

Supplementary health insurances Livo in accordance with the VVG

General Insurance Conditions (GIC)
Version 01.2025

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I General information

1 Introduction

- 1.1 In the interests of readability, the masculine form is used throughout this text to refer to persons of all genders.
- 1.2 These General Insurance Conditions (GIC) apply to contracts for supplementary health insurance in accordance with the Federal Insurance Contract Act (VVG).

2 Contractual basis

- 2.1 All statements made in writing or in some other form capable of producing a written record by the insured person (or the person to be insured) or their representative(s) and by the insurer, for example in the insurance application or medical reports, form the basis of the insurance contract or part of the insurance contract.
- 2.2 The rights and obligations of the contracting parties are set out in the insurance policy, in these GIC, in the Supplementary Conditions (SC) and in any other agreements.
- 2.3 The SC regulate the insurance relationship in more detail and in addition to these GIC. Deviating provisions in the SC take precedence over those contained in these GIC.
- 2.4 Any special agreements between the contracting parties will only be binding on the insurer if they have been confirmed by the insurer in writing or in some other form capable of producing a written record. Such agreements take precedence over these GIC and the corresponding SC if they contain deviating provisions.
- 2.5 Unless these GIC, the SC or any special agreements provide otherwise, the insurance contract is based on the provisions of the VVG.

3 Subject of the insurance

- 3.1 The insurance provides cover for the financial consequences of illness, maternity and accident supplementing that of social insurance, in particular of mandatory healthcare insurance in accordance with the Federal Health Insurance Act (KVG) and/or accident insurance in accordance with the Federal Accident Insurance Act (UVG) as well as disability insurance in accordance with the Federal Disability Insurance Act (IVG).
- 3.2 The insured benefits are to be understood as additional or supplementary benefits (see Art. 13) that supplement and extend the benefits provided by social insurance.

4 Territorial and temporal scope

- 4.1 As a general rule, the insurance contract applies only to persons who are resident in Switzerland.
- 4.2 Unless the SC or these GIC provide otherwise, the insurance applies to treatment carried out in Switzerland.
- 4.3 Unless agreed otherwise, the contract only covers claims for insured events that occur during the term of the contract.

II Definitions

5 Interpretation of terms

The terms described and used in these GIC and SC, such as illness, maternity and accident (see Arts. 8 and 9), and the place of residence (see Art. 12), are construed according to the interpretations applied in the valid provisions and criteria of social insurance legislation and of the Swiss Code of Obligations.

6 CSS as insurer

The insurer within the meaning of these provisions is CSS Versicherung AG, Tribtschenstrasse 21, 6002 Luzern (CSS).

7 Insured person

Insured person refers to persons who obtain insurance cover under the insurance contract.

8 Illness and maternity

- 8.1 Illness means any impairment of physical, mental or psychological health which is not caused by an accident and which requires medical examination or treatment, or results in incapacity for work. The provisions of the Federal Act on General Aspects of Social Security Law (ATSG) apply.
- 8.2 Maternity includes pregnancy, childbirth and the mother's postnatal recovery period. The provisions of the ATSG apply.

9 Accident

- 9.1 Accident means the sudden, unintentional, harmful effect of an unusual external factor on the human body that results in an impairment of physical, mental or psychological health, or that leads to death. The provisions of the ATSG apply.
- 9.2 Physical injuries similar to the consequences of an accident and occupational diseases are deemed equivalent to accidents. The provisions of the UVG apply.

10 Service provider

- 10.1 Service provider means those self-employed individuals, establishments and institutions that are authorised under the KVG to bill their services under mandatory healthcare insurance (OKP) or that are recognised by CSS at its own discretion as providing services that may be billed under this insurance.
- 10.2 Doctors and other natural persons working in the medical field who use another service provider's infrastructure to provide their services (e.g. attending doctors not on the service provider's staff) are generally classed alongside the other service provider. Their services are treated as services provided by the other service provider, unless CSS expressly approves a treatment as a separate service provided by an independent service provider in any given case. However, individual service providers who use another service provider's infrastructure in order to provide their services may also be excluded if CSS does not recognise their tariffs.

11 Insured event

An insured event exists when the conditions leading to a recognised obligation to pay benefits on the part of CSS or to an entitlement to benefits on the part of the insured person acknowledged by CSS are satisfied.

12 Place of residence

Place of residence means the place where the insured person resides with the intention of settling. The provisions of the Swiss Civil Code (ZGB) apply.

13 Additional and supplementary benefits and services

- 13.1 Additional benefits mean benefits that exceed the level of benefits provided under mandatory healthcare insurance.
- 13.2 Supplementary benefits mean benefits that are not connected to a benefit provided under mandatory healthcare insurance.
- 13.3 Examples of medical additional and supplementary benefits are a free choice of doctor, overqualified support, greater availability of a doctor or continuous care by a chosen doctor.
- 13.4 Clinical benefits mean, in particular, organisational and procedural services related to the planning of stays for individual clients, such as extended options for making

appointments and flexible treatment planning as well as a free choice of hospital, extended medication and therapy services, and additional nursing care services.

13.5 Additional and supplementary benefits and services mean, in particular, benefits related to hotel services during an inpatient stay, such as the room amenities, and comfort services related to treatments, such as a transport service home or a meal service.

14 CSS lists (lists)

14.1 CSS lists mean lists maintained by CSS for the purpose of specifying the GIC and SC in greater detail. CSS lists comprise service provider lists and benefits lists.

14.2 Service provider lists mean lists of service providers whose services are covered by the insurance, who are (partially) excluded from the obligation to pay benefits or to whom maximum tariffs apply.

14.3 Benefits lists mean lists of insurance benefits (insured additional and supplementary benefits, in particular entitlements to benefits and recognised providers and products) or of exceptions to the insurance cover.

III Start, term and end of insurance contract and insurance cover

15 Start, term and end of insurance contract

15.1 The insurance contract starts on the date indicated in the insurance policy. The waiting periods and qualifying periods applied under these GIC and the SC remain reserved.

15.2 The term of the contract is determined by the insurance policy. On expiry of the agreed term, the contract is renewed automatically for one year at a time unless the insured person terminates it with effect from the end of the calendar year by duly giving three months' notice in writing or in some other form capable of producing a written record. Where a contract term of more than three years has been agreed, the insured person may terminate the contract with effect from the end of the third or each subsequent calendar year, subject to the contractual notice period.

15.3 In the event of a claim, the insured person may give notice to terminate the contract no later than 14 days after receiving the last payment from CSS. If the insured person gives notice of termination, the insurance cover will lapse within 14 days of such notice being given. CSS will remain 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.

15.4 CSS has no right of ordinary termination (Art. 35a VVG) and no right to terminate following a claim (Art. 42 VVG). However, CSS does have the statutory rights of termination (in particular where there is a breach of the duty of disclosure in accordance with Art. 24 GIC and in the event of fraud) and the right to withdraw from the contract in accordance with Art. 21 GIC if the insured person is in arrears with premium payments (Art. 21 VVG). In addition, both the insured person and CSS are entitled to terminate the contract for good cause (Art. 35b VVG).

15.5 The insurance contract ends automatically in the following cases:

- a) On the date when the insured person transfers his place of residence abroad;
- b) If the insured person moves abroad temporarily for a period of more than one year, at the end of the calendar year in which the stay abroad commences, unless the insurance has been suspended.

The insured person must notify CSS that he is taking up residence abroad or moving abroad temporarily for a pe-

riod of more than one year within four weeks of the change of residence taking place.

16 Suspension and end of insurance cover

16.1 Prior to embarking on a stay abroad of at least six months, the insured person may request that the insurance be suspended in return for a commensurate reduction of the premium. Any such request must be made in some form capable of producing a written record. Applications to suspend the insurance may be rejected by CSS without giving reasons. Further conditions and arrangements will be determined unilaterally by CSS.

16.2 The insurance cover lapses on expiry of the contract, on termination or on the death of the insured person. This remains subject to the imperative provisions of the VVG.

16.3 Claims that occur after the end of the contract are not covered. Existing obligations to pay periodic benefits as a result of illness or accident will continue to apply with regard to duration and scope following the end of the contract (Art. 35c VVG). If the insurance cover ends as a result of the insured person terminating the contract or of the insured person's death, benefits within the meaning of Art. 35c VVG will continue to be paid; however, the premium calculated in accordance with the applicable rate will be deducted from the insurance benefit for the remaining period of the claim (following early termination of the insurance by the policyholder).

IV Premiums and co-payments

17 Premium, premium rates and co-payments

17.1 The premium is indicated in the insurance policy valid for the current calendar year.

17.2 The premium rate may provide for a scaling of premiums according to relevant factors such as the insured person's age, gender, state of health as declared prior to the contract being concluded, or place of residence. If insured persons are divided into age groups, each age group comprises a number of different ages and the premiums are adjusted in line with the insured person's age. If a factor affecting the premium changes, CSS must be notified immediately in writing or in some other form capable of providing a written record. A change to a factor affecting the premium may cause the premium to be adjusted.

17.3 The rules governing co-payments (deductible, retention fee) are set out in the SC.

18 Adjustment of premium rate, co-payment and age group

18.1 CSS may adjust the premium rate (incl. discounts) and the co-payment rules at the beginning of a calendar year to reflect the development of costs and its claims experience.

18.2 CSS recognises the following age groups:

Premium age groups			
0-5	28-30	51-55	76-80
6-10	31-35	56-60	81-85
11-15	36-40	61-65	86+
16-20	41-45	66-70	
21-27	46-50	71-75	

18.3 CSS communicates adjustments to the premium rates and co-payment rules, and any premium adjustment resulting from the insured person advancing to another age group, at the latest 30 days before the end of the calendar year.

- 18.4 If the insured person does not agree with the adjustments, the contract may be terminated with effect from the end of the current calendar year by providing notice in writing or in some other form capable of producing a written record. 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. If the insured person fails to give notice of termination, this will be deemed as consent to the adjustments.
- 18.5 If a change of address leads to a premium adjustment, CSS will adjust the premiums on the date of the address change. An adjustment of this kind does not constitute grounds for termination.

19 Discounts

- 19.1 CSS may grant discounts and may adjust the level of the discount at the beginning of a calendar year. The loss of discounts owing to non-fulfilment of the eligibility conditions does not entail the right to terminate the insurance that has been taken out. If CSS reduces the discounts as a result of a rate adjustment (Art. 18.1) and/or amends the conditions of eligibility for a discount, this will give rise to a right to terminate the insurance in accordance with Art. 19.6 GIC.
- 19.2 CSS grants insured children and young people a family discount up to the end of the calendar year in which they turn 20. CSS sets out the details and amount of this family discount in a separate Annex to the GIC. The start date of the insurance contract applies. CSS may change the details and amount of the discount unilaterally. The amount of the discount depends on the insurance cover of the person receiving the discount (the person with parental authority) and that of the child or young person. It is shown in the policy. The insured person is entitled to a discount if all of the following conditions are met:
- The child has basic insurance with one of the companies affiliated with CSS Holding.
 - The person receiving the discount has basic insurance with one of the companies affiliated with CSS Holding.
 - The person receiving the discount has equivalent supplementary health insurance (see Annex to these GIC) with CSS Versicherung AG.
- 19.3 CSS grants insured persons a long-term contract bonus if they take out a multi-year contract. The long-term contract bonus lapses automatically at the end of the fixed term and is shown in the policy. The start date of the insurance contract applies.
- 19.4 CSS may conclude discount agreements (known as 'framework contracts') with companies and associations, and grant the insured persons in question discounts. The eligibility conditions that apply are set out in the respective discount agreements. The insured person may request information about the provisions of the discount agreement applicable to him (duration and amount of discount, opportunities to make changes, etc.).
- 19.5 CSS will inform the insured person of adjustments to the discounts and to the conditions of eligibility for a discount no later than 30 days prior to the end of the calendar year.
- 19.6 If the insured person does not agree with these adjustments pursuant to Art. 19, the contract may be terminated with effect from the end of the current calendar year by providing notice in writing or in some other form capable of producing a written record. 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. If the insured person fails to give notice of termination, this will be deemed as consent to the adjustments.

20 Premium payments

- 20.1 Premiums are payable monthly in advance; however, they may be paid every two, three, six, or 12 months in advance by special agreement.
- 20.2 If the insured person holds more than one insurance plan to which these GIC apply, he must choose only one of the payment methods stipulated in Art. 20.1 for all of these insurance plans.
- 20.3 Premiums are due for the full month, even in cases where the contract begins or ends during the course of a month.

21 Payment reminders and arrears

- 21.1 If the premium is not paid by the deadline indicated on the statement, the insured person will be notified of the consequences of default in writing or in some other form capable of producing a written record, and will be requested to pay the outstanding premiums within 14 days of the reminder being sent. If this reminder is ignored, the insurer's obligation to pay benefits will be suspended on expiry of the additional payment deadline.
- 21.2 Once the additional payment deadline expires, the insured person must pay interest on arrears. The costs associated with issuing the payment reminder are payable by the insured person.
- 21.3 If no legal action is taken to collect the overdue premium within two months of expiry of the additional payment deadline, CSS will withdraw from the contract and waive payment of the outstanding premium.
- 21.4 If CSS takes legal action to collect the premium or subsequently accepts the premium, the obligation to pay benefits will be reinstated from the date on which the outstanding premium, including interest and costs, is paid. Even after the outstanding premium has been paid, CSS will have no obligation to pay benefits in respect of claims arising during the period in which its obligation to pay benefits was suspended.

V Obligations of the insured person

22 Obligations during the term of the insurance and in the event of a claim

- 22.1 If it seems likely that an illness or an accident will lead to the payment of benefits, the insured person must obtain proper medical treatment immediately. The insured person undertakes to follow the doctor's instructions or the instructions of other service providers and to refrain from any action that could endanger or delay a full recovery (obligation to mitigate loss).
- 22.2 The insured person undertakes to notify CSS immediately of an insured event.
- 22.3 CSS is entitled to request additional information and documents, in particular medical certificates, from service providers. The insured person must provide CSS with complete and truthful information about all circumstances relating to the insured event.
- 22.4 In the event of a claim, the insured person undertakes to submit to CSS immediately all information, documents and receipts (in particular original invoices, medical certificates and proof of payment) required to enable CSS to review its contractual obligation to pay benefits. This also applies if treatment is received abroad. CSS may request that a certified translation into one of Switzerland's national languages be provided at the insured person's expense.
- 22.5 The insured person releases the service providers that treat or have treated him from the obligation to maintain patient confidentiality and professional secrecy with respect to CSS. CSS is authorised to share information and

obtain such at any time from doctors, other service providers, social and private insurers and authorities, and from its company doctors and medical advisors, to the extent necessary to assess the insurance cover, while respecting the provisions of data protection law. In such cases, all agencies and parties from which information is requested are released from the obligation to maintain professional secrecy or patient confidentiality with respect to CSS.

- 22.6 The insured person grants CSS the right to consult its company doctors and medical advisors for the purpose of reviewing its contractual obligation to pay benefits. The latter are entitled to inspect all the relevant documents pertaining to the insured person as required to review the contractual obligation to pay benefits.
- 22.7 On the instructions of CSS, the insured person undertakes to submit to an examination by doctors acting on behalf of CSS. All costs in connection with this examination will be assumed by CSS.
- 22.8 The insured person undertakes to inform CSS immediately about all benefits received from third parties (e.g. other insurers).
- 22.9 Payment of invoices issued abroad will be made to a payment address in Switzerland in Swiss currency at the official exchange rate (sell rate) on the invoice date.
- 22.10 No benefits will be paid if the insured person submits fake invoices or in the event of insurance fraud or attempted fraud. In such cases, the insured person is liable for the costs incurred by CSS or its appointed agents in checking the invoices, and for the costs of processing the dossier.
- 22.11 If the insured person is admitted to service providers for inpatient treatment (e.g. admission to hospital), CSS or the CSS Emergency Centre must be notified immediately, but within five days of admission at the latest.
- 22.12 A commitment to provide cover must be issued by CSS or the CSS Emergency Centre before treatment commences if expressly required by the SC.

23 Breach of obligations

- 23.1 If the insured person breaches contractual obligations when making a claim, CSS may refuse to pay benefits or may reduce the benefits at its own discretion.
- 23.2 The insured person will not suffer the loss of rights provided for by law when an obligation is breached in making a claim if it is apparent from the circumstances that the breach arose through no fault of his own or if the insured person can show that the breach had no effect either on the occurrence of the insured event or on the scope of the benefits owed by CSS. The insured person thus has the opportunity to prove that the breach of the obligation has no effect on the benefit owed by CSS. Where such proof is provided, the benefit owed is to be paid in full by CSS and may not be reduced or refused.
- 23.3 Should CSS incur expenses in connection with the breach of obligations, e.g. for investigations, the insured person must bear the costs incurred if it can be proven that a breach of obligations occurred.

24 Breach of duty of disclosure

- 24.1 If, when answering the questions put to him as part of the process of concluding the contract, the insured person (as applicant) misrepresented or withheld a material fact which was or should have been known to him and about which he was asked, CSS has the right to terminate the contract in writing or some other form capable of producing a written record within four weeks of learning of the breach of the duty of disclosure. Termination takes effect on receipt of such notice by the insured person.

- 24.2 If the contract is terminated in this manner, CSS has no obligation to pay benefits for claims already incurred if their occurrence and scope was affected by the misrepresentation or withholding of the material fact. CSS is entitled to a refund of any benefits it may already have paid in respect of such claims.

VI Scope of insurance cover

25 Entitlement and scope of benefits

Benefits are paid by CSS for illness, maternity or accident in accordance with the insurance contract. Further details of benefit entitlement and the scope of benefits are set out in the SC and specified in service provider and benefits lists, as the case may be. In particular, benefits may be excluded from cover if they are charged at a level that is not appropriate when compared with the market or judged by objective criteria (e.g. time billed per day). The conditions for cover limits are set out in the SC.

26 Non-insured benefits

- 26.1 Unless provided otherwise in the SC, the following benefits (incl. complications and late sequelae) are excluded from the insurance:
- a) statutory benefits, in particular those in accordance with the KVG, IVG and UVG;
 - b) treatments that are ineffective, unsuitable or uneconomical. Medical measures that are not in the insured person's interests (e.g. treatments that do not lead to a better treatment outcome) and which exceed the level called for by the purpose of the treatment are deemed uneconomical. The effectiveness of a medical measure must be proven by means of scientific methods where this is possible and feasible for the procedure in question;
 - c) benefits for stays in or at service providers as defined in Art. 10 GIC, which do not or no longer serve to substantially improve the state of health (e.g. long-term care of the chronically ill);
 - d) costs of treatment, care or birth abroad if the insured person has gone abroad for this purpose;
 - e) benefits for an emergency abroad if a return to Switzerland could reasonably be expected and in cases in which there is no obligation to pay benefits under the KVG;
 - f) consequences of illnesses and accidents from which the insured person already suffered when the contract was concluded or which are subject to a reservation clause or exclusion;
 - g) benefits for physical withdrawal symptoms and cures to break addictions;
 - h) benefits for cosmetic treatment;
 - i) benefits for reproductive medicine and fertility treatment;
 - j) benefits for sex changes;
 - k) benefits for transplants;
 - l) benefits for cellular therapy;
 - m) co-payments, patient's share of costs and expenses;
 - n) benefits for treatment not arising from the need to treat either an illness or the consequences of an accident, but which have more of a social background (e.g. marriage counselling, self-awareness, self-fulfilment or personal development sessions);
 - o) benefits which are to be covered by the public purse in accordance with the KVG;
 - p) benefits, benefit providers, products, services or other offers which are not explicitly included on CSS lists or which are excluded from CSS lists;

- q) treatment which the insured person self-administers in his capacity as a service provider or doctor employed by a service provider (self-treatment);
- r) cost of missed consultations;
- s) mailing costs and cost of administrative work (e.g. for producing and sending reports, certificates, expert opinions or for making visual material available on portals) where such are requested or demanded by the insured person;
- t) preventive treatment.

26.2 Similarly, no benefits will be provided for illnesses and accidents (incl. complications and late sequelae) arising in connection with:

- a) violations of neutrality, warlike incidents and the use of atomic or radioactive materials for military purposes in Switzerland and abroad in times of peace and times of war;
- b) participation in acts of war or terror;
- c) participation in commotions, demonstrations or similar events;
- d) commission of crimes or offences by the insured person, whether wilfully or because of gross negligence;
- e) attempted or actual suicide or self-mutilation;
- f) consumption of drugs, narcotics and addictive substances, and misuse of alcohol and medicine;
- g) engaging in military service abroad;
- h) participation in brawls, fights, shootings and similar incidents unless, while otherwise uninvolved, the insured person is injured by the protagonists or while coming to the assistance of a defenceless person;
- i) taking of exceptional risks (Art. 49 of the Ordinance on Accident Insurance, UVV) and engaging in hazardous activities (Art. 50 UVV) on the part of the insured person; the legal provisions and case law of social accident insurance apply in assessing exceptional risks and hazardous activities.

27 Benefit reductions

- 27.1 If the insurance cover lasts for less than one full calendar year, the maximum amount insured, where such an amount is stipulated in either the SC or the insurance policy, will be reduced commensurately.
- 27.2 For lengthy treatment periods or where the treatment outcome is uncertain, CSS may, having regard to Art. 26.1 b), make the continuation of the treatment subject to certain conditions or suspend its obligation to pay benefits.
- 27.3 The insured benefits will not be paid if an insured person intentionally causes the insured event.
- 27.4 The insured benefits will be reduced proportionately if an insured person causes the insured event through gross negligence.

28 Offsetting of benefits if a substitute policy is issued

If the current contract replaces an earlier CSS contract, limited benefits previously received under the replaced contract will be taken into account when calculating future benefits.

29 Subsidiarity

All benefits contractually agreed with CSS will be provided as additional benefits or supplementary benefits that supplement and extend the benefits provided by social insurance, in particular the benefits stipulated in the Swiss federal legislation on military, accident, disability and health insurance and the benefits from corresponding foreign insurers. Entitlement to benefits is subject to correct conduct by the insured person. Any refusal to pay benefits or any reduction in benefits due to misconduct on the part

of the insured person (e.g. delay in notifying a claim) with regard to social insurance will not be taken into account for the purpose of this supplementary health insurance.

30 Right of recourse

To the extent and at the time of its payment, CSS will subrogate in the rights of the insured person for the benefit positions of a similar nature for which it has provided cover.

31 Multiple insurance

31.1 If the same interest is insured against the same risk and for the same period of time by more than one insurance company so that the combined sums insured exceed the insurance value (multiple insurance), the insured person is obliged to inform CSS of this immediately in writing or in some other form capable of producing a written record.

31.2 Where multiple insurance is held under insurance plans governed by the VVG, CSS will pay its share of benefits as required by law.

VII Miscellaneous

32 Obligation to pay

As a general rule, the insured person is liable to pay the fees billed by service providers. However, the insured person accepts agreements to the contrary between CSS and the service providers which allow direct payments to be made to service providers.

33 Payments by CSS

33.1 The insurance claim falls due for payment four weeks after CSS has received all the information and medical certificates enabling it to satisfy itself of the correctness of the claim. If CSS disputes its obligation to pay benefits, at the end of the above period the insured person may demand payment on account of, at most, the amount that is not in dispute.

33.2 CSS makes payments to the insured person free of charge by means of transfer to the insured person's bank or postal account. If the insured person requests another form of payment, CSS will pass on the associated charges to the insured person. In addition, a fee may be charged for each of these payments to cover the additional administrative effort.

34 Fee agreements and tariffs

Fee agreements between the insured person and service providers are not binding on CSS. Entitlement to benefits exists only within the scope of the tariffs negotiated between the service provider and CSS or the tariffs recognised unilaterally by CSS in respect of the service provider.

35 Offsetting, assignment, pledging and refund

35.1 CSS is entitled to offset outstanding premiums and/or co-payments against any benefits due to the insured person. The insured person is not entitled to offset any payments owing to CSS.

35.2 Entitlements to insured benefits may not be assigned or pledged before they have been finally determined without the express consent of CSS.

35.3 Benefits which are wrongfully claimed by the insured person must be repaid to CSS.

36 Insurance card

36.1 Under the insurance contract that is concluded, the insured person may receive an insurance card entitling him to obtain services, in particular medication.

- 36.2 The insurance card is valid for the duration of the insurance cover. It may not be lent, transferred or made accessible to third parties. If the insurance card is lost or if the insured person mislays it, CSS must be notified immediately.
- 36.3 If wrongful use is made of the insurance card, the person in whose name the insurance card is issued will be held liable for any resulting losses incurred by CSS. In particular, benefits wrongfully paid by CSS must be reimbursed and the related additional administrative costs incurred by CSS must be paid.
- 37 Notifications and change of address**
- 37.1 All notifications from the insured person may be validly addressed to the head office of CSS or to the agency in Switzerland designated in the insurance policy. Notifications may be made in writing or in some other form capable of producing a written record.
- 37.2 Notifications from CSS will be deemed legally valid if sent to the most recent address of the insured person in Switzerland notified to CSS.
- 37.3 CSS must be informed immediately of any change of address. The effects of this change of address are set out in Art 18.5 GIC.
- 38 Data privacy and economic, trade and financial sanctions**
- 38.1 Data protection is based on the 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 consulted at: css.ch/data-protection or ordered from: CSS, Datenschutzberater, Tribschenstrasse 21, Postfach 2568, 6002 Luzern.
- 38.2 CSS will not grant cover and is not obliged to make payments or provide other benefits if applicable economic, trade or financial sanctions have been breached.
- 39 Amendments to the insurance conditions**
- 39.1 CSS may amend these GIC or the SC at the beginning of a calendar year for the following reasons in particular:
- Developments in medicine and nursing care with significant implications;
 - Establishment of new or more cost-intensive forms of therapy or nursing care, such as operating techniques, medication, etc.;
 - Changes to benefits in the Federal Health Insurance Act or introduction of mandatory nursing insurance.
- 39.2 CSS will inform the insured person in writing about the amendments at the latest 30 days before the end of the calendar year.
- 39.3 If the insured person does not agree with an amendment, he may terminate the contract with effect from the end of the current calendar year by submitting notice in writing or in some other form capable of producing a written record. 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. If the insured person fails to give notice of termination, this will be deemed as consent to the amendments.
- 40 Specification by means of CSS lists**
- 40.1 CSS is authorised to designate the service providers for the provision of insured benefits by means of lists (service provider lists) and to specify the insured benefits (benefits lists). CSS only has an obligation to pay benefits in respect of those service providers, products and services that feature on the applicable list. The SC define the cover to which lists apply.
- 40.2 CSS may unilaterally amend the CSS lists within the scope of these GIC and the SC. Amendment of CSS lists does not entitle the insured person to terminate the contract.
- 40.3 The CSS lists valid on the date of treatment will apply. The currently applicable versions of the lists are published on the CSS website and may be requested from CSS.
- 40.4 CSS may remove service providers from the list of service providers or set maximum tariffs for individual service providers if no corresponding tariff agreement exists between CSS and the service provider because the services offered or the tariffs charged by that service provider cannot be deemed appropriate when compared with the market or judged by objective criteria (e.g. time billed per day). Maximum tariffs (e.g. for hospital services, attending doctors not on the service provider's staff or alternative therapists) are set in line with the recognised tariffs of comparable service providers. Where the tariff demanded by the service provider exceeds the recognised tariff, CSS reserves the right to reduce the payment accordingly. The conditions for excluding a service provider and for the application of maximum tariffs are set out in the SC.
- 40.5 CSS may add service providers to the list of service providers if the services they offer or the tariffs they charge can be deemed appropriate when compared with the market or judged by objective criteria. CSS reserves the right to conclude tariff agreements with service providers on the list.
- 41 Upgrade option**
- 41.1 Anyone not taking out the highest category of the supplementary health insurance may, on payment of a supplementary premium, ensure they have the one-off right to change to a higher category of the same supplementary health insurance without having to submit a further health declaration, provided this is indicated in the respective SC.
- 41.2 An option can be applied for at the latest until the insured person turns 68 and must take effect at the latest on 1 January of the year following the insured person's 70th birthday. Any later declarations of intent to exercise the right will have no legal effect. The option lapses automatically on 31 December following the insured person's 70th birthday unless validly exercised beforehand.
- 41.3 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 the supplementary health insurance without any limitations and/or exclusions/reservation clauses being imposed. The option may be applied for without having to submit a further health declaration for 16 months following submission of the first health declaration. After this period expires, the option may only be applied for by submitting a further health declaration.
- 41.4 CSS must be notified in writing or in some other form capable of producing a written record 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. Any declarations received later will have no legal effect whatsoever. If the declaration is made validly, the change to the agreed insurance category will take place on 1 January of the following calendar year.
- 41.5 Once the option has been validly exercised, the relevant supplementary premiums will remain due for payment until 31 December prior to the change of insurance category. Thereafter the premium rate applicable to the chosen insurance category will be charged.
- 41.6 The option may only be exercised once and at the earliest 12 months after being taken out, with effect from the next 1 January.
- 41.7 The option can be exercised at the earliest with effect from 1 January of the year following the insured person's

20th birthday. Thereafter, it may only be exercised at intervals of five years (e.g. on 1 January following the 25th, 30th, 35th, etc. birthday).

- 41.8 When the option is exercised, the insured risk (illness, maternity, accident) is retained on moving to the new insurance category.
- 41.9 The option may be cancelled by the insured person in writing or in some other form capable of producing a written record with effect from the end of a calendar year by giving three months' notice.
- 41.10 The supplementary premiums paid to CSS by the insured person for the option will be retained in full by CSS if notice is given to terminate the insurance, regardless of whether or not the option has actually been exercised.
- 41.11 If an insured person changes to another category of insurance in the normal manner after submitting a health declaration, any option taken out for a corresponding change of insurance category will lapse without notice when this takes effect. In this case too, the insured person is not entitled to a refund of the supplementary premiums paid for the option.

42 Place of performance and place of jurisdiction

- 42.1 The obligations arising from the supplementary health insurance plans must be discharged in Switzerland and in Swiss currency.
- 42.2 If legal disputes arise, action may be taken against CSS at the court with jurisdiction at the insured person's place of residence in Switzerland, or in Lucerne. If the insured person lives abroad, Lucerne is the exclusive place of jurisdiction.

Annex: Family discount

CSS Versicherung AG grants a family discount for children and young people on the premiums for supplementary insurance governed by the VVG. The cumulative conditions of eligibility for the family discount are set out in Art. 19.2 GIC.

Amount of discount on individual insurance products:

Insurance product	All insurance categories	Maximum age
Health Insurance Livo Top	50%	up to age 20
Health Insurance Livo Smart	50%	up to age 20
Emergency Insurance Livo	50%	up to age 20
Prevention Insurance Livo	50%	up to age 20

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

Sample calculation, e.g. for Health Insurance Livo Smart, showing several discounts¹:

Gross premium	CHF	20.00
– Discount I (notional) 10%	CHF	2.00
Net premium I	CHF	18.00
– Family discount 50%	CHF	9.00
Net premium II (actual premium due)	CHF	9.00

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

The following supplementary health insurance products are deemed to be equivalent within the meaning of Art. 19.2 c) GIC:

Discounted supplementary health insurance (product taken out for the child/young person who is eligible for a discount)	Equivalent supplementary health insurance (product taken out for the person receiving the discount)	
Health Insurance Livo Top	<ul style="list-style-type: none"> • Health Insurance Livo Top • myFlex Hospitalisation Insurance • CSS Standard Plus Insurance • Semi-Private Hospitalisation Insurance • Private Hospitalisation Insurance 	<ul style="list-style-type: none"> • Hospital20 • Hospital30 • OPTIMA+ • QUADRA+ • FLEXIMA • BASIC
Health Insurance Livo Smart	<ul style="list-style-type: none"> • Health Insurance Livo Top • Health Insurance Livo Smart • myFlex Outpatient Insurance • myFlex Hospitalisation Insurance • CSS Standard Insurance • CSS Standard Plus Insurance • Semi-Private Hospitalisation Insurance • Private Hospitalisation Insurance 	<ul style="list-style-type: none"> • Hospital20 • Hospital30 • UNO+ • DUE+ • OPTIMA+ • QUADRA+ • FLEXIMA • BASIC • CASA
Emergency Insurance Livo	<ul style="list-style-type: none"> • Health Insurance Livo Top • Health Insurance Livo Smart • Emergency Insurance Livo 	<ul style="list-style-type: none"> • myFlex Outpatient Insurance • CSS Standard Insurance • CSS Standard Plus Insurance • UNO+ • DUE+ • CASA
Prevention Insurance Livo	<ul style="list-style-type: none"> • Health Insurance Livo Top • Health Insurance Livo Smart • myFlex Outpatient Insurance 	<ul style="list-style-type: none"> • CSS Standard Insurance • CSS Standard Plus Insurance • UNO+ • DUE+ • CASA

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

