

# Outpatient Insurance

Supplementary Health Insurance according to the VVG

Supplementary Conditions (ZB)  
Version 01.2009

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The following Supplementary Conditions (ZB) are based on the General Insurance Conditions (AVB) for Supplementary Health Insurance according to the VVG of CSS Versicherung AG, other than where the provisions of the ZB differ from those of the AVB.

## 1 Terms of admission

- 1.1 Outpatient Insurance offers the insured person the choice of two categories of insurance, "Minima" and "Optima".
- 1.2 Both the conclusion of the initial contract for Outpatient Insurance and any change from a lower category of benefits to a higher category are expressly subject to the submission of a health declaration and will occur only after the health declaration has been checked and accepted by CSS.
- 1.3 Insurance cover for the consequences of accidents may be excluded. The insured person who excludes accident

cover may at any time, on submission of a health declaration, apply for accident cover to be reinstated or included. Reinstatement or inclusion of accident cover will only be granted after the health declaration has been checked and accepted by CSS.

## 2 Insured benefits

When an insured event occurs, CSS provides the following benefits in addition to and subsidiary to the benefits from other social insurances, in particular those from the mandatory healthcare insurance in accordance with the Federal Health Insurance Act (KVG) and/or the accident insurance in accordance with the Federal Accident Insurance Act (UVG). The scope of benefits in each case for the chosen category of insurance is set out in the following table.

Type of benefit	Minima	Optima
<b>2.1 Outpatient Switzerland</b>		
2.1.1 Outpatient treatment through-out Switzerland	Outpatient treatment by service providers recognised under the KVG away from the place of residence or place of work at the KVG tariff applicable at the place of treatment.	
	90 %, no limit to the amount	
2.1.2 Medicine	Medically prescribed medication, which is effective, suitable, economical and scientifically recognised in Switzerland, which serves to treat illnesses and which is neither on the Specialty List (SL) nor on the List of pharmaceutical products for special application (LPPV), at the usual market prices. In addition to or as an alternative to the LPPV, CSS may also maintain a list of preparations (cf. paragraph 41 AVB), which are not accepted by this insurance or only in part.	
	90 %, no limit to the amount	
2.1.3 Sterilisation	Outpatient sterilisation for men and women. Costs are covered at most up to the valid KVG tariff. This benefit may not be accumulated with benefits from Hospitalisation insurance.	
	No benefits	90 %, max. CHF 2,000 per insured event
2.1.4 Ear correction	Outpatient treatment until the end of the calendar year in which the insured person attains age 18. Costs are covered at most up to the valid KVG tariff.	
	No benefits	90 %, max. CHF 2,000 per insured person
2.1.5 Dental treatment	Costs for dental treatment for which no other CSS insurance provides benefits until the end of the calendar year in which the insured person attains age 18. Inasmuch as another CSS supplementary insurance covers the costs for dental treatment, it takes precedence over Outpatient Insurance, to the extent of the benefits paid, whereby this advance payment will be offset against the Outpatient Insurance benefits.	
	No benefits	50 %, max. CHF 1,000 per calendar year
2.1.6 Removal of wisdom teeth	Cost of removal of adult wisdom teeth for which no other CSS insurance plan provides benefits (incl. anaesthetics, necessary x-rays and follow-up treatment). Inasmuch as another CSS supplementary insurance provides benefits for the removal of wisdom teeth, it takes precedence over Outpatient Insurance, to the extent of the benefits paid, whereby this advance payment will be offset against the Outpatient Insurance benefits.	
	No benefits	50 %, max. CHF 1,000 per calendar year
2.1.7 Correction of malpositioned teeth	Costs for correction of malpositioned teeth (orthodontic and orthopaedic treatment, orthodontic measures) until the end of the calendar year in which the insured person attains age 20.	
	No benefits	50 %, max. CHF 12,000 per calendar year

Type of benefit	Minima	Optima
2.1.8 Optical aids	Cost contribution for spectacle lenses, contact lenses or ophthalmological interventions, provided such are needed to correct the patient's sight.	
	No benefits	Until the end of the calendar year in which the insured person attains age 18: CHF 150 per insured event Adults: CHF 150 per calendar year
2.1.9 Aids	Cost contribution according to the CSS list of aids (cf. para. 41 AVB). Aids are medically prescribed objects/appliances which serve either to investigate or treat an illness and its consequences (e.g. crutches).	
	90 %, max. CHF 500 per calendar year	90 %, max. CHF 1,000 per calendar year
2.1.10 Care at home	Provided such care is medically prescribed, CSS pays for home nursing when paid care is required at home. The caregiver can also be someone who lives in the same household as the insured person and who can document a loss of earnings from providing the necessary care. The contributions per day and per calendar year shown below apply for care at home (para. 2.1.10) and home help (para. 2.1.11) combined and may not be accumulated.	
	No benefits	Max. CHF 50 per day, up to a maximum of CHF 2,000 per calendar year
2.1.11 Home help	Medically prescribed home help if the insured person is completely unable to take care of household tasks, if there is a clear need for help for the insured person and his family and if the help is provided by someone outside the circle of the insured person's close relatives. The contributions per day and per calendar year shown below apply for care at home (para. 2.1.10) and home help (para. 2.1.11) combined and may not be accumulated.	
	No benefits	A maximum of CHF 50 per day up to a maximum of CHF 2,000 per calendar year (medically prescribed; after a birth for 21 days without a doctor's prescription)
2.1.12 Preventive gynaecological examination	Specific medical examination for the clear purpose of early identification of disease, above all for the early identification of cancer. Costs are covered on the basis of the valid KVG tariff.	
	90 %, no limit to the amount	
2.1.13 Vaccinations	Preventive vaccinations medically recognised in Switzerland and vaccinations for holiday and foreign travel according to the CSS list (cf. para. 41 AVB).	
	90 %, max. CHF 100 per calendar year	90%, no limit to the amount
2.1.14 Non-medical psychotherapy	Psychotherapeutic treatment administered by a psychotherapist recognised by CSS.	
	No benefits	75 %, max. CHF 1,000 per calendar year
2.1.15 Legal Protection Insurance for Patients	Outpatient Insurance includes Legal Protection Insurance for Patients according to the conditions of the legal protection insurer with which CSS has contracted for the insurance. The General Insurance Conditions for this Legal Protection Insurance are an integral part of the ZB (Appendix).	
	A maximum of CHF 250,000 per legal case (insured event) in Europe; a maximum of CHF 50,000 per legal case outside Europe.	

Type of benefit		Minima	Optima
<b>2.2 Maternity</b>			
2.2.1	Breastfeeding	Nursing payments are made to mothers who breastfeed if the mother and child have taken out Outpatient Insurance in at least the "Minima" category.	
		CHF 200 breastfeeding payment per child (min. 30 days of breastfeeding)	
2.2.2	Ultrasound examinations	All medically recommended ultrasound examinations not covered by the KVG. Costs are covered on the basis of the valid KVG tariff.	
		90 %, no limit to the amount	
2.2.3	Outpatient birth	Cost for treatment away from the place of residence or place of work in the case of outpatient births in a birth centre or a hospital, provided such service providers are recognised under the KVG. Costs are covered on the basis of the valid KVG tariff.	
		90 %, no limit to the amount	
<b>2.3 Benefits abroad and transport at home and abroad (benefit requirements see paragraph 3.5)</b>			
2.3.1	Outpatient and inpatient treatment abroad (emergencies)	During temporary stays abroad, the costs for scientifically recognised and suitable outpatient and inpatient treatment will be accepted for treatment of acute conditions, inasmuch as these constitute an emergency and it would be unreasonable to expect the patient to return home or to transfer to a Swiss medical institution. The insurance covers treatments for which there is an obligation to pay benefits under the KVG.	
		Outpatient: 90 %, no limit to the amount, worldwide Inpatient: no limit, worldwide	
2.3.2	Emergency transport	Emergency transport for which there is an obligation to pay benefits under the KVG, the cost of which exceeds the maximum amount stipulated in the KVG. The insurance covers transport to the nearest suitable doctor or to the nearest suitable hospital.	
		Unlimited, worldwide	
2.3.3	Other transport	Transport undertaken to avoid or reduce periods of hospitalisation, and regular transport services, solely to the following service providers: Hospitals and institutions providing physiotherapy, chemotherapy, dialysis, radiation treatment and ergotherapy, provided the insured person is dependent on others for help with transport. These benefits may not be accumulated with benefits from Hospitalisation insurance.	
		CHF 250 per calendar year	CHF 1,000 per calendar year
2.3.4	Search and rescue operations	Search operations undertaken for the purpose of rescuing and recovering an injured or seriously ill insured person.	
		CHF 100,000 per insured event, worldwide	
2.3.5	Repatriation	The cost of repatriation to the insured person's place of residence in Switzerland or to a hospital in Switzerland organised by the CSS Emergency Centre if the insured person contracts a serious illness or suffers a serious accident while abroad and repatriation is necessary for medical reasons.	
		Unlimited, worldwide	

Type of benefit	Minima	Optima
2.3.6 Personal Assistance	<p>CSS provides the following benefits if an insured person contracts a serious illness, has a serious accident or dies:</p> <ul style="list-style-type: none"> <li>a) Recovery and transfer of the mortal remains of the deceased to the last place of residence in Switzerland;</li> <li>b) Commitment to provide cover within the scope of the existing insurance cover if the insured person requires either outpatient or inpatient treatment while abroad;</li> <li>c) Travel on the part of a close friend or relative to the sick bed of the insured person if a period of hospitalisation abroad lasts more than seven days or the insured person is in mortal danger;</li> <li>d) In addition, the extra costs incurred for early or delayed return trips are covered up to a maximum amount for the following events: <ul style="list-style-type: none"> <li>da) if a close friend or relative accompanying the insured person has to be repatriated as a result of illness or accident or if the insured person has to curtail the journey or continue the journey alone for one of the following reasons (db to dd) for which insurance cover is available;</li> <li>db) if a close friend or relative becomes seriously ill, suffers serious injury, or dies;</li> <li>dc) if the insured person's property at his place of residence in Switzerland is seriously damaged by theft, fire, water, or natural forces;</li> <li>dd) if strikes, epidemics or cancellations of public transport make it impossible for the insured person to continue the journey as scheduled within 72 hours. Extra costs incurred because of diversions and delays are not covered;</li> <li>de) if the insured person is unable to start the return trip according to plan because he is hospitalised.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>a) Unlimited, worldwide</li> <li>b) Commitment to provide cover within the scope of the existing insurance cover</li> <li>c) Visits by a close friend or relative (first class railway ticket, economy class ticket on airlines)</li> <li>d) Extra cost of travel up to a maximum of CHF 1,000 for early or delayed return trips</li> </ul>
2.3.7 Legal Protection while Abroad	<p>Outpatient Insurance includes Legal Protection Insurance while Abroad according to the conditions of the legal protection insurer with which CSS has contracted for the insurance. The General Insurance Conditions for this Legal Protection Insurance are an integral part of the ZB (Appendix).</p> <p>A maximum of CHF 250,000 per legal case in Europe; a maximum of CHF 50,000 per legal case outside Europe</p>	

### 3 Entitlement to benefits

- 3.1 The benefits will be credited to the total amount of insured benefits per calendar year according to the date of treatment or date on which the service was provided. Costs incurred after the entitlement to benefits is exhausted may not be carried forward to the following year.
- 3.2 If a limit to the benefits per insured event is agreed, this limit applies regardless of the date of treatment or date on which the service was provided for the individual insured event (including complications and any incidental follow-up or subsequent treatment) and is deemed to be exhausted as soon as all the costs incurred in connection with this insured event have reached the benefits limit.
- 3.3 The benefits and contributions stipulated in the ZB will be paid to the agreed extent solely in addition to and subsidiary to the insurances mentioned in paragraph 31.1 AVB, and in particular to the mandatory healthcare insurance according to the KVG. Proportions of costs covered by these insurances and co-payments arising from these insurances are not insured by Outpatient Insurance regardless of whether the insured person is covered by the insurances mentioned.
- 3.4 Unless otherwise stipulated in paragraph 2, at most only the actual receipted costs will be reimbursed.
- 3.5 If treatment is required abroad the CSS Emergency Center must be consulted immediately. Benefits will only be provided if the CSS Emergency Centre approves and/or organises the treatment.

### 4 Co-payments

The co-payments are based on the scope of the insurance and are shown in the "Insured benefits" table, paragraph 2.

### 5 Benefit restrictions

- 5.1 If an insured event occurs CSS does not provide benefits for alternative and/or complementary medical treatment and medication.
- 5.2 The free choice of service providers does not apply if the insured person has taken out mandatory healthcare insurance with a restricted choice of service providers. If the insured person is in breach of this condition, no costs will be covered by the insurance.

Translation: Only the original German text approved by the Swiss Supervisory Authority is binding.



# Legal Protection Insurance for Patients and Legal Protection Insurance while Abroad

## Appendix 1

### Additional Conditions to Outpatient Insurance Version 01.2010

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##### Introduction

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##### **I Common provisions**

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## Introduction

Supplementary conditions of Orion Rechtsschutz-Versicherung AG (Orion Legal Expenses Insurance Ltd.) Basel ("Orion") as the risk carrier for Legal Protection Insurance for Patients and Legal Protection Insurance while Abroad within the scope of the Outpatient Insurance provided by CSS Versicherung AG ("CSS").

## I Common provisions

### 1 Insured persons

All persons who have taken out Outpatient Insurance as supplementary health insurance with CSS are insured.

If an insured person dies as a result of the circumstances leading to the insured event, his legal successors and any other rightful claimants upon the insured person's death will be covered, for this case, by the Legal Protection Insurance.

### 2 Term of insurance

2.1 Legal protection is granted for disputes arising during the period of validity of Outpatient Insurance inasmuch as a need for legal protection also arises during this period of validity.

2.2 A legal case is said to have arisen in the following circumstances:

a) Claims for damages

At the time the damage is caused;

b) Criminal and administrative law

At the time of the actual or alleged breach of criminal law;

c) Insurance law

When the first indications of impairment of health that lead to work incapacity or disability become apparent; in all other cases: when the event occurs that leads to a claim on the insurance;

d) In all other cases

At the time of the actual or alleged violation of legal provisions or contractual duties unless it was apparent to the insured person at an earlier time that legal differences could arise. In the latter case, the time of discovery applies.

### 3 Territorial validity

3.1 The insurance is valid worldwide within the scope of the following insurance conditions. Legal Protection Insurance while Abroad is only valid outside Switzerland. The Principality of Liechtenstein is deemed to be abroad. Cover for air travel starts and ends respectively on passing through Swiss airport customs.

3.2 The insurance is only valid for disputes concerning legal protection for travel contracts, legal protection in connection with schooling or legal protection for credit cards within the terms of paragraph 11.2 let. b – d, inasmuch as the place of jurisdiction is Switzerland and Swiss law is applicable.

3.3 Where reference is made to Europe in these supplementary conditions, the area referred to is geographical Europe extending to the Ural Mountains and to the countries adjoining the Mediterranean Sea.

### 4 Insured benefits

Orion covers the cost of the following services up to a maximum amount of CHF 250,000 per event (or CHF 50,000 per event for legal cases outside Europe):

- processing of legal cases by Orion;
- fees for a lawyer and/or next friend or a mediator;
- cost of expert opinions;

- court costs and other costs of proceedings borne by the insured person, including advance payments;
- costs and charges imposed upon the insured person by the court; the insured person is personally liable for any fines imposed;
- compensation to the opposing party imposed on the insured person by the court, including any security to be provided;
- collection of any claims due to an insured person under an insured case until such time as a provisional or definitive certificate of shortfall is issued or a petition made for protection from creditors or for bankruptcy;
- advances for bail following an accident thus avoiding pretrial detention.

### 5 Benefit restrictions

5.1 Payment of the following is generally not insured:

- costs and fees which a third party is required to pay or that are payable by a liable party or a liability insurer; in such cases Orion only pays advances;
- the costs and fees of bankruptcy and composition proceedings, as well as objection proceedings, actions contesting the schedule of claims and the separation of assets;
- translation and travel costs of the insured person.

5.2 All disputes arising from the same cause or that are indirectly or directly connected with the same event count as one legal case. The sum insured will only be paid out once per legal case, even if several areas of the law are involved. Any guarantees (securities) and advances provided will be offset in full against the sum insured. Advances and guarantees are to be repaid in full to Orion.

5.3 If a number of insured persons with different contracts are affected by the same event, Orion is entitled to limit benefits to the defence of interests out of court until such time as representative proceedings can be brought by lawyers of its choice.

### 6 Cases not generally insured

The following cases are not insured (all exclusions take precedence over the provisions in paragraphs 8, 10 and 11):

- all cases not expressly designated as insured in paragraphs 8 and 11;
- the repudiation of non-contractual claims for damages from third parties (such repudiation falls under any liability insurance);
- cases arising in connection with wars, commotions, strikes or shut-outs and caused through participation in fights or brawls;
- cases against Orion, the bodies of Orion and its employees.

### 7 Applicable law and legal venue

7.1 In the absence of provisions to the contrary in these supplementary conditions, Swiss law is applicable, and in particular the Federal Insurance Contract Act of 02. 04. 1908 and Art. 161 ff. of the Ordinance on the Supervision of Private Insurance Companies of 09. 11. 2005.

7.2 In disputes between an insured person and Orion arising from this contract, Orion recognises the Swiss residence of the insured person as the legal venue. If the insured person has no Swiss residence the legal venue is Basel.



## II Provisions for Legal Protection Insurance for Patients

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### 8 Insured legal cases

Orion undertakes to represent the interests of the insured person in disputes arising as a consequence of misdiagnosis and medical malpractice on the part of service providers recognised by CSS in connection with medical treatment after an illness and/or an accident.

### 9 Cases which are excluded

No cover is provided for disputes:

- in connection with the consequences of illnesses and/or accidents, which are excluded from the cover provided by CSS;
- in connection with psychiatric and psychotherapeutic treatments;
- in connection with treatments not approved by CSS;
- in connection with service providers' fees and invoices;
- with other insurances of the insured persons and with the social insurance organisations;
- designated in paragraph 6.

## III Provisions for Legal Protection Insurance while Abroad

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### 10 Insured events

Orion grants the insured person legal protection in the following areas:

#### 10.1 Traffic-related events

During the outbound/return trip and stays for holidays or at a school abroad in the capacity as

- driver, registered user or owner of the vehicle in use and as the hirer of a vehicle rented abroad;
- pedestrian, cyclist, moped rider or passenger in any form of transport.

#### 10.2 Events which are not traffic related

During the outward/return journey and stays for holidays or at a school abroad:

- injury to individuals and/or damage to property (according to paragraph 11.1);
- disputes concerning contracts for vehicle repair and hire (according to paragraph 11.2 let. a);
- disputes arising from travel contracts (according to paragraph 11.2 let. b);
- while exercising a hobby or engaging in amateur sports during the stay for holidays or at a school abroad;
- while attending a school abroad (according to paragraph 11.2 let. c);
- arising from use of a credit card (according to paragraph 11.2 let d).

### 11 Insured legal cases

11.1 Legal protection in cases involving claims for damages  
Assertion of claims for non-contractual damages or damage to property or personal injury caused by a traffic-related or non-traffic-related event and for the direct financial loss resulting from such event. Cases of defamation are not covered.

11.2 Contract law

#### a) Legal protection for vehicle contracts

Representation in disagreements arising from contracts for vehicle repair and hire with respect to the vehicle used on and during the journey (excluding airplanes). Disputes in connection with purchase and leasing contracts are excluded.

#### b) Legal protection for travel contracts

Representation in disputes arising from travel contracts with a travel agent domiciled in Switzerland.

#### c) Legal protection for contracts with schools

Representation in disagreements arising from contracts concluded with schools abroad.

#### d) Legal protection for credit card contracts

Representation in disputes with a credit card company domiciled in Switzerland inasmuch as the disputes do not concern violations of obligations arising from the credit card contract.

#### 11.3 Legal protection for insurance contracts

Representation in disputes with private or public insurance institutions licensed to do business in Switzerland subsequent to an accident abroad. Furthermore, legal protection will be granted in disputes with foreign insurance companies arising from contracts for vehicle hire (excluding airplanes) and non-motorised hobby sport equipment (restrictions see paragraph 12).

#### 11.4 Legal protection for criminal and administrative cases

Representation in criminal and administrative cases before police or criminal courts abroad and before the authorities arising from alleged negligence with respect to the laws of the foreign country.

### 12 Cases which are excluded

The following are excluded from the insurance:

- claims for compensatory damages arising from burglary, theft, loss of property and misuse of credit cards;
- cases, in which the driver uses a vehicle not licensed for use in traffic, in which a driver is not entitled to drive, in which the driver has no valid driving licence or in which a driver drives a vehicle not fitted with valid number plates;
- cases in connection with active participation in competitive motor sports and races including training for such;
- cases in which the insured is involved as the owner/registered user of commercial vehicles such as taxis, coaches, delivery vans and trucks, driving school vehicles, etc.;
- cases in which the insured is alleged to have exceeded the permitted urban speed limit by at least 30 km/h, limits outside towns and on trunk roads by at least 40 km/h and on motorways by at least 50 km/h;
- recurring cases in connection with the following events: Alleged driving while drunk and incapable because of the effects of alcohol, medication or illegal drugs, and refusing to give a blood sample. In the case of a first offence benefits will be reduced;
- cases in which the insured is the owner, registered user or driver of nautical vehicles or airplanes. This exclusion does not apply to disputes arising from hire contracts for nautical vehicles;
- cases designated in paragraph 6.

## IV Provisions on occurrence of a legal case

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### 13 Notification of a case

13.1 The insured person must inform CSS about the claim as soon as possible. Inasmuch as legal protection is to be claimed, after checking the conditions of cover CSS immediately passes the case on to Orion; Orion then corresponds directly with the insured person. If legal protection is required when the insured is abroad the CSS Emergency Centre should be informed immediately.

13.2 If the insured person engages the services of a lawyer, next friend or mediator without the consent of Orion, the costs for which he is insured before a commitment to provide cover is issued amount to only CHF 500. Prior approval by Orion must be obtained before fee agreements are reached. If the insured person agrees to pay a lawyer a success fee, this will not be covered by Orion.

#### **14 Processing a case**

14.1 Orion determines how to proceed in the best interests of the insured person. Orion conducts negotiations to achieve an amicable settlement and suggests mediation in appropriate cases. Orion decides whether to consult a lawyer or mediator and whether to obtain expert opinions.

14.2 Orion grants the insured person a free choice of lawyer if a legal representative needs to be engaged in respect of court or administrative proceedings, as well as in the event of any conflict of interests. If the insured person withdraws the mandate at a later date, he must bear the additional costs incurred. Orion has the right to decline the services of a lawyer proposed by the insured person. The insured person may then propose three lawyers from different law firms, from which Orion will select the lawyer to be appointed. If the insured person nevertheless insists on engaging a lawyer rejected by Orion and/or does not propose any other lawyer, Orion no longer has any obligation to pay benefits. No reason needs to be given for declining any lawyer.

14.3 The insured person must provide Orion with the necessary information and powers of attorney. All records in connection with the case such as notice of fines, summonses, judgments, correspondence, etc. must be forwarded to Orion immediately. Where a lawyer has been appointed, the insured person must authorise such lawyer to keep Orion informed of the progress of the case and, in particular, to make available the documents necessary to assess the insurance cover or the likely outcome of the proceedings. If the insured person fails in this obligation to cooperate despite being requested to do so by Orion, the latter will set a reasonable deadline by which he must comply under the threat of losing his entitlement to insurance.

14.4 Settlements that contain obligations on the part of Orion may only be concluded by the insured person with Orion's consent.

14.5 Any cost of proceedings or damages awarded to the insured person (in or out of court) is due to Orion to the extent of the benefits already provided.

#### **15 Differences of opinion**

15.1 If differences of opinion arise about how to proceed in a legal case which is covered or about the prospects for success of the legal case, Orion immediately gives the reasons for its opinion on the case in writing and notifies the insured person of his right to initiate arbitration proceedings within a period of 20 days. If the insured person does not request arbitration proceedings within this period, he will be deemed to have waived this right. After receiving the written notification providing reasons, the insured person must take all the necessary measures to defend his interests on his own behalf. In such a case, Orion cannot be held liable for the consequences of inadequate representation of interests, in particular missed deadlines. The costs of these arbitration proceedings are to be advanced in equal parts by the parties and will be charged to the unsuccessful party. If one of the parties does not advance their share of the costs, this will be considered as acceptance of the legal viewpoint of the other party.

15.2 The parties come to a mutual agreement on the choice of arbitrator. Proceedings will be restricted to a single exchange of briefs with motions detailing reasons and stating the evidence upon which the parties have based their arguments and upon which the arbitrator will base his decision. In all other respects, the provisions of the Concordat on Arbitration apply.

15.3 If the insured person initiates proceedings at his own expense after the insurance refuses its obligation to pay benefits, and secures a judgement that is more favourable to him than the solution set out in writing by Orion or than the result of the arbitration proceedings, Orion will meet the costs incurred as if it had consented to the proceedings.



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