

# Special Terms and Conditions for PrimaTel insurance

**RL**

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## Art. 1 Insurance model

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

## Art. 2 Eligibility

1. PrimaTel insurance may be contracted by any person domiciled in the areas where it is offered by the Insurer.
2. Coverage may be contracted at any time effective on the first day of the month, as long as the legal deadline for changing insurance models is taken into consideration.

## Art. 3 Termination

It is possible to switch to another form of coverage or to a new insurer at the end of each calendar year, subject to the notice period stipulated in Article 7(1) and (2) LAMal/KVG.

## Art. 4 Insurance principles

1. PrimaTel insurance combines the principle of telephone advice prior to a medical consultation with that of general practitioner.
2. Medical advice by telephone is provided by the medical call centre designated by the Insurer (hereafter, the medical call centre). The medical call centre is the first point of contact before the insured sees a healthcare provider or starts a treatment.
3. The medical recommendations, as well as the duration of the treatment and treatment facility defined by the medical call centre, taking into account the insured's individual circumstances, shall be binding for the insured person.
4. If, according to the advice given by the medical call centre, it appears that an appointment with a generalist or a paediatrician is required, this consultation shall take place

with the general practitioner chosen beforehand by the insured.

5. The general practitioner provides basic treatment, coordinates treatment follow-up and guides the insured where necessary to other providers of medical services.
6. If, according to the advice given by the medical call centre, it appears that an appointment with another doctor or healthcare provider is required, the insured shall comply with the recommendations provided by the medical call centre regarding the category of healthcare providers.

## Art. 5 Obligations of the insured

### 1. When contracting PrimaTel coverage

The insured is free to choose a general practitioner among the doctors authorised to practice in Switzerland under the LAMal/KVG.

### 2. Before seeking medical attention

The insured or his legal representative must contact by telephone the medical call centre. The insured person shall follow all of the medical recommendations issued by the medical call centre.

### 3. Appointment with the general practitioner

- a. Unless the medical call centre recommends otherwise, the insured person must consult his general practitioner who will take the appropriate therapeutic steps required by the insured's health condition (basic treatment).
- b. If the general practitioner is unavailable, the insured shall contact his designated replacement, or an emergency service. The insured person shall inform the medical call centre within 15 days of the name of the practitioner.
- c. If the general practitioner refers the insured person to another doctor or healthcare provider, the insured shall remit to the Insurer a referral certificate signed by the general practitioner confirming that he prescribed

the treatment. The certificate must reach the Insurer within 15 days of the beginning of the treatment.

#### **4. If the treatment period defined by the medical call centre needs to be extended**

If appointments are planned beyond the treatment period initially defined by the medical call centre in its recommendations, the insured must inform the medical call centre before the end of the initial treatment period.

#### **5. Change of general practitioner**

- a. The insured may change his general practitioner no more than once every calendar year.
- b. The insured may change his general practitioner when he moves his place of residence.
- c. The insured shall inform the Insurer of the change in general practitioner before any new appointment with his general practitioner.

### **Art. 6 Deviations from the insurance principles**

1. The insured is released from the obligations set out in Article 5(2) and (3) of these terms and conditions:
  - a. in case of emergency.  
Emergency means when the insured's condition is life-threatening or requires immediate medical attention. In the case of an emergency medical consultation, the insured shall inform the medical call centre within 15 days following the appointment;
  - b. for gynaecological check-ups and treatments;
  - c. for pregnancy and childbirth treatments;
  - d. for ophthalmology check-ups and treatments;
  - e. for medical check-ups for preschool children;
  - f. for dental treatments.
2. During a temporary stay abroad, the insured is also released from his obligation to contact first his general practitioner if he needs medical treatment and that a return to Switzerland would be inappropriate. In this case, the medical consultation must be announced to the medical call centre within 15 days following the return to Switzerland.
3. In case of chronic illness, the medical call centre will define, depending on the insured's individual circumstances, to what extent the obligations mentioned in Article 5(2) and (3) apply.

### **Art. 7 Non observance of the insurance principles**

1. If the insured breaches the principles and obligations set out in these terms and conditions of insurance more than twice in a calendar year, he shall bear the full and exclusive cost of subsequent treatments that do not comply with the insurance principles and obligations.
2. In case of repeated infringement of the insurance principles and obligations set out in these terms and conditions, the Insurer may exclude the insured from PrimaTel coverage with effect at the end of a month, subject to 30 days' notice.  
The insured will then be transferred, depending on his level of deductible, to the ordinary health insurance or health insurance with an optional deductible.

### **Art. 8 Data transmission**

By taking out PrimaTel coverage, the insured authorises the Insurer and medical call centre to exchange the administrative, treatment and invoice-related data required for the application of the rules of PrimaTel insurance.

### **Art. 9 Telephone advice**

1. Advice provided by telephone by the medical call centre is free for insured persons.
2. The employees of the medical call centre are bound by professional secrecy.
3. Liability for the medical advice provided lies exclusively with the medical call centre.
4. Telephone conversations are recorded and archived by the medical call centre. In case of a dispute, the recordings held by the medical call centre may be used as evidence.

### **Art. 10 Premiums**

A discount may be given on PrimaTel coverage compared with ordinary health insurance or insurance with an optional deductible.

### **Art. 11 Withdrawal or change in insurance model**

The Insurer may decide to withdraw PrimaTel insurance model at any time.

In that case, the insured will be transferred, depending on the level of his deductible, to an ordinary health insurance or insurance with an optional deductible.

### **Art. 12 Effective date**

These special terms and conditions of insurance, supported by the enforcement provisions supplementing the compulsory health insurance within the meaning of LAMal/KVG (CGA), are effective from 1 April 2016.