

GLOBAL CARE

GENERAL INSURANCE CONDITIONS (GIC) FOR INTERNATIONAL HEALTHCARE INSURANCE.

Version 2020

Contents

	Page		Page
I General	3	V Obligations and justification of claims	4
Art. 1 Who is responsible?	3	Art. 27 Notification obligation for insurance cases	4
Art. 2 What belongs to the insurance contract?	3	Art. 28 Multiple insurance/benefit obligations of third parties	4
Art. 3 Data protection	3	Art. 29 Prohibition of assignment and pledging	5
Art. 4 Legal basis, data category, retention period and purpose of data processing	3	Art. 30 Restrictions in the scope of cover – exclusions	5
Art. 5 Rights of data subjects and order data processing	3	Art. 31 Reductions – gross negligence	5
		Art. 32 Consequences of conduct in breach of contract	5
II Scope of insurance cover	3	VI Contract term and termination	5
Art. 6 What is insured?	3	Art. 33 From when is the insurance valid?	5
Art. 7 What treatment is covered?	3	Art. 34 For how long is the insurance valid?	5
Art. 8 Territorial scope	3	Art. 35 When can the insurance be cancelled?	5
Art. 9 Policyholder	3		
		VII Terms of enrolment	6
III Definition of terms	3	Art. 36 Application declaration	6
Art. 10 Illness	3	Art. 37 Age limit	6
Art. 11 Accident	3		
Art. 12 Maternity	3	VIII Premium payment	6
Art. 13 Outpatient, inpatient and partial inpatient treatment	3	Art. 38 When are premiums due?	6
		Art. 39 Late payment	6
IV Insurance benefits	3		
Art. 14 Insurance categories	3	IX Change of premium	6
Art. 15 Benefit processing	3	Art. 40 Change of premium rates	6
Art. 16 Outpatient treatment	4	Art. 41 Age adjustments	6
Art. 17 Hospital stay	4		
Art. 18 Partial inpatient treatment/day clinics	4	X Final provisions	6
Art. 19 Inpatient rehabilitation	4	Art. 42 Notifications, correspondence address	6
Art. 20 Inpatient stays in psychiatric clinics or in special wards for the mentally ill	4	Art. 43 Place of jurisdiction	6
Art. 21 Maternity and birth	4		
Art. 22 Medical spa treatment	4		
Art. 23 Convalescence stays	4		
Art. 24 Home nursing care	4		
Art. 25 Emergency transports, transfers and repatriations	4		
Art. 26 Deductibles	4		

General Insurance Conditions (GIC)

I General

The insurance carrier is SWICA Insurance Ltd, Römerstrasse 37, 8401 Winterthur, hereinafter referred to as «SWICA».

Art. 1 Who is responsible?

The policyholder must contact SWICA whenever requesting advice or benefits from this insurance. The policyholder will find the address of the office responsible on the policy.

Art. 2 What belongs to the insurance contract?

The insurance contract – for both individual and group cover – comprises:

- the insurance application
- the insurance policy
- these General Insurance Conditions (GIC)
- any Special Contractual Agreements (SCA) that may apply
- the data protection declaration of SWICA

In all other respects, the Federal Insurance Contract Act (VVG) applies.

Art. 3 Data protection

SWICA is strongly committed to observing data protection regulations. It obtains and uses personal information only in accordance with the Data Protection Act and its ordinances and in compliance with social insurance laws. SWICA's data protection declaration is an integral part of these GIC and applies in every case. The applicant must accept SWICA's data protection provisions before he or she can submit an application for insurance. See: swica.ch/data-protection

Art. 4 Legal basis, data category, retention period and purpose of data processing

The data protection declaration lays out the legal basis, data category, retention period and purpose of data processing.

Art. 5 Rights of data subjects and order data processing

SWICA's data protection declaration lays out the rights of the data subjects. The parties that SWICA commissions with processing the data are also listed in the data protection declaration.

II Scope of insurance cover

Art. 6 What is insured?

The policyholder can insure the financial consequences of sickness, maternity and accident in accordance with these provisions. The benefits defined in these General Insurance Conditions are covered in addition to any healthcare or accident insurance that may be in effect. If accident risk is also included, SWICA pays the same benefits as in the case of illness.

Art. 7 What treatment is covered?

SWICA covers the costs of recognised medical treatment that is efficacious, purposeful and cost-effective. Additional provisions can be found in the description of the insurance benefits (Art. 14 ff.).

Art. 8 Territorial scope

The insurance cover is valid worldwide.

Art. 9 Policyholder

The policyholder must have his or her legal place of residence in Switzerland when purchasing the insurance or making any significant adjustments to its scope of cover.

III Definition of terms

Art. 10 Illness

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

Art. 11 Accident

An accident is defined as any sudden, unintentional and damaging effect on the human body by an extraordinary external factor resulting in the impairment of physical, mental or psychiatric health, or in death. The following physical injuries are also considered accidents, even when there are no unusual external factors involved: Bone fractures, dislocated joints, torn meniscus, torn muscles, pulled muscles, ruptured tendons, ligament injuries, and eardrum injuries.

Art. 12 Maternity

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

Art. 13 Outpatient, inpatient, and partial inpatient treatment

Outpatient treatment refers to any medically indicated treatment administered by a state-recognised 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 24 hours. Partial inpatient treatment and full inpatient treatment must be provided in a hospital or outpatient/day clinic recognised by the country in question.

IV Insurance benefits

Art. 14 Insurance categories

Policyholders can choose from three insurance categories. The insured amount is the total of all benefit areas (sickness/maternity and accident, if co-insured) less the deductible per calendar year and per policyholder. The time of the treatment is the definitive factor.

Category 1: 100,000 francs

Category 2: 250,000 francs

Category 3: 1,000,000 francs

Art. 15 Benefit processing

- 1 The policyholder must send SWICA all original invoices and receipts in detail, together with the necessary medical information. The accounting documents for reimbursement must be sent to SWICA in German, French, Italian, Spanish or English no later than 90 days from the invoice date and no later than two years after the treatment has been completed. Other types of documents must be submitted with an officially certified translation. SWICA is not liable for benefits for treatment whose invoice receipts were submitted after such a deadline.
- 2 If the documents are incomplete or incomprehensible or if SWICA requires additional or more precise information to determine the amount owed, SWICA will send a written reminder to this effect to the policyholder's most recent correspondence address by giving 60 days of notice. If the requested information cannot be provided in full within the given period, SWICA's benefit obligation ceases to apply.
- 3 SWICA compensates the completed and insured services in accordance with the customary rates of providers in the country in question. If the invoiced rates for the services differ from those that are customary in the service provider's country or if they are applied inappropriately, SWICA can reduce its benefits accordingly.

- 4 If SWICA did not have to pay any deposits or did not promise to cover the service provider's costs directly, it will reimburse the policyholder for the costs in Swiss francs paid to a bank in Switzerland. Foreign currencies are converted into Swiss francs at the exchange rate valid on the date of the service provider's invoice.

Art. 16 Outpatient treatment

- 1 The policyholder can freely choose his or her doctor, therapist and hospital if the medical expert, clinic, diagnosis and therapy type are state-recognised in the country where the treatment is administered.
- 2 Laboratory tests, analyses, X-rays, physiotherapy and other therapies must be medically prescribed. In the case of medicines, a doctor's prescription is required.

Art. 17 Hospital stay

SWICA reimburses the documented costs of all state-recognised public and private hospitals in the country where the treatment is administered.

This includes the accommodations and meals, medical fees, scientifically recognised diagnostic and therapeutic measures, medication, anaesthesia and operating room. The benefits are covered for as long as the policyholder requires acute hospital care for medical reasons.

Art. 18 Partial inpatient treatment/day clinics

SWICA reimburses the cost of day clinic and partial inpatient hospital stays within the same scope as outpatient treatment, plus the cost of the accommodation and care that was incurred during such stays.

Art. 19 Inpatient rehabilitation

SWICA reimburses the costs of inpatient rehabilitation for up to 90 days per calendar year if prescribed by a doctor after a hospital stay and provided that it is necessary for medical reasons and cost-effective.

Art. 20 Inpatient stays in psychiatric clinics or special wards for the mentally ill

In the case of stays in psychiatric clinics or special wards for psychiatric patients, SWICA covers the cost of accommodation and medically prescribed and cost-effective treatment for a maximum of 300 francs per day for up to 90 days per calendar year.

Art. 21 Maternity and birth

- 1 SWICA pays the same benefits for maternity as for illness. In addition, it reimburses from the mother's insurance the costs of the healthy child's stay and treatment following the birth, provided that the child was in hospital together with the mother.
- 2 The entitlement to maternity and childbirth benefits starts only after a 360-day waiting period from the date when the insurance begins.

Art. 22 Medical spa treatment

In the case of medically prescribed spa treatment that SWICA has approved in advance, the insurance covers a lump sum of up to 170 francs per day for maximum 30 days per calendar year towards the cost of accommodation and treatment.

The request and doctor's prescription for such treatment must reach SWICA at least 21 days before the scheduled start.

Art. 23 Convalescence stays

For medically prescribed convalescence stays that are necessary following a hospital stay and that SWICA has approved in advance, the insurance pays a lump-sum of up to 100 francs per day for maximum 30 days per calendar year towards the cost of accommodation and treatment.

Art. 24 Home nursing care

SWICA pays 100 francs per day towards the documented cost of home care for the policyholder in his or her own home by a qualified caregiver (family members are excluded) for a maximum of 90 days per calendar year. The policyholder's need for care must be documented in a medical certificate.

Art. 25 Emergency transports, transfers and repatriations

SWICA pays for the medically necessary emergency transport of the policyholder to the nearest doctor or hospital. It also covers the transfer from one provider to the nearest more suitable alternative if this is deemed necessary for medical reasons.

In addition, the cost of repatriating the policyholder to a suitable hospital close to the place of residence is also covered. The doctors of the santé24 telemedicine consultation will decide on the necessity and means of the repatriation.

The approved and documented cost of the measures as described is reimbursed up to 50,000 francs in total per calendar year.

Art. 26 Deductibles

The policyholder can choose from the following deductibles per calendar year:

- 600 francs
- 1,000 francs
- 2,000 francs
- 5,000 francs
- 10,000 francs

The premium will be reduced in accordance with the selected deductible. The deductible applies to all insured benefits and is applied only once per calendar year. The treatment date determines how the amount is allocated among calendar years.

V Obligations and justification of claims

Art. 27 Notification obligation for insurance cases

- 1 For hospital stays, the policyholder must request a cover note before admission to the hospital. SWICA's decision to issue a cover note and assume the cost of a possible transfer to a suitable hospital near the policyholder's place of residence is based on the medical opinion. In emergencies or if overriding circumstances prevent the policyholder from notifying SWICA as described, the policyholder or a family member must send such notification within ten days from the date of the event. The same applies to repatriations in accordance with Art. 25, which must also be notified to the santé24 telemedicine consultation and approved by SWICA.
- 2 The policyholder is obliged to do everything possible to minimise the damage and to assist with enquiries. In particular, the policyholder must release the doctors who treat or have treated him or her from their professional non-disclosure obligations towards SWICA and the santé24 telemedicine consultation.

Art. 28 Multiple insurance/benefit obligations of third parties

- 1 Medical expenses for which third parties or their insurers are liable as well as medical expenses that other health or accident insurers must cover are deducted in their entirety from SWICA's benefits. If third parties are only partially liable for benefits, SWICA adjusts its benefits so that the policyholder is reimbursed but not overcompensated.
- 2 SWICA is not obliged to cover the benefits that a third party disputes. SWICA voluntarily pays advance benefits only if the policyholder assigns his or her rights vis-à-vis third parties to SWICA. SWICA can grant the policyholder legal protection when asserting his or her rights against a third party.
- 3 SWICA is no longer obliged to pay benefits if the policyholder settles with a third party without SWICA's prior consent.

- 4 Furthermore, SWICA cannot be held liable for benefits if the policyholder fails to settle his or her claims against a third party in due time or to collect the amount.
- 5 The policyholder must inform SWICA about the type and amount of all benefits that any third party pays. If such information is omitted, SWICA can refuse or reduce its benefits, and benefits that have already been paid must be returned.

Art. 29 Prohibition of assignment and pledging

Claims against SWICA may neither be assigned nor pledged. Once claims have been assigned or pledged, they cannot be enforced against SWICA.

Art. 30 Restrictions in the scope of cover – exclusions

This insurance does not cover:

- a) Treatment, care, supervision and stays in nursing homes or homes for chronically ill persons or the elderly, or in senior citizens' residences.
- b) Operations to correct or eliminate physical defects or deformities, unless such operations have become necessary due to an insured illness or accident.
- c) Benefits for visual aids such as glasses, contact lenses, hearing aids, prostheses and orthopaedic aids, as well as all aids designed to increase potency.
- d) Cellular therapy, weight reduction cures, strengthening therapies, all family planning measures (sterilisation, fertility treatment and abortion, regardless of the medical indication) and lifestyle products.
- e) Dental treatment of any kind.
- f) Suicide and health damage that the policyholder inflicts on himself or herself intentionally or while in a state of fully or partially impaired judgement.
- g) Illnesses and accidents resulting from warlike events anywhere in the world, unless the illness or accident occurs within 14 days of the first event of this kind in the country where the policyholder is staying or happens to be at that time.
- h) Health damage resulting from the effects of ionising radiation and nuclear energy.
- i) The consequences of using or injecting drugs, narcotics, from doping and using similar substances, as well as from medication not prescribed by an authorised physician.
- j) Alcohol misuse and the consequences thereof.
- k) The consequences of violating official provisions.
- l) The consequences of committing or attempting to commit a crime or offence.
- m) The consequences of participating in strikes, brawls and fights, unless the policyholder is harmed by the perpetrators as a non-participant or while assisting a defenceless person.
- n) The consequences of hazards to which the policyholder exposes himself by provoking others.
- o) Impaired health that can be attributed to a hazardous activity. Hazardous activities refer to ones in which the policyholder exposes himself to a particularly high risk without taking, or being able to take, precautions to lower the risk to a reasonable level.

Hazardous activities include, for example:

- Motor and cycling races of any kind, such as car, motorcycle, motocross, motorboat, skating and bicycle racing and any associated training practice;
- Extreme sports such as ski speed record runs, snow and river rafting, diving to depths of more than 40 metres, wreck diving, boxing, catch-as-catch-can events, full contact competitions, extreme karate, canyoning, hydro-speeding, river boggy boarding, bungee jumping, base jumping, skating races;
- Train surfing;
- Spacing;
- Similar types of sport and entertainment.

- p) Accidents that happen or illnesses that set in because or while the person serves in a non-Swiss military.
- q) The consequences of participating in warlike acts or terrorist acts or any attempts for such.

Art. 31 Reductions – gross negligence

SWICA will refuse or reduce its benefits if the insured event was caused intentionally or through gross negligence.

Art. 32 Consequences of conduct in breach of contract

SWICA has the right to reduce or refuse its benefits if the insurance conditions are violated – unless there is proof that such violations had no influence on the consequences of the illness or accident and on how they were determined, and that such violations were not of a culpable nature.

VI Contract term and termination

Art. 33 From when is the insurance valid?

The contract comes into effect as soon as SWICA has accepted the application and issued the policy, but not before the agreed date shown in the insurance policy. 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. 34 For how long is the insurance valid?

The policyholder is entitled to the insured benefits as long as the contract has not been suspended and benefits have not been blocked due to non-payment of premiums or deductibles.

Art. 35 When can the insurance be cancelled?

- 1 Unless other arrangements take precedence, the minimum contract term is one year, whereby the end of the insurance year is always 31 December. After the agreed term ends, the contract extends tacitly by one year at the time, unless the policyholder terminates it by giving due notice.
- 2 The policyholder can terminate the contract in writing by giving three months' notice. Notice of termination must reach SWICA no later than one day before the three-month notice period starts. The policyholder can terminate the contract in writing after every illness, accident or maternity for which benefits are due, at the latest 14 days after SWICA made him or her aware that benefits were paid. The insurance cover ends when the notice reaches SWICA. The premiums are owed up to the next regular termination date. In all other situations, the insurance ends if the policyholder dies or he or she terminates or withdraws from the contract.
- 3 SWICA waives its right to terminate the contract in connection with an insured event. It does, however, reserve the right of termination if the policyholder commits or attempts to commit insurance fraud. SWICA also has the right to terminate the contract at the end of its term if the existing insurance product is discontinued or has to be adjusted to market conditions, or if changes have to be made due to changes in the law. In this case, the policyholder has the right to switch to an equivalent form of cover in the existing product without a health check.
- 4 GLOBAL CARE cannot be continued if residency/insurance obligation in Switzerland renews. However, the policyholder has the right to transfer to a similar KVG- and VVG-compliant product from SWICA within the scope of the current insurance offer without undergoing a health check within three months of becoming a resident again. If the transfer is completed on time, the insurance starts on the date when residence in Switzerland begins. If the person chooses not to transfer or the misses the three-month application deadline, GLOBAL CARE will end on the date residence in Switzerland begins.

VII Terms of enrolment

Art. 36 Application declaration

The applicant must complete SWICA's application form fully and truthfully. If the application omits or falsifies significant information of which the person subject to the notification obligation was or should have been aware, SWICA can terminate the contract in writing within four weeks of becoming aware of such a violation and reclaim all benefits for illness, accident and maternity that it has paid since the beginning of the contract. The contract ends as soon as the policyholder receives the notice of termination.

Art. 37 Age limit

This insurance is available to applicants who have not yet reached the age of 65.

VIII Premium payment

Art. 38 When are premiums due?

- 1 In general, premiums must be paid annually in advance, but can also be paid every six, three or two months based on a special agreement and subject to a surcharge.
- 2 The premiums are due on the first day of the month of each payment period.
- 3 The premiums must be paid to SWICA in Swiss francs within one month of the agreed due date.

Art. 39 Late payment

If the policyholder's premium or co-payment (deductible) fails to reach SWICA within one month of the due date, SWICA will send the policyholder a reminder to pay the amount within 14 days from the stamp date of the reminder. If the reminder is of no effect, the obligation to pay benefits is suspended as of the end of the reminder period. SWICA has the right to reclaim the expenses it incurred, such as cost of reminders, debt collections, general collection costs and interest on arrears, etc., and it can offset them against other claims.

IX Change of premium

Art. 40 Change of premium rates

If the premium rate changes, SWICA can request a contract change effective from the following calendar year. For this purpose, SWICA must inform the policyholder about the new premium at the latest 30 days before the calendar year ends. The policyholder has the right to terminate the contract to the end of the current calendar year. To be valid, notice of termination must reach SWICA no later than on the last day of the calendar year. If the policyholder fails to terminate the contract, the changes are deemed to have been accepted.

Art. 41 Age adjustments

The premiums are based on the rate for the age group in question. Periodic increases in premiums to reflect the age-based rate (age adjustment) also constitute grounds for contract termination in accordance with Art. 40 above.

X Final provisions

Art. 42 Notifications, correspondence address

All notifications to SWICA must be sent to the SWICA office shown on the insurance policy.

The policyholder must provide SWICA with a correspondence address in Switzerland. SWICA's notifications to the policyholder have legal effect when sent to the most recent address in Switzerland that the policyholder has provided.

Art. 43 Place of jurisdiction

This insurance is subject to Swiss law. The place of jurisdiction is the Head Office of SWICA Insurance Ltd in Winterthur. The legally valid address is:

SWICA Insurance Ltd
Römerstrasse 37, 8401 Winterthur, Switzerland
Phone +41 (0)52 244 22 33
swica.ch/contact-form