
General terms of insurance

Supplementary insurance plans pursuant to
the Swiss Federal Act on Insurance Contracts (VVG/LCA)

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Insurance carrier: Sanitas Privatversicherungen AG

sanitas

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An overview of your supplementary insurance

Insurer

The insurance carrier for supplementary insurance plans pursuant to the Swiss Federal Act on Insurance Contracts (VVG/LCA) is Sanitas Privatversicherungen AG, a company with its registered office in Zurich. Sanitas Privatversicherungen AG has authorised Sanitas Grundversicherungen AG (the company that operates mandatory basic insurance plans pursuant to the KVG/LAMal, also a member of the Sanitas Group) to take any action in its name and for its account.

Both companies are Swiss joint-stock companies (AG/SA) belonging to the Sanitas Krankenversicherung foundation.

Sanitas Privatversicherungen AG also brokers insurance from various cooperation partners. The insurance carrier for these brokered insurance plans is specified in the relevant quote.

Insured risks and scope of insurance cover

Customers can choose their own cover. You have the choice of insurance covering the costs of medical care (medical treatment, hospitalisation and spa treatments, drugs and medication), loss of earnings (daily benefits, death or disability benefits) and other costs resulting from illness and accident (medically prescribed therapies, home help, transport and rescue costs, etc.).

The insured risks and the scope of cover are laid down in the insurance application/quote or policy document and the relevant general terms of insurance and supplementary terms.

Premiums

The premium for your insurance depends on the risks covered and the amount of cover you choose. Premiums have to be paid in advance; depending on the insurance you can choose to be billed on a monthly, bi-monthly, quarterly, semiannual or annual basis. Depending on what you choose, you may be granted a discount or have to pay a surcharge for payment by instalment.

Duties of insured people

Insured persons are obliged to report an insured event immediately and keep the consequences to a minimum (i.e. they have a statutory duty to minimise or mitigate loss). In particular they must seek appropriate medical treatment in the event of illness or accident, follow instructions from doctors and medical personnel, and provide information requested or authorise the relevant parties to obtain such information. Insured persons have a duty to inform the insurance carrier of all facts pertaining to the insurance contract (e.g. changes of address) or required when claiming insured benefits (e.g. reporting accidents or applying for a commitment to provide cover before hospitalisation or spa treatments).

Sanitas must be notified immediately of changes in material facts during the term of insurance that lead to a significant increase in risk.

Term and end of insurance contract

The contract commences on the date specified in the application for insurance or the policy document, and runs for an indefinite period, unless an insured person moves abroad or reaches an agreed scheme termination age. There may also be grounds for termination if the maximum benefit period is reached or the available benefits are exhausted.

The insurance contract can be terminated as follows (the list contains only the most common grounds for termination; other possibilities for terminating the contract are specified in the relevant terms of insurance):

- at the end of a calendar year, subject to three months' notice
- in the case of multi-year contracts, at the end of the term of the contract, subject to three months' notice
- within two weeks of becoming aware of payment of a claim by Sanitas
- if the premium tariff changes or a premium changes as a result of a switch to another age group; possible until the day before the change in premium takes effect
- if the rules on cost shares (deductible and copayment) change

Sanitas waives its right to terminate the contract, except in the following cases:

- If illnesses and accident-related conditions which existed (or had already been recovered from) at the time insurance was taken out are withheld or misrepresented (breaches of the disclosure obligation)
- Lump-sum insurance for illness expires at the end of the calendar year if the insurance carrier terminates its contract with Sanitas and Sanitas does not conclude a new contract with another life insurance company.
- Sanitas may terminate the contract with immediate effect if the policyholder or insured person attempts or commits insurance fraud.
- Within the scope of the law (Art. 21 VVG/LCA), Sanitas can terminate the contract if premiums and/or cost shares are not paid.
- In the case of group daily benefits insurance, Sanitas can waive its right to terminate in the event of a claim.

The costs of pregnancy and childbirth are covered if Sanitas received the application for the corresponding cover for the mother at least nine months before the birth.

Personal data

Sanitas treats personal data in its databases in accordance with the relevant legal and contractual provisions; in particular it uses such data to assess risks, administer the insurance contract and set the premium. It also uses data for marketing purposes and statistical evaluation. Personal data will not be passed on to third parties outside Sanitas. This excludes cases where the law allows the data to be forwarded (e.g. to outsourcing partners) or where the insured person has given their consent. Data are stored in either physical or electronic form and are destroyed or deleted once the statutory period for retaining records has elapsed.

General terms of insurance

Scope of insurance

1 Basis of contract

- 1 The basis of the contract is all representations made in writing by the policyholder (premium payer), the insured (person to be insured) or their representatives in the application and further written documents, and medical reports.
- 2 The rights and obligations of the contracting parties are laid down in the policy and any addenda, in the General Terms of Insurance and any special terms.
- 3 Sanitas Privatversicherungen AG has authorised Sanitas Grundversicherungen AG to take any action in its name and for its account.
- 4 If any matter is not explicitly dealt with in these documents, the Swiss Federal Act on Insurance Contracts (VVG/LCA) shall apply.
- 5 This translation is provided for the sake of convenience. The wording of the German original shall take precedence.
- 6 In this document the masculine form refers to both genders.

2 Object of the insurance plans

- 1 Sanitas Privatversicherungen AG (hereinafter "Sanitas") insures the economic consequences of illness, maternity and accidents. The coverage includes the risk of accident only if this is specified in the insurance policy.
- 2 The insurance pays costs that exceed the benefits paid under mandatory basic health insurance pursuant to the Swiss Federal Health Insurance Act (KVG /LAMa), statutory federal accident insurance (UVG/LAA), federal disability insurance (IV/AS) and federal military insurance (MV/AM).

3 Insured benefits

- 1 The benefits cover only those costs that are not otherwise covered. For the purposes of determining Sanitas's liability to pay benefits, the date of treatment or the time at which the insured service was provided by the service provider applies.
- 2 Benefits for illness, maternity and accident cannot be cumulated.
- 3 Entitlement to maternity benefits commences 9 months after Sanitas receives the relevant application.

- 4 Cross-border commuters and their family members are also covered in the border regions of Switzerland and its neighbouring countries.

- 5 If inflated charges are billed, Sanitas may define benefits in line with customary local rates.

- 6 If costs are not itemised, Sanitas will break them down at its discretion.

4 Definitions

- 1 Illness is defined as any impairment to the physical, mental or psychological health that is not the consequence of an accident and which requires a medical examination or treatment or results in incapacity for work.
- 2 Maternity includes pregnancy and childbirth and the mother's postnatal recovery period.
- 3 An accident is defined as the sudden, unintentional, harmful influence of an exceptional external force on the human body, resulting in the impairment of physical, mental, or psychological health, or death. Occupational illnesses and accident-like events are deemed to be equivalent to an accident. The provisions of the Swiss Federal Accident Insurance Act (UVG/LAA) apply.

5 Geographic coverage

- 1 The insurance is valid all over the world, although outside Switzerland it is valid only in the event of illness or accidents that require emergency treatment during stays abroad of up to 12 months. Divergent terms are defined in the supplementary terms for the individual insurance plans.
- 2 If insured persons spend longer periods abroad or abandon their domicile in Switzerland, subject to an additional premium their insurance can be extended, with the country in which they are staying or domiciled treated as equivalent to Switzerland, for up to a maximum of six years from their date of departure. Costs will be covered up to a maximum of the costs of treatment that would be covered in Switzerland. Once this period of six years has elapsed, the contract expires at the end of the calendar year.

6 Gross negligence

Sanitas waives its right to reduce insurance benefits in the event of gross negligence. However, insured persons are not entitled to compensation for benefit reductions from other insurance companies.

Restrictions to insurance coverage

7 Benefit exclusions

Subject to provisions to the contrary in the supplementary terms, no benefits for medical expenses or daily benefits are paid in the following cases:

- Contributions to costs and benefit reductions under other insurance policies
- Conditions existing prior to the effective date of the contract
- Treatment and measures that are not effective, expedient or economical; effectiveness must be scientifically proven
- Interventions to remedy or improve physical defects and disfiguration, unless made necessary by an insured event
- Treatment aimed at self-fulfilment, self-development or personality development or other purposes that do not involve the treatment of an illness
- Weight reduction programmes, strengthening therapy, cellular therapy
- Dental treatment, except in connection with compulsory benefits under mandatory basic health insurance pursuant to the Swiss Federal Health Insurance Act (KVG/LAMaI)
- Measures ordered by a judicial or administrative authority
- Treatment during foreign military service and/or follow-up treatment
- Illness and accidents as a consequence of acts of war
 - in Switzerland
 - in another country, unless the illness or accident occurs within a period of 14 days from the first outbreak of warlike activities in the country in which the insured is staying and he was taken by surprise by the outbreak of warlike activities while staying there
- Consequences of riots, terrorist acts, crimes or offences of any type and measures implemented to counteract them, unless the insured can prove that he did not actively participate on the side of the perpetrators or incite them to further violence

8 Multiple insurance

If the insured person is insured for costs or loss of earnings with more than one insurance company, the total insured costs or lost earnings are only compensated once. In such cases Sanitas pays benefits only in proportion to its insured benefit's share of the total coverage.

9 Third-party benefits

- 1 The insured person must inform Sanitas without delay of all benefits provided by third parties as well as of any agreements regarding lump sum settlements if Sanitas is liable to pay benefits for the same insurance claim.
- 2 If Sanitas pays benefits on behalf of a third party, the insured person must assign his claims to Sanitas to the amount of the benefits Sanitas is obliged to pay.
- 3 Agreements between the insured person and third parties are not binding on Sanitas.

Obligations and establishment of claims

10 General obligations

The insured person is obliged to comply with the instructions of doctors or other care providers.

11 Establishment of claims

- 1 Detailed original invoices and documents must be submitted to Sanitas when benefits are claimed. Entitlement to claim benefits expires two years after occurrence of the event giving rise to the claim.
- 2 If benefits are paid by another insurer (for example under mandatory basic health or accident insurance), copies of the invoices and detailed statements from this insurer must be submitted to Sanitas.
- 3 The accident report form must be submitted to Sanitas when accident benefits are claimed.

12 Foreign invoices

Foreign invoices and documents must be submitted in German, French, Italian or English. Invoices and documents in any other language must be accompanied by a translation.

13 Violation of obligations

If the insured person violates his obligations towards Sanitas in the event of a claim, benefits may be reduced or refused.

Commencement and end of insurance coverage

14 Acceptance

- 1 By signing the application for insurance, the insured authorises medical doctors, previous insurers and other insurance carriers to provide information to Sanitas and its medical officers.
- 2 Sanitas may require that the insured undergo a medical examination at the expense of the policyholder (premium payer). Sanitas may have a say in the choice of doctor.
- 3 In the case of a joint contract with another insurer, both before and after commencement of insurance each party shall be entitled to view medical records held by the other.
- 4 Sanitas can reject an application without explanation, or impose restrictions.
- 5 If at the time the contract was concluded the policyholder or insured person has withheld or misrepresented a material fact (existing conditions, conditions from which he has recovered, and/or conditions resulting from an accident) about which he knew or should have known and on which he was questioned in writing, Sanitas may terminate the contract within 4 weeks of becoming aware of the breach of the disclosure obligation. Coverage ends at the end of the month in which the policyholder receives written termination of insurance. If the withheld or misrepresented material fact has influenced the payment or the amount of benefits already paid, the full amount of these benefits will be reclaimed from the policyholder.

15 Commencement of insurance

Coverage commences on the date specified in the policy or on the acceptance slip.

16 Term of contract

The contract has no fixed term.

17 Amendments to the contract initiated by the policyholder

- 1 The policyholder must submit a new application for amendments to the contract. The terms of point 14 of these General Terms of Insurance apply.
- 2 Subject to three months' notice, specific supplementary insurance plans can be excluded with effect from the end of a calendar year. If one supplementary insurance plan is replaced with another, any insurance benefits paid out up to the transfer will be deducted.

- 3 A daily benefits insurance plan can be terminated with effect from the first day of the following month provided that the insured person furnishes proof that he has at least equivalent coverage with his employer and that the daily benefits insurance plan would constitute double insurance.

18 Amendments to the contract initiated by Sanitas

- 1 If the premiums and/or coinsurance/copayment arrangements for the tariffs change, Sanitas can require that the contract be amended. The same applies to adjustments to benefits connected with
 - Changes in service providers and their services
 - Forms of therapy
 - New, cost-intensive medical developmentsor changes in the catalogue of statutory benefits provided under mandatory basic health insurance pursuant to the Swiss Federal Health Insurance Act (KVG/LAMa).
- 2 To this end, Sanitas shall notify the policyholder of the new premium and/or new contractual terms 25 days before their entry into force at the latest.
- 3 Thereupon the policyholder shall be entitled to terminate the contract with effect from the moment the amendments to the contract enter into force. To be valid, Sanitas must receive the notice of termination on the day before entry into force at the latest. Failure to terminate the contract shall be deemed as the policyholder's consent to the amendments to the contract.

19 Termination

- 1 Sanitas expressly waives its right to terminate the insurance in the event of a claim. Sanitas may terminate the contract with immediate effect if the policyholder or insured attempts or commits insurance fraud.
- 2 The policyholder may terminate the contract at the end of a calendar year with three months' notice. Sanitas must receive notice of termination by September 30 at the latest.
- 3 In addition, the policyholder may terminate the contract in accordance with point 18 of these General Terms of Insurance.

20 Suspension

Insurance plans can be suspended on request against a reduction in premium. The request can be rejected without explanation.

21 End of insurance coverage

Insurance coverage ends on the date on which the termination of the contract or the exclusion of insurance coverage takes effect. Insured benefits are due up to and including this date.

Premiums

22 Change of age group and place of residence

- 1 Premiums are adjusted as follows when the insured moves into the next age group up:
 - When the insured moves into the 19 to 25 age group on January 1 following his 18th birthday
 - When the insured moves into the 26 to 40 age group on January 1 following his 25th birthday
- 2 For insured persons who took out insurance on or after 1 January 1997, Sanitas may introduce a further age group from age 41.
- 3 A change in place of residence may involve a premium adjustment. This does not entail entitlement to terminate the contract as per point 18 of these General Terms of Insurance.

23 Payment of premiums and due dates

- 1 Premiums are due on the first day of the month in question. Payments may be made on an annual, semiannual, quarterly, bi-monthly or monthly basis, with the insurance year beginning on January 1. If the billing address is outside Switzerland, payments may only be made on an annual, semiannual or quarterly basis.
- 2 If the insurance is terminated prematurely, the premium due for the unused period of insurance will be refunded. This arrangement does not apply if the policyholder terminates the contract in the event of a claim during the course of the year after insurance is taken out.
- 3 The policyholder may not offset premiums due against benefits due.

24 Payment reminders and consequences of default in payment

- 1 If premiums or cost shares that are due are not paid in time, Sanitas reminds the policyholder to pay the outstanding amounts plus reminder fees within 14 days of dispatch of the reminder, and refers to the penalties for default. If there is no reaction to the reminder, Sanitas waives the outstanding premium and withdraws from the contract, or institutes legal proceedings to collect the outstanding amounts plus the debt collection costs, charges for inconvenience caused, and interest on arrears.
- 2 The policyholder may submit a written request for the reinstatement of the insurance contract without a new risk assessment for up to 4 months after the reminder period expires. He must undertake to pay all outstanding amounts without interruption. In this case the entitlement to benefits is reinstated for treatment from the day on which Sanitas receives the payment. The request can be rejected without explanation.

Miscellaneous

25 Acceptance of the insurance policy

If the contents of the insurance policy or the supplements thereto do not coincide with the agreements reached, the policyholder must ask for a correction within four weeks of receipt of the policy, failing which the contents shall be deemed to have been approved by him.

26 Data capture and processing

- 1 Sanitas ensures compliance with the data protection provisions of Swiss law, namely the Swiss Federal Law on Data Protection.
- 2 Within the limits of the statutory provisions, Sanitas may obtain the information required for the provision of insurance coverage, process this information electronically, and forward it to third parties for processing.

27 Payment of benefits

- 1 Sanitas will pay benefits to a postal or bank account. If other forms of payment are requested, Sanitas may charge a fee to cover the extra expense involved. Payments will be made to addresses in Switzerland, or to addresses in EU or EFTA states provided that Basic insurance coverage is also included in the same policy.
- 2 Sanitas may deduct monies owed by the insured person from the benefits paid out.

28 Notifications/contact addresses

- 1 Changes in names or addresses, and contact addresses, must be notified to Sanitas in writing within 30 days. If changes and contact addresses are not notified, all deliveries to the last known address shall be considered to be legally effective.
- 2 Insured persons who are absent from Switzerland for more than three months must provide Sanitas with a contact address in Switzerland. This does not apply to changes in civil law domicile to an EU or EFTA state provided that Basic insurance coverage is also included in the same policy.

29 Transfer from group to individual insurance plans

- 1 Insured persons who withdraw from a Sanitas group insurance plan or have to withdraw from such a plan because it is liquidated can transfer to an individual insurance plan provided that they still have a civil law domicile in the area in which Sanitas operates. The insured person will be informed in writing about the right to transfer to which he is entitled, and must exercise this right within 30 days.
- 2 As far as possible, the insured person will be covered for the same benefits as in the group insurance plan. Any restrictions imposed under the group insurance plan will remain in place.
- 3 The age at the time insurance commenced with Sanitas is used as the basis for calculating premiums, subject to point 22 of these General Terms of Insurance.

30 Inclusion of accident risk with medical treatment costs after retirement

- 1 Accident coverage can be included in medical treatment policies without the need for a risk assessment within three months from the date of retirement.
- 2 This provision is subject to the condition that the insured furnishes proof that he was previously insured for accidents under a group plan and that he was forced to leave the group plan on retirement.
- 3 No benefits are paid for accidents that occurred before accident coverage was included.

31 Place of performance and jurisdiction

- 1 The obligations under the insurance contract must be performed in Switzerland and in Swiss currency.
- 2 The court at the policyholder's or insured's place of residence in Switzerland or the courts in Zurich have jurisdiction over any disputes if the complaint is filed by the policyholder or insured; if the complaint is filed by Sanitas, the court at the policyholder's or insured's place of residence in Switzerland has jurisdiction.