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General Terms and Conditions of Insurance (GTI)

Compulsory health insurance

Voluntary Daily Sickness allowance Insurance

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Introduction

"KLuG Health Fund", hereinafter referred to as "KLuG", is the insurer of benefits according to the present General Terms and Conditions of Insurance (GTC); it runs its insurance business under the registered trademark "KLuG" with effect as of 1 January 1999.

1. Common Rules

1.1 Implementation and Definitions

Art. 1 Implementation

- 1 KLuG runs compulsory health insurance as well as voluntary daily sickness allowance insurance according to the provisions of the Swiss Federal Law.
- 2 KLuG provides benefits in the events of illness and accident, unless the latter is covered by separate accident insurance, and in the event of maternity.

Art. 2 Legal Basis

- 1 The Swiss Federal Law on the General Part of Social Insurance Law of 6 October 2000 ("ATSG"), the Federal Health Insurance Law of 18 March 1994 ("KVG") and its respective implementation provisions as well as the Present General Terms and Conditions of Insurance ("GTC") form the legal basis of such insurances.
- 2 Due to the entry into force of the Agreement on the Free Movement of Persons between Switzerland and the European Union and of the revised EFTA Agreement, further differing provisions may apply, namely with respect to the circle of insured persons, their rights and duties, the insurance relationship, the benefits and the cost sharing.

Art. 3 Definitions

- 1 Illness means the impairment of physical or mental health that is not due to an accident and requires medical examination or treatment or results in incapacity to work.
- 2 Accident means the sudden unintended injurious occurrence of an unusual external factor on the human body that causes damage to the physical or mental health or death.

Occupational diseases and injuries to persons similar to accidents without an unusual external occurrence as mentioned in the Accident Prevention Regulation ("UVV") are deemed to be equivalent to accidents.

- 3 Maternity means pregnancy and confinement as well as the postnatal recovery of the mother.
- 4 Incapacity for work refers to the full or partial inability, due to an injury to the physical or mental health, to perform the normal duties of work in the job or post occupied at the time when the injury occurred. If the incapacity for work persists for a prolonged period, the incapacity to fulfil normal duties in another job or post occupied is also taken into consideration.

1.2 Scope and Duration of the insurance

Art. 4 Insured Persons and Duration of the Insurance

- 1 The persons specified in the insurance policy are covered by the insurance.
- 2 The insurance policy also specifies the types of insurance at KLuG.

Art. 5 Start and End of Insurance

- 1 The insurances start at the date specified in the policy.
- 2 The insurances will end in accordance with the legal provisions or in accordance with the terms and conditions applicable to the type of insurance concerned respectively (art. 19 GTC and art. 40 GTC).

1.3 Procedural Issues

Art. 6 Set off

- 1 KLuG is entitled to set off any payment due under the daily sickness allowance insurance against claims of the insured person.
- 2 The insured person shall have no right of set off against KLuG.

Art. 7 Assignment and Pledge

Claims against KLuG may not be pledged and may only be assigned to health care providers. The assignment of back payments for benefits in accordance with art. 22 "ATSG" remains reserved.

Art. 8 Notification, Payments

- 1 Notification to KLuG shall be made to the address mentioned in the insurance policy.
- 2 Notification of generally binding information to the insured persons may be made by official publication, by mailings or in the customer magazine.
- 3 The insured person shall inform KLuG of a Swiss bank or post account for the payment of benefits. If no such information is made, KLuG shall be entitled to charge the insured person with a flat fee for expenses incurred.

Art. 9 Advance Payments

KLuG will make advance payments to other social care providers in accordance with the provisions of the General Part of the Federal Social Insurance Law ("ATSG").

Art. 10 Right of Recourse to Liable Third Party

- 1 If a third party is liable for the occurrence of the insured event, KLuG shall subrogate the insured person in his/her rights up to the amount of the legal benefits to which the insured person is entitled as of the date on which the incident occurred. The right of recourse is going to be exercised in accordance with the provisions of the Swiss Federal Law.
- 2 The insured person is under an obligation to assert his/her rights against other insurers and liable third parties. Without the express agreement of KLuG the insured person shall not be entitled to waive his/her rights to benefits as a whole or in part.

1.4 Premiums

Art. 11 Payment of premium

- 1 Premiums have to be paid in advance and are due on the first of each calendar month. KLuG's board of directors specifies the payment terms for those insured persons who undertake to regularly pay two or more monthly premiums at once.
- 2 If the insurance begins or ends during a calendar month, the premium is charged exactly to the day.
- 3 If the premium is outstanding, the insured person will be reminded of the consequences of a default and he/she will be granted a grace period for the payment of the outstanding premium.

If no payment is made within such grace period, the premium will be enforced by way of debt execution.

- 4 If KLuG makes direct payment to health care providers the insured person is under an obligation to refund to KLuG the agreed yearly deductible and/or his/her contribution in cost within 30 days as of the invoice date. If the insured person does not fulfil his/her payment obligations, par. 5 shall apply.
- 5 If the insured person is resident of a Canton with a list according to art. 64a par. 7 "KVG", insurance cover will be suspended, except for emergency treatments, until all outstanding premiums, yearly deductibles, contributions, interests on arrears and debt enforcement costs shall be fully paid based on a respective ordinance of the cantonal implementation authority for compulsory health insurance. After full payment of all such costs, KLuG will compensate the costs of benefits incurred during the suspension.
- 6 With respect to the daily sickness allowance insurance KLuG shall order a payment stop if payment is not made within the grace period as per par. 3. KLuG will resume performance of its duties after payment of all outstanding premiums, including payment of arrears, costs for the reminders and debt enforcement proceedings. The insured person shall not be entitled to claim benefits for illnesses, accidents and their consequences, which occur during the payment stop; not even after full payment of all outstanding premiums, costs for reminder and debt enforcement proceedings.
- 7 Insured persons are not entitled to set off premiums due against outstanding benefits of KLuG.
- 8 All inconveniences and administrative cost resulting from late payment of premiums, deductibles and/or the patient's contributions in cost, such as but not limited to the cost of reminders, shall be borne by the insured person.

1.5 Legal Proceedings

Art. 12 Ruling

- 1 If the insured person does not agree to a decision made by KLuG, he/she may request that KLuG makes a written ruling.
- 2 Any ruling must state the grounds on which it is based and contain instruction on legal remedies. No party may be prejudiced by a defect in the notification procedure.

Art. 13 Objection

- 1 Any ruling is subject to objection to KLuG within 30 days as of its notification
- 2 Any decision on the objection must state the grounds on which it is based and contain instruction on legal remedies.
- 3 The objection proceedings are free of charge. There is no party indemnification.

Art. 14 Appeal

- 1 The decision on the objection is subject to appeal to the Cantonal Insurance Court, as specified in the decision's instruction on legal remedies, within 30 days as of its notification.
- 2 The insured person may also make an appeal if, contrary to his/her request, KLuG refuses to make a ruling or a decision on the objection.

Art. 15 Swiss Federal Insurance Court

Decisions of the Cantonal Courts are subject to appeal to the Swiss Federal Insurance Court.

2. Compulsory Health Insurance

2.1 Contents, Scope, Start and End of Insurance

Art. 16 Contents

The compulsory health insurance covers the economic consequences in the events of illness, maternity and accident, provided that no suspension of the accident cover is applicable, in accordance with the pertinent provisions of the Swiss Federal Law.

Art. 17 Start of Insurance

- 1 Subject to respect of the legal time-limits for the accession to the insurance (art. 3 "KVG"), the compulsory insurance cover shall start at the time of birth or whenever the insured person becomes a Swiss resident.
- 2 If accession to the insurance is delayed, insurance cover starts at the time of accession.

Art. 18 Delayed Accession

- 1 KLuG shall charge an extra payment for a period equivalent to the double of the delay at the time of accession to the insurance, but not exceeding 5 years, if the delay is not excusable. The extra payment amounts to 30 % to 50 % of the premium. KLuG shall fix the amount of the extra payment in relation to the financial situation of the insured person concerned.
- 2 If the extra payment causes financial distress to the insured person, KLuG may reduce the extra payment down to less than 30 %. KLuG shall thereby take into account the insured person's financial distress and the reasons of the delay.
- 3 If the premium is going to be paid by a social welfare authority, no extra payment shall be charged.
- 4 KLuG is not going to make any payments for benefits incurred before accession.

Art. 19 Cancellation of Insurance

- 1 The insured person with standard yearly deductible and no particular type of insurance may leave KLuG for another health fund subject to three months' written notice to the end of a calendar half year. If the insured person moves to KLuG from another health fund during the calendar year, KLuG shall impute the amount of the yearly deductible and contribution to cost which the insured person had already been invoiced in the calendar year concerned.
- 2 Following the notification of the new premium, the insured person may move to another health fund subject to one month written notice to the end of the calendar month that precedes the entry into force of the new premium.
- 3 A change to a type of insurance with higher or lesser yearly deductible may be made subject to the notice periods as per par. 1 and 2 to the end of a calendar year. A change from the standard insurance to an insurance type with a restricted choice of health care providers is possible at any time.

Art. 20 Suspension of Insurance Cover

- 1 Insured persons who are covered against the accident risk according to the Federal Accident Insurance Law ("UVG") may require the suspension of their accident cover. KLuG will suspend the respective cover upon request by the insured person if he/she provides evidence of full cover under the "UVG". The premium will decrease accordingly. The suspension of the insurance cover is valid as of the first day of the calendar month following the request for suspension at the earliest.
- 2 KLuG will inform the person to be insured of his/her right of suspension of accident cover in writing.

- 3 The insured person is under an obligation to immediately inform KLuG if he/she is no longer covered against occupational and/or non-occupational accident risks according to the "UVG".

Art. 21 Behaviour in case of Illness or Accident

- 1 The insured person is under an obligation to comply with his/her doctor's instructions; he/she shall do everything that will favour his/her recovery and refrain from anything that will slow it down.

2.2 Rules governing the Benefits

Art. 22 Benefits

- 1 KLuG bears the cost for benefits as per the respective Rules of the Federal Law.
- 2 These include:
- a) The examinations, treatments and care services that may be performed by doctors, chiropractors or persons who act on the instruction or on behalf of a doctor or a chiropractor as outpatient treatment, at house calls, wholly or partially stationary or in a nursing home.
 - b) The analyses, medication and other means or objects that are necessary to the respective treatment or examination as ordered by the doctors or, in accordance with the respective rules determined by the Swiss Federal Government, by chiropractors.
 - c) A contribution to the cost of medically ordered courses of bathing.
 - d) Measures of medical rehabilitation organised or ordered by a doctor.
 - e) The cost of a stay in the general section of a hospital.
 - f) A contribution to the cost of medically necessary transport and to the cost of rescue.
 - g) The services of pharmacists with respect to the sale of medication ordered in accordance with lit. b.
 - h) At childbirth, the stay in a birthing clinic.

The amount of the benefits paid shall be determined in accordance with the applicable contracts and tariffs.

- 3 KLuG will pay the cost of emergency treatment abroad in the event and in the amount as specified by the Swiss Federal Law. Emergency means that the insured person requires medical treatment during a temporary stay abroad and the journey back to Switzerland would not be appropriate. No emergency exists if the insured person travels abroad with the purpose to get medical treatment abroad.
- 4 Furthermore, the payment of benefits performed abroad is subject to provision of the Federal Law. The provisions regarding international insurance assistance are reserved.

Art. 23 Accidents

If no mandatory accident insurance applies, KLuG will provide the same benefits in the event of accident according to art. 3 par. 2 as in the event of illness.

Art. 24 Maternity

- 1 In addition to the same benefits as in case of illness, KLuG also bears the cost for special benefits in case of maternity.
- 2 These special benefits include:
- a) The check examinations during and after pregnancy ordered or performed by a doctor or a midwife;
 - b) The delivery at home, in a hospital or in a birthing clinic as well as the obstetrics by doctors or midwives;
 - c) The necessary lactation counselling;
 - d) The nursing and the stay of the new-born healthy child in the hospital as long as the mother stays in hospital care.
- 3 The insured person will have no share in the cost for the benefits as per par. 2.

Art. 25 Dental Care

- 1 KLuG bears the cost for dental care if such treatment is:
- a) due to a serious, unavoidable illness of the masticatory apparatus; or
 - b) due to a serious general illness or the consequences thereof; or
 - c) necessary for the treatment of a serious general illness or the consequences thereof.
- 2 KLuG will bear the cost of damages to the masticatory apparatus following an accident as per art. 3 par. 2.
- 3 Serious general disease means all illnesses as mentioned in the Health Care Service Regulations ("Krankenpflege-Leistungsverordnung").

Art. 26 Other Benefits

Benefits regarding medical prevention, congenital disability and lawful termination of pregnancy are subject to the respective provisions of the Swiss Federal Law.

Art. 27 Health care providers

Health care providers who fulfil the respective prerequisites of the applicable Swiss Federal Law may perform services at the expense of KLuG.

Art. 28 Choice of Health Care Provider

- 1 The insured person is entitled to freely choose his/her health care provider among the registered health care providers.
- 2 Particulars are specified in art. 41 of the KVG.

2.3 Premium Scale

Art. 29 Premium Classification

- 1 The premiums are adjusted according to the Cantons and the regions. The insured person's place of residency is decisive.

2 KLuG will grant premium reductions for children under the age of 18. Such reductions may also be granted for young adults between 19 and 25 years.

2.4 Cost Sharing

Art. 30 Annual Deductible and Contribution to Costs

1 The insured person shall participate in the cost of his/her treatment, including a fixed annual deductible ("deductible"), retention of 10 % of the cost exceeding the annual deductible and, under certain conditions, a contribution to the costs of a hospital stay. The yearly retention is limited to a maximum amount.

2 No deductible is owed for children.

3 No cost share is due in the event of maternity.

2.5 Particular Types of Insurance

Art. 31 Selectable Deductibles

1 Besides the ordinary health insurance, KLuG offers types of insurances where the insured person may opt for an increased deductible towards premium reduction.

2 The choice of a type of insurance with a higher or lesser deductible and the transfer to such type of insurance may only occur with effect from the beginning of a calendar year.

3. Voluntary Daily Sickness Allowance Insurance

3.1 Contents and Scope of Insurance

Art. 32 Contents

The daily sickness allowance insurance covers the economic consequences of an incapacity for work due to sickness or maternity.

Art. 33 Deferral periods

The insured may choose among deferral periods of 30, 60, 90, 120, 150, 180, 210, 240, 300 or 360 days.

Art. 34 Maximum Insurance Cover

KLuG fixes the maximum limit for the daily sickness allowance insurance. The maximum amount may not be exceeded by accumulation of various deferral periods.

3.2 Insurance relationship

Art. 35 Insurance and Supplementary Insurance

1 Individuals who have their place of residence or work in Switzerland and who are at least 15 years old and have not reached 65 years may take out daily sickness allowance insurance.

2 When new contracts are signed, the minimal daily allowance is CHF 10.00.

3 If the insured person moves from another health fund to KLuG, the free movement of the insured person according to art. 70 KVG will be granted.

4 Insured persons whose premiums for the daily sickness allowance insurance is overdue or who have received the maximum benefits from another health fund may no longer apply for daily sickness allowance insurance.

5 The insured daily sickness allowance may be increased with effect of the first day of the calendar month following the request for increase.

Art. 36 Application

1 Application to the daily sickness allowance insurance is made by completely and truthfully filling in the application form.

2 By filling in the application form, the applicant authorises his/her doctors, hospitals and/or other medical persons to inform KLuG or its fiduciary doctors of his/her state of health or the progress of a disease or accident to the extent such information is relevant to the assessment of the application and the implementation of the daily sickness allowance insurance.

3 If doctors, hospitals or other medical persons refuse to provide KLuG with the relevant information, the applicant shall get it by himself/herself and make it thereafter available to KLuG.

4 KLuG may have the applicant examined by its fiduciary doctor at the cost of KLuG.

Art. 37 Acceptance under reserve

1 Illnesses existing at the time of conclusion of the insurance or supplementary insurance or illnesses which have existed previous to the conclusion of the insurance or supplementary insurance and are commonly known to recur may be excluded from insurance.

2 The insured person will be informed of the reserve in writing. The reserve shall be valid as of the beginning of the insurance for a period of five years and thereafter becomes obsolete without further notice.

3 The reserve may become obsolete before the expiry of the five years based upon a medical certificate, produced by the applicant to the KLuG fiduciary doctor, certifying that the applicant has fully recovered from the illness. The insured person bears the cost of the respective certificate.

Art. 38 Subsequent Reserve

If the application form was incomplete or untruthfully filled in, KLuG may issue a subsequent reserve in the sense of art. 37.

Art. 39 Conversion of Insurance

1 Subject to fulfilment of all requirements as per art. 35 par. 1 and no increase of the overall premium, the amount of the daily sickness allowance and the duration of the deferral period of the existing insurance may be changed at any time without effect on the age classification.

2 Irrespective of their state of health unemployed insured persons may convert their existing daily sickness allowance insurance to insurance with a 30 days deferral period.

3 A request according to par. 1 and 2 shall be made within three months of the occurrence of the reason for the conversion.

Art. 40 Reduction, Cancellation and Expiry of the Insurance

- 1 The insured person may cancel or reduce the daily sickness allowance insurance in writing with 3 months' notice period to the end of a month.
- 2 The insured person may cancel the daily sickness allowance insurance in writing to the end of a calendar month for one of the following reasons:
 - a) Permanent change of place of residence abroad;
 - b) Increase of the daily sickness allowance insurance premium;
 - c) Transfer to the mandatory daily sickness allowance insurance of the employer.
- 3 KLuG shall reduce the existing daily sickness allowance insurance if permanent over insurance is likely.
- 4 The daily sickness allowance insurance will expire upon exhaustion of the maximal benefit duration. The insurance shall end when the insured reaches the Swiss pension age ("AHV" age).
- 5 If the insured person behaved abusively or otherwise improperly in a way that makes it impossible to KLuG to continue the insurance, KLuG may expel the insured person from the daily sickness allowance insurance.

3.3 Premium Rules

Art. 41 Assessment of Premium and Duty to Pay the Premium

- 1 The premiums may vary according to the age at the time of conclusion of the insurance and the regions.
- 2 Additionally, the provisions of art. 11 shall apply by analogy.

3.4 Benefits

Art. 42 Prerequisites

- 1 The insured person is entitled to benefits if he/she is fully or at least 50 % incapacitated for work according to a medical certificate. The meaning of incapacity for work is defined in art. 3.4.
- 2 The insured person shall inform KLuG of his or her incapacity to work within 5 days as of the expiry of the agreed deferral period. In addition, the insured person shall produce an incapacity certificate of a physician or a chiropractor within a further three days.
- 3 In the event of late production of the incapacity certificate, the insured person is entitled to benefits as of its reception date by KLuG at the earliest. The insured person is entitled to produce evidence that the delay occurred without his/her fault.
- 4 The insured person must prove the uncovered loss of earnings.
- 5 If the insured person cannot provide evidence for the uncovered loss of earnings, he/she will be entitled to a payment of maximum CHF 10.00 per day.
- 6 KLuG is entitled to make verification visits or ask third parties to make such visits.

Art. 43 Deferral period and Start of Insurance

- 1 Upon expiry of the agreed deferral period, the insured person is entitled to a daily allowance.

- 2 Provided daily sickness allowances have to be paid, the deferral period is calculated once within 365 days.

Art. 44 Duration of Benefits

- 1 The insured daily allowance shall be paid for one or several insured events for a maximum of 720 days within 900 consecutive calendar days. Upon achievement of the maximum duration, no further payments will be made.
- 2 If a deferral period of 30 or more days was agreed, the respective period will be imputed on the maximum benefit duration. If the claim for daily sickness allowance is subject to a deferral period during which the insured person will receive salary payments of his/her employer, the minimal duration for allowances may be reduced by the respective period.
- 3 If the daily allowance is reduced due to overcompensation according to art. 46, the insured person is entitled to the equivalent of 720 full daily allowances payments. The delays for receiving any allowance shall be prolonged according to the reduction.
- 4 The insured person may not waive his/her right to benefits under the daily sickness allowance insurance to forestall the exhaustion of such insurance.

Art. 45 Partial Incapacity for Work

- 1 If the insured person is partially incapable for work, KLuG shall pay a respectively reduced daily allowance for the period mentioned as per art. 44 par. 1. Incapacity to work inferior to 50 % shall not give raise to any payment. Insurance cover for the remaining capacity to work will be maintained.
- 2 The provisions of art. 73 "KVG" shall apply to unemployed persons.

Art. 46 Overcompensation

- 1 The insured person is entitled to benefits under the daily sickness allowance insurance provided no overcompensation occurs.
- 2 Overcompensation exists to the extent that the benefits received from mandatory social insurance funds exceed the presumed loss of earnings plus additional costs due to the occurrence of the insured event and possible loss of earnings of relatives.
- 3 The insured person is under an obligation to inform KLuG of an expected overcompensation.
- 4 If the insured person is not able to produce evidence regarding his/her uncovered loss of earnings, art. 42 par. 5 shall apply.

Art. 47 Maternity

- 1 In case of pregnancy and childbirth KLuG shall pay a daily allowance for 16 weeks in addition to the compulsory maternity indemnification (Income Compensation Law "EOL") if at the time of confinement, daily sicknesses allowance insurance existed with a recognised health fund for at least 270 days, without interruption of more than three months. At least eight of the 16 weeks have to be after confinement.
- 2 Incapacity of work within two weeks of confinement shall be set off against the period mentioned in par. 1 irrespective of its reasons.
- 3 Maternity benefits shall not be imputed on the maximum duration of benefits.
- 4 If a deferral period for maternity was agreed, such period shall be imputed on the duration of maternity benefits.

Art. 48 Daily Sickness allowance Insurance during a Stay Abroad

- 1 The daily sickness allowance insurance shall cease to exist if the insured person leaves the territory of KLuG.
- 2 The insured person may maintain the daily sickness allowance insurance at KLuG if he/she works for an employer in Switzerland or stays abroad for the purpose of further training.
- 3 The daily allowance for incapacity of work abroad shall only be paid during a stay in a hospital. Claims under the Agreements with the EU or the EFTA are reserved.

Art. 49 Reduction and Refusal of Benefits

- 1 If the incapacity of work was due to or aggravated by intentional act of the insured person or by him/her intentionally committing a crime or an offence, KLuG may temporarily or permanently reduce the benefits, in particularly serious cases it may refuse any benefits.
- 2 If the insured person is responsible for family members, the reduction according to par. 1 is limited to maximum half of the amount of the daily allowance.

4. Miscellaneous

Art. 50 KLuG-Card (EU Health Insurance Card)

- 1 Persons insured according to the compulsory health insurance shall receive the KLuG-Card. It is proof of insurance to the health care providers. Subject to the conclusion of respective agreements the insured person is entitled to receive benefits in Switzerland and in the EU, for example he/she shall receive medicaments.

- 2 The KLuG-Card is valid as long as insurance cover exists. It may not be lent or transferred or made accessible to third parties. If the Card is lost or gets lost, the insured person shall inform KLuG without delay. If insurance cover no longer exists, the card shall be destroyed without delay.
- 3 If KLuG incurs damages due to improper use of the Card, the person, in whose name the card had been issued, shall be liable for all damages. He/she shall particularly have to reimburse to KLuG all wrongly paid benefits and the cost and inconveniences related thereto.

Art. 51 Cooperation Agreements with Companies

Cooperation Agreements may contain provisions that differ from these general terms and conditions. The provisions according to the Cooperation Agreement prevail over these General Terms and Conditions for the persons insured under the respective Agreement.

Art. 52 Entry into Force

These General Terms and Conditions supersede the terms of 1 January 2014 and enter into force on January 1, 2017.

