

Health legal protection insurance

Supplementary Insurance Conditions (SIC) under the VVG

Version of 2024, valid from 1 January 2024

SWICA

Table of contents

Customer information about health legal protection

What does the insurance cover?	3
Beginning and end of the insurance	3
Benefit restrictions	4
Premiums	4
Discretion, data privacy and protection	4
Customer care	4
Insurance carrier	4

Supplementary Conditions for health legal protection

I. Basis of the insurance	5
Art. 1.1 Basis of the contract	5
Art. 1.2 Group insurance contract	5
Art. 1.3 Use of the masculine and feminine forms	5
Art. 1.4 Participants	5
II. Policyholder	5
III. Beginning, duration and end of the contract	6
Art. 3.1 From when is the insurance valid?	6
Art. 3.2 Termination of the group insurance contract ..	6

IV. Scope of cover	6
Art. 4.1 Underlying event	6
Art. 4.2 Territorial scope	6
Art. 4.3 Insured legal cases	6
Art. 4.4 Not insured legal cases	6
Art. 4.5 Subsidiarity	6
V. Benefits	7
Art. 5.1 Insured benefits	7
Art. 5.2 Not insured benefits	7
Art. 5.3 Assignment	7
VI. Settling a legal case	7
Art. 6.1 Filing a legal case/obligation to cooperate	7
Art. 6.2 Settlement	7
Art. 6.3 Differences in opinion on measures for reaching a settlement	7
Art. 6.4 Subsidiary liability and benefits by SWICA	7
VII. Managing information	8
VIII. Applicable law and place of jurisdiction	8

Customer information about 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 Insurances Ltd (“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. It also includes the services as explained in the following sections.

In particular, health legal protection insurance includes:

- Cover of maximum 300 000 francs (outside of Europe 150 000 francs) 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, Completa Forte and/or Hospita policy with SWICA.

Beginning and end of the insurance

Health legal protection insurance requires an application. The application may be withdrawn within 14 days from the submission date. All the insurer’s obligations end once the revocation declaration has been submitted. To meet the revocation deadline, the policyholder must notify the insurer or have the notice postmarked by the last day of the revocation period. The insurance and the cover it provides start 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 Policies Act (VVG), and section III, Art. 3.2 of the SC.

Benefit restrictions

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

SWICA does not process any information on legal cases or other benefits provided by Coop Rechtsschutz AG in relation with this legal protection insurance. SWICA stores only the details of 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

Notifications regarding legal cases are sent directly to Coop Rechtsschutz AG. SWICA 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 insurance 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, the SC and the relevant data protection declarations.

Supplementary Conditions for health legal protection

I. Basis of the insurance

The legal case is reported by telephone, in writing or online to Coop Rechtsschutz AG. Upon request, SWICA forwards the insurance cover 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 Insurances Ltd (SWICA), the Federal Insurance Policies Act (VVG), the Federal Insurance Supervision Act (VAG), and the Federal Ordinance on the Supervision of Private Insurance Companies (AVO).

Art. 1.2 Group insurance contract

Health legal protection cover is granted on the basis of the group insurance 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 person who has purchased health legal protection insurance from SWICA. The policyholder has a direct right to file claims against Coop Rechtsschutz AG.
- **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 engage SWICA to carry out 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 70 can apply for health legal protection insurance. Concluding health legal protection insurance is possible on condition that a Completa Top, Completa Forte 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 From when is the insurance valid?

The contract is valid as soon as SWICA issues the insurance policy or confirms acceptance of the application in writing or another form deemed as written proof, but no earlier than on the agreed date. The consequences of an accident or illness are covered only if the accident happens after the insurance starts or the first case of the illness occurs after the insurance starts.

Art. 3.2 Termination of the group insurance contract

The insurance ends on termination of the group insurance contract between Coop Rechtsschutz AG and SWICA. The policyholder must be notified of the termination in writing or another form deemed as written proof at least three months before the cover ends. In addition, the extraordinary right of termination for good cause is in effect if the person who is terminating the contract faces, in good faith, circumstances that make it unreasonable to continue the agreement.

After a minimum contract term of one year, health legal protection insurance can be terminated as of the end of the current calendar year by observing a three-month notice period.

IV. Scope of cover

Art. 4.1 Underlying event

The date of the underlying event is the definitive factor in determining the time in which cover is in effect. Legal protection cover is granted only if the underlying event occurs after the contract for this supplementary insurance came into effect. The underlying 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 underlying 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 regarding:
 - Medical malpractice
 - 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 between the policyholder and insurance carriers or their governing bodies as well as with attorneys and claims adjusters who handle an insured case involving legal protection cover
- in connection with psychiatric and psychotherapeutic treatment
- in disputes regarding invoices or fees (except for those involving unpaid benefits)
- in connection with disputes regarding 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 500 francs
- 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 is a form of indemnity insurance and includes the following:

- The upholding of the claimant's legal interests by the Legal Services department of Coop Rechtsschutz AG
- The processing of the legal protection cases by Coop Rechtsschutz AG
- Payment of maximum 300 000 francs (150 000 francs outside of Europe) 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 for damages
- Costs a liable third party is obligated to assume

Art. 5.3 Assignment

Procedural and counterparty indemnities awarded to the policyholder must be assigned to Coop Rechtsschutz AG up to the benefit amount it has paid.

VI. Settling a legal case

Art. 6.1 Filing a legal case/obligation to cooperate

Coop Rechtsschutz AG must be informed immediately, in writing at its request, if a legal case is filed. Upon request, SWICA forwards the policyholder's cover to Coop Rechtsschutz AG.

The experts at Coop Rechtsschutz AG discuss the next steps with the policyholder. The policyholder must help Coop Rechtsschutz AG process the legal protection claim, provide the necessary authorisations and information, and forward any notifications it receives immediately, in particular those from the authorities.

In the event of a culpable breach of these obligations, Coop Rechtsschutz AG may reduce its benefits to cover the additional costs it incurs in this connection and if the policyholder fails to prove that the breach had no influence on the occurrence of the event in question. In the event 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 in which 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 will be paid if the outcome of the main proceedings proves to be more favourable than what Coop Rechtsschutz AG 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

In accordance with Art. 6.1, SWICA processes only the data that is necessary for the conclusion and administration of the insurance contract, namely information regarding the policyholder and the premium payer. SWICA forwards the data necessary for the administration of this contract (including details of the cover) to Coop Rechtsschutz AG via a secure transmission channel. SWICA does not process any data or files concerning legal cases or other services of Coop Rechtsschutz AG in connection with this legal protection insurance.

Coop Rechtsschutz AG processes the data it needs to review the legal case and the benefits obligation (including particularly sensitive personal data). The relevant decrees, including the provisions of the Swiss Federal Act on Data Protection and its executing provisions, 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 and share information with them on the basis of the authorisation granted, for the purpose of clarifying circumstances (including from previous insurers to clarify the reasons for termination and the frequency of claims, to check if double insurance is in effect, verify cover, and coordinate the processing of claims). Coop Rechtsschutz AG is the data controller in connection with the benefits claim.

The data is processed both electronically and manually by SWICA and Coop Rechtsschutz AG. SWICA and Coop Rechtsschutz AG guarantee adequate data protection through appropriate technical and organisational measures. The data is stored in compliance with the provisions of data protection law and in accordance with the relevant data protection declarations. Data may also be shared within the various organisational units of SWICA and between the SWICA Group companies that operate in the insurance sector, and also used for marketing purposes.

The policyholder is aware that his/her information is used in the manner described above, and agrees to this.

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/her personal information is being collected and used. Every policyholder is also entitled to demand that SWICA and Coop Rechtsschutz AG correct, erase or restrict the processing of his/ her data, and to object to the processing of personal data.

Further information on data processing can be found in the data privacy statements of SWICA and Coop Rechtsschutz AG, which apply for the duration of the contract between Coop Rechtsschutz AG and the policyholder. The data privacy statements are an integral part of the insurance contract and provide further information about the categories, procedures, purpose and basis of how the data in question is processed, about the policyholder's rights with regard to how SWICA and Coop Rechtsschutz AG processes the data, and about the duration of the processing and retention periods.

VIII. Applicable law and place of jurisdiction

This contractual relationship is subject exclusively to substantive Swiss law, excluding the Vienna Convention on Contracts for the International Sale of Goods, international private law, and other conflict-of-laws rules.

In the event 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.