



## Supplementary insurance

General terms and conditions of insurance (GTC)

tourist subito

2022 edition



# General terms and conditions of insurance (GTC) tourist subito under the Federal Insurance Contract Act (ICA)

2022 edition

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# tourist subito

## 1 Basics

### 1.1 Insurance provider

The insurance provider is Sympany Versicherungen AG (hereinafter referred to as the insurer).

### 1.2 Insured person

The insured person is the person specified in the insurance policy. The policyholder is the contracting party receiving insurance cover for himself/herself and/or for other people by concluding the insurance contract. Where reference is made to the insured person in these General terms and conditions of insurance (GTC), this should also be understood as a reference to the policyholder.

### 1.3 Purpose of the insurance

The insurance pays contributions towards costs which are not otherwise covered for emergency treatment in the event of illness, accident and premature birth during holiday or business travel or a stay away from home. It also provides benefits for transport, search, rescue and repatriation costs and service benefits. *tourist subito* is a type of indemnity insurance. In the event of entitlement to the benefit, the insurer will pay the insured person the due benefit costs, taking into account any excesses, limits and/or other contractually agreed maximum amounts.

### 1.4 Law on insurance contracts

Save where otherwise stipulated in these contractual terms and conditions, the provisions of the Federal Law on the Insurance Contract of 2 April 1908 shall apply.

## 2 Purchase, start and duration

### 2.1 Insured persons

#### 2.1.1 Persons who may be covered

The insurance contract is open to all persons who have a health care insurance in Switzerland, without limitation as to age.

#### 2.1.2 Individuals

The insured person is the person listed upon sign-up

#### 2.1.3 Families

The insurance covers the insured person named in the application, as well as his/her spouse/life partner and his/her children up to the age of 25 living in the same household as the insured person.

### 2.2 Purchase of the insurance

#### a) Purchase via payment slip

The insurance is purchased by completing the payment slip correctly and in full and by paying the full premium for the desired insurance cover by means of a postal giro or bank transfer. The payment slip constitutes the policy. The receipt must be kept by the insured persons.

#### b) Conclusion of the contract carried out digitally

The insurance contract is concluded digitally, by correctly filling in the fields on the *tourist subito* web page and by paying the premium for the desired insurance cover in full. The confirma-

tion of conclusion is automatically triggered by the online payment and is sent by e-mail. The e-mail constitutes the policy.

### 2.3 Start of the insurance

Upon successful purchase of the insurance, the insurance cover shall commence on the date indicated upon sign-up.

- a) In the case that the contract is concluded by payment slip, at the earliest on the date of the postmark or the date of the bank credit note to the insurer. If the insurance start date is not indicated on the payment slip, the date of the postmark or the date of the bank credit note shall be deemed to be the date on which the insurance cover starts,
- b) In the case that the contract is concluded online, the insurance can be taken out from the day the application was made at the earliest.

### 2.4 Duration of the insurance

The insurance can be taken out for the period stated in the tariff, subject to a maximum of 365 days. The duration of the insurance and the desired scope are to be indicated upon sign-up and must correspond to the amount paid in. If the premium paid does not correspond to the requested scope of insurance, in the event of a claim the duration of the insurance shall be shortened in proportion to the difference between the stipulated premium and the amount actually paid in. The insurance start date remains the date stated by the policyholder upon sign-up.

## 3 Benefits

### 3.1 Scope of benefits

#### 3.1.1 Geographical scope of benefits

The insurance applies to emergency treatment outside the canton of residence in Switzerland and in other countries worldwide.

#### 3.1.2 Time limit for benefits

The benefits are provided only during the period for which repatriation is not possible for medical reasons. The obligation to provide benefits in respect of illnesses and accidents which occurred during the period of insurance lapses in all cases no later than 91 days after the expiry date of the insurance.

### 3.2 Condition for the provision of benefits

Benefits are only paid if the treatment is appropriate and necessary for medical reasons and is provided by persons who have the necessary authorisation to do so.

### 3.3 Costs of medical treatment

The insurance pays benefits to cover treatment costs for such outpatient or inpatient treatment as may be necessary in an emergency, on a subsidiary basis to the compulsory health care insurance scheme under KVG, accident insurance under UVG and any supplementary insurance policies taken out with the Insurance. Illness, accident and premature birth are all covered at the habitual local or contractually agreed rates. The birth is deemed to be premature if it occurs unexpectedly and more than six weeks before the medically attested birth date. The statutory cost contribution applicable in Switzerland is not insured.

### 3.4 Transport costs, search, rescue and repatriation

If an insured person falls seriously ill, suffers a serious accident or dies, the insurer – based on a medical finding – provides the following benefits organised by the Sympany 24-hour emergency helpline and pays the costs of:

- a) medically necessary rescue actions and emergency transport by an appropriate means of transport to the nearest suitable place of treatment;
- b) search actions which are undertaken with a view to the rescue or recovery of the insured person and rescue actions up to a total cost of CHF 20,000 per insured person;
- c) in the event of medical necessity, return transport of the insured person who falls ill or suffers an accident to a suitable hospital in the canton of residence for hospital treatment;
- d) return transport of a deceased person to the previous place of residence in Switzerland.

### 3.5 Travel to visit and additional travel costs

#### 3.5.1 Travel to visit

If an insured person falls seriously ill or suffers a serious accident abroad and must be admitted to hospital for more than 7 days, the insurer organises and pays for travel for a person close to the insured person to visit the latter in hospital (first class rail, economy class air).

#### 3.5.2 Special return travel

If an insured person has to be transported back in a medical emergency from abroad to a suitable hospital in the canton of residence for treatment as an inpatient, the Sympany 24-hour emergency helpline organises special return travel for members of family who are insured or for a person close to the victim. The additional costs incurred are covered. If an insured person falls ill or suffers an accident and is unable to begin the planned return journey because of the stay in hospital, the Sympany 24-hour emergency helpline will organise the special return journey for the insured person, for insured members of family travelling with him or her or for a person close to him or her. The additional costs incurred will be covered.

### 3.6 Cover sums

The following variants are available:

#### 3.6.1 tourist subito 50/100

The cover sum for all benefits amounts to a total of CHF 50,000 per insured person, subject to a maximum of CHF 100,000 per insured family.

#### 3.6.2 tourist subito 250/500

The cover sum for all benefits amounts to a total of CHF 250,000 per insured person, subject to a maximum of CHF 500,000 per insured family.

### 3.7 Service benefits

#### 3.7.1 Costs advanced to a hospital

If an insured person has to be hospitalised abroad, the insurer will, if necessary, pay an advance of up to CHF 20,000 towards the hospital costs. If a part of the sum paid in advance is not covered by the existing insurance, it will be billed to the insured person. The amount claimed in this way must be refunded within 30 days.

#### 3.7.2 Informing persons at home

If the Sympany 24-hour emergency helpline organises measures, it notifies members of family of the insured person of the circumstances and the action taken.

#### 3.7.3 Arranging hospital and medical contacts abroad

If necessary, the Sympany 24-hour emergency helpline shall arrange for the insured person to visit a doctor's surgery or a hospital in the vicinity of where he/she is staying. Should issues affecting communication arise, the 24-hour emergency helpline shall provide interpreting assistance.

#### 3.7.4 Medical advice from doctors

If an insured person requires medical assistance while travelling and this cannot be provided where he/she is staying, the doctors at the Sympany 24-hour emergency helpline shall provide medical advice. This consultation is intended to offer advice only and should in no way be considered a diagnosis.

### 3.8 Limitations of benefit

#### 3.8.1 Exclusion of benefit

No entitlement to insurance benefit exists:

- a) for illnesses and consequences of accidents in respect of which medical treatment was not completed one year before the insurance was taken out;
- b) if the insured person travelled abroad for the purpose of treatment, care or childbirth;
- c) for illnesses and sequels of accidents which were excluded from cover under a health or accident insurance existing for the insured person;
- d) if the Sympany 24-hour emergency helpline has not given prior approval for search operations, repatriation, trips by family members for visits or special return journeys. However, benefit reductions shall not be applied to situations in which the insured person is not at fault or where the insured person can prove that the breach of contract in no way precipitated the event or affected the scope of benefits covered by the insurer;
- e) if the insured person is involved in acts of war, unrest and similar events and during non-domestic military service;
- f) in the case of illness and accident as a consequence of warlike events which broke out more than 14 days previously;
- g) in the case of illness and accident consequent upon active participation in punishable actions, fights and other acts of violence;
- h) if the illness or accident was caused by gross negligence, in particular by the misuse of alcoholic beverages, pharmaceutical substances or other drugs;
- i) in the case of health damage caused by a hazardous venture, i.e. if the insured person exposes him- or herself to a risk without taking or being able to take precautionary measures which may reduce the risk to a reasonable extent. Actions taken to rescue other persons are excluded. In particular, the practice of high-risk sports shall be considered a risk within the meaning of this provision. Other activities with comparable risk shall also be deemed to be risky. The insurer shall maintain a list of all sports considered to be dangerous. The list is not exhaustive and can be accessed by the insured person at any time;
- j) if the health damage was caused deliberately, including as a consequence of suicide, attempted suicide or self-inflicted injury. If the emergency transport for repatriation is ren-

dered impossible by strike, unrest, major industrial damage, radioactivity, natural disasters, epidemic illnesses, force majeure or other similar causes, its organisation and implementation cannot be demanded.

### 3.8.2 Restriction of benefits

If bills are manifestly exaggerated, the insurer may reduce the benefits provided accordingly or make payment conditional upon an assignment of the claim to a reduction.

### 3 Time-barring

The insured person's entitlement to benefits from the insurer expires within five years after the occurrence of the circumstance that gave rise to the insurer's liability to pay benefits.

For contracts concluded after 1 January 2022, a limitation period of five years applies with respect to the liabilities of the insured person. For contracts concluded before 1 January 2022, a limitation period of two years applies with respect to the liabilities of the insured person.

## 4 Cost share

No cost share is charged on tourist subito benefits.

## 5 Obligations in the event of a claim

### 5.1 Informing the 24 h emergency helpline Sympany

In the event of sudden illness, accident and premature birth at home or abroad which necessitate hospitalisation or assistance measures, the Sympany 24-hour emergency helpline must in all cases be notified without delay.

### 5.2 Release from the obligation of discretion

The insured person releases the treating physicians and other medical personnel and insurers from the obligation of secrecy in relation to Sympany 24-hour emergency helpline or to the insurer.

### 5.3 Making the claim

The insured person must submit his/her claim to the insurer immediately, providing all relevant information together with the necessary medical and administrative particulars. Only detailed original bills are accepted. If the details given on the bill are inadequate and if supplementary information is not made available on request the benefits will be determined at the insurer's discretion.

### 5.4 Imputation of rail or air tickets

The claimant must forward unused rail or air tickets to the insurer without being called upon to do so. Where tickets which cannot be used have been sold or reimbursed by third parties, the compensation received will be imputed against the insurance benefits. In the event of failure to comply with this obligation, the insurer may claim back an amount determined at the insurer's discretion from the insured person or offset this amount against the entitlement to benefit.

## 6 Benefits provided by third parties

### 6.1 In general

If a third party is liable by law, or by reason of culpable action, for the notified case of illness or accident, the insurer is under no liability to provide benefits or shall do so at most for the part which is not otherwise covered.

### 6.2 Multiple insurance

Where several insurers are required to provide benefits, a calculation is made to determine how much each insurer would have been required to pay if sole responsibility had been vested in that insurer. This shall apply even if the obligation of the other insurers to provide benefits is only subsidiary. The compensation payable under these GTC is limited to that part of the overall insured sum which is equivalent to such cover.

### 6.3 Waiver of benefits

Where insured persons waive in whole or in part benefits from third parties without the consent of the insurer, the obligation to provide benefits pursuant to these GTC shall lapse. The capitalisation of a claim to benefit shall likewise be regarded as a waiver.

### 6.4 Social insurance

No benefits which are charged to social insurance schemes (KV, UV, IV, MV, AHV, AVI, etc.) are payable. The benefit claim must be notified to the appropriate social insurance. If an insured person does not have a valid compulsory health care insurance under KVG, benefits will be provided by the insurer as though such cover had existed.

### 6.5 Existing insurance policies

Other supplementary insurance policies shall take priority over benefits under tourist subito.

### 6.6 Advance benefits and redress

Advance benefits in relation to third parties other than the social insurance schemes may be provided. A condition is that the insured person must have unsuccessfully taken all reasonable steps to enforce his or her claims and that he or she assigns claims on third parties to the insurer in the amount of the benefits provided.

### 6.7 Over-insurance

The insured persons must not make any profit on the benefits provided under these GTC, having regard to the benefits provided by third parties. In the event of over-insurance, the benefits will be reduced accordingly.

## 7 Place of jurisdiction

In the event of disputes arising from this insurance, the complainant may choose to bring the matter before the court at their place of residence in Switzerland or at the registered office of the insurer.

## 8 Data protection

Data about insured persons is processed in accordance with applicable data protection law, particularly in accordance with the applicable provisions of the Federal Data Protection Act (FADP). In the course of this, Sympany Versicherungen AG treats the category of data requiring special protection, e.g. health data, in accordance with the aforementioned Federal Data Protection Act. If data processing is entrusted to a third party, the insurer shall ensure that data is processed only as it would be by itself. The insurer only collects and processes data required for the purpose of processing the insurance contract as per the Federal Law on Insurance Contracts (ICA) (e.g. personal details, health information, verification of information

provided in the application, debt collection, claim processing). The insurer treats the information obtained as completely confidential.

The insurer forwards data to third parties only if the disclosure is directly related to the implementation of the contract. In other cases, the insurer provides information only with the consent of the insured person.

The insurer shall store the data carefully and take appropriate technical and organisational measures to prevent unauthorised access to the data. Detailed information on data protection can be found online at [www.sympany.ch/data-protection](http://www.sympany.ch/data-protection)

## 9 Technicalities

The German version of these GTC is the original version. The French, Italian, and English versions are translations. In case of any discrepancies regarding their content, the German version is authoritative.

