

Special Terms and Conditions for KidsProtect Insurance

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The following provisions are subject to the General Terms and Conditions for Supplemental Health and Accident Insurance (CGC), whose edition is specified in the insurance policy.

Art. 1 Purpose of the insurance

KidsProtect insurance provides for the payment of a monthly pension when an insured is diagnosed with cancer within the meaning of Article 2 of these Special Terms and Conditions.

Art. 2 Definitions

1. Cancer means an illness caused by the presence of one or more malignant tumours according to their histology and characterized by the uncontrolled growth and spread of malignant cells as well as the invasion of normal tissue. Leukaemia and lymphomas are included in this definition.
2. Cancers that begin with a benign tumour and for which surgery, radiotherapy or immunotherapy are eventually administered are also included in the definition contained in item 1 above.
3. Diagnosis means the first observation of the cancer by a doctor authorised for this purpose and recognised within the meaning of the Swiss Federal Law on Health Insurance (LAMal/KVG).
4. Treatment means surgery as well as radiotherapy, chemotherapy or immunotherapy.
5. Subsequent tests designed to identify recurrence of the illness are not considered as treatment.

Art. 3 Eligibility

KidsProtect insurance is open to all persons domiciled in Switzerland who are not suffering from cancer, or who have not suffered from cancer in the past, and who are under the age of 17.

Art. 4 Covered risk

KidsProtect benefits are granted when an insured person is diagnosed with cancer under the conditions set out in these Special Terms and Conditions during the period of coverage.

Art. 5 Period of non-availability

1. Insurance coverage begins three months after the date of entry into force specified in the insurance policy. Therefore, cancers having occurred or that were medically diagnosed (including with a self-screening test) before the contract was concluded, and up to three months after the above-mentioned date of entry into force, are not covered by the insurance.
2. Cancer that occurred or was medically diagnosed before the contract was concluded, and up to the end of the period of non-availability, results in the contract being declared null and void. Any premiums paid will be returned to the policyholder.

Art. 6 Scope of benefits

1. The insured benefit corresponds to the payment of a provisional monthly pension.
2. Up to 15 monthly pensions are paid.
3. The amount of the guaranteed monthly pension is mentioned in the insurance policy.

Art. 7 Entitlement to benefits

1. After the waiting period, the insured is entitled to a pension providing the insurance coverage is effective.
2. The pension is payable when cancer is diagnosed by an authorised doctor during the waiting period and as long as treatment, within the meaning of Art. 2.4 of these Special Terms and Conditions, is underway or that palliative treatment is required because of the severity of the illness as detected by the Insurer's medical adviser.
3. Benefits are granted providing that a duly completed medical certificate is submitted every month to the Insurer's medical adviser.

The Insurer makes this form available to the policyholder so that it may be filled in by the authorised doctor.

4. If the beginning and/or the end of the entitlement to benefits occurs during the course of a month, the benefit is due for the entire month.

Art. 8 Recipient of benefits

The pension is paid:

- a. in equal parts to the father and mother who exercise parental authority over the insured child, or;
- b. to the father or mother who exercises parental authority alone over the insured child, or;
- c. failing this, the benefit is paid to the policyholder.

Art. 9 Exclusions

In addition to the provisions of the General Terms and Conditions for Supplemental Health and Accident Insurance (CGC), the following are not covered by the insurance:

- a. cancers that occurred or were medically diagnosed before the contract was concluded as well as during a period of three months following the entry into force of the insurance (waiting period);
- b. cancers for which treatment defined in Article 2.4 will not be foreseen to exceed three months according to the observations of the medical adviser or medical expert appointed by the Insurer; cases of death of the insured during this three-month period remain reserved.
Subsequent tests designed to identify recurrence of the illness are not considered as treatment;
- c. cancers diagnosed for insureds who are HIV-positive;
- d. retinoblastomas; except for cases where the entitled person provides evidence of the absence of hereditary influence in this form of cancer;
- e. aggravation of the illness resulting directly or indirectly from the fact that the insured, or his legal representative, refused to follow or to have followed the prescribed medical treatment.

Art. 10 End of the insurance contract

The insurance contract and entitlement to benefits end:

- a. at the end of the calendar year in which the insured turns 17, subject to his right to any benefits for a current claim;
- b. 60 months after the date of diagnosis of the cancer or upon expiry of the entitlement to benefits. The first limit reached is decisive;
- c. upon request of the policyholder in the event the insured person is HIV-positive, and this from the time the notification was sent by the policyholder to the Insurer;
- d. upon the death of the insured;
- e. upon termination of the insurance contract;
- f. when the Insurer relinquishes the insurance contract due to non-payment of premiums according to Article 21, para. 1 of the Swiss Federal Law on Insurance Contracts (LCA/VVG);
- g. in the event of a transfer of the insured's domicile abroad, on the date of departure from Switzerland that was declared to the competent municipal or cantonal authorities, providing that no other arrangement was foreseen in writing (Art. 32 chapter 2 of the CGC).

Art. 11 Obligations in case of a loss

In addition to the provisions of the General Terms and Conditions for Supplemental Health and Accident Insurance (CGC), any diagnosis of cancer (including pre-malignant tumours or cancers in situ) shall be notified to the Insurer within 30 days.