

Daily Indemnity Insurance

General Insurance Conditions (AVB) Version 01.1997

The insured persons and benefits are indicated in the policy, as are the date when insurance cover begins, the contract term and any special agreements.

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Art. 1 Illness, accident, maternity

- 1.1 Illness is defined as any impairment of physical or mental health not resulting from an accident and which requires medical examination or treatment, or which leads to work incapacity.
- 1.2 An accident is defined as any sudden, unintentional, harmful effect of an unusual external factor on the human body. Whether or not each benefit is insured in case of accident is indicated in the policy.
References to illness in the General Insurance Conditions also apply to accidents by analogy.
The rules governing benefits for maternity are set out in Article 9.7.

Art. 2 Contract term and termination of the insurance cover

- 2.1 The contract term is indicated in the policy.
The insurance is then renewed tacitly for a further year at a time.
- 2.2 When the contract ends, the Daily Indemnity Insurance can be terminated in writing by the insured person with effect from the end of each insurance year, subject to a three-month period of notice. CSS has no right of termination in this case. Both the insured person and CSS may terminate the contract where good cause exists within the meaning of Art. 35b VVG. Claims for benefits being processed at the time of termination will still be due for payment.
- 2.3 When a claim occurs for which CSS is liable, the insured person may terminate the contract in writing no later than 14 days after receiving notice of the last payment. Once the insured person has given notice of termination, insurance cover lapses within 14 days of receipt of such notice by CSS. CSS remains entitled to the premium for the current calendar year if the insured person terminates the contract in the year following that in which the contract was concluded. CSS has no right of termination if a claim for benefits is made.
- 2.4 If there is a probability of prolonged overinsurance, the Daily Indemnity Insurance can be terminated in writing by the insured person, or reduced. Insured persons notify CSS immediately if:
 - a) they give up gainful employment;
 - b) gainful employment is reduced considerably;
 - c) other forms of salary replacement insurance are taken out;
 - d) their income is reduced by more than 25%.
 Failure to make such notification releases CSS from its obligation to provide Daily Indemnity Insurance.
If CSS receives such notification, insurance cover remains in place, unless CSS withdraws from the insurance or amends the insurance to the new circumstances within 14 days of receiving the notification. If CSS withdraws, its liability ceases 14 days after receipt of notification.
- 2.5 In the case of changes in premiums and in the General Insurance Conditions, Article 6 applies.
- 2.6 The insurance expires:
 - a) if the legal place of residence is moved abroad;
 - b) during temporary stays abroad of more than one year, with effect from the end of the insurance year.

Art. 3 Premium refund

- If the contract is terminated before the expiry date, CSS refunds the unused premium other than when:
- a) the insured person terminates the contract in the first insurance year following a claim for benefits;
 - b) the insured person has breached contractual obligations with the intention of deceiving the insurer.

Art. 4 Substitute policy

If a contract is issued to replace an earlier CSS contract, limited benefits drawn previously under the original policy will be taken into account in calculating future benefits.

Art. 5 Arrears in payment by the insured person

Interest on arrears applies 30 days after the due date for payment of invoices for premiums, co-payments and other payments.

Art. 6 Change in premium rates and in the General Insurance Conditions (AVB)

- 6.1 CSS can adjust the contract if the premium rates change.
- 6.2 CSS informs the insured person of any changes no later than 25 days before the end of the insurance year.
If the insured person does not agree to the changes, the contract may be terminated.
Notice to terminate the insurance is valid if it is received by CSS at the latest on the last day of the insurance year.

Art. 7 Change of tariff age group

- 7.1 CSS can adjust premiums when the following tariff age groups begin:

16–25 years old	46–50 years old
26–30 years old	51–55 years old
31–35 years old	56–60 years old
36–40 years old	61– 65 years old
41–45 years old	

- 7.2 If the premium is adjusted because the insured person is assigned to a higher tariff age group, the insured person is entitled to terminate the insurance.

Art. 8 Change of residence

CSS must be informed immediately of any change of residence. If this change leads to a change in premium, CSS will adjust the subsequent premiums accordingly. An adjustment of this kind does not constitute grounds for termination.

Art. 9 Scope of benefits

- 9.1 CSS covers the documented loss of earnings resulting from insured work incapacity.
- 9.2 The insured option, amount, term, and waiting period are shown in the policy.
- 9.3 The waiting period applies to a continuous period of work incapacity. The waiting periods are offset against the benefit period. Days with partial work incapacity count as full days.
- 9.4 Entitlement to the insured daily indemnities exists in the event of documented loss of earnings and a work incapacity of at least 50%.
- 9.5 In the event of a medically certified partial work incapacity of at least 50%, CSS prorates the insured daily indemnity amount in accordance with the degree of work incapacity.
- 9.6 Article 73 KVG applies in the case of unemployed persons.
- 9.7 CSS pays the daily indemnity to mothers for 30 days during the period from eight weeks before the birth to eight weeks after the birth, provided the pregnancy started after the beginning of insurance of these benefits, and irrespective of the amount of loss of earnings.
The waiting period is not offset against the 30 days. These total daily maternity indemnities are not offset against the full benefit period.

Art. 10 Expiry of the insurance

This insurance expires when the full benefit period has been completed (exhaustion of the right to benefits) or if the insured person gives up gainful employment, but at the latest when AHV retirement age is reached.

Art. 11 Conversions

- 11.1 Unemployed persons who took out Daily Indemnity Insurance with a waiting period of more than 30 days while still employed can convert their Daily Indemnity Insurance to one with a waiting period of 30 days, regardless of their state of health.
- 11.2 Persons in employment (excl. self-employed) can adjust the waiting period in line with the continued salary payments under their employment contract.
- 11.3 Conversion requests are to be submitted within 30 days of the reason for the change occurring.
Within this period, CSS will allow adjustment to the new circumstances irrespective of the state of health.

Art. 12 Claim for benefits, notification, claiming entitlements

- 12.1 If the contract ends, entitlement to benefits expires. Pending claims will still be due for payment.
- 12.2 Entitlements must be claimed immediately.
- 12.3 To claim entitlements, the original invoices and medical certificates indicating the specific services provided and their justifications must be submitted to CSS.

Art. 13 Exclusions, benefit restrictions**The insurance does not cover:**

- 13.1 statutory benefits, in particular those in accordance with the KVG and UVG;
- 13.2 benefits for maternity and related illnesses, if the pregnancy starts before the beginning of the insurance;
- 13.3 illnesses and accidents resulting from violations of neutrality, warlike events and the use of nuclear energy for military purposes in times of peace and in times of war;
- 13.4 accidents resulting from earthquakes or premeditated crimes and offences committed by the insured person;
- 13.5 illnesses and accidents resulting from exceptional hazards and hazardous activities;
- 13.6 co-payments, patient's share of costs and expenses;
- 13.7 benefits for the period preceding late notification of the claim for no valid reason;
- 13.8 cases where the insured person ignores the instructions of doctors and other service providers.

Benefit restrictions:

- 13.9 With the exception of daily maternity indemnities, entitlement to daily indemnity benefits is limited to the amount not exceeding the loss of earnings of the insured person.
- 13.10 In the event of work incapacity abroad, CSS only pays these benefits during a period of hospitalisation, if such occurs.
- 13.11 Benefits in accordance with Art. 9.7 cannot be aggregated with other illness-related benefits under this insurance.
- 13.12 In the event of existing work incapacity, the insured person cannot forego the daily indemnity in order to avoid the exhaustion of the right to benefits.

Art. 14 Benefit reductions

CS waives its right to reduce the insurance benefits if an event is caused by gross negligence. However, no payment will be made to substitute benefit reductions from other insurance plans.

Art. 15 Coordination of benefits with social insurers and other insurers

- 15.1 In the case of claims for which a UVG insurer, the Federal military insurance (MV) or Federal disability insurance (IV) is liable to pay benefits, within the scope of the insured benefits CSS pays only that part of the benefits not covered by these insurers.
- 15.2 In the case of multiple insurance, CSS will prorate its benefits in accordance with the statutory provisions.

Art. 16 Place of jurisdiction

If legal disputes arise, the insured person can take action against CSS at the court with jurisdiction at his place of residence in Switzerland or in Lucerne.

Art. 17 Contractual basis, formal requirements, notices

Unless these AVB or any special agreements provide otherwise, the insurance contract is based on the provisions of the Federal Insurance Contract Act (VVG). The amendments of the revised Insurance Contract Act of 19 June 2020 also apply to contracts entered into before 1 January 2022. An exception is made for the insured person's debts. These continue to become statute-barred after two years.

Where written form is required in the AVB, any text form capable of producing a written record will suffice. If no formal requirement is specified in respect of a notification, it may be made orally.

All notices and requests should be addressed to CSS. All notices from CSS shall be deemed to have been duly given if sent to the most recent address (postal address, email address) of the insured person or rightful claimant as notified to the insurer.

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