CSS Insurance

Insurance plans in accordance with the KVG

MINIMA, Daily Indemnity Insurance

Regulations
Version 01.2018

To make the provisions of the contract easier to read, the male personal pronoun is used; these designations also apply to females.

Table of contents

I	**Common provisions**	**2**
Art. 1	Validity	2
Art. 2	Membership/admission	2
Art. 3	Suspension of insurance coverage	2
Art. 4	Legal effects of signing the application form	2
Art. 5	Affiliation/change of agency	2
Art. 6	End of the insurance	2
Art. 7	Obligation to notify, provide information and cooperate	2
Art. 8	Obligation of the insured person to mitigate loss	2
Art. 9	Indemnification agreements	2
Art. 10	Refund	2
Art. 11	Offsetting	2
Art. 12	Pledging	2
Art. 13	Invoicing of co-payment	3
Art. 14	Payment of premiums and co-payments	3
Art. 15	Professional secrecy	3
Art. 16	Data protection	3
Art. 17	Procedure in case of disputes	3

II	**MINIMA Mandatory healthcare insurance with optional deductibles**	**3**
Art. 18	Principle	3
Art. 19	Options	3
Art. 20	Membership/withdrawal/change of deductible	3
Art. 21	Co-payment/maximum amount	3
Art. 22	Legal provisions	4

III	**Daily Indemnity Insurance in accordance with the KVG**	**4**
Art. 23	Principle	4
Art. 24	Terms of admission	4
Art. 25	Free passage	4
Art. 26	Accident	4
Art. 27	Scope of benefits	4
Art. 28	Beginning and end of entitlement to benefits	4
Art. 29	Benefit period	4
Art. 30	Reduction and discontinuation of benefits	4
Art. 31	Reduction of the Daily Indemnity Insurance	4

IV	**Mandatory healthcare insurance with restricted choice of service providers**	**4**
Art. 32	Restricted choice of service providers	4

V	**Final provisions**	**5**
Art. 33	Publication of Regulations	5
Art. 34	Entry into force	5

I Common provisions

Art. 1 Validity

1.1 INTRAS Kranken-Versicherung AG (hereinafter referred to as «INTRAS») issues these regulations in application of and supplementary to the legal provisions. The regulations are not exhaustive. The Federal Health Insurance Act of 18 March 1994 (KVG) is applicable, as are the Federal Act on General Aspects of Social Security Law of 6 October 2000 (ATSG) and the corresponding administrative provisions.

1.2 These regulations apply to the insurance plans offered by INTRAS in accordance with the KVG.

Art. 2 Membership/admission

2.1 Application for admission to the insurance must be made in writing on the form issued by INTRAS. Applications for individuals who lack legal competence should be signed by their legal representative. The questions posed must be answered completely and truthfully.

2.2 Before completing the application form, the applicant can examine the regulations issued by INTRAS.

2.3 The insurance begins on the date agreed upon.

Art. 3 Suspension insurance coverage

3.1 An insured person who is insured under a mandatory insurance plan for occupational and non-occupational accidents can request the suspension of accident cover in return for a reduction in premium. The premium will be reduced at the beginning of the month following that in which application is made.

3.2 An insured person is exempt from paying premiums for mandatory healthcare insurance from the date on which they become subject to military insurance for the days they are actually subject to that insurance, providing they notify INTRAS of their being subject to military insurance at least eight weeks before it begins, and remain subject to that insurance for longer than 60 consecutive days.

Art. 4 Legal effects of signing the application form

4.1 By signing the application form, the applicant acknowledges these regulations and the rates/tariffs of INTRAS.

4.2 Premiums are owed on a pro-rata basis from the beginning of insurance cover (birth or taking up residence in Switzerland).

Art. 5 Affiliation/change of agency

5.1 The insured person is allocated to the agency responsible for his place of residence. In exceptional cases, the insured person can be allocated to another agency; in any case, premiums will be paid at the applicable rate for the place of residence.

5.2 INTRAS must be informed of any change of residence within two weeks.

5.3 If the change of residence leads to a change of agency, this change takes place at the beginning of the following calendar month.

5.4 A planned temporary change of residence of a maximum of 12 months does not lead to a change of agency.

5.5. A change of place of residence does not constitute grounds for termination. Even if the move to another premium region leads to a change in premium, this does not constitute grounds for terminating the insurance before the end of the policy period.

Art. 6 End of insurance

6.1 The insured person can change from INTRAS to another insurer at the end of a calendar semester by notifying INTRAS in writing, subject to a three-month period of notice. After receiving notice of the new premium, the insured person may change to another insurer at the end of the month prior to that in which the new premium takes effect, subject to a one-month period of notice.

6.2 When the insured person leaves INTRAS, both the insurance cover and any entitlement to benefits end.

6.3 The insured person withdrawing from the insurance must pay the premiums, outstanding co-payments and expenses due up to the end of the insurance. He is also under obligation to refund any benefits which have been obtained wrongfully.

6.4 Premiums are owed on a pro-rata basis in the event of the insured person moving abroad, or their death.

Art. 7 Obligation to notify, provide information and cooperate

7.1 If the insured person wishes to claim benefits, he must notify INTRAS accordingly.

7.2 The insured person must provide INTRAS with all the information, including appropriate documentation, necessary to clarify an entitlement to benefits and to determine the benefits due, and to this end authorises INTRAS to inspect the files of other insurers or authorities.

7.3 The insured person must submit decisions and rulings on pensions of other social insurers to INTRAS without being asked to do so, in so far as these may affect INTRAS's obligation to pay benefits.

7.4 In cases involving illness and accident, the insured person undertakes to supply information to INTRAS about claims and remuneration from other sources, such as insurance benefits, salary, benefits in lieu of income, pensions, etc., without being asked to do so.

7.5 If requested to do so by INTRAS, the insured person must register with other social insurers.

7.6 The insured person undertakes to provide INTRAS with the details of a bank or postal account so that benefits can be refunded by bank transfer. Otherwise, INTRAS is entitled to charge a fee of CHF 20 for expenses for each benefit refund.

Art. 8 Obligation of the insured person to mitigate loss

When an accident occurs, the insured person must do everything in his power to aid his recovery and refrain from doing anything that would delay it. With respect to treatment, the insured person must follow the instructions of the accredited service provider.

Art. 9 Indemnification agreements

In cases where INTRAS has an obligation to pay benefits, the insured person must inform INTRAS about any agreements with a liable third party in which the insured person waives, in whole or in part, the right to insurance benefits or to compensation.

Art. 10 Refund

Benefits which are wrongfully claimed by the insured person must be repaid to INTRAS. If the insured person made claims in good faith and is in a situation of extreme hardship, the obligation to refund benefits will not be enforced.

Art. 11 Offsetting

INTRAS may offset demands due and owing to the insured person against benefits due. The insurer person may not offset insurance benefits against premiums or cost participations for which a reminder has been sent. The insured person has no right to offset payments with respect to INTRAS.

Art. 12 Pledging

The insured person may not pledge his claims against INTRAS to third parties. INTRAS regards such agreements as null and void.

Art. 13 Invoicing of co-payment

If INTRAS is responsible for payment, the insured person's regular deductible will be invoiced along with the retention fee when a case of illness is settled. If higher deductibles are involved, the insured person is generally responsible for payment; agreements to the contrary concluded by INTRAS with third parties and the provisions of the KVG with respect to the Agreement on the Free Movement of Persons between Switzerland and the EU/EFTA remain reserved.

Art. 14 Payment of premiums and co-payments

14.1 The insured person undertakes to pay in advance the premiums corresponding to his insurance and the group he is allocated to, as indicated in the policy.

14.2 Expenses incurred by INTRAS for reminders and debt collection are charged to the insured person.

14.3 If the insured person has not paid his debts on expiry of the due date for payment, he will be sent a written reminder notifying him of the consequences of non-payment; a new date for payment will be set after which debt collection procedures may be initiated.

14.4 The provisions of the KVG remain reserved with respect to the Agreement on the Free Movement of Persons between Switzerland and the EU/EFTA.

14.5 Premiums and co-payments will be invoiced by INTRAS in Swiss francs.

Art. 15 Professional secrecy

All Intras employees are obliged to maintain complete professional confidentiality (Art. 33 ATSG).

Art. 16 Data protection

Data protection is based on the KVG, the ATSG and the Federal Data Protection Act of 19 June 1992.

Art. 17 Procedure in case of disputes

17.1 Should an insured person or an insurance applicant disagree with a decision made by INTRAS, INTRAS will issue the decision in writing within 30 days, setting out its reasons and providing information about the right of appeal and the deadline for appeal.

17.2 An appeal against such a decision issued by INTRAS can be lodged within 30 days of receipt at the head office of INTRAS. An administrative appeal can be made against INTRAS's ruling on the objection and should be lodged within 30 days of receipt of the ruling with the cantonal insurance court. The competent insurance court is the insurance court of the canton in which the insured person, the applicant or the third party who has appealed against the decision was resident when the appeal was lodged.

17.3 The decision or the ruling on the appeal becomes final and absolute if no appeal is made within the given deadline, or when a final decision or judgement becomes available.

II MINIMA Mandatory healthcare insurance with optional deductibles

Art. 18 Principle

18.1 INTRAS operates the MINIMA insurance with optional deductibles as a special form of insurance.

18.2 The benefits of this insurance generally correspond to those of the mandatory healthcare insurance.

Art. 19 Options

19.1 The insured person can choose an annual deductible that is higher than the regular deductible so as to benefit from the discounts provided for in the KVG.

Optional deductibles and premium reductions:

Adults:

Selectable deductible	Max. premium reduction per year
CHF 500	CHF 140
CHF 1,000	CHF 490
CHF 1,500	CHF 840
CHF 2,000	CHF 1,190
CHF 2,500	CHF 1,540

Children:

Selectable deductible	Max. premium reduction per year
CHF 100	CHF 70
CHF 200	CHF 140
CHF 300	CHF 210
CHF 400	CHF 280
CHF 500	CHF 350
CHF 600	CHF 420

19.2 The amount of the deductible is indicated in the policy.

19.3 The premium reduction is calculated on the basis of the premium applicable for the insured person in question for the mandatory healthcare insurance.

Art. 20 Membership/withdrawal/change of deductible

20.1 The insurance with optional deductibles is available to all insured persons with the exception of those who are resident in an EU or EFTA member state. Insured persons may only choose a higher deductible at the beginning of a calendar year.

20.2 Change to a lower deductible, another form of insurance or another insurer is permissible at the earliest one year after admission to the insurance with optional deductibles, with effect from the end of the given calendar year, subject to the period of notice stipulated in Art. 7 paras. 1 and 2 KVG.

Art. 21 Co-payment/maximum amount

21.1 In addition to the fixed annual contribution (deductible), insured persons participate in the cost of benefits they receive to the same extent as an insured person who has mandatory healthcare insurance (retention fee on the costs in excess of the deductible/daily contribution to the cost of hospitalisation).

21.2 The maximum co-payments (deductible and retention fee) for families with more than one child are as follows:

Deductible	Co-payment per child	Max. co-payment; more than one child
CHF 0	CHF 350	CHF 700
CHF 100	CHF 450	CHF 900
CHF 200	CHF 550	CHF 1,100
CHF 300	CHF 650	CHF 1,300
CHF 400	CHF 750	CHF 1,500
CHF 500	CHF 850	CHF 1,700
CHF 600	CHF 950	CHF 1,900

21.3 If a number of children in a family are insured with INTRAS, the co-payment per calendar year is limited to twice the maximum amount for each child (deductible plus retention fee).

21.4 If different deductibles are chosen for children within a family, the maximum amount of co-payment (deductible and retention fee) per calendar year is calculated on the basis of the lowest deductible chosen.

21.5 If treatment takes place in an EU or EFTA state, the rules pertaining to co-payments of the respective state apply.

Art. 22 Legal provisions

The KVG and the ATSG and the corresponding administrative provisions are applicable to the insurance with optional deductibles.

III Daily Indemnity Insurance in accordance with the KVG

Art. 23 Principle

23.1 INTRAS provides voluntary Daily Indemnity Insurance in accordance with the KVG. The maximum amount of Daily Indemnity Insurance is CHF 10 per day.

23.2 The maximum insurable amount is not limited in the case of insured persons who took out Daily Indemnity Insurance in accordance the KVG with INTRAS before 1 January 1997, subject to any overinsurance.

Art. 24 Terms of admission

24.1 Any person who is resident or gainfully employed in Switzerland, aged 15 or more, but not older than 65, can take out Daily Indemnity Insurance for up to the maximum amount specified.

24.2 INTRAS can request the applicant to supply a medical certificate providing information about his state of health. If the applicant does not submit the medical certificate within two months, the insurance application will be regarded as null and void.

24.3 INTRAS can exclude illnesses that exist at the time of admission by means of a reservation clause. The same applies to illnesses suffered in the past, if experience shows a relapse is possible. The reservation on the insurance becomes null and void after five years at the latest. Prior to the expiry of this period, the insured person can provide evidence showing that the reservation is no longer justified.

24.4 In the case of increases in insurance, the terms of admission apply (age limit, insurance reservation) by analogy.

Art. 25 Free passage

25.1 INTRAS grants the right of free passage within the framework of the legal provisions.

25.2 The insured person must exercise the right of free passage within three months of receiving notification from the previous insurer.

25.3 The daily indemnity payments claimed from the previous insurer will be factored in when calculating the duration of entitlement to benefits.

Art. 26 Accident

Accident cover can be included in the Daily Indemnity Insurance. Exclusion of accident cover can be requested in writing by the insured person.

Art. 27 Scope of benefits

27.1 Entitlement to a daily indemnity exists if a person with the authority to do so confirms full work incapacity in writing. However, if the period of work incapacity lasts only two days no daily indemnity will be paid.

27.2 Partial work incapacity of at least 50% gives entitlement to a daily indemnity which is reduced correspondingly.

27.3 In cases where treatment takes place outside the area where INTRAS offers services, entitlement to a daily indemnity only exists if the insured person stays at a hospital or in a medically supervised spa. This does not apply to insured persons under para. 14.4. The provisions of the Agreement on the Free Movement of Persons between Switzerland and the EU/EFTA remain reserved in this respect.

27.4 Unless otherwise stated in the provisions of the contract, INTRAS pays no costs for medical certificates to confirm work incapacity on the part of the insured person.

27.5 In all other respects, the legal provisions are deemed to apply.

Art. 28 Beginning and end of entitlement to benefits

28.1 Entitlement to the daily indemnity begins on the second day on which work incapacity is confirmed. If notification of the illness takes place on the third day after treatment begins, entitlement to benefits begins on the day notification is received, unless the delay was caused through no fault of the insured person. In cases of hospitalisation, entitlement begins on the day of admission to hospital.

28.2 The daily indemnity will be paid out until the last day on which work incapacity is confirmed.

Art. 29 Benefit period

29.1 The daily indemnity will be paid for one or more illnesses for 720 days within a period of 900 consecutive days.

29.2 The insured person may not attempt to postpone the exhaustion of benefits by waiving the daily indemnity before the confirmed period of work incapacity ends.

Art. 30 Reduction and discontinuation of benefits

Benefits may be temporarily or permanently reduced or refused entirely in serious cases if the insured person:

a) has wilfully caused or aggravated the insured event or has done the same by committing crimes or offences.
b) deprives himself of reasonable treatment or refuses such treatment or does not make reasonable efforts of his own to ensure recovery. In such a case, the insured person shall be issued a written warning in advance stating that benefits will be reduced and/or refused entirely.

Art. 31 Reduction of the Daily Indemnity Insurance

31.1 A reduction in the insurance can be requested in writing at any time with effect from the end of any month.

31.2 The Daily Indemnity Insurance ends at the end of the calendar month in which the insured person attains the age of 65.

IV Mandatory healthcare insurance with restricted choice of service providers

Art. 32 Restricted choice of service providers

Additional Special Conditions (SB) and regulations exist for insurance plans with a restricted choice of service provider.

V Final provisions

Art. 33 Publication of Regulations

Further information and binding notifications, such as changes to the present Regulations, are published on the insurer's website, as well as in the CSS Magazine.

These Regulations are publishing on the website and available from agencies.

Art. 34 Entry into force

These regulations enter into force on 1 January 2018.

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

Form. 2401e-08.17-bibu

CSS
Insurance