

## Special Terms and Conditions for «Academic Care» Health Insurance

EE

EEGA01-E8 – Edition: 01 Jan 2019

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These provisions are subject to the General Terms and Conditions for Supplemental Health and Accident Insurance (CGC), whose edition is specified in the insurance policy.

### Art. 1 Purpose of insurance

The purpose of this insurance is to offer to schoolchildren, students and interns from abroad, who are training or studying, basic illness, accident and maternity healthcare benefits equivalent to compulsory benefits under the Federal Law on Health Insurance (LAMal/KVG).

Other insurance coverage supplements the aforesaid benefits (see Articles 3(2), 3(3) and 3(4) of these Special Terms and Conditions of Insurance).

### Art. 2 Acceptance conditions

- Residents under age 40 who come from abroad and are staying in Switzerland for training or advanced training may apply for Academic Care coverage provided they are not subject to compulsory healthcare coverage in Switzerland pursuant to LAMal/KVG.
- Within a group insurance plan, the circle of insured persons is defined by the framework agreement signed by the school and the Insurer.

### Art. 3 Insured benefits

#### 1. General healthcare, accident and maternity benefits

- Benefits are in accordance with the LAMal/KVG and its implementing ordinances, and the Ordinance on Health Insurance Benefits (OPAS/KLV) in particular.
- Deviating from Articles 20(1) and 20(3) of the General Terms and Conditions of Insurance (CGC), Academic Care insurance does not supplement but substitutes compulsory health insurance benefits.
- Deviating from Articles 7, 8, 11, 18 and 19 of the General Terms and Conditions, the Insurer guarantees an insurance coverage equivalent to that of the compulsory health insurance. To do so, it also deviates from the penalties set out in Article 31, chapters 2, 3 and 4 of the General Terms and Conditions.

#### 2. Groupe Mutuel Assistance

The benefits specified in the general terms and conditions of Groupe Mutuel Assistance, category AG (repatriation to Switzerland and transport), are reimbursed if the insured event occurs more than 20 km from the insured's place of residence in Switzerland.

#### 3. Legal protection insurance for patients

- The benefits specified in the general and special terms and conditions of Legis<sup>sana</sup>, category LG, insurance (covering claims for damages and interest in case of disputes with the medical profession for errors in diagnosis or treatment).
- Disputes subject to the jurisdiction of Swiss courts are covered provided Swiss law is applicable.

#### 4. Lump-sum capital in case of accidental death

- If an insured dies as a result of an insured accident which occurred in Switzerland, a lump-sum death benefit of CHF 10,000 is paid.
- The beneficiaries are:
  - the surviving spouse; failing him/her
  - the parents, in equal shares; failing them
  - brothers and sisters, in equal shares.
- Failing any of the aforementioned survivors, the Insurer shall only pay the portion of the burial costs which are not covered by any other insurer up to a maximum of CHF 10,000.
- Article 131 of the ordinance regulating private insurance companies (OS/AVO) remains reserved.

### Art. 4 Scope and duration of benefits

- Insureds are free to choose any recognised service provider, within the meaning of LAMal/KVG, qualified to provide the necessary healthcare for illness, accident and pregnancy and childbirth in Switzerland.
- In the case of inpatient treatment, the Insurer shall cover the full costs of hospital treatment in the general ward of

a hospital facility recognised under the Federal Law on Health Insurance (LAMal/KVG). To do so, the Insurer deviates from Article 24 of the General Terms and Conditions.

3. The insured benefits must be effective, appropriate and economical within the meaning of Articles 32(1) and 56 LAMal/KVG.
4. The Insurer's obligation to grant benefits expires entirely at the end of the contract. This also applies to ongoing insurance cases, the treatment date being decisive in each case.

## **Art. 5 Territorial validity**

1. The insurance is valid in Switzerland.
2. For trips or stays abroad, the Insurer will cover the cost of emergency treatment abroad up to double the cost the insured would have paid for the same treatment in his canton of residence.
3. An emergency is when the insured needs medical treatment during a temporary stay abroad and a return to Switzerland would be inappropriate.
4. If an insured falls sick or has an accident in Switzerland and seeks medical treatment in another country, the cost of such treatment will only be reimbursed if the attending doctor or medical establishment submits an application to the Insurer in advance and the Insurer accepts it. The same applies for childbirth abroad. Voluntary treatment abroad will not be reimbursed.
5. The general and special terms and conditions of «Groupe Mutuel Assistance», «Lump-sum capital in case of accidental death» and «Legal protection for patients» contain specific provisions.

## **Art. 6 Start and end of insurance coverage**

1. Coverage commences on the effective date indicated on the insurance policy, but not before the day of the insured's arrival in Switzerland.
2. After one year's coverage, the policyholder may terminate the insurance for the end of a calendar year with three months' advance notice. The policyholder must send a hand-signed notice of termination by registered mail.
3. Coverage ceases automatically at the end of the month in which the insured:
  - ends his training, or
  - returns permanently to his home country, or
  - transfers his usual place of residence abroad, or
  - becomes subject to compulsory health insurance in Switzerland in accordance with LAMal/KVG, or
  - no longer satisfies the conditions for exemption of coverage according to the Ordinance on Health Insurance (OAMal/KVV).
4. In the case of a group insurance plan, coverage expires automatically at the end of the month during which the insured departs from the circle of insured persons defined by the framework agreement.
5. Coverage expires in any event at the end of the year coinciding with the insured's 40<sup>th</sup> birthday.

## **Art. 7 Premiums**

1. The insured person who reaches the maximum level of his

age category during the years is automatically transferred to the higher class at the beginning of the following calendar year.

- from 0 to 18 years;
  - from 19 to 25 years
  - from age 26.
2. The amount of the monthly premium premium is specified in the insurance policy.
  3. In addition to Art. 29 of the CGC, the insurer may adjust the premium rate at any time in the event of a change in the terms and conditions or scope of coverage of the LAMal/KVG benefits.
  4. The insurer shall notify the insured person in writing of the adjustment. An insured person who does not agree with the adjustment may terminate the relevant contract with effect from the date of the change. If the insurer does not receive a termination request within 30 days, the new premium rate will be considered as accepted.

## **Art. 8 Deductible**

1. For the benefits referred to in Article 3.1, insureds have the following options:
  - without an annual deductible;
  - annual deductible of CHF 100;
  - annual deductible of CHF 500.
2. The annual deductible is indicated on the insurance policy.
3. No co-insurance is due on costs in excess of the deductible.

## **Art. 9 Entitlement to benefits**

1. The insured is entitled to benefits from the effective date of the insurance policy.
2. Benefits are imputed chronologically by treatment date.

## **Art. 10 Obligations in case of a loss**

1. When claiming benefits, the insured shall remit to the Insurer all requisite medical certificates, records, documents and invoices from all the relevant healthcare providers. Only original invoices will be accepted.
2. Before he is hospitalised, the insured shall verify that the hospital, ward or clinic where he is to be treated is an establishment recognised by the law on health insurance.

## **Art. 11 Insurance term**

Deviating from Article 12 of the General Terms and Conditions, the term of insurance is from 1 September to 31 August of the following year.

## **Art. 12 Governing law and jurisdiction**

1. This contract is exclusively governed by Swiss law and by the Federal Law of 2 April 1908 on Insurance Contracts (LCA/VVG) in particular.
2. The obligations arising from the insurance contract shall be performed in Switzerland and in Swiss francs.
3. Jurisdiction is at the Insurer's registered office.