

# Household Expenses Insurance

## General Insurance Conditions (AVB) Version 01.1997

The insured persons and benefits are indicated in the policy, as are the date when insurance cover begins, the contract term and any special agreements.

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**Art. 1 Illness, accident, maternity**

- 1.1 Illness is defined as any impairment of physical or mental health not resulting from an accident and which requires medical examination or treatment, or which leads to work incapacity.
- 1.2 An accident is defined as any sudden, unintentional, harmful effect of an unusual external factor on the human body. Whether or not each benefit is insured in case of accident is indicated in the policy. References to illness in the General Insurance Conditions also apply to accidents by analogy.
- 1.3 The rules governing benefits for maternity are set out in Article 9.5.

**Art. 2 Contract term and termination of insurance cover**

- 2.1 The contract term is indicated in the policy. The insurance is then renewed tacitly for a further year at a time.
- 2.2 When the contract ends, the Household Expenses Insurance can be terminated in writing by the insured person, even if a longer contract term has been agreed, with effect from the end of the third or each successive insurance year, subject to a three-month period of notice. Claims for benefits being processed at the time of termination will still be due for payment. CSS has no right to terminate the contract when it expires. Both the insured person and CSS may terminate the contract where good cause exists within the meaning of Art. 35b VVG.
- 2.3 When a claim occurs for which CSS is liable, the insured person may terminate the contract in writing no later than 14 days after receiving notice of the last payment. Once the insured person has given notice of termination, insurance cover lapses within 14 days of receipt of such notice by CSS. CSS remains entitled to the premium for the current calendar year if the insured person terminates the contract in the year following that in which the contract was concluded. CSS has no right of termination if a claim for benefits is made.
- 2.4 In the case of changes in premiums and in the General Insurance Conditions, Article 6 applies.
- 2.5 The insurance expires:
- if the legal place of residence is moved abroad;
  - during temporary stays abroad of more than one year, with effect from the end of the insurance year.

**Art. 3 Premium refund**

If the contract is terminated before the expiry date, CSS refunds a proportion of the premium paid other than when:

- the insured person terminates the contract in the first insurance year following a claim for benefits;
- the insured person has breached contractual obligations with the intention of deceiving the insurer.

**Art. 4 Substitute policy**

If a contract is issued to replace an earlier CSS Versicherung AG contract, limited benefits drawn previously under the original policy will be taken into account in calculating future benefits.

**Art. 5 Arrears in payment by the insured person**

Interest on arrears applies 30 days after the due date for payment of invoices for premiums, co-payments and other payments.

**Art. 6 Change in premium rates and in the General Insurance Conditions (AVB)**

- 6.1 CSS can adjust the contract if the premium rates change.
- 6.2 CSS informs the insured person of any changes no later than 25 days before the end of the insurance year. If the insured person does not consent to the changes, the contract may be terminated. Notice to terminate the insurance is valid if it is received by CSS at the latest on the last day of the insurance year.

**Art. 7 Change of tariff age group**

- 7.1 CSS can adjust premiums when the following tariff age groups begin:

16–25 years old	46–50 years old
26–30 years old	51–55 years old
31–35 years old	56–60 years old
36–40 years old	61–65 years old
41–45 years old	

- 7.2 If the premium is adjusted because the insured person is assigned to a higher tariff age group, the insured person is entitled to terminate the insurance.

**Art. 8 Change of residence**

CSS must be informed immediately of any change of residence. If this change leads to a change in premium, CSS will adjust the subsequent premiums accordingly. An adjustment of this kind does not constitute grounds for termination.

**Art. 9 Scope of benefits**

- 9.1 CSS pays the additional household and family costs incurred by the person who runs his own household as the result of insured work incapacity.
- 9.2 The insured maximum daily amount and waiting period are shown in the policy. The waiting period applies to a continuous period of work incapacity.
- 9.3 The total benefit period is 365 days within five years. Days for which the insured person receives indemnities calculated on the basis of partial work incapacity count as full days. Waiting periods are offset against the benefit period.
- 9.4 In the event of medically certified partial work incapacity of at least 50%, a pro rata daily maximum amount is available for the additional costs, in accordance with the degree of work incapacity.
- 9.5 During the period from eight weeks before the birth to eight weeks after the birth, 30 daily household indemnities are available for the additional costs, provided the pregnancy starts after the beginning of insurance of these benefits. The waiting period is not offset against the 30 days. The daily amounts paid are not offset against the full benefit period of the Household Expenses Insurance.

**Art. 10 Expiry of the insurance**

The Household Expenses Insurance expires on completion of the full benefit period, but at the latest on reaching AHV retirement age.

**Art. 11 Claim for benefits, notification, claiming entitlements**

- 11.1 If the contract ends, entitlement to benefits expires. Pending claims will still be due for payment.
- 11.2 Entitlements must be claimed immediately.
- 11.3 To claim entitlements, the original invoices and medical certificates indicating the specific services provided and their justifications must be submitted to CSS.
- 11.4 Where written form is required in the AVB, any text form capable of producing a written record will suffice. If no formal requirement is specified in respect of a notification, it may be made orally.
- All notices and requests should be addressed to CSS. All notices from CSS shall be deemed to have been duly given if sent to the most recent address (postal address, email address) of the insured person or rightful claimant as notified to the insurer.

**Art. 12 Exclusions, benefit restrictions****The insurance does not cover**

- 12.1 statutory benefits, in particular those in accordance with the KVG and UVG;
- 12.2 benefits for maternity and related illnesses, provided the pregnancy starts before the insurance commences;
- 12.3 illnesses and accidents resulting from violations of neutrality, warlike events and the use of nuclear energy for military purposes in times of peace and in times of war;
- 12.4 accidents resulting from earthquakes or premeditated crimes and offences committed by the insured person;
- 12.5 illnesses and accidents resulting from exceptional hazards and hazardous activities;
- 12.6 co-payments, patient's share of costs and expenses;
- 12.7 the period preceding late notification of the claim for no valid reason;
- 12.8 cases where the insured person ignores the instructions of doctors and other service providers.

**Benefit restrictions:**

- 12.9 In the event of work incapacity abroad, CSS only pays these benefits during any period of hospitalisation.
- 12.10 Benefits in accordance with Art. 9.5 cannot be aggregated with other illness-related benefits under this insurance.

**Art. 13 Benefit reductions**

CS waives its right to reduce the insurance benefits if an event is caused by gross negligence. However, no payment will be made to substitute benefit reductions from other insurance plans.

**Art. 14 Coordination of benefits with social insurers and other insurers**

- 14.1 In the case of claims for which a UVG insurer, the Federal military insurance (MV) or Federal disability insurance (IV) is liable to pay benefits, within the scope of the insured benefits CSS pays only that part of the benefits not covered by these insurers.
- 14.2 In the case of multiple insurance, CSS will prorate its benefits in accordance with the statutory provisions.

**Art. 15 Place of jurisdiction**

If legal disputes arise, the insured person can take action against CSS at the court with jurisdiction at his place of residence in Switzerland or in Lucerne.

**Art. 16 Applicable law**

Unless these AVB or any special agreements provide otherwise, the insurance contract is based on the provisions of the Federal Insurance Contract Act (VVG). The amendments of the revised Insurance Contract Act of 19 June 2020 also apply to contracts entered into before 1 January 2022. An exception is made for the insured person's debts. These continue to become statute-barred after two years.

Translation: Only the original German text approved by the Swiss Supervisory Authority is binding.