



VERSION 2016

Supplementary Insurance Conditions (SIC) for health
legal protection insurance under the Federal Insurance
Contract Act (VVG)

BECAUSE HEALTH IS EVERYTHING

SWICA

Customer information

Customer information on health legal protection

The following information provides a quick and clear explanation of what health legal protection insurance is all about. The same document also contains the Supplementary Conditions (SC) in addition to the General Insurance Conditions (GIC) of SWICA Healthcare Insurance Ltd (hereinafter referred to as "SWICA").

What does the insurance cover?

Health legal protection insurance with worldwide cover protects the policyholder's rights in connection with impaired health due to an illness or accident. This also includes legal cases with medical service providers (hospitals, doctors, therapists) arising from treatment and diagnostic errors, with social insurers and private insurers, and with accident causers and their liability insurers. The insurance covers disputes under liability and insurance law plus any costs incurred through legal cases up to a certain limit, including the services as shown below. In particular, health legal protection insurance includes:

- Cover of maximum CHF 300 000 (outside of Europe CHF 150 000) in benefits in total per legal case
- Bringing claims for damages in cases of bodily injury
- Support if examinations are omitted
- Support if service providers refuse or provide the wrong information
- Disputes under insurance law (e.g. with the liability, accident, health, disability insurer, etc.)

For more information, see sections IV and V of the SC.

To qualify for health legal protection insurance you must have at least one active COMPLETA TOP and/or HOSPITA policy with SWICA.

Beginning and end of the insurance

Health legal protection insurance requires an application. The insurance and the cover it provides commence on the date shown in the policy.

After a minimum contract term of one year, health legal protection insurance can be terminated to the end of the current calendar year by observing a three-month notice period. The insurance can be terminated if premiums remain unpaid despite reminders having been sent. Additional details on this and further options for terminating the insurance are laid out in the GIC, the Federal Insurance Contract Act (VVG), and section III, Art. 3.2 of the SC.

Benefit restrictions

The insurance in particular does not cover:

- Legal cases that began before this insurance came into effect
- Disputes with Coop Rechtsschutz AG and its governing bodies
- Cases in connection with defending against claims for damages
- Cases in connection with psychiatric and psychotherapeutic treatment, fees and invoices

Further exclusions and restrictions affecting the insurance cover are laid out in the SC, the GIC, and the VVG.

Premiums

The premium depends on the policyholder's age. It is shown in the policy and invoiced together with those for the other types of supplementary insurance. The premium rate can be adjusted during the contract term.

Discretion, data privacy and protection

SWICA as well as Coop Rechtsschutz AG process the information they need for managing the insurance contract and any entitlement to benefits. For this purpose, it may be necessary to mandate external experts and other insurers. The information is stored electronically or filed as a hard copy.

SWICA does not store any information on legal cases or other benefits by Coop Rechtsschutz AG in relation with this legal protection insurance. SWICA stores only the details about the policy and the information it needs to review eligibility for cover and for filing a legal case. SWICA has entered into an agreement with Coop Rechtsschutz AG that defines how customer information is to be managed, in compliance with the provisions of the Data Protection Act. Further details are defined in section VII of the SC.

Customer care

SWICA receives the customer's notifications concerning legal cases, forwards them to Coop Rechtsschutz AG, issues the policies, and manages the premium collection process and reminders.

Coop Rechtsschutz AG works with policyholders to handle the legal cases that have been filed.

Insurance carrier

The insurance carrier, and thus the benefits provider and risk bearer, is Coop Rechtsschutz AG, Entfelderstrasse 2, P. O. Box 2502, 5001 Aarau. SWICA has entered into a group contract with it for the purpose of offering supplementary health legal protection insurance. SWICA is neither a benefits provider nor a risk bearer.

Further information on the contracting parties' rights and obligations – in particular regarding insurance cover, premiums, and data privacy – can be found in the insurance application, the policy, the GIC, the VVG, and the SC.

Supplementary conditions

General Insurance Conditions of health legal protection insurance

I Basis of the insurance

The legal case is notified to SWICA by phone, in writing, or online. After having reviewed the cover for the case, SWICA forwards it to Coop Rechtsschutz AG. A claims adjuster of Coop Rechtsschutz AG then calls the policyholder directly to discuss the matter in person and arrange the next steps.

Art. 1.1 Basis of the contract

The contents of the contract are based on these Supplementary Conditions, the General Insurance Conditions (GIC) of SWICA Healthcare Insurance Ltd (SWICA), the Federal Insurance Contract Act (VVG), the Federal Insurance Supervision Act (VAG), and the Federal Ordinance on the Supervision of Private Insurance Companies (AVO).

Art. 1.2 Group contract

Health legal protection cover is granted based on the group contract in effect between SWICA and Coop Rechtsschutz AG.

Art. 1.3 Use of the masculine and feminine forms

To enhance the readability of these Supplementary Conditions, the masculine form is used for persons of both genders.

Art. 1.4 Participants

- The policyholder is the insured person who has health legal protection insurance from SWICA. The policyholder has the right to file claims with Coop Rechtsschutz AG directly.
- The insurance carrier, i.e. the risk bearer and benefits provider in the event of a claim, is Coop Rechtsschutz AG. It undertakes to pay the insured benefits as defined within the scope of these provisions.
- The contracting parties for the individual contract are the policyholder and SWICA, which can advise the policyholder, premium payer, and beneficiaries in all matters relating to the individual contract as well as notify and receive notifications from them. Coop Rechtsschutz AG can mandate SWICA with tasks in connection with managing the insurance. Legal protection claims must be filed through SWICA. Coop Rechtsschutz AG then settles the legal case directly (cf. section VI).

II Policyholder

Anyone who is subject to mandatory healthcare insurance and has not yet reached the age of 60 can apply for health legal protection insurance. Concluding health legal protection insurance is possible on condition that a COMPLETA TOP and/or HOSPITA supplementary insurance plan is in effect with SWICA.

If the policyholder dies as a consequence of an insured event, his legal heirs are insured for this case.

III Beginning, duration and end of the contract

Art. 3.1 In general

The insurance and the cover it provides commence on the date shown in the policy. Further details concerning the beginning, duration and end of the insurance are laid out in the GIC.

Art. 3.2 Termination of the group contract

The insurance ends when the group contract between Coop Rechtsschutz AG and SWICA is terminated. The policyholder must be notified in writing about the termination no later than three months before the cover ends.

IV Scope of cover

Art. 4.1 Basic event

The date of the basic event is the definitive factor in determining the time in which cover is in effect. Legal protection cover is granted only if the basic event occurs after the contract for this supplementary insurance came into effect. The basic event refers to the date of the cause of the damage; in cases subject to insurance law, it refers to the date of the event that triggered the insurance claim; in other cases, it refers to the date of the notification that caused the dispute.

When this insurance ends, entitlement to legal protection cover for basic events occurring after this date also ends.

Art. 4.2 Territorial scope

The insurance cover is valid worldwide.

Art. 4.3 Insured legal cases

The insurance covers the following legal cases that occur in connection with health impairment:

- Disputes subject to liability law (e.g. with statutorily recognised benefits providers, motor vehicle keepers after traffic accidents, etc.), in particular over:
 - Wrong treatment
 - Omission of examinations
 - Breach of the obligation to inform the policyholder about the possible effects of medical measures
 - Refusal to provide information, in particular with respect to
 - inspection of medical documents
 - the release of x-rays
- Disputes under insurance law (e.g. with the liability, accident, health, disability insurer, etc.)

Art. 4.4 Not insured legal cases

No legal protection cover is granted

- in cases that are not expressly shown
- in legal cases that began before this insurance came into effect
- in disputes by the policyholder with insurance carriers or their governing bodies, attorneys and claims adjusters who handle an insured case involving legal protection cover
- in connection with psychiatric and psychotherapeutic treatment
- in disputes over invoices or fees (except for those involving unpaid benefits)
- in connection with disputes over premiums
- in connection with premeditated criminal acts and deliberately caused cases involving legal protection claims
- in connection with the mere collection of claims and with assigned claims
 - when defending against claims for damages
 - for minor claims with an amount in dispute below CHF 500
- in case of a person's involuntary commitment in accordance with Art. 426ff. of the Swiss Civil Code

Art. 4.5 Subsidiarity

Entitlement to legal protection cover applies only in accordance with this contract if and insofar as no other insurer is liable for such benefits.

V Benefits

Art. 5.1 Insured benefits

Health legal protection cover includes the following benefits:

- Upholding the claimant's legal interests through Legal Services of Coop Rechtsschutz AG
- Processing the legal protection cases through Coop Rechtsschutz AG
- Payment of maximum CHF 300 000 (outside of Europe: CHF 150 000) per legal case:
 - The cost of retained lawyers
 - The cost of expert opinions
 - Procedural costs and court fees that are billed to the policyholder
 - Compensation to the counterparty that the policyholder is required to pay

Art. 5.2 Not insured benefits

In particular, cover does not include:

- Compensation in damages
- Costs a liable third party is obligated to assume

Art. 5.3 Assignment

Procedural and counterparty costs awarded to the policyholder must be assigned to Coop Rechtsschutz AG up to the amount in benefits it has paid.

VI Settling a legal case

Art. 6.1 Filing a legal case / obligation to cooperate

SWICA or Coop Rechtsschutz AG must be informed in writing immediately at their request if a legal case is filed. Section VII lays out how the information is to be managed.

The claims adjusters of Coop Rechtsschutz AG discuss the further steps to take with the policyholder. The policyholder must assist Coop Rechtsschutz AG in processing the claim, provide the necessary authorisations and information, and forward any notifications it receives immediately, in particular those from the authorities.

In the case of culpable violations of these obligations, Coop Rechtsschutz AG can reduce its benefits commensurate with the additional costs it has consequently incurred. In the case of a gross breach of these obligations, it can refuse its benefits.

Art. 6.2 Settlement

Coop Rechtsschutz AG consults with the policyholder and then takes the available measures to safeguard the policyholder's interests. If it proves necessary to retain a lawyer, in particular in connection with court or administrative procedures or cases where there is a conflict of interest, the policyholder can suggest a lawyer of his choice. If Coop Rechtsschutz AG disapproves of this choice, the policyholder can suggest three other lawyers, of which one must be accepted. The three lawyers the policyholder suggests may not belong to the same law firm. The approval and commitment to provide cover must be obtained from Coop Rechtsschutz AG before the lawyer is retained.

Coop Rechtsschutz AG can reduce its benefits if the policyholder fails to observe this provision. If the policyholder changes the lawyer without a compelling reason and without first discussing the matter with Coop Rechtsschutz AG, the policyholder is liable for any costs that such a change incurs.

Art. 6.3 Differences in opinion on measures for reaching a settlement

At the policyholder's request, arbitration proceedings are instituted in cases where opinions on how to proceed differ, in particular if the insurer considers pursuing the case to be futile. Both parties must appoint the arbitrator jointly. In all other respects, such measures are subject to the provisions on arbitration as laid out in the Swiss Code of Civil Procedure (CCP). If the policyholder institutes proceedings at his own expense, contractual benefits are due if the outcome of the main proceedings proves to be more favourable than what the insurer had foreseen.

Art. 6.4 Subsidiary liability and benefits by SWICA

SWICA cannot be held subsidiarily liable if differences in opinion and disputes arise between the policyholder and Coop Rechtsschutz AG from this contract. In particular, SWICA cannot be held liable in cases of allegedly faulty or incorrect legal advice or management of the proceedings by Coop Rechtsschutz AG.

Coop Rechtsschutz AG is solely responsible for any decisions on how to manage the proceedings.

SWICA pays no benefits of any kind – neither as an indemnity nor as a supplement – for which Coop Rechtsschutz AG is liable.

VII Managing information

SWICA gathers the information used for filing and managing the legal case and then notifies Coop Rechtsschutz AG after having established that cover for the policyholder is in effect. The information is transmitted by means of the latest encryption technology. SWICA stores the information necessary for administering this contract (in particular about the affected person, details on the cover, and the number of legal cases) and deletes the other information (in particular about the legal cases). The policyholder agrees to have his information stored, processed, and passed on to Coop Rechtsschutz AG in this manner. Otherwise, SWICA does not store any information or files on legal cases or other benefits by Coop Rechtsschutz AG in relation with this legal protection insurance.

Coop Rechtsschutz AG processes the information it needs for managing the insurance contract, namely the details about the policyholder and premium payer and the information for reviewing the legal case and benefits obligation (including personal data that requires special protection). The relevant decrees, in particular the provisions of the Swiss Federal Act on Data Protection and its ordinances, apply when processing personal data.

Prior to concluding the contract and for the duration of the contract term, it may become necessary to request information from third parties for the purpose of clarifying circumstances (in particular from previous insurers to clarify the termination reasons and claims frequency, check if double insurance is in effect, verify cover, and coordinate claims handling).

SWICA and Coop Rechtsschutz AG collect information electronically and as hard copies. Such information must be protected against inspection by unauthorised third parties in accordance with data protection legislation. The information is stored within the required scope as defined by law. Furthermore, SWICA's organisational units and group companies active in the insurance sector can exchange such information and use it for marketing purposes.

The policyholder is aware and agrees that his information is used in the manner described above.

Every policyholder has the right, within the scope of the Data Protection Act, to ask SWICA and Coop Rechtsschutz AG whether and which of his personal information is being used in their data collections. Furthermore, the policyholder can request that any incorrect information be deleted.

In all other respects, the provisions of the GIC (especially Art. 22) apply.

VIII Applicable law and place of jurisdiction

This contractual relationship is exclusively subject to material Swiss law. Supplementing these contractual provisions, the Federal Insurance Contract Act applies.

In the case of disputes over SWICA's obligations from this contractual relationship, the policyholder can choose the place of jurisdiction at SWICA's Head Office in Winterthur or at his place of residence in Switzerland. If the policyholder lives abroad, Winterthur is the exclusive place of jurisdiction.

In the case of disputes over Coop Rechtsschutz AG's obligations from this contractual relationship, the policyholder can choose the place of jurisdiction at Coop Rechtsschutz AG's Head Office in Aarau or at his place of residence in Switzerland. If the policyholder lives abroad, Aarau is the exclusive place of jurisdiction. In the case of differences of opinions concerning measures for handling the claim, the procedures laid out in section VI, Art. 6.3 above apply.