

# Supplementary Conditions for Online Sales of Insurance Products

Version 2020

## 1 General

### 1.1 Operator

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

### 1.2 Which provisions apply?

The contractual relationship to be formed is subject to these “Supplementary Conditions for Online Sales of Insurance Products” (hereinafter: “SC for Online Sales”), the “General Insurance Conditions” (hereinafter: “GIC”) for the selected product, the “Supplementary Conditions” (hereinafter: “SC”) and/or the “Supplementary Insurance Conditions” (hereinafter: “SIC”), the “Online Insurance Application,” the “Insurance Policy” (hereinafter: “Policy”), as well as other “Particular Provisions” (hereinafter: “PP”). These provisions constitute an integral part of the insurance contract. With regard to the legal transaction of taking out insurance online, the SC for Online Sales take precedence in case of any contradictions between the SC Online Sales and the applicable GIC, SC or SIC.

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

### 1.3 Contracting parties

The insurance applicant<sup>1</sup> 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). Persons who have reached the age of 18 and are policyholders 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). Legal representative 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. husband and wife, incl. children/cohabiting partner/grandparents and grandchildren; the persons of this family constellation are listed in the family policy), the main applicant (authorised representative who submits the online insurance application, incl. health declaration for himself and the principals [co-applicants] and through whom all communication concerning the insurance application is handled) can represent and obligate the other adult co-applicants (for underage children, the legal representative submits the application) who are capable of judgement. The representative must obtain proper authorisation from the principal for this. If a person acts

without the proper authorisation, SWICA can hold him liable for any loss arising if the insurance contract terminates because one principal fails or several principals fail to subsequently approve this contract.

A joint application also means that all documents (such as enrolment decisions, invoices for premiums and co-payments, benefit statements, insurance policies, insurance cards, tax certificates, correspondence over benefit refunds, insurance cover) within the scope of the insurance relationship are managed as a family policy (payment facility for the family) and the person defined in the application as the “contact person for the contract” (does not have to be the main applicant) is assigned the tasks defined in the authorisation (power of attorney).

The power of attorney for the contact person for the contract includes: The contact person for the contract is responsible that all premiums and co-payments of the family policy are paid (i.e. for ensuring that the premiums of all policyholders of the family policy are paid collectively). In addition, he is the recipient of the benefit payments. Finally, SWICA will send or forward to him all correspondence and information contained therein, including particularly sensitive personal data such as health data. In principle, delivery includes all items sent by post, including rulings, legally binding notifications and decisions that are subject to a deadline.

SWICA rejects all liability for the consequences if the contact person for the contract discloses such information, nor can SWICA be held liable for any consequences arising if this person fails to pass on information to the respective policyholder in due time. This power of attorney granted to the contact person for the contract can be revoked at any time. The contact person for the contract must obtain proper authorisation from the principal for his actions and tasks.

SWICA will treat a jointly submitted application as having been prepared with the knowledge of the co-applicants being represented and the health declarations as having been completed with or with the knowledge of the co-applicants. False declarations by the main applicant can result in the same type of breach of disclosure obligation as when the co-applicant completes the application by himself. The policyholder himself (see also Section 1.3) is always also the contracting party, the party that owes the premium, and the eligible claimant under the insurance contract, including all associated rights and obligations.

By submitting the Online Insurance Application (digital transmission of the online form), the applicants (principal or co-applicants), irrespective of whether the application is a joint application (see Sections 1.3 and 1.4), confirm that they have read, understood and accepted these SC for Online Sales, GIC, as well as any applicable SC, SIC or PP, including the Data Protection Declaration (see Section 5.1 below). Submission of the Online Insurance Application assumes the consent of any co-applicants to be represented by the main applicant.

However, the principals have the right to revoke the authorisation they granted at any time. On the other hand, any falsely declared information that could result in a breach of disclosure obligation remains in effect.

<sup>1</sup> The term “insurance applicant” always includes the female form. To enhance readability, the document uses only the masculine form, which applies to all gender-specific references in it.

If the circumstances change (e.g. a divorce or a separation of cohabiting partners), SWICA must be informed immediately, whereby the principal must provide written proof that the power of representation remains in effect.

### 1.5 Right of amendment

SWICA expressly reserves the right to amend these SC for Online Sales at any time to the extent permitted by law. In individual cases, however, the version of the SC for Online Sales in effect when the contract was purchased applies to the applicant.

### 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 through the online shop.

### 1.7 Who can take out insurance?

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

## 2 How is the contract formed?

### 2.1 Insurance application

Applicants who submit the Online Insurance Application to SWICA (pursuant to Section 1.3 or 1.4) enter into a legally binding relationship, provided that doing so meets the legal requirements for entering into a contractual relationship (e.g. obligation to have health insurance under the Health Insurance Act).

When taking out insurance under the Insurance Contract Act (VVG), the main applicant and any co-applicants (pursuant to Section 1.3 or 1.4) are bound by the application for 14 days. This period begins when the application is submitted.

The Online Insurance Application replaces the hardcopy application forms. The main applicant and any co-applicants do not need to sign the application by hand (pursuant to Sections 1.3 or 1.4) in order to purchase insurance (except for the health declaration, which each policyholder must sign by hand). SWICA will confirm receipt of the Online Insurance Application that the main applicant and any co-applicants submit immediately on the website and by email. Any incorrect information must then be notified within seven days and adjusted as needed.

### 2.2 Conclusion of the contract

KVG-compliant cover comes into effect in every case if the legal requirements for purchasing insurance under the Federal Health Insurance Act (KVG) are met. Confirmation thereof will be issued and sent online.

Contract purchases concerning a product under the VVG become valid once the purchaser receives the policy by post or written confirmation 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 VVG.

The right of revocation is in effect if provided for in the statutory provisions or the GIC of the product in question. The legal provisions and deadlines laid out in the GIC, as well as other conditions in effect, are decisive when asserting this right.

### 3.2 When does the revocation period begin?

The revocation period begins when the Online Insurance Application reaches 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. Any benefits that have been received must be returned.

## 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 VVG.

Products that fall under the provisions of the Health Insurance Act (KVG) are subject to SWICA's admission 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 the statutory provisions are met). In this case, however, the applicant has the right to reject VVG-compliant insurance and not to enter into an insurance contract with SWICA.

### 4.2 Rejection/exclusion

SWICA and its insurance partners can reject 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 this decisions.

### 4.3 Breach of notification obligation

If significant points that the individual knew or should have known are falsified or withheld 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 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 observing data protection regulations. It obtains and uses personal information in accordance with the Data Protection Act, its ordinances, and social insurance legislation. SWICA's Data Protection Declaration informs about the processing activities at SWICA. The Data Protection Declaration can be accessed at any time at: [swica.ch/data-protection](https://www.swica.ch/data-protection). The applicant must accept the data protection provisions before submitting the insurance application.

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

The legal basis, data categories, retention period, and data processing purpose are laid out in the Data Protection Declaration, unless the information has already been sent and accepted as part of the application.

### 5.3 Rights of data subjects; processing the information about orders

SWICA's Data Protection Declaration lays out the rights of the data subjects. The parties that SWICA commissions with processing the data are also listed in the Data Protection Declaration.

#### 5.4 Security in payment transactions

SWICA offers various options for paying the premiums that depend on the insurance product that was selected. Premiums that are due only once can be paid on account or directly 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 AG (head office at Pfingstweidstrasse 110, 8005 Zurich) 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 rejects all liability arising from any credit card payments.

#### 6 Disclaimer

SWICA accepts no liability for slight and moderate negligence and for any indirect loss that applicants incur from using the SWICA online shop.

#### 7 Place of jurisdiction

These SC for Online Sales are subject exclusively to Swiss substantive law, excluding the Vienna Convention on Contracts for the International Sale of Goods, private international law and other conflict-of-laws rules. The applicant can choose his **place of residence in Switzerland or the head office of SWICA** as the legal venue for disputes arising from use of the SWICA online shop.