

# Special Terms and Conditions for PrimaCare insurance

**RF**

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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

PrimaCare insurance is a special form of compulsory health insurance offering a limited choice of healthcare providers within the meaning of Article 41, paragraph 4 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. PrimaCare 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

PrimaCare 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 PrimaCare insurance, the insured person is free to choose a GP from among the doctors licensed to practice in Switzerland under LAMal/KVG compulsory health insurance. The details of the GP must be sent to the insurer.

2. In the event of a health problem, the insured person undertakes to see the GP first.
3. 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.
4. 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).
5. 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 2-4 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 PrimaCare 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 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 provided, the category of healthcare provider recommended and the period of treatment.
2. 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.
3. 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**

PrimaCare 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 PrimaCare insurance ends when:
  - the insured person transfers his/her domicile to an area where PrimaCare 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).
2. In such cases, the insured person shall be 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.

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

1. The insurer can decide to change or withdraw PrimaCare coverage at any time.
2. In case of withdrawal of the insurance, the insured person will 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.