

General terms of insurance

Edition: January 2004
Version: 2023

Insurance carrier: Sanitas Privatversicherungen AG

Overview of your supplementary insurance

Insurance company

Sanitas Privatversicherungen AG, Jänergasse 3, 8004 Zurich, is the supplementary insurance provider pursuant to VVG/IPA.

Sanitas Privatversicherungen AG also brokers insurance within the framework of cooperation partnerships. The name of the insurance carrier for these insurance plans can be found in the relevant quote.

Insured risks and scope of insurance cover

Insurance cover can be determined individually. The choice includes 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 can be found in the general terms of insurance, supplementary terms and any applicable special terms.

Premiums

The insurance premium depends on the risks insured and the chosen cover. Premiums must be paid in advance and, depending on the insurance cover, can be paid monthly, bimonthly, quarterly, semiannually or annually. Depending on the chosen mode of payment, a discount may be granted or a surcharge levied for payment by instalment.

Duties and obligations of insureds

Insureds are obliged to report an insured event promptly and to 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 the 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 cover costs before hospitalisation or spa treatment). 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 transfers their legal domicile 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 by the insured as follows (the following list includes only the most common reasons 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
- For multi-year contracts: at the end of the term or at the end of the third or each subsequent year 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 or accident-related conditions which existed (or had already been recovered from) at the time of answering the health questions are withheld or misrepresented (breach of 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 to commit or commits insurance fraud.
- Within the scope of the law (Art. 21 VVG/IPA), 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 9 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. The company 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 is stored in either physical or electronic form and is destroyed or erased 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 representative in the application, 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, the supplementary terms and any special terms.
- 3 These general terms of insurance are based on the VVG/IPA, amended on 19 June 2020 (entered into force on 1 January 2022). They apply for all policyholders (including policyholders who took out a contract before 1 January 2022), provided that no deviating provisions are specified in these general terms or the supplementary terms. If any matter is not explicitly dealt with in these documents, the Swiss Federal Act on Insurance Policies (VVG/IPA) shall apply for all policyholders (including policyholders who took out a contract before 1 January 2022).
- 4 If the masculine form is used in this document, it refers to all genders in the interests of equal treatment for all genders. The abbreviated form of language is for editorial reasons only and does not imply any valuation.
- 5 If not specified otherwise in these general terms of insurance, supplementary terms or special terms, written notification from policyholders and from Sanitas may take place in physical form or in another form that allows proof by text.

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 KVG/HIA, 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' 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 application.

4 Definitions

- 1 Illness is defined as any impairment to 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 to 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.
- 4 An emergency is an unforeseen situation in which there is an imminent threat to physical integrity.

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 and in the special terms.
- 2 If insured persons spend longer periods abroad or abandon their domicile in Switzerland, their insurance can be extended, subject to a premium surcharge, for up to a maximum of 6 years from their date of departure. Application for cover abroad has to be made in writing. Sanitas has the right to reject the application. In the case of foreign coverage, the country of residence is treated the same as Switzerland. 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

Excluding 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
- Existing conditions at the time of answering the health questions
- Treatment and measures that are not effective, expedient or economical, whereby 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 KVG/HIA
- 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 such activities in the country in which the insured is staying and the insured was taken by surprise by the events
- Consequences of riots, terrorist acts, crimes or offences of any type and measures implemented to counteract them, unless the insured can prove that they 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 the insured benefits.

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 the 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 duties and obligations

- 1 Insureds are obliged to report an insured event promptly and to 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 the information requested or authorise the relevant parties to obtain such information.
- 2 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).

11 Establishment of claims

- 1 Detailed original invoices and documents must be submitted to Sanitas when benefits are claimed. Entitlement to claim benefits expires 5 years after occurrence of the event giving rise to the claim. A statute of limitation of 2 years applies to claims made by Sanitas against the policyholder.
- 2 If benefits are paid by another insurance company (e.g. under mandatory basic health or accident insurance), copies of the invoices and detailed statements from this insurance company must be submitted to Sanitas.
- 3 The accident report form must be submitted to Sanitas when accident benefits are claimed.

12 Foreign invoices

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

13 Breach of duties and obligations

If the insured person breaches their duties and obligations vis-à-vis Sanitas in the event of a claim, benefits may be reduced or refused, unless the insured person can prove that he/she is not to blame or that the breach of duty and obligation had no influence on the occurrence of the feared event and the scope of the benefits owed by Sanitas. The obligations and duties of the insured person are listed under points 9 to 12.

Commencement and end of insurance coverage

14 Admission requirements

- 1 By signing the application for insurance, the insured authorises 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 insurance company, 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 of answering the health questions the policyholder or insured person withheld or misrepresented a material fact (existing or previous conditions and/or conditions resulting from an accident) about which he/she knew or should have known and on which he/she was questioned in writing or in another form that enables proof by text, Sanitas may terminate the contract within 4 weeks of becoming aware of the breach of the disclosure obligation. Insurance coverage ends at the end of the month in which the policyholder receives written termination of insurance. In the case of benefits already paid, insofar as their occurrence or scope was influenced by the material fact that was not disclosed or disclosed incorrectly, Sanitas is entitled to a refund.

15 Start of insurance and withdrawal

- 1 Coverage commences on the date specified in the policy or on the declaration of acceptance.
- 2 The policyholder may withdraw his or her application to conclude the contract or the declaration to accept it in writing or in any other form that allows proof by text within 14 days.
- 3 The deadline for withdrawal begins once the policyholder has applied for or accepted the contract.
- 4 The deadline is met when the policyholder notifies the insurance company on the last day of the deadline of his/her withdrawal or hands over his/her declaration of withdrawal to the post office (post stamp).
- 5 The policyholder's withdrawal has the effect that the application to conclude the contract or the declaration of acceptance is ineffective from the start. Benefits already claimed must be repaid.

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 3 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 taken into account.

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

18 Amendments to the contract initiated by Sanitas

- 1 If the premiums and/or copayment arrangements for the tariff change due to the development of claims and/or administrative costs, Sanitas may request that the contract be amended.

Sanitas is also entitled to make unilateral changes to the contract for the following reasons:

- Expanding the number or introducing new types of service providers
- New or cost-intensive forms of therapy or nursing care
- Developments in modern medicine or care with significant impact on the insurance relationship
- Changes to the catalogue of statutory benefits provided under mandatory basic health insurance (KVG/HIA)

- 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 In this case, the policyholder is entitled to terminate the part of the contract affected by the change as of the effective date of the contract amendments. To be valid, Sanitas must receive the notice of termination in writing or in another form that allows proof by text no later than the day before the amended contract is due to come into force. Failure to terminate the contract will be deemed as the policyholder's consent to the amendments to the contract.
- 4 Changing to a higher age group entitles the policyholder to terminate the contract with respect to the part affected by the change as of the effective date of the contract amendments. To be valid, Sanitas must receive the notice of termination in writing or in another form that allows proof by text no later than the day before the amended contract is due to come into force. Failure to terminate the contract will be deemed as the policyholder's consent to the amendments to the contract.

18a Framework agreement

- 1 The framework agreement for supplementary health insurance allows private and public companies, clubs and associations the opportunity to have a defined group of people insured under specific conditions, provided that the requirements set out in the framework agreement are met by the individual.
- 2 The framework agreement partner is stated in the policy.
- 3 Sanitas can offer discounts in connection with a framework agreement. The framework agreement provides the basis for granting discounts.
- 4 The insured person has the right to request information from Sanitas about the bases of the framework agreement used to grant the discount.
- 5 Sanitas may change the framework agreement discount depending on the development of claims and/or administrative costs in accordance with point 18(1) of these general terms of insurance. The discount is adjusted by amending the agreement with the framework agreement partner.

- 6 Lapse of the framework agreement results in the loss of the premium discount.
- 7 Insured persons who leave a framework agreement or who no longer meet the requirements for the framework agreement must inform Sanitas of this in writing or in another form that allows proof by text within 30 days of leaving the framework agreement or no longer meeting the requirements to remain in the framework agreement at the latest. Leaving the framework agreement results in the loss of the premium discount.
- 8 On reduction or cancellation of the framework agreement discount, the insured person has the right to terminate the affected plans under the insurance contract with effect from the end of the calendar year within 30 days of receipt of the policy or the notification of the adjustment of the framework agreement discount.

18b Discounts and bonuses

- 1 Sanitas can grant discounts or bonuses. Framework agreement discounts are set out in point 18a of these general terms of insurance.
- 2 Sanitas may change the contract depending on the development of claims and/or administrative costs in accordance with point 18(1) of these general terms of insurance.
- 3 Sanitas may change or cancel discounts or bonuses – unless specified otherwise in the supplementary terms – effective as of the end of a calendar year.
- 4 In the event of a change or cancellation of the discount or bonus, the policyholder has the right to terminate the insurance contract in question with effect from the end of the calendar year within 30 days of receipt of the policy or notification of the adjustment of the discount or bonus. Discontinuation of temporary discounts and preferential terms does not give the policy holder the right to terminate the contract.
- 5 However, if the insured person no longer meets the eligibility requirements for a discount or bonus, this does not entitle him/her to terminate the insurance contract.

19 Termination

- 1 Sanitas may terminate the contract with immediate effect if the policyholder or insured person attempts to commit or commits insurance fraud.
- 2 The policyholder may duly terminate the contract to the end of a calendar year subject to a notice period of 3 months. Sanitas must receive notice of termination by 30 September at the latest.
- 3 In the event of a claim for which Sanitas has to pay benefits, the policyholder may terminate the insurance plan in question within 14 days of payment of the claim or of becoming aware of the claim. The insurance ends 14 days after receipt of this notification by Sanitas.
- 4 Sanitas has neither the ordinary right of termination nor the right of termination in the event of a claim. Both contracting parties have the right to termination if there is good cause. Good cause is deemed to be e.g. any circumstance which makes it unreasonable in good faith for the person giving notice to continue the contract.
- 5 In addition, the policyholder may terminate the contract in accordance with points 18, 18a and 18b of these general terms of insurance.

20 Suspension

Insurance plans can be suspended on request against a reduction in premiums. 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. This is subject to periodic performance obligations as set out in Art. 35c VVG/IPA.

Premiums

22 Change of age group and place of residence

- 1 Switching age group and changing place of residence can lead to a premium adjustment. Changing their place of residence does not entitle the policyholder to terminate their policy in accordance with point 18 of these general terms of insurance.
- 2 Premiums are adjusted as follows as of January 1 when the insured moves into the next age group:
 - When the insured moves into the 19 to 25 age group at the end of the year in which they turn 18
 - When the insured moves into the 26 to 40 age group at the end of the year in which they turn 18
- 3 For insured persons who took out insurance on or after 1 January 1997, Sanitas may introduce other and additional age groups. These changes to age groups are set out in the applicable supplementary terms.

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, bimonthly or monthly basis, with the insurance year beginning on 1 January. If the correspondence address is outside Switzerland, payments may only be made on an annual, semiannual or quarterly basis.
- 2 If the insurance is cancelled or terminated prematurely, the premium is owed only for the period up to when the contract is cancelled. 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 Reminders and consequences of default in payment

- 1 If premiums or cost shares 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 response 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/she 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 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 information required for the provision of insurance coverage, process this information electronically, and forward it to third parties for processing.

26 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.
- 2 Sanitas may deduct monies owed by the insured person from the benefits paid out.

27 Change of name and address/contact addresses

- 1 Sanitas must be notified of changes of name and address and contact addresses within 30 days of the change in writing or in another form that allows proof by text. If Sanitas is not informed of these changes, all correspondence sent to the last known address shall be considered to be legally effective.
- 2 Insured persons who are absent from Switzerland for more than 3 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 mandatory basic health insurance to KVG/HIA is included in the same policy.

28 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 they are entitled, and must exercise this right within 30 days.
- 2 Insofar as possible, insureds are transferred to equivalent solutions for individual insurance. Benefits drawn will be deducted from the individual health insurance plan. Any restrictions imposed under the group insurance plan will remain in place.
- 3 Premiums are determined by the age group at the time of commencement of insurance with Sanitas. Point 22 of these terms of insurance shall remain reserved.

29 Inclusion of accident with medical treatment costs after retirement

- 1 Cover for accidents can be included in medical expenses insurance without the need for a risk assessment within 3 months from the date of retirement.
- 2 This provision is subject to the condition that the insured provides proof that he/she was previously insured for accidents under a group plan and that he/she was forced to leave the group plan on retirement.
- 3 No benefits are paid for accidents that occur before accident coverage is included.

30 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 person'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 person; if the complaint is filed by Sanitas, the court at the policyholder's or insured person's place of residence in Switzerland has jurisdiction.

