

# Special Terms and Conditions for the Healthcare Network Insurance

**RS**

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## Art. 1 Insurance model

The Healthcare Network insurance is a special form of compulsory health coverage offering a limited choice of healthcare providers within the meaning of Article 41(4) of the Swiss Federal Health Insurance Law (LAMal/KVG) and Articles 99 to 101 of the Ordinance on Health Insurance (OAMal/KVV).

## Art. 2 Insurance principles

1. The insured undertakes to choose a primary care doctor among the doctors recognised by the Insurer within the Healthcare Network insurance. The primary care doctor advises his patient during the various stages of a treatment. Any change of primary care doctor is subject to the Insurer's prior consent. Failing to comply with this rule will lead to the application of the restrictions set out in Article 6.
2. Within the Healthcare Network insurance, the Insurer guarantees the legal benefits delivered by the healthcare providers in the network, and which have been provided or prescribed beforehand by the primary care doctor. If the benefit cannot be offered within the network, the primary care doctor may direct the patient to healthcare providers outside the network, subject to the establishment of a referral certificate beforehand.
3. The Insurer keeps a list of the healthcare providers who are part of the network, for each category of benefits.
4. Emergencies are handled primarily by the services and primary care doctors in the healthcare network. However, cases for which immediate assistance by a third party (doctor or emergency services) is required for medical reasons or because a timely response is necessary, remain reserved; in this case, it is imperative that the primary care doctor carries out the remainder of the emergency treatment.

5. A change of primary care doctor is possible. Any change of primary care doctor shall be justified in writing and subject to the prior authorisation of the Insurer. The Insurer can provide a list of the primary care doctors who are part of the Healthcare Network insurance.
6. The benefits provided to the insured are reimbursed in accordance with these Special Terms and Conditions, less any co-insurance payment within the meaning of Article 64 LAMal/KVG.

## Art. 3 Eligibility

1. Anyone who is domiciled in an area where the Healthcare Network insurance is in effect can subscribe to it.
2. Coverage may be contracted at any time, effective on the first day of the month.

## Art. 4 Outpatient treatments

1. Outpatient treatments shall be provided by the primary care doctor or by any other healthcare provider who is part of the healthcare network.
2. The primary care doctor can call upon other healthcare providers, providing he establishes a referral certificate beforehand on his own initiative.
3. If the healthcare network does not offer an appropriate framework, the insured remains free to choose the following specialists only:
  1. ophthalmologists;
  2. gynaecologists;
  3. paediatricians.

## **Art. 5 Inpatient treatments**

Any request for inpatient or semi-inpatient treatments, as well as for marine and relaxation cures, shall be discussed beforehand with the primary care doctor, who shall give his consent (referral certificate).

## **Art. 6 Consequences of failing to comply with the insurance principles**

In case of non-observance of the principles defined in Articles 2, 4 and 5 of these Special Terms and Conditions, the reimbursement of a treatment will imperatively be limited to 50% of the invoiced benefits.

## **Art. 7 Termination and end of coverage**

1. It is possible to switch to another form of coverage with a new insurer at the end of each calendar year, subject to the notice period stipulated in Article 7(1) and (2) LAMa/KVG. In the event of premiums being paid late, the provisions of Article 105l OAMa/KVV are reserved in case of a request to switch insurers.
2. Coverage under the Healthcare Network insurance ends when:
  1. the insured transfers his domicile to an area where the Healthcare Network insurance is not offered by the Insurer;
  2. the primary care doctor chosen by the insured can no longer coordinate the treatment required by the insured's medical condition (in particular if the treatment is given by a doctor from the nursing home in which the insured is staying);
  3. the primary care doctor chosen by the insured is no longer in a contractual relationship with the Insurer.

In these cases, the insured is transferred, depending on his deductible, to an ordinary health insurance plan or to a plan with an optional deductible, effective the first day of the month and subject to 30 days' notice.

Insureds concerned by items 2.2 and 2.3 can choose a new primary care doctor in the network within 30 days of the Insurer's notification.

## **Art. 8 Transmission and use of personal data**

1. Within the limits prescribed by law, the insured authorises the Insurer to transfer any invoice-related data to his primary care doctor or to third parties appointed by the latter to process data electronically or to manage the network. Similarly, within the limits prescribed by law, the insured agrees that his data is used by his primary care doctor, by third parties appointed by the latter to process data electronically or to manage the network, and by his Insurer.
2. In any event, access to data is strictly limited to information relevant only to the proper functioning of the network, in particular for checking observance of the insurance principles.

## **Art. 9 Withdrawal of insurance model**

The Insurer may decide to withdraw the Healthcare Network insurance model. In that case, the insured will be transferred, depending on the level of his deductible, to an ordinary health insurance with an optional deductible.

## **Art. 10 Effective date**

These Special Terms and Conditions, supported by the enforcement provisions supplementing the compulsory health insurance within the meaning of LAMa/KVG (CGA), are effective from 1 January 2012. The Insurer may amend them at any time.