

Supplementary Insurance FL

General Terms and Conditions of Insurance

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2 Geographical Area of Validity

- 2.1 The insurance plans apply worldwide.
- 2.2 The Principality of Liechtenstein and Switzerland are deemed to be the domestic territory for the purpose of drawing benefits.
- 2.3 Benefits are provided abroad insofar as this is provided for in the Additional Terms and Conditions of Insurance.

II. Conclusion of the Insurance Contract

3 Admission

- 3.1 Anyone whose place of residence according to civil law or place of employment is in Liechtenstein and who has not yet reached the age of 65 may apply to take out supplementary insurance.
- 3.2 Insured persons with outstanding premiums or cost shares or who have been excluded by CONCORDIA or any other health insurer may not take out supplementary insurance.

4 Insurance Application

- 4.1 The questions asked in the insurance application form must be answered truthfully and in full.
- 4.2 The applicant may view the terms and conditions of insurance before completing the insurance application form.
- 4.3 By submitting the insurance application form, the applicant:
 - 4.3.1 recognises the terms and conditions of insurance, tariffs and any other mandatory provisions stipulated by CONCORDIA as legally binding;
 - 4.3.2 authorises the medical service providers enlisted and the previous insurers to provide CONCORDIA with any information on the applicant's state of health and the course of any illnesses or accidents he or she has suffered that CONCORDIA requires to assess the insurance application and provide the insurance cover.
- 4.4 Insurance applications for minors and persons without legal capacity must be submitted by their legal representative.

5 Medical Examination upon Admission

- 5.1 CONCORDIA may require that the applicant submit medical certificates regarding his or her state of health on the form provided by CONCORDIA. CONCORDIA will contribute towards the costs. If the medical certificate is not provided within two months, the insurance application shall be deemed to have lapsed.
- 5.2 CONCORDIA is also permitted to order an examination by an independent medical examiner at its expense. In this case, the doctor performing the examination will be appointed by CONCORDIA.

6 Admission Subject to Provisos / Reservations

- 6.1 CONCORDIA may impose provisos / reservations for illnesses and consequences of accidents that already exist at the time of the insurance application or existed in the past and are known from experience to frequently relapse.
- 6.2 The proviso / reservation will be communicated in writing and defined precisely, including the beginning and end of the proviso period. The insured person must accept the proviso / reservation within 30 days of receipt of the notification with his or her signature. If the proviso / reservation is not accepted in time, the insurance application shall lapse.
- 6.3 The proviso / reservation shall apply from the beginning of the insurance and lapse automatically after five years.
- 6.4 The insured person may provide proof, at his or her own expense, before the end of the five-year period that a proviso / reservation is no longer justified.
- 6.5 If the insured person has given untruthful or incomplete information about illnesses or consequences of accidents in the insurance application form, CONCORDIA may apply a retroactive proviso / reservation at a later date.
- 6.6 If the insurance application form for a newborn is submitted prior to birth, no provisos will be applied. Differing provisions in the Additional Terms and Conditions of Insurance remain reserved.

7 Rejection of the Insurance Application

- 7.1 CONCORDIA may reject the insurance application (Art. 4) either in part or in full.
- 7.2 If the insured person has given untruthful or incomplete information about illnesses or consequences of accidents in the insurance application, CONCORDIA may terminate the supplementary insurance contracts retroactively.

8 Beginning of Insurance

- 8.1 The insurance contract enters into force on the first day of the calendar month following the submission of the insurance application.
- 8.2 If there are special reasons to do so, the first day of another calendar month may be defined as the start date of the insurance.
- 8.3 For people who are entitled to statutory mandatory admission, the insurance shall commence when the reason for mandatory admission comes into force, provided that the right to mandatory admission is asserted with CONCORDIA within three months.

III. Change to the Insurance Contract

9 Increase in Insurance Cover

- 9.1 The insured person may conclude (further) insurance contracts or increase his or her insurance cover in the same supplementary insurance contract at any time with effect from the first day of the following calendar month.
- 9.2 CONCORDIA is entitled to reject an increase in the insurance cover either partially or in full.
- 9.3 If the insured person has given untruthful or incomplete information about illnesses or consequences of accidents in the insurance application, the increased insurance cover may be cancelled retroactively.
- 9.4 The provisions on the conclusion of the insurance contract (Art. 3–8) apply mutatis mutandis to the increased insurance cover.

10 Reduction in Insurance Cover

- 10.1 A reduction in the insurance cover can be requested in writing with effect from the end of a calendar month, subject to a one-month notice period.
- 10.2 CONCORDIA is entitled to reduce the insurance cover itself if:
 - 10.2.1 the insured person commits a grossly negligent breach of the duties set out in the General or Additional Terms and Conditions of Insurance. Art. 13 applies mutatis mutandis;
 - 10.2.2 the insured person does not meet his or her financial obligations despite having been sent reminders. Art. 13 applies mutatis mutandis.

IV. End of Insurance

11 Expiry

The insurance expires in the event of:

- 11.1 the cessation of the statutory insurance obligation;
- 11.2 termination;
- 11.3 the occurrence of a reason for statutory mandatory admission;
- 11.4 exclusion;
- 11.5 the death of the insured person.

12 Termination

- 12.1 The insured person can terminate his or her supplementary insurance with effect from 30 June or 31 December, subject to a one-month notice period.
- 12.2 Terminations of supplementary insurance contracts are only valid if notice is given in writing within the stipulated notice periods.
- 12.3 The Additional Terms and Conditions of Insurance may stipulate differing notice periods.

13 Exclusion

- 13.1 The insured person can be excluded from the insurance if he or she commits an act of fraud, if there are inexcusable, material reasons for the exclusion, or if maintaining the insurance cover has become unreasonable for CONCORDIA.
- 13.2 Material reasons include, in particular, when the insured person:
 - 13.2.1 has provided incomplete or untruthful information in the insurance application;
 - 13.2.2 has failed to meet his or her financial obligations despite having been sent reminders;
 - 13.2.3 makes, attempts to make or assists someone else in making unlawful claims against CONCORDIA;
 - 13.2.4 commits a grossly negligent breach of the duties set out in the General or Additional Terms and Conditions of Insurance or refuses to comply with the instructions of his or her doctor or the independent medical examiner.

V. Benefits

14 Provision of Benefits

- 14.1 Insured benefits will only be provided if they are not already covered by mandatory health care insurance.
- 14.2 If the insured person does not have mandatory health care insurance with CONCORDIA, the statutory benefits shall be deducted.

15 Duration of Entitlement

- 15.1 Subject to any waiting periods and specific requirements for benefits, the entitlement to benefits shall begin upon commencement of the insurance and end (including benefits for existing illnesses) at the expiry of the insurance cover.
- 15.2 The same applies to the individual supplementary insurance policies.

16 Maternity

- 16.1 In the event of pregnancy and childbirth, CONCORDIA shall provide the same benefits as it would for illness, provided that the mother held insurance with CONCORDIA for at least 270 days prior to the birth.
- 16.2 Maternity benefits are provided for pregnancies that have lasted at least 23 weeks, even in cases of non-viable pregnancies.
- 16.3 These requirements also apply to benefit entitlements from subsequently increased insurance cover (Art. 9).

17 Accidents

- 17.1 An accident is defined as the sudden, unintentional damaging effect of an unusual external factor on the human body that results in the impairment of physical, mental or psychological health or in death.

- Occupational diseases and accident-like physical injuries – as per the definition used for mandatory accident insurance – are deemed equivalent to accidents.
- 17.2 If the risk of accident is included in the insurance cover, the same benefits will be provided for accidents as for illness.

18 Benefits Abroad

- 18.1 Benefits will only be provided for the treatment of illness, consequences of accidents and maternity during a stay abroad if and to the extent that this is expressly provided for in the corresponding Additional Terms and Conditions of Insurance.
- 18.2 If the insured person travels abroad for the purpose of diagnosis, treatment, care or childbirth, no benefits will be provided unless the relevant Additional Terms and Conditions of Insurance contain an express provision to the contrary.
- 18.3 Benefits will only be provided abroad for treatments in the country in which the insured person is staying. No benefits can be claimed if insured persons are moved to or treated in third countries.
- 18.4 Detailed original bills and the required medical information must be submitted to CONCORDIA in German or English. If the insured person is unable to provide detailed bills, the benefits will be determined on the basis of the type, severity and duration of the illness or of the consequences of the accident sequences.

19 Duty to Disclose and Notify

- 19.1 The insured person must notify CONCORDIA if he or she falls ill.
- 19.2 In the event of accidents, the insured person must submit an accident report straight away that provides information on:
- 19.2.1 the time, location, course of events and consequences of the accident;
- 19.2.2 the doctor or hospital treating him or her;
- 19.2.3 any liable persons and insurance companies affected.
- 19.3 The insured person must provide CONCORDIA free of charge with all information required to clarify his or her entitlement and determine the insurance benefits. This also includes submitting any rulings from other social security providers and documentation from any private insurers.
- 19.4 The insured person must authorise all persons and bodies, specifically employers, medical service providers, insurers and officials, to provide information that is required to clarify benefit entitlements.
- 19.5 The insured person must inform CONCORDIA of the type and extent of all benefits which he or she is entitled to claim from or which are paid out to him or her by liable third parties in the event of illness or accident, arising out of tort, from contracts or due to the law.

- 19.6 The insured person must notify CONCORDIA immediately of all changes to his or her personal circumstances that affect the insurance relationship (e.g. change of place of residence or termination of employment in Liechtenstein).
- 19.7 Any disadvantages arising from breaches of the duty to disclose and notify shall be borne by the insured person.

20 What to do in the Event of Illness and Accident

- 20.1 In the event of illness or accident, insured persons must do everything they can that aids their recovery and refrain from doing anything that delays it. They must follow the instructions of the doctor treating them.
- 20.2 CONCORDIA is entitled to check compliance with the doctor's instructions.

21 Benefit Restrictions

- 21.1 No insurance benefits will be provided:
- 21.1.1 Once the maximum benefit duration in the individual supplementary insurance policies has been exhausted;
- 21.1.2 During the waiting period;
- 21.1.3 For the period before the unjustified late notification of illnesses or accidents;
- 21.1.4 For the period before the fulfilment of financial obligations;
- 21.1.5 For illnesses and consequences of accidents that are subject to provisos / reservations;
- 21.1.6 For illnesses and consequences of accidents that were concealed upon conclusion of the insurance or at the time of the increase in insurance cover;
- 21.1.7 In the event that the insured person travels abroad during treatment for an illness or the consequences of an accident without CONCORDIA's approval;
- 21.1.8 If the insured person travels abroad for the purpose of diagnosis, treatment, care or childbirth, unless the relevant Additional Terms and Conditions of Insurance contain an express provision to the contrary;
- 21.1.9 In the event of refusal to undergo an examination by an independent medical examiner.

22 Exclusions

- 22.1 Illnesses and accidents, as well as the complications and after-effects of these, arising in connection with the following events are excluded from the insurance:
- The consequences of war-like incidents in Liechtenstein, Switzerland and/or abroad. However, if the insured person is caught unaware by the outbreak of such events in the country in which he or she is staying, the insurance protection does not lapse until 14 days after their initial occurrence;
 - Military service abroad;
 - Participation in acts of war or terrorism;
 - Participation in disturbances, demonstrations or similar occasions;

- Crimes and offences committed wilfully or by gross negligence;
- Participation in brawls and fights unless the insured person has been injured by the persons fighting while otherwise uninvolved or while assisting a defenceless person;
- Dangers to which the insured person exposes himself/herself by seriously provoking others;
- The effects of ionising radiation and injuries caused by nuclear energy;
- The consumption of drugs, narcotics and other addictive substances as well as the abuse of alcohol and pharmaceuticals. This reason for exclusion also applies if the aforementioned consumption or abuse is only partially causative of the illness or accident or of its treatment and/or has an impact on the duration of the treatment;
- Attempted or accomplished suicide or self-inflicted injury.

22.2 Furthermore, no benefits are provided for:

- Treatment of obesity (excess weight, including complications and after-effects);
- Treatments of which the effectiveness, appropriateness and cost-effectiveness are not proven by scientific methods;
- Abortion, artificial insemination and sterility treatments (including complications and after-effects);
- Cosmetic treatments (including complications and after-effects);
- Sex-change operations (including complications and after-effects);
- Cost-sharing (deductibles and retention fees) for mandatory health care insurance and other insurance policies.

23 Reductions

The insured benefits shall be reduced and, in particularly serious cases, denied:

- If the insured person does not fulfil his or her obligations and responsibilities, unless he or she can prove that the breach of duty occurred through no fault of his or her own;
- If the insured event is caused by the gross negligence of the insured person;
- In the event of accidents resulting from reckless ventures. Reckless ventures are acts in which the insured person exposes himself/herself to a particularly great danger without taking or being able to take precautions that limit the risk to a reasonable degree. However, human rescue attempts are insured, even if they may be regarded as reckless ventures in themselves.

24 Profit from Insurance

CONCORDIA shall reduce its benefits to the extent that the insured person accrues profits.

25 Third-party Benefits

- 25.1 The insured person must inform CONCORDIA of the type and extent of all benefits which he or she is entitled to claim from or which are paid out to him/her by liable third parties in the event of illness or accident, arising out of tort, from contracts or due to the law.
- 25.2 The insured person must report his or her entitlements vis-à-vis other insurers and liable third parties and must not forgo these benefits in whole or in part without the explicit agreement of CONCORDIA.
- 25.3 CONCORDIA shall be subrogated to the insured person's entitlements vis-à-vis third parties who are liable for an insurance case at the time of the event up to the amount of the benefits provided.
- 25.4 If the insured person has received a lump-sum settlement from a liable third party for an accident or illness arising out of tort, from contracts or due to the law, CONCORDIA shall not be liable for the consequences of this accident or illness even after the expiry of any exclusion period.
- 25.5 If another health insurer, accident insurer or social security provider reduces its benefits for reasons that also entitle CONCORDIA to reduce its benefits under Art. 23, CONCORDIA shall not offset the shortfall arising due to the other insurer's reduction.

26 Top-up Insurance

- 26.1 If the insured person holds top-up insurance for illness or accident with a private insurer supplementary to his or her health insurance, CONCORDIA shall not provide any benefits. If the other insurer has provided its benefits in full, CONCORDIA shall assume the uncovered part under the insurance policies held with CONCORDIA.
- 26.2 If the private insurer reduces its benefits or refuses to provide benefits on the basis of Art. 26.1, CONCORDIA shall calculate its benefits as if the other insurer were providing its benefits in full.
- 26.3 If the insured person has an equivalent supplementary policy to mandatory health insurance with another recognised health insurer, CONCORDIA shall reduce its benefits in proportion to the existing insurance policy with this insurer.

27 Offsetting of Benefits, Refunds

- 27.1 CONCORDIA is entitled to offset any entitlement to benefits against outstanding premiums and/or cost shares. The insured person is not entitled to offset payments due to CONCORDIA.
- 27.2 Benefits that are wrongly drawn by the insured person shall be reimbursed to CONCORDIA.

28 Waiver Ban

The insured person may not delay the exhaustion of the benefit duration by waiving benefits from CONCORDIA before his or her need for treatment comes to an end.

29 Ban on Assignment and Pledging

Claims vis-à-vis CONCORDIA may not be assigned or pledged.

30 Payment of Benefits

- 30.1 Once the entitlement to benefits is assessed, CONCORDIA makes payments exclusively in Swiss francs.
- 30.2 If the benefits are to be provided to the insured person, he or she must provide CONCORDIA with valid payment details for a bank or postal account in Liechtenstein or Switzerland.

VI. Premiums

31 Monthly Premiums

- 31.1 The premiums are due in advance on the first of every calendar month. The insured person must continue to pay the premiums even while he or she is drawing benefits.
- 31.2 Payment every two months or on a quarterly, semi-annual or annual basis is also possible.
- 31.3 If the insured person holds multiple insurance contracts with CONCORDIA, he or she must choose a uniform payment method.
- 31.4 If the insurance contract commences or ends during a month, the premium shall be payable from/until the precise day on which the contract commences/ends.
- 31.5 Insured persons who are in arrears with their premium payments are not entitled to insurance benefits.
- 31.6 In addition to default interest and debt enforcement costs, CONCORDIA has the right to charge defaulting payers appropriate processing fees, in particular costs for reminders and debt collection expenses.

32 Premium Rates

- 32.1 The premiums are set in a premium rate for each calendar year.
- 32.2 The insured person is assigned to a premium rate according to his or her age at the time the insurance was taken out.
- 32.3 For subsequent increases in insurance cover, the premium rate according to his or her age at the time of the increase shall apply.
- 32.4 People who are entitled to statutory mandatory admission will be assigned to the premium rate that corresponds to their age at the time of their transfer to CONCORDIA.

VII. Group Insurance

33 Group Insurance

- 33.1 Differing provisions in the group insurance contracts take precedence over these General Terms and Conditions of Insurance.
- 33.2 Insured persons who leave the group of people covered by the group insurance have the right to transfer to the individual insurance in accordance with Art. 4, provided that their place of residence according to civil law or their place of employment is located in CONCORDIA's area of activity and they apply to CONCORDIA in writing to transfer within 30 days of leaving the group insurance. The persons insured under the group insurance have the same right if the group insurance contract lapses. If the insured person does not insure higher benefits in the individual insurance policy, no new provisos / reservations will be applied.
- 33.3 The assignment to the premium rate upon transfer to individual insurance depends on the insured person's age upon commencement of his or her insurance with CONCORDIA. Benefits drawn earlier under the group policy will be taken into account in calculating future benefits under the individual policy.
- 33.4 A proviso / reservation applied upon commencement of the group insurance that did not take effect due to the provisions of the group insurance will become valid upon transfer to the individual insurance, provided that its period of validity has not yet expired.

VIII. Miscellaneous Provisions

34 Fee Agreements and Tariffs

Fee agreements between the insured person and a medical service provider are not binding for CONCORDIA. An entitlement to benefits only exists within the scope of the tariffs recognised by CONCORDIA.

35 Duty of Confidentiality

The employees of CONCORDIA are subject to a statutory duty of confidentiality.

36 Procedure in case of Disputes

- 36.1 If an insured person does not agree with a decision made by CONCORDIA, he or she may request a ruling in writing, in which CONCORDIA sets out its reason for the decision and provides information about the right to appeal within 30 days.
- 36.2 An appeal against CONCORDIA's ruling may be lodged with the district court within 60 days of receipt thereof.
- 36.3 CONCORDIA's ruling becomes final and absolute if no appeal is made within the given deadline, or when a dispute has been dismissed by a non-appealable decision or judgement.

37 Application of these General Terms and Conditions of Insurance

All matters that are not specifically regulated in these General Terms and Conditions of Insurance are governed by the provisions of the Health Insurance Act (KVG), the Ordinance to the Health Insurance Act (KVV), the associated implementing provisions and the applicable Additional Terms and Conditions of Insurance of CONCORDIA.

38 Notices

Notices from CONCORDIA regarding the insurance relationship shall be legally binding if published by circular or in the customer magazine.

39 Handling of Data

- 39.1 CONCORDIA processes the data that is required for the performance of the insurance contract, specifically details of the policyholder, the insured person, the premium payer and the beneficiaries.
- 39.2 Data is stored either electronically or physically. CONCORDIA's data centre is located in Switzerland.
- 39.3 CONCORDIA can transfer part of the risks to a reinsurer. To do so, it will provide the latter with the personal data required for the reinsurance.
- 39.4 For the purpose of processing the insurance contract, CONCORDIA may enlist the services of external specialists (e.g. doctors, legal experts), whom it will oblige to comply with the applicable data protection and confidentiality requirements. Personal data may also be requested from or disclosed to other insurance companies as part of the assessment of the application or benefit checks. Personal data will only be disclosed to further third parties with the consent of the policyholder or the insured person.



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