

HEALTH INSURANCE

For Foreign students, researchers, interns, au pairs...

FSS SWISSCARE



General Insurance Conditions

CGA-2012-FSS

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ART 1 | GENERAL REMARKS

1.1 Basis of the Contract

- A The benefits of this insurance are covered by EUROPÄISCHE Reiseversicherungs AG, Margarethenstrasse 38, 4053 Basel in Switzerland, hereinafter “ERV”. The management of the product is delegated to Swisscare Insurance AG, Chemin de Beaulieu 8, 1752 Villars sur Glâne in Switzerland, hereinafter “Swisscare”.
- B ERV has delegated the management of the insurance policies to Swisscare Insurance AG, Chemin de Beaulieu 8, 1752 Villars-sur-Glâne in der Schweiz (hereafter „Swisscare“).
- C The contract is governed by the Swiss law in particular by the benefits of the Federal law on Insurance contracts of 2nd April 1908 (LCA).
- D The proposition of the insurance, the insurance policy and the general insurance conditions form the basis of the insurance contract.

1.2 Aim of the Insurance

- A The aim of this insurance is to guarantee to those foreign persons living temporarily in Switzerland for educational purposes an insurance cover for sickness, accident and pregnancy. This is based on the benefits of the Federal law on health insurance of 18th March 1994 (LAMal).
- B These benefits are complemented by the complementary insurance coverage according to art. 3.1 and 3.2 of the present general insurance conditions.

1.3 Insured Person

- A The person mentioned in the insurance policy is considered the insured person.
- B Any foreign person living temporarily in Switzerland for educational purposes can apply for the health insurance so long as the person is not obliged to have a Swiss state insurance and the person has been exempted according to the Ordonnance of 27th June 1995 on health insurance (OAMal) art 2.4 and 2.4bis

1.4 Extent of the Insurance

- A The insurance is valid in Switzerland.
- B Whilst outside of Switzerland, the insurance provides coverage in cases of emergency only and for a maximum of double cost of the same treatment in the canton of residence in Switzerland.



- C An emergency is any unplanned medical treatment where it is necessary for an immediate intervention and whereby the insured could not wait to return to Switzerland.
- D In cases of sickness or accident occurring in Switzerland and whereby the insured wishes to seek treatment abroad, the attending physician or hospital are obliged to send a request for coverage of medical costs to ERV. Voluntary treatments abroad, without ERV's consent, will not be covered.

1.5 Duration and Renewal

- A The insurance coverage begins on the start date mentioned on the insurance policy and on the day of entry to Switzerland at the earliest. The insurance policy is automatically renewed each calendar year (1st January to 31st December).
- B After 12 months, the insured is entitled to cancel so long as the three months before the end of the calendar year are respected. The cancellation request must include the signature of the insured.
- C The insurance contract is cancelled at the end of the month in the case where the insured :
- Has finished his education or advanced training in Switzerland or
 - Has definitively left Switzerland
 - Has moved his residence out of Switzerland
 - Is forced to take a Swiss LAMal insurance.

1.6 Payment and adjustment of the premium

- A The insured pays his premium in advance for an annual duration. This premium can also be paid in quarterly or semester payments.
- B The billing period of the premium is for a minimum of one month. If the insurance affiliation begins or ends during a calendar month, the premium must be paid for the calendar month in full.
- C The premium is to be paid before the deadline mentioned on the bill. After this deadline, a reminder will be sent by ERV to the insured with a new deadline of 30 days. After this delay, ERV will suspend all insurance benefits. ERV also reserves the right to claim extra charges from the insured.
- D In case of legal proceedings brought by ERV, the administrative costs can be claimed from the insured.
- E ERV can modify the premiums, deductibles and shares in relation to health costs and also takes into account any modifications made by current laws.



- F ERV must inform the insured of any modification to the insurance contract at the latest 30 days before the end of the calendar year. In case of modification, the insured has the right to cancel the insurance contract. The cancellation request must be sent with an official signature of the insured and must arrive at the ERV office on 31.12 at the latest.
- G If the insurance contract is not cancelled within this deadline, the new premiums, deductibles, shares or conditions will be considered as accepted by the insurance.

1.7 Obligations of the Insured

- A When the insured wishes to make a claim for medical costs, he must provide all documents, reports, medical certificates, bills and receipts (non-exhaustive) to ERV.
- B Changes in address, of marital status and also cases of death must be announced to ERV within 30 days. In cases of lateness or omission, ERV reserves the right to claim back any expenses incurred.
- C If an insured is leaving Switzerland indefinitely, he must provide ERV with proof of departure. This can be obtained from the local town hall or canton of residence. If the insured omits to inform ERV of his departure, ERV will contact the local authority officials for information. In all cases, the insurance contract will cease at the end of the calendar month in which the insured definitively left Switzerland.
- D In cases of sickness, accident and any other treatment, the insured must liberate the medical officials from their obligation to secrecy so that ERV can have all necessary information to evaluate the reimbursement of the claim. If this does not occur, the obligation to allocate benefits is removed.
- E ERV reserves the right to ask, at its own expense, the opinions of doctors or specialists of its choice to evaluate the insured's state of health. The Insured must submit to aforementioned medical opinions to define the diagnosis. This permits ERV to evaluate the obligation provide reimbursement.

1.8 Benefits provided by Third Parties

- A The insurance benefits of the present general insurance conditions are subsidiary to all other foreign social and private insurances, in particular obligatory foreign care insurances.

In case of double or multiple insurances, the benefits of the present general insurance conditions are subsidiary to the third party insurance. If the general insurance conditions of the third party insurance also have a subsidiary clause, the rules of double insurance of the Federal law of 2nd April 1908 on insurance contracts (LCA) will apply.

- B If the insured suffers a prejudice from his insurer, no compensation can be claimed under the present contract. If ERV intervenes and places a third party responsible, the insured must transfer his claims against the third party to compete with the expenses incurred by ERV.

1.9 Contacts

Policy management
SWISSCARE Insurance AG
Administration
Chemin de Beaulieu 8
CH-1752 Villars-sur-Glâne
Tel. +41 (0)840 001 001
Fax +41 (0)840 002 001
info@swisscare.ch
www.swisscare-intl.com

Claims management
EUROPÄISCHE Reiseversicherungs AG,
Swisscare Schadendienst
Margarethenstrasse 38
Postfach
CH-4003 Basel
Tel. +41 (0)58 275 27 27
Fax +41 (0)58 275 27 30
claim@erv.ch

In Emergency Cases Only 24 / 7
Out of office hours and only in cases of emergency, the insured or his representative can contact the following number : Tel. +41 (0) 840 001 001

1.10 Prescriptions

The reimbursement of claims is possible for a maximum of 2 years from the date of treatment.

1.11 Legal Remarks

- A The contract is governed exclusively by Swiss Law, in particular the Federal Law of 2nd April 1908 on insurance contracts (LCA).
- B The contractual obligations are governed by Swiss law and in Swiss Francs.
- C The judicial forum is in Basel, the base of ERV.
- D In case of doubt, the German version of the present insurance conditions is legally binding.

ART 2 | MEDICAL EXPENSES

2.1 Extent and Duration of Benefits

- A The insured has the free choice of doctor registered according to the LAMal for treatments in cases of sickness, accident and pregnancy in Switzerland.



- B ERV covers general ward throughout Switzerland.
- C The insurance benefits must be efficient, appropriate and economical in accordance with art. 32 al 1 and art 56 of the LAMal.
- D ERV's obligation to cover medical expenses ceases after the cancellation of the contract. This is also relevant for any ongoing treatments. The date of the treatment is determinant.
- E After the insurance contract has come into force, the insured has the right to the benefits. The benefits are guaranteed according to the date of the treatment.

2.2 Insurance Benefits and Deductible

- A The insurance benefits in cases of sickness, accident and pregnancy are guaranteed in accordance with the benefits under the LAMal and in particular the Ordonnance on insurance benefits (OPAS).
- B The insurance benefits of the present contract are a substitute to the LAMal social insurance.
- C The insurance benefits are subjected to an annual deductible (calendar year). The deductible amount is indicated on the insurance policy.

ART 3 | REPATRIATION AND DEATH BENEFIT

3.1 Repatriation in the Country of Residence

- A In case of serious sickness and accident or in case of the death of an insured in Switzerland, ERV will cover medical repatriation (including repatriation of the coffin/urne) to the country of residence of the insured.
- B ERV's consulting doctor will decide upon the necessity, on the mode of transport and on the opportune time to organise and validate the coverage of the benefits.

3.2 Death Benefits in cases of Accident

- A In case of death of an insured as a result of an accident, and within 5 years of the event, a death benefit of 10'000 CHF will be paid to the beneficiary indicated in the policy or if unavailable to the legal heirs except the tax authorities or eventual creditors.