

# **General Conditions of Insurance (GCI)**

Whenever the context so requires, the use of any gender shall include all genders.

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# 1 General provisions

# 1.1 Basis of the insurance contract

- A The contract is governed by the provisions of the Swiss Insurance Policies Act (IPA), SR 221.229.1. In the event of any contradictions between the General Conditions of Insurance (GCI) and the mandatory provisions of the IPA, the latter shall prevail. Dispositive provisions of the IPA only apply if no deviating provisions are laid down in these GCI.
- B Based on Article 2 (4) of the Health Insurance Ordinance of 27 June 1995 (HIO, SR 832.102), the aim of the insurance is to ensure protection in the event of illness, accident and pregnancy for foreign persons temporarily residing in Switzerland for the purpose of training or further education. This insurance cover is substitute cover under the Federal Health Insurance Act of 18 March 1994 (HIA, SR 832.10) and is based on its scope of benefits.
- The scope of benefits in the event of illness, accident or maternity is governed by the HIA and its implementing regulations, in particular the Federal Department of Home Affairs' ordinance on health insurance benefits of 29 September 1995 (HIBO, SR 832.112.31).

# 1.2 Insurer, insured persons and policyholder

- A coverio is a brand of European Travel Insurance ERV, which is responsible for this insurance.
- B The insurance covers the persons specified in the policy.
- C The policyholder is the natural person who has concluded an insurance contract with coverio.
- D In these Conditions, in particular with regard to the obligations, «policyholder» and «insured persons» are synonymous with «insureds».

# 1.3 Acceptance conditions

The insurance is intended exclusively for foreign persons who

- a) are temporarily residing in Switzerland for training and further education purposes, provided that they are exempt from their insurance obligation in Switzerland in accordance with the HIA and the applicable regulations. If the exemption from the obligation to have health insurance under the Health Insurance Act is rejected by the competent authority, coverio must be notified. In such a case, the insurance will be cancelled as of the effective date of the start of the new insurance under the Health Insurance Act.
- b) are not married to persons who have a Swiss residence permit B or C or are Swiss nationals

# 1.4 Scope

The insurance applies to persons with a legal domicile in Switzerland and the Principality of Liechtenstein.

# 2 Scope of insurance

# 2.1 Insured events

- A The financial consequences of illness, accident or maternity as well as the costs of health-promoting and preventive measures according to the respective supplementary conditions according to the IPA are insurable.
- B Outside Switzerland, insurance cover is only available in emergencies and for a maximum of twice the cost of the same treatments in the respective canton of residence in Switzerland.
- C If an illness or accident occurs in Switzerland and insured persons opt for treatment abroad, the insured persons are obliged to submit an application for reimbursement of costs. Voluntary, non-urgent treatments abroad that do not constitute emergencies will not be accepted without the prior written consent of covering.

# 2.2 Premium payment and adjustments

- A The insurance premium is calculated based on the age of the insured persons. If the insured person reaches the maximum age of the age group during the course of the year, the allocation to the next higher age group takes place automatically at the beginning of the following calendar year. The following age groups apply: up to 21 years/22 to 26 years/27 to 33/from 34 years.
- B Premiums must be paid in advance. The premium can be paid monthly, quarterly, semi-annually or annually.
- C Premiums are due for payment according to the date specified on the invoice. If the premium is not paid by the respective due date, coverio will, at the policy-holder's expense, send them a written reminder to pay within 14 days, warning of the consequences of failure to pay within this time.
- D coverio may adjust premiums, deductibles and excesses based on cost developments and changes in applicable legislation.
- E In the event of premature termination of the contract, coverio will refund any excess premiums paid in accordance with the statutory and contractual provisions.

# 2.3 Obligations and justification of claims

- A Policyholders must submit all documents, reports, medical certificates, receipts and other documents necessary for assessment if a claim for reimbursement of medical costs or the benefits of insurance cover is made. In addition, the account details (IBAN of a Swiss bank or post office account) must be provided.
- B Changes to the purpose of residence (training or further education), residence permit, address or marital status, as well as deaths, must be reported to coverio within 30 days. Other provisions remain reserved. In the event of delays or omissions, coverio reserves the right to reclaim the costs incurred.
- C Insured persons expressly authorize all medical personnel they have treated in the event of illness, an accident or on other occasions to provide coverio's medical officer with all the information necessary to assess the consequences of the damage/loss. For this purpose, the insured persons release the medical professionals from their duty of confidentiality.
- D Before each treatment, insured persons must inquire whether the service provider with whom they seek treatment is one of the service providers recognized by the insurer. In the case of inpatient treatments, coverio's approval of costs must be requested in advance.
- E coverio reserves the right, at its own expense, to seek the opinion of doctors or specialists of its choice in order to assess the state of health or the ability of the insured persons to work. Insured persons must undergo these medical examinations in order for the diagnosis to be made and the entitlement to benefits to be clarified.

### 2.4 Entitlement to third-party benefits

- Insurance benefits under these GCI are subsidiary to all other claims under foreign social and private insurance policies, in particular mandatory foreign longterm care insurance policies. In the case of multiple insurances, the benefits under these GCI are subsidiary to any claims against third parties for the same claim. There is no insurance cover to this extent.
- B If the insured event occurs, coverio is subrogated to the rights of the insured persons for equivalent loss items which it insures to the extent of and at the time of its benefits. The insured persons must issue all necessary documents and take all necessary actions to secure these rights and to help coverio effectively assert these rights. coverio is not bound by the deviating agreements made between the insured persons and the liable third parties.

# 3 Insured benefits

# 3.1 Scope and duration of benefits

- A Insured persons are free to choose from among the service providers recognized under the HIA which are authorized to provide the necessary services in the event of illness, accident or maternity in Switzerland.
- B In the case of inpatient treatment, coverio will cover the costs of a stay in a general hospital ward in Switzerland.
- The insurance benefits must be effective, expedient and economical within the meaning of Article 32 (1) and Article 56 of the HIA.
- D After termination of the insurance contract, coverio's obligation to pay treatment costs expires. This also applies to all ongoing treatments. The date on which the treatment took place is decisive.

# 3.2 Insurance benefits and deductibles

- A These insurance benefits in the event of illness, accident or maternity are based on the HIA and its implementing regulations (HIBO and HIO).
- B The insurance benefits are equivalent to those of the HIA and not complementary benefits.
- C The insurance benefits are subject to an annual and freely selectable excess as well as a deductible of 10% up to CHF 700 per calendar year. The amount of annual excess is specified in the insurance policy.

# 4 Miscellaneous

# 4.1 Applicable law and jurisdiction

- A Obligations under this contract are to be fulfilled in Switzerland and in Swiss currency.
- B The sole place of jurisdiction for the person entitled to make a claim is their Swiss domicile or the domicile of coverio, Basel.

# 4.2 Limitation period

Claims under the insurance contract are subject to a limitation period of five years after the occurrence of the event for which there is an obligation to pay benefits.

# 4.3 Additional provisions

- A Payments unlawfully received from coverio must be repaid within 30 days, including all costs incurred by coverio as a result.
- coverio provides insurance cover and is liable for claims or other benefits only insofar as they do not conflict with sanctions or constitute a breach of sanctions under UN resolutions and do not breach trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.
- When coverio pays the claim, the policyholder shall assign their claim resulting from the insurance contract as an automatic lump sum to coverio.

# 5 Glossary

#### A Abroad

Neither Switzerland nor the country in which the insured person has a permanent residence is regarded as a foreign country.

#### Acciden

An accident is the sudden, unintentional harmful effect of an unusual external factor on the human body resulting in impairment of physical, mental or psychological health or death.

### C Cost credits

Cost credits represent the agreement of the insurance company to pay for a planned treatment. Before a hospital stay, it is important to obtain a cost credit from the responsible customer service.

### D Deductible

The deductible is due as soon as the excess is exhausted during a year. From that point on, the insured person will meet ten percent of their treatment costs, but no more than CHF 700 per calendar year. This deductible is independent of the amount of the chosen excess.

### E Emergency

An emergency is any unforeseen medical treatment that requires immediate medical intervention and where the insured person cannot await return to Switzerland for treatment.

#### Excess

Excess is the cost that policyholders have to pay for all health benefits under the insurance themselves per year. These are therefore additional cost contributions in addition to the monthly premium payment to the insurers. However, they are only due in the event of a claim. The excess applicable to the insurance contract can be found in the policy.

#### H HIA

Federal Act of 18 March 1994 on Health Insurance (SR 832.10).

#### HIB(

FDHA Ordinance of 29 September 1995 on Compulsory Health Insurance Benefits (HIBO, SR 832.112.31).

#### HIC

Ordinance of 27 June 1995 on Health Insurance (SR 832.102).

### I Illness

Illness is any impairment of physical, mental or psychological health which is not the result of an accident and which requires medical examination or treatment or results in incapacity for work.

# Inpatient treatment

Inpatient treatment is treatment with a hospital stay of at least 24 hours or one night.

# Insured persons

Insured persons are the persons named in the policy or proof of payment or the group of persons described in the policy. They receive insurance cover and can be individual policyholders at the same time.

# IPA

Federal Act of 2 April 1908 on Insurance Policies (SR 221.229.1).

# M Maternity

Maternity includes pregnancy and childbirth as well as the subsequent recovery period of the mother.

# P Policyholder

The policyholder is the person who has concluded an insurance contract with coverio.

# Premium

The premium is the consideration paid by the policyholders for the provision of insurance cover by the insurer. Due to cost differences, premium graduations can be made. Premiums are paid in advance.

# S Service providers

Service providers according to the HIA are in particular doctors, pharmacists, chiropractors, midwives and persons who provide services on the order or on behalf of a doctor, as well as laboratories, hospitals, nursing homes, spas, which meet the legal requirements.