

Dental Care 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 Contractual basis, formal requirements, notices

Dental Care Insurance in accordance with these General Insurance Conditions (AVB) is insurance offered supplementary to basic insurance in accordance with the Federal Health Insurance Act (KVG).

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.

Art. 2 Illness, accident

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.

Art. 3 Contract term and end of 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 The insured person may terminate the insurance in question, even if a longer contract term has been agreed, with effect from the end of the third or each successive insurance year, subject to a notice period of three months. CSS has no right of termination in this case. Both you 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.

3.3 When a benefit case occurs for which we are liable, you may terminate the contract in writing no later than 14 days after receiving notice of the last payment. Once you have 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 you terminate the contract in the year following that in which the contract was concluded. CSS has no right of termination if you make a claim for benefits.

3.4 In the case of changes in premiums, in the rules governing co-payment and in the General Insurance Conditions, Article 7 applies.

3.5 The insurance expires:

- a) if the insured person moves his legal residence abroad;
- b) at the end of the insurance year if the insured person stays abroad temporarily for more than one year.

Art. 4 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. 5 Substitute policy

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

Art. 6 Payment arrears 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 Change in premium rates, rules governing co-payments and the General Insurance Conditions (AVB) for individual benefits

7.1 If the premium rates or rules governing co-payments (deductible) change, CSS can adjust the contract.

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

7.3 Changes will be notified at the latest 25 days before the end of the insurance year. If the insured person does not consent 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. 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 an 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.
- 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.

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: Dental Care Insurance with a number of discounts:

| | |
|------------------------------|-----------|
| Gross premium | CHF 20.20 |
| – discount I (notional) 10% | CHF 2.00 |
| Net premium I | CHF 18.20 |
| – discount II (notional) 25% | CHF 4.55 |

Net premium II (actual premium due) CHF 13.65

- 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 Change of tariff age group

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

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

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

Art. 10 Change of residence

CSS must be informed immediately of any change of residence.

Art. 11 Children

- 11.1 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.
- 11.2 CSS may restrict the benefits to be insured for children to the same as those for which the parents are insured.

Art. 12 Scope of benefits

CSS pays benefits for dental treatment and work up to the amount per calendar year and per percentage of costs indicated on the policy, subsidiary to other corresponding benefits insured with CSS.

Art. 13 Benefit case, claiming entitlements

- 13.1 Benefit case:
A benefit case or claim 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.
- 13.2 Claiming entitlements:
To claim entitlements, the original invoices and medical certificates indicating the specific services provided and their justifications must be submitted to CSS.

Art. 14 Exclusions, benefit restrictions

The insurance does not cover

- 14.1 statutory benefits, in particular those in accordance with the KVG and UVG;
- 14.2 services that are not officially recognised or medically prescribed or that are unsuitable and uneconomical, unless the AVB expressly stipulate otherwise;
- 14.3 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;
- 14.4 accidents resulting from earthquakes or premeditated crimes and offences by the insured person;
- 14.5 illnesses and accidents resulting from exceptional hazards and acts of daring;
- 14.6 co-payments, patient’s share of costs and expenses;
- 14.7 benefits for the period preceding late notification of the claim for no valid reason;
- 14.8 cases where the insured person ignores the instructions of doctors and other service providers.

Benefit restrictions:

- 14.9 CSS pays benefits for dental treatment and work (such as crowns, pivot teeth, implants, bars, bridges, full or partial dentures, including supplementary treatment, temporary teeth and repairs) from the second insurance year at the earliest.
- 14.10 Entitlement to benefits for all other types of treatment begins in the seventh month after the beginning of insurance.
- 14.11 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 on the policy and in any case not more than the benefits payable at the insured person’s place of residence in Switzerland; the insured person must provide evidence of the scope of benefits due.

Art. 15 Benefit reductions

- 15.1 In cases where the insurance cover lasts for less than one calendar year, the maximum amount insured will be reduced proportionately.
- 15.2 CSS waives its right to reduce the insurance benefits if an event is caused by gross negligence.
However, no payment will be made to replace benefit reductions from other insurance plans.

Art. 16 Contracts with service providers

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

Art. 17 Coordination of benefits with social insurers and other insurers

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

Art. 18 Applicable law, data protection and place of jurisdiction

- 18.1 This insurance is governed by Swiss law.
- 18.2 Data protection is based on the Federal Insurance Contract Act (VVG) and the Federal Data Protection Act (DSG). The processing of data by CSS is explained in the privacy policy. This describes how CSS processes personal data. The privacy policy has a strictly declaratory effect and does not form part of the contract. It can be accessed at css.ch/data-privacy or ordered from CSS Insurance, Data Protection Advisor, Tribtschenstrasse 21, P.O. Box 2568, 6002 Lucerne.
- 18.3 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.

Appendix

Art. 19 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.

19.1 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).

19.2 Discount and maximum age

Discount: 25%
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 Dental Care Insurance with a number of discounts¹:

| | |
|--|------------------|
| Gross premium | CHF 20.20 |
| – discount I (notional) 10% | CHF 2.00 |
| Net premium I | CHF 18.20 |
| – family discount 25% | CHF 4.55 |
| Net premium II (actual premium due) | CHF 13.65 |

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.

