67	185	90	300
68	190	91	305
69	195	92	310
70	200	93	315
71	205	94	320
72	210	95	325
73	215	96	330
74	220	97	335
75	225	98	340
76	230	99	345
77	235	100	350
78	240		

22.8 If the insured person has reached statutory AHV retirement age at the time of the accident, CSS pays a life pension with no right to interest instead of the disability lump sum. The amount is CHF 70 per CHF 1,000 of the disability lump sum per year, paid quarterly in advance.

22.9 The benefits are paid as soon as permanent disability has been established.

## VI Luggage insurance

### Art. 23 Object of the insurance

23.1 The insurance covers the amount shown in the policy for the insured person's luggage. The sum applies per insured person and per business trip.

23.2 Luggage includes the insured person's personal effects and property that is brought along on the trip or entrusted to a carrier for shipment.

### Art. 24 Insured risks and loss

Luggage is insured for the following risks and damage:

- Theft;
- Loss or damage during transport by a carrier;
- Loss if the means of transport has an accident;
- Late delivery by a carrier.

### Art. 25 Non-insured property and costs

The insurance does not cover

- securities, bank deposit books, certificates, documents, cash and credit cards (except cash, tickets and identification papers. See Art. 27.1);
- software of all types;
- precious metals, unset gems and pearls, stamps, commercial goods, samples, works of art or collectors' items, and musical instruments;
- contact lenses, prosthetic aids, prostheses;
- all vehicles, ships, surfboards and aircraft, including accessories;
- bicycles, skis, inflatable dinghies, collapsible canoes, rubber boats and rowing boats – except when being forwarded by a carrier;
- the costs from the loss event.

### Art. 26 Non-insured loss

26.1 No cover is provided for loss or damage caused from

- wear and tear, the natural composition of the item, or the effects of temperature and climate;
- luggage that is forgotten, mislaid or lost;
- entrusted property that is stored inappropriately for its value;
- confidence tricksters.

26.2 By extension, events that occur in accordance with Art. 17.3, 17.4, 17.5, 17.7 and 17.8 are not insured.

### Art. 27 Insurance benefits

The insurance covers the following benefits up to the agreed sum insured:

- In cases of total loss the replacement value of the insured object will be reimbursed. Any collector's value will not be taken into consideration.
- For partial loss: the cost of the repair up to the benefit for total loss;
- The necessary cost of replacing a passport, identity card, driver's licence, vehicle registration and similar official papers;
- Costs of up to 20 % of the sum insured for immediate purchases or hires at the destination in case of late delivery of luggage by a carrier.
- Up to CHF 2,000 for cash and tickets in cases of bur-

- glary and robbery;
- Up to 50 % of the sum insured for the following objects or goods: jewellery, e.g., objects made of or containing precious metals, gems or pearls; furs; photographic, film, and video recordings including accessories.

#### **Art. 28 Retention fee**

In cases of loss through theft the insured person pays a retention fee of CHF 200. The fee is deducted from the indemnity.

#### **Art. 29 Definitions**

##### **29.1 Burglary**

Burglary is theft by perpetrators who use force to enter buildings or rooms in a building or to open receptacles in rooms. Using the correct keys or codes to gain entry falls under theft that is equivalent to burglary, provided the perpetrator gains possession of such through burglary or robbery. Theft from aircraft, watercraft or motor vehicles and trailers does not count as burglary irrespective of where such are located.

##### **29.2 Robbery**

Robbery is theft involving the use of threat or violence against others as well as theft when the victim is unable to resist because of death, unconsciousness or accident. This does not include theft by pickpockets and confidence tricksters.

### **VII Cancellation cost insurance**

---

#### **Art. 30 Beginning and term of the insurance**

Insurance cover comes into force when the date of the business trip becomes known. The insurance ends when the insured person sets out on the trip or takes possession of the rented property, except when benefits are due in accordance with Art. 31.3.

#### **Art. 31 Insured costs**

The insurance covers the following up to the contractual price of the package, at maximum the sum insured shown in the policy:

- 31.1 Cancellation costs owed to travel operators/hotels, organisers of courses and seminars, etc., if the insured person cannot start the trip;
- 31.2 The additional travel costs incurred and the prorated refund of unused parts of a stay (excluding cost of transport) if the insured person's departure is delayed;
- 31.3 The contractual cancellation costs owed and the prorated refund of unused parts of a stay if the insured person must end the trip before the scheduled time.
- 31.4 Costs for a later trip within 3 months if an insured person on a previously booked business trip contracts a serious illness or suffers a serious accident while abroad and is compelled to travel home or be repatriated for medical reasons.

#### **Art. 32 Entitlement to claim**

Entitlement for insurance benefits does not apply if

- a) the insured person or the accompanying person – or persons not accompanying the insured person, such as children, spouse, siblings, parents, grandparents, parents-in-law and grandchildren or, if applicable, the fiancée or life partner (this list is conclusive) – falls seriously ill, is seriously injured, or dies, or if any of the persons mentioned above experience a sudden deterioration in a chronic and medically established condition after the

insurance begins;

- b) the means of public transport used (excluding taxis) to reach the airport or station of departure in Switzerland is delayed by more than 30 minutes or fails. In the case of missed connecting flights, benefits will be paid only for periods of more than 3 hours between arrival and departure;
- c) the private means of transport used by the insured person fails because of theft or malfunction or is damaged by natural forces or fire.
- d) the insured person's property at his domicile in Switzerland is seriously damaged because of theft, water or fire damage, or natural forces;
- e) the insured person's life or property is directly endangered at the holiday destination by strikes, civil unrest of all kinds, natural disasters or epidemics;
- f) the insured person's deputy at the place of work cannot deputise for him because of an illness or accident.

#### **Art. 33 Non-insured loss**

- 33.1 By extension, events that occur in accordance with Art. 17.1, 17.2, 17.3, 17.4, 17.5, 17.7 and 17.8 are not insured.
- 33.2 The insurance does not cover costs incurred when the prescribed minimum check-in times are ignored and the trip cannot be started or continued.

### **VIII Obligations**

---

#### **Art. 34 Notification of loss**

- 34.1 If an insured event occurs, the insured person must notify the CSS Assistance Centre immediately by calling +41 58 277 77 77.
- 34.2 The CSS Assistance Centre will arrange, administer and pay for the necessary assistance.
- 34.3 CSS reimburses the cost of arrangements made by other parties only up to the amount that would have been incurred if the Assistance Centre had arranged the measures.
- 34.4 CSS must be consulted before any means of transport can be used at its expense.

#### **Art. 35 Obligations of the policyholder and the insured person**

- 35.1 The policyholder and the insured person must notify CSS immediately if an insured event occurs.
- 35.2 In a case of the insured person's death, CSS must be notified early enough so that an autopsy can be arranged at its expense before the funeral if the death could have been caused by something other than an accident.
- 35.3 In the case of luggage insurance, the insured person must notify the police or carrier about any theft, damage or loss immediately and request an official investigation into the matter.
- 35.4 CSS can reduce its benefits if the obligation to notify and other duties of conduct are culpably violated, making it more difficult to establish the amount and consequences of the loss. Benefits will not be reduced if the breach of contract is proven to have had no influence on the amount and outcome of the loss.
- 35.5 Advance payments by CSS must be repaid within 30 days after the person returns to the place of residence.

#### **Art. 36 Cooperation in investigations**

- 36.1 During enquiries relating to the insurance contract, e.g. breaches of the duty to notify, risk increases, or benefit reviews, the person responsible for notifying the insurer must cooperate with and disclose to CSS all the necessary information and documentation, obtain such from third parties for the attention of CSS, and authorise third parties

to forward the information, documentation, etc., to CSS. CSS is also entitled to make its own enquiries.

- 36.2 If the person responsible for notifying the insurer fails to comply with this request, CSS can, after granting a 4-week extension in writing, withdraw from the contract retrospectively within 2 weeks from the date when the extension ends.
- 36.3 The conditions which apply to the person responsible for notifying the insurer also apply to the policyholder, the insured person, eligible claimants and his representatives, provided they are not identical with the person responsible for notifying the insurer.

## IX Final provisions

### Art. 37 Coordination of benefits with other insurance carriers and/or liable third parties /secondary liability

- 37.1 If CSS instead of a social insurer, private insurer or liable third party pays benefits in the form of an advance, the insured person must assign to CSS any claim on third parties up to the amount in the benefits it paid and refrain from taking any action that may interfere with its right to take recourse against a third party. If it is not possible to assign benefits or if measures to obtain recourse fail, CSS will claim the benefits paid directly from the insured person.
- 37.2 The insured person must inform CSS about all social and private insurers and supplementary health insurance providers that are liable for benefits and about any liable third parties and the payments they have made.  
If the insured person wilfully or gross negligently fails to comply, CSS can refuse to pay benefits or demand repayment of benefits it has paid.
- 37.3 In the case of double or multiple insurance, CSS will prorate its benefits. The right of recourse applies to CSS proportionately with the indemnity it has paid.
- 37.4 These provisions do not apply to lump sum payments from the insurance in the event of disability or death from an accident.

### Art. 38 Assignments, pledges, and other agreements

- 38.1 Claims for insurance benefits that CSS paid may neither be assigned nor pledged without the express permission of CSS.
- 38.2 Agreements on settling amounts with other insurance carriers or liable third parties are of no consequence unless CSS has approved them in advance.

### Art. 39 Notifications

Notifications to policyholders are sent to the most recent address known to CSS. CSS must be notified of an address change within 14 days after the person relocates.

### Art. 40 Place of jurisdiction

In case of a legal dispute, the policyholder or insured person can take legal action against CSS in Lucerne or at his domicile or workplace in Switzerland.

### Art. 41 Administering and processing information

While preparing and managing contracts, CSS gains access to the following information:

- Customer data (name, address, date of birth, gender, bank details, etc.) stored in electronic customer files;
- Application data (replies to questions in application forms, health data, medical reports, information from previous insurers about the claims experience);
- Contract data (contract term, insured benefits, salary sums, etc.) stored in contract management systems and in physical policy files;

- Payment data (date of receipt of premiums, arrears, reminders, credits, etc.) stored in the debt collection database;
- Claims data (notification of claims by insured persons, investigation reports, invoices, etc.) stored in physical files and electronic systems.

This data is required to confirm and assess risks, manage the contract and process claims correctly. Data is stored in accordance with CSS regulations.

If required, data is passed on to other third parties involved, namely other participating insurers, authorities, lawyers and external experts. Data can also be passed on for the purpose of detecting or preventing insurance fraud.

With the authorisation of the applicant or insured persons, CSS can obtain and pass on relevant information from authorities, private and social insurance carriers, and also doctors and hospitals. To simplify administration and for marketing purposes (to be able to offer our customers the best choice of products and services), CSS Group companies grant each other access to customer data (to identify customers) and contract data (with the exception of application data and claims).