

# Emergency Insurance

## General Insurance Conditions (AVB) Version 01.2017

The insured persons and benefits are indicated in the policy as are the date insurance cover commences, the contract term and any special agreements.

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**Art. 1 Contractual basis, formal requirements, notices**

All benefits in accordance with these General Insurance Conditions (AVB) are insured supplementary to those of mandatory healthcare insurance (KVG).

Unless these AVB or any special agreements provide otherwise, the insurance contract is based on the provisions of the Federal Insurance Contract Act (VVG). 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.

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.

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. 2 Illness, accident, maternity**

2.1 Illness is defined as any impairment of physical or mental health not resulting from an accident that requires a medical examination or treatment or that leads to incapacity for work.

2.2 An accident is defined as the sudden unintentional harmful effect of an unusual external factor on the human body. The policy shows whether or not each benefit is insured in case of accident.

Any references to illness in the General Insurance Conditions refer to accident as well.

2.3 We pay the same benefits for maternity (pregnancy, birth, confinement) as for illness.

**Art. 3 Contract term and termination of insurance coverer**

3.1 The contract term is shown in the policy. The insurance renews automatically for one year at a time.

3.2 The insured person may terminate the insurance in question, even if a longer contract term has been agreed, with effect from the end of the third or each successive insurance year, subject to a notice period of three months. CSS has no right of termination in this case.

Both you and CSS may terminate the contract where good cause exists within the meaning of Art. 35b VVG.

Benefit cases pending at the time of notice remain in effect.

3.3 When a benefit case occurs for which we are liable, you may terminate the contract in writing no later than 14 days after receiving notice of the last payment. Once you have 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 you terminate the contract in the year following that in which the contract was concluded. CSS has no right of termination if you make a claim for benefits.

3.4 Article 7 applies to changes in premiums and the General Insurance Conditions.

3.5 The insurance expires in the following cases:  
a) The legal place of residence is moved abroad;  
b) Temporary stays abroad of more than one year at the end of the insurance year.

**Art. 4 Reimbursement of premiums**

If the contract is terminated before the expiry date, we refund the unused portion of premiums unless the insured person terminates the contract during the first insurance year in connection with a claim.

**Art. 5 Substitute policy**

If the contract is issued to replace a previous contract with CSS, any restricted benefits under the previous policy will be offset against future benefits.

**Art. 6 Arrears in payment by the policyholder**

Interest on arrears applies 30 days after invoices for premiums, co-payments and other payments are due.

**Art. 7 Change of premium rates and the General Insurance Conditions (AVB) for specific benefits**

7.1 CSS can adjust the contract if the premium rates change.

7.2 CSS is entitled to adapt the General Insurance Conditions for specific benefits in cases where the number or types of new service providers increases because of developments in modern medicine or if new or more expensive forms of therapy are introduced.

7.3 CSS informs the insured person of any changes no later than 30 days before the calendar year ends.

If the insured person does not agree to the changes, he can cancel the contract in writing.

CSS must receive the notice of termination no later than on the last day of the current insurance year.

**Art. 8 Discounts and bonuses**

8.1 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.

8.2 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 18.

CSS sets out the details of this family discount in an Appendix to the AVB. CSS may amend this Appendix to the AVB unilaterally. Any amendments will take effect at the beginning 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 18 providing all of the following conditions are met:

- a) The child is covered by basic insurance with CSS 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.

8.3 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: Emergency Insurance with a number of discounts:

Gross premium	CHF 4.20
– discount I (notional) 10%	CHF 0.40
Net premium I	CHF 3.80
– discount II (notional) 50%	CHF 1.90

**Net premium II (actual premium due) CHF 1.90**

8.4 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.

#### **Art. 9 "Zoom" combined discount**

9.1 Insured persons are entitled to the "Zoom" combined discount up to the end of the calendar year in which they turn 30, providing they have taken out CSS Standard Insurance, 1997 Alternative Insurance or 2001 Alternative Insurance and Option 1 Emergency Insurance.

9.2 The combined discount lapses at the end of the calendar year in which the insured person turns 30 or terminates the Emergency Insurance.

#### **Art. 10 Change of residence**

CSS should be informed immediately of any change of residence.

#### **Art. 11 Children**

11.1 CSS insures newborn babies without any proviso from the day of birth, provided it receives the application no later than 30 days after the birth.

11.2 CSS can restrict the children's insured benefits to those of the parents.

#### **Art. 12 Scope of benefits**

12.1 Emergency Insurance from CSS covers the cost of emergency transport and search and rescue operations, up to the sum indicated on the policy.

12.2 The insurance covers transport to the nearest suitable physician or to the nearest suitable hospital.

12.3 CSS pays up to 1.5% of the insured search and rescue costs per calendar year for transport that helps to avoid or reduce a hospital stay.

#### **Art. 13 Prerequisites for benefits**

The insured person must select the emergency organisation from among those offered by CSS.

The name of the current emergency organisation is published in the CSS Magazine and shown on the insurance card.

#### **Art. 14 Benefit case, notification, filing a claim**

14.1 Benefit case:

A benefit case refers to an invoice by a service provider for the contractual services it renders over three months at the most. If the contract ends, entitlement to benefits ends no later than after three months.

14.2 Filing a claim:

When filing a claim, it is necessary to submit to CSS the original invoices and medical certificates with the specific services provided and their justifications.

#### **Art. 15 Exclusions, benefit restrictions**

The insurance does not cover:

15.1 statutory benefits, in particular those in accordance with the KVG and VVG;

15.2 services that are not officially recognised or medically prescribed or that are unsuitable and uneconomical, unless the AVB expressly stipulate otherwise;

15.3 benefits for maternity and related illnesses, provided the pregnancy starts before the insurance commences;

15.4 payments toward the difference between the invoiced costs and the hospital rates for residents of the canton, if the insured person uses the services of a hospital located outside the canton of residence for medical reasons;

15.5 illnesses and accidents resulting from violations of neutrality, warlike events and the use of nuclear energy for military purposes in times of peace and in times of war;

15.6 accidents resulting from earthquakes or premeditated crimes and offences by the insured person;

15.7 illnesses and accidents resulting from exceptional hazards and acts of daring;

15.8 Co-payment, patients' shares in costs and expenses;

15.9 benefits for the time before the claim was notified if the delay cannot be justified;

15.10 cases where the insured person ignores the instructions of doctors and other service providers.

#### **Lists:**

15.11 The lists referred to in the AVB with details on benefits and authorised providers are available on request at any time.

#### **Art. 16 Benefit reductions**

16.1 The maximum amount insured is reduced proportionately if cover lasts for less than one calendar year.

CSS waives its right to reduce benefits if an event is caused by gross negligence.

Benefit reductions from other insurance plans are not replaced.

#### **Art. 17 Contracts with service providers**

CSS reserves the right to agree rates and other services for the benefit of insured persons.

#### **Art. 18 Coordination of benefits with social insurers and other insurers**

18.1 In the case of insured incidents for which an accident insurer (UVG), a health insurer (KVG), the military insurer (MV), or the invalidity insurer (IV) are liable to pay benefits, CSS pays only the part of the benefits not covered by these insurers, within the scope of the insured benefits.

18.2 In the case of multiple insurance, CSS will prorate its benefits in accordance with statutory provisions.

#### **Art. 19 Combination characteristics**

Emergency Insurance is valid only in combination with CSS Standard Insurance, CSS Standard Plus Insurance, Semi-private Hospitalisation Insurance, Private Hospitalisation Insurance, Hospital20, Hospital30 or Alternative Insurance.

The insurance can be cancelled alone, and it ends if the other benefits with which it is combined are cancelled.

#### **Art. 20 Applicable law, data protection and place of jurisdiction**

20.1 This insurance is governed by Swiss law.

20.2 Data protection is based on the Federal Insurance Contract Act (VVG) and the Federal Data Protection Act (DSG). The processing of data by CSS is explained in the privacy policy. This describes how CSS processes personal data. The privacy policy has a strictly declaratory effect and does not form part of the contract. It can be accessed at [css.ch/data-privacy](http://css.ch/data-privacy) or ordered from CSS Insurance, Data Protection Advisor, Tribschenstrasse 21, P.O. Box 2568, 6002 Lucerne.

20.3 If legal disputes arise, the insured person can take action against CSS at the court with jurisdiction at the Swiss domicile or at Lucerne.

## Appendix

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### Art. 21 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.

#### 21.1 Eligibility for premium discounts on supplementary insurance

The cumulative conditions of eligibility for the family discount are set out in paragraph 8.2 of the General Insurance Conditions (AVB).

#### 21.2 Discount and maximum age

Discount: 50%

Maximum age: up to age 18

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: Emergency Insurance with a number of discounts<sup>1</sup>:

Gross premium	CHF 4.20
– discount I (notional) 10%	CHF 0.40
Net premium I	CHF 3.80
– family discount 50%	CHF 1.90
<b>Net premium II (actual premium due)</b>	<b>CHF 1.90</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.

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