

Edition 1 January 2022

General Insurance Conditions (AVB) for Supplementary Health Insurance

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

General provisions

1 Introduction

These General Insurance Conditions (AVB) form the basis for all supplementary health insurance plans, whose content is regulated in the Additional Insurance Conditions (ZVB).

2 Insurance company

Helsana Supplementary Insurances Ltd (hereinafter referred to as Helsana) provides the insurance benefits in its capacity as party to the insurance contract in relation to the insured persons.

3 Insured person

The insurance covers the person listed in the policy (policyholder).

4 Basis of contract

Unless the conditions of the contract contain a provision to the contrary, the insurance contract is subject to the regulations of the Federal Insurance Contract Act (VVG) valid from 1 January 2022. For contracts that start before 1 January 2022, the statute of limitations for claims by Helsana against insured persons remains two years.

Scope of insurance

5 Subject of insurance

- 5.1 Cover is provided by the supplementary insurance to the compulsory health insurance within the framework of the conditions set out below as well as in accordance with the Additional Insurance Conditions (ZVB) for the financial consequences of illness, maternity and accident.
- 5.2 In the insurance policy, it is stated which insurance plans have been taken out with Helsana and if Special Insurance Conditions (BVB) apply.

6 Geographical scope of cover

Unless specified otherwise, the insurance cover applies worldwide.

Definitions

7 Definitions of illness, accident and maternity

- 7.1 Illness is any impairment to physical, mental or psychological health which is not due to an accident and which requires medical examination or treatment or results in incapacity for work.
- 7.2 Pregnancy and delivery are equivalent to illnesses, providing the mother has been insured for illness with Helsana for at least 365 days as at the date of delivery and insurance coverage for maternity benefit has not been excluded.
- 7.3 Accident is any sudden, unintentionally harmful influence of an exceptional external force on the human body, resulting in the impairment of physical, mental or psychological health.
- 7.4 Physical injuries considered as accidents according to the Federal Accident Insurance Act (UVG) are equated with accidents.

8 Recognised service providers

- 8.1 Recognised service providers are deemed to be those persons and institutions that are recognised as such by compulsory health insurance.
- 8.2 Deviations from Section 8.1 are regulated in the Additional Insurance Conditions (ZVB).

Start and end of insurance

9 Start and duration of insurance

- 9.1 If the application is accepted, insurance coverage commences on the date stated in the policy.
- 9.2 The minimum period of insurance is 1 year. The insurance period runs from 1 January to 31 December. For insurance contracts concluded during the calendar year, the premium for the remaining duration of the insurance year will be charged. The contract is tacitly extended by one further year on the expiry date and after each following insurance year.
- 9.3 The insurance expires
 - a) on the death of the insured person;
 - b) on attainment of the agreed age up to which Helsana guarantees insurance cover;
 - c) on cancellation by the policyholder following expiry of the contractual notice period;
 - d) in the event of the insured person relocating their place of residence or habitual residence abroad, unless the insured person remains subject to compulsory health insurance or continues basic insurance coverage in terms of Art. 7a of the Ordinance on Health Insurance (KVV).

10 Cancellation by the policyholder and waiver of cancellation

- 10.1 The insurance can be terminated by the policyholder after the insurance has been in force continually for one year, giving a three-month notice period to the end of a calendar year.
- 10.2 The notice of cancellation is deemed to have been issued within the stipulated period if it has been received by Helsana, in writing and signed (by hand or scanned in an electronic document), no later than on the last working day prior to the commencement of the three-month notice period.
- 10.3 After each claim for which Helsana must render a payment, the policyholder may cancel the relevant insurance policy within 14 days following payment of the claim amount or from the corresponding date of notification. The insurance coverage expires 14 days after the receipt of this notification by Helsana.
- 10.4 Helsana has no right of termination on expiry of the contract or in the event of a claim. The right of termination for good cause remains reserved for both parties.

11 Amendment of the General Insurance Conditions (AVB) and Additional Insurance Conditions (ZVB)

- 11.1 The insurer is entitled to amend the General and Additional Insurance Conditions (AVB and ZVB) on one of the grounds listed below:
 - a) increase in the number or establishment of new types of service providers;
 - b) developments in modern medicine;
 - c) establishment of new or more cost-intensive forms of treatment such as operating techniques, drugs and the like;
 - d) changes in benefits in the compulsory health care insurance.
- 11.2 If the AVB or ZVB are amended under the conditions of Section 11.1 during the course of the insurance, the new conditions shall apply for the policyholders and Helsana. Helsana shall notify the policyholders of these amendments in writing. Policyholders who are not in agreement with the amendments may cancel the corresponding insurance from the date the amendments come into effect. If Helsana receives no notice of cancellation within 30 days following receipt of the notification, this shall be deemed as acceptance of the new rules governing the insurance policies.

Premiums and co-payments

12 Setting the premiums

The premiums are set according to the following criteria:

- 12.1 The age of the insured person. The tariffs are divided into 5-year groups (0-5 years, 6-10 years, etc.). The insured person is allocated to the corresponding tariff level upon reaching a higher age group.
- 12.2 The premiums for insured persons aged over 65 are a maximum of three times the premiums for 30-year-olds and for those insured persons aged over 70 a maximum of four times the premiums for 30-year-olds.
- 12.3 The place of residence of the insured person. If a change in place of residence results in a change to a different premium region, the premium will be adjusted.
- 12.4 The gender (male/female) of the insured person. If the gender is changed in the civil register, the premium will be adjusted.

13 Premium payment

- 13.1 As a rule, the premiums are charged on a monthly basis, payable in advance and due on the 1st day of every month. If other payment periods were agreed, the premiums are due on the 1st day of the relevant period.
- 13.2 If policyholders fail to meet their payment obligation, they will be requested in writing to effect payment within 14 days after the reminder is sent, with reference made to the consequences of failing to effect payment. If the reminder is unsuccessful in producing payment, the duty to provide benefits ceases on expiry of the reminder period.
- 13.3 No claims for benefits may be made for illnesses, accidents and the consequences thereof which occur whilst the duty to provide benefits is suspended, even in the event of premiums being subsequently paid.
- 13.4 Any fees resulting from the failure to pay premiums, such as reminder charges and collection charges, shall be borne by the respective policyholder. A fee is also charged for instalment agreements in case of overdue payments.

14 Payment of deductibles, excesses and claims for repayment of benefits

- 14.1 Where payments are made directly to service providers by Helsana, policyholders are obligated to refund the agreed deductibles and/or excesses to Helsana within 30 days of the invoice date.
- 14.2 Any benefits wrongly received must be repaid to Helsana within 30 days of the invoice date.

- 14.3 If policyholders fail to meet their payment obligation, Sections 13.2, 13.3 and 13.4 AVB shall apply accordingly.

15 Payouts and premium reimbursements

- 15.1 Helsana makes payments in a legally valid form to the most recent address or payment address specified by the insured person.
- 15.2 If the premium has been paid in advance for a set period of insurance and the contract is cancelled for legal or contractual reasons before the end of this period, Helsana shall pay back the premium for the unused period of cover.
- 15.3 There shall be no entitlement to reimbursement if the contract has been in effect for less than one year and the contract was terminated by the policyholder.

16 Change of the premiums, deductibles and excesses

Helsana may amend on an annual basis premium rates, premium discounts, deductibles or excesses as a result the development of costs or the claims experience, as well as on account of adaptation to the scope of cover. Helsana shall notify policyholders of these amendments in writing. Policyholders who are not in agreement with the new arrangement may cancel the corresponding insurance policies with effect from the date of the change. If Helsana receives no notice of cancellation within 30 days following receipt of the notification of change, the change shall be deemed to have been accepted.

There shall be no cancellation right if temporary premium discounts no longer apply.

Obligations of the insured person

17 Disclosure and cooperation obligations

- 17.1 The applicant must provide truthful and complete information relevant to the risk assessment on the application form, insofar as they are aware of or should be aware of such information when answering the questions. If such information is concealed or misrepresented, Helsana is entitled to cancel the contract for the corresponding products in writing within four weeks after it has learned of the breach of the obligation of disclosure. The cancellation is deemed to take effect once it has been received by the policyholder.
- 17.2 If the insurance policy is cancelled, Helsana's duty to provide benefits also lapses for losses that have already occurred if their occurrence or scope was influenced by the misrepresentation or concealment of significant information relevant to a risk. If the benefits have already been paid, Helsana is entitled to a reimbursement.

17.3 The insured persons must release the healthcare professionals treating them, or who have treated them, from doctor-patient confidentiality in respect of Helsana, and authorise them to provide all information necessary by Helsana.

17.4 If the insured person changes their place of residence or gender, Helsana must be notified without delay.

18 Obligations in the event of a claim

18.1 The insured person must do everything to promote recovery and refrain from anything that delays it. In particular, they must follow the medical instructions of the service providers.

18.2 If claims are being made for insurance benefits, all invoices from service providers must be sent to Helsana. Only original invoices shall be acknowledged. These may also be submitted in electronic form, for example, as a scanned PDF document or via the myHelsana client portal. In addition, Helsana may request medical certificates, reports, documents, etc. from the insured person.

19 Breach of obligations or duties

19.1 If obligations in the event of a claim are breached, Helsana can reduce the benefits accordingly and decrease them to the amount Helsana would have been required to pay had there been no breach of obligations.

19.2 These legal disadvantages do not apply if the breach of the obligations or duties is to be considered as of a no-fault nature on the basis of the circumstances or the insured person can prove that the breach had no influence on the occurrence of the feared event and the scope of the benefits owed by Helsana.

20 Fee debt vis-à-vis service providers

Policyholders are generally responsible for paying the fee to the service providers. The foregoing is without prejudice to agreements between Helsana and the service providers regarding a direct payment.

Insurance cover restrictions

21 Exclusion of benefits

21.1 There is no insurance coverage for

- illnesses, accidents and the consequences thereof which existed prior to the insurance being taken out;
- illnesses, accidents and the consequences thereof upon expiry of the insurance, even if benefits were rendered during the term of the insurance;
- the costs of ineffective, inappropriate or uneconomic treatment. Medical measures which are not restricted to the interests of the insured person and to the extent required for the purpose

of treatment are deemed uneconomic. The effectiveness of treatment must be proven on the basis of scientific methods;

- cosmetic treatments and operations;
- dental treatments, unless cover is expressly provided for in individual insurance policies;
- illnesses and accidents as a result of special risks such as:
 - participation in disturbances;
 - foreign military service;
 - participation in armed conflicts, acts of terrorism, deliberate criminal actions or attempts to carry out criminal actions;
 - participation in brawls and fights, unless insured persons were injured by those fighting as innocent bystanders or in an attempt to help a defenceless person;
 - dangers into which insured persons put themselves by provoking others;
- illnesses and accidents as a result of risks. Risks are deemed to be actions which expose insured persons to great danger, without taking or being able to take the necessary precautions which would limit the risk to a reasonable degree. Rescue operations for the benefit of others are, however, insured, even if they may be regarded as risks;
- illnesses and accidents as a result of war-like events:
 - in Switzerland;
 - abroad, unless the insured persons fall ill or suffer an accident within 14 days of such events breaking out in the country in which they are staying and the outbreak of such war-like events in that country took them by surprise;
- damage to health as a result of ionising radiation and damage caused by nuclear energy;
- illnesses and accidents due to the abuse of alcohol, medication, drugs and chemicals;
- organ transplants for which the Swiss association for joint tasks of health insurers, Solothurn (SVK), has agreed case-based flat fees. This also applies to clinics without any agreed case-based flat fees;
- statutory and agreed contributions towards costs on the part of the compulsory health insurance;
- self-mutilation, suicide or attempted suicide.

21.2 The right is reserved to make further benefit exclusions in accordance with the conditions of the individual insurance policies.

22 Subsidiarity and benefits provided by third parties

22.1 All benefits will be rendered in addition to the benefits from social insurance providers. In the event of the duty to provide benefits on the part of multiple private insurers, the legal provisions on multiple insurance pursuant to the Federal Insurance Contract Act (VVG) shall apply.

22.2 If liable third parties have a duty to provide benefits for the consequences of illness or accident, Helsana only guarantees to provide its benefits subject to Section 23 AVB if policyholders gain no profit.

23 Recourse

- 23.1 Helsana will render benefits on the condition that the insured person assigns their claims against liable third parties to it up to the amount of the benefits rendered by Helsana. The insured person undertakes to cooperate and not to act in any way which would jeopardise the assertion of any right of recourse from third parties.
- 23.2 If the insured persons make any agreement with liable third parties, in which they partly or wholly waive their claims to insurance benefits or compensation, without Helsana's consent, their entitlement to benefits from Helsana becomes null and void.

24 Offsetting

- 24.1 Helsana can offset any due payments with claims against the policyholders.
- 24.2 Policyholders have no offset rights against Helsana.

25 Pledging and assignment of benefits

Claims can neither be pledged nor assigned to legal effect without Helsana's consent.

26 Service provider tariffs

Helsana recognises the applicable tariffs set out in the Swiss social insurance schemes. Conditions to the contrary in the Additional Insurance Conditions (ZVB) shall remain unaffected.

27 Fee arrangements

Fee arrangements between invoicing parties and insured persons are not binding for Helsana. An entitlement to benefits exists only within the framework of the tariffs recognised by Helsana for the corresponding service provider.

Miscellaneous

28 Notices

- 28.1 Policyholders receive notices from Helsana at their most recently reported postal address, e-mail address, the myHelsana client portal (in which case an e-mail notification is sent), or they are published on Helsana's website and enclosed with the annual policy attachment.
- 28.2 Provided there is nothing in the AVB or ZVB to the contrary, written notices from both policyholders to Helsana (e.g. to the customer service postal or e-mail address indicated on the policy) and from Helsana to policyholders may be transmitted in physical or electronic form.

29 Individual health advisory service

Helsana can provide more personalised and holistic advice and support to the insured person with the help of data already contained in their insurance files at the various Helsana companies (where necessary, subject to consent in each individual case). The data may include information on medication, treatments and diagnoses as well as information on the insured person like their age and gender. In particular, Helsana can give the insured person tips and ideas on prevention and health related measures supported by Helsana or can answer any health questions they might have. Helsana can also warn the insured person if for example it notices any incompatibilities. Helsana can also help the insured person to select service providers and make specific offers on products and services which the insured person might consider advantageous.

For the "individual health consultation" service provided by Helsana Supplementary Insurances Ltd, the relevant data protection and terms of use apply. These can be found at www.helsana.ch/healthconsultation. The consent for the individual health consultation service granted when the contract is concluded can be withdrawn at any time.

30 Data protection

- 30.1 The Privacy Policy of Helsana Supplementary Insurances Ltd is available at www.helsana.ch/data-protection or can be requested from Client Services.
- 30.2 Subject to the provisions of the Swiss Data Protection Act (DSG), Helsana may disclose client data to third parties in Switzerland and abroad as well as to other Helsana companies and other insurance companies for the review and processing of any entitlement to benefits, provided that doing so is necessary for these purposes. In order to coordinate benefits when there are claims in Switzerland and abroad and to review invoices from foreign service providers, Helsana shall disclose the necessary client data to third-party contractors.
- In order to assert claims for the right of recourse resulting from reviews of claims, Helsana shall disclose the necessary client data to the liable person and their liability insurer.
- In addition, Helsana discloses the data necessary for benefit and contract processing to collection companies in the event of outstanding debts, government authorities, lawyers, appraisers and other external experts, where doing so is necessary for these purposes.
- Helsana can hire third parties or other Helsana companies in Switzerland or abroad in connection with the full or partial outsourcing of business divisions and services (e.g. payment transactions and IT services, such as storage options) to process the data of policyholders. Helsana shall ensure that the contract processors are contractually obliged to maintain appropriate data security and otherwise protect the data. Compliance with the requirements shall be verified by Helsana.

Such data may include not only client data such as the client's name, date of birth and insurance number, but also sensitive data, in particular, individual health data. The legal requirements for processing sensitive data are stricter. Furthermore, taking account of the Data Protection Act, Helsana may obtain relevant information from the authorities, official bodies and other third parties in the framework of contract processing, including the claims history, and disclose this information to meet legal or regulatory obligations or safeguard legitimate interests (e.g. to assert or defend claims, official investigations). The legitimate interests as well as the possible recipients of the data are specified in the Privacy Policy pursuant to Section 30.1.

30.3 With the help of the information contained in the insurance files of Helsana and the other Helsana companies, specifically about the medication, treatments, diagnoses, costs and demographics of its insured persons, Helsana can gain a better understanding of how the costs in the healthcare system develop and can be curbed, detached from individual insured persons; how Helsana needs to amend its rules, such as on setting premiums and contracts with service providers; how treatment quality can be improved; and what else can be done to promote the health and recovery of its insured persons. It conducts research for these purposes. The health data used for such purposes will first be encrypted or anonymised. Further information can be found in the Privacy Policy. The insured person agrees to this research. They may revoke this consent in full or in part at any time with future effect by submitting a notice to Customer Service.

31 Place of jurisdiction

Jurisdiction for lawsuits arising from the insurance contract lies either with the courts at the Swiss place of residence of the insured persons and the beneficiaries or the courts at Helsana's registered office.

32 Special right of termination

For insurance coverage that is in effect before 1 January 2008, the policyholder has the right to waive Sections 10.3, 11.2 and 16 of these General Insurance Conditions (AVB) and cancel the entire contract.