

Global Care

# General Insurance Conditions (GIC) for international healthcare insurance

Version 2022, valid as of 1 January 2022

SWICA

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# General Insurance Conditions

## Global Care

### 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 Conditions (SC) that may apply
- the data protection declaration of SWICA

In all other respects, the Federal Insurance Contract Act (VVG) applies. 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/SC do not include any deviating provisions.

These GIC are based on the revised VVG of 19 June 2020 (in force as of 1 January 2022). They are valid for all policyholders (including those who took out insurance before 1 January 2022), insofar as they do not include any provisions that deviate from the VVG.

#### Art. 3 Right of revocation

The applicant must inform SWICA (see contact details on the insurance policy) in writing or in another form deemed as written proof if he\* revokes his application to purchase the contract or the declaration of his acceptance of the insurance policy. The revocation period is 14 days and begins as soon as the policyholder has applied for or accepted the contract.

### II. Scope of insurance cover

#### Art. 4 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. 5 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. 12 ff.).

This is an indemnity insurance.

#### Art. 6 Territorial scope

The insurance cover is valid worldwide.

#### Art. 7 Policyholder

Anyone can apply for this supplementary insurance, provided his legal place of residence is in Switzerland when the contract is purchased or significant changes to the cover come into effect.

\*To enhance readability, this document uses only the masculine form, which applies to all gender-specific references.

### III. Definition of terms

#### Art. 8 Illness

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

#### Art. 9 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 or mental health, or in death. The insurance also provides benefits in case of the following physical injuries, provided they are not predominantly due to wear and tear or illness: Bone fractures, dislocated joints, torn meniscus, torn muscles, pulled muscles, ruptured tendons, ligament injuries, and eardrum injuries.

#### Art. 10 Maternity

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

#### Art. 11 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. 12 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 excess 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. 13 Benefit processing

1. The policyholder must send SWICA all invoices and receipts as original documents or via an electronic channel that SWICA provides, 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. 14 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. A doctor's prescription is required to obtain any medicines or aids.

#### **Art. 15 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. 16 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. 17 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. 18 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. 19 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. 20 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. 21 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. 22 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. 23 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. 24 Excess types**

The policyholder can choose from the following excess types 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 excess. The excess 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. 25 Notification obligation for insurance cases**

1. Claims must reach SWICA without delay (see the insurance policy for the contact details) no later than 30 days from when the claimant becomes aware of the matter.
2. 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. 23, which must also be notified to the santé24 telemedicine service and approved by SWICA.
3. If a claim is culpably reported late or omitted, the benefit can be reduced by the amount that would apply if the claim had been reported in good time.
4. 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/therapists who treat or have treated him or her from their professional non-disclosure obligations towards SWICA and the santé24 telemedicine service.

## **Art. 26 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. 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. 27 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. 28 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 or accidents resulting from actual or attempted warlike events or acts of terror worldwide, 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.
- h) Health damage resulting from the effects of ionising radiation or nuclear energy.
- i) The consequences of using or injecting drugs, narcotics, from doping or 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.

## **Art. 29 Reductions – gross negligence**

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

## **Art. 30 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. 31 From when is the insurance valid?**

The contract becomes valid as soon as SWICA issues the insurance policy or confirms acceptance of the application in writing or in another form deemed as written proof, but no earlier than following a change in residence to a foreign location or at an agreed later 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. 32 For how long is the insurance valid?**

The policyholder is entitled to the insured benefits, provided that the contract has not been suspended and benefits have not been blocked due to non-payment of premiums or excess amounts.



### **Art. 33 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. 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 ordinary termination date. SWICA does not have this ordinary right of termination under the VVG.  
The policyholder can terminate the contract after every illness, accident or maternity period for which compensation is claimed, at the latest 14 days after becoming aware of SWICA's payment. Cover ends 14 days after the notice reaches SWICA. In all other situations, the insurance ends when the policyholder withdraws from the contract or dies. 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).
3. SWICA has the right to terminate the contract at the end of the term if the current insurance product has to be adjusted to market conditions or adjustments become necessary 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 misses the three-month application deadline, Global Care will end on the date when residence in Switzerland begins.
5. Notice must always be given in writing or in a form that permits text-based verification.

## **VII. Terms of enrolment**

### **Art. 34 Application declaration**

The applicant must fill in SWICA's application form fully and truthfully. If significant points that the person subject to the notification obligation knew or should have known are falsified or omitted in the application, SWICA can terminate the contract in writing or in another form deemed as written proof within four weeks of becoming aware of this breach of notification 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 the policyholder receives the notice of termination.

### **Art. 35 Age limit**

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

## **VIII. Premium payment**

### **Art. 36 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. 37 Late payment**

If the policyholder's premium or an excess amount fails to reach SWICA within one month of the due date, SWICA will send the policyholder a reminder (in writing or in another form deemed as written proof) to request payment within 14 days of the reminder date. 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 to offset them against other claims.



## IX. Change of premium

### Art. 38 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 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). If the policyholder fails to terminate the contract, the changes are deemed to have been accepted.

### Art. 39 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. 38 above.

The age groups are 0–15, 16–18, 19–25, 26–30 and continue in 5-year increments up to age 71+.

## X. Data processing

### Art. 40 Data processing by SWICA

1. SWICA collects and uses policyholders' personal data in accordance with the Data Protection Act and its ordinances, social and private insurance law, and SWICA's data protection provisions (SWICA's GIC and Data Privacy Statement).
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. The data is processed for purposes for which the policyholder has given his consent while applying for and purchasing the insurance, for purposes relevant for the GIC and SC, or for purposes for which SWICA is authorised under the Data Protection Act and under social and private insurance law.
4. In particular, SWICA processes data during the application phase (consultation, request, review, purchase, etc.) for contract purchases and while managing the contract (administering benefits, providing information and customer care, managing the customer journey and integrated care, handling product offers, marketing, etc.) for the duration of the insurance relationship. Furthermore, SWICA uses mathematical methods to evaluate such data for statistical purposes, to develop and improve the quality and utility of its services and products for current, former and prospective policyholders, and to inform its policyholders accordingly. SWICA also reserves the right to investigate suspected cases of insurance fraud if there are substantiated reasons for doing so. SWICA can create personality profiles in connection with these processing steps.
5. SWICA stores personal data electronically or in paper form and processes it to deliver the contractual services and to advise policyholders and provide them with reliable cover that meets their needs.
6. SWICA can commission third parties (other insurers involved, medical examiners, authorities, lawyers and external experts, data centres, etc.) to provide services for the benefit of the policyholder and pass on personal data to third parties to carry out such tasks. SWICA contractually obliges its third parties to maintain confidentiality and secrecy and to comply with the Data Protection Act. Data may also be disclosed for the purpose of detecting or preventing insurance fraud.
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 an online 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.
8. SWICA's Data Privacy Statement has more information about data processing. The Data Privacy Statement is valid for the duration of the contractual relationship between SWICA and the policyholder. The data privacy statement provides information about the data categories being processed, the data processing procedures and purposes, the basis for data processing, the rights of insured persons with regard to data processing at SWICA, and the duration of data processing and data retention periods.

## XI. Final provisions

### Art. 41 Notifications

1. The policyholder must address all notifications and messages to SWICA. The contact details are included in the insurance policy. The insurance carrier considers all such messages and notifications to have been addressed to itself.
2. The policyholder must notify SWICA immediately of all changes in his personal circumstances that affect the insurance relationship (e.g. changes in marital status, legal representation, premium payer, place of residence, gender, etc.) in writing or in another form deemed as written proof.
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. 42 Limitation period

Claims under the insurance contract become timebarred five years after the circumstances occurred on which the benefits obligation is based.

Contracts concluded before 1 January 2022 that cover amounts the policyholder owes are subject to a two-year limitation period.

### Art. 43 Applicable law and place of jurisdiction

This insurance is exclusively subject to Swiss substantive law to the exclusion of the Vienna Sales Convention, private international law and other conflict-of-law rules. The place of jurisdiction is the Head Office of SWICA Insurance Ltd in Winterthur.

The legally valid address is:

SWICA Insurances Ltd  
Römerstrasse 37, 8401 Winterthur, Switzerland  
Phone +41 (0)52 244 22 33

[swica.ch/contact-form](https://www.swica.ch/contact-form)