General terms of insurance
Sanitas Corporate Private Care

s-care

Supplementary insurance pursuant to the Swiss Federal Act on Insurance Policies (VVG/IPA)

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Insurance carrier:
Sanitas Privatversicherungen AG based in Zurich

sanitas

1 Basis of contract

1 Sanitas Privatversicherungen AG, Jägergasse 3, 8004 Zurich, is the supplementary insurance provider pursuant to VVG/IPA. The framework agreement between the framework agreement partner and Sanitas Privatversicherungen AG (hereinafter: Sanitas) gives the policyholder and his family members the opportunity to apply for insurance based on the framework agreement and offers a selection of solutions to tailor insurance coverage according to individual needs.

2 Basis of the insurance coverage is the insurance contracts (policy) concluded between Sanitas and the policyholder, including the applicable general terms of insurance, supplementary terms, special terms and, where applicable, the framework agreements/group life insurance contracts concluded between Sanitas and third-party insurers for additional supplementary insurance. The risk carrier can be found on the insurance contracts (policy).

3 If any matter is not explicitly dealt with in these documents, the Swiss Federal Act on Insurance Policies (VVG/IPA) shall apply.

4 Where 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.

2 Object of insurance

1 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 Insurance packages with the following benefit categories are available:

– Corporate Standard
– Corporate Extra
– Corporate Top

The benefit categories comprise two outpatient insurance plans (Corporate Alternative Care and Corporate Preventive Care) and the corresponding supplementary hospital plan.

2 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.

3 Benefits for illness and accident cannot be cumulated.

4 Entitlement to maternity benefits commences 9 months after Sanitas receives the application.

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 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. A hereditary disease (or congenital defect) is a condition suffered by the insured from 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 A framework agreement partner is an organisation that has concluded a framework agreement contract for basic and/or supplementary insurance plans and other services with Sanitas.

5 Policyholders are persons who can apply for insurance coverage based on the framework agreement.

6 Family members are spouses or partners of employees and their children, provided that they live in the same household.

7 Insureds are persons who have an insurance relationship with Sanitas.

8 An emergency is defined as an unforeseen situation in which an imminent threat to physical integrity occurs.

5 Geographic coverage

The insurance plans apply worldwide.

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 that already exist 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 loss cures, dietary consultations, strengthening therapies, cellular therapies
- Dental treatment, except in connection with compulsory benefits under mandatory basic health insurance pursuant to the Swiss Federal Health Insurance Act (KVG/HIA)
- Measures ordered by a judicial or administrative authority, e.g. therapy instead of prison, alcohol test
- Consequences of riots, terrorist acts, crimes or offences of any kind and measures implemented to counteract them by security authorities. This does not apply if the insured can prove that they were the victim of the offence or that they did not actively participate on the side of the perpetrators or incite them to further violence.
- For treatment following the misuse of pharmaceuticals, drugs and alcohol. Abuse of these addictive substances is expressly not considered an illness and therefore does not trigger any obligation to pay benefits for Sanitas.
- Treatment during foreign military service and/or follow-up treatment
- Benefits for which the shared service contracting group of health insurers or the service contracting department of Sanitas have agreed per case flat rates for coverage by mandatory KVG/HIA insurance.
- 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

  Sanitas may temporarily suspend or completely cancel this additional coverage for individual countries, subject to a 14-day notice period.

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 If benefits are claimed, original copies of all invoices and documents must be submitted to Sanitas. Entitlement to claim benefits expires five years after occurrence of the event giving rise to the claim. A statute of limitation of two years applies to claims on the part of Sanitas vis-à-vis 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

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 a certified translation.

2 Foreign currency items are converted at the daily rate on the day the invoice was issued or based on the credit card bill.

13 Violation of obligations and duties

If the insured person violates their obligations towards Sanitas in the event of a claim, benefits may be reduced or refused, unless the insured person proves that they are not responsible for the violation, or that the violation of the obligation or duty had no influence on the occurrence of the alleged incident or on the scope of the benefits owed by Sanitas. The obligations and duties of the insured person are listed under points 9-12.

Commencement and end of insurance coverage

14 Conditions of admission

1 The insurance is open to anyone who is subject to compulsory basic health insurance under the Swiss Federal Health Insurance Act (KVG/HIA) and who is domiciled and resident in Switzerland.

2 By submitting the application, the insured person authorises doctors, previous insurers and other insurance carriers to provide information to Sanitas and its medical officers.

3 Sanitas may order a medical examination, the costs of which must be borne by the applicant. Sanitas may have a say in the choice of doctor.

4 Sanitas can reject an application without explanation, or impose restrictions.

5 If at the time of answering the health questions in the application form, the 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 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. 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 insured person.

6 The maximum age for admission to supplementary health insurance is the end of the year in which the insured turns 60. The maximum age for admission to supplementary accident insurance is the end of the year in which the insured turns 65.

7 Insured persons with a right of transfer are not affected by this regulation. The age limits are included for upgrades in insurance cover (without transfer right).

15 Commencement of insurance and withdrawal

1 Coverage commences on the date specified in the policy or on the declaration of acceptance. The earliest possible start of insurance is the day of joining the company (for family members this provision applies mutatis mutandis).

2 The policyholder may withdraw his application to conclude the contract or the declaration to accept it in writing or in any other form that allows proof by text.

3 The deadline for cancellation commences once the policyholder has applied for or accepted the contract.

4 The deadline for withdrawal is met when the policyholder notifies the insurance company on the last day of the deadline of his withdrawal or hands his declaration of withdrawal to the post office (stamp).

5 The withdrawal has the effect that the application to conclude the contract or the insurance application 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 by the policyholder

1 Changes can be made effective as of the first day of the following month.

2 The policyholder has to submit a new application to upgrade his insurance cover. The age limit for upgrading cover is the end of the year in which the insured turns 60 (for supplementary accident insurance: the end of the year in which the insured turns 65).

3 Reductions in cover can be made in writing (without a new application). The notification must include information on the insurance cover required, the start date of the new cover, the date and the policyholder's signature.

4 The provisions of point 14 of these general terms of insurance apply.

18 Amendments to the contract initiated by Sanitas

1 If the premiums, surcharges and/or 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 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 Thereupon the policyholder is entitled to terminate the contract with effect from the moment the new conditions enter into force. To be valid, the termination must be made in writing or in another form that enables proof by text by no later than the day before the contract amendment comes into effect. Failure to terminate the contract will be deemed as the policyholder's consent to the amendments to the contract.

4 Sanitas can unilaterally and unconditionally reduce or cancel premium discounts and other benefits at any time no later than the due date of the next annual premium. The reduction or cancellation of premium discounts or other benefits does not give the policyholder the right to terminate the contract.

19 Termination of employment contract

On termination of the employment relationship with the framework agreement partner, the existing insurance of the former employee and family members is continued within the framework of an insurance solution for former group insured persons (p-care).

20 Retirement

1 Upon retirement of the policyholder, the existing insurance will either be continued or transferred to the p-care insurance solution if he is no longer able to apply for insurance coverage under the framework agreement. Point 23 of these terms of insurance shall remain reserved.

2 Accident coverage can be included in medical expenses plans without the need for a risk assessment within three months from the date of retirement.

3 This is subject to the condition that the insured was previously insured for accident under a group plan and they were obliged to leave the group plan on retirement.

4 No benefits are paid for accidents that occur before accident coverage is included.

21 Death

The family members of the deceased policyholder insured under the s-care insurance solution will be transferred to the insurance solution for former s-care insureds (p-care) on the death of the policyholder.

22 Termination of the framework agreement

On termination of the framework agreement with the framework agreement partner, the affected s-care insureds are transferred to the insurance solution for former s-care insureds (p-care).

23 Transfer to the insurance solution for former s-care insureds (p-care)

1 Insureds who leave this insurance plan are transferred to the insurance solution for former s-care insureds (p-care).

2 On transfer, the terms of insurance for p-care apply. No health check is required. Premiums are adjusted as necessary.

3 A transfer gives insured persons the right to terminate their contract within 30 days of receipt of the new policy.

4 Benefits drawn from the plan will be offset against the benefit entitlements of p-care. Existing restrictions will be continued in the p-care insurance.

24 Termination of insurance

1 The insurance contract, consisting of the insurance package with the selected benefit category, can be terminated at the end of a calendar year subject to 1 month's notice. Sanitas must receive notice of termination by 30 November at the latest The insurance package can only be terminated as a whole.

2 After each claim for which Sanitas is liable to pay benefits, the policyholder may terminate the insurance in question within 14 days of payment of the claim or knowledge of the claim payment. The insurance ends 14 days after receipt of this notification by Sanitas.

3 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 any circumstance which makes it unreasonable in good faith for the person giving notice to continue the contract.

25 Suspension

The insurance plans can be suspended on request (max. 6 years) against a reduction in premium. If an insurance claim occurs during the suspension, no benefits will be paid. The request for suspension can be rejected without explanation.

26 Expiry of the insurance contract and end of insurance cover

1 The insurance cover expires

- upon the death of the insured person
- upon reaching the agreed age up to which Sanitas provides insurance cover
- on termination by the policyholder
- if the insured person moves their civil law domicile abroad or relocates their usual place of residence abroad for more than 3 months. For stays abroad of more than 3 months up to a maximum of 12 months, a written application must be submitted to Sanitas to take out supplementary health insurance abroad. Sanitas will check the application and has the right to reject it. Sanitas reserves the right to apply special terms and to suspend the insurance.

2 The insured is only entitled to benefits for the duration of the insurance contract. There is no entitlement to benefits for costs incurred after the insurance contract has lapsed. The date of treatment or date of utilisation of the insured service applies. This is subject to periodic benefit obligations as set out in Art. 35c VVG/IPA.

Premiums

27 Change of age group and place of residence

1 Premiums are based on a basic tariff and surcharges depending on the insured's place of residence, age and sex. Age-related premium adjustments always take effect as of 1 January the year after the insured turns 18, 25 and 40, and every 5 years thereafter. The final age-related premium adjustment takes place on 1 January the year after the insured turns 80. The change in age group usually results in a premium increase.

2 A change in place of residence may involve a premium adjustment. This change in premium does not give the insured the right to terminate the insurance cover.

28 Payment of premiums and due dates

1 The framework agreement regulates the details of the premium payment. If the premium is billed directly to the policyholder, Sanitas may charge a fee for administrative expenses.

2 If the premiums are billed to the policyholder, they are due on the 1st of each month. Payments may be made on an annual, semiannual, quarterly, bimonthly or monthly basis, with the insurance year beginning on 1 January.

3 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.

4 The insured may not offset premiums due against benefits due.

29 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 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 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.

3 If Sanitas initials 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.

Miscellaneous

30 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.

31 Payment of benefits

1 Outpatient treatment

The personal insurance card is valid for purchasing medical services and medically prescribed drugs.

2 Payment of invoices

The party liable to pay the invoice is the invoice recipient. For reimbursement of the insured costs, the original invoices must be submitted to Sanitas.

3 Reimbursement of paid invoices

Invoices must be submitted to Sanitas with reference to the framework agreement and Sanitas personal customer number. 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.

32 Notification of changes to name and address / moving abroad

1 The insured person must inform Sanitas of any change to their name or address within 30 days of the change taking effect in writing or in another form that enables 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.

A Swiss contact and correspondence address must always be provided.

2 The insured person must notify Sanitas in writing of a move abroad or a stay abroad of longer than 3 months within 30 days before leaving the country.

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