

# Schengen Guest Insurance Switzerland for short-term visitors

General insurance conditions SGIS-GIC-09.2021







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#### **GENERAL CONDITIONS**

#### 1.1 Information about your insurance

Dear Client,

We would like to inform you about the Insurer's identity and the content of the insurance contract (Art. 3 of the Insurance Contract Act SR 221,229.1).

# Who are your contractual partners?

The risk carrier for the present insurance is: Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, CH-9001 St. Gallen. The insurance lies with: European Travel Insurance (entitled ERV in the GIC), a branch of Helvetia Swiss Insurance Company Ltd, headquartered at St. Alban-Anlage 56, P.O., CH-4002 Basel. The management of the product is delegated to Swisscare Switzerland AG, Insurance Broker, FINMA registration number 33060, Morgenstrasse 129, 3018 Bern in Switzerland, hereinafter "Swisscare."

# Which risks are covered, and what is the scope of the insurance coverage?

The insurance application, the policy, and the corresponding General Insurance Conditions (GIC's) stipulate the events upon whose occurrence ERV is obliged to make a payment.

# Which insurance benefits are paid?

The amount and/or maximum limit and the type of insurance benefits can be gathered from the insurance application, the policy, and the corresponding GIC's. The same applies to any deductibles or waiting periods.

#### How high is the premium?

The price of the premium is dependent on the selected coverage and the insured risks. Details of the premium and the statutory duties and fees (e.g., Swiss Federal stamp duty) can be found in the quote, the insurance application, or insurance policy. The premium is generally payable once a year. Other types of payment are possible on request and may involve a supplemental charge.

# **Duties of the Policyholder and Insured**

The essential duties of the Policyholder and the Insured include but are not limited to the following:

- In the event of a claim, it must be reported to ERV immediately using the contact information under article 1.2 of the present GIC's.
- The Policyholder and Insured have a legal obligation to cooperate with ERV during the claims processing, especially to obtain further information and minimize the claim (obligation to cooperate).
- In the event of a claim, reasonable action must be taken to mitigate damages (duty to minimize the claim).

# When does your contract of insurance commence and end?

The contract commences on the date stated on the insurance application and the policy. If proof of insurance or a temporary coverage notice was issued, ERV will grant insurance coverage from the date specified therein until the delivery of the policy.





#### **Data Protection ERV**

Data acquisition and processing serve the business of insurance transactions, marketing, selling, administration, mediation of products and services, and risk assessment, as well as the handling of insurance contracts and any secondary business associated with this.

The data is physically and/or electronically acquired, processed, stored, and deleted in accordance with the regulations of the legislator. Data that concerns business correspondence must be stored for at least ten years from contract termination and claims data for at least ten years after completion of the claim.

In essence, the following data categories are processed: interested parties' data, customer data, contract- and claims data, health-related data, data from injured parties and claimants, as well as debt collection data.

ERV is authorized to disclose all this data to the extent required to co-insurers and reinsurers, official bodies, insurance companies and institutions, central information systems of the insurance companies, other entities within the group of companies, cooperation partners, hospitals, doctors, external experts and other involved parties in Switzerland and abroad and to obtain information from all of the above. This authorization includes, in particular, the physical and/or electronic storage of data, the use of the data for determining the premium, assessing risk, processing insured events, combating abuse, preparing statistical evaluations and, within the group of companies, including cooperation partners, also for marketing purposes, including the creation of client profiles for the purpose of offering the applicant individual products.

The data protection declaration from Swisscare is on the last page of these General Insurance Conditions under Paragraph 6.

# What fees are charged?

In the event of reminders and debt enforcement, Swisscare may charge the following fees:

- fee for a statutory reminder CHF 20,
- fee for initiating debt enforcement (plus official enforcement costs and court costs) CHF 50,
- fee for the deletion of a debt enforcement CHF 80 (deletion will only be performed if all outstanding amounts have been settled).

#### What else must be observed?

The actual insurance contract remains decisive in any case. In case of doubt concerning the interpretation and content of all documentation, the English version shall prevail.

# 1.2 Insurance company and policy management

- A The risk carrier for the present insurance is: Helvetia Swiss Insurance Company Ltd, Switzerland. The insurance lies with: European Travel Insurance, a branch of Helvetia Swiss Insurance Company Ltd. ERV undertakes to provide the insured benefits within the framework of the following conditions. The insured person shall reserve the right to assert a claim directly against ERV.
- B ERV has delegated the management of the insurance policies to Swisscare Insurance Services (Switzerland) AG, Morgenstrasse 129, 3018 Bern, in Switzerland (hereinafter "Swisscare").





- Where nothing else has been stated within this contract or in writing, the contract is governed by the provisions of the Swiss Federal Act on Insurance Contracts SR 221.229.1 (Insurance Contract Act, ICA).
- D The insurance quote, the insurance policy, and the general insurance conditions (GIC) form the basis of the insurance contract.

#### Contact

# **Policy Management**

SWISSCARE Switzerland AG Insurance Broker FINMA Nr. 33060 Customer Care Unit Morgenstrasse 129 CH-3018 Bern Tel. +41 (0)58 523 00 40 Fax +41 (0)58 523 00 41

# www.swisscare.com

info@swisscare.com

Emergency 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)44 655 12 59

# **Claims Management**

ERV
Swisscare Claims Department
St. Alban-Anlage 56
P. O. Box
CH-4002 Basel
Tel. +41 (0)58 275 27 27
Fax +41 (0)58 275 27 30
swisscare-claims@erv.ch

## 1.3 Eligibility & territoriality

The insurance covers people who are temporarily staying in Switzerland for up to a maximum of 182 days (e.g., for touristic reasons).

With the exception of the country of residence, this insurance is valid in all of the countries of the Schengen area, excluding the risk area mentioned under art. 1.11 E.

#### 1.4 Insured person

The person stated on the insurance policy hereinafter referred to as "the insured," and who have not yet reached their 70th birthday.

# 1.5 Policyholder

The Policyholder is the natural or legal person who has concluded an insurance contract with Swisscare. The insurance is valid:

- a) if the Policyholder has their civil residence in Switzerland or Liechtenstein;
- b) if the Policyholder does not have their civil residence in Switzerland or Liechtenstein, provided that the insurance cover lasts four months at the most. In this case, the Policyholder must be in Switzerland or Liechtenstein when concluding the insurance policy.





#### 1.6 Insurance sum

The insurance sums and part sums stated in these general insurance conditions are the maximum sums payable by ERV for all insurance events and claims occurring during the period stated in the insurance policy. The maximum sum insured for the entire insurance period for all benefits is CHF 50'000.

# 1.7 Application and premium payment

The insurance must be applied for, and the premium paid no later than at the time of departure, or at the very latest within five days of arrival. This insurance policy is not renewed automatically. A new application is considered as a new insurance policy.

# 1.8 Currency & payment method

The currency used for the insurance is CHF. The payment methods for the insurance premium are bank transfer or credit card. The possible fees for bank transfer, credit cards, or currency conversion are at the Policyholder's expense. Cheques are not accepted by Swisscare.

# 1.9 Validity of the cover & insurance period

- A The insurance cover enters into force if Swisscare has accepted the application and informed the applicant on which terms the insurance will be issued, and the agreed premium has been paid to Swisscare on time.
- B The insurance cover is only valid if the insurance is concluded at the very latest within the fifth day following the arrival in Switzerland. If the insurance is concluded after arriving in Switzerland, the insurance cover begins immediately on the day which the insurance is concluded.
- C If the insurance is concluded before entering Switzerland, the insurance cover begins on the date of entry stated in the policy but not before the insured person's effective arrival in Switzerland.
- D The insurance coverage expires when the insured person returns to his home/place of residence (or when the policy expires, if that is earlier than the date of his return).
- E The period of the insurance cover is specified in the insurance policy. The maximum duration of the contract is 182 days

# 1.10 Emergency cover

A All benefits stated in the present insurance conditions and in the benefits overview are only covered in cases of emergency and / or medical emergency cases.

# 1.11 Cancellation of the insurance & refund of the premium

The insured has the right to cancel his insurance prior to the start date mentioned on the insurance policy. The premium can only be reimbursed if it can be proved that entry has not taken place (e.g., by a letter of refusal from the competent authority in Switzerland, medical certificate, or rejection of visa). To be eligible for a full refund, the cancellation request must be received prior to the start date mentioned on the insurance policy. Cancellation requests received by Swisscare after the effective date will be subject to the following conditions:





- a cancellation fee of CHF 50 will be charged,
- only insured without claims are eligible for a premium refund,
- After the start date, the policy cannot be canceled, and no refund can be claimed.
- The currency is CHF.

Refunding of the insurance premium will be done by Swisscare using the same payment method as originally used for the purchase. The possible fees for bank transfers or credit card payments are at the sole expense of the insured. No cheques are established by Swisscare.

For all claims and medical reimbursement methods, please refer to art. 1.12 D.

#### 1.12 Additional conditions

- A The statute of limitations for making a claim is two years (counted from the date of the claim event).
- B The person entitled to the payment may exclusively choose his Swiss place of residence or the domicile of ERV, Basel, as the place of jurisdiction.
- C Payments wrongly received from ERV must be returned within 30 days to the company, including any expenses incurred by ERV as a result.
- D The insurance contract shall be governed exclusively by Swiss law, in particular by the Swiss Federal Insurance Contract Act (VVG).
- For the purpose of assessing whether a journey to a country is or is not reasonable because of strikes, unrest, war, terrorist attacks, epidemics/pandemics, etc., the currently valid recommendations of the Swiss authorities shall as a matter of principle apply. In the first instance, these are the Federal Department of Foreign Affairs (FDFA) and the Federal Department of Public Health (FOPH).
- F Swisscare invoices are payable within 30 days. In the event of reminders and debt enforcement, Swisscare charges the following fees:
  - statutory reminder CHF 20,
  - initiating debt enforcement (plus official enforcement costs and court costs) CHF 50,
  - deletion of a debt enforcement CHF 80 (deletion will only be performed if all outstanding amounts have been settled).

ERV pays benefits in principle in CHF. Foreign currencies are converted at the exchange rate applicable on the day on which the insured person paid these costs.

# 1.13 Obligations in case of a claim

- A The insured person must take all steps before and after a claim which can help avert or mitigate the consequences and clarify the circumstances of events/claims.
- B The company approval is mandatory for the following types of claims:
  - repatriation, medical evacuation, medical escort,
  - transport between two hospitals or medical centers.

Exceptions are emergency transport by ground, air, or sea which is medically necessary and if no other reasonable transport can be arranged.

In cases of illness or accident, the insured/entitled person must release the physician who treated him from the duty of secrecy towards ERV.





- D All expenses for claims must be paid in advance before ERV will proceed to the reimbursement except:
  - admission to a hospital for inpatient treatments,
  - search and rescue.

For the two cases above, ERV must immediately be provided with the complete contact details of the hospital or authorities in order to establish a guarantee of payment.

ERV claims are only reimbursed to bank accounts. The insured is required to disclose a bank account with the necessary details to which ERV is to reimburse the claim on the claim form.

- E For all other claims, ERV must be notified immediately by submission of a completed and signed claim form accompanied by all necessary original documents, including the following:
  - detailed medical certificate or medical report,
  - practitioner prescription,
  - police or authority report,
  - payment receipt, bank receipts, etc.
  - original booking/invoice,
  - original receipt for various covered costs,
  - certificate of death or other equivalent confirmation (e.g., local authority or police report).
- F In case of culpable violation of the duties in connection with a claim, ERV has the right to reduce the compensation by the amount by which the compensation would have been reduced in case of conduct in accordance with such duties.
- G ERV will not make any payments if
  - false representations are made,
  - facts are concealed,
  - the obligations (e.g., report on the facts of the case and receipts) are omitted if ERV suffers any loss as a consequence.
- H When ERV pays the claim, the Policyholder shall automatically assign his claim resulting from the insurance contract as a lump sum to ERV.
- I ERV only provides insurance cover and may only be liable for damage claims or other benefits in so far as these are not in breach of any sanction or restriction per U.N. resolutions or in breach of any trade or economic sanctions imposed by Switzerland, the European Union or the United States of America.

# 1.14 Claims against third parties

- A If the insured has been compensated by a liable third party or his insurance, any reimbursement based on the present contract is voided. If ERV has intervened in place of the liable party, the insured party must assign his liability claims up to the amount of the expenditures to ERV.
- B In the case of multiple insurances (voluntary or compulsory insurance), ERV provides its benefits on a subsidiary basis, unless the Terms and Conditions of Insurance of the other Insurer likewise contain a subsidiary clause. In that case, the statutory provisions concerning double insurance (Art. 53 VVG/LCA) shall apply.
- C If the insured person has a claim based on another insurance policy (voluntary or compulsory insurance), the cover is limited to the part of the ERV benefits exceeding those of the other insurance agreement.





D Costs relating to claims will only be reimbursed once, even where there is more than one insurance policy with licensed companies.

# 1.15 Contact and emergency assistance

#### **Policy Management**

SWISSCARE Switzerland AG Insurance Broker FINMA Nr. 33060 Customer Care Unit Morgenstrasse 129 CH-3018 Bern Tel. +41 (0)58 523 00 40 Fax +41 (0)58 523 00 41 info@swisscare.com

#### **Claims Management**

ERV
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P. O. Box
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Fax +41 (0)58 275 27 30
swisscare-claims@erv.ch

# Emergency 24 / 7

www.swisscare.com

Out of office hours and only in cases of emergency, the Insured or his Representative can contact the following number: Tel. +41 (0)44 655 12 59

#### 1.16 General insurance exclusions

# Not insured are all claims, events, or treatments:

- A That have already occurred or that have manifested when the policy was concluded.
- B where the assessor (expert, doctor, etc.) is a direct beneficiary of or is related by birth or by marriage to the insured person;
- C which are attributable to a consequence of acts of war or terrorism;
- D in connection with abduction;
- E which are a consequence of directives/decrees made by a public authority;
- F which occur on the occasion of participation in
  - competitions, races, rallies or training with motor vehicles or boats,
  - competitions and training sessions in connection with professional sport or an extreme sport,
  - acts of daring (reckless actions), in which the person concerned knowingly exposes himself to a particularly great risk;
- G which occur whilst driving a motor vehicle or a boat without the legally required driver's license or in the absence of a legally required accompanying person;
- H which are caused by the deliberate or grossly negligent action or omission or are the result of the disregard of the common duty of care;
- I which occur under the influence of alcohol, drugs, narcotics, or pharmaceuticals;





- J which occur on the occasion of the wilful commitment or attempted commitment of crimes and misdemeanors;
- K which occur by participation in extreme sports;
- L in connection with suicide, self-mutilation, and the attempt to do so;
- M Which are caused by ionizing rays of any kind, in particular as a result of nuclear reactions.

#### **MEDICAL COVER**

# 2.1 Insured events

In cases of accident or illness, ERV provides compensation according to the valid regional health insurance tariff rates for outpatient treatment and/or hospitalization/inpatient treatment in a general hospital ward.

# 2.2 Hospitalisation/inpatient treatments

Hospitalisation and/or inpatient treatment in a general hospital ward are covered if medically necessary and prescribed and not excluded according to art. 2.7.

# 2.3 General practitioners/physicians/outpatient treatment

Medically necessary treatment measures by a doctor authorized to practice in the country in which the insured person is treated (attending physician).

# 2.4 Physiotherapist, chiropractor, acupuncturist, reflexologist

If medically necessary and prescribed, up to seven consultations with an authorized physiotherapist, chiropractor, acupuncturist, or reflexologist up to a maximum sum of CHF 2'000.

# 2.5 Medication

Medication prescribed by the attending physician.

# 2.6 Ambulance & transport

Transport by air, sea, or ground (ambulance, helicopter, ship, sled...) are covered up to a maximum insurance sum of CHF 5000 in the case of a serious injury, if medically necessary and if no other personal or public transport can be arranged.

Local transport by ambulance between hospitals must be prescribed by the attending physician or ERV's doctor.

Ambulance transport following failed, respectively, faulty treatment is covered for the transport to the nearest appropriate treatment facility. It is a condition that ERV's doctor, after contact with the attending physician, finds that such an ambulance transport is a necessary and responsible step.

# 2.7 Medical repatriation

Repatriation to your home or a hospital in your country of residence is covered. It is a condition that ERV's doctor, after contact with the attending physician, finds that such transport is a necessary and





responsible step. ERV decides, based on a medical assessment, whether the transport should take place by ambulance, ordinary means of transport, air ambulance, etc.,

The return of ordinary suitcases, clothing, toiletries, photographic equipment, etc. which had to be left abroad due to repatriation, is covered,

in the event of death, either the repatriation of the mortal remains to an undertaker/crematorium, including the costs of statutory measures, e.g., embalming and zinc coffin or expenses incidental to cremation, and/or the burial at the destination if so desired by your close relative(s), are covered. The coverage is limited to the corresponding costs of the repatriation of the mortal remains.

If, as a consequence of a medical emergency which is covered by the insurance, there has been an interruption of the planned itinerary or the return home is no longer possible as planned, and if no repatriation has taken place, the insurance covers additional costs for:

- traveling economy class to the destination where the insured should have been by this stage, according to the itinerary or return journey to the home country;
- accommodation at a hotel approved by ERV and meals totaling up to CHF 200 per day, however meals totaling a maximum of CHF 40 a day when it is deemed by the attending physician or by ERV's doctor that the insured can be treated as an outpatient rather than being hospitalized as an inpatient;
- accommodation at a hotel approved by ERV and meals totaling up to CHF 200 a day, however meals totaling a maximum of CHF 40 a day after the completion of treatment and until the insured can be repatriated, travel home, or catch up in relation to the itinerary;
- Moreover, the travel insurance covers additional costs in connection with the return journey of the insured's own children/stepchildren, under the age of 18 and traveling with the insured in the same transport class as their parents/travel companions (not air ambulance), if the parents and/or travel companions all travel home as a result of repatriation covered by the insurance.

# 2.8 General medical exclusions

# Not insured are:

- A pre-existing conditions, meaning all treatments in relation to illnesses and accidents that were known or prescribed prior to the start date of the insurance, including chronic diseases;
- B general check-ups, routine verifications, preventive medicine;
- C pregnancy, abortion, and birth, together with any complications, and the consequences of contraceptive or abortion measures;
- D treatment of patients diagnosed with AIDS, regardless of the reason for such treatment;
- E treatments or stays after returning to the country of residence;
- F stays at recreational centers or health resorts;
- G treatments and hospitalizations when it is deemed by ERV's doctor that treatment can wait until your return to your country of residence;
- H continued treatment and hospitalization if you refuse to be repatriated when repatriation has been decided by ERV's doctor;





- repatriation organized by yourself, which ERV would not have recommended, if ERV had arranged the repatriation;
- J if the recommendations of the attending physician and/or ERV's doctor are not followed;
- K replacing, renewing, or repairing artificial limbs, dentures, glasses, contact lenses, hearing aids, or other aids;
- L disorders of the teeth and jaw;
- M conditions of fatigue and exhaustion, nervous, mental, and psychosomatic disorders.

#### **TRAVEL COVER**

# 3.1 Curtailment

The insurance provides cover up to CHF 2'000 if the trip has to be cut short due to:

- a sudden medical emergency or injury affecting the spouse, cohabiting partner (must be
  registered at the same address as the insured), children, stepchildren, foster children,
  parents, stepparents, foster parents, siblings, stepbrothers, and stepsisters or foster brothers
  and foster sisters in the country of residence, if the attending physician and ERV's doctor
  expects that it will lead to hospitalization of at least five days;
- a life-threatening sudden medical emergency/deterioration of illness/injury or death affecting the spouse, cohabiting partner (must be registered at the same address as the insured), children, stepchildren, foster children, parents, stepparents, foster parents, siblings, stepbrothers, or stepsisters, foster brothers or foster sisters, grandchildren, grandparents, parents-in-law, sons/daughters-in-law, brothers/sisters-in-law, in the country of residence;
- Material changes in your private or business circumstances which for financial reasons require your immediate presence (e.g., extensive fire, flooding, or burglary).

The insurance covers additional travel expenses for economy class travel, incidental to the insured's return to the declared residence in the country of residence.

The travel insurance covers additional costs in connection with the return journey of the insured's own children/stepchildren/foster children under the age of 18 and traveling with the insured in the same transport class as their parents/travel companions (not air ambulance) if parents and/or travel companions all travel home as a result of repatriation covered by the insurance.

The insurance does not cover curtailment if the return home is less than 24 hours before the planned return time.

# 3.2 Tickets, passports, credit/debit cards

The travel insurance covers all types of theft, robbery, and damage to tickets, passports, and credit/debit cards up to a maximum insurance sum of CHF 500.

The travel insurance covers expenses incidental to obtaining new tickets, credit/cash cards, and passports. Expenses include necessary transport, charges, photos, etc., but no compensation for the time spent obtaining new tickets, etc.





# The insurance does not provide cover for:

- items which have been left behind, lost or misplaced;
- Theft of items not kept under effective surveillance. You must not leave items unattended, not even for short periods of time, if they are not stored in a locked room, which is not accessible to the public

#### 3.3 Search & rescue

Maximum insurance sum: CHF 10.000 for search and rescue.

# In the case of a search action, the insurance cover is provided if these three criteria are fulfilled:

- the missing person has been reported missing to the police or another public authority for at least 24 hours;
- the missing person has been seen within 120 hours (5 days);
- If the local authorities require that payment is made or a payment guarantee furnished before a search is launched.

The insurance covers all necessary costs of conducting a search for the missing person for up to 14 days and within a radius of 50 km of the place where the person was last seen.

# In case of a rescue action, the insurance covers if these two criteria are fulfilled:

- 1 the missing person's whereabouts have been determined and
- The local authorities require that payment is made or a payment guarantee furnished before a rescue operation is launched.

# A deductible of 10%, or at least CHF 500, applies to any claim under this cover.

The insurance does not cover search and rescue in connection with kidnapping or capture/hijacking, which would not have been incurred if ERV had arranged the search or rescue operation or if the public authorities cover such costs for uninsured persons.

If a search or rescue operation is required, ERV must be contacted. ERV works with the Federal Department of Foreign Affairs of Switzerland and its international network when cooperation is deemed appropriate for the operation.

# 3.4 Evacuation

#### The travel insurance provides cover up to CHF 20'000 in the event that:

- evacuation or returning home is recommended by the Federal Department of Foreign Affairs of Switzerland on the grounds of imminent danger of natural disasters, acts of terrorism, war or warlike conditions in the area in which the insured person is staying;
- evacuation is ordered by the local authorities or by the Federal Department of Foreign Affairs
  of Switzerland on the grounds of imminent danger of natural disasters in the area in which the
  insured person is staying;





- the Federal Office of Public Health in Switzerland advises against travel or recommends evacuation/returning home on the grounds of imminent danger of life-threatening epidemics/pandemics in the area in which the insured person is staying;
- The insured person is directly and personally exposed to an act of terrorism.

The insurance covers expenses incidental to the evaluation and/or additional expenses involved in traveling back to the country of residence. You must travel at the earliest possible opportunity. Moreover, ERV offers advice, guidance, and planning assistance in connection with an evacuation. In some cases, ERV may be able to offer only limited assistance, e.g., in war zones.

# The insurance does not provide cover:

- if entering the area after the local authorities, the Federal Department of Foreign Affairs of Switzerland or the Federal Office of Public Health in Switzerland have advised against it or recommended returning home/evacuation;
- In connection with a risk of life-threatening epidemics/pandemics against which there is a known vaccine.

#### 3.5 Medical escort

The insurance provides cover when the insured suffers a sudden medical emergency or injury which the attending physician and ERV's doctor expect to lead to hospitalization for at least seven days, when the insured suffers a life-threatening illness/accident, or when the insured requires repatriation. In the case of the repatriation of mortal remains, the medical escort is not covered.

The insurance covers the necessary expenses incurred by the escorting person traveling from their residence to where the insured is located and back, for economy class travel. The travel insurance does not cover medical escort if the insured person requires repatriation within three days of the escorting person leaving their residence.

The insurance covers the necessary additional expenses incurred by the escort returning to his or her home or catching up with an itinerary, for economy class travel, once escorting is no longer required either due to the discharge of the injured person from the hospital at the destination or due to the return of the injured person to his or her home/a hospital in the country of residence.

The insurance covers travel expenses in economy class, however not air ambulance costs, in cases where the insured must be transported to a suitable treatment center or require repatriation.

The insurance covers additional expenses for staying in a hotel approved by ERV up to a maximum of CHF 200 per day per person, meals, and local transport up to a maximum of CHF 40 per day per person.

#### **GLOSSARY**

#### 4.1 Definitions

For the purpose of this insurance, the following terms are defined as follows:

#### Abroad

Abroad is deemed to be any country except the one in which the insured has permanent residence.





#### Accident

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

# Country of residence

The country of residence is the country where the insured person has their place of residence according to civil law or habitual abode, or last had their place of residence according to civil law or habitual abode before the commencement of the insured stay.

#### Curtailment

If the insured has to definitively cut short the journey without returning back to the place of the journey.

# **Emergency**

Is an unforeseen or sudden occurrence, esp. of a danger demanding immediate remedy or action

#### **Epidemic**

An epidemic is an infectious disease occurring at above-average levels and limited in time and space (e.g., influenza).

#### Extreme sport

The practice of unusual sporting disciplines, in which the person concerned is exposed to great physical and psychological stress (e.g., Ironman Hawaii distance, base jumping, extreme skiing, or hiking...).

#### Gross nealigence

Gross negligence is committed when there is a gross deviation from a reasonable standard of care.

#### Illness

Illness means any impairment of the physical, mental, or psychological health, which is not a consequence of an accident and requires a medical examination or treatment or results in incapacitation to work.

#### Insured person

The insured person is the person named in the insurance policy.

#### Medical emergency

A medical emergency is an injury or illness that is acute and poses an immediate risk to a person's life or long term health.

# **Pandemic**

A pandemic is the transnational, global spread of an epidemic.

# Robbery

Theft that is accompanied by threats or violence.

#### <u>Terrorism</u>

The term terrorism means any act of violence or threat of violence to attain political, religious, ethnic, ideological, or similar ends. The act of violence or threat of violence is liable to spread fear or terror among the population or parts of it or to influence a government or state institutions.





# **BENEFITS LIST**

# 5.1 Benefits list

Benefits	STANDARD	COMFORT
Currency	CHF	CHF
Maximum cover per person per trip	50'000	50'000
Deductible Medical Coverage	0	0
Maximum days	182	182
Duration of the contract	1-182 days	1-182 days
Territoriality	Schengen Area	Schengen Area
Home/Residence country	Not covered	Not covered
Emergency treatments	Yes	Yes
Hospitalisation / In-patient treatments	50'000	50'000
General practitioners / physicians / out-patient treatments	50'000	50'000
Physiotherapist, chiropractor, acupuncturist, reflexologist	2'000	2'000
Prescription medicine	50'000	50'000
Ambulance & transport	5'000	5'000
Medical repatriation	50'000	50'000
Curtailment	not covered	2'000
Tickets, passports, credit/debit cards	not covered	500
Search & Rescue	not covered	10'000
Search & Rescue Deductible	not covered	10% min. CHF 500
Evacuation	20'000	20'000
Medical escort	not covered	Yes
Assistance 24 / 7	worldwide	worldwide





# DATA PROTECTION SWISSCARE SWITZERLAND LTD.

#### 6.1 Data protection policy

In accordance with art. 13 General Data Protection Regulation (GDPR), we are informing you about how your personal data will be processed within the scope of our services.

#### Swisscare Switzerland AG

Swisscare is the insurance broker and the customer service of your insurance product. Our registered representation in the EU/EFTA in accordance with Art. 27 GDPR is as follows:

Swisscare Switzerland AG

Morgenstrasse 129

3018 Bern

The data protection officer can be contacted via the above-mentioned address with the addition to the Data Protection Officer" or via e-mail at dpo@swisscare.com

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

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

When you submit an insurance application, we require certain information in order to be able to conclude a contract with you. If you decide to conclude an insurance contract with us, we process data in order to conclude and maintain the contractual relationship, for example invoicing purposes or to check your eligibility.

We are unable to conclude a contractual relationship with you without this personal data. For this reason, the information we require is based on art. 6 para. 1 letter b (necessary for the performance of a contract) and c (compliance with a legal obligation), for example, due to tax law regulations, social security and health insurance law regulations, corporate regulations, and compliance obligations. Due to these regulations and statutory retention periods, we are unable to delete certain personal data until these statutory retention periods have passed.

Data we process due to Art. 6 para. 1 letter f (legitimate interest) is due to the following:

- I.T. Security and Operations
- Insurance Fraud Prevention
- Marketing of our own insurance products and services
- Health-related data

Swisscare does not process any health-related data in relation to claims. The sole responsibility lies with the Insurer, in this case, ERV. If we receive health-related data, we inform the sender and delete it subsequently and irreversibly.

# Third parties who receive your data

Your data will be communicated to the Insurer (ERV) in Switzerland based on the contract you have concluded. We may disclose your data to governing authorities concerning your insurance validity and concerning exemption from mandatory health insurance, as well as to other insurers and reinsurers. We may also have to give access to third-party providers of our I.T. Services in order to





maintain I.T. Security and Operations, who may be accessing our data from the EU/EFTA area or from a third country.

It is possible that we will also have to communicate your personal data to governing authorities for the fulfillment of statutory duties of notifications (finance authorities, criminal investigation agencies).

#### Data retention

We will store your personal data until the statute of limitations for claims against our company has ended (retention period is between 5 and 30 years), and if we have a legal obligation to do so (for example based on the Swiss Insurance Contract Act, Swiss Code of Obligations).

# **Rights**

You have the right to information about the personal data stored with us, the right to demand the correction of personal data, the right of deletion within the frame of our legal obligations, the right to object to the processing, the to restrict processing and the right to data portability.

You have the right to object to the processing of your data for marketing purposes. We enable our customers to unsubscribe from our newsletter independently. If we process your data in order to protect legitimate interests, you have the possibility to object to this based on your particular situation.

Should you have objections concerning the processing of your personal data, please contact our Data Protection Officer.

