

SWICA

GENERAL INSURANCE CONDITIONS (GIC) FOR COVER UNDER THE FEDERAL INSURANCE CONTRACT ACT VVG.

Version 2016

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I General

The insurance carrier under the Federal Insurance Contract Act (VVG) is SWICA Healthcare Insurance Ltd, hereinafter referred to as “SWICA.” To enhance readability, the masculine form is used for persons of both genders.

Art. 1 Subject of the insurance

1. The insurance is designed to cover the economic consequences of illness, maternity, and accidents supplementary to any cover under mandatory healthcare insurance in accordance with the Federal Health Insurance Act (KVG) and the Federal Accident Insurance Act (UVG).
2. The details on the various forms of cover are laid out in the Supplementary Insurance Conditions (SIC).
3. Separate General Insurance Conditions (GIC) by the respective insurance carriers apply to the lines of insurance being referred.

Art. 2 Insurance options

The contract can include the following types of insurance:

- PRIMA supplementary healthcare insurance
- CLINICA hospitalisation insurance
- OPTIMA supplementary accident benefits
- DENTA dental treatment insurance
- MONETA daily benefits insurance
- VACANZA holiday and travel insurance

Art. 3 Contractual basis

Unless the contract states otherwise, the provisions of the Federal Insurance Contract Act (VVG) apply to this insurance contract.

Art. 4 Territorial scope

Unless an insurance expressly approves an extended form of cover, the insurance covers only the benefits of KVG-recognised service providers in Switzerland.

II Definition of terms

Art. 5 Illness and maternity

1. An illness is defined as any non-accident related impairment of physical or mental health that requires medical attention or results in incapacity for work.
2. Pregnancy and confinement, as well as any pregnancy complications, are covered in the same way as accidents, provided that the mother has had cover for illness from SWICA for at least 365 days at the time of confinement and that cover of maternity benefits is not excluded under a proviso.

Art. 6 Accident

1. An accident is defined as any sudden, unintentional and damaging effect on the human body from an extraordinary external factor that results in impaired physical or mental health.
2. The following bodily injuries are deemed to be accidents even if there is no unusual external effect:
 - Broken bones, unless the case can be attributed singularly to an illness
 - Dislocated joints
 - Meniscus tears
 - Muscle strains
 - Tendon tears
 - Ligament lesions
 - Eardrum injuries
3. SWICA’s definition of accidents complies with the UVG and takes into account current case-law.

Art. 7 Emergency

Emergency refers to situations where an insured persons requires medical treatment during a temporary stay abroad and where returning to Switzerland is not appropriate. An insured person going abroad for the purpose of such treatment does not constitute an emergency.

Art. 8 Recognised service providers

1. Recognised providers include persons and institutions whose services comply with the Federal Health Insurance Act (KVG).
2. Other SWICA-recognised service providers are shown in the conditions that apply to the individual insurance lines.

Art. 9 Insurance period

The insurance period is the same as the calendar year.

III Insurance relationship

Art. 10 Insured persons and benefits

1. The insurance covers the persons mentioned by name in the policy (insurance certificate).
2. These General Insurance Conditions are valid also for group contracts that are purchased in accordance with the Insurance Contract Act.
3. Individuals who discontinue their group insurance with SWICA can transfer to individual insurance within 30 days after having been informed of this option. The right of transfer applies also if the group insurance becomes invalid.
4. Individuals who transfer will have the same cover as they had under the previous group contract. SWICA or the group policyholder will inform the insured persons in writing about their right to transfer when they withdraw from the insurance.
5. The benefits of the purchased insurance are subject to the Supplementary Insurance Conditions (SIC), which are an integral part of the contract.

Art. 11 Insurance application

1. The SWICA application form must be used when applying for cover. The applicant or his legal representative must answer the questions in the form truthfully and fully and confirm having done so with his signature.
2. The signed application authorises SWICA to request or clarify information concerning the enrolment from doctors, the authorises and third parties at any time. The applicant releases these third parties from their statutory and contractual non-disclosure obligations.
3. SWICA has the right to order a medical examiner to conduct tests and to appoint such an examiner at its expense. Enrolment in the insurance remains provisional until the enquiries are finalised.
4. If the applicant culpably falsified information or withheld information about a significant risk that he was aware of or should have been aware of when purchasing the insurance, SWICA is no longer bound by the contract and can withdraw from it within four weeks from the date when it learned about the violation. The insurer can demand reimbursement of any benefits that may have been paid.

Art. 12 Insurance purchase

1. These plans are available to individuals up to the age of 60 whose civil-law domicile is within SWICA's area of activity (all of Switzerland).
2. SWICA has the right to cover individual illnesses and accident consequences that exist on the inception date, or that existed earlier and are known to lead to a relapse, conditionally under a proviso, or to refuse the applicant altogether without stating the reasons. SWICA determines the content and duration of the proviso. At his own expense and before the proviso period ends, the insured person can request that the proviso be suspended based on evidence that the proviso is no longer justified because the risk no longer exists.
3. Provisos do not apply to newborns on enrolment if the insurance application was filed before the birth. Any provisions that contradict the Supplementary Insurance Conditions (SIC) are reserved.

Art. 13 Insurance commencement

Insurance can be purchased effective from the first day of every month. The contract is valid from the date when SWICA issues the policy (insurance certificate) or accepts the application, at the earliest as of the agreed date shown in the policy.

Art. 14 Insurance period

The minimum contract term is one insurance period. When insurance is purchased during a calendar year, the corresponding premiums are owed for the remainder of the insurance period. On the expiration date at the end of every insurance year, the contract renews tacitly by one year at a time.

Art. 15 Contract change and commutation

1. A purchase of cover or a change to a higher insurance category is subject to the terms that apply when taking out a new insurance contract.
2. A change to a lower insurance category is possible by observing a one-month notice period to the end of the insurance period.
3. The Supplementary Insurance Conditions (SIC) apply to daily benefits insurance under the VVG.
4. If an insurance contract is replaced with a new contract from SWICA, any benefits that have already been paid as part of a contractually defined amount and period are carried over and offset against future benefits.

Art. 16 Insurance expiration

The insurance expires in the following cases:

- the insured person dies,
- the contract is terminated,
- the party withdraws from the contract or is excluded,
- the civil-law domicile is moved abroad,
- the usual residence is moved abroad for more than twelve months, unless an express written agreement to the contrary is in effect. The special provisions (Art. 4 KVV) for seconded employees are reserved.

Art. 17 Termination

1. After an uninterrupted one-year insurance period, the policyholder can terminate the entire contract or individual components thereof for every insured person by observing a one-month notice period to the end of the insurance period.
2. For the termination to be valid, notice must reach SWICA no later than one day before the one-month notice period begins.
3. Contract termination is legally valid only if sent in writing by registered mail.

Art. 18 Suspension

1. Insured persons who stay abroad for more than three months can suspend their cover at maximum for five years.
2. They must apply for such suspension in writing in advance.
3. The risk premium is 10% of the regular premium rate, at minimum CHF 5 a month per insurance line.
4. The insurance does not cover illness, accidents, and maternity and any sequelae and relapses thereof that occur during the suspension.
5. An insured person must reactivate the original cover within 30 days if his cover from another insurance provider ends. In this case, the full premium and benefits entitlement are reinstated irrespective of the person's age or state of health.
6. At the latest three months after the start of suspension and again before reinstatement of the suspended supplementary insurance, the insured person must document that another form of commensurate cover is or was in effect for the duration of the suspension.
7. If the insured person is unable to provide the necessary proof of insurance or fails to meet the deadline as laid out in paragraphs 5 and 6, cover lapses with immediate effect and cannot be applied retroactively.
8. It is not possible to increase insured benefits while the insurance is suspended.

Art. 19 Withdrawal

1. After every event for which SWICA is liable for benefits from an insurance plan, the policyholder can withdraw from the contract within 14 days after the indemnity is paid or on becoming aware of such a payment. In this case, cover ends when the notification reaches SWICA.
2. SWICA expressly waives its statutory right to withdraw from the contract after an insured event. SWICA reserves the right to terminate the contract following a violation of the notification obligation or a confirmed case of insurance fraud.

Art. 20 Duration of entitlement to benefits

SWICA pays the insured benefits after it has established its liability for the insured period, but not past the date on which the contract ends.

IV Premiums

Art. 21 Premium rate

1. Premiums are calculated per insurance period and factored into the premium rate,
2. which can be tiered, depending on the person's age and civil-law domicile.
3. Previous insurance years are recognised in the form of a loyalty discount.
4. Insured persons who do not have mandatory healthcare insurance from SWICA may be subject to a premium surcharge.

Art. 22 Premium payment/due date

1. The annual premium is to be paid in monthly instalments, which are due in advance on the date shown in the premium statement.
2. It is also possible to pay the premium in advance every six or twelve months.
3. SWICA can grant a discount for premiums paid six or twelve months in advance.
4. Premiums that become due in the course of a year count as deferred.
5. If an insured person dies or moves abroad, premiums are owed for the full month.
6. In the case of group contracts, premiums are offset based on arrangements made with the contracting party.

Art. 23 Reminders, late payments

1. In the case of unpaid premiums at the due date, the policyholder is reminded in writing about the consequences of the delay and asked to settle the outstanding amount within 14 days from the stamp date of the reminder. If the reminder is ignored, the obligation to provide benefits is suspended once the reminder period ends.
2. Unless legal measures to collect outstanding premiums are taken within two months after the reminder period as defined in para. 1 ends, it can be assumed that SWICA has withdrawn from the contract and will not collect the outstanding amount.
3. On the other hand, if SWICA takes legal measures to collect the premium or accepts such payment at a later time, the benefit obligation is reinstated as soon as the outstanding premium, including reminder fees, has been paid.
4. Persons who fall ill, have an accident, or face the consequences thereof while the benefit obligation is suspended will not be able to claim benefits even after they have paid the premiums they owe.

Art. 24 Premium adjustment

1. SWICA can adjust the premium rates effective from the beginning of the new calendar year because of a change in the cost trend and claims experience.
2. SWICA informs its policyholders in writing about any changes to its premiums. A policyholder who objects to the new terms can terminate the whole contract or parts thereof effective to the date of the change. SWICA assumes that the policyholder agrees to the new terms unless it is given notice within 30 days of the change.
3. In principle, SWICA sets its premiums based on the insured person's civil-law domicile and age.
4. A age-based premium adjustment always comes into effect 1. in January of the year following the person's birthday. In this case, the right of termination does not apply.
5. SWICA can adjust the premiums of persons who change their civil-law domicile effective to the date of the change. If such a change results in a higher premium, the policyholder can terminate the insurance within 30 days from the notification date and effective from the date of the change. In the absence of such notification, it is assumed that the policyholder agrees to the change.

Art. 25 Reimbursement of premiums

1. If the premium has been paid for an insurance period in advance and the contract is terminated for a lawful or contractually valid reason before the period ends, SWICA will refund the premium for the full months of the unused insurance period or refrain from collecting instalments that are due after this date.
2. This arrangement does not apply if
 - the withdrawal results from a claim;
 - the contract was in effect for less than one year and the policyholder caused it to terminate.

V Obligations and justification of entitlement

Art. 26 Obligation to undergo medical treatment, obligation to inform

1. Professional treatment must be administered as soon as possible if an illness or accident is likely to result in a benefits claim. The insured person must follow the instructions of doctors and other service providers to a reasonable extent.
2. SWICA has the right to ask service providers to provide it with receipts and information, especially medical certificates. The policyholder or insured person must fully and truthfully disclose all information about matters pertaining to the claim and about previous accidents and/or illnesses and release the service providers who treat or treated him from their professional non-disclosure obligations vis-à-vis SWICA.
3. On SWICA's instructions, the insured person must also undergo examinations as ordered by a medical examiner mandated by SWICA.

Art. 27 Notification obligation for outpatient treatment

1. SWICA must be provided with the detailed original invoices and receipts at least once a year in cases that involve outpatient treatment.
2. The insured person must notify SWICA of any accidents within 10 days. SWICA provides the accident form on request.

Art. 28 Notification obligation for inpatient treatment

1. SWICA must be notified in advance whenever an insured person is admitted to the acute ward of a sanatorium or psychiatric clinic, and it must be notified within five days if an insured person is admitted to a hospital for emergency treatment.
2. At the policyholder or insured person's request, SWICA will issue a cover note when the person is admitted to hospital.

Art. 29 Notification obligation for spa treatment

SWICA must be informed in good time before any treatment in a convalescent home or medical spa commences – including details about the medical spa and start date of the treatment – and asked to provide a cover note.

Art. 30 Justification of entitlement

1. Insured persons who claim benefits must provide SWICA with the originals of all medical certificates, reports, receipts and invoices from hospitals, doctors and medical personnel, etc.
2. If social and private insurers (e.g. disability, military, health, or accident insurer) other than SWICA are also liable for benefits because of an illness or accident consequence, the invoices of these insurers must be submitted in addition to the documents mentioned above.

Art. 31 Notification obligation for change of residence

Any change of civil-law domicile must be notified to SWICA in writing immediately.

VI Restrictions of cover

Art. 32 Exclusions

1. The insurance excludes illnesses and accidents relating to the following:
 - Consequences of warlike events in Switzerland and abroad. For insured persons who face such events suddenly while in a foreign country, cover ends only 14 days after the first occurrence of such an event.
 - Military service abroad
 - Participation in acts of war, terrorism and gang-related crimes
 - Involvement in fights and brawls, unless the insured person is injured during the incident as a non-participant or while assisting a helpless individual
 - Risks the insured person exposes himself to by strongly provoking others
 - Participation in civil commotions
 - Effects of ionising radiation from damaged nuclear facilities
 - Natural catastrophes such as earthquakes, flooding from ruptured dams, and impact from meteorites
 - Illnesses and accidents relating to the consumption of alcohol, medication, drugs, and chemicals
 - Actual or attempted self-mutilation or suicide
2. The insurance also does not cover:
 - Illnesses and accidents that were provisionally excluded when the contract was signed
 - Co-payments under mandatory healthcare insurance
 - Cosmetic treatment (incl. complications and sequelae)
 - Gender reassignment (incl. complications and sequelae)
 - Treatment of fertility disorders
 - Cellular therapy
 - Strengthening therapies
 - Dieting regimes
 - Cessation regimes
 - Treatments whose efficacy, appropriateness and cost-effectiveness have not been scientifically established
3. Under the supplementary conditions of the individual types of insurance, other benefits can be excluded as well.

Art. 33 Benefit reductions

1. Insured benefits can be reduced or refused altogether in especially serious cases if
 - the insured person causes the insured event through gross negligence;
 - the insured person ignores the instructions and orders of the treating physician or the controls SWICA imposes;
 - an obligation to notify or provide information is seriously violated.
2. If insurance cover is in effect for less than a full insurance period, the benefit limits are adjusted to the calendar year. The insured person must be able to prove that he was prevented from meeting his obligations through no fault of his own.

Art. 34 Multiple insurance

1. Benefits from SWICA may not result in a profit for the insured person, also not when combined with those of a third party. The calculation of overcompensation includes equal benefits for the same purpose to which the beneficiary is entitled due to the nature of the insurance case.
2. The benefits are paid supplementary to those from social insurance plans. The relationship with private insurers is subject to statutory coordination regulations. In the case of double insurance in accordance with Art. 53 VVG, SWICA is liable for its prorated share of the total sum insured.
3. The total compensation amount from all insurers may not exceed the actual amount in costs incurred from the event.
4. If another insurer reduces or refuses to pay benefits, the resulting shortfall is not replaced.
5. The benefit obligation does not apply if the insured person and a liable third party agree to partially or fully forgo claims for benefits, damages, or a lump sum without the insurer's approval.

Art. 35 Basis of benefits

1. Benefits from supplementary healthcare insurance are paid subsidiarily to any benefits due under the Swiss federal law on health, accident, military, and disability insurance as well as from respective foreign insurance carriers.
2. The statutory benefits are deducted unless mandatory healthcare insurance from SWICA is in effect.
3. Insured persons who claim benefits from SWICA instead of a liable third party or its liability insurer must assign the amount they receive from the claim to SWICA.
4. Indemnities from a liable third party or its liability insurer are deducted from SWICA's payments.
5. SWICA does not cover justified reductions that are in effect in other types of insurance.

Art. 36 Payment obligation

In principle, the insured person is liable for any fees that service providers charge. At the same time, the insured person accepts agreements with provisions for direct payment between SWICA and service providers.

Art. 37 Fee agreements and rates

1. Fee agreements between the invoicing party and the policyholder are not binding on SWICA. Benefits are calculated only at the rate that SWICA recognises for the service provider in question.
2. SWICA acknowledges the Swiss social insurance rates and the private rates that are normally used. Any provisions that contradict the Supplementary Insurance Conditions are reserved.

Art. 38 Payment of benefits

1. Once entitlement to benefits has been reviewed, SWICA pays the amounts that are due only in Swiss francs. The exchange rates valid on the date of the benefit statement apply if a currency is converted.
2. Insured persons who are eligible for a benefit payment must provide SWICA with a valid payment address in Switzerland.

Art. 39 Place of jurisdiction

In the case of disputes arising from this contract, the insured person can choose either Winterthur or his place of residence in Switzerland as the place of jurisdiction.

Art. 40 Offsetting

1. SWICA can offset benefits that are due against amounts the insured person owes.
2. The insured person does not have the right to offset amounts vis-à-vis SWICA.
3. The insured person must return any wrongfully obtained amounts to SWICA.

Art. 41 Assignment

Claims to insured benefits that have not yet been finalised can be neither assigned nor pledged without the express approval of SWICA.

Art. 42 Changes to the General Insurance Conditions

1. SWICA has the right to adjust these GIC and the Supplementary Insurance Conditions of individual plans fully or partially in order to reflect high-cost medical trends among medical service providers or if medical service providers, therapy types, or amended KVG provisions necessitate such a change.
2. If the General Insurance Conditions or Supplementary Insurance Conditions for individual types of cover in accordance with Art. 2 should change, the new conditions become valid for the policyholder and for SWICA. In this case, SWICA will inform the policyholders about such changes in writing. Policyholders who do not agree to these changes can terminate the insurance in question or the contract as a whole effective to the date of the change. SWICA assumes that the policyholder agrees to the new conditions unless notice is given within 30 days of the change.