



EDITION 2000

General Insurance Conditions for international
Health Care Insurance SWICA GLOBAL CARE

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General Insurance Conditions

General

The insurer is SWICA Insurances Ltd, Römerstrasse 37, CH-8401 Winterthur.

Art. 1 Who is responsible for you?

If you need insurance advice or wish to claim benefits from this insurance, please contact the SWICA Health Care Organization. You will find the address of your branch office on your insurance policy.

Art. 2 What are the constituent parts of the contract?

Your insurance contract – whether it is an individual agreement or for persons insured under a collective scheme – comprises:

- your insurance proposal form
- the insurance policy
- these General Insurance Conditions (AVB)
- any Special Contractual Agreements (BVB).

This insurance is based on the Federal Swiss law on insurance contracts (VVG).

Scope of the Insurance Cover

Art. 3 What is insured?

You can insure yourself against the financial consequences of illness/pregnancy and accident in accordance with these conditions. The benefits listed in these insurance conditions are complementary to any compulsory health care or accident insurance. If the accident risk is also covered, SWICA will pay the same benefits as for illness.

Art. 4 What forms of treatment are paid for?

SWICA will meet the costs for recognized forms of treatment if these are effective, appropriate, and economical. Additional conditions can be found in the description of the insurance benefits (Art. 11 ff).

Art. 5 Territorial applicability

The insurance cover applies worldwide.

Art. 6 Insured persons

The insurance covers the persons listed in the policy, provided these persons are not subject to the insurance obligations defined in Swiss law on health care and accident insurance (KVG and UVG). The right is reserved to make special contractual arrangements in collective agreements.

Definition of Terms

Art. 7 Illness

An illness is deemed to be any effect on physical or psychological health which is not the result of an accident and which requires a medical examination or treatment.

Art. 8 Accident

An accident is deemed to be the sudden, unintentional, harmful influence of an unusual external factor on the human body, the consequences of which have a detrimental effect on the physical or psychological health. The following physical injuries are also considered accidents, even where no unusual external influence applies: skeletal fractures, dislocation of joints, tearing of the meniscus, tearing of muscle, pulled muscle, rupture of tendons, ligament injury, and eardrum injuries.

Art. 9 Maternity

Maternity is understood to cover pregnancy and childbirth.

Art. 10 Outpatient, inpatient and partial inpatient treatment

Outpatient treatment is any medically indicated treatment administered by a state-recognized medical practitioner or institution. Inpatient treatment is deemed to be any medically indicated stay in hospital of more than 24 hours. Partial inpatient treatment is deemed to be any medically indicated stay in hospital of up to a maximum 24 hours. Inpatient and partial inpatient treatment must be provided in a hospital or outpatient/day clinic recognized by the country in question.

Insurance Benefits

Art. 11 Levels of insurance cover

One of three levels of insurance cover can be chosen. The insured sum is deemed to cover the total of all benefit categories (illness/pregnancy and accident, if this is also covered) minus the patient's contribution per calendar year and per insured person. The defining criterion is the date of the treatment.

Level 1: CHF 100,000.–

Level 2: CHF 250,000.–

Level 3: CHF 1,000,000.–

Art. 12 Payment of benefits

- 1 The insured person must submit to SWICA all original bills and receipts, showing all details of the costs, together with the necessary medical information. The bills for reimbursement are to be submitted to SWICA either in German, French, Italian, Spanish or English no later than 90 days after the bill was issued, and at all events no later than 360 days after the end of treatment. SWICA shall be under no obligation to pay benefits in respect of treatment for which these documents are submitted too late.
- 2 If the documentation is incomplete or incomprehensible, or if SWICA requires additional or more precise details in order to determine the benefits that are due, then SWICA shall issue a reminder to the insured person at the last known address for correspondence, giving 60 days notice in writing. If the requested information is not forwarded within this period, or if the information is insufficient, then SWICA shall be under no obligation to pay benefits.
- 3 SWICA shall pay reimbursement for the services rendered and insured in accordance with the standard rate applicable for the health care provider in the country concerned. If the rates shown in the invoice for the health care services provided do not correspond to the standard national rates for the health care provider, or if inappropriate use is made of the said rates, SWICA shall be entitled to reduce the benefits accordingly.
- 4 If SWICA has not had to render safe deposit services or promised to pay the costs directly to the health care provider, the costs will be paid to the insured person by SWICA into a bank address in Switzerland in Swiss francs. The current rate of exchange on the date on which the health care provider drew up the invoice (invoice date) shall be the reference date for the purpose of converting foreign currencies into Swiss francs.

Art. 13 Outpatient treatment

- 1 The insured person is free to make his/her own choice of doctor, therapist and hospital, subject to the medical practitioner or clinic and the methods of diagnosis and treatment being officially recognized in the country where the treatment is provided.
- 2 Laboratory tests, analyses, X-rays, physiotherapy, and other forms of treatment must have been prescribed by a doctor. A doctor's prescription must be provided for medicines.

Art. 14 Stay in hospital

SWICA shall pay reimbursement for the proven costs of all public and private hospitals officially recognized in the state in which the treatment is provided.

SWICA shall bear the cost of board and accommodation, medical fees, scientifically recognized diagnostic and therapeutic measures, medicines, anaesthesia procedures, and operating rooms. The benefits will be paid for as long as the insured person requires acute hospital care on medical grounds.

Art. 15 Partial inpatient treatment / day clinics

SWICA shall reimburse the costs of a stay in a day clinic, or for a partial inpatient stay in hospital, on the same basis as for outpatient treatment, plus the costs incurred for board and accommodation during the hospital stay.

Art. 16 Inpatient rehabilitation

SWICA shall reimburse the cost of a medically indicated and economical inpatient rehabilitation, which is prescribed by a doctor following a stay in hospital, for a maximum of 90 days per calendar year.

Art. 17 Inpatient stays in psychiatric clinics or in special wards for the mentally ill

SWICA shall pay a contribution to the cost of treatment and care up to a maximum total of CHF 300.– per day for stays in psychiatric clinics or special wards for the mentally ill, provided the treatment is prescribed by a doctor, is medically indicated, and is economical, for a maximum of 90 days per calendar year.

Art. 18 Maternity and childbirth

- 1 In cases of maternity, SWICA shall pay the same benefits as for illness. In addition, following the delivery, SWICA shall also pay the costs for the care and treatment of a healthy child out of the mother's insurance, provided the child stays in the same hospital together with the mother.
- 2 The entitlement to maternity benefits only comes into effect after a deferred period of 360 days following the commencement date of the insurance.

Art. 19 Spa treatment

In the case of spa treatment which is prescribed by a doctor and approved in advance by SWICA, a contribution towards the treatment and residential costs shall be paid amounting to a flat rate of not more than CHF 170.– per day for a maximum period of 30 days per calendar year.

The application for such treatment must be submitted to SWICA for review, together with the doctor's prescription, at least 21 days before the planned treatment.

Art. 20 Convalescence

For convalescence which is prescribed by a doctor, has been approved in advance by SWICA, and is indicated following a period of inpatient hospital care, a flat rate of not more than CHF 100.– per day will be paid towards the treatment and residential costs for a maximum period of 30 days per calendar year.

Art. 21 Home nursing care

SWICA shall pay CHF 100.– per day towards the proven costs of home care which is provided for insured persons in their own home by a qualified caregiver (relatives excluded) for a maximum period of 90 days per calendar year.

The need for nursing care must be verified by a doctor's certificate.

Art. 22 Emergency transport, transfer and repatriation

SWICA shall meet the costs for medically indicated emergency transport of the insured person to the nearest doctor or hospital.

Cover is also provided for the medically indicated transfer from one health care provider to the nearest alternative that is more suitable for administering the treatment required.

In addition, the costs for repatriation to a suitable hospital close to the insured person's place of residence will also be met. The doctors on the SWICA emergency phone number will decide on the necessity and mode of repatriation. For all the measures described here, payment will be made for approved and proven costs up to a maximum total sum of CHF 50,000.– per calendar year.

Art. 23 Patient's contribution

The insured person can select from the following options for the patient's contribution (the so-called excess or deductible):

CHF 600.–, CHF 1,000.–, CHF 2,000.–, CHF 5,000.–, CHF 10,000.– per calendar year. The premium will be reduced according to the option selected. The patient's contribution applies to all insured benefits but is only applied once per calendar year. The defining criterion for allocation to the calendar year is the treatment date.

Obligations and justification of entitlement

Art. 24 Obligation to inform in an insured event

- 1 For stays in hospital, the insured person must apply for a guarantee of cover before admission to hospital. SWICA shall decide on whether to issue this guarantee of cover and on any transfer to a suitable hospital close to where the insured person lives on the basis of the medical findings. In the event of an emergency, or if Acts of God prevent the insured person from notifying SWICA to this effect, the insured person or his/her relatives are under obligation to notify SWICA within 10 days of the event. Equally, repatriations must, in accordance with Art. 22, be reported to the SWICA Emergency Phone Line and be approved by SWICA.
- 2 The insured person is under obligation to do everything that may help to minimize and resolve the loss. In particular, the insured person must release the doctors who are treating or have treated him/her from their obligation of doctor-patient confidentiality in respect of the SWICA Health Care Organization, SWICA Insurances Ltd and the SWICA emergency phone number.

Art. 25 Multiple insurances / third-party liability to benefits

- 1 Treatment costs to be met by liable third-parties or their insurers, as well as treatment costs for which payment is required from other health care or accident insurance companies, will be fully deducted from the payments to be made by SWICA. Where third-parties are only liable to partial payment, SWICA shall pay its benefits in such a way that the insured person does not receive overcompensation.
- 2 If a third-party disputes his/her obligation, SWICA shall not be under obligation to pay benefits. Voluntary advance benefits will only be made by SWICA if the insured person cedes to SWICA his/her claims vis-à-vis third-parties. SWICA may grant the insured person legal protection against third-parties in the enforcement of his/her rights.

- 3 If the insured person concludes a settlement with third-parties without the prior consent of SWICA, the obligation of SWICA to reimburse shall no longer apply.
 - 4 SWICA is not liable to pay benefits if the insured person does not lodge his/her claims against a third-party within the given time or makes no efforts to ensure that such claims are lodged.
 - 5 The insured person must inform SWICA of the type and extent of all third-party benefits. Failure to inform can entitle SWICA to refuse or reduce its benefits. Benefits already disbursed must be repaid.
- o) Damage to health attributable to risky behaviour. Risky behaviour is that in which the insured person exposes him/herself to particularly great risk, without the insured person taking or even being able to take the necessary precautions to reduce the risk to a reasonable extent.
Risky or like behaviour includes for example:
 - motor and cycle sports racing of any kind, such as motor racing, motorcycle racing, motocross, motorboat racing, skating, cycle racing and training for these sports
 - extreme sports, such as ski speed racing, snow and river rafting, diving at depths of more than 40 metres, diving on wrecks, boxing, catch-as-catch-can, full contact fighting, extreme karate, canyoning, hydro-speed, river boogie, bungee jumping, base jumping, speed skating
 - free-riding on trains
 - spacing
 - similar sports and pastimes.

Art. 26 Ban on transfer or assignment

Claims against SWICA may not be transferred or assigned. In the event of transfer or assignment, any such claims against SWICA are without force.

Art. 27 Limits of cover – exclusion clauses

The following are not covered by this insurance:

- a) Treatment, care, supervision and stay in a nursing home, a home for the chronically ill or the elderly, or a retirement home.
- b) Surgery for the correction or removal physical defects or disfigurements, unless this surgery is necessitated by an illness or accident covered by the insurance.
- c) Visual aids such as spectacles or contact lenses, hearing aids, prostheses, and orthopaedic aids, as well as any aids designed to increase potency.
- d) Cellular therapy, reducing diets, strength enhancement treatment, and all family-planning measures (sterilization, fertility treatments, and abortion, regardless of the medical indication), as well as lifestyle products.
- e) All forms of dental treatment.
- f) Suicide and self-mutilation which is caused by the insured person intentionally or when totally or partially of unsound mind.
- g) Illnesses and accidents resulting from events of war anywhere in the world, unless the illness or accident occurs within 14 days from the first occurrence of such events in the country in which the insured person is staying or in which such events took him/her by surprise.
- h) Damage to health caused by the effects of ionizing radiation and nuclear energy.
- i) Consequences of taking or injecting narcotics or painkillers, doping, and the use of similar substances, as well as medicines which have not been prescribed by an authorized doctor.
- j) Alcohol abuse and its consequences.
- k) Consequences of a breach of official regulations.
- l) Consequences of perpetrating or attempting to perpetrate an illegal or criminal offence.
- m) Consequences of taking part in strikes, fights and brawls, except where the insured person is an innocent bystander or goes to the assistance of a defenceless person and is injured by those involved in the fighting.
- n) Consequences of hazards to which the insured person exposes him/herself by provoking others.

- p) Accidents which occur on, or when taking part in, non-Swiss military service and illnesses which manifest themselves or occur on, or when taking part in, non-Swiss military service.
- q) Consequences of participation in, or attempts at, warlike actions and acts of terrorism.

Art. 28 Reductions – gross negligence

SWICA shall refuse to pay or shall reduce the benefits if the insured event has been caused by wilful intent or gross negligence.

Art. 29 Consequences of action in breach of the terms of the contract

In the event of action in breach of the insurance conditions, SWICA is entitled to reduce or refuse payment of its benefits unless it is proven that the action in breach of the contract had no effect on the consequences of the illness or accident and the detection of said consequences and was not culpable.

Duration and Termination of the Contract

Art. 30 When does the insurance commence?

The contract commences as soon as SWICA has issued the insurance policy and declared its acceptance of the proposal, but not before the date which has been agreed and denoted in the insurance policy. The consequences of accidents and illnesses are only covered if the accidents occur after commencement of the insurance or the illnesses arise for the first time after commencement of the insurance.

Art. 31 What is the period of cover?

- 1 The insured person is entitled to the insured benefits for as long as the contract remains in force and provided no block on payment of the benefits has come into effect due to non-payment of premiums or of the patient's contribution (the so-called excess).
- 2 Unless otherwise agreed, the contract is concluded for a minimum period of one year, the end of the insurance year always falling on 31 December. Following expiry of the agreed period, the contract is extended tacitly by one year in each case, unless it is terminated within the period stipulated by the insured person.

Art. 32 When can the insurance be terminated?

- 1 No insurances can be cancelled without the consent of SWICA if there are any premium arrears, reminder costs or outstanding costs for collection. The insured person retains the right to termination in the event of a claim for which a benefit is due.
- 2 After issuing a written reminder to the address for correspondence as notified to SWICA, and after a 30-day period of grace, SWICA has the right to immediately terminate the contract if the insured person fails to pay the excess in accordance with Art. 23.
- 3 SWICA waives its right of termination in the event of a claim for which a benefit is due. It reserves the right of termination, however, in the event of a fraudulent claim, or an attempt to issue a fraudulent claim, by the proposer or the insured person. SWICA also has the right to terminate the contract on expiry if it wishes to adapt this to the market conditions and replaces the existing insurance product with a new one. In this event, the insured person has the right to change to the new product without a medical examination.
- 4 The contract can be terminated in writing by the insured person three months before expiry. The termination is deemed to have been issued within the stipulated period if it is received at SWICA on the last day before commencement of the three-month period of notice. The insured person can terminate the contract in writing after any illness, accident or pregnancy for which a benefit is due, no later than 14 days after he/she has been informed of the payment of benefit by SWICA. The insurance cover ceases on receipt of the notification by SWICA. The premiums, however, must be paid in full up to the end of the contractual year.
- 5 If the insured person takes up residence in Switzerland he/she has the right to conclude a comparable health insurance policy with SWICA within the framework of the current insurance offer, without a medical examination.

Acceptance Conditions

Art. 33 Proposal declaration

The applicant must complete the proposal form issued by SWICA, in full and truthfully. In the event of an incomplete or incorrect declaration, SWICA can withdraw from the contract at any time and reclaim any benefits already paid.

Art. 34 Age limit

Applicants who have not yet reached the age of 65 can be accepted for this insurance.

Terms of Payment

Art. 35 Payment of premiums and benefits, bank details

- 1 Premiums will be collected via the SWICA Health Care Organization. The premiums are normally payable annually in advance but can also be paid half yearly or quarterly by special arrangement, in return for a surcharge. The insured person undertakes to pay the premiums through a bank in Switzerland. The benefits will be paid to this bank account by SWICA – with the exception of direct payments to hospitals or medical practitioners (health care providers).
- 2 The premiums become due on the first day of the month of a payment period according to the agreed method of payment.

Art. 36 Late payment

If the premium or a contribution towards costs by the insured person (excess) is not received at SWICA within one month of the due date, SWICA will send a reminder to the insured person to effect the payment within 14 days after the date of the reminder. If the reminder is unsuccessful, the obligation to pay any benefits ceases with the expiry of the reminder period. SWICA is entitled to claim expenses and costs incurred for reminders, legal action, general additional work arising out of collection and arrears interest, etc. and to offset these against entitlements to payment.

Premium Changes

Art. 37 Changes in premium rates

If the premium has to be adjusted, SWICA can demand the adjustment of the contract with effect from the following calendar year. To this end, SWICA must notify the insured person of the new premium no later than 30 days before expiry of the calendar year. The insured person has the right to terminate the contract with effect from the end of the current calendar year. In order to be valid, the notice of termination must be received at SWICA by no later than the last day of the calendar year. If the insured person fails to issue notice of termination, this shall be deemed to indicate agreement with the adjustment of the contract.

Art. 38 Adjustments for age

The premiums are governed by the rate for the respective age group. The increases in premiums (adjustments for age) which are periodically made according to the different age rates do not represent grounds for termination.

Final Provisions

Art. 39 Notifications, correspondence address

All correspondence with SWICA can be addressed to the SWICA office or agency stated on your insurance policy.

The insured person is under obligation to notify SWICA of an address for correspondence in Switzerland. Our notifications to the proposer are deemed to have been legally executed to the last known correspondence address in Switzerland notified to us by the insured person.

Art. 40 Venue

This insurance is subject to Swiss law. The venue shall be Winterthur, the registered office of SWICA Insurances Ltd. The legally valid address is:

SWICA Insurances Ltd, Römerstrasse 37, 8401 Winterthur, Switzerland.

Phone +41 (0)52 244 22 33, fax +41 (0)52 244 27 00

E-mail: swica@swica.ch

Art. 41 Binding text

Only the German original of the General Insurance Conditions (AVB) and the Special Contractual Agreements (BVB) shall be binding.

SWICA Healthcare Organisation

Because health is everything

Phone 0800 80 90 80 (24 hours a day), swica.ch

