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## Additional Insurance Conditions (ZVB) TOP Supplementary Health Care Insurance

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

### General provisions

#### 1 Purpose

Within the scope of the TOP Supplementary Health Care Insurance for Special Benefits, and in medically indicated cases, Helsana pays benefits for medication not covered by basic insurance, benefits abroad, personal assistance, transport costs, visual aids, aids and equipment, orthodontic treatment for children and special forms of therapy. The TOP Supplementary Health Care Insurance also includes legal expenses cover in health matters and legal expenses cover abroad with Helsana Rechtsschutz AG.

#### Benefits

#### 2 Medication

- 2.1 The insurer pays 90% of the costs 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 Helsana keeps a list of the medication for which no benefits or up to 50% of the costs are reimbursed. This list is continuously updated and can be examined at Helsana or a copy can be requested.
- 2.3 No reimbursements will be made for products which appear on the list of pharmaceutical products with special uses (LPPV). This list is continuously updated and can be accessed on Helsana's website, or a copy can be requested.

#### 3 Benefits abroad

- 3.1 In case of emergencies abroad, the costs for inpatient and outpatient treatments which exceed the social insurance benefits are covered. Any co-payments based on legislation in Member States of the European Union (EU) or the European Free Trade Association (EFTA) will be paid, provided that they exceed CHF 300 per illness. In this case, the co-payment exceeding the amount of CHF 300 per event of illness will be covered. The treatment must be scientifically recognised and appropriate. It is deemed to be an emergency if a journey home for treatment in the country of residence is unreasonable.
- 3.2 For inpatient treatment, Helsana, or the Emergency Call Centre designated by it, must be consulted immediately. No benefits according to

Section 3.1 will be paid if this organisation is not consulted.

- 3.3 Insured persons who reside in the EU or a country of the European Free Trade Association (EFTA) or spend most of the year there are excluded under this section if the services were provided in their country of residence or in Switzerland.

#### **4 Personal assistance**

- 4.1 If outside of their country of residence an insured person falls ill, has an accident, or if there is a worsening of a medically certified chronic illness, or an insured person dies, Helsana, or the organisation designated by Helsana, will provide the following benefits:
- a) rescue operations and transports, provided that Helsana or the organisation designated by it considers such actions to be necessary after consulting with the local treating physicians;
  - b) search and rescue operations undertaken for the purpose of rescuing or recovering the insured person, up to a maximum CHF 20,000 per insured person and claim;
  - c) repatriation to a suitable hospital in the country of residence, provided that Helsana or the doctor authorised by the organisation designated by Helsana, considers such action to be necessary after consulting with the local treating physicians;
  - d) approval for payment of costs, within the scope of the existing insurance, when an insured person requires inpatient or outpatient treatment;
  - e) the fees or costs for changing or booking the return flight in economy class if due to a hospital stay it is not possible to take the already booked return flight. The benefits are rendered only if no other travel insurance exists and by presenting the expired return flight ticket;
  - f) if the stay in hospital abroad lasts more than seven days, the travelling costs of a person very close to the insured person will be paid for a visit up to the following extent:
    - fa) the documented costs for outward and return travel, but no more than the cost of a flight in economy class;
    - fb) the documented costs of accommodation and meals, but no more than CHF 1,000 per claim.
- 4.2 In addition, the extra travelling costs incurred for premature return up to a maximum of CHF 500 will be paid for the following events:
- a) when a close travelling partner has to be repatriated due to illness or accident;
  - b) when a person close to the insured becomes seriously ill, is seriously injured or dies;
  - c) when the insured person's property in their place of residence is seriously impaired or damaged due to burglary, fire, water or through elementary forces;
  - d) when strikes, epidemics or the failure of public transport does not allow the journey to be continued according to schedule within 72 hours. Additional costs incurred due to detours, diversions and delays are not covered;
  - e) 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.

These lists are exhaustive.

- 4.3 The payment of benefits pursuant to Sections 4.1 and 4.2 is subject to the involvement of the Helsana Emergency Call Centre as soon as this becomes possible in light of the medical condition. The Emergency Call Centre will coordinate the medically required services with the local treating physicians. If the insured person decides in an inexcusable way not to follow the instructions and recommendations of the Emergency Call Centre, Helsana will at most pay the costs that would have been incurred if the instructions of the Emergency Call Centre had been followed.

#### **5 Transport costs in Switzerland**

Helsana, or the organisation designated by it, pays a maximum of CHF 100,000 per calendar year towards the costs of inland rescue, recovery and emergency transports, as well as transports within Switzerland from one hospital to another. The means of transport must be economical and fitting for the purpose.

#### **6 Visual aids, aids and equipment**

- 6.1 Helsana pays 90% of the incurred costs, up to a maximum of CHF 150 per calendar year, for prescription spectacle and contact lenses. Benefits paid from the compulsory health insurance for visual aids will be deducted from the above amount.
- 6.2 For necessary aids and equipment adapted to the damage to health, and which improve restricted bodily functions, Helsana pays 90% of the incurred costs up to a maximum of CHF 1000 per calendar year. Helsana keeps a list of the aids and equipment for which an entitlement to benefits exists. This list is continuously updated and can be examined at Helsana or a copy can be requested. A medical prescription is a prerequisite for payment.
- 6.3 Helsana pays 100% of the costs incurred, up to the maximum amount specified, for necessary reusable aids and equipment which is suitable given the level of damage to health. Helsana keeps a list of the aids and equipment for which an entitlement to benefits exists. This list is continuously updated and can be examined at Helsana or a copy can be requested. A medical prescription is a prerequisite for payment.
- 6.4 The costs of operating, servicing and repairing the aids and equipment are not covered.
- 6.5 Helsana pays the benefits under this section even in case of costs incurred abroad.

#### **7 Orthodontics**

- 7.1 Helsana pays 75% of the costs incurred by insured persons until the end of the calendar year in which they turn 20, up to a maximum of CHF 10,000 per calendar year, for orthodontic treatment and maxillary surgery.
- 7.2 Contributions of school or youth dental care will be taken into account for the payments in accordance with Section 7.1.
- 7.3 Treatment abroad will be paid provided the foreign healthcare professional's training is equal to

that of a Swiss healthcare professional, and the costs do not exceed those in Switzerland.

## **8 Special forms of treatment**

- 8.1 When medically prescribed, Helsana pays a maximum of 75% of the incurred costs of special forms of treatment.
- 8.2 The total amount for all benefits according to Section 8.1 is max. CHF 3000 per calendar year.
- 8.3 Helsana keeps a list of all special forms of treatment for which benefits are paid. This list is continuously updated and can be examined at Helsana offices, or a copy can be requested.

## **9 Legal expenses cover in health matters**

The TOP Supplementary Health Care Insurance includes legal expenses cover in health matters from Helsana Rechtsschutz AG. The General Insurance Conditions of this Legal Expenses Insurance form an integral part of these Additional Insurance Conditions.

## **10 Legal expenses cover abroad**

The TOP Supplementary Health Care Insurance includes legal expenses cover abroad from Helsana Rechtsschutz AG. The General Insurance Conditions of this Legal Expenses Insurance form an integral part of these Additional Insurance Conditions.

## **11 Insurance option without accident coverage**

Insurance coverage for consequences of accidents can be excluded in exchange for a reduction in premium.

## **Miscellaneous**

### **12 Dental insurance from the age of 20**

With the loss of benefits for orthodontics (section 7), insured persons automatically get DENTApplus Dental Insurance, Bronze option without another risk assessment. This insurance cover commences on 1 January of the year after the insured person turns 20. The premium is announced beforehand together with the policy. Insured persons who want to do without this additional insurance cover have the right to withdraw from the DENTApplus Dental Insurance retroactively by no later than three months after the start of insurance.

### **13 Insurance for children**

Children can be insured from birth, providing the proposal for the insurance is received by the insurer prior to the birth. In this case, no benefit exclusions will be applied to the TOP Supplementary Health Care Insurance in the event of any pre-existing damage to health.

### **14 Suspension of the insurance cover**

- 14.1 In return for a reduction in premium the policyholder can suspend the claim for benefits arising from the TOP Supplementary Health Care Insurance, subject to their providing evidence that they have alternative insurance cover (group contract, company health care insurance, foreign insurance, etc.) for the insurance to be suspended.
- 14.2 The policyholder must reactivate the insurance cover with the insurer under the terms originally agreed within 30 days following the loss of the alternative insurance cover, with the premium being adjusted in accordance with Section 12 AVB. If the policyholder fails to adhere to this period of grace, the conditions for new inclusion shall apply to the continuation of the insurance policies.

## Appendix I

General Conditions of Legal Expenses Insurance for Legal Expenses Cover in Health Matters (edition 1 January 2009)

### General provisions

#### 1 Introduction

Legal expenses cover in health matters is a product of Helsana Insurance Company Ltd in cooperation with Helsana Rechtsschutz AG.

All terms used in this text which 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 Conditions of Legal Expenses Insurance, the Federal Insurance Contract Act, the Insurance Supervision Law and the Supervision Ordinance are authoritative.

### 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 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 Insured is the enforcement of non-contractual claims for compensation for damage to health against the perpetrator or their personal liability insurance.
- 4.3 Disputes under insurance law Insured are disputes with social security and/or private insurers.
- 4.4 Subsidiarity In cases in accordance with Sections 4.2 and 4.3 the right to legal protection exists only when, and so far as no other insurer is liable to pay benefits.

#### 5 Benefits

- 5.1 Legal expenses cover 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;

– payment of costs.

- 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, in so far as they do not exceed the benefits actually paid by the latter.

#### 6 Geographical scope of cover

Insurance cover applies worldwide.

### Start and end of insurance

#### 7 Time scope

- 7.1 Insured are persons who had already concluded the appropriate supplementary insurance at the time the legal expenses case occurred.
- 7.2 When this insurance is terminated, the right to legal protection for cases occurring after the termination date expires at the same time.
- 7.3 The case is deemed to have occurred at the time of the infringement of rights, in cases under the law of insurance at the time the insured event took place.

### Claim event

#### 8 Obligations in the event of a claim

- 8.1 Reporting the legal expenses case The insured person must immediately report the occurrence of a legal expenses case either by dialling the emergency 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 report to us all events in connection with the legal expenses case. Any notifications received by them, especially those from the authorities, must be forwarded to us without delay. All forms of evidence must be handed over to us on request. The insured person must provide the necessary power of attorney to gain access to all case-relevant documentation, enter into agreements and accept compensations.

If the insured person deliberately infringes these obligations, benefits can be reduced to the extent of the additional costs incurred. In cases of major violation, benefits can 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, they have the possibility of naming three further lawyers, one of which must be accepted.
- 9.3 If there are no good reasons for changing lawyers, the insured person will be responsible for paying the costs incurred by so doing.

## **Insurance cover restrictions**

### **10 Exclusions of benefits**

No legal expenses cover will be granted for cases:

- which are not specifically listed;
- which occurred before the relevant supplementary 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 legal expenses cases;
- 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, their official bodies and 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 futile, the insured person can request that the case be decided by an arbitration tribunal. The arbitrator is decided on by both parties. Further details of this process are set out in the Arbitration Agreement.
- 11.2 If the insured person presses charges at their own cost, the contractually insured benefits will be paid 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 legal domicile for disputes arising from this contract.

### **13 Transitional provision**

In cases according to Sections 4.2 and 4.3 entitlement to legal expenses cover only exists after 1 March 2000.

## Appendix II

General Conditions of Legal Expenses Insurance for Legal Expenses Cover Abroad  
(Edition 1 January 2009)

### General provisions

#### 1 Introduction

Legal expenses cover abroad is a product of Helsana Insurance Company Ltd in collaboration with Helsana Rechtsschutz AG.

All terms used in this text which 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 Conditions of Legal Expenses Insurance, the Federal Insurance Contract Act, the Insurance Supervision Law and the Supervision Ordinance are authoritative.

### Scope of insurance

#### 4 Personal scope

During the outward and return journey and the holiday or training abroad, the insured person is entitled to legal expenses cover in the following capacities:

- driver, user or owner of the vehicle used;
- renter of cars rented abroad;
- pedestrian;
- passenger in any means of transport.

#### 5 Subject of insurance

##### 5.1 Legal liability disputes

Insured is 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 contracts: representation in disputes arising from repair and rental contracts in connection with the vehicle used for the journey/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.
- School 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

Insured are disputes with social/private insurers, licensed in Switzerland or the Principality of Liechtenstein, in connection with an accident abroad.

Also insured is legal expenses cover 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
- 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 expenses cover abroad consists of the following benefits:

- advice and clarification of the insured person's rights;
- representation of interests in and out of court;
- payment of costs.

- ##### 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 collection 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;
- payments for the required appearance before the 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, in so far 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 expenses insurance.

## 7 Geographical scope of cover

Outside of Switzerland and the Principality of Liechtenstein, the insurance coverage is valid worldwide.

## Start and end of insurance

### 8 Time scope

- 8.1 Insured are persons who had already concluded the appropriate supplementary insurance at the time the legal expenses case occurred.
- 8.2 When this insurance is terminated, the right 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 legal expenses case  
The insured person must immediately report the occurrence of a legal expenses case either by dialling the emergency 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 report to us all events in connection with the legal expenses case. Any notifications received by them, especially those from the authorities, must be forwarded to us without delay. All forms of evidence must be handed over to us on request. The insured person must provide the necessary power of attorney allowing Helsana Rechtsschutz AG to gain access to all case-relevant documentation, enter into agreements and accept compensations.

If the insured person deliberately infringes these obligations, benefits can be reduced to the extent of the additional costs incurred. In cases of major violation, benefits can 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, they have the possibility of naming three further lawyers, one of which must be accepted.
- 10.3 If there are no good reasons for changing lawyers, the insured person will be responsible for paying the costs incurred by so doing.

## Insurance cover restrictions

### 11 Exclusions of benefits

No legal expenses cover 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 legal expenses cases;
- in connection with armed conflicts or riots;
- arising from disputes between the insured person and Helsana Rechtsschutz AG, their official bodies and representatives;
- in connection with the participation in motor vehicle, motor boat or aircraft races;
- relating to disputes in connection with the exercising of 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. Further details of this process are set out in the Arbitration Agreement.
- 12.2 If the insured person presses charges at their own cost, the contractually insured benefits will be paid 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 legal domicile for disputes arising from this contract.