

# myFlex Hospitalisation Insurance

Supplementary Health Insurance according to the VVG

## Supplementary Conditions (ZB) Version 01.2009

The following Supplementary Conditions (ZB) are based on the General Insurance Conditions (AVB) for Supplementary Health Insurance according to the VVG of CSS Versicherung AG (hereinafter referred to as "CSS"), other than where the provisions of the ZB differ from those of the AVB.

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**1 Terms of admission**

- 1.1 myFlex Hospitalisation Insurance offers the insured person the choice of three categories of insurance, "Economy", "Balance" or "Premium".
- 1.2 Both the conclusion of the initial contract for myFlex Hospitalisation Insurance and any change from a lower category of benefits to a higher category are expressly subject to the submission of a health declaration and will occur only after the health declaration has been checked and accepted by CSS.
- 1.3 Newborn babies are insured without reserve from the day of birth in the "Economy" category only, provided the signed insurance application is received by CSS at the latest 30 days after the birth.
- 1.4 Insurance cover for the consequences of accidents may be excluded. The insured person who excludes accident cover may at any time, on submission of a health declaration, apply for accident cover to be reinstated or included. Reinstatement or inclusion of accident cover will only be granted after the health declaration has been checked and accepted by CSS.

- 1.5 Insurance cover for maternity (all benefits listed in paragraph 2) may be excluded. The insured person may apply for cover to be reactivated or included at any time. In this case, the qualifying period for benefits of 365 days also applies (cf. para. 2.9).

**2 Insured benefits**

When an insured event occurs, CSS provides the following benefits in addition to and subsidiary to the benefits from other social insurances, in particular those from the mandatory healthcare insurance in accordance with the Federal Health Insurance Act (KVG) and/or the accident insurance in accordance with the Federal Accident Insurance Act (UVG). The scope of benefits in each case for the chosen category of insurance is set out in the following table.

	Economy	Balance	Premium
2.1 Territorial validity	<p><b>Cover throughout Switzerland for elective treatment, worldwide cover for emergency treatment:</b> CSS pays all benefits for diagnostic examinations and medical treatment. During stays abroad, benefits are limited to the acute phase of illnesses if it is unreasonable to expect the insured person to return to Switzerland immediately.</p>		<p><b>Worldwide cover for elective and emergency treatment:</b> CSS pays all benefits for diagnostic examinations and medical treatment. CSS pays a maximum of CHF 500,000 per calendar year for elective treatment abroad.</p>
<p>If it is not possible to ascertain which ward the insured person was treated in on the basis of the paperwork and receipts submitted, CSS pays benefits commensurate with those for a private ward at the insured person's place of residence in Switzerland, including co-payments as agreed in the contract.</p>			
2.2 Free choice of ward (general, semi-private, private) for inpatient treatment	<p><b>Prior to admission</b> for inpatient treatment, the insured person can <b>choose which ward (general, semi-private, or private) he wishes to be treated or accommodated in.</b> He then pays the respective annual co-payment indicated in the policy.</p>		
2.3 Hospital inpatient	<p>CSS pays the treatment costs and cost of accommodation for hospitalisation as an inpatient in the general, semi-private or private ward of hospitals <b>acknowledged as service providers in accordance with para. 9 AVB on the date of treatment.</b></p>		<p>CSS pays the treatment costs and cost of accommodation for hospitalisation as an inpatient in the general, semi-private or private ward of <b>hospitals.</b></p>
<p>If treatment is planned in advance (elective treatment) a commitment to provide cover must be obtained from CSS for both the service provider and the ward chosen, at the latest on admission to the service provider's facility. If no commitment to provide cover is obtained prior to admission, no costs will be refunded. In emergencies, a commitment to provide cover must be obtained without delay from CSS for both the service provider and the ward chosen.</p>			
2.4 Hospital outpatient	<p>CSS pays the treatment costs and cost of accommodation for hospitalisation as an outpatient or semi-inpatient in the hospitals acknowledged as service providers for inpatient services (para. 2.3) only if the insured person has no other supplementary CSS insurance for outpatient costs and the outpatient treatment serves to avoid or cut short a period of inpatient hospitalisation which is insured, however only up to 90% of the maximum amount for inpatient hospitalisation in accordance with the recognised (reference) tariff of the KVG.</p>		

	Economy	Balance	Premium
2.5 Inpatient rehabilitation	CSS pays the treatment costs and cost of accommodation for inpatient rehabilitation in the general, semi-private or private ward of rehabilitation clinics <b>acknowledged as service providers in accordance with para. 9 AVB on the date of treatment.</b>		CSS pays the treatment costs and cost of accommodation for inpatient rehabilitation in the general, semi-private or private ward of <b>rehabilitation clinics.</b>
	For a maximum of <b>60 days per calendar year</b>	For a maximum of <b>90 days per calendar year</b>	<b>No limit</b>
2.6 Outpatient rehabilitation	CSS pays the treatment costs and cost of accommodation for hospitalisation as an outpatient or semi-inpatient in the rehabilitation clinics acknowledged as service providers for inpatient services (para. 2.5) only if the insured person has no other supplementary CSS insurance for outpatient costs and the outpatient treatment serves to avoid or cut short a period of inpatient rehabilitation which is insured, however only up to 90% of the maximum amount for inpatient rehabilitation in accordance with the recognised (reference) tariff of the KVG.		
	For a maximum of <b>60 days per calendar year</b>	For a maximum of <b>90 days per calendar year</b>	<b>No limit</b>
2.7 Inpatient psychiatry	CSS pays the treatment costs and cost of accommodation for hospitalisation as an inpatient in the general, semi-private or private ward of psychiatric clinics <b>acknowledged as service providers in accordance with para. 9 AVB on the date of treatment.</b>  A condition for inpatient treatment is that hospitalisation is necessary (the patient requires treatment in a hospital environment, i.e. diagnostic and therapeutic procedures are only possible in hospital because of the equipment and staff required). Long-term hospitalisation in psychiatric day clinics and night clinics will not be paid for by this insurance if hospitalisation is not necessary.		CSS pays the treatments costs and cost of accommodation for hospitalisation as an inpatient in the general, semi-private or private ward of <b>psychiatric clinics.</b>  A condition for inpatient treatment is that hospitalisation is necessary (the patient requires treatment in a hospital environment, i.e. diagnostic and therapeutic procedures are only possible in hospital because of the equipment and staff required). Long-term hospitalisation in psychiatric day clinics and night clinics will not be paid for by this insurance if hospitalisation is not necessary.
	For a maximum of <b>60 days per calendar year</b>	For a maximum of <b>90 days per calendar year</b>	For a maximum of <b>180 days per calendar year</b>
2.8 Spa treatments and recovery cures	<b>Spa treatments:</b> If the insured person has had substantial prior treatment of the postural and musculoskeletal systems because of an illness, the cure takes place in a spa under medical supervision recognised by CSS, lasts a minimum of two weeks, includes balneotherapy and physical treatment and is medically supervised by the spa doctor.  <b>Recovery cures:</b> After hospitalisation in a convalescent home recognised by CSS.		
	For spa treatments and recovery cures combined: maximum <b>CHF 20 per day</b> , up to a maximum of <b>CHF 500 per calendar year</b>	For spa treatments and recovery cures combined: maximum <b>CHF 80 per day</b> , up to a maximum of <b>CHF 2,000 per calendar year</b>	For spa treatments and recovery cures combined: maximum <b>CHF 160 per day</b> , up to a maximum of <b>CHF 4,000 per calendar year</b>
2.9 Maternity	For maternity, CSS provides benefits as shown below after expiry of a qualifying period of 365 days from the beginning of the insurance and if maternity benefits are not excluded from the insurance: a) the same benefits as for illness. b) the costs for an inpatient birth at a birth centre on the cantonal hospital list, corresponding to the amount paid for hospitalisation for childbirth (taking into account the respective co-payment).		

	Economy	Balance	Premium
2.9 Maternity (continued)	c) for an inpatient birth at a birth centre not on the cantonal hospital list, CSS pays a one-off maximum contribution of CHF 1,000 without requiring receipts (also applies to multiple births). If the entire period of recovery takes place at the birth centre, but not the actual birth, a one-off maximum contribution of CHF 500 will be paid without requiring receipts.	c) at a birth centre not on the cantonal hospital list, CSS pays the full costs of accommodation for an inpatient birth on being provided with receipts for the actual costs. If the entire period of recovery takes place at the birth centre, but not the actual birth, a maximum of 50 % of the receipted costs will be paid.	
	d) for an outpatient birth at a birth centre or at home, CSS pays the following one-off maximum contribution without requiring receipts (also applies in the case of multiple births). These benefits cannot be accumulated.		
	CHF 1,000 per birth	CHF 1,500 per birth	CHF 2,000 per birth
2.10 Newborn babies	a) CSS refunds the <b>cost of accommodation and for initial medical examination</b> of a <b>healthy newborn baby</b> according to the tariff recognised under the KVG while the mother is hospitalised, provided the newborn is insured from birth at least in the "Economy" category of this CSS myFlex Hospitalisation Insurance.		
	CSS provides these benefits for a maximum of <b>10 days after the birth</b>	CSS provides these benefits for a maximum of <b>30 days after the birth</b>	CSS provides these benefits for a maximum of <b>60 days after the birth</b>
	b) No benefits are paid for the cost of caring for a healthy newborn baby insured with CSS <b>if the mother is re-hospitalised</b> .	b) A maximum of <b>CHF 100 per day</b> is paid by CSS for the cost of caring for a healthy newborn baby insured with CSS <b>if the mother is re-hospitalised</b> within <b>10 weeks of the birth</b> .	b) CSS pays <b>all the costs</b> of caring for a healthy newborn baby insured with CSS <b>if the mother is re-hospitalised</b> within <b>10 weeks of the birth</b> .
2.11 Rooming-In	<b>No benefits</b>	If a <b>minor insured with CSS</b> is hospitalised as an inpatient, CSS pays at most <b>CHF 80 per day</b> , up to a maximum of <b>CHF 2,000 per calendar year</b> , from the child's insurance to the <b>cost of accommodation for an accompanying person</b> .	If a <b>minor insured with CSS</b> is hospitalised as an inpatient, CSS pays at most <b>CHF 160 per day</b> , up to a maximum of <b>CHF 4,000 per calendar year</b> , from the child's insurance to the <b>cost of accommodation for an accompanying person</b> .  If an <b>adult insured with CSS</b> is hospitalised as an inpatient, CSS pays at most <b>CHF 160 per day</b> , up to a maximum of <b>CHF 4,000 per calendar year</b> , from the adult's insurance to the <b>cost of accommodation for an accompanying person</b> .
2.12 Inpatient sterilisation	CSS pays the costs of inpatient sterilisation for men and women up to the amounts shown below for each insured event, whereby the co-payment in accordance with the chosen ward and co-payment option applies. These benefits may not be accumulated with benefits from myFlex Outpatient Insurance.		
	<b>CHF 500 per insured event</b>	<b>CHF 4,000 per insured event</b>	<b>CHF 10,000 per Insured event</b>
2.13 Cost of transport to avoid or cut short periods of hospitalisation	CSS pays the cost of transport which serves to avoid or reduce periods of inpatient hospitalisation up to the amounts shown below, provided the insured person has no other supplementary insurance with CSS for transport costs. These benefits may not be accumulated with benefits from myFlex Outpatient Insurance.		
	Up to a maximum of <b>CHF 250 per calendar year</b>	Up to a maximum of <b>CHF 1,000 per calendar year</b>	Up to a maximum of <b>CHF 2,000 per calendar year</b>

	Economy	Balance	Premium
2.14 Hazardous activities	No benefits		Illness and accidents from acts of daring (cf. para. 28.2 lit. I AVB) are insured up to a maximum amount of CHF 500,000 per calendar year.
2.15 Chronic illnesses	CSS only pays <b>benefits for hospitalisation for treatment of acute illnesses</b> . No benefits are paid from this insurance for chronic illnesses and/or treatment of chronic illnesses. Chronic illnesses are illnesses for which there is no acute need for hospitalisation as an inpatient.		
	No benefits are paid from this insurance for stays in institutions that do not expressly treat insured persons who are acutely ill; these include nursing homes, homes for the elderly, sheltered housing, hospices for the terminally ill, psychiatric day and night clinics.		

### 3 Additional services and benefits

- 3.1 CSS determines in a list (cf. para. 41 AVB) which additional services and benefits it is able to provide in relationship to paragraph 2, for example measures for health promotion, prevention of disease, and assistance. The three categories of insurance, namely "Economy", "Balance" and "Premium", also apply with respect to the additional services and benefits offered. CSS determines the scope of benefits for each of the categories of insurance in its own right.
- 3.2 Additional services and benefits are provided subject to the fulfilment of certain conditions, which are unilaterally established by CSS and subject to change at any time.
- 3.3 CSS publishes the current list of benefits on the Internet. If CSS does not publish any such list on the Internet, the benefits may be inspected at any CSS agency.

### 4 Entitlement to benefits

- 4.1 The benefits will be credited to the total amount of insured benefits per calendar year according to the date of treatment or date on which the service was provided. Costs incurred after entitlement to benefits is exhausted may not be carried forward to the following year.
- 4.2 If a limit to the benefits per insured event is agreed, this limit applies regardless of the date of treatment or date on which the service was provided for the individual insured event (including complications and any incidental follow-up or subsequent treatment) and is deemed to be exhausted as soon as all the costs incurred in connection with this insured event have reached the benefits limit.
- 4.3 The benefits and contributions stipulated in the ZB will be paid to the agreed extent solely in addition to and subsidiary to the insurances mentioned in paragraph 31.1 AVB, and in particular to the mandatory healthcare insurance according to the KVG. Proportions of costs covered by these insurances and co-payments arising from these insurances are not insured by myFlex Hospitalisation Insurance regardless of whether the insured person is covered by the insurances mentioned.
- 4.4 Unless otherwise stipulated in paragraph 2, at most only the actual receipted costs will be reimbursed.
- 4.5 If treatment is required abroad the CSS Emergency Centre must be consulted immediately. Benefits will only be provided if the CSS Emergency Centre approves and/or organises the treatment.

### 5 Co-payments

- 5.1 The annual co-payments indicated in the policy apply in case of inpatient hospitalisation. In the case of outpatient services a general retention fee of 10% of costs applies. No co-payment and/or retention fee will be charged for benefits on which a limit is imposed, unless otherwise stipulated in paragraph 2.
- 5.2 Prior to admission for inpatient treatment, the insured person can choose which ward (general, semi-private, or private) he wishes to be treated or accommodated in. He then pays the respective annual co-payment indicated in the policy.
- 5.3 The insured person may apply to change to another co-payment option at any time. A change to another co-payment option with a lower co-payment on the part of the insured person will be granted at the beginning of the month following application, subject to submission and acceptance of a health declaration. If no health declaration is submitted or if such is not accepted by CSS without reservation, any change to the "Balance" and "Premium" categories of insurance may only take place at the beginning of the second calendar year subsequent to the application and any such change to the "Economy" category is excluded.
- 5.4 The following co-payment options for myFlex Hospitalisation Insurance are available:

	Economy Option 1	Balance Option 1	Premium Option 1
General ward:	No co-payment	No co-payment	No co-payment
Semi-private ward:	40 %, up to CHF 8,000 per calendar year	20 % up to CHF 2,000 per calendar year	No co-payment
Private ward:	70 % up to CHF 14,000 per calendar year	35 % up to CHF 4,000 per calendar year	35 % up to CHF 2,000 per calendar year

	Economy Option 2	Balance Option 2	Premium Option 2
General ward:	No co-payment	No co-payment	No co-payment
Semi-private ward:	20 % up to CHF 4,000 per calendar year	No co-payment	No co-payment
Private ward:	35 % up to CHF 7,000 per calendar year	35 % up to CHF 2,000 per calendar year	No co-payment

## 6 Benefit restrictions

- 6.1 If an insured event occurs CSS does not provide benefits for alternative and/or complementary medical treatment and medication.
- 6.2 The free choice of service providers does not apply if the insured person has taken out mandatory healthcare insurance with a restricted choice of service providers. If the insured person is in breach of this condition, no costs will be covered by the insurance.
- 6.3 No costs will be covered for accommodation and/or treatment at the facilities of a recognised service provider as defined in paragraph 9 AVB if such is indicated on the list of service providers (cf. paragraph 41 AVB) as an establishment with no general, semi-private or private ward recognised by CSS. Paragraph 6.3 applies solely to the "Economy" and "Balance" categories of insurance.
- 6.4 In return for a premium reduction, the insured person may take out the insurance option with a restricted choice of service providers. CSS maintains a list for this option (cf. paragraph 41 AVB) indicating which service providers may be selected. No costs will be covered for accommodation and/or treatment at the facilities of a service provider not indicated on the CSS list. This list can be amended unilaterally by CSS. If certain service providers drop out of the list, it will be possible to switch to the insurance option without a restricted choice of service providers in the chosen category of insurance and co-payment, without having to fill out a health declaration. Nevertheless, CSS will ensure an adequate choice, in regional and medical terms, at all times. Paragraph 6.4 applies solely to the "Economy" and "Balance" categories of insurance.

## 7 No-claims bonus

- 7.1 Each insured person can benefit from a one-off annual bonus payment if CSS has not paid any of the insurance benefits which would be due in accordance with the ZB during the observation period.
- 7.2 The observation period is the period running from the beginning of September to the end of August in the last two consecutive years during which the insured person has contracted for myFlex Hospitalisation Insurance.
- 7.3 If myFlex Hospitalisation Insurance has only newly been taken out, CSS may provide for shorter observation periods.

- 7.4 The amount of the bonus payment is determined each year by CSS on the basis of the degree attained by the result of the myFlex Hospitalisation Insurance product. Payment takes place provided the result of the product in the last full financial year within the observation period lies within the value calculated in accordance with the technical bases.
- 7.5 The no-claims bonus will be paid out in the calendar year following the observation period provided the insured person still has myFlex Hospitalisation Insurance with CSS as per 1 January of the same calendar year. The insured person will be informed in writing about his entitlement and the individual bonus amount.

## 8 Upgrade Option (Right to change the category of insurance without submitting a health declaration)

- 8.1 Individuals who take out the "Economy" or "Balance" category of myFlex Hospitalisation Insurance may, on payment of a supplementary premium, ensure they have the one-time right to change to the "Balance" or "Premium" category respectively without submitting a further health declaration.
- 8.2 One of the following options may be requested:  
a) "Economy" to "Balance"  
b) "Balance" to "Premium"
- 8.3 An option can be applied for at the latest until the insured person attains age 68 and must be declared effective at the latest on 1 January of the year following that in which the insured person attains age 70. Any later declaration to exercise the right will have no legal merit. The right to exercise the option lapses without notice on 31 December after which the insured person attains age 70 if it is not validly exercised beforehand.
- 8.4 The option will only be granted to insured persons who, on the basis of a health declaration checked by the company, were able to take out myFlex Hospitalisation Insurance without any limitations and/or exclusions/proviso or reservation clauses. The option may still be applied for without having to submit a further health declaration during the 16 months following submission of the health declaration. After this period expires the option may only be applied for by submitting a further health declaration. Paragraph 1.2 applies by analogy in this case.

- 8.5 CSS must be notified in writing of the insured person's intention to exercise the option; this declaration must be received by CSS at the latest on the last working day in the month of November during normal office hours. Any declaration received later will be null and void and have no legal merit. If the declaration is declared valid, the change to the agreed insurance category takes place on 1 January of the following calendar year.
- 8.6 After the option has been declared valid, the supplementary premiums for the insurance (para. 17 AVB) remain due until 31 December prior to the change of insurance category. Thereafter the premium rate applicable to the chosen insurance category will be invoiced.
- 8.7 The option may only be exercised once and at the earliest 12 months after being taking out, with effect from the next 1 January.
- 8.8 The option can be exercised at the earliest on 1 January of the year following that in which the insured person attains age 20. Thereafter, it may only be exercised at intervals of five years (e.g. on 1 January following attainment of age 25, 30, 35).
- 8.9 When the option is exercised, the change to another insurance category takes place while retaining the insured risks (illness, accident, maternity). Moreover, if the insured person has chosen the co-payment option with higher co-payments, this option remains valid and is carried over on the change to another insurance category.
- 8.10 The option can be cancelled in writing by the insured person with effect from the end of a calendar year by observing a three-month period of notice. If the insured person terminates myFlex Hospitalisation Insurance or if the insurance ceases for another reason, the option lapses without further notice on the date the insurance ends.
- 8.11 The supplementary premiums paid for the option to CSS by the insured person are retained in full by CSS if notice is served to terminate the insurance or if the insurance lapses, regardless of whether the option was actually exercised.
- 8.12 If an insured person changes to another category of insurance in the normal manner after submitting a health declaration, any option contracted for a corresponding change to another category of insurance lapses without notice. In this case too, the insured person is not entitled to a refund of the supplementary premiums paid for the option.

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

