

mgen<sup>+</sup>

ESSENTIAL & ECONOMIC  
**SWISS**  
**S<sup>+</sup>UDIES**

GENERAL and PARTICULAR CONDITIONS OF INSURANCE











































3. In addition, the policy holder and insured party must provide the INSURER with any other information and any other proof which can be used as necessary evidence to document the claim or compensation request of the INSURER as well as the reimbursement amount, that they may be aware of.
4. On request from the INSURER, the insured party must provide any information, at his own expense, on the facts and any supplementary documents which prove or determine the circumstances which have resulted in the claim, to establish the consequences or to assess the authenticity of the claim declaration. When they complete their request in writing, the INSURER can give the insured party within a maximum of 10 days to provide the information or documents required, if this takes any longer the INSURER is freed from the obligation to provide assistance.
5. On request from the INSURER, the insured person may be asked to be examined, to the expense of the INSURER, by a chosen medical advisor.

#### 3.4.4 MEDICAL CONFIDENTIALITY, DATA TRANSMISSION AND DATA PROTECTION

1. When accepting the current arrangements, the insured person must disclose medical information to the INSURER, all doctors and (para) medical personnel who examine him or treat him, both before and after the claim. Where need be, the insured person must go through this process after the occurrence of a claim and/or sign an ad hoc permissions form that the INSURER can use as applicable. Any refusal to do this from the insured party will result in the forfeiture of his contractual rights.
2. The INSURER shall comply with any applicable arrangements in regards to data protection and will comply to the LPGA agreement, LAMal and the data protection law (LPD).
3. Any person who carries out administrative work or illness insurance controls is bound to confidentiality towards third parties.

#### 3.4.5 CONSEQUENCES OF NOT RESPECTING DUTIES

1. If the duties mentioned above are not honoured, it will result in the following consequences:
  - a) If the information submitted aimed to fool the INSURER, the latter is automatically freed from the contract, and no longer needs to provide compensation and has the right to claim back any compensation that the insured party has already received.
  - b) If the information submitted contains an intentional mistake or extreme negligence on the part of the insured party, the INSURER is no longer obliged to provide compensation if they notify the insured party within 4 weeks of noticing the mistake and its consequences.
  - c) In the event of any other violations, the INSURER reserves the right to reduce compensation for the corresponding amount caused by the insured party's disrespect for his duties.
2. The policy holder and/or the insured parties are only responsible for fulfilling their contractual duties.

## 4 ADMINISTRATIVE ARRANGEMENTS

### 4.1 COMMUNICATIONS AND NOTIFICATIONS

1. Notifications for EVASAN in the present terms of the contract, must come in a written form.
2. Agents, brokers and other insurance intermediaries are not permitted to receive the notification that is destined to EVASAN. Only communications regarding administration and the life of the contract in chapter one, Contract Administration section, can be received as the insurance intermediary (Agent or broker) as specially mentioned by the insurance policy holder.

## 4.2 PAYMENT OF INSURANCE PREMIUMS

1. The reception of the insurance premium by the INSURER is an essential element of the contract, regardless of the method of payment.
2. The premium can be paid in advance. The premium is billed from the date that the coverage takes effect.
3. The insured ( or insurance taker) is required to pay the health insurance premium in advance and to pay the costs of shared invoices.
4. In the event of non-payment of insurance premiums within the prescribed time limits, Article 64a of the KVG will apply and, when relevant, Article 9 of the OAMAL.
5. Compensation between premiums due and insurance claims is prohibited
6. In the event of cancellation of the contract before its expiry at the request of the insured, the premiums can be reimbursed only if there was no claim for this contract and the insured has not submitted any declaration of claim.
7. When the refund of the premium is allowed, it will be carried out in a pro-rata basis of the insurance period that has not expired.  
However, no refund is due in cases of reluctance, attempted abuse or abuse to the detriment of the INSURER.

## 4.3 ADJUSTING THE PREMIUM

The premium can be changed annually due to changes in the cost of medical care and claims.

When the contractual year expires, the INSURER reserves the right to increase the premium, in particular, when the overall economy of the contract is being reviewed.

1. Insurance policy holders will be made aware of an increase in insurance premiums at least one month before the start of the new contractual year and will take effect the same year.
2. In the event of an increase in premiums, the insurance policy holder has the right to cancel the contract according to the cancellation conditions and must inform the INSURER in writing within 30 days of receipt of the new rates.

## 4.4 MODIFICATION OF THE INSURANCE CONDITIONS

1. The INSURER can process a change in the terms of the insurance contract or its termination in the following cases:
  - a) the permanent modification of the legal provisions in the field of public health;
  - b) the invalidity or annulment of certain conditions by an administrative or judicial authority;
  - c) the amendment or repeal of the laws and regulations on which the provisions of the insurance contract are based;
  - d) the amendment of legislation, administrative practice or judicial practice affecting the terms, interpretation or validity of the contract or of certain of its provisions.
2. The insurance policyholder must be made aware of any new conditions at least 3 months before they enter into force, with the exclusion of events of major force, or for urgent legal, administrative or judicial reasons.
3. In the absence of the insurance contract cancellation by the insured party, it will be assumed that he has accepted the new conditions.
4. The INSURER reserves the right to change the wording of certain contractual conditions, when he wants and without prior warning, when he wishes to correct typographical errors or obvious material mistakes, to lift uncertainty of interpretation or to specify a point that has already been covered in the text, or to improve the insurance conditions for the insured party exclusively.

## 4.5 SAFEGUARD CLAUSE

The invalidity of a clause contained in these terms of insurance, does not call into question the validity of other clauses.

## 5 FINAL CLAUSES

### 5.1 DURATION OF THE INSURANCE CONTRACT

1. The insurance contract is agreed for the duration of a year.
2. Except in the event of one of the parties terminating the contract, the insurance contract will automatically be renewed from year to year, as long as all the conditions written in article 2 paragraph 4 OAMal are respected and subject to LCA conditions.
3. The insurance contract starts from the day after (at 12.00AM) of the date outlined on the insurance policy and ends twelve months after (at 12.00AM).

### 5.2 INSURANCE CONTRACT CANCELLATION

1. Each party is entitled, by registered mail addressed to the other party, to terminate the insurance contract by giving 3 months' written notice before expiry of the insurance policy.
2. In the event of an increase in the premium or change in the insurance conditions, the policy holder can send a registered letter to the address outlined in chapter 0 in the Contract Administration section and can cancel the insurance contract within one month since the notification by the INSURER about these changes. The cancellation will take effect from the date that the changes come into force.
3. If the content of the policy or the changes do not correspond to the agreement between the insured person and the INSURER, the policyholder must, if necessary, request the correction within four weeks of receiving the general conditions of policy. If the insured person does not make a request for correction of the content, the content will be considered accepted by the insured person.
4. Under the legal or contractual clauses for the invalidity, retroactive cancellation, immediate cancellation of the insurance contract within a different amount of time, if the insured party and/or policyholder makes a non-intentional mistake, the INSURER will allow them to:
  - a) cancel the insurance contract within a month after having noticed the mistake;
  - b) suggest a change to the insurance contract, within a month of having recognised the mistake. The changes will entry into force with retroactive effect from the date that the INSURER noticed the mistake. In a case where the contractor rejects a change to the proposed contract or if he does not accept it within 14 days after reception, the INSURER reserves the right to terminate the contract within 14 days.
5. If, within an insurance contract for multiple insured parties, the conditions for cancellation will only be given to certain people and cancellation of the contract will only be limited to these named people. The insurance contract will continue until its end, for the benefit of the insured persons non concerned by the early cancellation of the contract.

If the insurance policyholder terminates the insurance contract in its entirety or for certain insured parties, he must prove that the insured parties involved are aware that the contract has been cancelled and that they accept this. Otherwise, the cancellation will be considered invalid. If all or certain insured parties who were part of a cancelled contract, would like to renew the contract, they can do this by writing to EVASAN via post or email within the 2 months that follow the cancellation by the policy holder, to renew their contract.

The insurance contract will automatically terminate with the death, bankruptcy or insolvency of the policy holder. The insured parties are however entitled to renew the insurance contract within the conditions outlined in

paragraph 5 above, the deadline of 2 months will be counted from the date of death, declaration of bankruptcy or official certificate of insolvency by the policy holder.

### 5.3 APPLICABLE LAW, CONCILIATION AND COMPETENT JURISDICTIONS

1. The insurance contract is governed by the present general insurance conditions and terms of the insurance (CGPA).  
In addition to the mandatory legal provisions, Swiss law in the insurance contract (LCA) is applied in a suppletive manner.
2. In the event of legal proceedings, Swiss courts are authorised to assess the interpretation or execution of the present contract. The provisions specific to the Lugano Convention of 16 September 1988 remain reserved, as applicable.
3. It follows that the insured party would have the possibility to assign his private foreign insurer in front of the Swiss authority, even if the insurance contract agreed in another country would refer to substantive law and a foreign court.
4. Before engaging in a judicial or arbitrary procedure in relation to the contract and insurance conditions, each party must engage with each other, 10 days following the rise of the dispute, in writing, to reach an amicable solution.
5. In the event of failure of the attempt to reconcile, the INSURER will organise internal, free opposition proceedings for the insured party. Opening of the latter does not suspend any legal or contractual deadlines. Also reserved is the possibility for the parties to agree, with written agreement, an arbitration procedure to one or three arbitrators.
6. In the event of divergences between the different language versions, the French version of the insurance conditions specific to 'SWISS STUDIES' insurance coverage shall prevail.

### 5.4 ENTRY INTO FORCE

The present insurance conditions enter into force on 01.09.2019, removing any right to previous insurance conditions covering the same product.

### 5.5 TABLE OF COVERAGE

A. OUTPATIENT	
SERVICE	MAXIMUM AMOUNT COVERED
1. Prescription of pharmaceuticals and medical equipment	Actual fees equivalent to LAMal
2. General practitioner consultations and prescriptions meds covered according to LAMal	Actual fees equivalent to LAMal
3. Consultations with specialist	Actual fees equivalent to LAMal
4. Analyses	Actual fees equivalent to LAMal
5. Ambulatory surgery	Actual fees equivalent to LAMal
6. Home care or at the convalescence centre	CHF 20.- per day, MAXI 30 days/year



7. Rehabilitation	CHF 20.- per day, MAXI 30 days/year
8. Emergency treatment without hospitalisation	Actual fees equivalent to LAMal
9. IRM, tomography and scanning	Actual fees equivalent to LAMal
10. Consultations with chiropractor, osteopath and acupuncturist	-Chiropractor: Actual fees equivalent to LAMal -Osteopath: 50% with max 4 sessions at CHF 200 for contractual year -Acupuncture, laser acupuncture and acupressure with 8 sessions Max CHF 320 for contractual year
11. Prescribed physiotherapy and speech-therapy consultations	Actual fees equivalent to LAMal
12. Screening and treatment for sexually transmitted diseases	MAX CHF 2000/agreed within the contractual period of 3years
13. Psychiatry	Actual fees equivalent to LAMal
14. Psychotherapy	Actual fees equivalent to LAMal
15. Physiotherapy consultations and cure Speech-therapy consultations and cure Orthopaedic consultations and cure	Actual fees equivalent to LAMal

## B. MEDICAL TRANSPORTATION

1. Ambulatory	MAX CHF 1000 /year  <i>Except in the case of the art 3.2.26.3 CGPA for which the following limits apply: 50% of the expenses related with MAX CHF 500 /year</i>
2. Rescue	MAX CHF 5000 for event and contractual year  <i>Except in the case of the art 3.2.26..3 CGPA for which the following limits apply: 50% of the expenses related with MAX CHF 500 /year</i>

## C. HOSPITALISATION

1. Public hospital room or semi-private in a communal area	Actual fees equivalent to LAMal
2. Surgery (including anaesthetic and operating room)	Actual fees equivalent to LAMal
3. Expenses for medicines related to a hospitalisation	Actual fees equivalent to LAMal

4. Surgical and prosthetic equipment	Actual cost equivalent to LAMal
5. Analyses	Actual cost equivalent to LAMal
6. Organ transplant	Actual fees equivalent to LAMal
7. Day hospitalisation	Actual fees equivalent to LAMal
8. MRI, tomography and scan-tomography, tests	Actual fees equivalent to LAMal
9. Oncology	Actual fees equivalent to LAMal
10. Prescribed stay in a spa resort	20 CHF per day -Max. 21 days/per year
11. Prescribed medical assistance	Actual fees equivalent to LAMal

#### D. PREGNANCY

1. Pregnancy	Actual fees equivalent to LAMal
2. Pregnancy and birth complications	Actual fees equivalent to LAMal
3. Hospital birth	Actual fees equivalent to LAMal
4. Home birth	Actual fees equivalent to LAMal
5. Legal abortion	Actual fees equivalent to LAMal

#### E. OPTICAL

1. Glasses and contact lenses on prescription art 3.2.26	Actual fees equivalent to LAMal - LiMA
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#### F. DENTISTRY

1. Emergency dental treatment with hospitalisation (Dental prosthetics in the event of an accident only)	75% in the event of an accident or after a serious illness to the chewing apparatus
2. Emergency dental treatment without hospitalisation	75% in the event of an accident or after a serious illness to the chewing apparatus

**DEDUCTIBLE** a deductible per year of insurance applies according to the choice of the insured party (see policy) CHF 0 - CHF 100 – CHF 300 – CHF 500

