

# Voluntary Daily Allowance Insurance

## Regulations

	Article		
<b>I. General Information</b>		<b>VII. Premiums</b>	
Purpose	1	Monthly Premiums	39
Basis	2	Premium Tariff	40
<b>II. Insurance Options</b>		Grading According to Entry Age	41
Options	3	<b>VIII. Collective Insurance</b>	
Maximum Permissible Insurances	4	Principle	42
<b>III. Taking Out Insurance</b>		Entering into a Contract	43
Joining	5	Transferring to Individual Insurance	44
Insurance Proposal	6	<b>IX. Miscellaneous Provisions</b>	
Initial Medical Examination	7	Responsible Agency	45
Conditional Admission	8	Duty of Confidentiality	46
Changing Insurance Providers	9	Administration of Justice	47
Start of Insurance	10	Application of these Regulations	48
<b>IV. Modifying Insurance</b>		Notices	49
Increasing Insurance	11	Entry into Force	50
Reducing Insurance	12	<b>I. General Information</b>	
Converting Insurance	13	<b>1 Purpose</b>	
<b>V. End of Insurance</b>		1.1 Daily allowance insurance covers the financial consequences of incapacity to work resulting from illness or accident.	
Expiration of Insurance	14	1.2 Incapacity to work is the complete or partial incapacity to carry out reasonable work in one's current profession or field of duties due to an impairment of physical or mental health.	
Cancelling Insurance	15	<b>2 Basis</b>	
Exclusion	16	2.1 This insurance is based on the provisions of the Swiss federal law on the general part of social insurance law of 6 October 2000 (ATSG/LPGA), the Swiss federal law on health insurance of 18 March 1994 (KVG/LAMal) and the corresponding implementing provisions.	
Confirmation of Previous Insurance	17	2.2 With the entry into force of the Agreement on the Free Movement of Persons between Switzerland and the European Union, differing provisions that relate specifically to the group of insured persons, the rights and duties of the group of insured persons, the insurance relationship and the benefits shall also be taken into consideration.	
<b>VI. Benefits</b>			
Scope of Benefits	18		
Start of Benefits	19		
Relapse	20		
Duration of Benefits	21		
Expiration of Entitlement to Benefits	22		
Overcompensation	23		
Unemployment	24		
Maternity	25		
Benefits at the AHV/AVS Retirement Age	26		
Accident	27		
Birth Defects	28		
Benefits Abroad	29		
Duty to Notify	30		
Duty to Minimise Damage	31		
Duty to Cooperate	32		
Limitations on Benefits	33		
Third-Party Benefits	34		
Advance Benefits	35		
Offsetting Benefits, Duty to Reimburse	36		
Prohibition of Assignment and Pledging	37		
Payout of Benefits	38		

## II. Insurance Options

### 3 Options

- 3.1 CONCORDIA Swiss Health and Accident Insurance Ltd, hereinafter referred to as CONCORDIA, offers the following options of daily allowance insurance:
  - 3.1.1 daily allowance insurance in case of illness;
  - 3.1.2 daily allowance insurance in case of accident.
- 3.2 Waiting periods of 0, 2, 7, 10, 14, 21, 30, 60, 90, 120, 150, 180, 210, 240, 270 and 360 days may be chosen.

### 4 Maximum Permissible Insurances

- 4.1 CONCORDIA arranges the insured daily allowance with the policy holder.
- 4.2 A daily allowance of no more than CHF 30 per day may be insured. This maximum amount may not be exceeded by the accumulation of various waiting periods.
- 4.3 Insurances that exist outside CONCORDIA are counted in the maximum permissible amount.

## III. Taking Out Insurance

### 5 Joining

- 5.1 Daily Allowance Insurance may be taken out by anyone whose place of residence according to Swiss civil law is in Switzerland or who undertakes gainful activity there, and who is over the age of 15, but under the age of 65.
- 5.2 Daily Allowance Insurance may not be taken out by insured persons whose premiums or cost shares are outstanding, who are likely to have been overcompensated, who have been excluded from Daily Allowance Insurance or whose entitlement to Daily Allowance Insurance benefits has ended.

### 6 Insurance Proposal

- 6.1 The applicant must submit the insurance proposal to CONCORDIA in writing on the form that has been provided. In doing so, he shall answer the questions posed truthfully and completely.
- 6.2 The applicant may peruse the regulations before filling out the insurance proposal.
- 6.3 By signing the insurance proposal:
  - 6.3.1 the applicant acknowledges the regulations, tariffs and any additional mandatory provisions of CONCORDIA which may apply as legally binding;
  - 6.3.2 the applicant authorises the doctors he has consulted and the previous insurance providers to supply CONCORDIA with the information concerning the state of health or the development of the illness or accident that CONCORDIA requires in order to assess the insurance proposal and to effect insurance.
- 6.4 Insurance proposals for persons who are not capable of acting shall be submitted by their legal representative.

### 7 Initial Medical Examination

- 7.1 CONCORDIA may require the applicant to produce a medical certificate regarding his state of health on the form provided by CONCORDIA. CONCORDIA contributes towards the costs. If the medical certificate is not submitted within two months, the insurance proposal is considered to be null and void.
- 7.2 Furthermore, CONCORDIA is authorised to order an examination by a health insurance doctor at its own costs. In this case, the examining doctor will be decided on by CONCORDIA.

### 8 Conditional Admission

- 8.1 Illnesses and the consequences of accidents that exist at the time of or that existed prior to the insurance proposal being made and, according to experience, that may lead to relapses may be excluded from the insurance by means of a pre-existing condition exclusion when insurance is taken out.
- 8.2 The pre-existing condition exclusion will be announced in writing and clearly defined with the start and end date of the pre-existing condition exclusion period. The insured person shall acknowledge the pre-existing condition exclusion by signing within 30 days of receipt. If it is not accepted within the specified time period, the insurance proposal becomes null and void.
- 8.3 The pre-existing condition exclusion is valid from the start of insurance onwards and automatically becomes null and void after five years.
- 8.4 Before the end of the five-year time period, the insured person may produce proof, at his own costs, that the pre-existing condition exclusion is no longer justified.
- 8.5 If the insured person has provided untruthful or incomplete information concerning illnesses and the consequences of accidents in the insurance proposal, CONCORDIA may subsequently apply a pre-existing condition exclusion that takes effect retroactively.

### 9 Changing Insurance Providers

- 9.1 No pre-existing condition exclusion is applied for persons who, in accordance with Art. 70 para. 1 let. a-c of the KVG/LAMal, switch their daily allowance insurance from another insurance provider to CONCORDIA. Pre-existing condition exclusions applied by the previous insurance provider are continued up until the end of the original time period.
- 9.2 Benefits drawn from the previous insurance provider will be counted in the length of time the insured person is entitled to receive benefits.
- 9.3 For persons who transfer to CONCORDIA because of a merger contract, the provisions of the merger contract apply.

### 10 Start of Insurance

- 10.1 Insurance begins on the first day of the month following the insurance proposal.

- 10.2 If special grounds exist, the start of insurance may be scheduled for the first day of a different month.
- 10.3 For persons entitled to the legal freedom of movement, insurance begins with the occurrence of the grounds giving rise to freedom of movement provided that the former insurance provider has informed them of the right to freedom of movement in a timely manner and the confirmation of the previous insurance was submitted within three months.

## IV. Modifying Insurance

### 11 Increasing Insurance

- 11.1 The insured person may request to increase the insured daily allowance for the first day of the following month.
- 11.2 The provisions regarding taking out insurance, in particular Arts. 5 – 8, also apply by analogy to the increased insurance cover.

### 12 Reducing Insurance

- 12.1 Subject to a one-month cancellation period, the insured person may request in writing to reduce insurance for the end of a month.
- 12.2 CONCORDIA has the right to reduce the insurance of its own accord if:
  - 12.2.1 the insured person grossly violates regulatory duties and responsibilities (Art. 16 applies by analogy), or
  - 12.2.2 the insured person does not comply with his financial obligations in spite of reminders (Art. 16 applies by analogy).

### 13 Converting Insurance

- 13.1 Provided that the conditions of Art. 5 et seqq. are fulfilled, it is possible to convert the amounts of daily allowance and waiting periods in the existing Daily Allowance Insurance while retaining the previous age group if the due premium is not increased as a result.
- 13.2 Unemployed insured persons may, within 30 days of registering for unemployment insurance, convert their existing Daily Allowance Insurance with the current amount into insurance with a thirty-day waiting period, regardless of their state of health.

## V. End of Insurance

### 14 Expiration of Insurance

- 14.1 The insurance expires:
  - 14.1.1 upon giving up one's place of residence according to Swiss civil law within the area of activity of CONCORDIA; in the case of cross-border commuters, upon giving up gainful activity in Switzerland;
  - 14.1.2 upon cancellation of the insurance;

- 14.1.3 upon the occurrence of grounds giving rise to the freedom of movement;
- 14.1.4 upon exclusion from the insurance;
- 14.1.5 upon reaching the maximum duration of benefits;
- 14.1.6 upon death of the insured person.
- 14.2 The insured person is obligated to inform CONCORDIA immediately in writing if one of the grounds for expiration mentioned in Art. 14.1.1 materialises.

### 15 Cancelling Insurance

- 15.1 Subject to a three-month cancellation period, the insured person may at any time cancel Daily Allowance Insurance for 30 June or 31 December.
- 15.2 An insured person may cancel insurance for the end of a month provided that he must transfer to a daily allowance insurance stipulated by his employer or if he gives up gainful activity.
- 15.3 The notice of cancellation must be given in writing.

### 16 Exclusion

- 16.1 The insured person may be excluded from insurance if he behaves in an abusive manner, if there are inexcusable, important grounds and if continuing insurance has become unreasonable for CONCORDIA.
- 16.2 Grounds are deemed important particularly when the insured person:
  - 16.2.1 has provided incomplete or untrue information in the insurance proposal;
  - 16.2.2 has not complied with his financial commitments in spite of reminders;
  - 16.2.3 makes unlawful claims against CONCORDIA or attempts to do this;
  - 16.2.4 grossly violates regulatory duties or defies the orders of the doctor or the health insurance doctor.

### 17 Confirmation of Previous Insurance

In the event that the insurance ends before the insured person reaches the age of 65, confirmation of previous daily allowance insurance is delivered to the insured person who is entitled to the freedom of movement on condition that he has complied with his commitments with respect to CONCORDIA.

## VI. Benefits

### 18 Scope of Benefits

- 18.1 The insured daily allowance is provided in the event of medically certified complete incapacity to work. In the event of medically certified partial incapacity to work of at least 50%, the daily allowance is provided proportionally according to the degree of the incapacity to work. Insurance protection for the remaining capacity to work is maintained.
- 18.2 If the illness/accident is only partly the cause of the incapacity to work, CONCORDIA only furnishes the

corresponding proportion of the benefits. This proportion is determined on the basis of a medical certificate or expert opinion.

## **19 Start of Benefits**

- 19.1 Entitlement to daily allowances begins at the end of the stipulated waiting period, but no earlier than five days prior to the first medical treatment.
- 19.2 The waiting period is calculated separately for each insurance case. Relapses remain reserved in accordance with Art. 20.

## **20 Relapse**

If a new case of illness leads to a renewed incapacity to work with a different or the same cause subsequent to a case of illness that was liable for benefits, both cases of illness are jointly considered, with regard to the waiting period, to be one case of illness provided that between them there has not been a capacity to work of more than 50% for at least 30 days.

## **21 Duration of Benefits**

- 21.1 In the event of complete or partial incapacity to work, the daily allowance benefits are provided for one or several illnesses/accidents for a maximum of 720 days within a period of 900 days.
- 21.2 Waiting periods during which the employer is obligated to continue paying wages are counted in the maximum duration of benefits.
- 21.3 The insured person may not prevent the end of entitlement to Daily Allowance Insurance by waiving benefits.

## **22 Expiration of Entitlement to Benefits**

Entitlement to benefits (including benefits for existing incapacities to work) expires at the end of the insurance.

## **23 Overcompensation**

- 23.1 The daily allowance insurances must not lead to overcompensation for the insured person. Overcompensation exists to the extent that the daily allowance benefits exceed the alleged lost earnings, the value of the work that can no longer be carried out or, in the case of unemployed persons, the amount of unemployment compensation.
- 23.2 CONCORDIA reduces its benefits to the extent that a profit is accruing for the insured person.
- 23.3 When calculating overcompensation, any obligation of the employer to continue paying wages which may exist and any benefits from other social insurance carriers which may be provided shall be taken into consideration.
- 23.4 In the event that the daily allowance is reduced as a result of overcompensation, the insured person is entitled to the equivalent of 720 full daily allowances. The time periods for drawing daily allowances are extended commensurate with the reduction.

- 23.5 A maximum daily allowance of CHF 10 is provided for insured persons who are unable to produce proof of non-covered loss of earnings or the value of the work they were previously capable to carry out.

## **24 Unemployment**

Half of the daily allowance is provided for unemployed persons who are incapable of working 50% and the full daily allowance for those incapable of working more than 50%.

## **25 Maternity**

- 25.1 In the event of pregnancy and childbirth, the daily allowance that has been insured by the insured female for at least 270 days up to the day of childbirth and without interruption of more than three months is provided for 16 weeks. These conditions also apply in the event that the insurance is subsequently increased.
- 25.2 The daily allowance benefits for maternity are provided after a pregnancy that has lasted at least 28 weeks, even if the child is nonviable.
- 25.3 The insured female is entitled to receive the daily allowance benefits for maternity no earlier than two weeks before childbirth.
- 25.4 The stipulated waiting period is counted in the 16 weeks.
- 25.5 Maternity benefits are not counted in the maximum duration of benefits and are also provided when it has lapsed.

## **26 Benefits at the AHV/AVS Retirement Age**

- 26.1 The insurance cover that exists when insured persons reach the retirement age is automatically reduced to CHF 5. If the insured person is capable of working at least 50% at that point in time and continues to undertake gainful activity, he may retain the existing insurance cover on request.
- 26.2 For insured persons who have reached the retirement age, daily allowances from all the insurances combined are provided for a maximum of 180 days in the course of 900 consecutive days. After that, the insurances expire. Daily allowances drawn immediately before reaching the retirement age are counted provided that altogether they exceed the maximum duration of benefits from Art. 21.
- 26.3 At the retirement age, stipulated waiting periods are only counted up to the maximum duration of 30 days in the duration of benefits.

## **27 Accident**

- 27.1 If the risk of accident is insured, the same benefits are provided in the event of an accident as in the event of an illness.
- 27.2 Accidents are considered to be the sudden unintentional harmful effect of an unusual external factor on the human body, resulting in impairment to physical

or mental health or death, as well as accident-like bodily injuries and occupation illnesses in accordance with the definition as per the Swiss federal law on accident insurance (UVG/LAA/LAINF).

## **28 Birth Defects**

Birth defects are given equivalent status to illnesses.

## **29 Benefits Abroad**

- 29.1 In the event of incapacity to work while abroad, the daily allowance is only provided for the duration of a stay in a sanatorium.
- 29.2 If the insured person is working abroad for a Swiss employer, the daily allowance is granted. In addition to the medical certificate, the insured person shall also have his incapacity to work confirmed by the employer.
- 29.3 The daily allowance benefits are only granted in the event that the insured person receives hospital treatments in the actual country in which he is staying. No benefits may be claimed for transfers to and treatments in a third country.
- 29.4 No benefits are granted if insured persons go abroad for treatment, care or childbirth.

## **30 Duty to Notify**

- 30.1 If the insured person is ill or has had an accident, he shall submit the medical certificate of incapacity to work to CONCORDIA within five days or, in the case of a stay abroad, within fourteen days. He must immediately report any significant change in the circumstances that influence his capacity to work.
- 30.2 In the case of accidents, the insured person shall also immediately submit an accident report with information concerning:
  - 30.2.1 the time and place of the accident and course of events;
  - 30.2.2 the treating doctor or the hospital;
  - 30.2.3 any liable parties and insurances that may be concerned.
- 30.3 In the case of inexcusably delayed notification, entitlement to insured benefits exists no earlier than the moment notification is received.

## **31 Duty to Minimise Damage**

- 31.1 In the event of illness or accident, the insured person shall do everything in his power to promote recovery and avoid anything that could delay it. The insured person shall comply with the orders given by the treating doctor.
- 31.2 In the event of long-term incapacity to work, reasonable activity in another profession or field of duties is also taken into consideration.
- 31.3 In the case of insured persons who are incapable of working, CONCORDIA reserves the right to make inspection visits or to commission third parties to make these at any time.

## **32 Duty to Cooperate**

- 32.1 The insured person shall produce proof of non-covered loss of income or the value of the work he is no longer able to carry out.
- 32.2 Once the incapacity to work has come to an end, confirmation of the degree and duration of the incapacity to work shall be submitted to CONCORDIA without delay.
- 32.3 Insured persons who have taken out daily allowance insurance in case of illness or accident with another insurance provider shall notify CONCORDIA of this at the latest upon the occurrence of an insurance case.
- 32.4 The insured person shall give CONCORDIA, free of charge, all the information required to assess the claim and to determine the insurance benefits. This also includes submitting statements of accounts from and rulings which may have been made by other social insurance providers as well as documentary proof from any other private insurance providers where applicable.
- 32.5 The insured person shall authorise all individuals and agencies, namely employers, doctors, hospitals, insurance companies and authorities, to divulge the information required to investigate entitlement to benefits.
- 32.6 In the event of illness or accident, the insured person shall inform CONCORDIA of the type and extent of all the benefits that he may claim from or that are paid out to him by third parties liable to provide benefits arising out of tort, from contracts or due to the law.
- 32.7 The insured person is obligated to report all changes in his personal circumstances concerning the insurance relationship (e.g. change of place of residence) promptly.

## **33 Limitations on Benefits**

- 33.1 No daily allowance benefits are granted:
  - 33.1.1 once the maximum duration of benefits has expired;
  - 33.1.2 during the period of non-availability in the event of maternity (Art. 25);
  - 33.1.3 for the time preceding the late notification of incapacity to work;
  - 33.1.4 for the time preceding fulfilment of financial commitments;
  - 33.1.5 for illnesses and the consequences of accidents which are subject to a pre-existing condition exclusion;
  - 33.1.6 for illnesses and the consequences of accidents that were not disclosed when the insurance was taken out/increased provided that a retroactive pre-existing condition exclusion is waived;
  - 33.1.7 in the event that the insured person goes abroad for treatment, care or childbirth;
  - 33.1.8 in the event that the insured person refuses to undergo an examination by a health insurance doctor;
  - 33.1.9 whilst the insured person is carrying out a penal sentence or measure.
- 33.2 The insured benefits are reduced and, in particularly serious cases, denied:

- 33.2.1 if the insured person breaches regulatory duties and obligations;
- 33.2.2 for illnesses, accidents or the consequences thereof that the insured person has caused or aggravated wilfully or by wilfully committing a criminal act or offence.
- 33.2.3 for accidents that can be traced back to extraordinary dangers and reckless ventures. The definitions and reduction rates of obligatory accident insurance prevail.

#### **34 Third-Party Benefits**

- 34.1 If the insured person is entitled to benefits from mandatory disability insurance, accident insurance or military insurance, CONCORDIA grants its benefits subsequently to these social insurance carriers.
- 34.2 CONCORDIA only grants its benefits if the corresponding social insurance carriers have been notified of the insurance case in a timely manner.
- 34.3 If the insured person has a similar daily allowance insurance with another insurance provider which is in accordance with the KVG/LAMaI, CONCORDIA reduces its benefits in case of overcompensation in proportion to the existing insurance with the other insurance provider.
- 34.4 If private health and/or accident daily allowance insurance providers are liable to provide benefits in addition to CONCORDIA, CONCORDIA must take these benefits into account and grant their daily allowance benefits at the most to the extent that no profit accrues for the insured person, taking into account these benefits.
- 34.5 With regard to third parties that are liable for the insurance case, CONCORDIA is subrogated to the rights of the insured person at the moment of the event up to the amount of benefits provided.
- 34.6 If another health, accident or social insurance provider reduces its benefits on grounds which, in accordance with Art. 33.2.2, also entitle CONCORDIA to reduce its benefits, CONCORDIA shall not replace the loss resulting from the reduction in benefits of the other insurance providers.
- 34.7 If the insured person, prior to the start of insurance with CONCORDIA, has received a lump-sum settlement for an accident from a third party that was liable to provide benefits arising out of tort, from contracts or due to the law, CONCORDIA is not liable to provide benefits for the consequences of this accident, even after the duration of any pre-existing condition exclusion period that may apply. This provision also applies by analogy in the event of illness.

#### **35 Advance Benefits**

Advance benefits provided by CONCORDIA with respect to other social insurance carriers comply with the ATSG/LPGA.

#### **36 Offsetting Benefits, Duty to Reimburse**

- 36.1 CONCORDIA may offset its benefits against claims on the insured person. The insured person is not entitled to offset benefits.
- 36.2 Benefits that are wrongly drawn by the insured person shall be reimbursed to CONCORDIA.

#### **37 Prohibition of Assignment and Pledging**

Claims against CONCORDIA may neither be assigned nor pledged.

#### **38 Payout of Benefits**

- 38.1 Payouts to be made by CONCORDIA after entitlement to benefits has been verified will be made exclusively in Swiss francs.
- 38.2 If benefits are to be paid out to the insured person, the insured person shall designate a Swiss bank or postal account as the payment address to CONCORDIA. If no notification is received by CONCORDIA, the insured person will be charged a flat fee for expenses incurred.

### **VII. Premiums**

#### **39 Monthly Premiums**

- 39.1 Premiums are due on the first of each month and shall be paid in advance. The insured person is obligated to pay the monthly premiums regardless of state of health.
- 39.2 Bi-monthly (every two months), quarterly, semi-annual or annual advance payments are possible.
- 39.3 If the insured person has taken out a number of insurances (including Mandatory Health Care Insurance) with CONCORDIA, he must choose one standard mode of payment.
- 39.4 In the event that insurance begins or ends in the course of a month, the premium shall be owed on a daily pro rata basis.
- 39.5 If the insured person is in arrears with the payment of his premiums, he is not entitled to insurance benefits. CONCORDIA has the right to reclaim both interest on arrears and expenses, such as costs for reminders, collection procedures, etc., incurred by insured persons who are in arrears.

#### **40 Premium Tariff**

- 40.1 The premiums are fixed in a special premium tariff.
- 40.2 They may be graded according to regions and entry age.

#### **41 Grading according to Entry Age**

- 41.1 The premiums are graded according to entry age. The entry age corresponds to the person's age when the insurance is taken out. The insured person is permanently assigned to the corresponding entry age group.

- 41.2 Here are the following entry age groups:  
 Entry age 20: up to the age of 20  
 Entry age 25: up to the age of 25  
 Entry age 30: up to the age of 30  
 Entry age 35: up to the age of 35  
 Entry age 40: up to the age of 40  
 Entry age 45: up to the age of 45  
 Entry age 50: up to the age of 50  
 Entry age 55: up to the age of 55  
 Entry age 60: up to the age of 60  
 Entry age 65: up to the age of 65
- 41.3 For insurance that is increased at a later date, the entry age group is considered to be that corresponding to the age of the insured person at the time the increased insurance begins.
- 41.4 Persons who are entitled to the freedom of movement are assigned to the entry age group that corresponds to the age of the person at the time of transfer to CONCORDIA.

## VIII. Collective Insurance

### 42 Principle

- 42.1 Daily Allowance Insurance may be taken out as collective insurance.
- 42.2 Differing regulations in the collective insurance contracts take precedence over the provisions in these regulations.
- 42.3 The waiting period in the collective insurance is calculated only once within 365 days.

### 43 Entering into a Contract

Collective insurances may be taken out by:

- 43.1 employers for themselves and their employees;  
 43.2 employers' organisations and professional associations for their members and the employees of their members;  
 43.3 employees' organisations for their members.

### 44 Transferring to Individual Insurance

- 44.1 Insured persons who withdraw from the group of persons covered by the collective insurance have the right to transfer to individual insurance provided that they undertake gainful activity or that their residence according to Swiss civil law is within the area of activity of CONCORDIA, and they register in writing to transfer to this within three months of receiving the information from CONCORDIA. The same right is due to those insured collectively when the collective insurance contract becomes obsolete. Provided that the insured person does not insure higher benefits in the individual insurance, no new insurance pre-existing condition exclusion are applied.

- 44.2 For the fixing of premiums, the age of the person when insurance with CONCORDIA begins prevails when transferring to individual insurance. The benefits that have previously been drawn are counted in the duration of benefits in the case of individual insurance.
- 44.3 A pre-existing condition exclusion applied when collective insurance begins, which was not effective because of the provisions in the collective insurance contract, becomes valid upon transferring to the individual insurance provided that the period of validity has not yet expired.

## IX. Miscellaneous Provisions

### 45 Responsible Agency

- 45.1 The insured person affiliates himself to the agency that is responsible for his place of residence. The place of residence according to Swiss civil law prevails.
- 45.2 If an insured person belongs to an agency with higher premiums that is not responsible for his place of residence, he is not entitled to be refunded the difference in premiums.
- 45.3 The agency shall be notified of address changes within one month. The latter takes care of the reassignment.
- 45.4 Due premiums shall be settled with the previous agency before changing agency.

### 46 Duty of Confidentiality

CONCORDIA staff members who obtain knowledge of diagnoses, state of health, entitlement to benefits and benefits drawn, as well as the level of income and financial circumstances of the insured person, are obligated to maintain total secrecy. If this duty is breached, the penal provisions are applied.

### 47 Administration of Justice

- 47.1 If an insured person is not in agreement with a decision taken by CONCORDIA, he may request that CONCORDIA issues a written ruling within 30 days stating the reasons for the decision and the rights of appeal.
- 47.2 A written appeal against the ruling issued by CONCORDIA may be lodged with CONCORDIA at its head office within 30 days of its issue. The reasons for the appeal must be given.
- 47.3 An administrative court complaint against the appeal decisions made by CONCORDIA may be lodged with the cantonal insurance court within 30 days of issue. Appeals may also be lodged with the cantonal insurance court if CONCORDIA fails to issue a ruling or an appeal decision despite the request of the person concerned.



47.4 The insurance court of the canton in which the insured person was resident at the time when the complaint was lodged is responsible for the administrative court complaint. If the insured person resides abroad, the insurance court in the canton where he was last resident in Switzerland or where his last Swiss employer has its place of residence is responsible; if neither of these places can be established, the administrative court for the Canton of Lucerne is responsible.

47.5 Rulings or appeal decisions issued by CONCORDIA become final and absolute if the deadline for lodging an appeal/complaint lapses and this right has not been met.

#### **48 Application of these Regulations**

48.1 For all matters not specifically dealt with in these regulations, the provisions of the ATSG/LPGA and the KVG/LAMal apply.

48.2 The masculine form, which has been used in these regulations and in further provisions, also applies to females.

#### **49 Notices**

Notices concerning the insurance relationship are published by CONCORDIA in circulars or in the customer magazine; these notices are legally binding.

#### **50 Entry into Force**

50.1 These regulations were adopted by the Administrative Board on 25 October 1996 and enter into force on 1 January 1997.

50.2 The changes from 9 February 2001 (Arts. 2, 14, 20, 23.3, 26.1, 26.2, 31.2, 32.4 and 48) enter into force on 1 March 2001.

50.3 The changes from 13 December 2002 (Arts. 1, 2.1, 30.1, 31.2, 32.4, 32.5, 32.7, 33.1.9, 33.2.2, 33.2.3, 35, 38, 39.5, 47.4 and 48.1) enter into force on 1 January 2003.

50.4 The changes from 16 September 2005 (Arts. 4.3, 9.2, 25.3, 41.1, 41.3 and 44.1) enter into force on 1 January 2006.

50.5 The changes from 4 May 2007 (Arts. 3.1, 49 and 50) enter into force retroactively on 1 January 2007.

50.6 The change dated 6 June 2016 (Art. 39.4) shall enter into force retroactively from 3 December 2015.

**The following abbreviations, with corresponding translations in German, French, Italian and English, are used in these Regulations:**

#### **ATSG/LPGA**

ATSG: Bundesgesetz über den Allgemeinen Teil des Sozialversicherungsrechts

LPGA: Loi fédérale sur la partie générale du droit des assurances sociales

LPGA: Legge federale sulla parte generale del diritto delle assicurazioni sociali

Swiss federal law on the general part of social insurance law

#### **KVG/LAMal**

KVG: Bundesgesetz über die Krankenversicherung; Krankenversicherungsgesetz

LAMal: Loi fédérale sur l'assurance-maladie

LAMal: Legge federale sull'assicurazione malattie

Swiss federal law on health insurance

#### **AHV/AVS; OASI**

AHV: Eidgenössische Alters- und Hinterlassenenversicherung

AVS: Assurance-vieillesse et survivants

AVS: Assicurazione vecchiaia e superstiti

OASI: Swiss Old Age and Survivors' Insurance

#### **UVG/LAA/LAINF**

UVG: Bundesgesetz über die Unfallversicherung

LAA: Loi fédérale sur l'assurance-accidents

LAINF: Legge federale sull'assicurazione contro gli infortuni

Swiss federal law on accident insurance

  
Bound by trust

CONCORDIA  
Bundesplatz 15  
6002 Lucerne  
Phone 041 228 01 11  
www.concordia.ch  
info@concordia.ch