Student Care

Supplementary Conditions (SC) under the Federal Insurance Contract Act (VVG)

Version 2027

SWICA

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Supplementary Conditions for Student Care

I. General

Art. 1 Insurance carrier

The insurance carrier is SWICA Insurances Ltd, Römerstrasse 37, 8400 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 further education (in particular as a pupil, student, intern or trainee), intends to transfer his legal place of residence to Switzerland, and
- 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 the policyholder* 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 must be based on the detailed original invoice or an electronic channel that SWICA provides and include the following:

- 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

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

IV. Annual excess

Art. 8 Annual excess

The policyholder 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 regularly to a new age group at the beginning of a calendar year, which generally results in a rate increase. The age categories for the age-based rate are 0–18, 19–25, 26–30, 31–35, 36–40 and 41–45.

Art. 10 Premium payment

Premiums are owed monthly in advance.

Art. 11 Late payment

1. If the premium fails to reach SWICA within one month of the due date, SWICA will send a reminder demanding payment within 14 days of the reminder date. If the reminder is of no effect, the obligation to pay supplementary insurance benefits ends when the reminder period ends.
2. Suspended supplementary insurance cover can be reinstated in the original amount by paying the outstanding premiums and costs (interest on arrears, reminder fees, debt collection fees) within three months of the suspension, irrespective of the policyholder's health condition or, after a renewed medical examination, even after the expiry of the aforementioned period. Cover is reinstated starting on the payment date.
3. SWICA can reclaim expenses incurred on account of defaulting policyholders, such as the cost of reminders, debt collection fees and interest on arrears, etc. or offset them against claims for compensation.

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

The policyholder can terminate the insurance contract effective from the end of a calendar year by giving three months of ordinary notice in writing or another form that permits text-based verification.

The contract ends on the day on which the policyholder

- 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 premiums are owed up to the termination date of the contract.

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

VII. Data processing

Art. 15 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, benefit costs, 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 further develop and improve the quality and utility of its services and products for current, former and prospective policyholders and to inform them 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 the 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 the policyholders serves as proof vis-à-vis other service providers that insurance 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 to 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.

VIII. General provisions

Art. 16 Notifications, claims and payments

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. SWICA transfers payments only in Swiss francs to an account in Switzerland that the policyholder specified.
4. All notifications and messages from SWICA or the insurance carrier are deemed legally valid when sent to the most recent address in Switzerland or the specified electronic contact that the policyholder provides.

Art. 17 Choice of law

The contract is subject exclusively to substantive Swiss law, in particular 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 (GIC) under the Federal Insurance Contract Act (VVG) (except for Art. 8, 9, 19 para. 1 let. b, 20 and 23), as well as
- 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 the provisions of these SC contradict themselves on the one hand or those of the GIC or KVG and its components on the other, the provisions of the GIC or KVG take precedence. In case of any contradiction between the SC and the mandatory provisions of the VVG, the latter take precedence.

These SC are based on the VVG as amended on 19 June 2020 (in force as of 1 January 2022). They apply to all policyholders (including those who took out insurance before 1 January 2022), provided that no contrary provisions are laid out in these SC.

Only Swiss substantive law applies, to the exclusion of the Vienna Sales Convention, private international law and other conflict-of-law rules. In the case of disputes arising from this insurance, the policyholder can choose either SWICA's Swiss Head Office or his Swiss place of residence as the legal venue. If the policyholder or eligible claimant resides abroad, the exclusive legal venue is SWICA's Head Office in Switzerland.

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