

Health Insurance Livo Top

Supplementary health insurance in accordance with the VVG

Supplementary Conditions (SC) Version 01.2025

These Supplementary Conditions (SC) are based on the General Insurance Conditions (GIC) for Supplementary Health Insurance Livo of CSS Versicherung AG (CSS) and the Federal Insurance Contract Act (VVG). The SC regulate the insurance relationship in addi-

tion to the GIC. Where provisions deviate, the SC take precedence over the GIC. CSS may amend these SC with effect from the beginning of a calendar year for the same reasons as those set out in the GIC (see Art. 39.1 GIC).

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1 Rules governing insurance cover

- 1.1 The product Health Insurance Livo Top enables the insured person to choose between the 'Balance' and 'Premium' insurance categories. Some of the insured benefits may vary, depending on the insurance category.
- 1.2 Newborn babies are insured in the 'Balance' insurance category without a reservation clause from the day of birth provided the signed insurance application is received by CSS at the latest on the day of birth.
- 1.3 The submission of a health declaration is an essential requirement for switching from Health Insurance Livo Top Balance to Health Insurance Livo Top Premium; the health declaration must be expressly accepted by CSS for the change to take place.
- 1.4 CSS will pay the same benefits for maternity as for illness provided the mother has held the corresponding supplementary insurance cover for illness and maternity with CSS for at least 365 days prior to the day of birth (qualifying period). If insurance cover for maternity has been excluded, the insured person may apply to have this cover included at any time. In this case, the qualifying period of 365 days will also apply.
- 1.5 Insured persons who have excluded accident cover may apply to have accident cover included at any time. Submission of a health declaration is an essential requirement for inclusion, and the health declaration must be expressly accepted by CSS for inclusion to take place.
- 1.6 For additional and supplementary benefits as set out in Arts. 2.4.1 to 2.4.3 and 2.5.1, a commitment from CSS to provide cover in respect of both the chosen service provider and the chosen benefits and services must be presented on admission to the service provider's facility. In emergencies, a commitment from CSS to provide cover in respect of both the chosen service provider and the chosen additional and supplementary benefits and services must be obtained immediately from CSS, where reasonable.

- 1.7 The scope of the insurance cover is set out in the tables in Art. 2. The insured benefits may be specified by means of benefits lists and service provider lists. The following lists of benefits and service providers, which may be amended unilaterally by CSS, will apply:
- Medication: non-insured preparations (additional to the LPPV), Art. 2.1.1
 - VVG aids and medical devices, Art. 2.1.3
 - List of methods and therapists for alternative medicine, Art. 2.1.4
 - Mental health offers and providers, Art. 2.1.5
 - Health promotion, Art. 2.1.6
 - Support offers, Art. 2.1.7
 - Health promotion for pregnancy and maternity, Art. 2.3.3
 - Outpatient procedures and treatments, Art. 2.4.3
 - Service providers for outpatient procedures, Arts. 2.4.3 and 2.5.1
 - Inpatient service providers 'Balance' and 'Premium', Arts. 2.4.3, 2.5.1 and 4.4
 - All-round comfort, Art. 2.5.2
 - Spas and health resorts, Art. 2.5.5
 - Innovations, Art. 2.6.6

2 Insured benefits under "Health Insurance Livo Top"

When a claim is made for illness, maternity or accident, CSS will pay the benefits listed in the table below, taking into account the cost participation and maximum amounts indicated. Cover varies for some benefits depending on whether the 'Balance' or 'Premium' insurance category has been chosen.

	BALANCE	PREMIUM
2.1 General benefits		
2.1.1 Medication	Medicines prescribed by a doctor that are scientifically recognised in Switzerland at the usual market prices ('hors liste' or 'unlisted medicines'). These serve to treat medical conditions and do not feature on either the Specialties List (SL), the list of medicines with tariffs (ALT) or the list of pharmaceutical products for special application (LPPV). 75%, no limit Exceptions: Medicinal products which CSS places on its own "Medication: non-insured preparations (additional to the LPPV)" list in addition to or in place of the LPPV, and which are not or only partly covered by this insurance.	
2.1.2 Optical aids	Spectacle lenses and contact lenses, provided they are needed to correct the patient's sight. Adults: 100%, max. CHF 200 per calendar year Children (until the end of the calendar year in which they turn 18): 100%, max. CHF 200 per insured event	
2.1.3 Aids and medical devices	Aids: Aids prescribed by a doctor as set out in the "VVG aids and medical devices" benefits list, which serve either to investigate or treat an illness and its consequences (e.g. walking aids). Medical devices: Medical devices prescribed by a doctor and scientifically recognised at the usual market prices as set out in the "VVG aids and medical devices" benefits list. 90%, max. CHF 1,000 per calendar year	

	BALANCE	PREMIUM
2.1.4 Alternative medicine	Treatments for illness, accident or maternity used in alternative medicine as set out in the "List of methods and therapists for alternative medicine" benefits list, and recognised alternative medicines that are prescribed or dispensed, provided they form part of a recognised method.	
	75%, max. CHF 10,000 per calendar year Deductible for adults: CHF 300 per calendar year Deductible for children (until the end of the calendar year in which they turn 18): CHF 0 per calendar year	
2.1.5 Mental health	Psychotherapeutic treatments provided by a CSS-recognised service provider who features on the "Mental health offers and providers" list of service providers and is not recognised under the KVG, and psychotherapeutic services such as digital therapies that do not form part of the catalogue of benefits set out in the KVG.	
	75%, max. CHF 1,000 per calendar year	75%, max. CHF 3,000 per calendar year
2.1.6 Health promotion	Contributions towards offers relating to health promotion and prevention (e.g. for fitness and exercise, nutrition, relaxation, self-help programmes) as set out in the "Health promotion" benefits list.	
	Min. 50%, max. CHF 300 per calendar year	
2.1.7 Support	Other services and offers providing support when ill (e.g. measures to ease symptoms and alleviate the course of the illness, boosting the quality of life, monitoring) as set out in the "Support offers" benefits list.	
	Min. 50%, max. CHF 1,000 per calendar year	
2.1.8 Legal Expenses Insurance for Patients and Legal Expenses Insurance while Abroad	Health Insurance Livo Top includes Legal Expenses Insurance for Patients and Legal Expenses Insurance while Abroad in accordance with the General Insurance Conditions annexed to these SC (based on the GIC of 01.2025). Orion Rechtsschutz-Versicherung AG in Basel (Orion) assumes the risks covered by Legal Expenses Insurance for Patients and Legal Expenses Insurance while Abroad. Orion is a limited company constituted under Swiss law. Should the risk carrier for Legal Expenses Insurance for Patients and Legal Expenses Insurance while Abroad change, CSS will ensure that the insured person is informed of this, that the insured person continues to be offered comparable insurance cover and that ongoing claims are covered. Legal Expenses Insurance while Abroad covers legal cases outside Switzerland pertaining to damages law, contract law, insurance law, and criminal and administrative law.	
	100%, max. CHF 250,000 per legal case in Europe 100%, max. CHF 50,000 per legal case outside Europe	
2.2 Dental treatment	CSS covers the following dental benefits. If other supplementary insurance plans for dental benefits are in effect with CSS Versicherung AG, the costs assumed under Health Insurance Livo Top in each case will only cover the difference between the benefits paid under those plans and the invoiced amount.	
2.2.1 Dental treatment	Costs for dental treatment until the end of the calendar year in which the insured person turns 18.	
	50%, max. CHF 2,000 per calendar year	
2.2.2 Orthodontics	Correction of malpositioned teeth (maxillofacial surgery and dentofacial orthopaedic treatment, orthodontic measures) until the end of the calendar year in which the insured person turns 18.	
	50%, max. CHF 12,000 per calendar year	
2.2.3 Wisdom teeth	Extraction of wisdom teeth from the beginning of the calendar year in which the insured person turns 19 (incl. anaesthetics, necessary x-rays and follow-up treatment).	
	50%, max. CHF 2,000 per calendar year	
2.3 Maternity benefits (pregnancy and birth)	For maternity, CSS covers the following benefits on expiry of a qualifying period as set out in Art. 1.4:	
2.3.1 Ultrasound scans and check-ups	All ultrasound scans and other check-ups recommended by a doctor which are not covered under the KVG.	
	90%, no limit	
2.3.2 Births in a birthing centre, at home or in an outpatient setting	The mother will be paid a lump sum for the medical expenses associated with giving birth if the birth takes place in a birthing centre that is not on the hospital list of the canton in which the mother lives, at home or in an outpatient setting. The mother must apply to CSS for the lump-sum birth allowance, and must present confirmation of the birth.	
	CHF 500 lump-sum birth allowance per child	
2.3.3 Health promotion for pregnancy and maternity	Other benefits for promoting the health of the parents and the newborn baby during and after pregnancy as set out in the "Health promotion for pregnancy and maternity" benefits list.	
	Min. 50%, max. CHF 300 per calendar year. A breastfeeding allowance of CHF 200 per child will be paid to the mother on presentation of evidence that she has breastfed the child for at least 30 days.	

	BALANCE	PREMIUM
2.4 Benefits for inpatient stays or outpatient procedures and treatments	CSS pays benefits for illness, maternity or accident as follows. The scope of cover varies depending on whether the 'Balance' or 'Premium' insurance category has been chosen as set out in Art. 1.1.	
2.4.1 Hospital costs in a general ward throughout Switzerland	Costs in a general ward in hospitals throughout Switzerland that hold a cantonal performance mandate for the treatment in question but which charge a higher reference tariff (e.g. base rate) than hospitals in the canton in which the insured person lives (also known as "elective treatment in KVG list hospitals outside the canton of residence").	
	100%, no limit	
2.4.2 Other hospital costs	The share paid by the canton under the KVG for treatments for which the hospital does not have a cantonal performance mandate. The share to be paid by the canton under the KVG for treatments for which the hospital has a cantonal performance mandate but for which the canton does not reimburse its share of the costs in accordance with the KVG. These benefits are only covered if the service provider is recognised by CSS.	
	100%, no limit	
	Co-payment in line with the chosen option as set out in Art. 4.2 and for other service providers as set out in Art. 4.4.	
2.4.3 Medical and clinical additional and supplementary benefits	Access to all doctors recommended for the treatment pathway (free choice of doctor, incl. attending doctors not on the service provider's staff) and to all associated medical and clinical additional and supplementary services during an inpatient stay or for outpatient treatment (as set out in the "Outpatient treatment and procedures" benefits list).	
	100%, no limit for service providers on the "List of inpatient service providers 'Balance'" or the "List of service providers for outpatient procedures"	100%, no limit for service providers on the "List of inpatient service providers 'Premium'" or the "List of service providers for outpatient procedures"
	Co-payment in line with the chosen option as set out in Art. 4.2 and for other service providers as set out in Art. 4.4.	Co-payment in line with the chosen option as set out in Art. 4.2 and for other service providers as set out in Art. 4.4.
	Limit for rehabilitation and psychiatric facilities: max. 90 days each per calendar year	Limit for rehabilitation and psychiatric facilities: max. 180 days each per calendar year
2.5 Comfort benefits	CSS pays comfort benefits for accident, illness or maternity as follows. The scope of cover varies depending on whether the 'Balance' or 'Premium' insurance category has been chosen as set out in Art. 1.1.	
2.5.1 Hotel services and comfort	Additional and supplementary benefits relating to hotel services/comfort (in accordance with the service provider's offering or additional service concept) during an inpatient stay or for outpatient treatment (as set out in the "Outpatient treatment and procedures" benefits list). The insured person is free to choose which of the additional and supplementary services offered by the service provider he wishes to take advantage of.	
	Benefits for service providers on the "List of inpatient service providers 'Balance'" or the "List of service providers for outpatient procedures"	Benefits for service providers on the "List of inpatient service providers 'Premium'" or the "List of service providers for outpatient procedures"
	Co-payment in line with the chosen option as set out in Art. 4.2 and for other service providers as set out in Art. 4.4.	Co-payment in line with the chosen option as set out in Art. 4.2 and for other service providers as set out in Art. 4.4.
	Limit for rehabilitation and psychiatric facilities: max. 90 days each per calendar year	Limit for rehabilitation and psychiatric facilities: max. 180 days each per calendar year
2.5.2 All-round comfort	Comfort services (e.g. transport or meal service, as set out in the "All-round comfort" benefits list) before or after an inpatient stay or an outpatient procedure or treatment (as set out in the "Outpatient treatment and procedures" benefits list).	
	Min. 50%, max. CHF 500 per calendar year (max. CHF 500 per case)	Min. 50%, max. CHF 1,000 per calendar year (max. CHF 500 per case)

	BALANCE	PREMIUM
2.5.3 Home help	Home help prescribed by a doctor if the insured person is completely unable to take care of household tasks, there is a proven need for help for the insured person, his family or household, and the help is provided by someone who is not a close relative of the insured person. Max. CHF 80 per day, capped at CHF 3,000 per calendar year (for 21 days following birth without a doctor's prescription).	
2.5.4 Rooming-in	Accommodation costs of an accompanying person during an inpatient stay (acute hospital, rehabilitation, psychiatry) by the insured person. Max. CHF 120 per day, capped at CHF 3,000 per calendar year	
2.5.5 Spa and recovery cures	Spa treatments: Costs at spas as set out in the "Spas and health resorts" list of service providers if prescribed by a doctor (costs after deduction of any benefits covered by the KVG). Recovery cures: Cost of accommodation at health resorts as set out in the "Spas and health resorts" list of service providers after an inpatient stay or after an outpatient procedure or treatment (as set out in the "Outpatient treatment and procedures" benefits list), if prescribed by a doctor. Max. CHF 120 per day, capped at CHF 3,000 per calendar year The spa and recovery cure must start within ten days of discharge.	
2.6 Other benefits	CSS pays benefits for illness, maternity or accident as follows; the scope of cover varies depending on whether the 'Balance' or 'Premium' insurance category has been chosen as set out in Art. 1.1.	
2.6.1 Elective treatment abroad	Diagnostic examinations and medical treatment abroad for which CSS issues a commitment to provide cover in advance. Alternative medicine, cosmetic and psychiatric treatment and all other forms of treatment not recognised under the KVG are not covered. No benefits	
		Outpatient: 75%, max. CHF 250,000 per calendar year Inpatient: 75%, max. CHF 500,000 per calendar year
2.6.2 Vision correction surgery	Contribution towards ophthalmological procedures for benefits that do not form part of the catalogue of benefits set out in the KVG. 90%, max. CHF 1,000 per insured person	
2.6.3 Cosmetic treatment	For ear corrections: Outpatient and inpatient treatment until the end of the calendar year in which the insured person turns 18. For scar revisions, varicose vein treatment, abdominoplasty: Outpatient or inpatient, from the beginning of the calendar year in which the insured person turns 19. 75%, max. CHF 2,000 per calendar year	
		75%, max. CHF 4,000 per calendar year
2.6.4 Sterilisation	Outpatient or inpatient sterilisation for men and women. Outpatient: 90%, max. CHF 2,000 per insured event Inpatient: 90%, max. CHF 4,000 per insured event	
2.6.5 Outpatient treatment by non-contracting doctors	Outpatient treatment by doctors in possession of a federal diploma who decline, in accordance with Art. 44 para. 2 KVG, to provide services within the framework of mandatory healthcare insurance. Complementary medical treatment, cosmetic treatment and all other forms of treatment not recognised under the KVG are not covered. No benefits	
		90%, max. CHF 5,000 per calendar year
2.6.6 Innovative treatments and forms of care	Contributions towards innovative products, services and therapies, and towards forms of care as set out in the "Innovations" list of benefits and service providers that serve to support a treatment. CSS regularly reviews innovative offerings and products and service providers, and continually updates this list. Min. 50%, max. CHF 1,000 per calendar year	
		Min. 50%, max. CHF 3,000 per calendar year
2.6.7 Care at home	Care services provided at home if the involvement of a paid caregiver is required. The caregiver may also be someone who lives in the same household as the insured person. The benefits must be applied for using the form entitled "Home Help/Home Care Statement". CSS may ask for a doctor's prescription to be submitted. Max. CHF 50 per day, capped at CHF 500 per calendar year	
		Max. CHF 100 per day, capped at CHF 1,000 per calendar year
2.6.8 Hazardous activities	Cost of all benefits set out in these SC for illnesses and accidents resulting from acts of daring (see Art. 26.2 i) of the GIC). No benefits	
		Max. CHF 250,000 per calendar year

3 Scope of entitlement to benefits

- 3.1 The benefits provided will be applied against the total amount of insured benefits per calendar year within the limits of the CSS-recognised tariffs. The date of treatment is the determining factor. CSS recognises tariffs under contractual agreements it has negotiated with the respective service providers. Where no contractual agreement has been concluded with a service provider, CSS may recognise a tariff (maximum tariff) that can be deemed appropriate when compared with the market or judged by objective criteria. The CSS lists indicate the cases in which maximum tariffs come into effect. The insured person will be informed of existing maximum tariffs on request.
- 3.2 Costs incurred after the total amount of insured benefits has been exhausted cannot be carried forward to the following year. If the total amount of insured benefits is not fully exhausted, the unused sum insured cannot be carried forward to the following year.
- 3.3 At most, the actual costs incurred will be reimbursed.
- 3.4 CSS reserves the right to exclude service providers from the provision of services if the tariffs they charge cannot be deemed appropriate when compared with the market or judged by objective criteria (see Art. 40.4 GIC) or the service they provide does not meet professional standards. The CSS lists valid on the date of treatment will apply. The lists of recognised service providers that currently apply are published on the CSS website and may be requested from CSS.
- 3.5 All-round comfort benefits (Art. 2.5.2) are paid for up to 21 days for inpatient stays and up to three days following discharge for outpatient treatment. No bills for services provided by family or friends will be accepted. Exceptions: Persons living in the same household as the insured person who can prove a loss of earnings from providing the service.

4 Co-payments

- 4.1 The co-payments are generally based on the scope of benefits as shown in the Insured benefits Health Insurance Livo Top table (Art. 2).
- 4.2 Under the Health Insurance Livo Top product, the insured person can choose between three different co-payment options for benefits that fall under Arts. 2.4.2, 2.4.3 and 2.5.1:

Option 1	CHF 0
Option 2	25%, max. CHF 5,000 per calendar year
Option 3	50%, max. CHF 10,000 per calendar year

The co-payment option stated in the policy applies.

- 4.3 The insured person may apply to change to another co-payment option at any time. A change to an option with a lower co-payment in accordance with Art. 4.2 will be granted subject to submission and acceptance of a health declaration, from the beginning of the month following acceptance. If no health declaration is submitted or if the health declaration is not accepted by CSS without reservation, the change will only take place at the beginning of the second calendar year following the application.
- 4.4 If the insured person seeks treatment from a service provider who does not feature on the respective list of inpatient service providers for the chosen 'Balance' or 'Premium' insurance category, he will accept a higher co-payment for benefits in accordance with Arts. 2.4.2, 2.4.3 and 2.5.1. The amount of the applicable co-payment is shown in the following table. The requirement for the service provider to feature on the respective list does not apply in the case of an emergency.

		SERVICE PROVIDERS IN ACCORDANCE WITH THE LIST FOR THE INSURANCE CATEGORY		FREE CHOICE OF SERVICE PROVIDER
		BALANCE	PREMIUM	
CHOSEN INSURANCE CATEGORY	BALANCE	Cover: 100%, no limit	Co-payment: 75%, max. CHF 10,000 per calendar year	Co-payment: min. 75% CSS covers max. CHF 1,500 per night
	PREMIUM		Cover: 100%, no limit	Co-payment: min. 75% CSS covers max. CHF 1,500 per night

5 Upgrade option

Under this supplementary health insurance, CSS grants the option to upgrade as set out in Art. 41 of the GIC.

6 Further provisions

The insured person will be assigned to one of the age groups shown in Art. 18.2 GIC on the basis of his current age. When the insurance starts, the age reached by the insured person on his birthday in that calendar year determines which age group he is assigned to.

A move to a higher age group may entail premium adjustments. As a rule, premiums increase with age.

Annex: General Insurance Conditions (GIC)

Legal Expenses Insurance for Patients and Legal Expenses Insurance while Abroad

Supplementary Conditions to Health Insurance Livo Top
Version 01.2025

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Introduction

General Insurance Conditions of Orion Rechtsschutz-Versicherung AG Basel (Orion) as the risk carrier for Legal Expenses Insurance for Patients and Legal Expenses Insurance while Abroad within the scope of Health Insurance Livo Top provided by CSS Versicherung AG (CSS).

I Common provisions

1 Insured persons

All persons who have taken out Health Insurance Livo Top with CSS are insured. If an insured person dies as a result of the circumstances leading to the insured event, his legal successors and any other rightful claimants upon the insured person's death will be covered for this case by the Legal Expenses Insurance.

2 Term of insurance

2.1 Legal expenses cover is granted for disputes arising during the period of validity of Health Insurance Livo Top provided the need for legal expenses cover also arises during this period of validity.

2.2 A legal case is deemed to have occurred in the following circumstances:

a) Damages law

At the time the damage was caused;

b) Criminal and administrative law

At the time of the actual or alleged breach of criminal law;

c) Insurance law

Upon the first occurrence of the health impairment that leads to incapacity to work or disability; in all other cases: upon occurrence of the event that gives rise to a claim on the insurance;

d) In all other cases

At the time of the actual or alleged breach of legislation or contractual obligations, unless it was already apparent to the insured person beforehand that legal differences could arise. In the latter case, the time of this realisation applies.

3 Territorial scope

3.1 The insurance is valid worldwide within the scope of the following contractual terms. Legal Expenses Insurance while Abroad is only valid outside Switzerland. The Principality of Liechtenstein is deemed to be abroad. When travelling by air, cover starts and ends on passing through Swiss airport customs.

3.2 The insurance is only valid for disputes concerning legal expenses in relation to travel contracts, attendance at a school or credit cards as set out in Arts. 11.2 b–d if the place of jurisdiction is in Switzerland and Swiss law applies.

3.3 If reference is made to Europe in these General Insurance Conditions, this means geographical Europe extending to the Ural Mountains and the countries adjoining the Mediterranean Sea.

4 Insured benefits

Orion provides benefits up to a maximum amount totalling CHF 250,000 per event (or CHF 50,000 per event for legal cases outside Europe) for the following:

- handling of these legal cases by Orion;
- fees for a lawyer and/or next friend or a mediator;
- cost of expert opinions;
- court fees and other costs of proceedings to be borne by the insured person, including advances;
- costs and charges imposed upon the insured person in a monetary penalty order; the insured person is personally liable for any monetary penalties imposed;
- procedural costs awarded to the opposing party and to be paid by the insured person, including any security to be provided;
- collection of any claims due to the insured person from an insured case until such time as a provisional or definitive certificate of shortfall is issued or a petition made for a debt moratorium or for declaration of bankruptcy;
- advances for bail to avoid pretrial detention following an accident.

5 Benefit restrictions

5.1 The insurance generally does not cover payment of the following:

- costs and fees which a third party is required to assume or that are payable by a liable party or a liability insurer; in such cases, Orion only pays advances;
- costs and fees of bankruptcy and composition proceedings, as well as of actions contesting third-party claims, actions contesting the schedule of claims and actions for a stay of judgement;
- the insured person's translation and travel costs.

5.2 All disputes arising from the same cause or that are indirectly or directly connected with the same event are deemed to be a single legal case. The sum insured will be paid out only once per legal case, even if several areas of law are involved. Any security and advances provided will be offset in full against the sum insured. Advances and securities must be refunded to Orion.

5.3 If an event affects a number of insured persons who are insured under different contracts, Orion is entitled to limit its benefits to the safeguarding of interests out of court until such time as a test case can be brought by lawyers of its choice.

6 Legal cases generally not insured

The following are not insured (all exclusions take precedence over the provisions of Arts. 8, 10 and 11):

- all legal cases not expressly designated as insured in Arts. 8 and 11;
- warding off non-contractual claims for damages from third parties (this falls under any liability insurance);
- cases arising in connection with war, commotions, strikes or lockouts and from participation in fights or brawls;
- cases against Orion and CSS, their directors and officers and employees.

7 Applicable law and place of jurisdiction

7.1 In the absence of provisions to the contrary in these General Insurance Conditions, Swiss law shall apply, and in particular the Federal Insurance Contract Act of 2 April 1908 and Art. 161 et seq. of the Ordinance on the Supervision of Private Insurance Companies of 9 November 2005.

- 7.2 In disputes between an insured person and Orion arising from this contract, Orion recognises the insured person's place of residence in Switzerland as the place of jurisdiction. If the insured person has no place of residence in Switzerland, the place of jurisdiction shall be Basel.

II Provisions governing Legal Expenses Insurance for Patients

8 Insured legal cases

Orion insures representation of the insured person's interests in disputes with service providers recognised by CSS and their liability insurers arising as a consequence of misdiagnosis and medical malpractice in connection with medical treatment related to an illness and/or an accident.

9 Non-insured legal cases

No cover is provided for disputes:

- in connection with the consequences of illnesses and/or accidents which are excluded from the cover provided by CSS;
- in connection with psychiatric and psychotherapeutic treatments;
- in connection with treatments not approved by CSS;
- in connection with service providers' fees and invoices;
- with other insurers of the insured person and social insurance organisations;
- cases set out in Art. 6.

III Provisions governing Legal Expenses Insurance while Abroad

10 Insured events

Orion grants the insured person legal expenses cover in the following areas:

10.1 Traffic-related incidents

During the outward/return journey and during stays for holidays or to attend a school abroad in the capacity of: driver, registered user or owner of the vehicle in use and hirer of a vehicle rented abroad; pedestrian, cyclist, moped rider or passenger in any form of transport.

10.2 Non-traffic-related incidents

During the outward/return journey and during stays for holidays or to attend a school abroad:

- personal injury and/or property damage (as set out in Art. 11.1);
- disputes arising from repair and hire contracts (as set out in Art. 11.2 a);
- disputes arising from travel contracts (as set out in Art. 11.2 b);
- while engaged in a hobby or amateur sports during the holiday or attendance at a school abroad;
- while attending a school abroad (as set out in Art. 11.2 c);
- arising from use of a credit card (as set out in Art. 11.2 d).

11 Insured legal cases

11.1 Legal expenses under damages law

Assertion of non-contractual claims for damages arising from damage to property or personal injury caused by a traffic-related or non-traffic-related incident and for the financial losses resulting directly from that incident. Cases relating to defamation are not covered.

11.2 Contract law

a) Vehicle contract legal expenses

Representation in disagreements arising from repair and hire contracts with respect to the vehicle used on and during the trip (excluding aircraft). Disputes arising from sales and leasing contracts are excluded.

b) Travel contract legal expenses

Representation in disputes arising from travel contracts with a travel agent whose registered office is in Switzerland.

c) Legal expenses in connection with schooling

Representation in disagreements arising from contracts concluded with schools abroad.

d) Credit card legal expenses

Representation in disputes with a credit card company whose registered office is in Switzerland, provided the disputes do not concern breaches of obligations arising from the credit card agreement.

11.3 Traffic legal expenses

Representation in disputes with private or public insurance institutions authorised to do business in Switzerland following an accident abroad. Furthermore, legal expenses cover will be granted in disputes with foreign insurance companies arising from the hiring of motor vehicles (excluding aircraft) and non-motorised hobby sports equipment (see Art. 12 for restrictions).

11.4 Criminal and administrative legal expenses

Representation in criminal and administrative proceedings before foreign police or criminal courts and authorities arising from alleged negligence with respect to the laws of the foreign country.

12 Non-insured legal cases

The following are excluded from the insurance:

- claims for compensatory damages arising from burglary, theft, loss of property and misuse of credit cards;
- cases in which the driver uses a vehicle not registered for use on public roads, is not authorised to drive the vehicle, does not have a valid driving licence or drives a vehicle not fitted with valid number plates;
- cases relating to active participation in competitive motor sports and races, including training for such;
- cases as the owner/registered user of commercial vehicles such as taxis, coaches, delivery vans and lorries, driving school vehicles, etc.;
- cases in which the insured person is charged with having exceeded the permitted speed limit by at least 30 km/h within a built-up area and by at least 40 km/h outside city limits and on main roads, and by at least 50 km/h on motorways;
- recurring cases in connection with the following events: charges of driving in an unfit state while under the influence of alcohol, medication or illegal drugs, and refusing to give a blood sample. Benefits will be reduced if this is a first offence;
- cases in which the insured person is the owner, registered user or driver of watercraft or aircraft. This exclusion does not apply to disputes arising from hire contracts for watercraft;
- cases set out in Art. 6.

IV Provisions on occurrence of a legal case

13 Notifying a legal case

- 13.1 The insured person must notify CSS of the claim as soon as possible. If a claim for legal expenses is to be made, CSS will immediately pass the case on to Orion after checking the conditions of cover; Orion will then correspond directly with the insured person. If legal expenses cover is required while abroad, the CSS Emergency Centre must be informed immediately.
- 13.2 If the insured person appoints a lawyer, next friend or mediator without Orion's consent, no more than CHF 500 of any costs incurred by him before a commitment to provide cover has been issued will be covered. Prior approval must be obtained from Orion before fee agreements are reached. Orion will not pay any success fee that the insured person may have agreed with the lawyer.

14 Handling of a legal case

- 14.1 Orion determines how to proceed in the best interests of the insured person. Orion conducts the negotiations for an amicable settlement and proposes mediation in appropriate cases. Orion decides whether to involve a lawyer or mediator and whether to draw up expert opinions.
- 14.2 Orion grants the insured person a free choice of lawyer if a representative needs to be engaged in respect of court or administrative proceedings, and in the event of any conflict of interests. If the insured person withdraws this mandate at a later date, he must bear any additional costs incurred as a result. Orion has the right to reject any lawyer proposed by the insured person. The insured person may then propose three lawyers from different law firms, from which Orion will select the lawyer to be appointed. If the insured person nevertheless insists on appointing the lawyer rejected by Orion and does not propose any other lawyer, Orion will no longer have any obligation to pay benefits. No reason need be given for refusing a lawyer.
- 14.3 The insured person must provide Orion with the necessary information and powers of attorney. All records in connection with the case such as monetary penalty orders, summonses, judgments, correspondence, etc. must be forwarded to Orion immediately. If a lawyer has been appointed, the insured person must authorise that lawyer to keep Orion informed about the development of the case, including, but not limited to, providing Orion with the documents needed to assess the insurance cover or the prospects of success. If the insured person fails in this obligation to cooperate despite being requested to do so by Orion, the latter will set a reasonable deadline by which he must comply under the threat of losing his entitlement to insurance.
- 14.4 Settlements that impose obligations on Orion may not be concluded by the insured person without Orion's consent.
- 14.5 Any procedural costs or damages awarded to the insured person (in or out of court) must be ceded to Orion, up to the amount of the benefits it has already provided.

15 Differences of opinion

- 15.1 If there are differences of opinion about how to proceed in a legal case which is included in the cover or about the prospects of the legal case succeeding, Orion will state the reasons for its legal opinion immediately in writing and, at the same time, remind the insured person of his right to initiate arbitration proceedings within 20 days. If the insured person does not request arbitration proceedings within this period, he will be deemed to have waived this right. After receiving the written notification providing reasons, the insured person must himself take all the necessary measures to defend his interests. In this case, Orion cannot be held liable for the consequences of inadequate representation of interests, in particular missed deadlines. The costs of these arbitration proceedings are to be advanced in equal parts by the two parties and will be charged to the unsuccessful party. If one party fails to advance their share of the costs, it will be deemed to have accepted the opposing party's legal opinion.
- 15.2 The parties will jointly appoint a sole arbitrator. The proceedings will be restricted to a single written exchange of briefs, citing the parties' reasons and stating the evidence upon which their arguments are based; the arbitrator will then make his decision on this basis. In all other respects, the provisions of the Concordat on Arbitration apply.
- 15.3 If the insured person initiates proceedings at his own expense after Orion has refused its obligation to pay benefits and obtains a judgment that is more favourable to him than the solution put to him in writing by Orion or than the result of the arbitration proceedings, Orion will meet the costs incurred thereby as if it had consented to the proceedings.

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



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