

Trainees and Guests

Insurance for trainees and guests

**General Insurance Conditions (AVB)
Version 01.2001**

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Part 1 Common provisions

Art. 1 Purpose of the insurance

By taking out Trainees and Guests Insurance, the policyholder can insure trainees and guests from abroad during their stay in Switzerland or at a branch in Europe.

Art. 2 Scope of the insurance

Depending on choice, the contract can include the following insurance:

- medical costs (illness, accident) Part 2
- disability and death lump sum (accident and aircraft accident) Part 3

Art. 3 Insured persons

The insurance covers the foreign guests of the policyholder during their stay, which must be shown to have been organised by the policyholder.

Art. 4 Beginning and term of the insurance

The insurance begins in each case with the arrival of the insured person in the host country and lasts until that person's departure from the host country.

The insurance expires in all cases on the date on which the visitor programme agreed in writing between the policyholder and the visitor ends.

The contract is concluded for a term of 12 months. On expiry, it is renewed for a further year at a time, unless terminated in writing at least three months before the expiry date.

Art. 5 Territorial validity of the insurance

The insurance is valid for events occurring in Europe. Europe includes the countries adjoining the Mediterranean Sea, and all states of the former Soviet Union extending to the Ural Mountains. The Principality of Liechtenstein and the enclaves of Büsingen and Campione are treated in the same way as Switzerland.

Art. 6 Premium calculation

The policyholder notifies CSS AG each year in advance of the premium invoice of the number of visitor days to be expected for the coming calendar year (number of visitors x number of days stay). CSS AG then calculates the annual gross premium using the daily premiums stated in the policy and the notified number of visitor days. CSS AG reserves the right to have the notified number of visitor days verified individually by the policyholder's HR department or to examine these itself on site at any time. If the declared number of visitor days is too low, CSS AG is entitled to charge a corresponding adjustment premium.

Art. 7 Premium payment

The premiums are shown in the policy. They are due in advance for the entire contract term indicated in the policy.

Art. 8 Change in premium

8.1 Should the premiums change during the contract term, CSS AG can demand that the contract be amended with effect from the following insurance year. To this end, it must inform the policyholder about the new contract conditions no later than 25 days before the end of the insurance year.

8.2 If the policyholder does not agree to the amended contract, the policyholder can terminate the relevant part, or the entire contract, with effect from the end of the current insurance year.

8.3 If the policyholder exercises this right, the contract termi-

nates to the extent defined by the policyholder at the end of the insurance year. To be valid, notice of termination must reach CSS AG at the latest on the last day of the insurance year. Failure to terminate the contract on the part of the policyholder is deemed as approval of the contract amendment.

Art. 9 Exclusions

9.1 CSS AG does not pay any benefits in the country in which the insured person has his place of residence.

9.2 Expenses normally incurred during the scheduled journey or stay, in particular normal ticket costs for the use of modes of transport (trains, planes, boats, taxis, etc.), are not covered.

9.3 Medical costs paid by a liable third party or for which a state or mandatory insurance is liable will not be paid by CSS AG.

9.4 CSS AG does not pay any benefits for claims in connection with:

9.4.1 Warlike events:

If a warlike event has caught the insured person by surprise while outside Switzerland, the insurance cover will only end 14 days after the outbreak of such events.

If the insured person becomes the victim of a hijacking on the other hand, CSS AG pays the full benefits, even if the aircraft is hijacked to a country that is involved in warlike events.

CSS AG does not pay benefits if the insured person becomes the victim of a hijacking which takes place more than 48 hours after the outbreak of a war/conflict,

– in which Switzerland or one of its neighbouring countries is involved;

– in which countries outside Europe are involved, unless only individual countries are involved in a war/conflict between themselves or one of them is involved in a war/conflict with a European state.

9.4.2 Commotions of any kind (unless the insured person proves that he was not involved in the commotions);

9.4.3 Participation in racing, rallies, and similar types of competitive driving or training runs using motor vehicles or motor boats;

9.4.4 Intentional commission of crimes or offences or attempt to commit such;

9.4.5 Serious drunkenness (over 1‰), misuse of drugs or medication;

9.5 Illnesses and accidents which had already occurred when the trip began or which should have been known to the insured person are not insured.

9.6 Routine examinations and treatment as an outpatient, unless such are made necessary by an acute event and are medically justified.

Art. 10 Provisions for benefits

10.1 As a rule, CSS AG settles claims directly with the policyholder.

10.2 CSS AG must be informed immediately. The costs of notification (phone, fax, telex, telegram, etc.) will be refunded to the insured person.

10.3 If a means of transport is used at the expense of CSS AG, it should be suitable for the circumstances. CSS AG must be consulted on the type of transport used. The shortest route should be chosen.

10.4 Peculiarities

– In the event of illness or accident, suitable medical treatment must be obtained as soon as possible.

– The attending doctor is to be released from the obligation to maintain patient confidentiality in respect of CSS AG. Each insured person undertakes to submit to an examination by doctors acting on behalf of CSS AG.

- In case of an insured person's death, CSS AG must be informed promptly so that a post mortem can be arranged (at the expense of CSS AG) before the funeral, if the death could be attributable to causes other than accident. The survivors who are entitled to claim benefits must agree to the post mortem, failing which CSS AG can reduce the benefits.

Art. 11 Right of the insured person to compel performance

CSS AG grants the insured person the right to compel performance.

Art. 12 Breach of duties of conduct

If the insured person wilfully neglects the duty to notify the insurer or other duties of conduct and thus influences the scope of the claim, CSS AG can refuse or reduce benefits. In particular, the obligation to pay benefits ceases if facts are falsified or withheld for the purpose of deceiving the insurer, even if the insurer is not disadvantaged.

Art. 13 Claims against third parties

If CSS AG pays benefits which the insured person would also have been able to claim from a third party, the insured person must cede these claims to CSS AG (excluding claims from the disability and death lump sum insurance).

Art. 14 Termination of the contract following a claim

- 14.1 Following each event for which CSS AG pays benefits, the contract may be terminated
- by the policyholder within 14 days of being notified of the payment,
 - by CSS AG at the latest when payment is made.
- 14.2 The insurance expires
- 14 days after the policyholder has received notice of termination from CSS AG. The premium will be refunded on a pro rata basis
 - as soon as CSS AG is in possession of the notice of termination from the policyholder. The premium will be retained by CSS AG.

Art. 15 Place of jurisdiction

The insured person or rightful claimant can take action against CSS AG at his place of residence in Switzerland or in Lucerne.

Art. 16 Additional law

The Swiss Federal Insurance Contract Act (VVG) applies in addition to these conditions.

Part 2 Conditions for the medical costs insurance

Art. 1 Benefits of the medical costs insurance

- 1.1 Per accident, aircraft accident or illness, CSS AG pays up to the sum insured indicated on the policy for:
- medical treatment, which is prescribed or administered by a doctor or chiropractor, scientifically recognised and medically necessary;
 - medically prescribed periods of hospitalisation (approval must be obtained from CSS AG for spa/recovery cures);
 - all medically prescribed services of qualified nursing staff or nursing staff provided by a medical institution for the duration of the medical treatment;
 - rental or initial purchase of mobility aids (such as crutches, supports), if such objects are medically prescribed;
 - initial purchase of prostheses, glasses, hearing aids and orthopaedic aids, if such are medically prescribed. CSS AG covers the costs of repair or replacement (new-for-old value) of these objects, provided they have been damaged or destroyed in an accident or aircraft accident that results in medical treatment;
 - rescue and search operations (in the latter case, up to max. CHF 10,000);
 - necessary transport to the nearest suitable hospital;
 - the additional costs of a medically prescribed direct return journey to the insured person's place of residence or repatriation to a hospital at the insured person's place of residence. If the insured person needs to be accompanied, CSS AG will cover the respective costs;
 - recovery and repatriation of the corpse. Furthermore, CSS AG will handle the necessary formalities;
- 1.2 In respect of each accident, excluding aircraft accidents, and each illness, the first CHF 500 must be borne by the insured person (retention fee).
- 1.3 Medical costs are reimbursed as follows for outpatient and inpatient treatment:
- a) Outpatient:
- in accordance with the customary tariffs for medical services provided by qualified and accredited doctors in the country in which the treatment takes place;
 - tariffs for private patients or foreign tariffs, which exceed the rates for general health insurance patients of Swiss doctors by more than 20%, are not recognised as customary and will only be reimbursed in accordance with the TARMED scale of the Swiss doctors.
- b) Inpatient:
- in the Swiss cantons, in accordance with the applicable tariff for the general class (multi-bed room)
 - outside Switzerland, in accordance with the applicable tariffs in the country in which treatment takes place for hospitalisation in a multi-bed room with more than two beds.

Part 3 Conditions for the disability and death lump sum insurance

Art. 1 Benefits of the disability lump sum insurance

If an insured person is likely to be permanently disabled as the result of an accident or aircraft accident, CSS AG will pay the lump sum indicated in the policy in accordance with the extent of the disability.

Extent of disability:

CSS AG pays

- a) in case of full disability, the entire lump sum indicated in the policy;
- b) in case of partial disability, the following percentages of the lump sum indicated in the policy if loss or loss of use is complete:

for an arm at the elbow or above the elbow	70 %
for a lower arm or a hand	60 %
for a thumb	20 %
for an index finger	10 %
for another finger	5 %
for a leg at the knee or above the knee	60 %
for a leg below the knee	50 %
for a foot	40 %
for the sight in both eyes	100 %
for the sight in one eye	30 %
for the sight in one eye if that of the other eye had already been completely lost at the time of the accident	70 %
for hearing in both ears	60 %
for hearing in one ear	15 %
for hearing in one ear if hearing in the other ear had already been completely lost at the time of the accident	45 %
for the sense of taste	10 %
for the sense of smell	10 %
for the spleen	10 %
for a kidney	20 %

- 1.1 if loss or loss of use is only partial: a correspondingly lower percentage
- 1.2 If more than one body part is affected as the result of an accident or aircraft accident, the percentages will be added together. However, the extent of the disability will never amount to more than 100%.
- 1.3 If the insured person was already disabled prior to the accident or aircraft accident, CSS AG will pay the difference between the lump sum arising on the basis of the previous degree of disability and the lump sum calculated on the basis of the total degree of disability.
- 1.4 If the extent of the disability cannot be determined on the basis of the principles set out above, it will be determined on the basis of the remaining impairment of bodily or mental functions and their effects exclusively on those activities and daily needs which are not work-related: in the case of children who have not yet reached age 20, however, account will be taken of the presumed effects on their future gainful employment.
- 1.5 If the insured person dies as a result of the accident or aircraft accident, CSS AG will offset the disability benefits

against the death benefits.

- 1.6 If the insured person has reached age 65 at the time of the accident or aircraft accident, CSS AG pays a lifelong pension in place of the lump sum. It amounts to CHF 93 per CHF 1,000 of disability lump sum per year, and is determined by the extent of the disability.

Art. 2 Benefits of the death lump sum insurance

- 2.1 If an insured person dies as the result of an accident or an aircraft accident, CSS AG pays the lump sum indicated on the policy to the persons designated in writing by the insured person. If the insured person has failed to name anyone, the beneficiaries of the deceased insured person are deemed to be: the spouse, in the absence of which, the children, in the absence of which the parents, in the absence of which the siblings or their descendants. In the absence of any survivors, only the funeral expenses will be reimbursed, up to the amount of the lump sum.
- 2.2 In the event of death, the sum insured for children up to age 16 is CHF 10,000, even if a higher sum is entered in the policy.

Art. 3 Accident – exclusions

- 3.1 An accident is defined as any sudden, unintentional, harmful effect of an unusual external factor on the human body.
The following bodily injuries are also classified as accidents even when not due to an unusual external effect:
 - fractures, insofar as they are not clearly attributable to illness;
 - dislocated joints;
 - torn meniscus;
 - torn muscles;
 - strained muscles;
 - ruptured tendons;
 - injured ligaments;
 - injured eardrum
- 3.2 Accidents also include
 - involuntary inhalation of gases or vapours and accidental consumption of poisonous or corrosive materials;
 - frostbite, heat-stroke, sunstroke and damage to health caused by ultraviolet rays, except sunburn;
 - drowning
- 3.3 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 are not insured.
- 3.4 If the accident is only partially the cause of death or disability, CSS AG pays only the corresponding portion of the lump sum. This portion is determined on the basis of a medical opinion.

Art. 4 Illness – uninsured illnesses

- 4.1 Illness is defined as any impairment of health suffered involuntarily by the insured person and which is not an accident or the result of an accident.
- 4.2 The following are not insured:
 - Chronic illnesses which the insured person suffers or previously suffered;
 - Burnout, exhaustion, nervous and mental disorders;
 - Pregnancy and birth;
 - Disorders of the teeth and jaw.

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