

Customer information in accordance with the VVG

Version 08.2017

The following information for customers gives a brief overview of the identity of the insurer and the main content of the insurance contract (Art. 3 of the Federal Insurance Contract Act, VVG).

The rights and obligations of the contracting parties are shown in the application/offer and in the policy, the insurance conditions and the applicable legislation, in particular the VVG.

On acceptance of the application/offer, a policy is sent to the policyholder. The content of the policy is based on the application/offer.

Who is the insurer?

The insurer is CSS Versicherung AG, hereinafter referred to as "CSS", which has its registered office at Tribtschenstrasse 21, 6005 Lucerne or INTRAS Versicherung AG, which has its registered office at Avenue de Valmont 41, 1000 Lausanne. The insurer is a limited company constituted under Swiss law. The insurer acts as an intermediary for the following insurances offered by other insurers:

- **Legal Protection Insurance:** insurance cover is provided by Orion Legal Expenses Insurance Ltd.
- **Guest Insurance:** insurance cover is provided by EUROPEAN Travel Insurance Ltd.
- **Illness-Related Death or Disability Insurance:** cover is provided by Helvetia Swiss Life Insurance Company Ltd.

If insurance cover is provided by other insurers, the AVB and customer information of such insurers are deemed to apply.

Which risks are insured and what is the scope of the insurance cover?

The risks insured and the scope of insurance cover result from the application/offer and the policy, and the General Insurance Conditions.

How is the level of premiums determined?

The level of the premium depends in each case on the risks insured and the cover required. Depending on the method of payment, an instalment fee may be payable or a discount may be granted. All details concerning premiums and any fees payable are indicated in the application/offer and in the policy.

The insurer may grant discounts. The discounts granted are indicated on the application/offer and in the policy. There is no fundamental entitlement to a discount. The loss of discounts owing to non-fulfilment of the conditions of eligibility does not constitute grounds to terminate the insurance. The reduction of discounts or bonuses by CSS 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. In cases where the insurance contract extends automatically for a further year on expiry of the contract term, no long-term

contract bonus is due unless a new insurance contract is concluded that would give further entitlement to a long-term contract bonus.

When am I entitled to a premium refund?

If premiums are paid in advance for a specific term of insurance and the contract is cancelled before this term expires, the insurer reimburses the premiums corresponding to the unexpired insurance period.

Premiums remain payable in full to the insurer if:

- insurance benefits were provided for a risk that no longer exists;
- an insurance benefit has been paid for a partial loss and the policyholder terminates the policy in the year following that in which the policy was taken out.

What further obligations does the policyholder have?

Changes in risk

If a significant fact changes in the course of the contract and if such leads to substantial aggravation of the risk, the insurer must be informed in writing about the change without delay.

Ascertaining facts and circumstances

During inquiries in connection with the insurance contract – e.g. concerning breaches of the obligation to inform the insurer, aggravation of risk or checks of benefits paid – the insured person is obliged to cooperate and to provide the insurer with all pertinent information and documentation as required, to obtain such from third parties on behalf of the insurer and to authorise third parties to pass on the appropriate information, documentation, etc. The insurer is also entitled to make its own inquiries.

Insured event

The insurer should be informed immediately of the occurrence of an insured event.

This list contains only the most common obligations. Further obligations are indicated in the General Insurance Conditions and the VVG.

When does the insurance begin?

The insurance begins on the day indicated in the application/offer and/or in the policy. If a provisional commitment to provide cover has been given, until the policy is delivered the insurer grants insurance cover within the scope of the provisional cover that has been granted in writing.

When does the contract end?

The policyholder can serve notice to terminate the contract:

- at the latest three months before the contract expires and, if agreed in the policy, three months before the end of the insurance year. Notice of termination is deemed valid if it is received by the insurer at the latest on the last day before the three-month period of notice begins. If no notice to terminate the contract is served, the contract extends automatically for a further year. Temporary contracts that do not contain a renewal clause end without further ado on the day indicated in the application/offer and/or in the policy;
- after each insured event for which benefits are due, at the latest 14 days after receiving notice of the benefits to be paid by the insurer. Insurance cover expires 14 days after receipt of the notice of termination;
- if the insurer adjusts the premiums. In this case notice of termination must be received by the insurer on the last day of the insurance year;
- if the insurer is in breach of the legal obligation to inform insured persons in accordance with Art. 3 VVG. The right to serve notice of termination expires four weeks after the policyholder has learned of such breach, and in any case, one year after such a breach of an obligation has occurred.

The insurer can serve notice to terminate the contract:

- at the latest three months before the contract expires and, if agreed in the policy, three months before the end of the insurance year, provided the insurer does not waive its right to do so for the insurance product in question. Notice of termination is deemed valid if it is received by the policyholder at the latest on the last day before the three-month period of notice begins. If no notice to terminate the contract is served, the contract extends automatically for a further year. Temporary contracts that do not contain a renewal clause end without further ado on the day indicated in the application/offer and/or in the policy;
- after each insured event for which benefits are due, provided notice of termination is served at the latest on payment of benefits and provided the insurer does not waive its right to do so for the insurance product in question;
- if substantial facts about insurance risks are withheld or are falsely communicated (breach of the obligation to notify);
- if the policyholder moves his residence or place of business abroad, or stays abroad temporarily for more than one year.

The insurer can serve notice of withdrawal from the contract:

- if the policyholder is in arrears with premium payments, has been sent a reminder and the insurer waives its right to collect the premiums;
- if the policyholder does not comply with his obligation to cooperate in establishing the facts and circumstances as required. On expiry of an additional four-week period that is to be established in writing, the insurer is entitled to withdraw from the insurance contract retrospectively within two weeks;
- in cases of insurance fraud.

These lists contain only the most common grounds for ending the contract. Other grounds for ending the contract are given in the General Insurance Conditions and the VVG.

How is your data processed?

The companies in the CSS Group (CSS Versicherung AG, INTRAS Versicherung AG, Sanagate AG, hereinafter referred to as the "CSS Group") process data pertaining to insured persons as appropriate in each case for risk assessment, the performance of the contract, the provision of Managed Care, the development of products and services and for marketing purposes.

No personal information will be disclosed to third parties outside the CSS Group. The only exceptions involve cases in which the release of data is provided for in the legislation or if the insured person has authorised the release of information.

Data is stored by the CSS Group and by others working on behalf of the Group (outsourcing) electronically or as hard copy. The data is filed for as long as is necessary for business purposes or as laid down by law.

