sumiswalder
ihr partner für gesundheit

General Terms and Conditions of Insurance (GTC) for

Supplementary insurance under the IPA

Art. 1 Relation to insurance under the HIA

The following General Terms and Conditions of Insurance (GTC) and Supplementary Terms and Conditions as per the Insurance Policies Act (IPA) only govern the area of supplementary insurance, i.e. those insurance benefits not provided under compulsory health insurance or voluntary daily allowance insurance under the Health Insurance Act (HIA).

Separate provisions apply to brokered insurance ((Dental) dental insurance, holiday and travel insurance, UTI, KTI).

Art. 2 Insurance overview

The contract can cover the following insurance types as per the IPA:

a. Supplementary health insurance
b. Combined/Combined+
c. Complementary
d. Brokered dental insurance (dental)
e. Brokered lump-sum benefits in the event of death or disability due to an accident
f. Brokered lump-sum benefits in the event of death or disability due to illness
g. Brokered holiday and travel insurance
h. Brokered patient legal protection insurance
i. Brokered health legal protection insurance

Your policy lists which insurance policies you have taken out as the insured party.

Sumiswalder can broker other insurance policies.

Art. 3 Insured persons and benefits

The persons listed on the policy are insured.

The benefits of the insurance policy taken out in each instance are based on the relevant supplementary terms and conditions, which form an integral part of the contract.

Art. 4 Inception and end of the insurance

The contract shall apply as soon as Sumiswalder has issued the policy or has declared its acceptance of the application, but at the earliest on the agreed day specified in the policy. The insurance cover is also based on the terms and conditions for the individual insurance policies.

The contract is extended by tacit agreement by one year on the expiry date and after each subsequent insurance year.

The individual insurance expires:

a. upon the death of the insured person;
b. through your termination, subject to a notice period of three months to the expiry date and end of the following calendar year;
c. with termination by you in the event of a claim upon receipt of the termination by Sumiswalder;
d. as soon as the insured person is no longer subject to compulsory insurance under the HIA;
e. if the insurer withdraws from the contract;
f. the contract may be terminated for good cause at any time in writing or in any other form that allows evidence to be provided by text.

Art. 5 Who can take out insurance?

Any person resident in Sumiswalder's operational area who is subject to compulsory insurance as per the HIA, may submit an application to conclude an insurance contract.

The maximum age for concluding an insurance contract is 60, unless stipulated otherwise in the terms and conditions of the insurance in question.

Art. 6 Geographical scope

Sumiswalder Health Insurance operates in the cantons of BE, LU, SO, AG, FR, ZH, BL, BS, SH, AR, AI, SG, GR, TG, VS, UR, SZ, OW, NW, GL, ZG.

If an insurance policy does not explicitly promise further cover, only those benefits that are provided by a service provider recognised under the Health Insurance Act (HIA) within the Sumiswalder operational area shall count as insured. The insured benefits are based on the terms and conditions set out in the supplementary terms and conditions for the individual insurance policies.

Sumiswalder must be notified immediately in writing of any change of residence.

Art. 7 Premium payment/late payment

Your insurance premium is due on the day stated on your premium invoice.

If the insured party fails to meet their obligation to pay premiums, Sumiswalder shall request that the insured party pay the outstanding amounts, stating the consequences of default. If payment is not made despite a reminder, Sumiswalder's obligation to pay benefits shall be suspended 14 days after expiry of the reminder period.

Art. 8 Changes to premiums, deductibles or retention provisions

If the premiums, deductibles or retention provisions of the tariff are changed, we can adjust your insurance accordingly. The rates for deductibles and retentions are also set out in the supplementary terms and conditions for the individual insurance policies.

The premium rates and the amount of the cost contribution can be adjusted in line with cost development and claims experience.

We will notify you in writing of any changes to premiums, deductibles or retention provisions. If you do not agree with the new regulation, you may cancel the insurance policies concerned as of the date the change comes into effect. If we do not receive notice of cancellation from you within 30 days, we shall consider this as your consent to the revised insurance policy. After reaching the age of 18, children leave the family policy. The premiums are adjusted to the adult tariff as of 1 January after the insured person reaches the age of 18.

However, as long as the children are single and in education and continue to live in the same household, they may remain under the family policy until they reach the age of 25.

The amount of the premium is set according to risk, such as the age of the insured person. Age differentiation is as follows: Children 0-18, young adults 19-25 and adults 26-30, 31-35, 36-45, 46-55, 56-60, 61-70, 71-80, and from the age of 81 onwards. When differentiating by age, the premium can be multiplied between the first level for adults (age 26-30) and the last level for adults (age 81 and over). The current values can be found in the policy or the tariff sheet available from Sumiswalder.

Premium changes due to a change of risk group occur automatically. The insurance in question can be cancelled within 30 days of notification of the new premium.

Art. 9 Cancellation and amendment of insurance policies

You can cancel the individual insurance policies as follows:

subject to a notice period of three months to the expiry date and to the end of each subsequent insurance year. At this juncture, the insurance policies concerned expire, irrespective of whether an insured person is ill after the end of the insurance policy or suffers from the consequences of an accident suffered during the period of insurance cover, subject to periodic benefit obligations pursuant to Art. 35c IPA.

After each claim event for which Sumiswalder has provided benefits, the insured person may withdraw from the relevant insurance within 14 days of the payment or of the assumption of benefits by Sumiswalder, in writing or in another form which enables evidence to be provided in text form. The premium is due until the end of the calendar month.

Sumiswalder has no right of termination upon expiry of the contract and in the event of a claim.

Sumiswalder reserves the right to terminate the contract in the event of a breach of the duty of disclosure, insurance fraud or attempted fraud.

Art. 10 Entitlement to reimbursement of premiums

If the premiums have been paid in advance for a certain period and if the policy is terminated before the end of this period for a legal or contractual reason, Sumiswalder shall refund the premium for the insurance period that has not expired.

This provision does not apply if the contract was in force for less than one year at the time of expiry and the insured party initiated the termination;

Art. 11 Service providers and duty of confidentiality

Treatment by service providers is insured if they are recognised under the HIA. The benefits of other persons or institutions are insured insofar as this is provided for in the individual insurance products.

The insured person must release these service providers involved or having been involved in treatment from their duty of confidentiality vis-à-vis Sumiswalder.

Art. 12 Obligation to cooperate and notify

The insured person or their legal representative must provide all necessary information and also keep available the documents required to clarify the health disorder and determine the insurance benefits, in particular medical reports, expert opinions, X-rays and receipts for services rendered by third parties. They must authorise third parties to issue such documents and provide information.

The insured person must undergo further investigation measures ordered by Sumiswalder, in particular reasonable medical examinations used to diagnose and determine benefits. Medical measures that pose a risk to the life and health of the insured person are unreasonable. Sumiswalder may obtain expert opinions from medical professionals and other specialists at its own expense, in particular regarding the state of health and capacity to work of the insured person.

The insured person must provide notification of and enforce their entitlements to benefits with third-party debtors or liable third parties to a reasonable extent and at the instruction of Sumiswalder.

The insured person is obliged, to the extent of what is reasonable, to follow Sumiswalder's instructions regarding payment transactions (collection of premiums and payment of benefits). In the event of a breach of this obligation to cooperate, Sumiswalder is entitled to charge administrative expenses up to an amount of CHF 50 per case.

The insured person is obliged to report every case of illness or accident within five days.

Addresses, name changes and deaths must be reported in writing within 15 days.

If an insured person is no longer subject to compulsory insurance under the HIA, they must notify Sumiswalder accordingly within ten days. In the event that the insured person culpably fails to provide this notification, the contract shall expire once Sumiswalder becomes aware of the facts, with retroactive effect to the end of the mandatory benefit coverage.

Spa cure prescriptions must be submitted to Sumiswalder for review one month before the start of the spa, except in cases where the spa is started within 14 days of an acute care hospital stay.

If the obligation to notify or cooperate is culpably breached and the extent or identification of the consequences of the illness or accident are thereby influenced, Sumiswalder may reduce its benefits accordingly, unless the insured person or the entitled person proves that the conduct in breach of the contract had no influence on the extent, consequences, identification or treatment of the illness or accident.

The entitled person is obliged to make every effort to mitigate the loss or damage after the occurrence of the feared event. If there is no imminent danger, they must obtain and follow instructions from Sumiswalder regarding the measures to be taken.

Art. 13 Exclusion of benefits and caveats

The following are excluded from the insurance cover;

[1] Illnesses and accidents occurring in the context of an aircraft hijacking;

[2] Accidents,
a. having occurred before acceptance of the application, including any resulting consequences;
b. in connection with service in a foreign army;
c. in the event of unrest of any kind, unless it can be proven that the insured person was not actively participating on behalf of the instigators or was involved by incitement;
d. when participating in brawls or fights;
e. in the event of the wilful commission of a crime or attempted crime;
f. when participating in races involving motor vehicles and boats, including training trips;

[3] Benefits shall be reduced if an accident is caused by gross negligence.

[4] Medical treatment and incapacity to work resulting from the misuse of medicines, alcohol or drugs.

[5] Further benefits may be excluded from the insurance cover in the individual insurance policies.

Sumiswalder may apply an exclusion in respect of illnesses or consequences of accidents (hereinafter referred to as health disorders) in existence on inception of the insurance or previous health disorders that experience has shown may lead to relapses. Caveats may be introduced for a specific or indefinite period. The caveat shall be communicated to the person concerned by registered mail.
The insured person is free to furnish proof at their own expense before the expiry of the caveat period that an existing caveat is no longer justified.

Art. 14 Definitions: Illnesses, accident, maternity

Illness is any impairment of physical, mental or psychological health that does not result from an accident and requires medical examination or treatment or results in incapacity to work

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

Pregnancy and childbirth are treated in the same way as illness. Maternity benefits (pregnancy, childbirth and the mother's subsequent recovery period) are only provided if the mother was insured under the relevant supplementary insurance for at least 360 days at the time of birth.

Art. 15 Insurance for newborns

A newborn child can be insured for medical costs on the day of the birth, regardless of their state of health, provided that the insurance is applied for before the birth or within 20 days of the birth.

Art. 16 Overinsurance and relation to third-party benefits

No profit may accrue to the insured person from benefits paid by Sumiswalder or their overlapping with third-party benefits. When calculating the overcompensation, benefits of the same type and purpose to which the claimant is entitled as a result of the insured event are taken into account. Overcompensation exists to the extent that the respective benefits exceed the following limits:

a. the diagnostic and treatment costs incurred;
b. the care costs incurred and other uncovered medical costs;
c. the presumed loss of earnings or the value of the work foregone by the claimant.

The statutory coordination regulations apply in relation to social insurance providers and private insurers. In the case of double insurance as defined in Art. 46b IPA, Sumiswalder is liable for its insured amount in proportion to the total amount of the insured sums.

Art. 17 Offsetting and reclaiming

Sumiswalder may offset its benefits against outstanding premiums and cost contributions. The insured person is not entitled to any offsetting. Benefits provided by Sumiswalder in error must be reimbursed by the insured person upon written request. Sumiswalder also has a right of set-off.

Art. 18 Assignment and pledging

Claims against Sumiswalder may not be assigned or pledged by the insured person.

Art. 19 Limitation period

Claims arising from the insurance contract lapse five years after the occurrence of the event triggering the obligation to pay benefits.

Art. 20 Applicable law and place of jurisdiction

In addition to these General Terms and Conditions of Insurance, the Supplementary Terms and Conditions of Insurance and the Insurance Policies Act apply.

In the event of disputes arising from insurance policies in accordance with these GTC and the STC, the plaintiff may choose to bring the matter before the court at their place of residence in Switzerland or at the headquarters of Sumiswalder.