

# Supplementary Health Insurances according to the VVG

General Insurance Conditions (AVB)  
Version 01.2009

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## **I General**

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### **1 Introduction**

- 1.1 The male pronoun used in this text also applies to females.
- 1.2 These General Insurance Conditions (AVB) apply to Supplementary Health Insurance plans according to the Federal Insurance Contract Act (VVG).
- 1.3 Each contract for a supplementary health insurance is considered to be a separate contract.

### **2 Bases of the contract**

- 2.1 The respective insurance contract is based on all the written statements made by the policyholder (applicant) and/or the insured person (or the individual to be insured) or their representatives and by the insurer in the insurance application, in medical reports or in further written documents.
- 2.2 The rights and obligations of the contracting parties are set out in the insurance policy, these AVB, in the Supplementary Conditions (ZB) and in any other agreements incidental to the contract.
- 2.3 The ZB regulate the insurance relationship in more detail and supplement these AVB. Deviating provisions in the ZB take precedence over those contained in these AVB.
- 2.4 Any special agreements between the contracting parties are only binding on the insurer if such have been confirmed in writing by the insurer. Such agreements take precedence over these AVB and the corresponding ZB if they contain provisions which deviate from the AVB and the ZB.
- 2.5 Unless these AVB, the ZB or any special agreements provide otherwise, the insurance contract is based on the provisions of the Federal Insurance Contract Act (VVG).

### **3 Insurer and insured person**

- 3.1 The insurer within the meaning of these provisions is CSS Versicherung AG, Tribtschenstrasse 21, 6002 Lucerne (hereinafter referred to as "CSS").
- 3.2 The insured person is the individual named in the insurance policy. The policyholder is the contracting party who, by concluding the insurance contract, receives insurance cover for himself and/or for others. Where reference is made in these AVB and the relevant ZB to the insured person, such reference also applies by analogy to the policyholder.

### **4 Object of the insurances**

- 4.1 Insurance cover is available for the financial consequences of illness, maternity and accident supplementary to other social insurances, in particular the mandatory healthcare insurance in accordance with the Federal Health Insurance Act (KVG) and/or the accident insurance in accordance with the Federal Accident Insurance Act (UVG).
- 4.2 The details of the different supplementary health insurances are set out in the applicable ZB.

### **5 Territorial validity**

Unless the ZB and these AVB provide otherwise, the insurances apply for treatment given in Switzerland.

## **II Definitions**

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### **6 Interpretation of terms**

The terms described and used in these AVB and the ZB, such as illness, maternity and accident (cf. paras. 7 and 8), effectiveness, suitability and cost-effectiveness (cf. para. 27.1), and place of residence (cf. paras. 13 let. d or 38.3), are construed according to the interpretations applied in the valid provisions and criteria of social insurance legislation.

### **7 Illness and maternity**

- 7.1 Illness is any impairment of physical, mental or psychiatric health not resulting from an accident and which requires medical examination or treatment, or which leads to work incapacity.
- 7.2 Maternity includes pregnancy, childbirth and the mother's postnatal recovery period. CSS pays the same benefits for maternity as for illness, provided the mother held the corresponding supplementary insurance for illness and maternity with CSS for at least 365 days prior to the birth.

### **8 Accident**

- 8.1 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 psychological health or leads to death.
- 8.2 Events similar to accidents and occupational diseases are deemed equivalent to accidents. The provisions of the UVG apply.

### **9 Service provider**

Individuals, establishments and institutions recognised as service providers in accordance with the KVG and by CSS, and which fulfil the established conditions are deemed to be service providers.

### **10 Insured event**

An insured event is said to exist if an incident occurs leading to a recognised obligation to pay benefits on the part of CSS and/or an entitlement to benefits on the part of the insured person acknowledged by CSS.

## **III Beginning and end of insurances**

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### **11 Terms of admission**

- 11.1 For admission to the insurance or in the event of changes to the insurance, the policyholder and/or the individual to be insured or his representative must fill out the appropriate application form truthfully and completely, sign it and send it to CSS.
- 11.2 By signing the insurance application form, the applicant authorises CSS to share information and obtain such at any time from doctors, other service providers, social and private insurers and authorities, and 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, the applicant releases all agencies and parties from which information is requested from the obligation to maintain professional secrecy or patient confidentiality with respect to CSS.
- 11.3 CSS can make the decision to admit an applicant subject to the results of a medical examination.
- 11.4 CSS reserves the right to accept or reject the insurance application and to add provisos/reservations or make exclusions to the insurance.
- 11.5 If, when taking out the respective insurance, the person subject to the notification requirement concealed infor-

mation or incorrectly provided information about a substantial fact of which he was aware, or should have been aware, and about which he was asked in writing concerning illnesses or consequences of accidents that existed in particular at the time the application was made, or had existed in the past, CSS is entitled to terminate the contract in question in writing within four weeks of learning of the breach of the notification requirement (Art. 6 paras. 1 and 2 VVG).

## **12 Beginning and term of insurances**

- 12.1 Each insurance contract enters into force on the date indicated in the insurance policy. The waiting periods and qualification periods provided for in these AVB and the ZB remain reserved.
- 12.2 The term of each contract is determined by the insurance policy. The contract extends automatically for one year at a time after the agreed term expires.

## **13 End of insurances**

The respective insurances will be terminated:

- a) on the death of the insured person;
- b) on expiry of the period of notice if terminated by the insured person;
- c) if either the insured person (cf. para. 15.3) or CSS withdraws from the insurance (cf. para. 21.3);
- d) on the date when the insured person transfers his place of residence abroad; or
- e) in case of temporary stays abroad of more than one year, at the end of the calendar year in which the stay abroad commences if the insurances have not been suspended or if the request for suspension has been rejected (cf. para 14).

## **14 Suspension of insurances**

Prior to embarking on a stay abroad of at least six months, the insured person may request in writing to have the insurances suspended in return for a premium reduction. Applications to suspend insurances may be rejected by CSS without providing any justification. Further conditions and modalities will be determined unilaterally by CSS.

## **15 Termination by the insured person**

- 15.1 The insured person must terminate each insurance contract (cf. para 1.3) individually. The insured person can terminate the respective insurance after the agreed minimum contract term expires with effect from the end of the calendar year, subject to a three-month period of notice.
- 15.2 Notice of termination must be given in writing. Such notice is deemed to be on time if received by CSS no later than the last day before the period of notice begins, during normal office hours.
- 15.3 When an insured event occurs, the insured person can terminate the contract no later than 14 days after receiving notice of the last payment from CSS (Art. 42 VVG). If 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.
- 15.4 If CSS is in breach of the obligation to provide information in accordance with Art. 3 VVG, the insured person is entitled to terminate the contract within four weeks of the breach coming to his attention or at the latest one year after the breach of the obligation occurred.

## **16 Waiver of termination on the part of CSS**

- 16.1 CSS expressly waives its right of termination when the contract expires.
- 16.2 Further, CSS waives its legal right to terminate the contract when an insured event occurs.
- 16.3 The foregoing condition does not apply in cases of breach of the obligation to provide information (cf. para. 11.5), or attempted or accomplished insurance fraud or when the insured person is in arrears (cf. para. 21.3).

# **IV Premiums and co-payments**

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## **17 Premiums, premium rates and co-payments**

- 17.1 The premium is indicated on the insurance policy valid for the current calendar year.
- 17.2 The premium rate may provide for a scaling of premiums according to facts relevant to the premiums, for example age, gender, the state of health declared before the contract was concluded or the place of residence of the insured person. If insured persons are assigned to age groups, the latter comprise a number of different ages and are adjusted accordingly in line with the age of the insured person. If a fact that is relevant for premiums changes, CSS should be notified immediately in writing.
- 17.3 The rules governing co-payments are set out in the ZB.

## **18 Adjustment of premium rates, co-payment and age group**

- 18.1 CSS may adjust the premium rate and the rules pertaining to co-payments (deductible and retention fee) owing to the development of costs or claims experience, changes to the scope of cover and changes in the law.
- 18.2 CSS communicates adjustments to premium rates and to the rules pertaining to co-payments, as well as any premium adjustment resulting from an insured person changing to another age group, at the latest 30 days before the end of the calendar year.
- 18.3 If the insured person does not agree to the changes (para. 18.2), he can terminate the contract concerned with effect from the end of the current calendar year by giving notice in writing. Such notice is deemed to be on time if it is received by CSS no later than the last day of the current calendar year, during normal office hours.
- 18.4 Failure to give notice on the part of the insured person is deemed as consent to the amendment.
- 18.5 If a change of address leads to a change in premiums, CSS adjusts the premiums on the date the address changes. Such a change does not justify termination.
- 18.6 CSS may grant discounts and bonuses. If no bonus is paid out or no discount granted on the basis of criteria determined in the contract, this does not entitle the insured person to terminate the insurance concerned.

## **19 Discounts and bonuses**

- 19.1 CSS may grant discounts and bonuses. The loss of discounts owing to non-fulfilment of the conditions of eligibility does not entitle the policyholder to terminate the insurance that has been taken out. The same applies if contractually agreed criteria mean that no bonus is paid out. The reduction of discounts or bonuses by CSS as the result of a rate adjustment and/or the amendment by CSS of the conditions of eligibility for a discount or bonus gives rise to a right to terminate the insurance.
- 19.2 CSS grants children and young people a family discount up to the end of the calendar year in which the insured person reaches the age of 20. CSS sets out the details of this family discount in a Appendix to the AVB. CSS may amend this Appendix to the AVB unilaterally. Any amendments will take effect at the begin-

ning of the calendar year in each case.

The level of the discount depends on the insurance cover of the person of discount (the parent or guardian) and that of the child or young person. It is stated on the policy. Children and young people are eligible for a discount up to the age of 20 providing all of the following conditions are met:

- a) The child is covered by basic insurance with CSS Kranken-Versicherung AG, Arcosana AG, or INTRAS Kranken-Versicherung AG.
- b) An adult parent or guardian (the person of discount) lives in the same household.
- c) The person of discount is covered by basic insurance with CSS Kranken-Versicherung AG, Arcosana AG, or INTRAS Kranken-Versicherung AG.
- d) The person of discount has taken out equivalent supplementary insurance with CSS or INTRAS Versicherung AG.

- 19.3 The amount of the discount is calculated on the basis of the net premium, and stated for each product on the policy or premium summary.

Sample calculation: myFlex Balance Outpatient Insurance with a number of discounts:

Gross premium	CHF	7.80
– discount I (notional) 10%	CHF	0.80
Net premium I	CHF	7.00
– discount II (notional) 75%	CHF	5.25

**Net premium II (actual premium due) CHF 1.75**

- 19.4 CSS will announce changes to discounts and bonuses, and to the conditions of eligibility for a discount or bonus, no later than 30 days prior to the end of the calendar year. If the insured person does not agree to these changes, he can terminate the insurance concerned with effect from the end of the current calendar year by giving notice in writing. Such notice is deemed to be on time if it is received by CSS no later than the last working day of the current calendar year, during normal office hours.

## 20 Due date and payment of premiums

- 20.1 Premiums are due monthly in advance, however, on the basis of special agreements they may be paid bi-monthly, quarterly, semi-annually or annually.
- 20.2 If the insured person holds a number of insurance plans, he must opt for one method of payment for all the insurances as stipulated in paragraph 20.1.
- 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 Reminder and arrears

- 21.1 If the premium is not paid by the deadline indicated on the invoice, the insured person will be notified of the consequences of default in writing and will be requested to pay the outstanding premium within 14 days of the reminder being sent, as stated in Art. 21 para. 1 VVG. If this reminder is ignored, the obligation to pay benefits will be suspended upon expiry of the payment deadline.
- 21.2 After the deadline for payment expires, the insured person must pay the statutory interest on arrears. Reminder costs are borne by the insured person.
- 21.3 If no legal action is taken to collect the overdue premium within two months of expiry of the reminder period, CSS withdraws from the contract and waives payment of the outstanding premiums.
- 21.4 If CSS takes legal action to collect the premium or accepts such premium retrospectively, the obligation to pay benefits will be reactivated from the date upon which the

outstanding premium, including interest and costs, is paid. CSS will have no obligation to pay benefits for insured events occurring during periods in which the obligation to pay benefits was suspended, even after the outstanding premium has been paid.

## 22 Premium refund

- 22.1 If the insurances are set aside before the agreed term expires for legal or contractual reasons, then CSS refunds the portion of the premium paid in advance for the unused part of the calendar year or, as the case may be, does not demand payment of instalments due at a later date.
- 22.2 This rule does not apply if the insured person terminates the insurance contract within the meaning of Art. 42 para. 3 VVG during the year following that in which the contract was concluded (cf. para. 15.3).

## 23 Repayment of co-payments

- 23.1 If CSS makes direct payments to service providers, the insured person undertakes to refund the agreed deductibles and retention fees to CSS within 30 days of receipt of the invoice.
- 23.2 If the insured person does not comply with his obligation to pay, the conditions in paragraph 21 will apply by analogy.

## V Obligations of the insured person

### 24 General obligations during the term of insurance

- 24.1 If it seems likely that an illness or an accident will lead to payment of benefits, the insured person must obtain expert medical treatment without delay. The insured person undertakes to follow the doctor's instructions or those of other service providers and to refrain from any action that could endanger or delay a full recovery (obligation to mitigate loss).
- 24.2 CSS is entitled to request additional information and paperwork from service providers, in particular medical certificates. The insured person must provide complete and truthful information about any facts relevant to the insured event and release service providers who treat, or who have treated him, from the obligation to maintain patient confidentiality and professional secrecy with respect to CSS.

### 25 Obligations when an insured event occurs

- 25.1 If an insured event occurs, the insured person undertakes to submit all the necessary information, documents and receipts (original invoices and medical certificates in particular) to CSS without delay, to enable CSS to assess its contractual obligation to pay benefits. This condition also applies if treatment is received abroad. CSS can demand a certified translation of paperwork into one of Switzerland's national languages at the expense of the insured person.
- 25.2 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. These individuals are entitled to inspect all the relevant documents pertaining to the insured person as required to check the contractual obligation to pay benefits.
- 25.3 On the instructions of CSS, the insured person undertakes to submit to an examination by a doctor acting on behalf of CSS. All costs in connection with this examination are borne by CSS.
- 25.4 The insured person undertakes to inform CSS without delay about all benefits received from third parties (e.g. other insurers).

- 25.5 Invoices from abroad will be paid to a payment address in Switzerland in Swiss currency at the official exchange rate (sell rate) on the date of the invoice.
- 25.6 No payments will be made if incorrect or fraudulent invoices are submitted or in cases of attempted insurance fraud. In such cases, the insured person must bear the costs incurred by CSS or by those mandated to do so on behalf of CSS for checking the invoices, and the costs for processing the dossier.
- 25.7 If the insured person is admitted for inpatient treatment administered by recognised service providers within the meaning of paragraph 9 (e.g. admission to hospital), notice is to be given without delay to CSS or the CSS Emergency Centre, but at the latest within five days of admission.
- 25.8 A commitment to provide cover must be issued by CSS or the CSS Emergency Centre before inpatient treatment commences, if this is expressly stated in the ZB.

## 26 Breach of obligations

- 26.1 If the insured person is in breach of contractual obligations, CSS can refuse to pay benefits or can determine the benefits at its own discretion. In such cases, the costs incurred through any necessary clarification of the case must be borne by the insured person.
- 26.2 The rights of the insured are not prejudiced if, in view of the circumstances, it is apparent that the breach of obligations arose through no fault of the insured within the meaning of Art. 45 VVG.

## VI Scope of insurance cover

### 27 Entitlement and scope of benefits

- 27.1 CSS provides benefits for effective, suitable and economical (i.e. cost-effective) methods of diagnosis and for therapeutic measures, medicine and aids if such are supplied by recognised service providers as defined in paragraph 9. Entitlement to benefits is regulated in detail in the ZB.
- 27.2 CSS's obligation to pay benefits ceases completely when the contract ends. This also applies in the case of insured events still being processed, whereby the date of treatment is decisive in every case.
- 27.3 The scope of benefits is set out exhaustively in the ZB.

### 28 Exclusions

- 28.1 The following benefits (incl. complications and late sequelae) are excluded from the insurance if the ZB do not contain stipulations to the contrary:
- statutory benefits, in particular those in accordance with the KVG and UVG;
  - benefits for stays in or at service providers as defined in paragraph 9 that either do not or no longer serve to substantially improve the state of health (e.g. long-term care of the chronically ill);
  - cost of treatment, care or birth if the insured person has expressly gone abroad for such treatment; CSS only provides benefits abroad if it is unreasonable (and as long as it remains unreasonable) to expect the insured person to return to Switzerland;
  - consequences of illnesses and accidents from which the insured person already suffered when the contract was concluded or which are subject to a reservation or have been excluded (cf. paragraph 11.4);
  - benefits for physical withdrawal symptoms and cures to break addictions;
  - benefits for cosmetic treatment;
  - benefits for artificial insemination and infertility treatment;

- benefits for sex changes;
- benefits for transplantations;
- benefits for cellular therapy;
- co-payments, patient's share of costs and expenses;
- benefits for treatment not arising from the need to heal an illness or the consequences of an accident but rather to treat conditions which have a social background (e.g. marriage counselling, counsel on self-awareness, self-development or personality development);
- benefits, which according to the KVG, are to be covered by the public purse.

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

- 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 in times of war;
- the effects of ionising radiation and other injury from atomic energy;
- epidemics and pandemics;
- earthquakes or major tremors;
- participation in acts of war or terror;
- participation in commotions, demonstrations or similar incidents;
- commission of crimes or offences by the insured person whether wilfully or because of gross negligence;
- attempted or accomplished suicide or self-mutilation;
- consumption of drugs, narcotics, addictive substances, misuse of alcohol and medicine;
- engaging in military service abroad;
- participation in brawls and 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;
- incurring of exceptional risks (Art. 49 UVG) and engaging in hazardous activities (Art. 50 UVG) on the part of the insured person; the legal provisions and case law of social accident insurance are drawn upon in evaluating exceptional risks and hazardous activities.

### 29 Benefit reductions

- 29.1 In cases where insurance cover has lasted for less than one calendar year, the maximum amount insured will be reduced proportionately if such an amount is stipulated in either the ZB or the insurance policy.
- 29.2 The insured benefits will be reduced and in particularly serious cases refused entirely:
- if the insured person does not comply with the obligations outlined in paragraphs 24 and 25, unless he is able to prove that the breach of obligations occurred through no fault of his own (paragraph 26.2);
  - if the insured person causes the insured event through his own gross negligence.

### 30 Crediting of benefits if a substitute policy is issued

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

### 31 Subsidiarity and third-party benefits

- 31.1 All benefits CSS contracts to provide will be granted supplementary to those of other social insurances and in particular to the benefits stipulated in Swiss legislation for the military, accident, disability and health insurances in addition to the benefits from appropriate foreign insurers. If the insured person is entitled to benefits from the social insurances named above, benefits will only be granted by

- CSS if such insurers were promptly notified of the case.
- 31.2 In the case of double or multiple insurance, CSS will pro-rate its benefits in accordance with the statutory provisions (cf. Art. 71 para. 1 VVG).
- 31.3 If a third party or a third party's insurer is liable to indemnify the insured person, CSS reduces the benefits it pays by the extent of such indemnity. If the third party or the third party's insurer denies legal liability or any obligation to provide benefits, CSS is nevertheless under no obligation to pay benefits.
- 32 Advance payments**
- 32.1 CSS may pay benefits in advance on condition that the insured person assigns his claims against third parties to the insurer to the extent of the benefits already paid in advance, and undertakes to avoid any action that could conflict with the assertion of any right of recourse against third parties. In such cases all co-payments remain payable.
- 32.2 If the insured person comes to an agreement about payments with a liable third party without the prior consent of CSS, CSS has no obligation to pay benefits.

## VII Miscellaneous

- 33 Obligation to pay**  
As a rule the insured person is liable to pay all fees of 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.
- 34 Payments by CSS**  
CSS makes payments free of charge to the insured person's bank or postal account. If the insured person requests another form of payment, CSS passes on the charges to the insured person. In addition, a fee is charged for any additional administrative costs.
- 35 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 framework of the tariffs negotiated or recognised by CSS.
- 36 Offsetting, assignment, pledging and refund**
- 36.1 CSS is entitled to offset outstanding premiums and/or co-payments against any entitlement to benefits of the insured person. The insured person is not entitled to offset payments due to CSS.
- 36.2 Entitlements to insured benefits may neither be assigned nor pledged before they are finally determined without the express consent of CSS.
- 36.3 Benefits which are wrongfully claimed by the insured person must be repaid to CSS.
- 37 Insurance card**
- 37.1 The insured person may receive an insurance card depending on the type of insurance that has been taken out. In so far as corresponding agreements exist, it entitles the holder to obtain services, and medicine in particular.
- 37.2 The insurance card is valid for the duration of insurance cover. It may not be loaned out, transferred or otherwise made accessible to third parties. If the insurance card is lost or if the insured person mislays it, CSS should be notified without delay. When the insurance cover ceases, the insured person must destroy the card immediately.
- 37.3 If wrongful use is made of the insurance card, the person in whose name it is issued will be held liable for any losses

incurred by CSS. In particular, benefits wrongfully acquired from CSS are to be repaid and the related costs incurred by CSS for administration must be borne. The rights of the insured person are reserved if he was not responsible for the breach within the meaning of Art. 45 VVG.

### **38 Notifications and change of address**

- 38.1 All notifications can be validly sent to the head office of CSS or to the agency designated on the policy.
- 38.2 CSS will validly send notifications to the most recent address of the insured person in Switzerland notified to the insurer.
- 38.3 CSS should be informed immediately of any change of address. The effects of changes of address are set out in paragraph 18.5.
- 38.4 If the insured person does not notify changes of address without delay the conditions in paragraph 26 apply by analogy.

### **39 Data protection**

- 39.1 CSS processes data gathered from contracts and during the performance of a contract and uses it in particular to determine premiums, for risk assessment, to process insured events and for statistical evaluations.
- 39.2 Data is stored either physically or electronically. Storage and processing take place only for the duration and to the extent required by the legal provisions.
- 39.3 CSS can pass on data for processing to the extent required to third parties involved in the performance of the contract in Switzerland and abroad and in particular to companies in the CSS Group, to co-insurers and to re-insurers.
- 39.4 In cases involving suspected offences against property or falsification of documents (cf. paragraph 25.6) or if CSS withdraws from a contract because insurance claims have been made on the basis of false statements (Art. 40 VVG), the Swiss Insurance Association can be notified and an entry made in the Central Information System (CIS).
- 39.5 CSS can pass on data to its own mandatees if required to check invoices for services from foreign service providers.
- 39.6 Further, CSS may obtain relevant information from official agencies and other third parties (e.g. service providers, insurers and/or insurers' medical services). This condition applies whether or not a contract is concluded (cf. paragraph 11.2).
- 39.7 Insured persons are entitled to request information about the data pertaining to them being processed by CSS as laid down by law.

### **40 Amendments to the insurance conditions**

- 40.1 CSS is entitled to amend the AVB and the ZB unilaterally for one of the reasons listed below:
- developments in modern medicine and/or care;
  - establishment of new or more cost-intensive forms of therapy or care such as operational techniques, medicine, etc;
  - changes to benefits in the KVG or introduction of a mandatory nursing insurance.
- 40.2 If the insurance conditions are amended, the new conditions apply both to the insured person and to CSS. CSS informs the insured person in writing about the amendments at the latest 30 days before they enter into force.

### **41 CSS lists**

- 41.1 The CSS lists referred to in the AVB and the ZB are valid in each case (for example, service providers recognised by CSS according to paragraph 9 AVB) and may be amended unilaterally by CSS at any time. Amendment of the list does not entitle the insured person to terminate the contract.

- 41.2 The lists valid on the date of the treatment always apply.  
 41.3 The lists may be obtained from the agency responsible, unless stated otherwise in the ZB. CSS can also publish the lists on the Internet.

- 42.2 If legal disputes arise, the policyholder can take action against CSS at the court with jurisdiction at his place of residence in Switzerland or in the city of Lucerne. If the insured person lives abroad, the city of Lucerne is the exclusive place of jurisdiction.

**Art. 42 Place of performance and jurisdiction**

- 42.1 The obligations arising from the insurances shall be fulfilled in Switzerland and in Swiss currency.

## Appendix

**43 Family discount**

As a family insurer, CSS Versicherung AG grants attractive family discounts for children and young people on premiums for supplementary insurance under the VVG.

**43.1 Eligibility for premium discounts on supplementary insurance**

The cumulative conditions of eligibility for the family discount are set out in paragraph 19.2 of the General Insurance Conditions (AVB).

**43.2 Discounts on individual insurance products**

<b>Supplementary insurance</b>	<b>ECONOMY</b>	<b>BALANCE</b>	<b>PREMIUM</b>	<b>Maximum age</b>
myFlex Outpatient Insurance	100%	75%	75%	up to age 20
myFlex Hospitalisation Insurance	100%	50%	50%	up to age 20
myFlex Alternative Insurance	25%	25%	25%	up to age 20
myFlex Dental Insurance	25%	25%	25%	up to age 20

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

Sample calculation: myFlex Balance Outpatient Insurance with a number of discounts<sup>1</sup>:

Gross premium	CHF 7.80
– discount I (notional) 10%	CHF 0.80
Net premium I	CHF 7.00
– family discount (notional) 75%	CHF 5.25
<b>Net premium II (actual premium due)</b>	<b>CHF 1.75</b>

<sup>1</sup> The insured person is 5 years old. The premium stated here is purely for illustration purposes and does not correspond to the actual premium.

43.3 The following supplementary insurance products are deemed to be equivalent within the meaning of Art. 19.2 d AVB:

<b>Discounted supplementary insurance</b> (product taken out for the child who is eligible for a discount)	<b>Equivalent supplementary insurance</b> (product taken out for the person of discount)	
myFlex Outpatient Insurance	<ul style="list-style-type: none"> <li>• myFlex Outpatient Insurance</li> <li>• CSS Standard Insurance</li> <li>• CSS Standard Plus Insurance</li> </ul>	<ul style="list-style-type: none"> <li>• UNO+</li> <li>• DUE+</li> <li>• CASA</li> </ul>
myFlex Hospitalisation Insurance	<ul style="list-style-type: none"> <li>• myFlex Hospitalisation Insurance</li> <li>• CSS Standard Insurance</li> <li>• CSS Standard Plus Insurance</li> <li>• Semi-private Hospitalisation Insurance</li> <li>• Private Hospitalisation Insurance</li> <li>• Hospital20</li> <li>• Hospital30</li> </ul>	<ul style="list-style-type: none"> <li>• UNO+</li> <li>• DUE+</li> <li>• OPTIMA+</li> <li>• QUADRA+</li> <li>• FLEXIMA</li> <li>• BASIC</li> </ul>
myFlex Alternative Insurance	<ul style="list-style-type: none"> <li>• myFlex Outpatient Insurance</li> <li>• myFlex Hospitalisation Insurance</li> <li>• CSS Standard Insurance</li> <li>• CSS Standard Plus Insurance</li> <li>• Semi-private Hospitalisation Insurance</li> <li>• Private Hospitalisation Insurance</li> <li>• Hospital20</li> <li>• Hospital30</li> </ul>	<ul style="list-style-type: none"> <li>• UNO+</li> <li>• DUE+</li> <li>• CASA</li> <li>• OPTIMA+</li> <li>• QUADRA+</li> <li>• FLEXIMA</li> <li>• BASIC</li> </ul>
myFlex Dental Insurance	<ul style="list-style-type: none"> <li>• myFlex Outpatient Insurance</li> <li>• myFlex Hospitalisation Insurance</li> <li>• CSS Standard Insurance</li> <li>• CSS Standard Plus Insurance</li> <li>• Semi-private Hospitalisation Insurance</li> <li>• Private Hospitalisation Insurance</li> <li>• Hospital20</li> <li>• Hospital30</li> </ul>	<ul style="list-style-type: none"> <li>• UNO+</li> <li>• DUE+</li> <li>• CASA</li> <li>• OPTIMA+</li> <li>• QUADRA+</li> <li>• FLEXIMA</li> <li>• BASIC</li> </ul>

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