

CSS Standard Insurance

Medical costs insurance

General Insurance Conditions (AVB) Version 01.2017

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

Table of contents

1	Contractual basis, formal requirements, notices	2	13	Change of residence	3
2	Illness, accident, maternity	2	14	Children	3
3	Contract term and termination of insurance cover	2	15	Scope of benefits	3
4	Reimbursement of premiums	2	16	Benefit case, notification, filing a claim	4
5	Substitute policy	2	17	Exclusions, benefit restrictions	4
6	Arrears in payment by the policyholder	2	18	Benefit reductions	4
7	Co-payment	2	19	Contracts with service providers	4
8	Discounts and bonuses	2	20	Coordination of benefits with social insurers and other insurers	4
9	No-claims discount/offsetting insurance years	3	21	Health Account	4
10	"Zoom" combined discount	3	22	Applicable law, data protection and place of jurisdiction	4
11	Changes to premium rates, co-payment rules, and General Insurance Conditions for specific benefits	3	Appendix		5
12	Change of tariff age group	3	23	Family discount	5

Art. 1 Contractual basis, formal requirements, notices

All benefits in accordance with these General Insurance Conditions (AVB) are insured supplementary to those of mandatory healthcare insurance (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, maternity

- 2.1 Illness is defined as any impairment of physical or mental health not resulting from an accident that requires a medical examination or treatment or that leads to incapacity for work.
- 2.2 An accident is defined as any sudden and harmful involuntary injury caused to the human body by an external factor. Whether or not each benefit is insured in case of accident is indicated in the policy. In instances where the General Insurance Conditions refer to illness, accident is also understood.
- 2.3 We pay the same benefits for maternity (pregnancy, birth, confinement) as for illness.

Art. 3 Contract term and termination of insurance cover

- 3.1 The contract term is indicated in the policy. The insurance renews automatically for one year at a time.
- 3.2. You 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. Benefit cases pending at the time of notice remain in effect.
- 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 Any changes in premiums, rules for co-payment, noclaims discounts, "Zoom" combined discount and the General Insurance Conditions are subject to Articles 8 to 10.
- 3.5 The insurance expires in the following cases:
 - a) The legal place of residence is moved abroad;
 - b) Temporary stays abroad of more than one year at 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 the contract is issued to replace another CSS contract, any benefit restrictions under the previous policy will apply to 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 on 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 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 25. 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 25 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: CSS Standard Insurance with a number of discounts:

Gross premium	CHF 7.90
– discount I (notional) 10%	CHF 0.80
Net premium I	CHF 7.10
– discount II (notional) 75%	CHF 5.35

Net premium II (actual premium due) CHF 1.75

- 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/offsetting insurance years

- 9.1 Every insured person is eligible for a premium discount if no benefits are paid out 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	> 300
1	25	<= 300

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 1. This does not apply to insured persons with CSS Standard Plus Insurance. Out-patient 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 "Zoom" combined discount

- 10.1 Insured persons are entitled to the "Zoom" combined discount up to the end of the calendar year in which they turn 30 and providing they have taken out the following insurances (cumulative):
- CSS Standard Insurance
 - 1997 Alternative Insurance or 2001 Alternative Insurance
 - Option 1 Emergency Insurance
- 10.2 The combined discount lapses at the end of the calendar year in which the insured person turns 30 or terminates the CSS Standard Insurance.

Art. 11 Changes to premium rates, co-payment rules, and General Insurance Conditions for specific benefits

- 11.1 We can adjust the contract if the premium rates or co-payment rules change (deductible, retention fee). A change in a no-claims discount does not constitute a reason for contract termination.
- 11.2 We are entitled to adapt the General Insurance Conditions for specific benefits in cases where the number and types of new service providers increases because developments in modern medicine or if new or more expensive forms of therapy are introduced.
- 11.3 We will inform you of any changes no later than 30 days before the end of the calendar year. You can terminate the contract if you do not agree to the changes. Your notice of termination is valid if we receive it no later than on the last day of the insurance year.

Art. 12 Change of tariff age group

- 12.1 We can adapt premiums to the beginning of the following tariff age groups:

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

- 12.2 The insurance can be terminated if the premium changes because of a higher tariff age group.

Art. 13 Change of residence

We must be informed immediately of any change of residence. Any subsequent premium adjustment applies from the date of the change. Such a change does not justify termination.

Art. 14 Children

- 14.1 We insure newborns without any proviso from the day of birth, provided we receive the application no later than 30 days after the birth.
- 14.2 We can restrict the children's insured benefits to those of the parents.

Art. 15 Scope of benefits

- 15.1 We will pay:
- a) the costs for doctors, pharmacists, chiropractors and other service providers defined in the Swiss Federal Health Insurance Act (KVG);
 - b) all medically prescribed and officially recognized medication, except for those on the "List of pharmaceutical preparations paid by insured persons";
 - c) aids according to the list we have established;
 - d) CHF 250 toward the cost of glasses or contact lenses as follows: per pair of glasses for children; once every three calendar years for adults;
 - e) ultrasound examinations when necessary during pregnancy;
 - f) CHF 200 breastfeeding benefit per child if the child is breastfed for at least 30 days and insured by us;
 - g) preventive gynaecological examinations;
 - h) outpatient and inpatient sterilisation (general ward) according to the recognised tariff;
 - i) 50% of the costs of orthodontic treatment, up to CHF 12,000 per insured person until the age of 20;
 - k) 50% or up to CHF 1,000 per calendar year for the cost of children's dental treatment not otherwise insured or not insured by CSS;
 - l) Dental hygiene (from the age of 18 to the end of the calendar year in which the insured person turns 30): 50%, max. CHF 150 per calendar year;
 - m) costs incurred in the general ward of public and private hospitals throughout Switzerland that are on the hospital list, which is binding for us, under the KVG and on the list of hospitals whose tariffs we recognise, less the retention fee from CSS Standard Insurance;
 - n) CHF 40 per session for 20 sessions of psychotherapeutic treatment per calendar year by a psychotherapist we recognise, unless the treatment is covered by mandatory healthcare insurance (KVG);
 - o) Up to the end of the calendar year in which the insured person turns 30, for a period of ten weeks per calendar year from the start of treatment for emergencies worldwide, the amount being unlimited for treatment costs at normal local rates.
- 15.2 These benefits are insured worldwide in emergencies; as hospital benefits only to the extent they are due at the residence of the insured person.
- 15.3 Free choice of service provider according to Art. 15.1 let. a of CSS Standard Insurance no longer applies if you choose a corresponding option from mandatory healthcare insurance.

Art. 16 Benefit case, notification, filing a claim

- 16.1 Benefit case:
A benefit case refers to an invoice by a service provider for the contractual services it rendered over three months at the most. If the contract ends, entitlement to benefits ends within three months at the latest.
- 16.2 Notification:
We must be informed immediately if the insured person is hospitalized. We issue a commitment to provide cover within the scope of the insured benefits on request.
- 16.3 Filing a claim:
In order to file a claim, the original invoices and medical certificates must be submitted that show what services were rendered and how they were justified.

Art. 17 Exclusions, benefit restrictions

The insurance does not cover:

- 17.1 statutory benefits, in particular those in accordance with the KVG and VVG;
- 17.2 services that are not officially recognised or medically prescribed or that are unsuitable and uneconomical, unless the AVB expressly stipulate otherwise;
- 17.3 benefits for maternity and related illnesses, if the beginning of the pregnancy is before the start date of the insurance;
- 17.4 hospital stays that do not serve to improve the state of health (chronic illnesses);
- 17.5 cures for addictions;
- 17.6 cosmetic treatment;
- 17.7 cellular therapy;
- 17.8 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;
- 17.9 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;
- 17.10 accidents resulting from earthquakes or premeditated crimes and offences by the insured person;
- 17.11 illnesses and accidents resulting from exceptional hazards and acts of daring;
- 17.12 co-payment, patients' shares of expenses;
- 17.13 benefits for the time before the claim was notified if the delay cannot be justified;
- 17.14 cases where the insured person ignores the instructions of doctors and other service providers.

Benefit restrictions:

- 17.15 We pay benefits abroad only if and for as long as the insured person cannot reasonably be expected to return to Switzerland;
We pay benefits, for which the insured person must present proof, up to the amount indicated on the policy and that would be due at the insured person's domicile in Switzerland (subject to Art. 15.1 o);
- 17.16 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:

- 17.17 You can request the lists referred to in the AVB with details on benefits and authorised providers at any time.

Art. 18 Benefit reductions

- 18.1 The maximum amount insured is reduced proportionately if cover lasts for less than one calendar year.
- 18.2 We waive our right to reduce benefits if an event is caused by gross negligence. Benefit reductions from other insurance plans are not replaced.

Art. 19 Contracts with service providers

We reserve the right to agree rates and other services for the benefit of insured persons.

Art. 20 Coordination of benefits with social insurers and other insurers

- 20.1 In benefit cases for which an accident insurer (UVG), a health insurer (KVG), a military insurer (MV), or a disability insurer (IV) is liable for benefits, we pay only those benefits not covered by these insurers and within the scope of the insured benefits that are owed.
- 20.2 In the case of multiple insurance, we will prorate our benefits in accordance with statutory provisions.

Art. 21 Health Account

Scope of benefits:

We participate in the cost of individual preventive measures as defined by the Health Account.

Art. 22 Applicable law, data protection and place of jurisdiction

- 22.1 This insurance is governed by Swiss law.
- 22.2 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.
- 22.3 If legal disputes arise, you can take action against us at your Swiss domicile or in Lucerne.

Appendix

Art. 23 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.

23.1 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).

23.2 Discount and maximum age

Discount	Maximum age
75%	up to age 18
25%	age 19–25

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 CSS Standard Insurance with a number of discounts¹:

Gross premium	CHF 7.90
– discount I (notional) 10%	CHF 0.80
Net premium I	CHF 7.10
– family discount 75%	CHF 5.35
Net premium II (actual premium due)	CHF 1.75

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.