SUPPLEMENTARY INSURANCE

GENERAL INSURANCE CONDITIONS (GIC)

Version of 2024, valid from 1 January 2024

BECAUSE HEALTH IS EVERYTHING SWICA

CUSTOMER INFORMATION

We wish to point out some contractual bases that are particularly important before you sign a contract.

The insurance contract is based on the insurance policy, the General Insurance Conditions, the relevant Supplementary Conditions and any other basis for the contract referred to in the insurance policy (each is a separate document). Look out for this symbol in the General Insurance Conditions below: 

Please ask someone to explain the marked text passages before you sign the contract. We use the symbol to emphasise the following:

- Who is the insurance carrier?
- Who can take out insurance?
- What does the insurance cover and what does it exclude?
- What are the policyholder's obligations?
- When is an insured person entitled to benefits?
- How long is the contract term?
- What data are processed by whom and for what purpose?

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GENERAL INSURANCE CONDITIONS.

I. GENERAL INFORMATION

1. These General Insurance Conditions provide the basis for all supplementary insurance plans whose content is governed by Supplementary Conditions.
2. ❗ The insurance carrier for the supplementary insurances is SWICA Insurances Ltd, Römerstrasse 37, 8401 Winterthur, hereinafter referred to as "SWICA," unless stated otherwise in the Supplementary Conditions.

ART. 1 WHO CAN TAKE OUT INSURANCE AND WHO PROVIDES CUSTOMER CARE FOR THE POLICYHOLDERS*?

❗ Only a person with legal place of residence in Switzerland can take out supplementary insurance with SWICA[1]. Please contact SWICA if you require insurance advice or wish to claim benefits from one of your policies. You will find the address of Customer Services on the insurance policy.

ART. 2 WHAT BELONGS TO THE CONTRACT?

1. Your insurance contract – for both individual and group cover – comprises:
   a) Your insurance application,
   b) the policy,
   c) these General Insurance Conditions (GIC),
   d) the Supplementary Conditions (SC),
   e) any other contract documents referred to in the policy (such as the Special Contract Terms or the Special Agreements),
   f) any supplements.
2. Supplementary insurance is subject to the Federal Insurance Contract Act (VVG; SR 221.229.1). In case of any contradiction between the GIC or SC and the mandatory provisions of the VVG, the latter take precedence. Dispositive provisions of the VVG apply only insofar as these GIC or SC do not include any deviating provisions.
3. These GIC or SC were revised on 1 January 2024. They apply to all policyholders (including those who took out insurance before 1 January 2024), provided that these GIC or SC contain no contrary provisions.

II. SCOPE OF INSURANCE AND DEFINITION OF TERMS

ART. 3 WHAT IS INSURED?

1. The insurance covers the financial consequences of illness, accident and/or maternity as well as the cost of health-promoting and preventive measures in accordance with the Supplementary Conditions for supplementary insurance under the VVG.
2. In the case of self-therapy and treatment by family members, entitlement to benefits from SWICA applies only if SWICA has approved the costs in advance (in writing or in a form that permits text-based verification).
3. Please refer to Art. 7 below for information about SWICA's lists and directories of other benefits and service providers.

*To enhance readability, this document may in some instances use the masculine form, which applies to all gender-specific references.

[1] Supplementary insurance marketed in the Principality of Liechtenstein on the basis of the agreement on direct insurance and intermediation between the Swiss Confederation and the Principality of Liechtenstein (SR 0.961.514) can also be purchased by anyone who has a legal place of residence in the Principality of Liechtenstein.

ART. 4 WHICH BENEFITS CAN BE INSURED?

a) The cost of treatment for illness, accident and maternity,
b) the cost of health-promoting and preventive measures,
c) daily benefits or,
d) lump-sum benefits on disability or death in accordance with the respective insurance conditions.

ART. 5 DEFINITION OF TERMS AND APPLICATION OF THE GIC

Basic insurance is mandatory and provides the minimum cover for healthcare and accidents as laid out in the Federal Health Insurance Act (KVG, SR 832.10). Supplementary insurance plans are individual add-ons to your mandatory health insurance and accident insurance (UVG, SR 832.20) that you can purchase to extend the scope of your cover.

All provisions of these GIC apply to supplementary insurance unless expressly stated otherwise. Unless expressly stated otherwise, all terms defined in the Federal Health Insurance Act (KVG) also apply to supplementary insurance within the meaning of this contract.

Supplementary insurance is essentially a form of indemnity insurance, unless stated otherwise in the relevant supplementary conditions.

In general, SWICA's supplementary insurance plans only cover additional services that are not covered under mandatory health and accident insurance. You will find further information about the benefits in the Supplementary Conditions for the respective insurance product.

ART. 6 ! WHICH TREATMENTS ARE COVERED?

SWICA covers the cost of treatment and of health-promoting and preventive measures, provided that such treatment and measures are efficacious, purposeful and cost-effective. You will find further provisions in the Supplementary Conditions of the respective supplementary insurance.

ART. 7 ! LISTS AND DIRECTORIES AND THEIR VALIDITY

The lists and directories of services and service providers mentioned in the respective Supplementary Conditions are available digitally, updated continuously and accessible at any time. Policyholders can ask SWICA Customer Services for extracts thereof at any time. The extent to which SWICA covers services or indemnifies policyholders otherwise is determined on the basis of the lists and directories in effect at the time of the insured event.

ART. 8 ! WHEN DOES SWICA REFUSE OR REDUCE BENEFITS?

SWICA does not provide benefits under its supplementary insurance plans in the following cases:

1. For the consequences of warlike events
   a) in Switzerland,
   b) abroad. However, if the policyholder suddenly finds himself faced with such an event in the country in which he is staying, insurance cover ends only 14 days after the first occurrence of this event;
2. For the consequences of civil unrest of any kind and the measures taken against it, unless the policyholder proves that he was not actively involved in causing or inciting such unrest;
3. In connection with service in a foreign army;
4. In connection with earthquakes or meteor strikes;
5. In connection with an actual or attempted criminal act by the policyholder (such as driving a motor vehicle in an unroadworthy condition);
6. As a consequence of participation in fights or brawls, unless the policyholder was injured by the disputants as a bystander or while assisting a defenceless person;
7. As a consequence of risks to which the policyholder exposes himself by provoking others;
8. For health damage resulting from the policyholder's exposure to extraordinary hazards (Art. 49 of the Ordinance on Accident Insurance, SR 832.202) and hazardous activities (Art. 50 of the Ordinance on Accident Insurance); the statutory UVV provisions and the case law on social accident insurance lay out how extraordinary hazards and hazardous activities are to be assessed;
9. For health damage resulting from participation in motor vehicle races of any kind and during training for such races;
10. For illnesses or accidents resulting from ionising radiation or for damage from nuclear energy;
11. When the insured person or another person entitled to benefits intentionally causes an insured event;
12. For medical treatment as a result of misuse of medicines, drugs and alcohol. Abuse of addictive substances is expressly not considered an illness and therefore does not provide a basis for an obligation for SWICA to pay benefits.
13. For purely aesthetic, cosmetic surgery or similar procedures and the consequences of such treatment.

ART. 9 GROSS NEGLIGENCE

SWICA reduces its benefits if the insured event was caused through gross negligence; any supplementary conditions are reserved.

III. CONTRACT TERM AND TERMINATION

ART. 10 FROM WHEN IS THE INSURANCE VALID?

1. The contract is valid as soon as SWICA issues the policy or confirms acceptance of the application in writing or another form that permits text-based verification, but no earlier than on the agreed date.
2. Subject to any contrary contractual provision, only the illness/maternity-related costs and the costs of health-promoting and preventive measures incurred after the policy inception date are covered.
3. Subject to any contrary contractual provision, the costs of accidents and their consequences are covered only for accidents occurring after the policy inception date.

ART. 11 ❗ FOR HOW LONG IS THE INSURANCE VALID?

You can claim benefits from SWICA for as long as the contract is in effect (subject to periodic benefit obligations within the meaning of Art. 35c VVG if the contract is suspended).

ART. 12 WHEN CAN THE INSURANCE BE CANCELLED?

1. ❗ Unless agreed otherwise, the contract term is at minimum one year, whereby the end of the insurance year always falls on 31 December. On expiry of the agreed period, the contract renews tacitly by one year at a time unless the policyholder terminates it within the specified period.
2. The policyholder can terminate the contract by giving three months' notice. For termination to be valid, notice must reach SWICA's reception area by 17:00 on the last workday before the three-month notice period ends (stamp date does not serve as reference date). The premiums are owed up to the next regular termination date. SWICA does not have this ordinary right of termination under the VVG.
3. After every case of illness or accident for which an indemnity is claimed. The policyholder can cancel the relevant part of the contract (in writing or in a form that permits text-based verification) no later than 14 days after having received the benefit payment. Cover ends 14 days after the notice reaches SWICA.
4. Supplementary insurance ends without notice also if the policyholder's usual place of stay is abroad for more than three months. Supplementary conditions or special agreements with SWICA are reserved.
5. The contract can also be terminated at any time for good cause (e.g. whenever circumstances arise that in good faith make it unreasonable for the person giving notice to continue it).
6. In all other situations, the insurance ends when the policyholder withdraws from the contract or dies.
7. Notice must always be given in writing or in a form that permits text-based verification.

ART. 13 WHAT HAPPENS AFTER THE INSURANCE ENDS?

a) Cover does not include the consequences of illnesses as well as of sequelae and relapses that occur after the insurance ends.

b) ❗ In principle, entitlement to benefits ends when the contract ends (subject to periodic benefit obligations within the meaning of Art. 35c VVG).

IV. PREMIUM PAYMENT

ART. 14 WHEN ARE PREMIUMS DUE?

1. The premiums must be paid in advance and usually monthly, but can also be paid every two, three, six, or twelve months by special agreement.
2. The premiums are due on the first day of each month of a payment period.
3. The premiums must be paid to SWICA in Swiss francs within one month from the agreed due date.

ART. 15 LATE PAYMENT

1. ❗ If the premium fails to reach SWICA within one month of the due date, SWICA will send a reminder demanding payment within 14 days of the reminder date. If the reminder is of no effect, the obligation to pay supplementary insurance benefits ends when the reminder period ends.
2. Suspended supplementary insurance cover can be reinstated in the original amount by paying the outstanding premiums and costs (interest on arrears, reminder fees, debt collection fees) within three months of the suspension, irrespective of the policyholder's health condition or, after a renewed medical examination, even after the expiry of the aforementioned period. Cover is reinstated starting on the payment date.
3. SWICA can reclaim expenses incurred on account of defaulting policyholders, such as the cost of reminders, debt collection fees and interest on arrears, etc. or offset them against claims for compensation.

V. CHANGE IN PREMIUMS AND CONTRACT

ART. 16 CAN THE CONTRACTUAL RELATIONSHIP CHANGE?

If, after the insurance contract enters into force, the KVG is amended or the range of available services changes (e.g. due to new medical developments or therapy types that significantly affect the insurance relationship, an increase in the number of service providers, or the availability of new types of service providers), SWICA can adjust its Supplementary Conditions for its supplementary insurance. This also applies in the case of significant new findings in science and research. SWICA can also increase or reduce premiums in line with current cost trends. For this, SWICA must communicate the new contract terms no later than 30 days before the calendar year ends. The policyholder then has the right to terminate the part of the contract affected by the change to the end of the current insurance year. To be valid, notice of termination must be given in writing or in another form that permits text-based verification and reach SWICA's reception area by 17:00 on the last workday of the calendar year (stamp date does not serve as reference date). The absence of the policyholder's notice is deemed as tacit agreement to the contract change.

ART. 17 PREMIUM RATE MODELS

SWICA sets premiums annually as a rate. The rate of the selected product is decisive. The premium rate models are as follows, depending on the product:

1. Premium rate model based on age at the time of enrolment
   The premiums for products that are based on the age at the time of enrolment are calculated in accordance with the policyholder's age at that time. The age group and thus the rate remain the same throughout the insurance term.
2. Age-based premium model
   For products using an age-based premium model, the premium is adjusted regularly, at the beginning of a calendar year, to any changes in the policyholder's age group, which generally results in a premium increase. This provides the basis for the right of termination under Art. 16 above.
3. For policyholders who have included children or young people in the insurance at a special rate, the next higher rate category for the premium is calculated from the beginning of the insurance year when the child or young person reaches the age of 18 or the age of 25, which usually results in a premium increase – irrespective of the premium rate model. This provides the basis for the right of termination under Art. 16 above.

The age groups for the rate based on age at enrolment and for the rate based on age are generally 0–18, 19–25, 26–30, followed by 5-year age increments up the age group of 61+.

ART. 18 ❗ CHANGE OF PROFESSION, JOB OR PLACE OF RESIDENCE OF THE POLICYHOLDER

In the case of supplementary insurance, some benefit types are subject to premium scales based on the risk class and place of residence. If the policyholder changes his profession, job or place of residence and thus brings about a change in risk, SWICA can adjust the premium accordingly. A change in premium due to relocation does not result in the right of termination.

Customer Services (see insurance policy) must be notified of the change of profession, job or place of residence within 30 days. If this deadline is missed, SWICA can request payment of any missed premium amounts from when the circumstances became known.

VI. OBLIGATIONS AND JUSTIFICATION OF CLAIMS

ART. 19 HOW DO YOU RECEIVE YOUR BENEFITS?

1. Cost of medical treatment
   SWICA pays the amount to your bank or postal account within 30 days of receiving all the relevant information, provided you proceed as follows:
   a) Cost of outpatient treatment
      All invoices and receipts must be sent to SWICA on an ongoing basis.
   b) Hospital costs
      If you have to go to hospital or a special clinic or medical spa, you must ask SWICA for a cover note at least 14 days before admission; in the case of an emergency, within 14 days after admission. SWICA decides on its obligation to pay benefits within 10 days after it receives the complete request. The benefits obligation becomes effective once SWICA has issued a cover note in writing or in another form that permits text-based verification. The invoices must be submitted to SWICA within one year.

   If you also have other insurance for hospital or outpatient treatment costs (supplementary insurance, mandatory accident insurance or another health insurer), you must submit to SWICA the statements of these insurers (e.g. health insurer, SUVA, etc.) in addition to the documents already mentioned.
2. Lump-sum benefits must be claimed in accordance with the Supplementary Conditions.

3. Payments in accordance with 1.) and 2.) must be made in Swiss francs to a Swiss or Liechtenstein bank or postal account.
4. Right to information
   SWICA has the right to request documents and information, in particular medical information. The policyholder hereby grants SWICA the right to obtain relevant documents and information directly and to instruct a doctor or therapist of its choice to review the basis of an insurance claim. Furthermore, the policyholder must truthfully provide all information about the current case in question as well as about any prior illnesses and accidents. The policyholder must release all doctors/therapists, officials, insurers and attorneys that have treated, advised or insured him from all non-disclosure obligations towards SWICA. In the case of underage policyholders, the person with custody or the policyholders must ensure that the obligations are met.

ART. 20 CONSEQUENCES OF CONDUCT IN BREACH OF CONTRACT

SWICA has a right to reduce or refuse its benefits if the General Insurance Conditions and the Supplementary Conditions are violated – unless such violations were not of a culpable nature or are proven to have had no influence on the consequences of the illness or accident and on how they were determined. Entitlement to benefits applies only if SWICA receives all the requisite documents within four weeks after it has issued its written reminder.

VII. MISCELLANEOUS

ART. 21 PLACE OF PERFORMANCE, APPLICABLE LAW AND PLACE OF JURISDICTION

1. Obligations arising from this contract must be met in Switzerland and in Swiss currency.
2. The insurance in accordance with these GIC or SC in accordance with the VVG is subject solely to Swiss substantive law to the exclusion of the Vienna Sales Convention, private international law, and other conflict-of-law rules.
3. In the case of disputes arising from the supplementary insurances, the eligible claimant can choose either SWICA's Head Office in Switzerland or his Swiss place of residence as the place of jurisdiction. If the policyholder or eligible claimant lives abroad, the exclusive place of jurisdiction is Winterthur.

ART. 22 RIGHT OF REVOCATION

1. The applicant can revoke the application to SWICA to conclude the contract or the declaration of acceptance of the contract in writing or another form that permits text-based verification (in accordance with the contact details on the insurance policy).
2. The revocation period is 14 days and begins as soon as the policyholder has applied for or accepted the contract.
3. The deadline is met if the policyholder notifies SWICA of his revocation on the last day of the revocation period or delivers his declaration of revocation to the post office.
4. Revocation voids the application to conclude the contract or the policyholder's declaration of acceptance from the start. Any benefits that have been received must be refunded.
5. The policyholder does not owe SWICA any further amounts. Where equitable to do so, the policyholder must reimburse SWICA in part or in full for the cost of any special inquiries that SWICA has undertaken in good faith with a view to concluding the contract.

ART. 23 ! EXCLUSION OF COVER/REJECTION

Illnesses and consequences of an accident which exist or existed at the time of enrolment can be excluded from the requested supplementary insurance by means of an exclusion clause. The exclusion clause can be applied retrospectively if information about illnesses and accidents was withheld at the time of enrolment. SWICA can refuse to enter into a supplementary insurance contract without giving the reasons. There is no entitlement to benefits for illnesses and accident consequences that are subject to an exclusion clause. The same applies in the case of benefits for illnesses and accidents about which information was withheld at the time of enrolment. SWICA can demand a medical examination whenever new insurance is purchased or cover is increased. The signature on the application authorises SWICA to obtain the information it needs from authorities, doctors and third parties.
If significant points that the person subject to the disclosure obligation knew or should have known are falsified or omitted when purchasing the contract, SWICA can terminate the contract in writing or another form that permits text-based verification within four weeks of becoming aware of this breach of disclosure obligation and reclaim, to the extent permitted by law, all benefits relating to the breach from when the contract began. The contract ends as soon as notice of termination reaches the policyholder.

ART. 24 TRANSFER FROM GROUP INSURANCE TO INDIVIDUAL INSURANCE

1. Anyone who withdraws from SWICA's group insurance contract (the framework agreement is also subsumed under this term) or no longer fulfils the conditions making him eligible to be a member of the group contract must notify SWICA in writing or in another form that permits text-based verification within 30 days. However, this person has the right to transfer to SWICA's individual insurance within three months. The right of transfer to individual insurance also applies when the group insurance contract ends.
2. The person transferring to individual insurance has the same cover as he had in the group contract. The group policyholder must make the insured persons aware of the right to transfer on withdrawal from the group contract. Benefits from the group insurance contract are carried over to those from individual insurance.
3. The premium is based on the current premium rate of the individual insurance at the time of transfer. The transfer age from group insurance to individual insurance is the same as the age when the person joined the medical expenses contract.

ART. 25 WHAT HAPPENS IN CONNECTION WITH A CURRENT LIABLE THIRD PARTY OR THIRD-PARTY SERVICE PROVIDERS?

1. SWICA does not grant any insurance cover if any third parties are liable. SWICA is obliged to pay benefits only to the extent that a third party cannot fully or partially be held liable. If the third party has a partial obligation to pay benefits, SWICA adjusts its benefits so that the policyholder is not overcompensated.
2. SWICA adjusts its compensation in line with amounts paid from accident insurance (UVG), health insurance (KVG), federal disability insurance (IV) or federal military insurance (MV). If several insurers under the VVG are liable for the same costs or there are other third parties that would be liable for such costs in the absence of cover from SWICA, the costs are paid only once in total. In cases where multiple policies are in effect, each insurer is liable for claims in line with its share of the total sums insured.
3. SWICA is not obliged to cover the benefits that a third party disputes.
4. SWICA pays voluntary advance benefits only if the policyholder transfers his rights against third parties to SWICA. SWICA can grant the policyholder legal protection when asserting his rights against a third party.
5. SWICA is under no obligation to pay benefits if the policyholder settles with a third party without first obtaining SWICA's consent.
6. SWICA is under no obligation to pay benefits if the policyholder fails to claim benefits from a third party in good time or makes no effort to collect them.
7. The policyholder must inform SWICA about the nature and amount of all third-party benefits. If such information is omitted, SWICA can refuse or reduce its benefits.

ART. 26 OFFSETTING AND RECLAIMING

The policyholder must return upon written request any benefits that SWICA paid by mistake. The right of offset amounts in favour of SWICA applies in this connection.

ART. 27 PROHIBITION OF ASSIGNMENT AND PLEDGING

Claims against SWICA may be neither assigned nor pledged.

ART. 28 JOINT APPLICATION (FAMILY CONSTELLATION)

1. 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 partners/grandparents and grandchildren; the persons of this family constellation are listed in the family policy), the main applicant (authorised representative who submits the application, incl. health declaration for himself and those he represents (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 person being represented, i.e. the principal. If a person acts without proper authorisation, SWICA can hold this individual liable for any loss arising from the termination of the insurance contract due to one principal or several principals failing to have approved this contract.
2. A joint application also means that all documents (e.g. enrolment decisions, invoices for premiums and co-payments, benefit statements, insurance policies, insurance cards, tax statements, correspondence on benefit refunds and insurance cover, etc.) are administered as a family policy (payment facility for the family) within the context of the insurance relationship and that the person defined in the application as the "contact person for the contract" (this does not have to be the main applicant) is assigned the tasks defined in the authorisation (power of attorney).

3. The power of attorney for the contact person for the contract includes the following functions: As the person making the payments, the contact person for the contract must ensure that all premiums and co-payments (of all policyholders of the family policy jointly) are paid. In addition, he is the recipient of the benefit payments. SWICA will send or forward all correspondence and information contained therein, including particularly sensitive personal information such as health data, to this designated contact. This applies to all correspondence, including administrative orders, legally binding notifications and time-sensitive decisions. SWICA rejects all liability for consequences arising if the contact person for the contract discloses such information to other parties or if a delay results from the contact person for the contract failing to pass information on to the policyholder in time.
4. The power of attorney granted to the contact person for the contract can be revoked in writing at any time. The contact person for the contract must obtain proper authorisation from the principal or principals for the actions and tasks to be undertaken.
5. SWICA assumes that a jointly submitted application has been prepared with the knowledge of the represented co-applicants and that the health declarations have been filled in together with the co-applicants or with their knowledge. Any 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 is always the contracting party that owes the premium, the eligible claimant under the insurance contract, and the party that assumes all the associated rights and obligations.
6. By submitting the insurance application, the applicants (main or co-applicants), irrespective of whether it comprises a joint application, confirm that they have read, understood and accepted these GIC and the respective Supplementary Conditions as well as any additional or special conditions and the Data Privacy Statement (cf. Art. 29). Furthermore, by submitting the insurance application, the co-applicants whom the main applicant represents are deemed to have given their consent.
7. However, the principals have the right to revoke the authorisation they have granted at any time. On the other hand, any falsely declared information that could result in a breach of disclosure obligation remains in effect.
8. The rules laid out in this Art. 28 apply only to contracts concluded after 1 January 2022. For contracts concluded before 1 January 2022, the current rules apply.

VIII. DATA PROCESSING

ART. 29 DATA PROCESSING BY SWICA

1. SWICA obtains and uses policyholders' personal data in accordance with the Data Protection Act and its implementing provisions, social and private insurance law and its data protection provisions, available at swica.ch/data-privacy. The data privacy statement has declaratory significance and does not form part of the contract. It is valid for the duration of the contractual relationship between SWICA and the policyholder.
2. In particular, processing involves master and contract data (such as first name, surname, address, postcode, date of birth, email address, phone number [mobile and fixed line], bank details, marital status, number of children, data on authorised representatives, financial information on income), health data (diagnoses, symptoms, medication, operations carried out, etc.), data on treatment and its course, the cost of services, data on personal and interpersonal circumstances, personality profiles, data from other insurers and service providers, and data relating to debt collection and bankruptcy law.
3. SWICA processes the data in particular in connection with the application to purchase an insurance contract (consultation, application, review of application, purchase, etc.) and while managing the contract (administering benefits, providing information and customer care, customer journey and integrated care, handling product offers, marketing etc.).
4. SWICA also uses mathematical and automated methods to analyse personal data (profiling) for statistical purposes. The information gained helps it to develop and improve the quality and utility of its services and products for current, former and prospective customers and to inform its policyholders about these.
5. The current data privacy statement explains what other data is processed. Personal data is processed in particular for purposes for which SWICA is legally authorised and which serve to fulfil its statutory and regulatory duties or to protect its legitimate interests. SWICA also processes the data for purposes for which the policyholder has given consent.

6. SWICA may share personal data with third parties (such as other insurers, independent examining doctors, authorities, lawyers and external experts, computer centres and service providers) in Switzerland and abroad in compliance with the applicable data protection provisions and so far as is necessary for the stated purposes. Data may also be shared for the purpose of coordinating benefits with foreign healthcare providers, in recourse proceedings or to uncover and prevent insurance fraud. Personal data may also be shared with third parties to whom services such as IT are outsourced in Switzerland or abroad. SWICA contractually obliges its third parties to maintain confidentiality and secrecy and to comply with the Swiss Data Protection Act.
7. The insurance card that SWICA issues to policyholders serves as proof vis-à-vis other service providers that cover is in effect. In the case of purchase of a KVG-compliant insurance product, the card is issued in accordance with KVG provisions, includes information in accordance with EU standards, and serves as proof that the holder is covered during stays in an EU country. For purchases of VVG-compliant insurance, the information can also include details about the scope of cover, incl. supplementary cover.

IX. FINAL PROVISIONS

ART. 30 MESSAGES AND NOTIFICATIONS

1. The policyholder must address all messages and notifications to SWICA. The contact details are included in the policy. The insurance carrier considers all such messages and notifications to have been addressed to itself.
2. The policyholder must notify SWICA immediately of any changes in his personal circumstances affecting the insurance relationship (e.g. change of legal representative/premium payer, change of residence, change of gender, etc.) in writing or in another form that permits text-based verification.
3. All notifications and messages from SWICA or the insurance carrier are deemed legally valid when sent to the most recent address in Switzerland or specified electronic contact that the policyholder provides.

ART. 31 LIMITATION PERIOD

Claims under the insurance contract become time-barred five years after the circumstances occurred on which the benefits obligation is based.
For contracts concluded before 1 January 2022, amounts the policyholder owes are subject to a two-year limitation period.

GLOSSARY.

Accident
An accident is defined as any damaging, sudden and involuntary injury caused to the human body by an extraordinary external factor, resulting in the impairment of physical or mental health, or death.

Basic insurance
Basic insurance (also called mandatory healthcare insurance (OKP)) covers basic health services and is mandatory for all residents in Switzerland.

Breach of disclosure obligation
The disclosure obligation is deemed to have been breached if health questions were not answered truthfully or fully when the supplementary insurance contract was concluded. In other words, the breach refers to the omission of information relevant for assessing the risk that the policyholder had or should have had.

Co-payment
When policyholders request medical services (such as a doctor's appointment, medication, therapy), they must cover a part of the costs themselves. This part of the cost is referred to as the co-payment, which consists of the excess, i.e. a fixed amount in contribution the policyholder pays per calendar year towards the treatment costs, and/or a deductible, i.e. a percentage the policyholder pays toward the treatment costs or a fixed amount per hospital day. Part hospital days are counted as full days. For inpatient hospital stays (a stay of at least 24 hours or one night) the day of discharge is not counted.

Complementary medicine
Complementary medicine includes all forms of therapy that do not fall under conventional medicine. SWICA keeps a directory of its recognised therapists. Policyholders can obtain extracts from SWICA Customer Services at any time based on their individual wishes (e.g. therapists in a specific field and in a specific region). The directory is available digitally, updated continuously and accessible at any time. Policyholders can ask SWICA Customer Services for extracts thereof at any time.

Contract hospitals
Contract hospitals are hospitals that do not have a cantonal service mandate but a contract with SWICA that governs their rates.

Conventional medicine
Medical practice as taught at universities. Conventional medicine uses only medicines and treatment methods with proven efficacy. It encompasses much of the knowledge and experience on which medicine in the Western world is based.

Cover note
The health insurer's consent to pay for a planned treatment. Before a hospital stay, it is important to obtain a cover note from Customer Services.

Deductible
In basic insurance, the deductible is the policyholder's contribution as a percentage toward the costs of medical treatment and medication. At the time these GIC or SC were issued, the deductible is generally 10% of the amount due after the excess has been applied. It also has an upper limit (children pay a maximum deductible of 350 francs per year, adults a maximum of 700 francs per year).
The deductible in supplementary insurance is the percentage the policyholder pays towards the treatment costs, or it can be a fixed amount the policyholder pays per hospital day. Part hospital days are counted as full days. For inpatient hospital stays (a stay of at least 24 hours or one night) the day of discharge is not counted.
Please see "Co-payment" for more information.

Emergency
Emergencies are situations in which medical treatment must be administered immediately.

Equivalent licensing agency
SWICA follows the rules applicable to mandatory health insurance: The Swiss Agency for Therapeutic Products (Swissmedic) maintains a list of countries whose licensing systems are recognised as equivalent.

Excess
The excess is a fixed amount the policyholder pays per calendar year as a contribution towards the cost of treatment.

Exclusion
An existing condition the policyholder suffers from is excluded from one type or several types of insurance for a defined or unlimited period.

Federal Accident Insurance Act (UVG)
Federal Act of 20 March 1981 on Accident Insurance, in effect since 1 January 1984.

Federal Insurance Contract Act (VVG)
Federal Insurance Contract Act of 2 April 1908, in effect since 1 January 1910.

Framework agreement
A framework agreement enables a contracting party to apply certain conditions to group members who have a defined legal connection (e.g. employment relationship, association membership or the like) to the contracting party, whereby the conditions come into effect when the members meet the prerequisites laid out in the framework agreement.

Group insurance contract
An insurance contract that one person or organisation – the policyholder – concludes to cover a group of others, who then are not policyholders but the insured persons.

Health Insurance Act (KVG)
Federal Act of 18 March 1994 on Health Insurance, in force since 1 January 1996.

Illness
An illness is defined as any impairment of physical or mental health that is not the consequence of an accident, that requires a medical examination or treatment or that leads to incapacity for work.

In-patient treatment
Inpatient treatment is defined as treatment involving a hospital stay of at least 24 hours or one night.

Insurance year
The insurance year is the same as the calendar year.

List hospitals
List hospitals are hospitals that have received a service mandate from the cantons on the basis of the KVG.

List of pharmaceutical preparations with special uses (LPPV)
List of medicines that health insurers cover neither from mandatory health care insurance nor from supplementary insurances under the VVG.

Lists and directories
Policyholders can access all lists and directories mentioned in the General Insurance Conditions that are relevant for calculating benefit amounts at any time on SWICA's website. Policyholders can obtain extracts from SWICA Customer Services at any time based on their individual wishes (e.g. therapists in a specific field and in a specific region). The lists and directories are available digitally, updated continuously and accessible at any time.
The extent to which SWICA covers services or indemnifies policyholders otherwise is determined on the basis of the lists and directories in effect at the time of the insured event.

Maternity
Maternity refers to pregnancy and confinement as well as the mother's subsequent convalescence.

Maximum rates
The maximum rate is calculated based on the averages of the rate agreements between SWICA and comparable hospitals or the most recent rate with the hospital in question, whereby the lower of the two rates is used. The maximum rate is calculated separately for each hospital category.

Negative list
The negative list includes the preparation categories that SWICA does not cover. This includes: The LPPV (list of pharmaceutical preparations with special uses), medicines not registered with Swissmedic, food supplements, among other things.

Neighbouring countries
Neighbouring countries include Germany, France, Italy, Austria and Liechtenstein.

Notice period/adjustment period
For termination to be valid, notice must reach SWICA's reception area no later than 17:00 on the last workday before the notice period ends (stamp date does not serve as reference date). The notice must be given in writing or in another form that permits text-based verification.

Orthodontic surgery
Orthodontic surgery includes interventions following completion of body and jaw growth to correct severe malpositioning or misalignment of the upper and lower jaws. Orthodontic surgery does not include necessary implants and sinus lifts (thickening the bony floor of the maxillary sinus) because such procedures are closer to fitting a replacement tooth, which falls under dental treatment.

Policyholder
The policyholder is the person who has entered into an insurance contract with SWICA.

Premium
The premium is the amount the policyholder pays for the cover that the insurer provides. Differences in costs make it possible to offer different premium categories. Premiums are charged in advance.

Relapse
The recurrence of an illness.

Service provider
Service providers under the Health Insurance Act include doctors, pharmacists, chiropractors, midwives and persons who render services for or on behalf of doctors, laboratories, hospitals, nursing homes, and spas that meet the prerequisite statutory conditions.

Special medicines list (SL)
After Swissmedic has authorised a new medicinal product, a company can request to have this product included in the federal special medicines list. The SL is a positive list: health insurers must cover the cost of these medicines when doctors prescribe them for treating the associated condition as laid out in the SL.

Supplementary insurance
Supplementary insurance is voluntary and can be purchased in addition to mandatory health insurance (basic insurance). It can be purchased to cover individual needs. However, insurance companies can reject insurance applications or accept them only with an exclusion clause.

SWICA-recognised hospitals
SWICA-recognised hospitals are list hospitals and contract hospitals with which SWICA has a contract concerning rates.

Swissmedic
Medicines can be sold in Switzerland only once their safety, efficacy and quality have been adequately documented and tested. Swissmedic, the Swiss Agency for Therapeutic Products, is responsible for authorising medicines.

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