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## Additional Insurance Conditions (ZVB) TOP Supplementary Health Care Insurance for Special Benefits

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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, the insurer pays benefits for non-standard medication, benefits abroad, personal assistance, transport costs, glasses and contact lenses, aids and equipment, orthodontic treatment for children and special forms of therapy. The TOP Supplementary Health Care Insurance also includes legal protection in health matters and legal protection 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 The insurer 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 all 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 is continuously updated and can be examined at all the insurer's offices, or a copy can be requested.

#### 3 Benefits abroad

3.1 During temporary stays abroad lasting up to 12 months, the costs of acute, scientifically recognised and purposeful in- and outpatient treatment 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 paid for outpatient treatment according to Section 3.1, with reserve 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. No benefits according to Section 3.1 will be paid 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) respectively 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 will assume the contributions 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 are not entitled to this right if the services were provided in their country of residence or in Switzerland.



### 3.5 Subsidiarity clause

In deviation of Sections 22.1 and 22.2 of the AVB for Supplementary Health Insurance all benefits in accordance with these General and Supplementary Insurance Conditions will be rendered respectively after the rendering of benefits by other private insurers. Altogether the costs are reimbursed only once. This insurance cover is limited to the part of benefits exceeding the benefits of the other insurers. If the other insurer(s) also provide(s) only subsidiary benefits, the legal disposition for double insurance applies.

## 4 Personal assistance

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

- a) rescue operations and transports, provided that a doctor authorised by the insurer, or the organisation designated by the insurer, considers such action to be necessary;
- b) search and recovery operations undertaken for the purpose of rescuing or recovering the insured person, maximum 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, when an insured person requires in- or outpatient treatment while abroad;
- e) if the 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 the return journey, 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 up to a maximum of CHF 500 will be paid for the following events:
  - fa) when a close travelling partner 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 impaired or damaged due to burglary, fire, water or through elementary forces;
  - fd) when strikes, epidemics or the failure of public transport does not allow the journey to be continued according to programme 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) if due to a hospital stay it is not possible to fly back, the fee for changing the return flight booking. If a change in booking is not possible, the return flight in economy class. The benefits are rendered only if no other travel insurance exists and by presenting the expired return flight ticket.

This list is conclusive.

4.2 Prior consultation with the insurer's Emergency Call Centre is a prerequisite for payment of benefits in accordance with Section 4.1. The benefits will not be paid if the steps are not organised by the Emergency Call Centre.

Unless specified otherwise the insurance cover applies worldwide.

## 5 Transport costs in Switzerland

The insurer, or the organisation designated by the insurer, pays 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. The means of transport must be economical and fitting for the purpose.

## 6 Glasses and contact lenses, aids and equipment

- 6.1 For prescription glasses and contact lenses, the insurer pays 90% of the costs incurred, up to a maximum of CHF 150 per calendar year. Benefits paid from 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 improve restricted bodily functions, the insurer pays 90% of the incurred costs up to a maximum of CHF 1,000 per calendar year. A medical prescription is required. The insurer keeps a list of the aids and equipment for which a right to benefits exists. This list is continuously updated and can be examined at all the insurer's offices, or a copy can be requested.
- 6.3 Reusable aids and equipment which are provided by the Swiss Association for Community Tasks (Schweiz. Verband für Gemeinschaftsaufgaben) of the Swiss Health Insurers are lent to the insured person free of charge.
- 6.4 The costs of operating, servicing and repairing the aids and equipment are not covered.



## 7 Orthodontic treatment

- 7.1 For persons up to the age of 20 the insurer pays 75% of the costs incurred, up to a maximum of CHF 10,000 per calendar year, for orthodontic treatment and maxillary surgery.
- 7.2 Payments from school or youth dental care programmes will be taken into account for the payments in accordance with Section 7.1.
- 7.3 Treatment abroad will be paid provided the foreign medical practitioner's training is equal to that of a Swiss practitioner, and the costs do not exceed those in Switzerland.

## 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.
- 8.2 The total amount for all benefits according to Section 8.1 is max. CHF 3,000 per calendar year.
- 8.3 The insurer keeps a list of all special forms of treatment for which benefits are paid. This list is continuously updated and can be examined at all the insurer's offices, or a copy can be requested.

## 9 Legal protection in health matters

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

## 10 Legal protection abroad

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

## Insurance Plan Options

### 11 Accident cover

Insurance cover for the consequences of accidents can be excluded. Insured persons who have excluded this insurance cover can make a request to have it reinstated or to have it included up to reaching the age of 70.

### 12 Special condition for special types of insurance

For insured persons who have concluded special forms of insurance for the compulsory health care insurance with a restricted choice of service providers in accordance with the Federal Health Insurance Act (KVG) (e.g. HMO, other general practitioner models), the restricting conditions set out in the relevant General Insurance Conditions for the payment of benefits, shall also apply to this insurance.

## Miscellaneous

### 13 Changeovers

In order to prevent insurance gaps, insured persons who turn 20 years of age are automatically transferred into the DENTApplus Dental Care Insurance, variant Bronze, without a renewed examination of risk. In deviation from the ordinary conditions of termination according to Section 10 AVB, these persons have the right to withdraw from the DENTApplus Dental Care Insurance retroactively within three months of the transfer.

### 14 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.

### 15 Suspension of the insurance cover

- 15.1 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.
- 15.2 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.

### 16 Insurance card

The insured persons are provided with the insurance card in accordance with Section 28 AVB.



## Appendix I

General Conditions of Legal Protection for  
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 collabo-  
ration with Helsana Rechtsschutz AG.

#### 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 Protection,  
the Federal Act on Insurance Contracts, 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 providers

Legal liability disputes with officially certified medical  
practitioners, dentists, dental technicians, dental  
hygienists, chiropractors, hospitals and other provid-  
ers 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 injury 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 Principle of 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 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;
- assumption 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

The insurance cover is valid 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 case requiring legal protection 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 claim for legal protection

The insured person must immediately report the occurrence of a case of legal protection either by dialling the emergency number given on the insurance card or in writing.

#### 8.2 Co-operation

The insured person must provide the necessary information and report to us all events in connection with the case of legal protection. 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.

## 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, 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 Transition provision

In cases according to Sections 4.2 and 4.3 claims for legal protection are valid only after 1 March 2000.

## Appendix II

General Conditions of Legal Protection  
for 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.

#### 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 authoritative.

### Scope of Insurance

#### 4 Personal scope

During the outward and return journey and the holiday or stay of training abroad the insured person is entitled to legal protection under the following characteristics:

- 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 contract: 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 legal domicile is in Switzerland and Swiss law is applicable.
- School contracts: Representation in disputes arising from contracts concluded with schools abroad, provided the legal domicile 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 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

Representation in criminal and administrative proceedings before a foreign police or criminal court, as well as administrative authorities, as a result of 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;
- assumption 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;
- recovery 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 protection insurance.

## 7 Geographical scope of cover

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

### Start and End of Insurance

## 8 Time scope

- 8.1 Insured are persons who at had already concluded the appropriate supplementary insurance the time the case requiring legal protection 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 claim for legal protection  
The insured person must immediately report the occurrence of a case of legal protection either by dialling the emergency number given on the insurance card or in writing.

### 9.2 Co-operation

The insured person must provide the necessary information and report to us all events in connection with the case of legal protection. 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 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;
- in cases 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, 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. 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 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.

