

General Terms and Conditions (GTC) for Online Sales of Insurance Products

Version 2019

1 General Terms

1.1 Operator

SWICA Healthcare Insurance Ltd (acting on behalf of all companies of SWICA Healthcare Organisation, in particular SWICA Insurance Ltd, SWICA Management AG, PROVITA Health Insurance Ltd – hereinafter referred to as “SWICA,” together with SWICA Healthcare Insurance Ltd) offers and manages this application for taking out insurance online. All enquiries regarding the processing and conclusion of this online insurance contract must be addressed to SWICA directly.

1.2 Which provisions apply?

The contractual relationship to be concluded is governed by these General Terms and Conditions for Online Sales (hereinafter: “GTC”), the General Terms and Conditions for Online Services (hereinafter: “GTC for Online Services”) through the General Insurance Conditions for the selected product (hereinafter: “GIC”), the Supplementary Conditions (hereinafter: “SC”), and/or the Supplementary Insurance Conditions (hereinafter: “SIC”), the Online Insurance Application, the Insurance Certificate (hereinafter: “Policy”), as well as other Special Agreements (hereinafter: “SA”) and the Data Protection Provisions (hereinafter: “DPP”). These provisions constitute an integral part of the insurance contract.

Unless otherwise stipulated in the individual provisions, the following applies to all insurance products that are subject to the Federal Health Insurance Act (KVG) or the Insurance Contract Act (VVG) as offered by SWICA.

1.3 Contracting parties

The insurance applicant is the person mentioned in the Online Insurance Application who requests insurance cover and has reached the age of 18 (also applies to Section 1.4 below). Parents can apply for and purchase the insurance they need for their minor children. Policyholders who have reached the age of 18 are solely liable for all obligations arising from the insurance contract (this also applies in the case of Section 1.4 below). Spouses are jointly and severally liable for the obligations to the extent provided for by law and permissible (also applies to Section 1.4 below). Parents are jointly and severally liable for their underage policyholders.

1.4 Joint application (family constellation)

In the case of a joint application for cover for several persons who form a family constellation (e.g. the husband and wife, incl. children/cohabiting partners), the main applicant (the person who completes the Online Insurance Application, incl. the health declaration, or who manages all communication in connection with the application) may represent and obligate the other adult family members capable of making decisions (minor children are always in their parents’ custody and do not require a separate regulation). In the case of a joint application, SWICA assumes that the respective co-applicants were aware of its submission and knew about or participated in completing the health declarations. False declarations by the main applicant can result in the same type of breach of non-disclosure obligation as when the co-applicant completes the application by himself. The policyholder himself (see also Section 1.3) always remains the contracting party as well as the premium debtor and eligible claimant under the insurance contract, including all rights and obligations thereof.

Declaration of comprehension

With the submission of the Online Insurance Application in digital form, the applicants confirm having read, understood and accepted these GTC, the GTC for Online Services, the GIC, the applicable SC and SIC, as well as any DPP of relevance, regardless of whether the submission involves a joint application (see Sections 1.3 and 1.4).

1.5 Right of amendment

With respect to these GTC, SWICA expressly reserves the right to amend the GTC for Online Sales at any time. The version of the GTC in effect when insurance cover is purchased is authoritative.

1.6 Who can use the online shop?

Only natural persons of legal age (see Section 1.3) who are Swiss residents can purchase insurance cover through the online shop.

1.7 Who can take out insurance?

The requirements for individuals (applicants) intending to buy insurance cover are laid out in the GIC/SC or SIC of the product in question.

2 How is the contract formed?

2.1 Insurance application

The submission by the applicant (in accordance with Section 1.3 or 1.4) of the Online Insurance Application to SWICA constitutes a legally binding insurance application with all the associated consequences, provided that all legal requirements are met.

When taking out insurance in accordance with the VVG, the applicant and any co-applicants (pursuant to Section 1.3 or 1.4) are bound by the application for 14 days. This period begins with the submission of the form.

The Online Insurance Application replaces the hardcopy application forms. It is not necessary for the applicant and any co-applicants (pursuant to Section 1.3 or 1.4) to sign the form by hand. SWICA confirms receipt of the Online Insurance Application to the applicant immediately.

2.2 Conclusion of the contract

If the legal requirements for purchasing KVG-compliant insurance are met, KVG-compliant cover will be in effect in every case.

For persons seeking to purchase a VVG-compliant product, the contract is deemed to have been formed once the applicant (or main applicant in the case of Section 1.4) confirms the health questionnaire and receives the policy or written confirmation of acceptance from SWICA.

3 Right of revocation

3.1 When does the right of revocation apply?

The provisions of Sections 3.1 to 3.4 apply only to products that are subject to the Insurance Contract Act (VVG).

A right of revocation exists if provided for in the GIC of the selected product. This right can be asserted only within the periods and in accordance with other conditions laid out in the GIC.

3.2 When does the revocation period begin?

The revocation period begins when the Online Insurance Application is submitted to SWICA.

3.3 How must revocation be handled?

The revocation must be sent by registered letter to SWICA Healthcare Organisation, Head Office, P.O. Box, 8401 Winterthur.

3.4 What are the consequences of revocation?

As soon as notice of revocation is sent, any provisional or definitive insurance cover ends, also retroactively.

4 Rejection/exclusion/breach of notification obligation

4.1 General

The provisions of Sections 4.2 and 4.3 apply only to products that are subject to the Insurance Contract Act (VVG).

Products that fall under the provisions of the Health Insurance Act (KVG) are subject to SWICA's acceptance obligation. Regardless of whether an application for a VVG-compliant insurance product is successful, the applicant will have mandatory KVG health insurance in every case (provided that statutory provisions are met). In this case, however, the applicant has the right to reject the insurance under the KVG and not to enter into an insurance contract with SWICA.

4.2 Rejection/exclusion

SWICA and its insurance partners can refuse an application for supplementary cover under the VVG without giving a reason, or they can impose an exclusion. In this case, the applicant will be informed of any such decisions in every case.

4.3 Breach of notification obligation

If substantive points which the applicant knew or should have known are falsified or withheld at the time when a VVG-compliant insurance product is purchased, SWICA and its insurance partners can terminate the contract in writing within four weeks of becoming aware of this breach of the notification obligation and refuse or reclaim benefits to the extent permitted by law. The contract ends as soon as the insured person receives the notice of termination.

5 Data processing/data protection

5.1 General provisions and applicability of the data protection declaration

SWICA is strongly committed to data protection. It acquires and uses personal information in accordance with the Data Protection Act, its ordinances, and social insurance legislation. SWICA's data protection declaration is an integral part of these GTC and applies in every case. SWICA's data protection provisions must be accepted before an application for insurance can be submitted.

5.2 Legal basis, data category, retention period and purpose of data processing

The data protection declaration describes the legal basis, data categories, storage period and purpose of the data to be processed.

5.3 Rights of data subjects and order data processing

SWICA's data protection declaration lays out the rights of the persons affected. Persons that SWICA commissions with processing the data are also listed in the data protection declaration.

5.4 Security in payment transactions

SWICA offers various payment methods depending on the selected insurance product. Premiums that are due only once can be paid on account or by credit card. Insurance products with regular premiums, on the other hand, are usually paid by means of a direct debit (LSV), DebitDirect (DD) or an e-billing facility. Credit card payments are processed via the secure Saferpay portal. The data centre of SIX Group Ltd in Switzerland that manages the Saferpay system is certified under the Payment Card Industry Data Security Standard (PCI-DSS). Credit card payments are subject to the general terms and conditions and the data protection declarations of the credit card provider and of SIX Group Ltd. SWICA accepts no liability arising through any credit card payments.

6 Disclaimer

To the extent permitted by law, SWICA accepts no liability for direct or indirect loss that users of the SWICA online shop or third parties may suffer on account of contacts or transactions via the internet; in particular, SWICA accepts no liability for the accuracy, currency or completeness of the data or content displayed or transmitted by phone or electronically.

7 Place of jurisdiction

These GTC are subject exclusively to substantive Swiss law to the exclusion of any conflict of law rules. The place of jurisdiction for any disputes arising from the use of the SWICA online shop is the Head Office of SWICA.

SWICA Healthcare Organisation

Because health is everything

Phone 0800 80 90 80 (24 hours a day), swica.ch

