
p-care / p-care by Hirslanden

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

Insurance cover for people formerly with group insurance (p-care)

General terms of insurance Sanitas Corporate Private Care

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Sanitas Privatversicherungen AG, registered office in Zurich

sanitas

Basis of contract

- 1 The basis of the contract is all representations made in writing by the policyholder (applicant), the insured person (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 If any matter is not explicitly dealt with in these documents, the Swiss Federal Act on Insurance Contracts (VVG/LCA) shall apply.
- 4 p-care is designed for insured persons who have left their former employer's group insurance plan and members of their families who are already or not already insured. Mandatory basic health insurance pursuant to the Swiss Federal Health Insurance Act (KVG/LAMa) cannot be taken out on its own.
- 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

The insured has the following categories of cover and additional insurance plans to choose from:

Switzerland

- BASIC
- COMFORT
- PRIVATE
- ROYAL

Abroad

- PRIVATE INTERNATIONAL
- ROYAL ABROAD

- 2 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.
- 3 Benefits for illness, maternity and accident cannot be cumulated.
- 4 Entitlement to maternity benefits commences 9 months after Sanitas receives the relevant application.
- 5 Cross-border commuters and their family members are also covered in the border regions of Switzerland and its neighbouring countries.
- 6 Sanitas may assess the costs of medical interventions to ascertain whether the measures taken were effective, expedient and economical. It will also check to see that services are billed in line with local norms and adjust the benefits paid out accordingly. In this case Sanitas shall assume the rights of the insured.
- 7 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. A congenital defect is a condition suffered by the insured since birth.
- 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 Family members are employees' spouses or life partners and their children, provided that they live in the same household.
- 5 Insured persons are persons who have an insurance relationship with Sanitas.

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. Any divergent terms are defined in the supplementary terms.
- 2 People staying abroad for more than 12 months or giving up their residence in Switzerland who are no longer subject to mandatory health insurance as per the Swiss Federal Health Insurance Act (KVG/LAMal) can opt for Private International insurance. People still subject to mandatory KVG/LAMal health insurance can continue their cover in the ROYAL category for up to six years. The country of residence abroad will be treated as equivalent to Switzerland.
- 3 The domicile or place of residence is defined as the place on which the insured's social and work life is centred.

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 and/or daily benefits are paid in the following cases:

- Cost shares 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; the effectiveness of the treatment or measure 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, dietary advice, 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/LAMal)
- Measures ordered by a judicial or administrative authority (therapy instead of a prison sentence, alcohol tests, etc.)

- 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
- 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
 - For expatriates and insured persons who are working abroad for a short period (up to 12 months) on behalf of their employer, coverage also extends to accidents that are the consequence of acts of war, provided that the insured did not actively participate in or incite activity in connection with these acts or intentionally travel to the war zone.

Sanitas may temporarily or permanently suspend this additional coverage for specific countries subject to notice of fourteen days.

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.
- 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 When accident benefits are claimed, the accident report form must also be submitted.

12 Foreign invoices

- 1 Foreign invoices and documents must be submitted in German, French, Italian, English or Spanish. Invoices and documents in any other language must be accompanied by an accredited translation.
- 2 Currencies will be converted at the daily rate on the date of the invoice or at the exchange rate specified on the credit card statement.

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 submitting the application for insurance, the insured person authorises medical doctors, previous insurers and other insurance carriers to provide information to Sanitas and its medical officers.
- 2 Sanitas may require that the applicant undergo a medical examination at his own expense. Sanitas may have a say in the choice of doctor.
- 3 Sanitas can reject an application without explanation, or impose restrictions.

- 4 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.

- 5 The maximum age for admission to supplementary health insurance is 60, and the maximum age for admission to supplementary accident insurance is 65.

15 Waiver of right to transfer from group insurance plan to p-care

Insured persons who waive their right to transfer from their former employer's group insurance plan to p-care are entitled to terminate the insurance in writing within 30 days of receiving the new policy document, or to apply to continue cover under an individual insurance plan from Sanitas. In this case they will continue to be covered for similar benefits as under the group insurance plan without a medical examination. Premiums will be calculated on the basis of the person's age group at the moment they transfer to the individual insurance plan.

16 Commencement of insurance

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

17 Term of insurance

The contract has no fixed term.

18 Amendments to the contract by the policyholder

- 1 In principle, contracts may be amended with effect from the first day of the following month.
- 2 The policyholder must submit a new application for upgrades in insurance cover. The maximum age for upgrading insurance cover is 60 (65 for upgrading supplementary accident cover).
- 3 The insured person can downgrade insurance cover in writing (without a new application), specifying the desired insurance cover and the desired effective date, and dated and signed by the insured person.
- 4 The terms of point 14 of these General Terms of Insurance apply.

19 Amendments to the contract 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 developments or changes in the catalogue of statutory benefits provided under mandatory basic health insurance pursuant to the Swiss Federal Health Insurance Act (KVG/LAMal).
- 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 written 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 amendment to the contract.

20 Termination of insurance

- 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 person attempts or commits insurance fraud.
- 2 The policyholder may terminate the contract or individual supplementary insurance plans at the end of a calendar year with one month's notice. To be valid, Sanitas must receive the notice of termination on November 30 at the latest.

21 Suspension

Insurance coverage can be suspended against a reduction in premium if the insured person travels abroad or becomes eligible for military insurance coverage (at least 28 consecutive days of service). Suspension must be applied for in advance. The maximum suspension period is 24 months. No benefits will be paid for any claims arising during the suspension period.

22 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

23 Change of age group and place of residence

- 1 Premiums comprise a basic rate plus surcharges according to place or residence, actual age and sex. Age-dependent premium adjustments are made on January 1 of the year following the 18th, 25th and 40th birthday, and every five years thereafter. The last age-dependent premium adjustment will be made on January 1 following the 80th birthday.
- 2 A change in place of residence may entail a premium adjustment.

24 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.
- 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.
- 4 Premiums must be paid by bank or postal direct debit (LSV/DD).

25 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

26 Acceptance of 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.

27 Data capture and processing

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

28 Payment of benefits

- 1 **Outpatient treatment**
Medical services and medically prescribed drugs are provided on submission of the insured person's personal insurance card.
- 2 **Payment of invoices**
The person to whom an invoice is addressed must also pay the invoice. They must submit the original invoice to Sanitas to claim reimbursement of the insured costs.
- 3 **Reimbursement of paid invoices**
Invoices must be submitted to Sanitas with reference to the insured person's personal customer number. Sanitas transfers benefits to the insured person's bank or postal account. If other forms of payment are requested, Sanitas may charge a fee to cover the extra expense involved.
- 4 Sanitas may deduct monies owed by the insured person from the benefits paid out.

29 Notifications/contact addresses

- 1 Changes in names or addresses, and contact addresses, must be notified to Sanitas within 30 days. Deliveries to the last known address shall be considered to be legally effective.
- 2 All insured persons who are absent from Switzerland for more than three months, and persons who are insured as cross-border commuters, must provide Sanitas with a contact address in Switzerland.

30 Inclusion of accident-related 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. Supplementary accident insurance can be taken out within the same period.
- 2 This provision is subject to the condition that the insured person was previously insured for accidents under a group accident insurance plan and was forced to leave this group plan on retirement.
- 3 No benefits are paid for accidents that occurred before accident coverage was included or before supplementary accident insurance was taken out.

31 Place of performance and jurisdiction

- 1 The obligations under this 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.

