SWICA Consulta

Supplementary Conditions for online sales of insurance products by advisors or intermediaries

Version 2022

SW/CA

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Supplementary Conditions for SWICA Consulta

1. General

1.1 Operator

SWICA Healthcare Insurance Ltd (acting on behalf of all companies of SWICA Healthcare Organisation, in particular SWICA Insurances Ltd, SWICA Health Ltd – hereinafter referred to as "SWICA" jointly with SWICA Healthcare Insurance Ltd) offers and manages this online application for purchasing insurance. Any enquiry in connection with processing and purchasing this online insurance contract must be addressed to SWICA directly.

1.2 Which provisions apply?

The contractual relationship to be formed is subject to these Supplementary Conditions for Online Sales of Insurance Products by Advisors or Intermediaries (hereinafter "SC for Online Sales by Advisors or Intermediaries"), the General Insurance Conditions (hereinafter "GIC") for the selected product, the Supplementary Conditions (hereinafter "SC") and/or the Supplementary Insurance Conditions (hereinafter "SIC"), the Insurance Application, the Insurance Policy (hereinafter "Policy"), as well as other Special Provisions (hereinafter "SpProv"). These provisions form an integral part of the insurance contract. The Supplementary Conditions for Online Sales of Insurance Products by Advisors or Intermediaries take precedence in case of any discrepancies between them and the respective GIC, SC or the SC for Online Sales by Advisors or Intermediaries in connection with legal transactions involving online purchases of insurance.

Unless stipulated otherwise in the individual provisions, the following applies to all insurance products that SWICA offers online and that are subject to the Federal Health Insurance Act (KVG) or the Insurance Contract Act (VVG).

1.3 Contracting parties

The insurance applicant* is the person named on the Online Insurance Application who is applying for insurance cover, has reached the age of 18 (also applies to Section 1.4 below), and is a Swiss resident (except for basic insurance offers under the KVG, which are also available to crossborder commuters). Persons who have reached the age of 18 and are policyholders are solely liable for all obligations arising from the insurance contract (this also applies in the case of Section 1.4 below). Spouses are jointly and severally liable for the obligations to the extent provided for by law and permissible otherwise (also applies to Section 1.4 below). Legal representatives are jointly and severally liable for their underage policyholders.

1.4 Joint family administration (family constellation)

The insurance applicant has the option of being represented by someone he authorised (hereinafter referred to as the "contact person for the contract") for certain actions within a family constellation (for example husband and wife, incl. children/cohabiting partners/grandparents and grandchildren; the persons of this family constellation are listed in the family policy) described below by means of a power of attorney (document "Power of attorney for an application and joint insurance administration").

Based on the abovementioned power of attorney, SWICA manages all documents (such as enrolment decisions, invoices for premiums and co-payments, benefit statements, insurance policies, insurance cards, tax certificates, correspondence over benefit refunds, insurance cover) concerning the insurance relationship as a family policy (payment facility for the family) and the "contact person for the contract" as designated in the power of attorney is responsible for the defined tasks.

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*The term "insurance applicant" always includes the female form. To enhance readability, this document uses only the masculine form, which applies to all gender-specific references.

The power of attorney for the contact person for the contract applies only to the following functions:

The contact person for the contract must ensure that all premiums and co-payments of the family policy are paid (i.e. for ensuring that the premiums of all policy-holders of the family policy are paid collectively). In addition, he is the recipient of the benefit payments. SWICA will send or forward to him all correspondence and information contained therein, including particularly sensitive personal data such as health data. This applies to all correspondence, including administrative orders, legally binding notifications and time-sensitive decisions.

SWICA rejects all liability for consequences arising if the contact person for the contract discloses such information to other parties or fails to pass it on to the policy-holder in time. The person(s) who granted the power of attorney to the contact person for the contract can revoke this power at any time in writing or in another form deemed as written proof. On the other hand, any falsely declared information that could result in a breach of disclosure obligation is not suspended.

The policyholder himself (see also Section 1.3) is always the contracting party that owes the premium, the eligible claimant under the insurance contract, and the party that assumes all the associated rights and obligations.

By submitting the Online Insurance Application (see Section 2.1), the applicants confirm, irrespective of whether the application is a joint application (in accordance with Sections 1.3 and 1.4), that they have read, understood and accepted these Supplementary Conditions for Online Sales of Insurance Products by Advisors or Intermediaries, the GIC, as well as the respective SC, SIC or SpProv, including the Data Privacy Statement (see Section 5.1 below).

If circumstances should change (e.g., due to divorce, separation of cohabiting partners, having reached legal age), the policyholder subject to this change must inform SWICA immediately (via the contact details shown on the policy) about the change; if the authorisation for representation remains in effect, the person being represented must provide proof in writing (or in another form deemed as written proof). If the currently represented person wishes to no longer be represented by the contact person for the contract, the representation ends effective from the date when the information reaches the recipient. In the absence of such information, the contact person for the contract remains the representative until his function has been revoked.

1.5 Right of amendment

SWICA expressly reserves the right to amend these SC for Online Sales by Advisors or Intermediaries at any time to the extent permitted by law. In individual cases, however, the version of the SC for Online Sales by Advisors or Intermediaries in effect when the contract was purchased takes precedence for the applicant.

1.6 Who can take out insurance?

The conditions that apply to individuals (insurance applicants) intending to purchase insurance are laid out in the GIC/SC or in the SIC or SpProv of the product in question.

2. How is the contract formed?

2.1 Insurance application

Applicants who submit the Online Insurance Application to SWICA (under Section 1.3 or 1.4) enter into a legally binding relationship – provided that doing so meets the legal standards for entering into a contractual relationship (e.g. the obligation to have health cover under the Health Insurance Act).

Applicants (in accordance with Section 1.3 or 1.4) looking to purchase insurance under the Insurance Contract Act (VVG) are bound by the application for 14 days. The period begins when they receive electronic confirmation (see next paragraph) of the information on the application.

The Online Insurance Application replaces the hard-copy application forms. The applicant (under Section 1.3 or 1.4) does not need to sign the form by hand for the application to be valid. The applicant confirms within seven days (this period starts when the application confirmation reaches the claimant) that the information entered in the system is complete and correct, whereupon the application is deemed to have been submitted ("electronic confirmation").

2.2 Purchase of the contract

KVG-compliant cover comes into effect in every case if the legal requirements for purchasing insurance under the Federal Health Insurance Act (KVG) are met. The customer will receive confirmation in writing (or in another form deemed as written proof).

Contract purchases of a VVG-compliant product become valid once the purchaser receives the policy by post or when SWICA confirms the purchase in writing (or in another form deemed as written proof).

3. Right of revocation

3.1 When does the right of revocation apply?

The provisions of Sections 3.1 to 3.4 apply only to products that are subject to the VVG.

The right of revocation applies if provided for in the VVG (Art. 2a) or the GIC of the product in question. The legal provisions (Art. 2a para. 1 VVG: 14-day revocation period) and deadlines laid out in the GIC, as well as other conditions in effect, are decisive when asserting this right.

3.2 When does the revocation period begin?

The revocation period begins when the Online Insurance Application is confirmed electronically in accordance with Section 2.1.

3.3 How must revocation be sent?

Revocation must be sent in writing, or in another form deemed as written proof, to the address shown on the insurance policy.

3.4 What are the consequences of revocation?

As soon as the notice of revocation is sent, any provisional or definitive insurance cover ends, also retroactively. Any benefits that have been received must be returned.

4. Rejection/exclusion/breach of notification obligation

4.1 General

The provisions of Sections 4.2 and 4.3 apply only to products that are subject to the VVG.

Products that fall under the provisions of the KVG are subject to SWICA's admission obligation. Regardless of whether an application for a VVG-compliant insurance product is successful, the applicant will have mandatory KVG health insurance in every case (provided that statutory provisions are met). In this case, however, the applicant has the right to reject KVG-compliant insurance and not to enter into a contract with SWICA.

4.2 Rejection/exclusion

SWICA and its insurance partners can reject an application for supplementary cover under the VVG without giving a reason or add exclusions. In this case, the applicant will be informed of the decisions in every case.

4.3 Breach of notification obligation

If significant points that the individual knew or should have known are falsified or omitted during the application for a VVG-compliant insurance product, SWICA and its insurance partners can terminate the contract in writing (or in another form deemed as written proof) within four weeks of becoming aware of this breach of the notification obligation and refuse or reclaim benefits to the extent permitted by law. The contract ends as soon as the notice of termination reaches the insured person.

5. Data processing/data privacy

5.1 General provisions and applicability of the data privacy statement

SWICA is committed to protecting its data. It obtains and uses personal information in accordance with the Data Protection Act, its ordinances, and social insurance laws. SWICA's **data privacy statement** informs about the processing activities at SWICA. The data privacy statement is always available on SWICA's website. The applicant must agree to the terms of the data privacy statement before submitting the application.

5.2 Legal basis, data category, retention period, and data processing purpose

The legal basis, data category, retention period, and data processing purpose are laid out in the data privacy statement, unless such information has already been sent and accepted as part of the application.

5.3 Rights of data subjects; processing the information about orders

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

5.4 Security in payment transactions

SWICA offers various options for paying the premiums in accordance with the selected insurance product. Premiums that are due only once can be paid on account or directly by credit card. Insurance products with regular premiums, on the other hand, are usually paid through a direct debit (LSV), a DebitDirect (DD) or an e-billing facility.

Credit card payments are processed via the secure Saferpay portal. The data centre of SIX Group AG (head office at Pfingstweidstrasse 110, 8005 Zurich, Switzerland) that manages the Saferpay system is certified under the Payment Card Industry Data Security Standard (PCI DSS). Credit card payments are subject to the general terms and conditions and the data protection declarations of the credit card provider and of SIX Group Ltd. SWICA rejects all liability arising from any credit card payments.

6. Disclaimer

SWICA accepts no liability for slight and moderate negligence and for any indirect loss that applicants incur from using the SWICA online shop.

7. Place of jurisdiction

These SC for Online Sales by Advisors or Intermediaries are 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. The applicant can choose his place of **residence in Switzerland or the head office of SWICA** as the legal venue for disputes arising from use of the SWICA online shop.

SWICA

There for you 24 hours a day, 365 days a year
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