

# Spa and Nursing Care Insurance

## General Insurance Conditions (AVB) Version 01.1997

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

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**Art. 1 Contractual basis, formal requirements, notices**

All benefits in accordance with these General Insurance Conditions (AVB) are insured supplementary to those of mandatory healthcare insurance (KVG).

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.

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. 2 Illness, accident, maternity**

2.1 Illness is defined as any impairment of physical or mental health not resulting from an accident that requires a medical examination or treatment or that leads to incapacity for work.

2.2 An accident is defined as the sudden unintentional harmful effect of an unusual external factor on the human body.

The policy shows whether or not each benefit is insured in case of accident.

Any references to illness in the General Insurance Conditions refer to accident as well.

2.3 We pay the same benefits for maternity (pregnancy, birth, confinement) as for illness.

**Art. 3 Contract term and termination of insurance cover**

3.1 The contract term is indicated in the policy. The insurance renews automatically for one year at a time.

3.2 You may terminate the insurance in question, 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 notice period of three months. CSS has no right of termination in this case.

Both you and CSS may terminate the contract where good cause exists within the meaning of Art. 35b VVG. Benefit cases pending at the time of notice remain in effect.

3.3 When a benefit case occurs for which we are liable, you may terminate the contract in writing no later than 14 days after receiving notice of the last payment. Once you have 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 you terminate the contract in the year following that in which the contract was concluded. CSS has no right of termination if you make a claim for benefits.

3.4 Article 7 applies to changes in premiums and the General Insurance Conditions.

3.5 The insurance expires in the following cases:

- a) The legal place of residence is moved abroad;
- b) Temporary stays abroad of more than one year at the end of the insurance year.

**Art. 4 Reimbursement of premiums**

4.1 If the insurances are set aside before the agreed term expires for legal or contractual reasons, then CSS refunds the portion of the premium paid in advance for the unused part of the calendar year or, as the case may be, does not demand payment of instalments due at a later date.

4.2 This rule does not apply if the insured person terminates the insurance contract within the meaning of Art. 42 para. 3 VVG during the year following that in which the contract was concluded.

**Art. 5 Substitute policy**

If the contract is issued to replace a previous contract with CSS, any restricted benefits under the previous policy will be offset against future benefits.

**Art. 6 Arrears in payment by the policyholder**

Interest on arrears applies 30 days after invoices for premiums, co-payments and other payments are due.

**Art. 7 Change of premium rates and the General Insurance Conditions (AVB) for specific benefits**

7.1 We can adjust the contract if the premium rates change.

7.2 We are entitled to adapt the General Insurance Conditions for specific benefits in cases where the number and types of new services providers increases because developments in modern medicine or if new or more expensive forms of therapy are introduced.

7.3 We will inform you of any changes no later than 25 days before the end of the insurance year.

You can terminate the contract if you do not agree to the changes.

Your notice of termination is valid if we receive it no later than on the last day of the insurance year.

**Art. 8 Discounts and bonuses**

8.1 CSS may grant discounts and bonuses. The loss of discounts owing to non-fulfilment of the conditions of eligibility does not entitle the policyholder to terminate the insurance that has been taken out. The same applies if contractually agreed criteria mean that no bonus is paid out. The reduction of discounts or bonuses by CSS as the result of a rate adjustment and/or the amendment by CSS of the conditions of eligibility for a discount or bonus gives rise to a right to terminate the insurance.

8.2 CSS grants children and young people a family discount up to the end of the calendar year in which the insured person reaches the age of 18.

CSS sets out the details of this family discount in an Appendix to the AVB. CSS may amend this Appendix to the AVB unilaterally. Any amendments will take effect at the beginning of the calendar year in each case.

The level of the discount depends on the insurance cover of the person of discount (the parent or guardian) and that of the child or young person. It is stated on the policy.

Children and young people are eligible for a discount up to the age of 18 providing all of the following conditions are met:

- a) The child is covered by basic insurance with CSS Kranken-Versicherung AG.
- b) An adult parent or guardian (the person of discount) lives in the same household.
- c) The person of discount is covered by basic insurance with CSS Kranken-Versicherung AG.

8.3 The amount of the discount is calculated on the basis of the net premium, and stated for each product on the policy or premium summary.

Sample calculation: Spa and Nursing Care Insurance with a number of discounts:

Gross premium	CHF	6.10
– discount I (notional) 10%	CHF	0.60
Net premium I	CHF	5.50
– discount II (notional) 50%	CHF	2.75

**Net premium II  
(actual premium due) CHF 2.75**

- 8.4 CSS will announce changes to discounts and bonuses, and to the conditions of eligibility for a discount or bonus, no later than 30 days prior to the end of the calendar year. If the insured person does not agree to these changes, he can terminate the insurance concerned with effect from the end of the current calendar year by giving notice in writing. Such notice is deemed to be on time if it is received by CSS no later than the last working day of the current calendar year, during normal office hours.

#### **Art. 9 Change of residence**

We must be informed immediately of any change of residence.

#### **Art. 10 Children**

- 10.1 We insure newborns without any proviso from the day of birth, provided we receive the application no later than 30 days after the birth.
- 10.2 We can restrict the children's insured benefits to those of the parents.

#### **Art. 11 Scope of benefits**

We pay benefits for medically prescribed spa and recovery cures and for home care and home help, up to the daily contributions and the total amount indicated in the policy. In the case of spa and recovery cures, these amounts cover all the costs, including those for medical treatment, medical staff and medicines.

#### **Art. 12 Prerequisites for benefits**

We will pay for

- spa treatment if the insured person has had substantial prior treatment for illness of the postural and musculo-skeletal systems, is treated in a spa located and managed by physicians in Switzerland for at least two weeks, and undergoes balneotherapy and physical measures under the supervision of a physician at the spa.
- recovery cures after hospitalisation in a rehabilitation centre we recognise;
- home care when it is necessary to have a paid caregiver; The caregiver can also be someone who shares the insured person's household and can document a subsequent loss of earnings from providing the care.
- home help if the insured person is completely incapacitated, there is a proven need for such help for him and his family and the household, and the help is provided by someone other than the insured person's close relatives.

#### **Art. 13 Benefit case, notification, filing a claim**

- 13.1 Benefit case:  
A benefit case refers to an invoice by a service provider for the contractual services it renders over three months at the most. If the contract ends, entitlement to benefits ends no later than after three months.

- 13.2 Notification:  
The attending physician must provide us with a medical certificate and detailed explanations of the reasons in good time before the treatment starts.

- 13.3 Filing a claim:  
In order to file a claim, it is necessary to submit the original invoices and medical certificates that show what services were rendered and how they were justified.

#### **Art. 14 Exclusions, benefit restrictions**

##### **The insurance does not cover**

- statutory benefits, in particular those in accordance with the KVG and VVG;
- services that are not officially recognised or medically prescribed or that are unsuitable and uneconomical, unless the AVB expressly stipulate otherwise;
- benefits for maternity and related illnesses, provided the pregnancy starts before the insurance commences;
- cures for addictions;
- cosmetic treatment;
- cellular therapy;
- 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;
- accidents resulting from earthquakes or premeditated crimes and offences by the insured person;
- illnesses and accidents resulting from exceptional hazards and acts of daring;
- co-payment, patients' shares of expenses;
- benefits for the time before the claim was notified if the delay cannot be justified;
- cases where the insured person ignores the instructions of doctors and other service providers.

##### **Lists:**

- 14.13 You can request the lists referred to in the AVB with details on benefits and authorised providers at any time.

#### **Art. 15 Benefit reductions**

- 15.1 The maximum amount insured is reduced proportionately if cover lasts for less than one calendar year.
- 15.2 We waive our right to reduce benefits if an event is caused by gross negligence.  
Benefit reductions from other insurance plans are not replaced.

#### **Art. 16 Contracts with service providers**

We reserve the right to agree rates and other services for the benefit of insured persons.

#### **Art. 17 Coordination of benefits with social insurers and other insurers**

- 17.1 In benefit cases for which an accident insurer (UVG), a health insurer (KVG), a military insurer (MV), or a disability insurer (IV) is liable for benefits, we pay only those benefits not covered by these insurers and within the scope of the insured benefits that are owed.
- 17.2 In the case of multiple insurance, we will prorate our benefits in accordance with statutory provisions.

#### **Art. 18 Combination characteristics**

Spa and Nursing Care Insurance is valid only in combination with CSS Standard Insurance, CSS Standard Plus Insurance, Semi-private Hospitalisation Insurance, Private Hospitalisation Insurance, Hospital20, Hospital30 or alternative insurance.

The insurance can be cancelled alone, and it ends if the other benefits with which it is combined are cancelled.

**Art. 19 Applicable law, data protection and place of jurisdiction**

- 19.1 This insurance is governed by Swiss law.
- 19.2 Data protection is based on the Federal Insurance Contract Act (VVG) and the Federal Data Protection Act (DSG). The processing of data by CSS is explained in the privacy policy. This describes how CSS processes personal data. The privacy policy has a strictly declaratory effect and does not form part of the contract. It can be accessed at [css.ch/data-privacy](http://css.ch/data-privacy) or ordered from CSS Insurance, Data Protection Advisor, Tribtschenstrasse 21, P.O. Box 2568, 6002 Lucerne.
- 19.3 If legal disputes arise, you can take action against us at your Swiss domicile or in Lucerne.

**Appendix**

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**Art. 20 Family discount**

As a family insurer, CSS Versicherung AG grants attractive family discounts for children and young people on premiums for supplementary insurance under the VVG.

**20.1 Eligibility for premium discounts on supplementary insurance**

The cumulative conditions of eligibility for the family discount are set out in paragraph 8.2 of the General Insurance Conditions (AVB).

**20.2 Discount and maximum age**

Discount: 50%  
Maximum age: up to age 18

The amount of the discount is calculated on the basis of the net premium, and stated for each product on the policy or premium summary for the child or young person.

Sample calculation: Spa and Nursing Care Insurance with a number of discounts<sup>1</sup>:

Gross premium	CHF 6.10
– discount I (notional) 10%	CHF 0.60
Net premium I	CHF 5.50
– family discount 50%	CHF 2.75
<b>Net premium II (actual premium due)</b>	<b>CHF 2.75</b>

<sup>1</sup> The insured person is 5 years old. The premium stated here is purely for illustration purposes and does not correspond to the actual premium.

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