The Helsana Group comprises Helsana Insurance Company Ltd, Helsana Supplementary Insurance Ltd, Helsana Accidents Ltd and Progrès Insurance Company Ltd.

Helsana

Version – 1 July 2014

Additional Insurance Conditions (ZVB) OMNIA
Outpatient and inpatient supplementary health insurance with options

List of Contents

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

General provisions of the policy

1 Purpose

Within the scope of OMNIA, and in medically indicated cases, the insurer shall provide benefits for non-standard medication, benefits abroad, personal assistance, transport costs, glasses and contact lenses, aids and equipment, orthodontic treatment and special forms of therapy, as well as legal protection in health matters and abroad with Helsana Rechtsschutz AG (outpatient benefits).

The insurer shall additionally cover accommodation and treatment costs in the general ward of a hospital and provide contributions toward the food and accommodation costs of inpatient acute and transitional care, balneotherapy and convalescent therapy, home nursing and household help, childcare service as well as outpatient operations (inpatient benefits).

OMNIA grants the insured person the one-off right, as regards both outpatient and inpatient benefits, to switch to a supplementary insurance product offering a higher level of care (higher insurance level) without undergoing another medical examination.

Outpatient benefits

2 Medication

2.1 The insurer shall pay 90% of the costs incurred of medically prescribed medication not covered by compulsory health care insurance, provided that the medication concerned is registered with the Swiss Agency for Therapeutic Products (Swissmedic) for the treatment of the indication in question.

2.2 The insurer shall keep a list of the medications for which no benefits or up to 50% of the costs incurred are reimbursed. This list shall be continuously updated and can be examined at the insurer's offices, or a copy can be requested.

2.3 No reimbursements will be made for products that appear on the list of pharmaceutical products with special uses (LPPV). This list shall be continuously updated and can be examined at the insurer's offices, or a copy can be requested.

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3 Benefits abroad

3.1 During temporary stays abroad lasting up to 12 months, the costs of acute, scientifically recognised and expedient in- and outpatient treatments are covered, provided the case involved is an emergency, and the patient's return home or repatriation to a Swiss hospital cannot be considered within the bounds of what is reasonable.

3.2 90% of the costs will be reimbursed for outpatient treatments covered by the provisions of Section 3.1, subject to Section 21.1 (m) of the General Insurance Conditions (AVB) for Supplementary Health Insurance.

3.3 For inpatient treatment, the insurer or the organisation designated by the insurer, should be consulted immediately. There will be no entitlement to benefits according to Section 3.1 if this organisation is not consulted.

3.4 Benefits for insured persons who are subject to the bilateral Agreement on the Free Movement of Persons between Switzerland and the European Union (EU) or the European Free Trade Association (EFTA): Once the insured person presents a detailed invoice issued by a service provider of an EU or EFTA member state, the insurer shall assume the contributions to be borne by the insured person (deductible, excess, etc.) in application of the legislation of the country of temporary residence and exceeding CHF 300. Insured persons who reside in EU countries, Iceland or Norway or spend most of the year there have no entitlement to such benefits if the services were provided in their country of residence or in Switzerland.

3.5 Subsidiary clause
By way of deviation from Section 22.1 of the AVB for Supplementary Health Insurance, all benefits in accordance with these General and Supplementary Insurance Conditions shall be rendered in each case after the rendering of benefits by other private insurers. Altogether the costs shall be reimbursed only once. This insurance cover is limited to that part of the benefits exceeding the benefits of the other insurers. If the other insurers are also only liable to provide subsidiary benefits, the legal provisions on double insurance shall apply.

4 Personal assistance

4.1 If, while abroad, an insured person falls ill, has an accident, or if there is a medically certified worsening of a chronic illness, or the insured person dies, the insurer, or the organisation designated by the insurer, will provide the following benefits:

a) rescue operations and transport, provided that a doctor authorised by the insurer, or the organisation designated by the insurer, considers such actions to be necessary;
b) search and recovery operations undertaken for the purpose of rescuing or recovering the insured person, up to a maximum of CHF 20,000 per insured person;
c) repatriation to the Swiss place of residence or a hospital, provided that a doctor authorised by the insurer, or the organisation designated by the insurer, considers such action to be necessary;
d) undertaking to pay costs, within the scope of the existing insurance cover, if an insured person requires in- or outpatient treatment while abroad;
e) if a stay in hospital abroad lasts more than 7 days, the travelling costs of a person close to the insured will be paid for a visit up to the following extent:
   ea) the costs incurred for outward and return travel, at most, however, the cost of a flight in economy class;
   eb) the costs incurred for food and accommodation, at most, however, CHF 1,000 per case;
f) in addition, the extra travelling costs incurred for premature return travel up to a maximum of CHF 500 will be paid for the following events:
   fa) when a person close to the insured and travelling with them has to be repatriated due to illness or accident;
   fb) when a person close to the insured becomes seriously ill, is seriously injured or dies;
   fc) when the insured person's property in Switzerland is seriously damaged due to burglary, fire, water or natural hazards;
   fd) when strikes, epidemics or the failure of public transport does not allow the journey to be continued as scheduled within 72 hours. Additional costs incurred due to detours, diversions and delays are not covered;
   fe) when the person deputising at work becomes seriously ill, has a serious accident or dies, and the presence of the insured person at their workplace is absolutely necessary;
g) when the person is unable to board their return flight due to a hospital stay, the insurance shall cover charges for changing the return flight booking. If a change in booking is not possible, the insurance shall cover a return flight in economy class; the benefits shall be rendered only upon presentation of the expired return ticket.

This list is conclusive.

4.2 Prior consultation with the insurer's Emergency Call Centre is a prerequisite for provision of benefits in accordance with Section 4.1. The benefits will not be provided if the steps are not organised by the Emergency Call Centre. The insurance cover applies worldwide, as long as and to the extent that nothing to the contrary is specified in these Additional Insurance Conditions (ZVB) and the applicable legal provisions.

5 Transport costs in Switzerland

The insurer shall pay a maximum of CHF 100,000 per calendar year toward the costs of inland rescue, recovery and emergency transports, as well as transports from one hospital to another within Switzerland. The transport must be appropriate and cost-effective.

6 Glasses and contact lenses, aids and equipment

6.1 For prescription glasses and contact lenses, the insurer shall pay 90% of the costs incurred, up to a maximum of CHF 150 per calendar year. Any benefits paid under the compulsory health care insurance for glasses and contact lenses will be deducted from the above amount.

6.2 For necessary aids and equipment adapted to the disability, and which are intended to improve restricted bodily functions, the insurer shall pay 90% of the costs incurred up to a maximum of CHF 1,000 per calendar year. A medical prescription is required. The insurer shall keep a list of the aids and equipment for which an entitlement to benefits exists. This list shall be continuously updated and can be examined at the insurer's offices, or a copy can be requested.

6.3 The insurer shall reimburse 100% of the costs incurred for necessary aids and equipment that are reusable and adapted to the disability, up to the maximum amount defined in advance (list of reusable aids and equipment). These measures must be cost-effective and prescribed by a doctor if their costs are to be reimbursed. The insurer shall keep a list of the aids and equipment for which an entitlement to benefits exists. This list shall be continuously updated and can be examined at the insurer's offices, or a copy can be requested.

6.4 The costs of operating, servicing and repairing the aids and equipment shall not be covered.

7 Orthodontic treatment

7.1 For persons up to the age of 25 the insurer shall pay 75% of the costs incurred, up to a maximum of CHF 10,000 per calendar year, for orthodontic treatment and maxillofacial surgery.

7.2 Costs of treatment abroad will be paid provided that the foreign medical practitioner's training is equal to that of a Swiss practitioner, and only up to the amount that would have been incurred in Switzerland for the same treatment.

8 Special forms of treatment

8.1 When medically prescribed, the insurer pays a maximum of 75% of the incurred costs of special treatment. Based on the occupational training of the practitioner, the insurer decides in each individual case whether the insured has a right to benefits. The insurer shall keep a list of all special forms of treatment (e.g. services of psychotherapists who are not doctors, sterilisation, vasectomy) for which benefits are to be paid. This list shall be continuously updated and can be examined at the insurer's offices, or a copy can be requested.

8.2 The entitlement to all benefits falling under Section 8.1 is limited to a total amount of no more than CHF 3,000 per calendar year.

9 Legal protection in health matters (Appendix I)

OMNIA Supplementary Health Care Insurance includes legal protection in health matters provided by Helsana Rechtsschutz AG. The General Insurance Conditions of this Legal Protection Insurance form an integral part of these Additional Insurance Conditions (ZVB).

10 Legal protection abroad (Appendix II)

OMNIA Supplementary Health Care Insurance includes legal protection abroad provided by Helsana Rechtsschutz AG. The General Insurance Conditions of this Legal Protection Insurance form an integral part of these Additional Insurance Conditions.

Inpatient benefits

11 Insurance cover

11.1 OMNIA shall bear the costs for accommodation and treatment in the hospitals that fulfil the requirements according to Section 8.1 of the General Insurance Conditions (AVB). According to this principle, for hospitals not recorded in the cantonal planning and hospital lists pursuant to Article 39 of the Federal Health Insurance Act (KVG), the insured person is only entitled to benefits under this insurance if the insurer has concluded a KVG contract with the relevant hospital (Helsana KVG contract hospital). The insurer shall keep a list of the Helsana KVG contract hospitals, which provides information on the recognised benefits spectrums. This list shall be continuously updated and can be examined at the insurer's offices, or a copy can be requested.

11.2 Within the scope of the following conditions, OMNIA shall cover the costs of an inpatient stay in a multiple-bed room in the general ward of a hospital.

11.3 If a hospital does not have any ward classifications or has different ward classifications, or if the rates for the general ward are not recognised by the insurer, the provisions of Section 15 shall apply; these are the conditions applied to stays of the insured person in the private ward of the hospital.

11.4 The insurer shall keep a list of those hospitals which have no private, semi-private or general wards within the meaning of the conditions above. The insurer shall update this list continuously. It can be inspected at the insurer's offices, or a copy can be requested.

12 Need for hospital treatment

Benefits for scientifically recognised medical treatment during a hospital stay will be provided if the condition of the insured person requires inpatient treatment, and for the hospital or hospital ward in which the insured person must be treated for medical reasons.

13 Hospital benefits

13.1 An acute care hospital or a psychiatric clinic is deemed to be a hospital if it fulfils the requirements specified in Section 11.1 and if it appears appropriate to treat insured persons who need hospital treatment as described in Section 12.

13.2 In the event of hospital treatment, the following comprise the benefits within the limits of the rates recognised by the insurer for the relevant hospital in the general ward:
a) the costs of accommodation and meals
b) doctors' fees
c) the costs of scientifically recognised diagnostic and therapeutic procedures
d) nursing care in the hospital
e) the costs of medicine, treatment materials, the operating room and anaesthesia
f) the costs of materials and supplies prescribed by the hospital.

13.3 Benefits for dental treatment under Section 13.2 shall be paid as inpatient benefits, to the extent that a benefit obligation exists under the Health Insurance Act (KVG).

13.4 Regarding benefits for inpatient acute and transitional care that become necessary following a hospital stay and that are medically prescribed by the hospital, and in addition to its benefit obligation under the Health Insurance Act (KVG), the insurer shall reimburse the costs not covered for accommodation and food up to CHF 90 per day for up to 14 days per calendar year.

14 Outpatient procedures
If a procedure can be performed at a more favourable cost on an outpatient basis and avoiding a stay in an acute care hospital, the insurer will pay the costs within the scope of the agreements made with the relevant hospital.

15 Benefits in the event of underinsurance
15.1 If insured persons stay in the private ward of a hospital, they will receive 20% of the benefits that the insurer would provide in the case of cover from HOSPITAL COMFORT (private). If they stay in a semi-private ward, they will receive 40% of the benefits that the insurer would provide in the case of cover from HOSPITAL PLUS (semi-private). However, no more than 20% respectively 40% of the rates recognised by the insurer for the relevant hospital shall be paid.

15.2 The insurer shall keep a list of those hospitals whose rates are not recognised. This list shall be continuously updated and can be examined at the insurer's offices, or a copy can be requested.

16 Duration of benefits in acute care hospitals and psychiatric clinics
16.1 In the event of inpatient treatment in an acute care hospital, insured benefits will be provided without time limit for as long as a stay in an acute care hospital is medically necessary, in view of the diagnosis and the medical treatment as a whole.

16.2 In the event of inpatient treatment in a psychiatric clinic, insured benefits will be provided for a maximum of 90 days within a calendar year for as long as a stay in a psychiatric clinic is medically necessary, in view of the diagnosis and the medical treatment as a whole, and chronic symptoms do not exist.

16.3 In the event of stays in psychiatric daytime and overnight clinics, no benefits will be paid.

17 Benefits abroad
In the event of an inpatient stay in an acute care hospital or psychiatric clinic abroad, a maximum of CHF 500 per day will be paid, in respect of the proven costs, for a maximum of 60 days per calendar year for scientifically recognised and appropriate treatment and for accommodation and meals, including for treatment carried out intentionally in a foreign hospital; however, this only applies to the extent that these costs are not already covered by benefits specified in Section 3 or by the COMPLETA Supplementary Healthcare Insurance.

18 Benefits for newborn children
The costs of a healthy newborn baby's stay in hospital will be paid during the period of the mother's stay in hospital, at most, however, for a period of 10 weeks.

19 Balneotherapy
19.1 If inpatient balneotherapy in a medically supervised spa in Switzerland has been medically prescribed before the treatment begins, up to CHF 30 per day shall be provided under OMNIA in respect of the proven costs for a maximum of 30 days per calendar year.

19.2 Entitlement to the benefits under Section 19.1 only exists if the course of balneotherapy was preceded by intensive, scientifically recognised and appropriate treatment, or if scientifically recognised and appropriate therapy on an outpatient basis is not possible. There must be a medical entry examination at the start of the balneotherapy. In addition, the balneotherapy and related physical treatment must be carried out in accordance with a treatment plan. The minimum duration for balneotherapy is 14 days.

19.3 By way of deviation from Section 19.1, balneotherapy can also be performed in a therapeutic spa located elsewhere in Europe, if the requirements of Section 19.2 are fulfilled.

20 Convalescent therapy
20.1 In the event of convalescent therapy carried out in Switzerland, which is medically prescribed before the beginning of the convalescent therapy and which is medically necessary for recovery from a serious illness, up to CHF 30 per day shall be provided under OMNIA in respect of the proven costs for a maximum of 30 days per calendar year.

20.2 The convalescent therapy must be carried out in a Swiss convalescent facility recognised by the insurer.

21 Duration of benefits for balneotherapy and convalescent therapy
Benefits for balneotherapy and convalescent therapy will be paid for a combined maximum of 30 days per calendar year.

22 Prescriptions for balneotherapy or convalescent therapy

The insurer must receive the medical prescription for balneotherapy or convalescent therapy reasonably in advance of the beginning of the treatment. The prescription must state the name of the relevant therapeutic spa or convalescent facility, and the date on which the treatment begins.

23 Home nursing

23.1 In the event of medically prescribed home nursing care that requires the paid services of a professional nursing care provider, and if such home nursing care can help avoid or shorten a hospital stay or stay in a convalescent facility, up to CHF 30 per day shall be provided under OMNIA in respect of the proven costs for a maximum of 30 days per calendar year.

23.2 Any person who provides the required nursing services to the patient on a daily basis and thereby suffers demonstrable loss of income from their profession or employment may be recognised as a nursing care provider for the purposes of these benefits.

23.3 The costs of general housework such as shopping, washing and ironing, cleaning, etc. are not insured.

23.4 In the event of a stay in a nursing home or similar institution, no benefits for home nursing will be paid.

24 Household help

24.1 If an insured person requires household help services on the basis of a medical prescription in the event of 100% incapacity to work due to their health condition and personal family circumstances, and if a hospital stay or stay in a convalescent facility can thereby be avoided or shortened, up to CHF 30 per day shall be provided under OMNIA in respect of the proven costs for a maximum of 30 days per calendar year.

24.2 A household help provider is anyone who looks after the household on behalf of the insured person, whether this is an independent professional help provider or one who works for an organisation.

24.3 Any person who acts on behalf of the ill insured person to maintain their household and thereby suffers demonstrable loss of income from their profession or employment may be recognised as a household help provider for the purposes of these benefits.

24.4 In the event of a stay in a nursing home or similar institution, no benefits for household help will be provided.

25 Duration of benefits for home nursing and household help

The insured daily benefits for home nursing care and household help are limited to a combined maximum CHF 900 per calendar year.

26 Childcare service

26.1 If the insured person is staying in hospital for inpatient treatment, the insurer shall bear the costs of someone else (non-parent) caring for one or more children under 15 whose parent or legal guardian is the insured person, during the week and normal working hours, up to a maximum of 30 hours per calendar year.

26.2 Benefits shall only be provided if the insured person contacts the organisation centre appointed by the insurer in advance and the care is organised by this centre.

Option – outpatient and inpatient

27 General provisions

27.1 OMNIA grants the insured person the one-off right, as regards both outpatient and inpatient benefits, to switch to a supplementary insurance product offering a higher level of care (higher insurance level) without undergoing another medical examination.

27.2 Regarding outpatient benefits, the insured person may exercise the option that switches them to

"COMPLETA"

Supplementary Healthcare Insurance in the variant offered by the insurer at the time the option is exercised (outpatient option).

Regarding inpatient benefits, the insured person may exercise the option that switches them to the products

"HOSPITAL PLUS" (semi-private) or
"HOSPITAL COMFORT" (private)

Supplementary Hospital Insurance in the variant offered by the insurer at the time the option is exercised (inpatient option).

28 Exercising an option

28.1 Each of the options may only be exercised once, and no earlier than 12 months after the conclusion of an OMNIA policy. The switch to a higher level of insurance cover may take effect no earlier than on 1 January following the person's 25th birthday. Afterwards, each of the options may be exercised at intervals of five years, i. e. with effect from 1 January following the person's 30th, 35th, 40th, 45th, or 50th birthdays, yet no later than from 1 January following their 55th birthday.

28.2 Insured persons must notify the insurer in writing each time they wish to exercise an option, and such notification must be received by the insurer at the latest on 30 November of the year preceding the switch to the higher insurance level possible in accordance with Section 29.1. Such notifications shall not have any legal force if they do not comply with this deadline.

28.3 Exercising an option is only possible as long as and to the extent that the insured person is not in arrears with any payments for compulsory health care insurance or supplementary health care insurance policies.

29 Consequences of exercising an option

29.1 If an option is effectively exercised as stipulated in Section 28, the higher level of insurance agreed upon shall take effect from 1 January of the following calendar year.

29.2 After the outpatient option is effectively exercised and the higher insurance level in the area of outpatient benefits has taken effect, the entitlement to the outpatient option and the outpatient benefits (Sections 2 to 10) under OMNIA shall lapse. The share of the premium relating to the outpatient benefits and the outpatient option shall still be due for payment by 31 December of the year preceding the higher insurance level. Afterwards, only the premium rate reduced by this share shall be invoiced for OMNIA.

29.3 After the inpatient option is effectively exercised and the higher insurance level in the area of inpatient benefits has taken effect, the entitlement to the inpatient option and the inpatient benefits (Sections 11 to 26) under OMNIA shall lapse. The share of the premium relating to the inpatient benefits and the inpatient option shall still be due for payment by 31 December of the year preceding the higher insurance level. Afterwards, only the premium rate reduced by this share shall be invoiced for OMNIA.

29.4 After both options have been effectively exercised in accordance with Section 28 and the higher insurance level has taken effect as per Sections 29.1 to 29.3, the OMNIA Supplementary Health Care Insurance policy shall terminate.

29.5 The higher insurance level shall take effect while maintaining the insured risk (illness, accident, maternity). The higher insurance level shall not lead to another waiting period for maternity benefits.

29.6 If OMNIA was concluded with certain benefits excluded after a medical examination had been performed, these exclusions shall also apply to the products after the higher insurance level has taken effect, unless it has been medically proven that the reason(s) for the exclusion(s) no longer exist.

30 Expiry of the options

The options shall expire automatically on 31 December following the insured person's 55th birthday if they were not effectively exercised prior to that date. After the options have expired, the share of the premium paid for their provision shall no longer be due. In all other respects, OMNIA shall remain in place with the outpatient (Sections 2–10) and inpatient (Sections 11–26) benefits, as long as and to the extent that these benefits have not already been discontinued in accordance with Sections 29.2 and 29.3 due to a higher level of insurance.

31 Premiums

If the insurance is terminated as per Section 29.4, upon expiry of the options as per Section 30 or because the insured person has given notice of termination, the premium shall still be due up to the time at which the reason for termination takes effect. The share of the premium paid up to that time for the option's provision shall be retained in full by the insurer, regardless of whether the options were exercised.

32 Higher insurance level with medical examination

Independent of the right to exercise an option, the insured person is entitled to switch to a higher insurance level at any time after having passed a medical examination. The legal consequences for OMNIA in such cases shall be determined by Section 29 in respect of a higher insurance level due to an option or options being exercised. The share of the premium corresponding to each option shall remain due until the time at which the higher insurance level takes effect. Even if the insured person switches to a higher insurance level after undergoing a medical examination, causing the corresponding option to lapse, he or she is not entitled to reimbursement for the share of the premium paid up to that point in time for the options.

Miscellaneous

33 Right to purchase PRIMEO

OMNIA grants the insured person the right to conclude PRIMEO Supplementary Health Care Insurance for outpatient benefits without undergoing a medical examination (right to purchase). This right to purchase can only be exercised once, and only exists if and to the extent that at least one of the options as per Section 27.2 is still available. If both options are no longer available, as described in Section 29.4, the right to purchase shall also lapse. The exercise of this right is subject to the same requirements as the exercise of options stipulated in Section 28.

34 Premium adjustment

34.1 The premiums are calculated according to the age and gender of the insured person. Consequently, the insured persons are assigned to the age group that corresponds to their current age.

34.2 Section 12.2 of the General Insurance Conditions (AVB) for supplementary health care insurance policies shall not apply to the OMNIA product.

35 Helsana Advocare PLUS supplementary insurance

Persons who have concluded OMNIA with the insurer and paid the premium for Helsana Advocare PLUS may also be deemed insured persons within the meaning of Sections 3 of the General Insurance Conditions of Helsana Advocare PLUS. If cover from OMNIA supplementary insurance ceases, the cover from Helsana Advocare PLUS shall also cease at the same time, as long as and to the extent that the insured person does

not have another supplementary insurance as defined in Section 3 of the General Insurance Conditions of Helsana Advocare PLUS.

36 Special condition for special types of insurance
For insured persons who have obtained other special forms of insurance under compulsory health care insurance pursuant to the KVG (e.g. HMOs, other general practitioner models or insurance models with limited choice of service providers), the limiting conditions for a benefits claim set forth in the relevant General Insurance Conditions apply to this insurance as well.

37 Insurance card
Insured persons are provided with an insurance card in accordance with Section 28 of the AVB.

Appendix I

General Conditions of Legal Protection
Legal Protection in Health Matters
(Edition 1 January 2009)

General Provisions

1 Introduction

Legal Protection in Health Matters is a product of Helsana Insurance Company Ltd (insurer) in collaboration with Helsana Rechtsschutz AG.

All terms used in the text to refer to persons are to be understood as gender-neutral.

2 Insurer
Helsana Rechtsschutz AG is the underwriter and undertakes to provide the insured benefits within the framework of the following conditions.

3 Basis of contract
The following General Insurance Conditions, the Federal Act on Insurance Contracts, the Insurance Supervision Law and the Supervision Ordinance are binding.

Scope of Insurance

4 Subject of insurance
The following disputes are insured in connection with an injury to health:

4.1 Legal liability disputes with service providers
The insurance covers legal liability disputes with officially certified medical practitioners, dentists, dental technicians, dental hygienists, chiropractors, hospitals and other providers of medical services who are approved by the insurer and whose activities have been authorised by the health authorities.

4.2 Other legal liability disputes
The insurance covers the enforcement of non-contractual claims for compensation for injury to health against the perpetrator or their personal liability insurance.

4.3 Disputes under insurance law
The insurance covers disputes with social security and/or private insurers.

4.4 Principle of subsidiarity
In cases in accordance with Sections 4.2 and 4.3 the right to legal protection exists only if and insofar as no other insurer is liable to pay benefits.

5 Benefits
5.1 Legal Protection in Health Matters consists of the following benefits:
- advice and clarification of the insured person's rights;
- representation of interests in and out of court;
- reimbursement.

5.2 Benefits will be paid up to a maximum amount of CHF 250,000 (or CHF 50,000 for cases outside Europe) per insured case of damage. These benefits comprise:
- lawyers' fees;
- costs of experts' reports commissioned by the courts or Helsana Rechtsschutz AG;
- court costs and any compensation.

5.3 Cession provision
Any legal costs or compensation awarded to the insured person through the courts must be ceded to Helsana Rechtsschutz AG, insofar as they do not exceed the benefits actually paid by the latter.

6 Geographical scope of cover
The insurance cover is valid worldwide.

Start and End of Insurance

7 Time scope
7.1 The insurance covers persons who had already concluded the appropriate supplementary insurance at the time the case requiring legal protection occurred.

7.2 When this insurance is terminated, the entitlement to legal protection for cases occurring after the termination date shall also expire at the same time.

7.3 The case is deemed to have occurred at the time of the infringement of rights, or in cases under insurance law at the time the insured event took place.

Claim Event

8 Obligations in the event of a claim
8.1 Reporting the claim for legal protection
The insured person must immediately report the occurrence of a case necessitating legal protection either by calling the emergency telephone number given on the insurance card or in writing.

8.2 Co-operation of the insured person
The insured person must provide the necessary information and immediately report to the insurer all events in connection with the case of legal protection. Any notifications received by them, especially those from the authorities, must be forwarded to the insurer without delay. All forms of evidence must be handed over on request. The insured person must provide the nec-

essary authorisation to gain access to all case-relevant documentation, enter into agreements and accept compensations.

If the insured person culpably violates these obligations, benefits may be reduced to the extent of the additional costs incurred. In cases of gross violation benefits may be refused.

9 Procedure in the event of a claim

9.1 After consulting with the insured person, the steps necessary for representing their legal interests will be taken.

9.2 If the services of a lawyer are required, in particular in connection with court and administrative proceedings, or in cases of conflict of interests, the insured person is free to propose a lawyer of their own choice.

If their choice cannot be complied with, the insured person has the option of naming three further lawyers, one of which must be accepted.

9.3 If there are no justifiable reasons for changing lawyers, the insured person will be responsible for paying the costs incurred by so doing.

Restrictions in the Insurance Cover

10 Benefit exclusions

No legal protection will be granted for cases:
- which are not specifically listed;
- which occurred before the relevant insurance was taken out/before this group insurance contract came into force;
- in connection with psychiatric or psychotherapeutic malpractice;
- in connection with deprivation of liberty through enforced admission to an institution;
- in connection with disputes pertaining to invoices or fees;
- in connection with disputes pertaining to premiums;
- for warding off claims for damages;
- when the disputed sum is under CHF 500;
- in connection with the premeditated perpetration of a criminal offence, as well as the premeditated perpetration of cases of legal protection;
- in connection with armed conflicts or riots;
- in connection with the collection of debts, as well as cases in connection with ceded payments;
- arising from disputes between the insured person and Helsana Rechtsschutz AG, its official bodies or its representatives;

Miscellaneous

11 Procedure in case of differences of opinion

11.1 If there are differences of opinion on how to proceed, in particular in cases deemed to be irreconcilable, the insured person can request that the case be decided by an arbitration tribunal. The arbitrator is decided on by both parties. The other details of this process are governed by the Arbitration Agreement.

11.2 If the insured person presses charges at their own cost, the contractually insured benefits will be provided if the outcome of the proceedings is more favourable than assessed by the insurer.

12 Place of jurisdiction

The insured person's place of residence in Switzerland or Aarau (head office of Helsana Rechtsschutz AG) are recognised as the place of jurisdiction for any disputes arising from this contract.

Appendix II

General Conditions of Legal Protection
Legal Protection Abroad
(Edition 1 January 2009)

General Provisions

1 Introduction

Legal Protection Abroad is a product of Helsana Insurance Company Ltd (insurer) in collaboration with Helsana Rechtsschutz AG.

All terms used in the text to refer to persons are to be understood as gender-neutral.

2 Insurer

Helsana Rechtsschutz AG is the underwriter and undertakes to provide the insured benefits within the framework of the following conditions.

3 Basis of contract

The following General Insurance Conditions, the Federal Act on Insurance Contracts, the Insurance Supervision Law and the Supervision Ordinance are binding.

Scope of Insurance

4 Personal scope

During the outward and return journey and the holiday or educational stay abroad the insured person is entitled to legal protection in the following capacities:
- as a driver, user or owner of the vehicle used;
- as a renter of cars rented abroad;
- as a pedestrian;
- as a passenger in any means of transport.

5 Subject of insurance

5.1 Legal liability disputes

The insurance covers the enforcement of claims for damages for injury to health or property damage against the perpetrator or their personal liability insurance. Claims for damages arising from theft, misappropriation, loss of property and the misuse of credit cards are excluded.

5.2 Disputes arising from contracts
- Motor vehicle contract: Representation in disputes arising from repair and rental contracts in connection with the vehicle used for and during the trip. Disputes arising from purchase and leasing contracts are excluded.

– Travel contracts: Representation in disputes arising from travel contracts concluded with travel agents domiciled in Switzerland, provided the place of jurisdiction is in Switzerland and Swiss law is applicable.
– Educational contracts: Representation in disputes arising from contracts concluded with schools abroad, provided the place of jurisdiction is in Switzerland and Swiss law is applicable.
– Credit card contracts: Representation in disputes with credit card companies domiciled in Switzerland, provided the insured person has fulfilled their duties as specified in the credit card contract.

5.3 Disputes under insurance law
The insurance covers disputes with social security and/or private insurers, licensed in Switzerland or the Principality of Liechtenstein, in connection with an accident abroad.
The insurance also covers legal protection in disputes with foreign insurers in connection with the rental of motor vehicles or motor boats, as well as non-motorised hobby/sports apparatus.

5.4 Criminal and administrative proceedings
The insurance covers representation in criminal and administrative proceedings before a foreign police or criminal court, as well as administrative authorities, as a result of negligent violation of foreign legislation.

6 Benefits

6.1 Legal Protection Abroad consists of the following benefits:
– advice and clarification of the insured person's rights;
– representation of interests in and out of court;
– reimbursement.

6.2 Benefits will be paid up to a maximum amount of CHF 250,000 (or CHF 50,000 for cases outside Europe) per insured case of damage. These benefits comprise:
– experts' fees, including translation and certification costs;
– costs of experts' reports commissioned by the courts, Helsana Rechtsschutz AG or experts representing the latter;
– court costs and any other costs of proceedings to be borne by the insured person;
– compensation;
– debt enforcement costs;
– in an insured case, advance of bail up to a maximum of CHF 100,000 (CHF 50,000 for cases outside Europe), which the insured person must pay to prevent being taken into detention awaiting trial; the insured person is obliged to repay the amount;
– compensation for the required appearance in court up to a maximum amount of CHF 1,000;
– translation costs for court decisions up to a maximum amount of CHF 500.

6.3 Cession provision
Any legal costs or compensation awarded to the insured person through the courts must be ceded to Helsana Rechtsschutz AG, insofar as they do not exceed the benefits actually paid by the latter.

6.4 Any damages, fines or costs imposed on the insured person for which a third party is liable will not be paid by the legal protection insurance.

7 Geographical scope of cover
The insurance cover is valid worldwide outside of Switzerland and the Principality of Liechtenstein.

Start and End of Insurance

8 Time scope

8.1 The insurance covers persons who had already concluded the appropriate supplementary insurance at the time the case requiring legal protection occurred.

8.2 When this insurance is terminated, the entitlement to legal protection for cases occurring after the termination date expires at the same time.

8.3 The case is deemed to have occurred at the time of the infringement of rights.

Claim Event

9 Obligations in the event of a claim

9.1 Reporting the claim for legal protection
The insured person must immediately report the occurrence of a case of legal protection either by calling the emergency telephone number given on the insurance card or in writing.

9.2 Co-operation of the insured person
The insured person must provide the necessary information and immediately report to the insurer all events in connection with the case of legal protection. Any notifications received by them, especially those from the authorities, must be forwarded to the insurer without delay. All forms of evidence must be handed over on request. The insured person must provide the necessary authorisation allowing Helsana Rechtsschutz AG to gain access to all case-relevant documentation, enter into agreements and accept compensations. If the insured person culpably violates these obligations, benefits may be reduced to the extent of the additional costs incurred. In cases of gross violation benefits may be refused.

10 Procedure in the event of a claim

10.1 After consulting with the insured person, the steps necessary for representing their legal interests will be taken.

10.2 If the services of a lawyer are required, in particular in connection with court and administrative proceedings, or in cases of conflict of interests, the insured person is free to propose a lawyer of their own choice. If their choice cannot be complied with, the insured person has the option of naming three further lawyers, one of which must be accepted.

10.3 If there are no justifiable reasons for changing experts, the insured person will be responsible for paying the costs incurred by so doing.

Restrictions to the Insurance Cover

11 Benefit exclusions

No legal protection will be granted for cases:

- which are not specifically listed;
- which occurred before the relevant supplementary insurance was concluded;
- for warding off claims for damages;
- in connection with the premeditated perpetration of a criminal offence, as well as the premeditated perpetration of cases of legal protection;
- in connection with armed conflicts or riots;
- arising from disputes between the insured person and Helsana Rechtsschutz AG, its official bodies or its representatives;
- in connection with active participation in motor vehicle, motor boat or aircraft races;
- relating to disputes in connection with exercising a hobby with water- or aircraft, for which an official licence is required.

Miscellaneous

12 Procedure in case of differences of opinion

12.1 If there are differences of opinion on how to proceed, in particular in cases deemed to be futile, the insured person can request that the case be decided by an arbitration tribunal. The arbitrator is decided on by both parties. The other details of this process are governed by the Arbitration Agreement.

12.2 If the insured person presses charges at their own cost, the contractually insured benefits will be provided if the outcome of the proceedings is more favourable than assessed by the insurer.

13 Place of jurisdiction

The insured person's place of residence in Switzerland or Aarau (head office of Helsana Rechtsschutz AG) are recognised as the place of jurisdiction for any disputes arising from this contract.