

Special Terms and Conditions for PrimaPharma insurance

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These special terms and conditions of insurance are issued in addition to the Supplemental Executory Provisions for Compulsory Health Insurance under LAMal/KVG (CGA), the publication date of which is mentioned on the insurance certificate.

Art. 1 Insurance model

PrimaPharma is a special form of compulsory health insurance that offers a limited choice of healthcare providers, in line with Article 41, paras. 4 and 62 LAMal/KVG, as well as Articles 99 to 101(a) OAMal/KVV.

Art. 2 Eligibility

1. PrimaPharma 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. PrimaPharma insurance is based on the principle of pharmacy advice (hereafter «**advice session**») prior to a medical consultation. This advice is limited to the area of expertise that falls within the standard qualifications of pharmacy staff.
2. Advice sessions are conducted by the partner pharmacies designated by the insurer (hereafter «**partner pharmacy**»). The list of partner pharmacies can be found on Groupe Mutuel's website. The partner pharmacy is the insured person's first point of contact before approaching another healthcare provider.

3. The staff of the partner pharmacies conduct the advice session and refer the insured person, if necessary and following approval by the pharmacist, to another medical provider (hereafter «**initial medical option**»).
4. The recommendations made at the end of the advice session, including, if appropriate, the initial medical option with a corresponding time period, are binding on the insured person.

Art. 5 Duties of the insured

1. Before seeking a medical benefit, the insured person or his/her legal representative is required to go to a partner pharmacy for an advice session. Before the session begins, the insured person must spontaneously inform the staff of the partner pharmacy that he/she is covered by the PrimaPharma insurance model.
2. If it appears during the advice session that a consultation with another healthcare provider is necessary, the insured person must comply with the recommendations issued by the partner pharmacy.
3. If the time period initially decided as part of the recommendation for a consultation with another healthcare provider is insufficient in view of the insured person's state of health, the insured person must inform the partner pharmacy before the expiry of the deadline.
4. If a doctor from a specialty other than that recommended by a partner pharmacy must be consulted, the insured person must, as soon as he/she is informed, provide the insurer with a referral voucher signed by the doctor seen initially.
5. If there has been no referral to another healthcare provider at the end of the advice session and that the initial recommendation must be reconsidered due to changes in the insured person's state of health, the insured person must inform the partner pharmacy.

Art. 6 Deviations from the insurance principles

1. The insured is released from the obligations set out in Article 5 of these special terms and conditions:
 - a. in case of emergency
Emergency means when the insured's condition is life-threatening or requires immediate medical attention;
 - b. for gynaecological check-ups and treatments;
 - c. for check-ups and treatments related to pregnancy and childbirth;
 - d. for ophthalmology check-ups and treatments;
 - e. for paediatric check-ups and treatments;
 - f. for dental treatments.
2. In case of chronic illness, the partner pharmacy will define, depending on the insured's individual circumstances, to what extent the obligations mentioned in Article 5 apply.

Art. 7 Failure to comply with the insured's duties

1. After two reminders for failure by the insured person to comply with the principles mentioned in Articles 4 and 5 of the special terms and conditions, the insurer has the right to exclude the insured person from PrimaPharma insurance with effect at the end of a month, subject to 30 days' notice. The insured person will then be transferred to the standard model of health insurance while maintaining the same deductible.
2. Only outpatient treatments invoiced by doctors, chiropractors and hospitals for which the insured person has not complied with the insurance principles shall be considered when assessing failure by the insured to comply with the insurance principles, within the meaning of Article 7, para. 1 of these special terms and conditions.

Art. 8 Data transmission

1. The partner pharmacies identify the insured person using the data contained in his/her insurance card, including the name, first name, insurance number, date of birth, gender, address and insurance coverage.
2. In order to assess compliance with the duties of the insured person as set out in Article 5 of these special terms and conditions, the partner pharmacies shall provide the insurer with all relevant data such as date, type of recommendation issued at the end of the advice session and category of healthcare provider for the initial medical option.

3. In the event of a claim by the insured person, the partner pharmacies and the insurer's medical adviser may share information about the insured person, including the contents of the advice sessions; this information may contain sensitive data.
4. The insurance contract is governed by the Swiss Federal Law on Data Protection (LPD/DSG) which will be observed by the partner pharmacies when handling data.

Art. 9 Advice sessions

1. Advice sessions are not charged to insured persons.
2. The staff of partner pharmacies are subject to the obligation to observe medical confidentiality.
3. The responsibility of the partner pharmacies is limited to the recommendations made during the advice sessions.
4. The advice sessions are documented and archived by the partner pharmacies. In the event of a dispute, these documents may be used by the insurer and partner pharmacies as evidence.

Art. 10 Premiums

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

Art. 11 Withdrawal or change in insurance model

The insurer may withdraw or change the PrimaPharma insurance model at any time.
In that case, the insured person will be transferred to the standard model of health insurance while maintaining the same deductible.

Art. 12 Effective date

The special terms and conditions of insurance are effective from 1 January 2020.