

Semi-private Hospitalisation Insurance

Medical costs 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.

The Federal Insurance Contract Act (VVG) applies in addition to these General Insurance Conditions.

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Art. 1 Supplementary nature of the insurance

All benefits are insured in particular supplementary to those of the mandatory healthcare insurance (KVG).

Art. 2 Illness, accident, maternity

2.1 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.

2.2 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.

2.3 CSS pays the same benefits for maternity (pregnancy, birth, confinement) as for illness.

Art. 3 Contract term and termination of the insurance cover

3.1 The contract term is indicated in the policy. The insurance is then renewed tacitly for a further year at a time.

3.2 At the end of the contract term, the insured person can terminate the insurance with effect from the end of each insurance year, subject to a three-month period of notice. Claims for benefits being processed at the time of termination will still be due for payment.

CSS expressly waives its right to terminate the insurance when the contract expires.

3.3 When a claim occurs for which CSS is liable, the insured person is entitled to terminate the insurance in writing. CSS, however, expressly waives its right to terminate the insurance in the event of a claim.

3.4 In the case of changes in premiums, rules governing co-payment, no-claims discounts and in the General Insurance Conditions, Articles 8 and 9 apply.

3.5 The insurance expires:

- a) if the legal place of residence is transferred abroad;
- b) during temporary stays abroad of more than one year, with effect from the end of the insurance year.

Art. 4 Reimbursement of premiums

If the contract is terminated before the expiry date, we refund the unused portion of premiums unless the insured person terminates the contract during the first insurance year in connection with a claim.

Art. 5 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. 6 Arrears in payment by the policyholder

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

Art. 7 Co-payment

Insured persons must pay the deductibles shown in the policy plus a general retention fee of 10%, unless indicated otherwise. The retention fee does not apply to benefits that are subject to a limit on the total amount or to benefits for hospitalisation.

Art. 8 Discounts and bonuses

8.1 CSS may grant discounts and bonuses. The loss of discounts owing to non-fulfilment of the conditions of eligibility does not entitle the policyholder to terminate the insurance that has been taken out. The same applies if

contractually agreed criteria mean that no bonus is paid out. The reduction of discounts or bonuses by CSS as the result of a rate adjustment and/or the amendment by CSS of the conditions of eligibility for a discount or bonus gives rise to a right to terminate the insurance.

8.2 CSS grants children and young people a family discount up to the end of the calendar year in which the insured person reaches the age of 18.

CSS sets out the details of this family discount in a Appendix to the AVB. CSS may amend this Appendix to the AVB unilaterally. Any amendments will take effect at the beginning of the calendar year in each case.

The level of the discount depends on the insurance cover of the person of discount (the parent or guardian) and that of the child or young person. It is stated on the policy.

Children and young people are eligible for a discount up to the age of 18 providing all of the following conditions are met:

- a) The child is covered by basic insurance with CSS Kranken-Versicherung AG, Arcosana AG, or INTRAS Kranken-Versicherung AG.
- b) An adult parent or guardian (the person of discount) lives in the same household.
- c) The person of discount is covered by basic insurance with CSS Kranken-Versicherung AG, Arcosana AG, or INTRAS Kranken-Versicherung AG.

8.3 The amount of the discount is calculated on the basis of the net premium, and stated for each product on the policy or premium summary.

Sample calculation: Semi-private Hospitalisation Insurance with a number of discounts:

Gross premium	CHF 32.60
– discount I (notional) 10%	CHF 3.30
Net premium I	CHF 29.30
– discount II (notional) 50%	CHF 14.65

Net premium II (actual premium due) CHF 14.65

8.4 CSS will announce changes to discounts and bonuses, and to the conditions of eligibility for a discount or bonus, no later than 30 days prior to the end of the calendar year. If the insured person does not agree to these changes, he can terminate the insurance concerned with effect from the end of the current calendar year by giving notice in writing. Such notice is deemed to be on time if it is received by CSS no later than the last working day of the current calendar year, during normal office hours.

Art. 9 No-claims discount/Crediting earlier insurance years

9.1 Every insured person is eligible for a premium discount if CSS paid no benefits that apply to the no-claims discount during the observation period. The observation period starts at the beginning of September and lasts to the end of August of the most recent three consecutive years.

9.2 The following discount levels apply:

Discount level	Discount in %	Benefits received in CHF over three years
0	0	> 12 000
1	25	<= 12 000
2	50	0

Maternity benefits and benefits from the Health Account are not factored in to the calculation of the no-claims discount. When concluding a contract, the insured person automatically receives discount level 2. This does not apply to insured persons who have Private Hospitalisation Insurance, CSS Standard Plus Insurance, and to the transfer

portfolio (Section V «Insurance for Cost of Hospital Treatment», Section VI «Insurance for Hospital Costs»). Benefits received from this insurance are included in the calculation of the discount level.

9.3 The discount is indicated on the policy and/or premium table. Entitlement to a discount is reviewed annually. If applicable benefits are claimed during the observation period, the discount level is adjusted at the beginning of the new calendar year.

9.4 A loyalty discount applies to inherited portfolios with policies from earlier insurance years (before 01.01.1997).

Art. 10 Change in premium rates, in rules governing co-payments and in the General Insurance Conditions (AVB) for individual benefits

10.1 If the premium rates or rules governing co-payments (deductible, retention fee) change, CSS can adjust the contract. A change in a no-claims discount does not constitute a reason for contract termination.

10.2 CSS is entitled to amend the General Insurance Conditions with regard to individual benefits specifically in cases where the number of service providers increases or new types of service provider are established because of developments in modern medicine, or if new or more expensive forms of therapy are introduced.

10.3 CSS informs the insured person of the changes no later than 25 days before the end of the insurance year. If the insured person does not agree to the changes, he can terminate the contract concerned in writing.

Notice to terminate the insurance is valid if it is received by CSS at the latest on the last working day of the calendar year. If CSS does not receive any notice to terminate the insurance within 30 days of informing the insured person about the changes, this is considered as indicating acceptance by the insured person.

Art. 11 Change of tariff age group

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

0– 18 years old	46–50 years old
19–25 years old	51–55 years old
26–30 years old	56–60 years old
31–35 years old	61– 65 years old
36–40 years old	66 – n years of age
41–45 years old	

11.2 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. 12 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. Such a change does not justify termination.

Art. 13 Children

13.1 CSS insures newborn babies without reserve from the day of birth, provided the application is received by CSS no later than 30 days after the birth.

13.2 CSS may restrict the benefits to be insured for children to the same as those for which the parents are insured.

Art. 14 Scope of benefits

14.1 CSS pays the cost of accommodation and supplementary cost of treatment in a hospital anywhere in Switzerland, including the cost of accommodation and initial medical

examination of a healthy newborn while the mother is hospitalised, provided the newborn is insured with CSS within 30 days of the birth.

14.2 The insured option is indicated in the policy:

a) Semi-private ward: Two-bed room with a rate agreement with CSS;

b) Semi-private ward: Two-bed room with a rate agreement with CSS and based on CSS's restricted list of hospitals.

14.3 If an insured person with Semi-private Hospitalisation Insurance chooses a private ward, CSS pays the portion of costs owing for semi-private care.

14.4 If a hospital does not have a semi-private ward or equivalent, CSS pays 75 % of the insured costs that arise.

14.5 If the insured person has no supplementary insurance for outpatient costs and seeks outpatient treatment or partial inpatient treatment in order to avoid or reduce an insured period of hospitalisation, CSS pays the ensuing treatment costs up to the amount for hospitalisation.

14.6 Benefits for bone marrow and organ transplants are based on the rate approved by CSS.

14.7 If an insured person who has purchased Semi-private Hospitalisation Insurance with a selectable deductible is admitted to the general ward of a hospital on the KVG list of hospitals, CSS waives the deductible.

Art. 15 Claim for benefits, notification, claiming entitlements

Claim for benefits:

15.1 A claim for benefits is said to occur when an invoice is issued by a service provider indicating the charges for contracted services provided within a maximum period of three months. If the contract ends, entitlement to benefits expires within three months at the latest.

Notification:

15.2 CSS must be informed immediately if the insured person is hospitalised. CSS issues a commitment to provide cover within the scope of the insured benefits on request.

Claiming entitlements:

15.3 To claim entitlements, the original invoices and medical certificates indicating the specific services provided and their justifications must be submitted to CSS.

Art. 16 Exclusions, benefit restrictions

The insurance does not cover:

16.1 statutory benefits, in particular those in accordance with the KVG and UVG;

16.2 benefits that are not officially recognised or medically prescribed or that are unsuitable and uneconomical, unless the AVB expressly stipulate otherwise;

16.3 benefits for maternity and related illnesses, if the beginning of the pregnancy is before the start date of the insurance;

16.4 hospitalisation that does not serve to improve the state of health (chronic illnesses);

16.5 cures for addictions;

16.6 cosmetic treatment;

16.7 cellular therapy;

16.8 payments toward the difference in the invoiced costs and the hospital rates for residents of the canton, if the insured person uses the services of a hospital located outside the canton of residence for medical reasons;

16.9 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;

- 16.10 accidents resulting from earthquakes or premeditated crimes and offences committed by the insured person;
- 16.11 illnesses and accidents resulting from exceptional hazards and hazardous activities;
- 16.12 co-payments, patient's share of costs and expenses;
- 16.13 the period preceding late notification of the claim for no valid reason;
- 16.14 cases where the insured person ignores the instructions of doctors and other service providers.

Benefit restrictions:

- 16.15 CSS pays benefits abroad only if, and for as long as, the insured person cannot reasonably be expected to return to Switzerland.
CSS pays benefits up to the amount indicated in the policy, if applicable, and in any case not exceeding the amount payable at the insured person's place of residence in Switzerland; the insured person must provide evidence of the scope of benefits due.
- 16.16 In the case of stays in psychiatric clinics and hospital wards, entitlement to benefits is limited to 180 days during a period of 900 consecutive days.

Lists:

- 16.17 The lists referred to in the AVB, with details on benefits and authorised service providers, are available on request at any time.

Art. 17 Benefit reductions

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

Art. 18 Contracts with service providers

CSS reserves the right to conclude tariff agreements and other service agreements for the benefit of the insured person.

Art. 19 Coordination of benefits with social insurers and other insurers

- 19.1 In the case of claims for which an accident insurer (UVG), a health insurer (KVG), the Federal military insurance (MV), or the 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.
- 19.2 In the case of double or multiple insurance, CSS will pro-rate its benefits in accordance with the statutory provisions.

Art. 20 Health Account

CSS participates in the cost of individual preventive measures within the scope of the Health Account.

Art. 21 Place of jurisdiction

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

Appendix

Art. 22 Family discount

As a family insurer, CSS Versicherung AG grants attractive family discounts for children and young people on premiums for supplementary insurance under the VVG.

22.1 Eligibility for premium discounts on supplementary insurance

The cumulative conditions of eligibility for the family discount are set out in paragraph 8.2 of the General Insurance Conditions (AVB).

22.2 Discount and maximum age

Discount: 50%
Maximum age: up to age 18

The amount of the discount is calculated on the basis of the net premium, and stated for each product on the policy or premium summary for the child or young person.

Sample calculation Semi-private Hospitalisation Insurance with a number of discounts¹:

Gross premium	CHF 32.60
– discount I (notional) 10%	CHF 3.30
Net premium I	CHF 29.30
– family discount 50%	CHF 14.65
Net premium II (actual premium due)	CHF 14.65

¹ The insured person is 5 years old. The premium stated here is purely for illustration purposes and does not correspond to the actual premium.

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