

International Health Plan

General Insurance Conditions (AVB)
Version 01.2009

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I Definitions and contents

Art. 1 Contractual basis, formal requirements

- 1.1 The policy contains the following information: the name of the policyholder, the name of the insured person, the date when insurance cover begins, the contract term, the annual sums insured, the deductibles and any special agreements.
- 1.2 This insurance is based on the insurance contract between CSS Versicherung AG (hereinafter referred to as "CSS") and the policyholder as well as this document, the General Insurance Conditions (AVB). In all other respects, the Federal Insurance Contract Act (VVG) applies. 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.
- 1.3 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.

Art. 2 Purpose of the insurance

The insurance covers the financial consequences of illness, accident and maternity, as well as Emergency services, notably repatriation and emergency medical transport.

Art. 3 Territorial validity

The insurance is valid worldwide.

Art. 4 Insured persons

- 4.1 The insurance covers the persons named in the policy, provided these persons have given notice of departure to the authorities of Switzerland and are not subject to mandatory insurance under the KVG and UVG.
- 4.2 The insured person is the person for whom cover is provided if events agreed on in the contract occur.

Art. 5 Policyholder

The policyholder is the person who has concluded the insurance contract with CSS either on his own behalf or on behalf of another person. The policyholder is the party liable to pay premiums.

Art. 6 Newborn babies

CSS insures newborn babies retrospectively with effect from the day of birth, provided the signed application is received 30 days after the birth at the latest and the child does not suffer from any illnesses or disability which might cause CSS to reject the application for insurance. Otherwise, the next possible date for the beginning of insurance applies.

Art. 7 Illness

Illness is considered to be any impairment of physical or mental health not resulting from an accident and which requires medical examination or treatment.

Art. 8 Accident

An accident is defined as the sudden, unintentional, harmful effect of an unusual external factor on the human body that results in an impairment of physical, mental or psychiatric health or leads to death.

The following physical injuries (the list is exhaustive) are classified as accidents even if they are not due to any unusual external factor, provided they are not clearly attributable to an illness or degenerative condition:

- a) broken bones;
- b) dislocated joints;
- c) torn meniscus;
- d) torn muscles;
- e) strained muscles;
- f) ruptured tendons;
- g) injured ligaments;
- h) eardrum damage;
- i) frostbite;
- k) heatstroke;
- l) sunstroke and damage to health caused by ultraviolet rays, with the exception of sunburn;
- m) broken teeth

Art. 9 Maternity

Maternity includes pregnancy and childbirth. Complications in pregnancy are deemed equivalent to illness.

Art. 10 Hospital

Hospitals are officially regulated and state-recognised public or private medical establishments that are directed and supervised by medical doctors and which exist for the purpose of treating persons suffering from illness or the victims of accidents. Nursing homes, geriatric care centres, homes for patients suffering from chronic illnesses and other facilities not intended for acute treatment are not considered as hospitals.

Art. 11 Rehabilitation clinic

Rehabilitation clinics are establishments directed and supervised by medical doctors for the purpose of rehabilitation.

Art. 12 Spas

Spas are establishments directed and supervised by medical doctors and intended for remedial and recovery cures.

Art. 13 Outpatient and inpatient treatment

Outpatient treatment is treatment which is necessary for medical reasons but does not involve hospitalisation. Inpatient treatment is any period of hospitalisation for more than 24 hours which is necessary for medical reasons.

II Benefits provided by CSS

Art. 14 General information

The insured person has a free choice of doctor and hospital. A stay in either a hospital or clinic must be medically prescribed and medically necessary.

The benefits are paid for treatment and services as described in Articles 15 to 22 if such are effective, suitable and economical. The effectiveness of the treatment must have been proven by means of scientific methods.

The receipted costs are reimbursed in line with the appropriate tariffs applicable in the country where the treatment took place; otherwise benefits may be reduced.

All the treatment and services outlined in articles 15–18 can be organised and guaranteed by contacting the CSS Emergency Centre as stated in article 24. The CSS Emergency Centre's doctors decide upon the most suitable treatment on the basis of medical certificates obtained from the insured person's attending doctor. All correspondence and communications should be sent to the address given in article 46.

Art. 15 Inpatient hospitalisation

For hospitalisation at all public or private hospitals, CSS pays the receipted costs, up to CHF 1,000,000 per calendar year and insured person, for

- food and accommodation
 - medical fees
 - diagnostic and therapeutic measures
 - medicine, medical aids, anaesthesia, operating theatre
- A deductible applies per calendar year. The amount of the deductible chosen by the insured person is indicated in the policy. Benefits are paid only as long as the insured person is in acute medical need of hospital treatment.

Art. 16 Inpatient rehabilitation

CSS pays the costs of medically prescribed:

- food and accommodation
 - medical fees
 - diagnostic and therapeutic measures
 - medicine and medical aids
- up to CHF 800 per day for a maximum of 90 days per calendar year.

Art. 17 Inpatient psychiatric treatment

For medically prescribed in-patient psychiatric treatment, CSS pays the cost of

- food and accommodation
 - medical fees
 - diagnostic and therapeutic measures
 - medicine and medical aids
- up to CHF 400 per day for a maximum of 180 days within a period of 900 successive days.

Art. 18 Maternity

Maternity benefits are subject to a nine-month qualifying period from the beginning of the insurance.

- 18.1 CSS reimburses costs for
- a) antenatal courses up to a maximum of CHF 150
 - b) antenatal check-ups prescribed by a doctor up to a maximum of CHF 10,000
 - c) birth and lying-in up to a maximum of CHF 50,000
 - d) treatment costs and cost of accommodation for a newborn baby up to a maximum of CHF 5,000
- 18.2 For the mother, benefits in keeping with the tariff of the relevant public or private hospital are paid per pregnancy and birth. No deductible applies.
- 18.3 For the newborn baby, the actual and receipted treatment costs and cost of accommodation as described in article 18.1 d) are paid per birth in accordance with the mother's insurance for the duration of the mother's hospitalisation, but no more than 10 weeks.

Art. 19 Outpatient treatment

- 19.1 In the event of a claim, CSS pays
- a) fees for doctors, chiropractors, osteopaths and other medical personnel officially registered in the country where the treatment is given
 - b) medically prescribed diagnostic and therapeutic measures
 - c) medically prescribed medication and medical aids
 - d) medically prescribed vaccinations
- 19.2 Deductible
- A deductible applies per calendar year. The amount of the deductible chosen by the insured person is indicated in the policy. Once the deductible has been applied, all of the patient's receipted costs up to a maximum of CHF 100,000 per person and calendar year are paid.

Art. 20 Outpatient procedures

If hospitalisation can be avoided by an outpatient procedure, CSS pays the actual receipted costs, up to a maximum of CHF 50,000 per procedure. No deductible applies.

Art. 21 Home care

If care by a qualified medical assistant or a caregiver provided by a medical institution reduces or avoids a period of hospitalisation, a stay in a rehabilitation clinic or stay at a spa, CSS pays the actual receipted costs, up to CHF 100 per day for a maximum of 60 days per calendar year. The preliminary application for this benefit must be accompanied by a certificate from the attending doctor.

Art. 22 Stays at spas

For stays at a spa directed by a medical doctor (either subsequent to or to avoid hospitalisation and on a doctor's prescription), CSS pays a flat-rate daily indemnity of CHF 150 per day for a maximum of 30 days per calendar year. This lump sum covers the costs of food and accommodation, medical fees and scientifically recognised diagnostic and therapeutic measures.

This benefit is conditional upon

- a written request submitted by the insured person before the stay at a spa begins
- a written application by the attending doctor, providing reasons for the stay
- CSS's consent before the start of the stay at a spa.

Art. 23 Optical aids

The cost for glasses or contact lenses required by the insured person to correct his vision will be paid up to the amount of CHF 300 within a period of three calendar years.

Art. 24 Emergency services

In the event of medical emergencies or unexpected events, the insured person can request medical, financial or personal Emergency via the CSS Emergency Centre (article 47):

- 24.1 Medical advice by telephone
- The CSS Emergency Centre offers the insured person medical advice by telephone. This advice must not be considered a diagnosis; if necessary, the insured person will be referred to a doctor.
- 24.2 Emergency in finding doctors and hospitals abroad
- Where necessary, the CSS Emergency Centre will provide the insured person with the name, address and phone number of a doctor or hospital with whom it is in correspondence and, if available, the opening hours of doctors, hospitals and clinics.
- 24.3 Information on vaccination and sanitary conditions
- On request, the CSS Emergency Centre provides the insured person before departure with recommendations as to the vaccinations required abroad.
- The CSS Emergency Centre also provides information about the sanitary conditions in a country or in specific regions within a country.
- 24.4 Advances for lawyer's fees and bail
- If the insured person is threatened with imprisonment, the CSS Emergency Centre provides an advance of CHF 10,000 for lawyer's fees and an advance of CHF 20,000 for bail. Repayment is due immediately on receipt of an invoice issued by the CSS Emergency Centre and can be offset by the insurer against other benefits.
- 24.5 Rescue and recovery costs
- CSS pays the actual receipted costs of rescue and recovery operations in connection with an insured case of illness or accident, up to a maximum of CHF 20,000 per case.

- 24.6. **Emergency medical transport**
If the insured person suffers a serious illness or injury or if an unexpected, medically attested deterioration of a chronic, insured condition occurs, the CSS Emergency Centre, when alerted by telephone and upon receipt of medical confirmation, organises and pays for transport by air or land to the nearest hospital capable of providing the required treatment. On being contacted, the CSS Emergency Centre doctors decide, after consultation with the insured person's attending doctors, which form of transport, hospital and medical treatment is most suitable under the circumstances. The CSS Emergency Centre has the sole right of decision. The actual receipted costs are paid.
- 24.7. **Repatriation**
If medically necessary, the CSS Emergency Centre organises and pays for the transport of the insured person, under medical care and under the same conditions as for an emergency medical transport, to a hospital providing the treatment required at the insured person's legal residence abroad or, if no such residence is registered, to the nearest suitable hospital for the required treatment. The doctors at the CSS Emergency Centre decide upon the type of transport on the basis of medical findings. The actual receipted costs are paid.
- 24.8. **Repatriation of mortal remains**
In the event of the death of the insured person, the CSS Emergency Centre covers the cost of returning the mortal remains to the insured person's legal residence or country of origin. This service must always be specifically requested from the CSS Emergency Centre.
- 24.9. **Companion**
The CSS Emergency Centre organises and pays for an economy-class return airline ticket or a first-class rail ticket so that a companion can accompany the insured person during repatriation. This service is provided only with the prior approval of the CSS Emergency Centre.
- 24.10. **Return to country of residence**
Following emergency medical transport, the CSS Emergency Centre organises and pays for an economy-class air ticket or a first-class rail ticket for the return of the insured person and a companion to the country of residence.

No deductible is charged for Emergency services.

Art. 25 Exclusions

- This insurance does not provide benefits for:
- 25.1 persons whose legal residence is in Switzerland;
- 25.2 medical conditions existing when the contract begins, unless declared in the application form by the insured person under the questions on health, and accepted by CSS;
- 25.3 treatment, care, supervision or stays in a nursing home, establishment for chronic illnesses, or nursing home or residence for the elderly;
- 25.4 surgery to correct or eliminate cosmetic defects or disfigurement, provided such have not become necessary because of an insured illness or an insured accident;
- 25.5 cellular therapy, slimming cures and muscle building;
- 25.6 dental treatment, correction of malpositioned teeth and orthodontic surgery (excluding accidents resulting in damage to teeth);
- 25.7 expenses for hearing aids;
- 25.8 examination, treatment or sequelae of sexual dysfunction, sterility, sterilisation or contraception, including the fitting, insertion or removal of all aids commonly used for contraception, or abortion unless due to medical necessity;
- 25.9 the consequences of self-inflicted injury as well as suicide and self-mutilation and attempts to commit the same, including when the insured person is incapable of judgement or in cases of diminished responsibility;

- 25.10 illnesses and accidents caused by war or acts of war anywhere in the world, unless the illness or accident occurs within 14 days of the outbreak of such incidents in the country in which the insured person is staying and he is taken by surprise by the outbreak of such wars or acts of war;
- 25.11 damage to health caused by the effect of ionising radiation and damage caused by nuclear energy;
- 25.12 consequences of the intake of drugs, narcotics, alcohol and similar substances, and of medication not prescribed by a qualified doctor;
- 25.13 damages occurring while under the influence of alcohol equal to or in excess of the level permitted by law for driving a motor vehicle in the country in question;
- 25.14 commission of crimes or offences whether wilfully or because of gross negligence;
- 25.15 consequences of the infringement of legal provisions and official instructions;
- 25.16 treatment which becomes necessary because the instructions of a doctor or another service provider were not followed;
- 25.17 benefits for the period preceding late notification of the claim for no valid reason;
- 25.18 consequences of hazardous activities.
Hazardous activities include the following:
- foreign military service;
 - participation in warlike or terrorist acts or in crimes or offences;
 - car, motorcycle, moto-cross or motor boat racing, including training;
 - ski speed record runs or snow-rafting;
 - diving to depths greater than 40 metres;
 - boxing, catch-as-catch-can, full-contact competitions, extreme karate;
 - canyoning, hydro-speed or river boogie;
 - bungee jumping, base jumping, train surfing, spacing or skating races;
 - downhill races on mountain or city bikes, including training.

Art. 26 Benefit reductions

- 26.1 **Multiple insurance**
If insurance cover exists for insured costs with more than one insurer, the total claim will be paid only once. In this case, CSS will cover only a portion of the costs.
- 26.2 **Third-party benefits**
If compensation is paid by a liable third party, or the third party's insurer, another healthcare insurance or another accident insurance, such amounts are deducted in full from the benefits paid by CSS.
- 26.3 **External factors affecting recovery**
If external factors affect recovery from an insured illness or an insured accident, CSS pays only a portion of the agreed benefits as determined on the basis of a medical opinion.
- 26.4 **Breach of obligations in case of an insured event**
If the insured person or beneficiary culpably breaches the above obligations, CSS may deduct the resulting costs from the compensation.
The rights of these persons are not prejudiced if, within the meaning of Art. 45 VVG, it is apparent from the circumstances that the breach of obligations arose through no fault of their own or if the insured person can show that the breach of obligations had no effect either on the occurrence of the insured event or on the extent of the insurance company's obligation to pay benefits.

III Contract term, termination of the insurance

Art. 27 Beginning of the contract

The insurance cover starts on the date agreed in the policy or in CSS's written confirmation of acceptance of the application.

Art. 28 Contract term

- 28.1 The insured person is covered during the period agreed in the policy. The minimum term of the contract is one year. The end of the insurance year is always 31 December.
- 28.2 On expiry of the agreed term the contract is tacitly renewed for a further year, unless terminated by the insured person by giving the required notice.

Art. 29 Termination by CSS

- 29.1 CSS waives its right of termination in the event of a claim unless the insured person or policyholder has committed or attempted insurance fraud.
- 29.2 CSS has the right to terminate the contract, subject to a notice period of three months, upon its expiry if it replaces the existing insurance product by another or wishes to adapt it to market conditions. In such an event, the insured person is entitled to switch to the new product without a medical examination. In all other respects, CSS waives its right of termination in accordance with Art. 35a VVG.
- 29.3 CSS may terminate the contract where good cause exists within the meaning of Art. 35b VVG.

Art. 30 Termination by the policyholder

The policyholder may terminate the contract in writing as follows, whereby all entitlement to benefits for illness, accident or maternity (unless periodic benefit obligations exist within the meaning of Art. 35c VVG) will end upon termination:

- 30.1 When the contract expires, subject to a notice period three months, or where good cause exists within the meaning of Art. 35b VVG.
- 30.2 When a claim occurs for which CSS is liable, the insured person may terminate the contract in writing no later than 14 days after receiving notice of the last payment. Once the insured person has 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 the insured person terminates the contract in the year following that in which the contract was concluded.
- 30.3 If the premium rate or age group is adjusted, article 34 applies.

IV Premiums

Art. 31 Premium payment and due date of premium

The premium is due in advance. Monthly premium statements may be sent by post only if the address for correspondence is in Switzerland.

Art. 32 Arrears

If the premiums are not paid on time, CSS will send the debtor a written reminder, notifying him of the consequences of default and setting a final date for payment. CSS's obligation to pay benefits is suspended at the end of this 14-day extension period. If no legal action is taken to collect the overdue premium within two months of expiry of the aforementioned reminder period, CSS will withdraw from the contract and waive payment of the outstanding premium.

Art. 33 Adjustment of premium rates

- 33.1 CSS must inform the policyholder of any new premium or new contract conditions at least 30 days before the end of the calendar year.
- 33.2 The policyholder has the right to terminate the contract at the end of the current calendar year. To be valid, notice of termination must reach CSS at the latest on the last day of the calendar year.
- 33.3 Failure to give notice on the part of the policyholder is considered as tacit consent to the contract amendment.

Art. 34 Initial premium and premium adjustment in accordance with tariff age groups

- 34.1 The initial premium is shown on the policy.
- 34.2. On reaching the maximum age for a tariff age group, the insured person is automatically assigned to the next higher tariff age group at the beginning of the following calendar year. The applicable premium rate is that for the tariff age group.
- 34.3 If the premium is adjusted because the insured person is assigned to a new tariff age group, he has the right to terminate the insurance by analogy with Art. 33.1 and 33.2.

Art. 35 Premium refund

- 35.1 If the contract is terminated before the expiry date, CSS refunds a proportion of the unused premiums other than when
- the insured person terminates the contract during the first insurance year following a claim for benefits;
 - the insured person has breached contractual obligations with the intention of deceiving the insurer.
- 35.2. If the insurance relationship ends during a calendar month, then CSS refunds the portion of the premium paid in advance for the unused part of the calendar month or, as the case may be, does not demand payment of instalments due at a later date.

V Miscellaneous provisions

Art. 36 Deductibles

36.1 The following optional deductibles are available:

	Outpatient treatment	Inpatient treatment
Option 1	CHF 300	CHF 1,000
Option 2	CHF 900	CHF 3,000

- 36.2 The applicable deductible option chosen by the insured person is shown in the policy.
- 36.3 The insured person can apply to change to another deductible option, which will be applicable from the beginning of the next calendar year. A change to a lower deductible will be granted at the beginning of the following year on the condition that a health declaration is completed and accepted by the insurer. If the health declaration is not accepted without reserve by CSS, a change to a lower deductible option will not be permitted.

Art. 37 Obligation to notify the insurer of a claim

- 37.1 The insured person is required to give the CSS Emergency Centre advance notice of every case of hospitalisation or medical transport, unless prevented from doing so by a serious emergency or an act of God, in which case notification must be made as soon as possible.
- 37.2 On the insured person's admission to hospital, on request the CSS Emergency Centre issues a commitment to provide cover within the scope of the insured benefits. In this case, notification should be given before admission to hospital unless the insured person is prevented from doing so by a serious emergency or an act of God.

Art. 38 Obligations in the event of a claim

The insured person or the policyholder is obliged to submit detailed original invoices, payment receipts and medical certificates to CSS when requested to do so to enable CSS to pay benefits in conformity with the contract. In particular, the insured person must release doctors providing treatment or who have provided treatment from the obligation to maintain professional secrecy with regard to the CSS Emergency Centre and/or CSS.

Art. 39 Obligation to mitigate loss

The insured person is obliged to do everything in his power to limit the claim for benefits and to assist in clarifying the illness or accident and the consequences thereof.

Art. 40 Due date for payment of insurance benefits

The insurance benefits are due four weeks after CSS has received all the particulars and medical certificates substantiating the accuracy and scope of the claim.

Art. 41 Right of recourse

If CSS provides benefits in lieu of a liable third party, the insured person must assign the corresponding entitlements to CSS to the extent of CSS's obligation to pay benefits.

Art. 42 Payment of insurance benefits/currency conversion

- 42.1 All benefits, excepting direct payments to the service provider, will be remitted in Swiss francs (CHF) to a bank or postal account in Switzerland.
- 42.2 Claims presented in foreign currencies will be converted as of the billing date using the mean rate of exchange (source: CS).

Art. 43 Offsetting

CSS may offset premiums owed by the policyholder against benefits due.

Art. 44 Insurance fraud

If an insured person wilfully misinforms the insurer or withholds facts which would have led to CSS refusing or reducing its obligation to pay benefits, or if the insured person fulfils his obligations too late or not at all with the intention of deceiving the insurer, CSS can refuse to pay benefits and withdraw from the contract.

Art. 45 Place of jurisdiction

This insurance is governed by Swiss law.
The place of jurisdiction is Lucerne.

VI Contacts and notifications

Art. 46 Notifications

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. 47 Emergency Centre

The CSS Emergency Centre should be contacted without fail in emergencies and in all other cases stipulated in the contract. The centre is at your disposal 24 hours a day (including Sundays and public holidays).
The Emergency Centre gives advice about how to proceed and organises help as needed.

CSS Emergency Centre; phone +41 (0)58 277 77 77

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