



General Insurance Conditions (GIC)

AXA Healthcare

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Key points at a glance

We are happy to provide an overview of our insurance offering.

The following overview provides information about the most important contractual conditions. It is for information purposes only. The provisions in the policy, in the General Insurance Conditions (GIC, A1 – G13), and in the Supplementary Insurance Conditions (SIC) are legally binding.

Who is the insurance carrier?

AXA Insurance Ltd, General Guisan-Strasse 40, 8401 Winterthur (hereinafter referred to as “AXA”), a stock corporation with registered office in Winterthur and a subsidiary of AXA Group.

Which risks can be insured against?

With AXA Healthcare, the economic consequences of illness, maternity, and accidents can be insured (GIC B1 and C6) over and above social insurance, and in particular over and above mandatory health insurance and / or accident insurance, in the context of the following GIC, and according to the SIC.

What does coverage include?

The benefits covered on an individual basis are detailed in the SIC (cf. GIC C1).

The individual insurance products are either indemnity insurance or fixed-sum insurance (GIC B2).

What exclusions apply?

What is not insured is specified under C3 of the GIC and the SIC. For example, illnesses and accidents resulting from war, participating in crime, and other dangers are excluded. Maternity coverage is only available after 365 (three hundred and sixty five) days (GIC B3).

Where is the insurance valid?

In Switzerland (GIC A4).

What applies with respect to premium payments?

The premium is based on the premium rates shown in the quotation / application and the policy (GIC D1).

AXA can modify the premiums if necessary. It will inform the insured 30 (thirty) days before the end of the calendar year. The insured is then entitled to terminate the insurance product affected by the increase in premium (GIC D2).

What are the obligations of the insured?

The insured must in particular:

- pay the premiums on or before the due date (GIC D3 f.);
- on taking out the contract, inform AXA about any existing illnesses and accidents in full and truthfully (GIC E1).

When does the notice of claim need to be filed?

Illnesses and accidents that can be expected to result in benefit claims must be reported without delay, in full and truthfully (GIC E2).

When does the insurance contract begin and end?

Insurance coverage begins on the date shown in the policy. The contract generally runs for 1 (one) year. Afterwards, it is extended for 1 (one) year at a time unless notice of termination is given no later than 3 (three) months before the end of a calendar year (GIC G1 and G5).

AXA's obligation to provide benefits ceases entirely with the end of the contract (GIC A6.2).

To which types of insurance do the following GIC apply?

The following GIC apply to AXA products in respect of supplementary health insurance (Healthcare) in accordance with the Federal Act on Insurance Contracts (ICA; GIC A1). The contents of the individual supplementary insurance products are governed by the SIC (GIC C1).

What information does AXA use and how?

In the context of preparing and processing the contract, AXA gains an insight into personal information about the insured person. These data are processed, stored and passed on to third parties by AXA in accordance with legal and contractual provisions (GIC G7).

How can the right of withdrawal be exercised?

The policyholder may withdraw from the contract with AXA within 14 days of its acceptance. This deadline will be met if AXA receives notice of the withdrawal in writing or in another form that provides textual proof by no later than the last day of the withdrawal period.

As a consequence of withdrawal, benefits already received must be paid back (GIC A7).

Important!

The provisions that apply to your insurance contract can be found in the application or in the policy and in the following General Insurance Conditions (GIC) as well as in the applicable Supplementary Insurance Conditions (SIC) relating to the insurance product you have chosen.

General Insurance Conditions (GIC)

Part A

Validity of the GIC and the insurance

A1 For which contracts do these GIC apply?

These GIC apply to AXA products in respect of supplementary health insurance (Healthcare) in accordance with the Federal Act on Insurance Contracts (ICA).

A2 What does the insurance cover?

A2.1 With Healthcare from AXA, the economic consequences of illness, maternity, and accidents are insured over and above social insurance, and in particular over and above mandatory health insurance according to the Federal Act on Health Insurance (KVG) and / or accident insurance according to the Federal Act on Accident Insurance (UVG) (also see C6).

A2.2 The scope of coverage is based on these GIC and the applicable SIC for the insurance contract.

A3 Who is insured?

A3.1 The insured is stated in the policy.

A3.2 The policyholder is the person who concludes the insurance contract for him / herself or for another person. If a policyholder concludes insurance for another person, it is the policyholder's responsibility that the insured meets their duties and obligations under the insurance contract.

A4 Where is the insurance valid?

A4.1 The insurance is valid for treatments in Switzerland, unless otherwise specified in these GIC and the applicable SIC.

A4.2 Outside of Switzerland, AXA only covers emergency treatment during a temporary stay abroad lasting one year at most, unless otherwise specified in the SIC. After one year, AXA's obligation to provide benefits ceases to apply for the remainder of the stay abroad.

A5 What are the conditions of acceptance?

A5.1 The insured or their representative must complete the insurance applications or changes using the correct form, including the health declaration, truthfully and in full, and sign and send them to AXA.

A5.2 AXA can make the acceptance decision dependent on a medical examination. Further, AXA reserves the right to apply restrictions or exclusions to the insurance application, and to accept or reject the application.

A6 When does coverage begin and end?

A6.1 Coverage essentially begins when the contract commences according to G1.1. Waiting and qualifying periods are reserved in accordance with these GIC and SIC.

A6.2 AXA's obligation to provide benefits (subject to periodic benefit obligations as defined by Art. 35c ICA) ceases entirely with the end of the contract. The same applies to ongoing insurance cases. The date of treatment is definitive.

A7 How can the right of withdrawal be exercised?

The policyholder may withdraw from the contract with AXA within 14 days of its acceptance. This deadline will be met if AXA receives notice of withdrawal in writing or in another form that provides textual proof by no later than the last day of the withdrawal period. As a consequence of withdrawal, benefits already received must be paid back.

Part B

Insured events

B1 What events can be insured by Healthcare from AXA?

The risks of illness, maternity, and accidents can be insured under Healthcare from AXA. The individual risks that are covered under AXA's insurance products can be found in the insurance policy and the applicable SIC.

B2 How are insured events reimbursed in the event of a claim?

The individual insurance products are either indemnity insurance or fixed-sum insurance.
In the case of indemnity insurance, the defined portion of the loss is reimbursed up to a maximum limit.
In the case of fixed-sum insurance, the sum insured when the insured event occurred is paid out, irrespective of the actual size of the loss.
The details are specified in the Supplementary Insurance Conditions (SIC).

B3 What is illness?

An illness is any impairment of physical, mental, or psychological health that is not the result of an accident and that requires a medical examination or treatment or leads to incapacity for work.

B4 What is maternity?

Maternity comprises the pregnancy, the confinement, and the subsequent recovery period of the mother. For maternity, AXA grants the same benefits as for illness. An entitlement to benefits in connection with maternity exists provided the mother was covered against illness for at least 365 (three hundred and sixty five) days when she entered confinement.

B5 What is an accident?

B5.1 An accident is a sudden, unintended detrimental effect from an unusual external factor on the body that results in physical, mental, or psychological impairment, or in death.

B5.2 Accident-like physical injury and occupational diseases in accordance with the Federal Act on Accident Insurance (UVG) are deemed to be the equivalent of an accident.

B5.3 The following physical injuries (exhaustive list) are also deemed to be the equivalent of an accident, provided they cannot be attributed unequivocally to illness or degeneration, even in the absence of any unusual external factors:

- broken bones;
- sprained joints;
- meniscus ruptures;
- muscle ruptures;
- torn muscles;
- ruptured tendons;
- injured ligaments;
- injured eardrums.

B5.4 The risk of accident is essentially co-insured. An exclusion of the risk of accident is defined in the policy.

Part C

Insured benefits

C1 What does the insurance cover?

C1.1 Essentially, benefits focus on effective, appropriate, and cost-efficient diagnostic and therapeutic measures, medication, and medical aids that are provided by a recognized service provider according to C2. Medicinal measures are considered inefficient if they are not limited to the interests of the insured (e.g. treatments that do not achieve greater treatment success) and to the scale required for the purpose of treatment. The effectiveness must be proven by scientific methods provided this is possible and appropriate using the applied processes.

C1.2 The requirements for entitlement to benefits and the extent of the benefits are defined on an individual basis in the SIC.

C1.3 AXA's indemnity is limited to CHF 10 (ten) million per calendar year.

C2 What is a service provider?

C2.1 Service providers are defined as those persons and institutions recognized as such by AXA and /or in accordance with the Federal Law on Health Insurance (KVG).

C2.2 AXA maintains lists of the recognized and non-recognized service providers. The lists can be obtained via the AXA Service Center unless otherwise specified in the SIC. In addition, AXA can publish the lists on the internet.

C3 What is not insured?

C3.1 The following, including complications and sequelae, are not covered, unless otherwise specified in the SIC:

- illnesses, accidents and their consequences that were already present when the insurance was concluded;
- illnesses, accidents and their consequences following expiry of the insurance, even if services were provided during the insurance term;
- the costs of an ineffective, inappropriate, or inefficient treatment;
- services for stays in or at service providers in accordance with C2, that do not or no longer serve the essential improvement of the state of health (e.g. long-term care of chronically sick persons);
- costs for treatment, care, or birth if the insured has gone abroad for this purpose; AXA only pays benefits for as long as the insured cannot be expected to return to Switzerland; exceptions to this provision can be specified in the SIC;
- cosmetic treatments and operations;
- artificial insemination and infertility treatment;
- sex changes;
- dental treatment, provided such treatment is not explicitly included in individual policies;
- services for physical withdrawal such as withdrawal treatments;
- transplants;

- slimming treatments, strengthening therapies, and cell therapies;
- services for treatments, for which non-illness-related or non-accident-related treatments are the focus, and that have a social background (e.g. marriage counseling, counseling on self-awareness, self-realization or personality development);
- cost contributions, patient shares and expenses, especially legal and agreed cost contributions of mandatory health insurance;
- measures ordered by a judicial or administrative authority;
- services that are to be provided by the public authorities in accordance with the Federal Law on Health Insurance (KVG).

C3.2 Similarly, no benefits will be provided for illnesses and accidents, including complications and sequelae, in connection with:

- violations of neutrality and warlike events
 - in Switzerland and the Principality of Liechtenstein or
 - abroad, unless insureds become ill or suffer an accident within 14 days after the first occurrence of such events in the country in which they are staying and they were surprised by the outbreak of warlike events there;
- the use of nuclear and radioactive substances for military purposes in Switzerland and abroad in times of war and of peace;
- the effects of ionizing radiation and damage / losses due to nuclear energy;
- epidemics and pandemics;
- earthquakes or other severe earth tremors and meteor strikes;
- intentional or grossly negligent commitment of a crime or felony, or its attempt, by the insured;
- self-mutilation, suicide, and attempted suicide;
- consumption of drugs, chemicals, narcotics and addictive substances, and the misuse of alcohol and medication;
- assumption of extraordinary risks as per Art. 49 of the Ordinance on Accident Insurance (UVV), and in particular:
 - participation in civil unrest, demonstrations, or similar events;
 - foreign military duty;
 - participation in warlike acts, acts of terror;
 - participation in brawls and fights, unless insureds are injured by the combatants although they themselves are non-participants or while they are assisting a defenseless person;
 - risks to which insureds expose themselves by strongly provoking others;
 - participation in motor vehicle and motor boat races and training for these, and rallies or any such race driving on racing or training tracks or courses;

- committing acts of daring as per Art. 50 of the Ordinance on Accident Insurance (UVV); acts of daring are acts through which insureds expose themselves to particularly great danger without taking or being able to take the necessary precautions to reduce the risk to a reasonable extent; however, missions to rescue persons are covered even if they are considered to be acts of daring themselves.

C3.3 The right to make further benefit exclusions in accordance with the SIC is reserved.

C4 When are reductions applied to insurance benefits?

C4.1 Provided the coverage does not last for a full calendar year, any insured maximum amount according to the SIC or policy is reduced proportionately.

C4.2 AXA can also reduce the insured benefits and – in especially serious cases – refuse them if the insured is in breach of their obligations in accordance with E3.

C4.3 AXA waives its right to reduce its benefits in the event of gross negligence. However, no benefit entitlement exists for benefit reductions by other insurers.

C5 What needs to be considered when an insurance contract is replaced by a new one?

If AXA replaces an insurance contract with a new one, restricted benefits drawn earlier under the replaced policy are taken into account when determining future benefits.

C6 What is the impact of benefits from other insurers and third parties?

C6.1 All contractually agreed benefits from AXA are available subsequent to the benefits in accordance with the Swiss legislation on military, accident, disability, and health insurance, the benefits provided by other social insurance, and the benefits provided by corresponding foreign insurers.

C6.2 If other private insurers are providing benefits, AXA provides its share of benefits according to the legal provisions (cf. Art. 46c (1) ICA). Different provisions under the SIC are reserved.

C6.3 If third parties are liable for the consequences of an illness or accident, AXA will not provide benefits to this extent under the proviso of the following paragraphs C6.4 and C6.5.

C6.4 AXA can provide benefits as an advance on condition that the insured assigns its rights vis-à-vis third parties up to the amount of the advanced benefits and undertakes not to take any action preventing the assertion of any right of recourse vis-à-vis third parties. In this case, the cost contributions are still owed.

C6.5 If the insured concludes an agreement with the third party with a benefit obligation without AXA's consent, whereby they waive their right in part or in full to insurance benefits or claims for damages, their entitlement to benefits vis-à-vis AXA shall cease.

Part D

Premiums and cost contributions

D1 How high are the premiums and cost contributions?

- D1.1** The premiums essentially relate to the valid policy for the relevant calendar year.
- D1.2** Separate premium categories may apply depending on various premium-relevant criteria (premium levels), such as age, gender, the declared state of health prior to conclusion of the contract, or the place of residence of the insured. AXA must be informed of any change in the place of residence (cf. E1.3).
- D1.3** Cost contributions and deductibles are specified in the SIC.

D2 How are the premium rates and cost contributions modified during the ongoing contract term?

- D2.1** AXA can modify the premium rates and the cost contributions each year on the basis of the development of costs and the claims experience, and due to changes in the scope of coverage and changes in the law.
- D2.2** 30 (thirty) days before the end of the calendar year at the latest, AXA announces in writing or in another form that provides textual proof any changes in premium rates and cost contributions as well as adjustments to premiums due to the insured moving into a new age category. Further details of the age groups used may be found in the Supplementary Insurance Conditions (SIC) relating to the individual insurance products.
- D2.3** If the insured does not agree with the change, they can terminate the corresponding insurance product in writing or in another form that provides textual proof with effect from the end of the current calendar year. The notice of termination is considered to have been submitted on time if it is received by AXA during standard office hours at the latest 30 (thirty) days after the announcement of the change. Notice of termination sent electronically by the insured will be similarly confirmed electronically by AXA.
- D2.4** If the insured does not terminate the contract, this is understood as acceptance of the change to the corresponding contract.
- D2.5** If a premium adjustment occurs due to a change of residence, AXA amends the premium at the time of the move. The insured has no right to terminate the contract due to a premium adjustment of this nature.

D2.6 AXA can grant discounts for employees of companies. These discounts are set out in master agreements with the employers. Adjustments to discounts and eligibility provisions can be made at the start of a calendar year. In the event of any adjustment to discounts, the insured can terminate the corresponding product on an extraordinary basis pursuant to D2.3. There is no extraordinary right of termination if the insured is no longer granted the discount on the basis of the eligibility provisions.

D2.7 AXA can grant family discounts. The amount of and provisions for current family discounts can be viewed on the AXA website (under FAQ) and in the policy. Family discounts are valid until the end of the year following the year in which the contract was concluded and tacitly renewed unless a change is communicated in writing. Adjustments to the amount of and provisions on the conditions for granting family discounts can be made by AXA at the start of a calendar year. In the event of any adjustment to the amount of or provisions for family discounts, the insured can terminate the corresponding product on an extraordinary basis pursuant to D2.3. There is no extraordinary right of termination if the family discount is no longer granted on the basis of the provisions.

D3 When are the premiums due?

In principle the premiums are due monthly in advance. By special agreement, they can also be paid every 2 (two) months, 3 (three) months, 6 (six) months, or 12 (twelve) months.

D4 What happens if payment is in arrears?

- D4.1** If the insured does not meet their payment obligation by the due date, they will be instructed in writing or in another form that provides textual proof with reference to the consequences of late payment according to Art. 21 (1) ICA, to pay the outstanding premiums within 14 (fourteen) days after the reminder was sent.
- D4.2** If the reminder is ignored, AXA's obligation to indemnify is suspended as of the date on which the reminder period ends. For illnesses, accidents and their consequences that occur during the suspension of AXA's obligation to provide benefits, AXA is not liable, even after payment of the outstanding premiums.
- D4.3** The insured shall bear the costs incurred by AXA for issuing the reminder (reminder fees).
- D4.4** The obligation to provide benefits is restored once the outstanding premium plus interest and costs has been paid.

D4.5 AXA can take legal action in order to collect outstanding premiums.

D4.6 In the first 2 (two) months after the expiry of the reminder period, AXA reserves the right to forgo collection of the outstanding premiums and to withdraw from the insurance contract.

D5 When is the premium refunded?

If the premium has been paid in advance for a specified contract term, and the insurance contract ends for legal or contractual reasons before the end of this term, AXA refunds the part of the premium paid in advance for the remaining period of the calendar year proportionately.

D6 What applies when repaying cost contributions?

D6.1 If AXA makes direct payments to the service provider, the insured is obligated to pay the agreed cost contributions and deductibles within 30 (thirty) days after being invoiced by AXA.

D6.2 If the insured fails to meet their payment obligation, D4 applies by extension.

Part E

Obligations of the insured

E1 What are the general obligations of an insured?

- E1.1** The insured must include all material circumstances necessary to assess the insured risks, i.e. any existing illness or consequences of accidents at the time of the application and any earlier illnesses or consequences of accidents from which recovery has been made, truthfully and in full on the application form, insofar as and as they are known or should be known at the time of answering the questions pursuant to Art. 4 (1) ICA.
- E1.2** The insured hereby releases the service provider, who is treating them or has treated them, from their professional secrecy obligation toward AXA and authorizes them to provide AXA with any information requested.
- E1.3** If the insured's place of residence changes, AXA must be informed without delay.

E2 What are the obligations in an insurance case?

- E2.1** If an illness or accident is expected to result in the need for benefits, the insured must undergo expert medical treatment without delay. The insured must do everything they can to promote recovery and to desist from actions that endanger or delay recovery (obligation to minimize loss). They must in particular follow the instructions of the doctor or other service provider.
- E2.2** The insured must inform AXA truthfully and in full about everything that relates to the insurance benefits claimed. The insured undertakes to submit to AXA all documents and receipts required to assess the obligation to provide benefits, in particular original invoices and medical certificates. AXA is entitled to demand additional receipts from the insured and to obtain additional information and documents from the service providers.
- E2.3** The insured grants AXA the right to seek the advice of its medical experts in assessing its contractual benefit obligation. AXA's medical experts are entitled to examine all the relevant documents of the insured in assessing AXA's obligation to provide benefits. On AXA's instruction, the insured must agree to undergo a medical examination by doctors mandated by AXA. AXA bears the costs of this examination.

E2.4 The insured must inform AXA without delay with regard to benefits granted by third parties, e.g. other insurers.

E2.5 AXA does not grant any benefits against untruthful or falsified invoices and in the event of **insurance fraud** or attempted fraud. In such cases, **the insured must meet the costs that arise** for the invoice check by AXA or its authorized representative, as well as for the processing of the dossier. AXA reserves the right to claim further compensation for damages.

E2.6 In the event of enrollment for inpatient treatment, AXA must be informed without delay, and at the latest within 5 (five) days of enrollment. If, according to the SIC, coverage confirmation by AXA is required, AXA must be notified prior to enrollment.

E3 What are the consequences if the insured violates their obligations?

- E3.1** If the insured violates their contractual duties or obligations in the event of a claim, AXA can refuse to grant benefits or reduce them at its discretion.
- E3.2** These legal disadvantages do not apply if the violation of obligations under Art. 45 ICA is deemed to be non-culpable in accordance with the circumstances or if the policyholder provides evidence that the violation had no impact on the occurrence of the feared event or on the amount of the benefits to be paid by the insurance company. The insured must meet the non-fulfilled obligation deemed to be non-culpable immediately following removal of the hindrance (Art. 45 (3) ICA).
- E3.3** If important circumstances according to E1.1 are wrongly communicated or not disclosed at all, AXA can withdraw from the entire contract in writing or in another form that provides textual proof within 4 (four) weeks after it has become aware of the violation of the duty to notify. Termination becomes effective on the date when the insured receives the declaration. If the contract ends by termination, AXA is released from its benefit obligation regarding loss that has already occurred, provided its cause or scope was influenced by the falsified or omitted information about the significant risk circumstance. If the indemnity has already been paid, AXA is entitled to a reimbursement of the amount.

Part F Miscellaneous

F1 Who owes the fees payable to the service providers?

The insured owes the fees payable to the service providers. However, the insured accepts alternative agreements between AXA and the service providers that specify direct payment to the service providers.

F2 How does AXA indemnify the insured?

AXA transfers payments to the insured free of charge in favor of their bank or postal account. If the insured wishes to receive payment in a different way, AXA charges any applicable fees plus an amount for the additional cost of administration.

F3 Are agreements regarding fees recognized by AXA?

F3.1 Agreements regarding fees between the insured and the service providers are not binding on AXA. Entitlement to benefits exists only to the extent of the corresponding service provider's tariff as recognized by AXA.

F3.2 Essentially, AXA recognizes the tariffs valid under Swiss social insurance. Different arrangements in the SIC are reserved.

F3.3 AXA may keep lists of the recognized tariffs pursuant to G9. The lists can be obtained via the AXA Service Center unless otherwise specified in the SIC.

F4 May claims be offset, pledged, or assigned?

F4.1 AXA is entitled to offset due benefits against amounts due from the insured. The insured has no right to offset payments against AXA.

F4.2 Benefits can neither be pledged nor assigned to third parties without AXA's express approval.

F5 When are benefits from AXA repayable?

Benefits wrongly drawn by the insured or benefits paid by AXA in error must be repaid.

F6 Does AXA issue insurance cards?

F6.1 AXA can issue the insured with an insurance card depending on the type of insurance concluded. This serves as an identification document regarding the concluded insurance policies vis-à-vis service providers. Insofar as the corresponding contracts have been concluded, the insurance card entitles the insured to draw benefits, especially medication.

F6.2 The insurance card is valid for the duration of the insurance coverage. It may neither be loaned nor transferred or otherwise made available to third parties. If the insurance card is lost or otherwise disappears, AXA must be informed immediately. After discontinuation of the coverage, the insured must destroy the insurance card immediately.

F6.3 If the insurance card is misused, liability for the loss suffered by AXA rests with the person in whose name the insurance card was issued. In particular the wrongly drawn benefits are to be repaid to AXA together with the associated costs and inconvenience. Non-culpable behavior pursuant to Art. 45 ICA is reserved.

F7 To where and how are communications made between the contracting parties?

F7.1 All communications sent to AXA's head office or to the agent listed in the insurance policy are legally valid.

F7.2 Communications from AXA are legally valid if sent to the latest contact details or address in Switzerland specified by the insured.

F7.3 Correspondence and contacts between the contracting parties must be in writing or in another form that provides textual proof.

Part G

Final provisions

G1 When does the insurance contract begin and for how long is it valid?

G1.1 Conclusion of the insurance contract is valid, subject to Art. 1 ICA, as soon as AXA informs the insured that it has accepted the application. The beginning of the insurance contract is defined in the policy.

G1.2 The insurance term depends on the insurance policy, but lasts at least 1 (one) year. The insurance period runs from January 1 to December 31 each year. At the end of the agreed insurance period, the contract is tacitly renewed by one additional year.

G2 When does the insurance contract end?

The insurance ends:

- with the death of the insured;
- on reaching the agreed age until which AXA grants coverage;
- on termination by the insured;
- on withdrawal by the insured (G5.3 below) or by AXA (E3.3 above);
- if the insured moves their place of residence abroad: at the end of the calendar year, provided no other arrangement has been made;
- if the insured lives abroad temporarily for more than 5 (five) years: at the end of the fifth calendar year after the stay abroad began, provided no other arrangement has been made;
- in the event of a suspension: at the end of the fifth calendar year after the suspension began;
- in the other cases set out in the policy, the GIC, the SIC, or by law.

G3 Can the insurance be suspended?

G3.1 Prior to commencing a stay abroad for longer than 1 (one) year, or for other important reasons, the insured can apply to suspend the insurance in return for a premium reduction. AXA can refuse a suspension application without stating the reasons.

G3.2 A suspension is granted for a maximum of 5 (five) years. Afterwards, the insurance ends (cf. G2). Further requirements and details on suspension can be specified by AXA unilaterally.

G4 What happens on departure from a group insurance contract?

G4.1 Insureds who leave their group insurance contract or leave it due to the termination of their group insurance contract can transfer to individual insurance within 30 (thirty) days. The insured is informed of their right of transfer.

G4.2 Those transferring are covered to the same extent as they were under the group insurance contract. Benefits drawn under the group insurance contract are offset against the individual insurance pursuant to C5. Any restriction that applied in the group insurance contract is carried forward.

G4.3 For the individual insurance premium, the premium rate for individual insurance valid at the time of the transfer applies.

G5 How does the insured terminate the insurance contract?

G5.1 Any individual insurance can be terminated by the insured after expiration of the minimum contract term (cf. G1) provided they give notice to terminate of 3 (three) months to the end of a calendar year. If the term of the contract is more than 3 (three) years, the insured may terminate it as of the end of the third year or the end of any year thereafter.

G5.2 Notice of termination must be in writing or in another form that provides textual proof. It is considered to have been submitted on time if it is received by AXA during standard office hours at the latest on the final working day of the month prior to the start of the three-month notice period. Notice of termination sent electronically by the insured will be similarly confirmed electronically by AXA.

G5.3 After each claim for which AXA is required to provide benefits, the insured can give notice of termination of the corresponding insurance product in accordance with Art. 42 ICA in writing or in another form that provides textual proof at the latest within 14 (fourteen) days after having been notified of the last payment from AXA. In this case, coverage ends 14 (fourteen) days after AXA receives the notice of termination. AXA is still entitled to the premium for the current calendar year if the insured terminates the corresponding insurance product in the year following the year in which the contract was concluded.

G6 When can AXA terminate the insurance contract?

G6.1 According to Art. 35a (4) ICA, only the policyholder has the right to terminate the insurance contract on contract expiration (ordinary right of termination) and in the event of a claim. Both contracting parties' right to terminate for just cause (Art. 35b ICA) is reserved.

G6.2 Termination due to breaches of disclosure obligations (pursuant to E3.3), attempted or committed insurance fraud, or payment arrears, is reserved.

G7 How is data processed at AXA?

G7.1 While preparing and executing the contract, AXA obtains the following data:

- Customer information (name, address, date of birth, gender, nationality, bank account details, etc.), stored in electronic customer files;
- application information (on the risk to be insured, reports by experts, information on claims experience from the previous insurer, etc.), stored in the policy files;
- contract information (contract term, insured risks and indemnities, etc.), stored in contract administration systems such as physical policy files and electronic risk databases;
- payment information (dates of premium payments, amounts owed, reminders, credit balances, etc.), stored in debt collection databases;
- any claims information (notifications of loss, investigation reports, invoices, etc.), stored in physical claims files and electronic claims application systems;
- invoice information (provided by the insured person or the service provider).

G7.2 AXA processes information that is derived from the contract documents or contract processing and uses this especially for the contract processing and management, for determining and requesting the premiums, risk assessment, the processing of claims, statistical analyses and marketing. Information is also obtained that AXA becomes aware of through the voluntary services of the AXA service package (e. g. billing service for health insurance fund, support when changing health insurance fund). AXA may delegate the processing of data (e. g. to an outsourcing partner).

G7.3 AXA may pass on the information necessary for processing contracts and claims to third parties in Switzerland and abroad involved in the processing, in particular to companies of the AXA Group, to supplementary or basic insurers, and to co-insurers and reinsurers. In order to check the benefits statements of foreign service providers, AXA may pass on information to their representatives. Insofar as is necessary for the processing of contracts and claims, information is passed on to other third parties, i. e. pledge holders, authorities, lawyers and external claims adjusters. Information may also be passed on to other liable third parties and their liability insurers for the purpose of enforcing recourse claims. Information may also be passed on for the purpose of uncovering or preventing insurance fraud.

G7.4 The master data, basic contract data (without application and claims data) and the customer profiles generated may be processed by other companies in the AXA Group and their partner companies in Switzerland and the Principality of Liechtenstein for the distribution of tailored offers of their services or for the streamlining of administration. If you prefer not to receive such advertisements, you can notify us at 0800 809 809 (AXA 24-hour phone).

G7.5 In connection with an insured event (claim), the medical staff providing treatment must be released from their non-disclosure obligations toward AXA. In case of a claim, AXA may also obtain relevant information from and inspect the files of authorities (the police or investigating authorities, motor vehicle inspection offices, or similar offices), other insurers and other third parties. If necessary, the insured person must authorize the offices mentioned above to disclose the corresponding information. Reference is made in this regard to Art. 39 of the Federal Act on Insurance Contracts (ICA).

G7.6 The information is kept in physical and / or electronic form. The information must be stored for at least 10 years after the contract has ended; claims data must be stored for at least 10 years after the claim has been settled. Storage and processing continue only for as long as and insofar as the statutory and contractual provisions stipulate.

G7.7 The insured person is entitled to demand the legally prescribed information concerning the processing of their data.

G8 How are insurance conditions modified?

G8.1 When significant circumstances change, AXA is entitled to modify the GIC and SIC unilaterally, especially in the following cases:

- developments in modern medicine or healthcare;
- establishment of new or high-cost forms of therapy such as operating techniques, medication, and the like;
- changes to benefits in mandatory health insurance.

G8.2 If the GIC or SIC are changed during the insurance term, the new conditions apply to the insured and to AXA. AXA informs the insured of these changes in writing or in another form that provides textual proof 30 (thirty) days in advance at the latest.

G8.3 Insureds who do not agree with these changes may terminate the relevant policies within 30 (thirty) days of being notified of the changes. The new conditions are deemed to have been accepted unless AXA receives notice of termination by this deadline.

G9 How are the lists modified?

G9.1 AXA maintains lists of recognized and non-recognized service providers, therapies, measures, tariffs, etc. in accordance with the GIC and SIC. These lists can be inspected at AXA or extracts can be requested.

G9.2 AXA may modify the lists unilaterally at any time. The insured is not entitled to terminate the insurance due to a change to a list.

G9.3 The lists valid at the time of the treatment are definitive.

G10 What are the fundamentals and the components of the contract?

G10.1 The fundamentals of the insurance contract comprise all written declarations (e.g. in a contract, letter, or electronically) between the insured and AXA in the insurance contract and in medical reports and other written material.

G10.2 The contractual rights and obligations of the parties are derived from the insurance policy, the GIC, the definitive SIC, and all other agreements. AXA is only obligated by special agreements if it has confirmed these in writing or in another form that provides textual proof.

G10.3 In case of discrepancies, special agreements take precedence over the GIC and the SIC, and the SIC over the GIC.

G10.4 If a provision is not covered in the GIC, the SIC, or the insurance contract, the provisions of the Federal Act on Insurance Contracts (ICA), which is valid from January 1, 2022, applies. For contracts beginning prior to January 1, 2022, the two-year limitation period with regard to AXA's claims against insureds continues to apply.

G11 What jurisdiction applies to this contract?

This contract is subject to Swiss law, in particular the Federal Act on Insurance Contracts (ICA).

G12 Where is the place of performance of this contract?

Liabilities arising from this insurance contract must be met in Switzerland and paid in Swiss francs.

G13 Which court of law is responsible for legal actions arising from this contract?

For legal actions arising from this contract, either the courts at the insured's place of residence in Switzerland or the courts in Winterthur (AXA's head office) are responsible. If the insured lives abroad, Winterthur is the exclusive place of jurisdiction.



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