

# Special Terms and Conditions for OptiMed insurance

**RS**

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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 edition date of which is specified in the insurance policy.

### Art. 1 Insurance model

OptiMed insurance is a special form of compulsory health insurance offering a limited choice of healthcare providers within the meaning of Article 41, paragraph 4 and Article 62 of the Swiss Federal Health Insurance Law (LAMal/KVG), as well as Articles 99 to 101a of the Ordinance on Health Insurance (OAMal/KVV).

### Art. 2 Admission to insurance

1. OptiMed 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, as long as the legal deadline for changing insurance models is taken into account.

### Art. 3 Termination

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

### Art. 4 Insurance principle

OptiMed insurance is based on the principle of the general practitioner (hereafter: “GP”). The GP can be a physical person or a medical group practice. The GP provides basic treatment, coordinates treatment follow-up and guides the insured person where necessary to other healthcare providers.

### Art. 5 Duties of the insured person

1. When joining OptiMed insurance, the insured person is free to choose a GP from among the doctors licensed to practise in Switzerland under LAMal/KVG compulsory health insurance. The details of the GP must be sent to the insurer.  
The list of GPs recognised under OptiMed insurance is available on the insurer’s website.

2. When joining OptiMed insurance, the insured child is free to choose a GP from among the doctors licensed to practise in Switzerland under LAMal/KVG compulsory health insurance. The details of the GP must be sent to the insurer.
3. In the event of a health problem, the insured person undertakes to see the GP first.
4. For any consultation with another doctor or healthcare provider, the insured person must send a certificate (or referral voucher) to the insurer to confirm that the appointment was prescribed by the GP.
5. If the insured person consults a doctor other than the GP, the check-ups or treatments delegated by this other doctor to another healthcare provider must be certified by the other doctor (referral voucher).
6. Any change in GP must be notified to the insurance company by the insured person prior to the first appointment with the new GP.

### Art. 6 Deviations from the insurance principle

The insured person is released from the duties mentioned in Article 5 paragraphs 3-5 of these special terms and conditions:

- in case of emergency  
An emergency occurs when the life of the insured person is in danger or his/her state of health requires immediate medical attention. The insured person must notify the GP within 15 days of the emergency consultation;
- for gynaecological check-ups and treatments;
- for check-ups and treatments related to pregnancy and childbirth;
- for eye check-ups and treatments;
- for paediatric check-ups and treatments;
- for dental treatments;
- for the follow-up of a chronic illness, provided that the insured person sends a certificate signed by a doctor to the insurer.

## **Art. 7 Non-compliance with the duties of the insured person**

After two reminders for non-compliance with the duties set out in Article 5 of these special terms and conditions, the insurer has the right to exclude the insured person from OptiMed insurance for the end of a month, subject to 30 days' notice. The insured person will then be transferred to the standard model of compulsory health insurance with the same deductible amount.

## **Art. 8 Sharing data**

1. In order to be able to identify the insured person and to calculate any compensation for benefits, the insurer shall provide the GP and any third parties commissioned by the latter with the following administrative data: surname, first name, insurance number, social insurance number, insurance card number and validity, date of birth, gender, address, details of the GP, any third parties commissioned by the latter and the healthcare network of which the GP is a member, details of providers and prescribers, dates and numbers of invoices, dates of payments, dates of treatment, type of case, types of costs, amount of treatment, number of breaches of the insured person's obligations, duration of insurance, insurance coverage and previous insurer.
2. To assess compliance with the insured person's duties under Article 5 of these special terms and conditions, the GP and any third parties commissioned by the GP will provide the insurer with the necessary data, such as the date and time of the consultation, the type of medical recommendation, the category of healthcare provider and the period of treatment.
3. In the event of a complaint by the insured person, the GP and the insurer may share information about the insured person, in particular the content of the medical consultations; this information may contain sensitive data.
4. The insurance contract is governed by the Federal Law on Data Protection (LPD/DSG), with which the GP and any third parties it may have commissioned to process the data shall comply.

## **Art. 9 Premiums**

OptiMed insurance may offer a rebate as compared to the premium for standard health insurance or insurance with an optional deductible.

## **Art. 10 End of entitlement**

1. Entitlement to OptiMed insurance ends when:
  - the insured person transfers his/her domicile to an area where OptiMed insurance is not offered by the insurer;
  - the GP chosen by the insured person can no longer coordinate the care required by the insured person's state of health, particularly if the latter is staying in a care home (or for any other reason);
  - the GP chosen by the insured person (see Article 5, paragraph 1 of these special terms and conditions) is no longer on the list of recognised GPs under OptiMed insurance.

2. In such cases, the insured person is transferred to the standard model of compulsory health insurance while maintaining the same deductible. The insured person may ask the insurer to maintain a chosen model of insurance with a limited choice of healthcare providers, while retaining the same deductible.
3. An insured child whose GP is not recognised under OptiMed insurance must inform the insurer of the details of a recognised GP within the meaning of Article 5, paragraph 1 of these special terms and conditions before the end of the calendar year in which he/she turns 18. Failing this, the insured person shall be transferred to a similar insurance model with a limited choice of healthcare providers, or, failing this, to the standard model of compulsory health insurance while maintaining the same deductible amount.

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

1. The insurer can decide to change or withdraw OptiMed coverage at any time.
2. In case of withdrawal of the insurance, the insured person shall be transferred to a similar insurance model with a limited choice of healthcare providers, or, failing that, to the standard model of compulsory health insurance while maintaining the same deductible amount.

## **Art. 12 Effective date**

These special terms and conditions of insurance shall come into force on 1 January 2022.