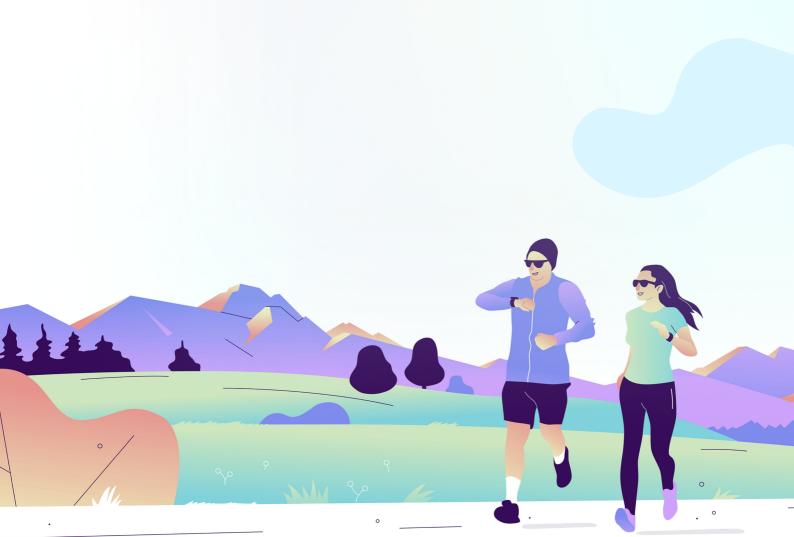




International student health insurance Switzerland

GENERAL INSURANCE CONDITIONS (GIC)

VB-RKS 2023-SFE62-CH





General Conditions of Insurance

VB-RKS 2023-SFE62-CH Foreign Student Health Insurance Switzerland

June 2023

Contents

Clie	ent information	2
Gei	neral Conditions of Insurance	4
Α	General information	4
1	Insured persons	4
2	Scope of the insurance	4
3	Term, extension and termination of the insurance	4
4	Payment and change of premium, rate level or excess	4
5	Obligations of the insured person/policyholder	5
6	Benefit entitlements granted by third parties for the same claim	5
7	Definitions	5
8	Limitation period and forfeiture	5
9	Complaints	5
10	Place of jurisdiction and applicable law	6
11	Additional provisions	6
В1	HIA-substituting insurance	6
1	Scope and term of the benefits	6
2	Insurance benefits and excess	6
1	Hospital visit by a family member	6
2	Return to home country (repatriation)	6
3	Telemedicine	6
4	Glasses and contact lenses	6
5	24-hour helpline	7
6	Travel cover	7
7	Examination cover	7
8	Ticket cover	7
9	Exclusions	7
С	Overview of benefits	8
D	Data protection at Swisscare	11
1	Why do we process your data? What is the legal basis?	11
2	Health-related data	11
3	Third parties who receive your data	11
4	Data retention	11
5	Rights	11

Client information

The following client information provides a clear and concise overview of the identity of the insurer and the main content of the insurance contract. The content and scope of the rights and obligations arising from the insurance contract are governed exclusively by the General Conditions of Insurance. The use of the masculine form, which may be chosen for reasons of improved readability, also applies to female persons.

Who is the insurer?

The insurer is HanseMerkur International AG, Drescheweg 1, 9490 Vaduz, Liechtenstein (hereinafter referred to as "HanseMerkur International"). For more information visit HanseMerkur International at www.hansemerkur.ch.

Applicable General Conditions of Insurance

This is an insurance of the non-life type. The General Conditions of Insurance VB-RKS 2023-SFE62-CH apply.

Who is the policyholder?

The policyholder is the person who has concluded the insurance contract with HanseMerkur International and who is designated as the policyholder in the insurance policy.

What persons are insured?

Insured is (are) the person(s) or groups of persons listed in the insurance policy who are temporarily resident in Switzerland for educational purposes and who have been exempt from compulsory insurance in Switzerland under the Federal Health Insurance Act (HIA, SR 832.10) and the Health Insurance Ordinance (HIO, SR 832.102, Article 2(4)).

What risks are insured and what is the scope of the insurance cover?

The insured risks are initially illness, accident and maternity. Insurance cover is provided that is equivalent to that of the HIA (HIA-substituting insurance) in principle.

In addition to the HIA-substituting insurance, extended insurance cover is provided for hospital visits, repatriation, telemedicine, glasses and contact lenses, 24-hour helpline, travel cover, examination cover and ticket cover.

The amounts and/or the caps as well as the types of insurance benefits can be found in the insurance application, the insurance policy and the corresponding General Conditions of Insurance.

The insurance is a claim-based insurance and not a fixed-benefit insurance.

How much is the premium?

The amount of the premium is defined by the choice of insurance cover and is indicated in the insurance application and the insurance policy. The same applies to any excess or franchise. The premiums mentioned include the current statutory stamp tax.

Obligations of the policyholder and the insured persons

The following list contains only the most common obligations. Further obligations may arise from the General Conditions of Insurance and the Federal Insurance Policies Act (IPA, SR 221.229.1).

The insured person is obligated to minimise the loss and avoid doing anything that could lead to unnecessary cost increases. If there is any uncertainty, the insured person is required to contact HanseMerkur International. Damage events must be reported as soon as possible.

The notice of claim sent must be filled in completely and truthfully by the insured person and returned immediately to HanseMerkur International. Further supporting documents requested by HanseMerkur International as well as relevant information and evidence must be provided in the same manner.

Changes of address must be notified immediately to Swisscare Switzerland Ltd (hereinafter referred to as "Swisscare"), which acts on behalf of HanseMerkur International.

When does your insurance contract start and end?

The contract starts on the date stated in the insurance application and in the insurance policy. On expiry of the first contract term, the contract will be tacitly extended by one calendar year at a time unless one of the parties cancels the contract in writing or in text form subject to a notice period of three months (30 September) as of the end of the calendar year.

The contract may be cancelled prematurely for various reasons. These reasons result from the General Conditions of Insurance.

Cancellation of the HIA-substituting insurance will only become effective when the insured person has provided proof of the new insurer so that there is no gap in cover.

Right of revocation

You can revoke your application to conclude the contract or the declaration to accept it in written or electronic form.

The revocation period is 14 days and begins as soon as the policyholder has applied for or accepted the contract. The deadline is considered to have been met if, by the last day of the revocation period, you have notified Swisscare, which acts on behalf of HanseMerkur International, of your revocation or sent your notice of revocation by post.

When must a claim be reported?

The notice of claim must be submitted to HanseMerkur International as soon as possible after the claim comes to light.

How long is the term of the insurance cover?

HanseMerkur International's obligation to cover healthcare costs within the framework of the HIA-substituting insurance expires on termination of the insurance contract. This also applies to all ongoing courses of treatment. The date on which the treatment took place is authoritative.

The extended insurance cover includes all claims that occur during the term of the insurance contract.

How does HanseMerkur International handle your data?

HanseMerkur International collects personal data from insured persons insofar as this is necessary or useful for the conducting of its insurance business, in particular when concluding contracts and processing claims. Data collection and processing facilitate the insurance business, the marketing, sales, administration and brokerage of products and services and risk assessment, as well as the processing of insurance contracts and the associated ancillary business. Insofar as legally required, consent from the insured person will be obtained. Consent obtained may be revoked at any time.

HanseMerkur International collects personal data from the medical staff via its own specialist in the event of illness, accident or other treatment of the insured person with their consent (see General Conditions of Insurance).

Personal data includes identification and contact details and any other data provided by you or third parties within the framework of the insurance. The following categories of data are primarily processed: Prospect data, client data, contract and claims data, health-related data, injured party and claimant data and debt collection data.

The data is recorded, processed, stored and deleted physically and/or electronically in accordance with the statutory provisions. Data relating to business correspondence must be retained for at least 10 years after termination of the contract and claims data for at least 10 years after completion of the claim.

HanseMerkur International is authorised to disclose all such data to the necessary extent to co-insurers and reinsurers, authorities, insurance companies and institutions, central information systems of the insurance companies, other bodies within the group of companies, cooperation partners, hospitals, doctors, external experts and other parties involved domestically and abroad and to obtain information from all the above bodies. This authorisation includes, in particular, the physical and/or electronic storage of the data, the use of the data for premium determination, risk assessment, the processing of

HanseMerkur International AG Drescheweg 1 Management: Kai-Uwe Blum, Fuad Izmirlija, Godehard Laufköter, Rinaldo Manetsch 9490 Vaduz, Liechtenstein www.hansemerkur.ch Registration number: FL-0002.599.519-6, Commercial Register LI, Vaduz insured events, combating abuse, the creation of statistical analyses and, within the group of companies, including cooperation partners, also for marketing purposes, including the creation of client profiles in order to offer applicants individual products.

HanseMerkur International grants Swisscare, in particular, access to data insofar as this is necessary for the provision of the services within the framework of the performance of the insurance.

In order to maintain IT security and operations, it may also be necessary to grant access to third-party providers of IT services (IT service providers), who may access the data from the EU/EFTA (European Union/European Free Trade Association) area or from another country with appropriate data protection.

You have the right to information about the personal data stored by us, the right to rectification of personal data, the right to erasure within the scope of our legal obligations, the right to object to processing, the right to restriction of processing and the right to data portability. You have the right to object to the processing of your data for marketing purposes. When we process your data to protect legitimate interests, you have the opportunity to object to this, taking into account your individual circumstances. Should you wish to object to the processing of your personal data, please contact our Data Protection Officer.

HanseMerkur International is the data controller as regards the processing of your data within the framework of the insurance business. If you have any questions, you can contact our Data Protection Officer. You can find the contact details on our website.

Complaint, Conciliation Board, supervisory authority

You can send a complaint directly to HanseMerkur International AG, Drescheweg 1, 9490 Vaduz, e-mail: lob-und-kritik@hansemerkur.ch. For more information on the complaints procedure, please visit www.hansemerkur.ch.

If you do not wish to address your complaint to HanseMerkur International directly, you can also have it reviewed by an independent body (Conciliation Board). Persons domiciled in Switzerland can contact the Ombudsman of Private Insurance and of Suva, Postfach 1063, 8024 Zurich, Switzerland

Competent supervisory authority: Financial Market Authority (FMA) Liechtenstein

Postfach 279, Landstrasse 109, 9490 Vaduz, Liechtenstein

This does not affect your right to take legal action.

General Conditions of Insurance

The insurance cover of HanseMerkur International AG (hereinafter referred to as "HanseMerkur International") is defined by the following General Conditions of Insurance.

A General information

Based on Article 2(4) of the HIO, the purpose of this insurance is to guarantee insurance cover in the event of illness, accident and pregnancy for foreign nationals resident temporarily in Switzerland for educational purposes (HIA-substituting insurance). This insurance cover is based on the benefits under the HIA.

The benefits of the HIA-substituting insurance are supplemented by the extended insurance cover in accordance with Section B2 of these General Conditions of Insurance.

1 Insured persons

The persons listed in the insurance policy are insured.

- 1.1 The insurance applies solely to:
 - foreign nationals resident temporarily in Switzerland for educational purposes, provided they are exempt from compulsory insurance in Switzerland under the HIA and the applicable ordinances. For an insurance to be permissible under these General Conditions of Insurance, the insured person must be exempt from compulsory health insurance under the HIA by the competent cantonal authority. In the absence of such an exemption, this contract has no effect whatsoever. In this event, any premiums already paid will be refunded in full.
 - In the following conditions, the term "insured person", in particular with regard to the obligations, refers to both the insured person and the policyholder.

2 Scope of the insurance

The insurance is valid in Switzerland.

Outside Switzerland, insurance cover is only provided in emergencies and for a maximum of twice the cost of the same treatment in the canton of residence in Switzerland.

If an illness or accident occurs in Switzerland and the insured person decides to receive treatment abroad, the insured person undertakes to send an application to HanseMerkur International for payment of the medical expenses. Voluntary procedures abroad that are not emergencies will not be covered without the prior written consent of HanseMerkur International.

3 Term, extension and termination of the insurance

The contract starts on the date stated in the insurance application and in the insurance policy. On expiry of the first contract term, the contract shall be tacitly extended by one calendar year at a time unless one of the parties cancel the contract in writing or in text form in observance of a notice period of three months (30 September) as of the end of the calendar year.

A cancellation of the HIA-substituting insurance shall only become effective when the insured person has provided proof of the new insurer so that there is no gap in cover.

The contract may be cancelled prematurely for the following reasons (extraordinary cancellation):

 Following a claim for which HanseMerkur International has made payments: cancellation by the policyholder within 14 days of notification of payment at the latest; the insurance cover will end 14 days after receipt of notice, at the end of the month at the latest.

- In the event of an increase in the premiums, franchise or excess by HanseMerkur International: by the policyholder at the end of the calendar year if notice has been given in writing or in text form by 30 November of the current year. The cancellation is effective provided that proof of the new insurance has been provided as of 1 January of the following year. The right is reserved to make adjustments prescribed by the authorities (such as changes to premiums, the excess, franchise, indemnity limits, scope of cover or levies and fees) in the event of cover governed by legal provisions.
- In the event that the insured person leaves Switzerland permanently: The contract must be cancelled on the date of relocating abroad. As proof, the insured person undertakes to submit a confirmation of relocating abroad or deregistration from the municipality of residence; this date is authoritative for the end of the insurance cover. Insured persons who are not registered with a municipality of residence due to the nature of their stay must submit a copy of their official permit or confirmation of temporary residence; the date of expiry is authoritative for the end of the insurance cover.
- In the event that the insured person is no longer eligible for insurance with HanseMerkur International: The insured person or the policyholder must submit proof of the end of the insurance entitlement and a confirmation of insurance from the new Swiss compulsory health insurer (health insurance), according to which the new insurance begins on the first day of the month following the end of this HanseMerkur International insurance cover.
- In the event that the insured person has changed his or her civil status or residence status: In the event of such changes, the insured person may lose his or her insurance eligibility. He or she must therefore contact Swisscare Switzerland Ltd (hereinafter referred to as "Swisscare") immediately and inform them of any such changes.

If the contract is terminated prematurely, Swisscare shall refund the excess premiums paid in accordance with the statutory and contractual provisions.

4 Payment and change of premium, rate level or excess

The premium must always be paid in advance (before the start of the insurance period). The premium can be paid in monthly, quarterly, biannual or annual instalments.

The premiums are due on the date stated in the invoice. If the premium is not paid by the respective due date, Swisscare will send the policyholder or insured person, at his or her expense, a written reminder requesting him or her to make the payment within 14 days and informing him or her of the consequences of failure to do so. If this reminder remains without effect, the insurance cover can be terminated subject to a termination period of four weeks in writing or in any other textually verifiable form. During the termination period, HanseMerkur International's benefit obligation and the policyholder's or insured person's obligation to pay remain in force. HanseMerkur International must notify the competent authority under cantonal law of the termination of the insurance contract. Swisscare charges the following fees in the event of reminders and debt collection:

- Statutory reminder: CHF 20
- Initiation of debt collection (plus official debt collection costs and court costs): CHF 50
- Cancellation of a debt collection: CHF 80 (the cancellation will only be carried out if all outstanding amounts including the pending cancellation costs have been settled)

HanseMerkur International may adjust premiums, excess and franchise on the basis of cost trends and amendments to applicable legislation. Such changes shall always apply from the beginning of the calendar year following the year in which the changes were notified.

HanseMerkur International must inform the insured person or policyholder of the new provisions of the General Conditions of Insurance no later than 30 days before the end of the current calendar year.

If the insurance contract is not cancelled before the end of the current calendar year, the new premiums, annual franchises, excesses and/or conditions will be deemed accepted by the insured person or policyholder.

For the purposes of changing the rate level (ESSENTIAL, SUPERIOR) or the amount of the annual franchise, the insured person or policyholder must notify his or her change requests by 30 September so that the change comes into effect on 1 January of the following year.

5 Obligations of the insured person/policyholder

The policyholder and the insured person must take all measures before and after a claim that can help to avoid or reduce the consequences and clarify the circumstances of the claim.

If the insured person wishes to make a claim for reimbursement of medical expenses or for benefits under the extended insurance cover, he or she must provide HanseMerkur International with all documents, reports, doctor's certificates, invoices and receipts (not exhaustive) as well as the account details (IBAN of the bank or post office account).

Changes of address, residence permit status, civil status or deaths must be notified to Swisscare within 30 days. Provisions to the contrary remain reserved. In the event of delays or omissions, HanseMerkur International reserves the right to claim a refund of the costs incurred.

The insured person expressly authorises all medical staff who have treated him or her in the event of an illness, accident or on other occasions to provide the specialist doctor of HanseMerkur International with all information required to assess the consequences of the event. For this purpose, the insured person releases the medical professionals from their professional duty of confidentiality.

HanseMerkur International reserves the right to seek at its expense the opinion of doctors or specialists at its discretion in order to assess the insured person's state of health or capacity for work. The insured person must be available for such medical opinions to enable a diagnosis to be made and to clarify his or her entitlement to benefits.

6 Benefit entitlements granted by third parties for the same claim

The insurance benefits of these General Conditions of Insurance are subsidiary to all other entitlements under foreign social and private insurances, in particular compulsory foreign long-term care insurances. In the event of overinsurance (double or multiple insurance), the benefits under these General Conditions of Insurance are subsidiary to any entitlements in relation to third parties for the same claim. There is no insurance cover to the corresponding extent. If the General Conditions of Insurance of the liability insurance also contain a subsidiarity clause, the rules of overinsurance of the IPA will apply.

Upon occurrence of the insured event, HanseMerkur International assumes the rights of the insured person to the extent and at the time of its payment for the similar event items covered by it. The insured person must sign all necessary documents and take all necessary actions to secure these rights and to help HanseMerkur International to effectively assert these rights. HanseMerkur International is not bound by any deviating agreements made between the insured person and the liable third party.

7 Definitions

Emergencies

An emergency is any unforeseen medical treatment that requires immediate medical attention and for which the insured person cannot wait to return to Switzerland for treatment.

Accidents

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

Illnesses

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

Franchise

A franchise is the cost that the policyholder must pay for all health services within the framework of the HIA-substituting insurance per year. These are therefore additional cost-sharing payments in addition to the monthly premium payment to the insurer. However, they are only due in the event of a benefit claim. The franchise applicable to the insurance contract can be found in the policy.

Excess

The excess becomes due as soon as the franchise is exhausted over the course of one year. From this point on, the insured person pays 10 per cent of his or her treatment costs, up to a maximum of CHF 700 per year. This excess is independent of the amount of the franchise chosen.

Check-ups without medical indication

The aim of check-ups within the meaning of this condition is the early detection and prevention (prophylaxis) of illnesses or impairment of health and as such do not require any prior medical indication.

8 Limitation period and forfeiture

Claims arising from the insurance contract become time-barred five years after occurrence of the fact giving rise to the benefit obligation.

If HanseMerkur International rejects the compensation claim, the entitled person must assert the claim in court within one year of refusal, or else will lose all rights to the claim (forfeiture).

9 Complaints

If the policyholder is not satisfied with the service provided by HanseMerkur International or if differences of opinion arise during the processing of the contract, the policyholder can contact the internal Complaints Department of HanseMerkur International at any time

HanseMerkur International AG Complaints Department Drescheweg 1, 9490 Vaduz, Liechtenstein E-mail: lob-und-kritik@hansemerkur.ch

For more information on the complaints procedure, please visit www.hansemerkur.ch.

If the policyholder is not satisfied with the decision or a negotiation has not produced the desired result, he or she will have the following options for lodging a complaint.

9.1 Conciliation Board

Policyholders resident in Switzerland can contact the following Conciliation Board:

Ombudsman of Private Insurance and of Suva Postfach 1063, 8024 Zurich, Switzerland Internet: <u>www.versicherungsombudsman.ch</u>

9.2 Insurance supervision

If the policyholder is not satisfied with the service provided by HanseMerkur International or if there are differences of opinion, he or she can also contact the competent supervisory authority:

Financial Market Authority (FMA) Liechtenstein Postfach 279, Landstrasse 109, 9490 Vaduz, Liechtenstein Internet: www.fma.li

The FMA is not an arbitration board and cannot issue binding decisions on individual disputes.

9.3 Legal action

The right to take legal action remains unaffected by the aforementioned options for lodging a complaint.

10 Place of jurisdiction and applicable law

- 10.1 Legal actions against HanseMerkur International may be filed with the court at the place where the registered office of the company is located or at the Swiss place of residence of the insured person or beneficiary.
- 10.2 The contract is governed exclusively by Swiss law, in particular the IPA, and relates predominantly to benefits under the HIA and the associated ordinances.

11 Additional provisions

Payments received unlawfully from HanseMerkur International must be repaid to HanseMerkur International within 30 days, including all costs incurred by HanseMerkur International as a result.

No insurance cover will exist if economic, commercial or financial sanctions or embargoes imposed by Switzerland and applicable to the contracting parties conflict with the insurance cover. This will also apply to economic, trade or financial sanctions or embargoes imposed by the United Nations (UN), the European Union (EU) or the United States of America (USA), unless these conflict with Swiss statutory provisions.

In the event of doubt about the interpretation and content of the General Conditions of Insurance, the English version prevails. The insured person agrees that contractual documents and other correspondence may be sent in unencrypted form as a standard e-mail to the e-mail address specified in his or her application.

B1 HIA-substituting insurance

1 Scope and term of the benefits

The insured person has a free choice of doctors and hospitals from among the service providers recognised under the HIA who are authorised to provide the necessary benefits in the event of illness, accident or maternity in Switzerland.

In the event of inpatient treatment, HanseMerkur International will pay the costs for a stay in the general ward in Switzerland.

For cover under the HIA-substituting insurance, the benefits must be effective, appropriate and economical in accordance with Art. 32(1) and Art. 56 of the HIA.

HanseMerkur International's obligation to cover healthcare costs expires on termination of the insurance contract. This also applies to all ongoing courses of treatment. The date on which the treatment took place is authoritative.

Once the insurance contract is in force and the insured person is entitled to the benefits, the benefits will be paid chronologically according to the date of treatment.

2 Insurance benefits and excess

The scope of benefits in the event of illness, accident and maternity is governed by the HIA and its implementing ordinances, in particular the Health Insurance Benefits Ordinance (HIBO, SR 832.112.31). HanseMerkur International waives all exclusions or limitations of benefits, sums insured as well as waiting and final periods that cannot be reconciled with the HIA.

The benefits of the HIA-substituting insurance are equivalent benefits and not complementary benefits. The insurance benefits that are supplementary shall be considered to be complementary; they are not based on the HIA and are exclusively subject to the IPA.

The benefits of the HIA-substituting insurance can be extended if necessary. The various benefits of the ESSENTIAL and SUPERIOR product variants are listed in Section C in the overview of benefits.

The insurance benefits are subject to an annual franchise (a fixed amount per calendar year) and an excess of 10% up to CHF 700 per calendar year. The amount of the annual franchise is stated on the insurance policy.

B 2 Extended insurance cover

The HIA-substituting insurance is extended by the following insurance cover. The maximum sums insured for the following benefits are shown in the insurance policy and in the overview of benefits in Section C below.

1 Hospital visit by a family member

If the insured person needs to stay in a Swiss hospital for longer than seven days, HanseMerkur International will pay the costs for a family member to travel to the insured person's bedside (economy class flight/medium-priced hotel).

2 Return to home country (repatriation)

If the insured person cannot continue his or her studies in Switzerland due to illness or injury, HanseMerkur International will cover the costs

- of a medically supervised return transport to the nearest suitable hospital in the insured person's home country, provided that the return transport is medically expedient and justifiable;
- of the return travel to the insured person's home country.

The doctors of HanseMerkur International alone decide on the necessity and rationale, the type and timing of the granting of these benefits.

In the event of the death of the insured person, HanseMerkur International pays the costs of repatriating the coffin or urn to the home country of the insured person.

3 Telemedicine

HanseMerkur International covers 100% of the costs of the telemedical consultation sessions of an insured person.

4 Glasses and contact lenses

HanseMerkur International pays for visual aids, such as spectacle lenses and contact lenses, if visual acuity has changed by at least 0.5 dioptres. For this purpose, the insured person must undergo an eye test carried out by an ophthalmologist or optician and send the relevant documents to HanseMerkur International.

5 24-hour helpline

In case of emergency, please contact the 24-hour helpline on **+41 43 550 21 00**. It is available day and night (incl. Sundays and public holidays).

The 24-hour helpline advises you on the measures to be taken, organises the necessary help and helps you find a suitable doctor or hospital.

In the event of theft or loss of credit cards and mobile phones, the 24-hour helpline provides support in the initiation (but not the costs) of the corresponding blocking.

6 Travel cover

HanseMerkur International reimburses the proven cancellation costs incurred (excl. security fee and airport fees) if the insured person is unable to take the booked trip for his or her stay in Switzerland as a result of unforeseen illness or injury, provided that such an event occurs after the insurance has been taken out and the trip has been booked.

In the event of robbery, theft, loss or misplacement of the insured person's identity card or passport, HanseMerkur International pays the replacement costs up to a maximum of the insured sum agreed.

7 Examination cover

If the insured person is unable to take part in a final examination to obtain the desired diploma due to an unforeseen illness or injury, HanseMerkur International will reimburse the examination fee charged up to a maximum of the insured sum agreed so that he or she is able to repeat an equivalent examination at an internationally recognised institution within one year.

Not insured are states of fatigue and exhaustion, nervous, psychological and psychosomatic disorders.

8 Ticket cover

If the insured person is unable to attend an event due to an unforeseen illness or injury, the insured person will be reimbursed the ticket price up to a maximum of the insured sum agreed.

9 Exclusions

There is no insurance cover under the extended insurance cover (B 2) in the following cases:

- 9.1 There is no insurance cover for loss or damage caused by:
 - abuse of alcohol, drugs or medications and its consequences;
 - suicide or attempted suicide and its consequences;
 - participation in strikes or civil unrest;
 - participation in races and drills involving motor vehicles or boats:
 - active participation in competitions of sports organisations and related training;
 - participation in professional or semi-professional sports events to achieve top speeds.
- 9.2 Also excluded from the insurance cover are claims caused by:
 - participation in risky actions in which the insured person knowingly exposes himself or herself to danger;
 - grossly negligent or intentional acts or omissions on the part of the insured person;
 - There is no insurance cover for the commission or attempted commission of felonies, misdemeanours, contraventions or

- criminal offences or the wilful breach of statutory provisions by the insured person;
- fraudulent misrepresentation (in addition, the insurer may cancel the contract if the insurance claim is fraudulently substantiated within the meaning of Article 40 of the Swiss Federal Act of 2 April 1908 on Insurance Policies (Bundesgesetz vom 2. April 1908 über den Versicherungsvertrag IPA);
- insured events occurring during an expedition, unless agreed otherwise.
- 9.3 There is no insurance cover for events which had already occurred at the time the insurance was taken out or when the trip commenced or for which it was certain at the time the trip commenced that they would have to take place during the scheduled course of the trip. This also applies to precontractual illnesses.
- 9.4 Insofar as not otherwise regulated, there is no insurance cover for loss or damage arising from epidemics, pandemics, wars, civil wars, warlike events, civil unrest, strikes, ionising radiation within the meaning of the Radiological Protection Act (RPA, SR 814.50) as amended, radioactive radiation, confiscations, seizures or other interventions by the authorities. Furthermore, there is no insurance cover for claims arising from violence at a public gathering or demonstration if you or other insured persons actively participate. HanseMerkur International will not indemnify for events on trips that are booked, commenced or not aborted immediately despite travel warnings from the Swiss Federal Department of Foreign Affairs (FDFA).
- 9.5 Insofar as HanseMerkur International does not expressly provide cover, it will not indemnify for loss or damage directly or indirectly attributable to natural catastrophes, seismic phenomena or weather influences.
- 9.6 There is no compensation for loss of enjoyment.
- Costs for medical reports, certificates and nursing staff will not be reimbursed.
- 9.8 Costs for meals, lost time at work and other financial losses will not be reimbursed.
- 9.9 Activities in connection with an insured event are not insured, for example costs for the replacement of the insured items or police purposes.

C Overview of benefits

Foreign Student Health Insurance Switzerland

Foreign students, academics, interns and au pairs

	ESSENTIAL	SUPERIOR
Inpatient		
Switzerland (general ward)	HIA	HIA
Worldwide	HIA	HIA

Outpatient

Hospital	HIA	HIA
General practitioner	HIA	HIA
Psychiatrist (inpatient/outpatient)	HIA	HIA
Psychologist	HIA	HIA
Specialist	HIA	HIA
Check-up without medical indication ¹	-	Once a year

Maternity

Pregnancy	HIA	HIA
Childbirth	HIA	HIA
Antenatal classes	max. CHF 150	max. CHF 300
Normal pregnancy check-up	7 ×	9 ×
Obstetric ultrasound examination	2 ×	4 ×

Medicine

Prescription medicine	HIA	HIA
Alternative medicine	HIA	HIA
Contribution towards medicines not covered by the HIA that are registered with Swissmedic	-	50%, max. CHF 100
Contribution towards vaccination not covered by the HIA	-	50%, max. CHF 50
Contribution to alternative treatment methods not covered by the HIA	-	50%, max. CHF 200

Emergency treatment (inpatient/outpatient)

Emergency treatment (inpatient/outpatient) Worldwide Worldwide
--

Dental treatment

Accident Analgesic Dentures after accident	dental	treatment	HIA	HIA
Illness Analgesic Dentures	dental	treatment	HIA	HIA
Illness Analgesic Dentures not covered by	dental the HIA	treatment	-	50% max. CHF 500
Contribution to dental care/hygiene		0%	50%, max. CHF 200	
Contribution to X-rays, fillings and extractions, if not due to one of the pathologies in the HIBO		0%	50%, max. CHF 200	

Transport and rescue

Ambulance and transport	50%, max. CHF 500	50%, max. CHF 1,000
Rescue	50%, max. CHF 5,000	50%, max. CHF 15,000

Hospital visit of a family member

	Flight in economy class/medium-priced hotel	0%	max. CHF 5,000
--	---	----	----------------

Return to home country

Repatriation	max. EUR 30,000	max. EUR 30,000
Repatriation of remains	0%	100%

Glasses and contact lenses

Glasses and contact lenses	max. CHF 100,	max. CHF 150,
Glasses alla colliaci lelises	every 3 years	every 2 years

Travel cover

Trip cancellation	max. CHF 200	max. CHF 1,000
Recovery of passport and ID card	max. CHF 100	max. CHF 200

Examination cover

Examination fee	max. CHF 300	max. CHF 1,000

Event cover

Event cost	max. CHF 100	max. CHF 100
	per year	per year

Telemedicine

24-hour helpline

Help with the choice of doctor and hospital	100%	100%
Mobile phone- and credit card-blocking service	100%	100%

¹ Definition see A 7.

D Data protection at Swisscare

In accordance with Article 13 of the General Data Protection Regulation (GDPR), we inform you about how your personal data is processed within the scope of our services.

Swisscare Switzerland Ltd

Swisscare is the insurance intermediary and the account manager for your insurance product. Our registered representation in the EU/EFTA according to Article 27 of the GDPR is as follows:

Swisscare Services AG Alte Landstrasse 6 6496 Balzers Liechtenstein

The Data Protection Officer can be reached at the above address, stating "Data Protection Officer" in the last address line, or by e-mail at dpo@swisscare.com.

Why do we process your data? What is the legal basis?

We process your personal data in accordance with the GDPR and the local data protection regulations applicable in the Principality of Liechtenstein, i.e. the Data Protection Act and the Data Protection Ordinance.

When you submit your insurance application, we require certain details to be able to conclude a contract with you. If you decide to take out an insurance contract with us, we process data for the conclusion and maintenance of the contractual relationship, for example for invoicing or to check your eligibility.

Without this personal data we cannot enter into a contractual relationship with you. For this reason, the details we require are based on Art. 6(1)(b) (necessary for the performance of a contract) and (c) (necessary for the fulfilment of a legal obligation), for example due to tax law regulations, social security and health insurance law regulations, corporate law regulations and compliance obligations. Due to these regulations and statutory retention periods, erasure of certain personal data is only possible after these statutory retention periods have expired.

Data processing under Article 6(1)(f) (legitimate interests) is based on

the following:

- IT security and operations
- Prevention of insurance fraud
- Marketing of our own

insurance products and services

2 Health-related data

Swisscare does not process health-related data in connection with claims. The sole responsibility lies with the insurer, in this case HanseMerkur International. When we receive health-related data, we inform the sender and subsequently erase it irrevocably.

3 Third parties who receive your data

Your data is transferred to the insurer (HanseMerkur International) in Switzerland under the contract you have concluded. We are authorised to pass on your data to authorities dealing with the validity of your insurance and exemption from compulsory health insurance as well as to other insurers and reinsurers. In order to maintain IT security and operations, we may also need to provide access to third-party providers of our IT services who may access our data from within the EU/EFTA or from a third country.

In order to comply with statutory reporting obligations, it is possible that we may also be required to transmit your personal data to government authorities (tax authorities, law enforcement agencies).

4 Data retention

We retain your personal data until claims against our company have become time-barred (retention period between 5 and 30 years) and if we are legally obligated to do so (e.g. under the IPA, Code of Obligations).

5 Rights

You have the right to information about the personal data stored by us, the right to rectification of personal data, the right to erasure within the scope of our legal obligations, the right to object to processing, the right to restriction of processing and the right to data portability.

You have the right to object to the processing of your data for marketing purposes. Our clients have the option to unsubscribe from our newsletter themselves. When we process your data to protect legitimate interests, you have the opportunity to object to this, taking into account your individual circumstances.

Should you wish to object to the processing of your personal data, please contact our Data Protection Officer.