

STUDENT CARE

GENERAL INSURANCE CONDITIONS (GIC) AND SUPPLEMENTARY INSURANCE CONDITIONS (SIC) UNDER THE VVG.

Version 2017

STUDENT CARE

I General

Art. 1 Insurance carrier

The insurance carrier is SWICA Insurances Ltd, Römerstrasse 37, 8401 Winterthur, hereinafter referred to as "SWICA".

II Area of application

Art. 2 Purpose

SWICA insures persons against the financial consequences of treatments relating to illness, accident and maternity.

Art. 3 Insurable persons

STUDENT CARE can be requested by a person who

- intends to enter or has entered Switzerland from abroad,
- stays in Switzerland temporarily for the purpose of training and professional development (in particular as a pupil, student, intern or trainee),
- has not yet reached the age of 45, and
- is under no mandatory insurance obligation, has opted out of such an obligation, or has applied to opt out of it.

If an application to opt out of the insurance obligation under the KVG has been rejected and the rejection has been pronounced legally binding, the insurance application is deemed to be null and void as of the date on which it was submitted.

III Scope of insurance

Art. 4 Scope of insurance

STUDENT CARE covers the same benefits under the Federal Insurance Contract Act (VVG) as those listed in the catalogue of services that is mandatory under the Federal Health Insurance Act (KVG) and in particular the Healthcare Benefits Ordinance (KVO). The scope of benefits is determined by the catalogue of services under the KVG that is valid at the time of the treatment.

SWICA issues a commitment to provide cover, pays costs for emergency treatment abroad and reimburses costs up to twice the amount that would be reimbursed in Switzerland. An emergency is deemed to exist if an insured person requires medical treatment during a temporary stay abroad and it is not appropriate for them to return to Switzerland for treatment.

As a matter of principle, the SWICA emergency call centre must be contacted before any benefits can be claimed in respect of treatment abroad (with the exception of reimbursement of costs associated with outpatient treatment). The level of benefits is based on the canton of residence of the insured person.

Art. 5 Choice of service provider

In Switzerland, free choice of service providers authorised under the KVG applies.

Art. 6 Amount in benefits

Benefits are based on the rates which lawfully apply to individuals insured under the Federal Insurance Contract Act (VVG).

Art. 7 Basis for entitlement to benefits

Entitlement to benefits is based on the detailed original invoice that must contain the following information:

- Date of treatment
- Diagnosis
- Type of therapy and treatment
- Number of consultations/duration of hospital stay
- Orders/prescriptions with payment receipts
- Rate position per service or based on a flat rate

IV Annual excess

Art. 8 Annual excess

The insured person participates in the treatment cost by contributing a maximum annual amount (annual excess). The applicable annual excess is shown on the insurance policy and is either the normal annual excess under the KVG or the lowest level of the selectable annual excess for an adult.

Any requests for a change to the annual excess must be submitted by the end of September for the beginning of the following calendar year.

V Premiums

Art. 9 Premium rate

The premium rate is based on the person's age. The premium can be adjusted periodically to a new age group as of the beginning of a calendar year.

Art. 10 Premium payment

Premiums are owed monthly in advance.

Art. 11 Non-payment of premiums and/or co-payments

If the insured person fails to pay premiums or co-payments that are due, SWICA will send him a payment request following at least one written reminder. Should the insured person fail to pay the owed premiums, co-payments and default interest within the defined period despite the payment request, SWICA will institute debt collection proceedings. SWICA does not suspend benefits in this context.

If no payment is received by the defined deadline, SWICA begins the process of transferring the individual in question to mandatory healthcare insurance as of the first day of the following month and informs the defaulting payer about the KVG insurance obligation and his three-month right to switch to a different KVG insurer. If the policyholder makes use of his right to switch insurer, SWICA will discharge the individual retroactively as of the transfer date. If the individual does not make use of his right to switch insurer, the policyholder will remain insured under the KVG with SWICA. STUDENT CARE will end on the same date.

VI Contract term and termination

Art. 12 Beginning of the contract

The insurance contract begins on the date shown on the policy.

Art. 13 Minimum contract term

Unless other arrangements take precedence, the minimum contract term is one year (12 months), whereby the end of the insurance year is always 31 December.

Art. 14 Notice period and contract termination

Either party can terminate the contract to the end of a calendar year by observing a three-month notice period.

The contract ends on the day on which the insured person

- completes his training or professional development programme or
- gives up his usual place of stay or residence in Switzerland or
- becomes subject to mandatory insurance under the KVG in Switzerland.

The insurance contract always ends automatically at the end of the calendar year in which the insured person reaches the age of 45.

VII General provisions

Art. 15 Notifications and payments

SWICA sends notifications only to an address in Switzerland that the insured person has provided and issues payments only in Swiss francs to an account in Switzerland whose details the insured person has provided. All of SWICA's notifications to this address are binding on the insured person. SWICA is released from its payment obligation once it has paid the amount to this account.

Art. 16 Choice of law

The contract is governed exclusively by Swiss law and in particular by the provisions of the Federal Insurance Contract Act (VVG).

In addition to these Supplementary Conditions (SC), the following provisions apply as an integral part of the contract and in the order shown:

- SWICA's General Insurance Conditions in accordance with the Federal Insurance Contract Act (VVG) with the exception of Articles 8, 9, 20 para. 1 let. b, 21 and 25;
- The relevant provisions of the Federal Health Insurance Act (KVG) and the associated ordinances apply when it comes to defining the catalogue of services.

If these Supplementary Conditions contradict themselves or the GIC and KVG and its components, the provisions in question take precedence over these Supplementary Conditions.

This agreement is subject to Swiss law. In the case of disputes arising from this insurance, the insured person can choose either SWICA's Swiss Head Office or his Swiss place of residence as the place of jurisdiction. If the policyholder or eligible claimant resides abroad, the exclusive place of jurisdiction is SWICA's Head Office in Switzerland.