
Terms of Insurance of the Wincare line

Pursuant to the Swiss Federal Act on Insurance Contracts (VVG/LCA)

January 2017 edition

Insurance carrier: Sanitas Privatversicherungen AG

sanitas

Separate publication of terms of insurance

The following supplementary insurance plans can no longer be taken out. If any matter is not dealt with specifically in these Supplementary or Special Terms of Insurance, the General Terms of Insurance of the Wincare line apply for supplementary insurance plans pursuant to VVG/LCA, January 2017 edition.

The terms below will not be replaced and remain valid.

Supplementary Terms for supplementary insurance covering the costs of hospital treatment	01.1997 edition
Supplementary Terms for individual hospital cost insurance	01.1997 edition
Special Terms for Diversa Basis supplementary insurance	01.2001 edition
Special Terms for Natura Basis supplementary insurance	01.2001 edition
Supplementary Terms for household expenses insurance	01.2001 edition

The following supplementary insurance plans can no longer be taken out.

The relevant General Terms of Insurance apply for all matters relating to supplementary insurance.

General Terms of Insurance for supplementary accident insurance in the event of death and disability	1994 edition
General Terms of Insurance for light supplementary hospital insurance	1995 edition

An overview of your supplementary insurance

This overview is for customers who have supplementary insurance pursuant to the Swiss Federal Act on Insurance Contracts (VVG/LCA). It contains information on the legal form of the insurance carrier and the content of the insurance contract pursuant to Art. 3 VVG/LCA. The rights and duties of the contracting parties arise from the application, the policy document, the applicable terms of insurance and the law.

January 2017 edition

Insurers

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. 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 the relevant general terms of insurance, supplementary terms and special terms of the Wincare line.

Premiums

The insurance premium depends on the risks covered and the amount of cover chosen. 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 payment type, a discount may be granted or a surcharge levied for payment by instalment.

Duties of the insured

Insured persons are obliged to report an insured event promptly 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 3 months' notice
- Within two weeks of becoming aware of payment of a claim by Sanitas
- If the premium tariff or 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.
- Sanitas may terminate the contract for daily benefits and lump sum insurance plans with effect from the end of a calendar year subject to three months' notice.

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 his consent. Data is stored in either physical or electronic form and is destroyed or deleted once the statutory period for retaining records has elapsed.

Terms of Insurance of the Wincare line

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

January 2017 edition

Insurance carrier: Sanitas Privatversicherungen AG

General

1 Basis of contract

- 1 This contract is based on
 - these general terms of insurance, the supplementary terms and any special terms in place for the respective insurance plans under the Wincare line;
 - the policy and any addenda;
 - all representations made in writing by the policyholder and the insured in the application and further written documents;
 - any supplementary medical details in a medical report.
- 2 Sanitas Privatversicherungen AG has authorised Sanitas Grundversicherungen AG (hereinafter "Sanitas") to take any action in its name and for its account.
- 3 If any matter is not explicitly dealt with in these documents, the Swiss Federal Act on Insurance Contracts (VVG/LCA) shall apply.
- 4 In this document the masculine form refers to both genders.

2 Insured

The insurance covers the person specified in the policy document.

3 Process of application

- 1 For admission to the insurance plan or in case of changes to the insurance, the appropriate application form must be completed truthfully and in full and sent to Sanitas. The same applies to any additional information requested. Sanitas reserves the right to make a decision based on the results of a medical examination arranged by the company.
- 2 If at the time the contract was concluded the insured withheld or misrepresented a significant fact (existing conditions, conditions from which he has recovered, and/or conditions resulting from an accident) about which he knew or should have known, Sanitas may terminate the contract in writing within 4 weeks of becoming aware of the breach of the disclosure obligation. The termination will take effect on receipt by the policyholder.

4 Admission of newborns to insurance plans

- 1 A child can be insured without restriction effective as of the first day of the month of birth, provided that Sanitas receives the application form prior to the birth.
- 2 With the private/semiprivate, Hospital Comfort or Private Doctor hospital insurance plans, this arrangement only applies if one parent has held the same insurance cover with Sanitas for at least 270 days.
- 3 With disability and death benefit insurance in the event of accident, this arrangement only applies up to the insured sums specified by Sanitas.
- 4 A child cannot be registered prior to birth for
 - household expenses insurance, dental treatment and daily benefits insurance;
 - Disability and death benefits in the event of illness.

Scope of insurance

5 Object of the insurance plans

- 1 The insurance covers the economic consequences of illness, maternity and accidents in addition to the respective basic insurance, i.e. mandatory basic health insurance pursuant to the Swiss Federal Health Insurance Act (KVG/LAMal) and mandatory accident insurance pursuant to the Swiss Federal Accident Insurance Act (UVG/LAA).
- 2 Full details on the individual insurance plans can be found in the supplementary terms of the Wincare line.

6 Geographic coverage

- 1 The insurance plans are valid in Switzerland and in a border area of 20 km around the Swiss border.
- 2 Benefits will be paid abroad provided that this arrangement is set out in the supplementary terms of the Wincare line.
- 3 Sanitas must be informed promptly in writing of any change in civil law domicile.

Definitions

7 Illness/maternity

- 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 to work.
- 2 Pregnancy and childbirth are deemed to be equivalent to illness, provided that the mother's insurance has been in place for at least 270 days prior to the birth.

8 Accident/accident-like injury

- 1 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.
- 2 The following conclusive list of injuries are deemed to be equivalent to accidents even without any extraordinary external factors being involved, insofar as they are not clearly the result of an illness or degeneration:
 - Fractures
 - Dislocation of joints
 - Meniscus tears
 - Muscle tears
 - Muscle strains
 - Tendon tears
 - Ligament lesions
 - Damage to eardrum
- 3 Non-accident related damage to equipment used as a result of an illness to replace a body part or bodily function are not deemed to be injuries as per para 2.

9 Suicide and self-mutilation

Suicide and self-mutilation and attempted suicide or self-mutilation are deemed to be an accident if at the time of the act the insured person, through no fault of his own, was completely incapable of acting rationally, or if the act was the clear result of an insured accident. If the insured person was not of completely sound mind, such acts are treated as illness.

10 Healthcare providers

- 1 Healthcare providers are persons and entities approved in accordance with KVG/LAMal or UVG/LAA to provide services covered under mandatory basic health or accident insurance.
- 2 This is subject to deviating provisions set out in the supplementary terms of the Wincare line.

Commencement and end of insurance coverage

11 Commencement of insurance coverage

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

12 Term of contract

- 1 The insurance plans are taken out for the lifetime of the insured. For household expenses insurance, daily benefits, disability and death benefit insurance in the event of illness or accident, and hospital insurance in the event of accident, the termination ages specified in the policy apply.
- 2 Furthermore, individual insurance plans can end for the following reasons:
 - Termination (point 14)
 - Non-payment of the premium (point 18.2)
 - For hospital daily benefits and household expenses insurance, on reaching the maximum benefit period in case of 100% incapacity to work
 - Transfer of civil law domicile abroad
 - Moving the usual place of residence abroad for more than 12 months

13 Amendments to cover

On amending insurance, any benefits previously drawn that are subject to a cap or time limit will be included in the calculation of future benefits.

14 Termination

- 1 The policyholder can terminate the insurance
 - after a minimum insurance period of 1 year. Insurance can be terminated to the end of a calendar year subject to 3 months' notice;
 - if the premium tariffs or rules on cost shares (point 17) change;

- after any event for which Sanitas is liable to pay benefits. Sanitas must receive notice of termination once the insured has been notified of the payment of benefits at the latest. Coverage ends 14 days after receipt of notification by Sanitas.

The termination must be made in writing.

- 2 With the medical expenses insurance, Sanitas waives its right to terminate the insurance. With the household expenses, hospital benefits insurance, daily benefits, disability and death benefit insurance, Sanitas waives its right to terminate the insurance on occurrence of an insured event. Otherwise, Sanitas reserves the right to terminate these insurance plans pursuant to para. 1, first entry.
- 3 With all insurance plans, Sanitas reserves the right to terminate contracts if the insured breaches the disclosure obligation or attempts or commits insurance fraud.

15 End of entitlement to benefits

On termination of insurance, entitlement to benefits shall cease, including those for treatment of an existing illness or accident, with the exception of benefits for disability and death benefit insurance plans.

Premiums

16 Premium tariff

- 1 The premium tariff can vary depending on age, sex, occupation or civil law domicile. If the insured person changes occupation or civil law domicile, Sanitas must be notified promptly in writing. The premiums can be adjusted from the date the change is made.
- 2 Premiums can be adjusted each year in accordance with the premium tariff which corresponds to the age of the insured person; this also applies to hospital insurance in the event of accident.
- 3 Sanitas adjusts the premiums for the private/semiprivate, Hospital Comfort and Private Doctor hospital insurance plans to the tariff in accordance with the funding principle effective as of 1 January in the year the insured turns 41.

17 Adjustment of the premium tariff

- 1 If the premium tariff or cost share arrangements change, Sanitas may demand an adjustment of the policy from the beginning of the next insurance year. For this purpose, Sanitas will announce any changes no later than 30 days before premiums are due.
- 2 In this case, the policyholder is entitled to terminate the part of the contract affected by the change or the entire contract effective the end of the current insurance year.
- 3 If the policyholder asserts his right to terminate the contract in part or in full, cover will cease accordingly at the end of the insurance year. To be valid, Sanitas must receive the notice of termination on the last day of the insurance year at the latest.
- 4 Failure to terminate the contract shall be deemed as the policyholder's consent to the new arrangements.

18 Payment of premiums

- 1 The annual premium must be paid in advance. Payment is due 1 January every year; on commencement of insurance on receipt of the invoice for the remaining period of the year.
- 2 In the event of payment by instalment, instalments due throughout the year are treated merely as deferred payments.

19 Default of payment

- 1 If the premium is not paid by the due date, the policyholder is reminded in writing to pay the outstanding premiums within 14 days of dispatch of the reminder with reference to the penalties for default. If there is no reaction to the reminder, cover ceases on expiry of the reminder period.
- 2 If legal proceedings are not initiated within 2 months of expiry of the reminder period in accordance with para 1, Sanitas will waive the outstanding premium and withdraw from the contract.
- 3 If Sanitas initiates legal proceedings or subsequently accepts the premium, liability to pay benefits will restart at the time at which the outstanding premium including interest and costs is paid. Sanitas is not liable to pay benefits for insurance claims that occur between the expiry of the reminder period and receipt of the outstanding payment.

20 Premium refund

- 1 If the insurance is terminated for statutory or contractual reasons before expiry of the agreed duration of cover, Sanitas will refund the premium due for the unused period of insurance or shall not demand payment of future instalments.
- 2 This arrangement does not apply if the policyholder terminates the contract in the event of a claim for which Sanitas has to pay benefits (point 14) and the insurance was taken out less than 1 year ago.

Obligation and entitlement

21 Obligation to undergo medical treatment

- 1 If an illness or accident is likely to lead to benefits, appropriate medical treatment should be sought as soon as possible. The insured person is obliged to comply with the instructions of doctors or other care providers.
- 2 Furthermore, the insured is obliged to undergo examination by doctors appointed by Sanitas if requested to do so.

22 Obligation to notify

- 1 For outpatient treatment, detailed original invoices and documents must be sent to Sanitas at least once a year.
- 2 Sanitas must be notified of admission to hospital immediately, but within 5 days at the latest. On the request of the insured, Sanitas can give a commitment to cover costs on admission to hospital.
- 3 For residential spa stays, the prescription for spa therapy, specifying the name of spa resort and start date of treatment, must be sent immediately to Sanitas prior to starting treatment.

23 Establishment of claims

- 1 If the insured claims for benefits, original copies of all medical certificates, reports, documents and invoices from healthcare providers must be sent to Sanitas.
- 2 If other social or private insurers are liable for benefits for illness- or accident-related costs alongside Sanitas (e.g. disability insurance, military insurance, other health and accident insurers), in addition to the above documents Sanitas must also be provided with invoices from the relevant insurance carriers.

24 Data exchange

- 1 Sanitas Privatversicherungen AG has authorised Sanitas Grundversicherungen AG to take any action in its name and for its account.
- 2 Sanitas ensures compliance with the data protection provisions of Swiss law, namely the Swiss Federal Law on Data Protection.
- 3 Sanitas is entitled to obtain additional documentation and information, in particular medical certificates, from healthcare providers. The policyholder/insured person is obliged to provide complete and accurate information on any matters relating to health impairments and earlier illnesses and/or accidents.
- 4 On request, the insured must release healthcare providers that are providing or have provided treatment from their obligation to professional confidentiality in relation to all the information needed by Sanitas or its medical review office to process the application or administer the insurance contract.
- 5 Sanitas has the right to obtain relevant information from and inspect official documents held by third parties.
- 6 Sanitas shall treat any information it receives as confidential.
- 7 If required, data shall be passed on to third parties, namely to co-insurers, reinsurers and other participating insurers. In the event of recourse, information may be sent to liable third parties and their liability insurers.

Restrictions on insurance coverage

25 Exclusion

- 1 Illnesses and accidents in connection with the events listed below are excluded from cover:
 - Acts of war in Switzerland and abroad. If the insured person is taken by surprise by the outbreak of war outside Switzerland, cover will end 14 days from the first outbreak of warlike activities.
 - Foreign military service
 - Participation in riots, demonstrations of any kind, fights and brawls, unless it can be proven that the insured did not actively participate on the side of the perpetrators or incite them to further violence or if the insured was injured by the fighting parties as a bystander or when trying to help a defenceless victim.
 - Risks that the insured person exposes himself to knowing they will provoke others
 - Participation in races involving motor vehicles and boats, rallies and similar competitions involving motor vehicles and on all rides around race tracks and training tracks
 - Intentional criminal acts/offences or attempts at these
 - Accidents occurring before commencement of contract and any consequences thereof
- 2 The following exclusions also apply to medical expenses insurance:
 - Withdrawal programmes following misuse of narcotics and addictive substances (alcohol, drugs, pharmaceuticals)
 - Treatments and measures that are not scientifically proven to be effective, expedient and economical (Art. 32 and 33 KVG/LAMal)
 - Cellular therapies, slimming treatments (including surgery), strengthening therapies
 - Cosmetic treatments (including complications and late sequelae)
 - Cost shares of mandatory basic health insurance

26 Reductions

Insured benefits will be reduced or in particularly serious cases withdrawn

- if the policyholder/insured person does not fulfil his obligations vis-à-vis Sanitas (points 21–23), unless it can be proven that the insured is not to blame;
- in the event of accidents caused recklessness. Recklessness is defined as participation in activities during which the insured knowingly exposes himself to a particularly great risk without taking or being able to take precautions that would reduce the risk to a reasonable level. Rescue operations in aid of persons are insured even if these are deemed as recklessness.

27 Gross negligence

Sanitas waives its right to reduce insurance benefits if the insured event is caused by gross negligence.

28 Multiple insurance

If multiple insurance contracts are in place, with the exception of daily benefits, death or disability insurance, the total benefits will only be paid once. In this case, Sanitas will pay benefits proportionate to the total insured benefits of all parties.

29 Third-party benefits for medical expenses

- 1 Sanitas will pay benefits supplementary to mandatory basic health insurance, mandatory accident insurance (UVG/LAA), federal military insurance (MV/AM), federal disability insurance (IV/AS) and any appropriate insurance carriers abroad.
- 2 If Sanitas pays benefits on behalf of a liable third party or their liability insurer, the insured must assign his claims to Sanitas to the amount of the benefits Sanitas is obliged to pay.
- 3 Benefits assumed by a liable third party or their liability insurer are deducted from the benefits covered by Sanitas.
- 4 Any reductions made to other insurances will not be compensated by Sanitas.

Miscellaneous

30 Leaving framework agreements

- 1 Premium discounts and any special terms agreed as part of a framework agreement end
 - if the insured leaves the group covered by the framework agreement;
 - if the framework agreement ends.

- 2 The insured must inform Sanitas that he is leaving the framework agreement as of the leaving date at the latest. The insured has the right to terminate the insurance within 30 days of receipt of the new policy if he does not agree with the new conditions and premiums. On late receipt of notification, the new premium will remain due up to the end of the month in which notification is received.

31 Jurisdiction

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.