

# General Conditions of Insurance (GCI)

## Healthcare insurance

### Combi Care (FLHI/KVG)

Note:

- For reasons of readability only the male pronoun is used.

The conditions of insurance are valid for the following insurers:

- Visana Ltd, Weltpoststrasse 19, 3000 Berne 16
- sana24 Ltd, Weltpoststrasse 19, 3000 Berne 16
- vivacare Ltd, Weltpoststrasse 19, 3000 Berne 16

## I General provisions

### 1. Basic principles of the insurance

Combi Care insurance is a form of compulsory healthcare insurance. The legal basis for Combi Care insurance consists of the current Federal Law on Health Insurance (FLHI/KVG) and the Federal Act on General Part of Social Insurance Law (GPSIL/ATSG), as well as their implementing provisions and these General Conditions of Contract (GCC).

### 2. Purpose and characteristics of Combi Care

The insurer covers the financial consequences of illness, maternity or accident.

When taking out the insurance, the insured person has to select a general practitioner who is recognised by the insurer. In the event of health complaints, the insured person shall consult the selected general practitioner or the telemedical advice centre.

The circumstances outlined in art. 8 of these General Conditions of Contract are excluded from the obligation to engage in prior consultation.

### 3. Who is considered a general practitioner

A general practitioner is any FMH specialist in general internal medicine or paediatrics recognised by the insurer and authorised to practise in primary care. Other physicians with equivalent training who are recognised by the insurer are also considered general practitioners. If the insurer no longer recognises a physician, it shall inform the insured person in writing. The insured person can then either designate a different recognised general physician or transfer to the ordinary basic insurance. The insured person is obliged to report any change of general practitioner immediately.

### 4. Admission

Combi Care can be taken out by all persons whose domicile under civil law (centre of vital interests) is in a canton in which the insurer offers Combi Care. All insured persons domiciled in a canton in which the insurer offers Combi Care can transfer from the ordinary basic insurance to Combi Care; if the same

insurer stays the same, this is possible at any time, on the first day of a month.

## II Benefits

### 5. Scope of benefits

Combi Care insurance encompasses the legally mandatory benefits pertaining to illness, accident, birth defects and maternity, provided that the specified course of treatment and the instructions (obligations) have been adhered to.

The circumstances outlined in art. 8 of these General Conditions of Contract are excluded from these obligations. Failure to comply with these instructions (obligations) shall result in penalties as per art. 10 of these General Conditions of Contract.

#### 5.1 Outpatient benefits

Under Combi Care insurance, outpatient treatment, care and advice are generally provided by the selected general practitioner or the telemedical advice centre.

Combi Care insurance covers the costs of diagnostic and therapeutic measures, medication and analyses provided or prescribed by the general physician or telemedical advice centre, as long as this cover is envisaged in the FLHI/KVG.

#### 5.2 Referrals

Specialist physicians or other service providers can be consulted upon referral by the general practitioner or telemedical advice centre. Referrals by the general practitioner to other service providers must always be reported to the telemedical advice centre.

Services provided by other service providers without a referral from the general practitioner or telemedical advice centre are only covered in emergency situations and in the exceptional cases specified in art. 8. An emergency is when the insured person urgently requires treatment for medical reasons and the general practitioner or telemedical advice centre cannot be reached quickly enough for reasons of distance and/or time.

#### 5.3 Inpatient benefits

In the event of inpatient treatment in a general ward at a listed hospital, the insurer covers its share of the fee that applies for a listed hospital in the insured person's canton of residence. If, for medical reasons, it is necessary to obtain treatment in a hospital that is not on the list of hospitals for the canton of residence, the insurer covers its share of the fee that applies for residents of the canton in which the institution providing the inpatient treatment is situated. Except in emergency situations, admissions to acute-care hospitals must occur via the general practitioner or telemedical advice centre, or with their consent.

#### 5.4 Benefits abroad

During stays in EU member states, Iceland or Norway, insured persons are entitled to necessary medical treatment, upon consideration of the type of services and the likely duration of the stay. During stays in any other foreign countries, there is only

an entitlement to emergency treatment. An emergency is a situation in which the insured person needs medical treatment during a temporary stay abroad and a journey back to Switzerland is not appropriate. Cases in which insured persons go abroad for the purpose of this treatment are not emergencies. Within the framework of the law, Combi Care insurance covers the costs of giving birth abroad, if this occurs in order to obtain citizenship abroad. The amount of any benefit is determined according to the Federal Law on Health Insurance (FLHI/KVG). There is no need to contact the general practitioner or telemedical advice centre before making use of services abroad.

## 6. Co-payment

If a number of children from the same family are insured with the same insurer, the total annual co-payment for the children will not exceed the maximum sum of CHF 950.

The deductible and the excess are calculated on the basis of the date of treatment.

## III Obligations and rationale regarding claims

### 7. Consultation obligation and adherence to instructions

The insured persons (or a third person acting on their behalf) are obliged to follow the instructions given by physicians or other service providers and to take the cost-effectiveness of the treatment into account.

They must consult the telemedical advice centre or their general practitioner before making any appointment for medical treatment. If the insured person is referred to a different physician, a hospital or a nursing home by the attending general physician, this must be reported to the telemedical advice centre.

The physicians shall determine the appropriate treatment in consultation with the insured person. The instructions are binding for the insured person. The general practitioner or telemedical advice centre shall determine the time frame and service provider for any further treatment. If the time frame is inadequate or if there is a change in the treatment plan, the insured person must obtain the consent of the telemedical advice centre or general practitioner before resuming use of services.

Failure to comply with these obligations shall result in penalties as per art. 10 of these General Conditions of Contract.

### 8. Exceptions to the obligation to engage in prior consultation

In emergencies, prior contact with the telemedical advice centre or general practitioner is not required.

An emergency is when the insured person urgently requires treatment for medical reasons and the general practitioner or telemedical advice centre cannot be reached quickly enough for reasons of distance and/or time. The insured person is obliged to report emergency treatment to the telemedical advice centre at the first possible opportunity. If a follow-up treatment/check-up becomes necessary afterwards, this must be reported to the telemedical advice centre before the start of the follow-up treatment/check-up. With the latter's consent, the follow-up treatment/check-up can also be performed by the service provider who provided the emergency treatment. If the follow-up treatment/check-up is carried out by the selected general practitioner, it is not necessary to notify the telemedical advice centre.

For the following examinations and treatments, prior contact with the general practitioner or telemedical advice centre is not mandatory:

- Eye examinations and treatment
- Gynaecological examinations and treatment, as well as check-ups during and after pregnancy
- Services provided and arranged by paediatricians
- Dental treatment

### 9. Obligation to obtain generics and biosimilars

The insured person undertakes to request a cost-effective medicament (generics/biosimilars or a comparatively cost-effective original preparation) from the medically prescribed group of active substances. Original preparations shall be replaced by generics/biosimilars if the latter are more cost-effective and the insured person is not dependent on the original preparation for medical reasons.

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#### 9.2 Biosimilars

Biosimilars are approved products that imitate the original biologics. If the insured person chooses an original medicament for which a more cost-effective alternative is offered, the costs of the original medicament are not covered. Information about the approved biosimilars, with trade name, active substance and indication of the original preparation, is to be requested from the general physician or telemedical advice centre. Cases in which, for medical reasons, the insured person is dependent on the original preparation with high excess are excluded from this rule. Corresponding evidence from the service provider must be made available for the benefits statement.

### 10. Penalties for breaching Combi Care obligations

Rule breaches as per art. 2 (Purpose and characteristics of Combi Care), art. 5 (Scope of benefits), art. 7 (Consultation obligation and adherence to instructions) or art. 9 (Obligation to obtain generics and biosimilars) of these General Terms of Contract shall be penalised as follows:

In the event of repeated rule-breaching conduct by the insured person, the insurer is entitled to exclude the insured person from the Combi Care insurance at the end of a calendar month, with one month's notice. This is automatically followed by transfer to the insurer's ordinary basic insurance. After exclusion, re-admission to the Combi Care insurance is possible for the next calendar year at the earliest.

If the insured person makes use of outpatient or inpatient services without a referral or consent from the general practitioner or telemedical advice centre, they shall bear all associated costs themselves, except in the event of an emergency or the exceptional cases mentioned in art. 8.

The costs to be covered by the insured person shall be calculated on the basis of all services used in connection with the rule breach. This penalty applies irrespective of culpability, time or the insured person's age.

Generics/biosimilars: If the insured person chooses an original medicament for which a more cost-effective alternative is offered, the costs of the original medicament are not covered.

## 11. Rationale regarding claims

The entitlement to outstanding benefits or contributions expires five years after the end of the month for which the benefit was due and five years after the end of the calendar year for which the contribution was due (art. 24 para. 1 GPSIL/ATSG).

Co-payment is governed by art. 6 of these General Conditions of Contract.

## 12. Transfer and pledging of benefits

The insured person may neither transfer nor pledge claims against the insurer without the insurer's consent. The right to transfer claims to service providers is reserved.

## IV Start and end of the insurance

### 13. Start of the insurance

The insured person shall receive a policy as confirmation of the insurance cover. The insurance begins on the date stated in the policy. Admission to Combi Care is governed by the FLHI/KVG and the associated administrative provisions.

### 14. Changes made to the insurance by the insured person

Changing to a lower selectable deductible, to another form of insurance or to another health insurer is possible at the end of a calendar year, subject to the statutory notice periods. Accident cover can be excluded at the request of the insured person if proof of accident insurance as per FLAI/UVG (the Federal Law on Accident Insurance (FLAI/UVG)) is provided (occupational and non-occupational accidents). This exclusion shall occur on the 1st day of the month following the request, at the earliest. Inclusion of accident cover occurs immediately after the end of the accident insurance as per FLAI/UVG. The insurer is to be notified of the discontinuation of accident insurance within 30 days.

### 15. Changes made to the insurance by the insurer

If medical treatment by the selected general practitioner or the telemedical advice centre is no longer possible, the insurer is entitled to transfer the insured person to the insurer's ordinary healthcare insurance at the beginning of the following calendar month, with 30 days' notice. Grounds for this include, in particular (this list is not exhaustive):

- The insured person staying abroad for longer than three months
- A stay in a nursing home, in the nursing ward of a retirement home or in a ward for chronically ill patients at an acute-care hospital
- A stay lasting more than three months in an acute-care hospital, a psychiatric clinic, a rehabilitation clinic or similar institution
- The insured person currently serving a prison sentence
- The insured person moving their domicile out of the insurer's service area
- The general practitioner withdrawing without naming a new selectable general practitioner

### 16. Leaving the insurance

Ordinary termination of Combi Care insurance can take place at the end of the calendar year, with three months' notice. The notice of termination must reach the insurer no later than on

the last working day before commencement of the three-month notice period. Upon notification of a new premium, the insured person can change insurance at the end of the month that precedes the new premium's applicability, with one month's notice.

## 17. Abolition of Combi Care by the insurer

If the insurer abolishes Combi Care insurance at the end of a calendar year, the insured persons will be notified at least two months in advance. This is automatically followed by transfer to the insurer's ordinary basic insurance unless the insured person submits a request to the contrary or a notice of termination.

## V Premiums

### 18. Premium payment and due dates

Premiums are due for payment at the end of each preceding month (art. 90 OHI/KVV). Payments can be made annually, semi-annually, quarterly, bimonthly or monthly, whereby the insurance year commences on the 1st of January.

If the insurance is terminated early, any unused premium shall be refunded proportionately.

Premiums owing may not be offset by the insured person against outstanding benefits.

### 19. Delayed payment

If an insured person fails to pay premiums and co-payments despite being reminded to pay, they shall be warned by the insurer and granted a 30-day extension period, in which payment is to occur. If the insured person fails to pay the outstanding premiums, co-payments and default interest despite the warning, the insurer shall initiate debt enforcement. At the same time, the insurer shall inform the relevant cantonal office. Default interest of 5% must be paid on any premiums owing. Warnings are issued in writing.

The costs of the debt enforcement procedure and other expenses can be transferred to the insured person in default. In the event of a warning or debt enforcement, an administration fee can be charged.

The insured person in default cannot change insurer until they have paid the outstanding premiums, co-payments, default interest and debt enforcement costs in full.

## VI Data protection

### 20. Data protection and obligation to maintain confidentiality

All of the insurer's staff are legally obliged to maintain confidentiality as per GPSIL/ATSG. Data protection is governed by the FLHI/KVG and the GPSIL/ATSG.

The insurer can, to the extent necessary and legally permissible, disclose data to authorised third parties (e.g. service providers, other insurers and authorities) and obtain data from them.

### 21. Data exchange

From the medical advice centre, the insurer receives the personal data that it needs in order to perform the tasks assigned to it under the Federal Law on Health Insurance (FLHI/KVG), particularly in order to guarantee correct processing of Combi Care insurance. Here, the medical advice centre adheres to the

legal provisions on data protection in the FLHI/KVG, the GPSIL/ATSG and the Federal Act of 19 June 1992 on Data Protection. The insurer regularly sends lists of the persons insured under Combi Care, as well as the insurance details of the insured customers, to the medical advice centre.

## VII Administration of justice

### 22. Legal options for insured persons

If an insured person disagrees with a decision made by the insurer, they can, within a reasonable period of time, request that the insurer issue a written ruling, including a rationale and instructions on rights of appeal.

An objection to a ruling can be lodged with the insurer within 30 days. The insurer shall examine this objection and issue a written objection ruling, including a rationale and instructions on rights of appeal.

An appeal against the insurer's objection ruling can be lodged with the cantonal insurance court within 30 days. The court of jurisdiction is the insurance court in the canton of residence of the insured person or of the third party lodging the appeal. If the insured person or third party lodging the appeal is domiciled abroad, the insurance court in the canton in which their last Swiss domicile was located or in which their last Swiss employer is domiciled has jurisdiction; if neither of these locations can be determined, the insurance court in the canton where the implementing body is domiciled has jurisdiction (art. 58 GPSIL/ATSG). An appeal may also be lodged if, despite a request by the person concerned, the insurer fails to issue a ruling or an objection ruling.

An appeal against the decision of a cantonal insurance court can be lodged with the Federal Supreme Court in accordance with the Federal Supreme Court Act (FSCA/BGG).

## VIII Miscellaneous

### 23. Payout of benefits

The insured persons are obliged to give the insurer the details of a Swiss bank or PostFinance account as the address for payment.

If these details are not provided, the payout costs shall be covered by the insured persons.

If contracts make the insurer liable to pay fees to the service provider, it shall transfer its benefits to the service provider and charge the insured person for the co-payment (tiers payant system).

The insurer can offset insurance benefits owing, both against premiums owing and against outstanding co-payments, until a request to open debt enforcement proceedings is filed.

### 24. Duty to report

The insured person is obliged to immediately notify the insurer of all changes affecting the insurance relationship (name changes, change of domicile, change of general physician etc.). The insured person shall be liable for any losses incurred as a result of late notification.

The address stated on the policy is the address to which reports to the insurer or rationales regarding claims against the insurer are to be sent.

## 25. Modification of the conditions of contract

Changes to these General Conditions of Contract shall be published in the insurer's customer magazine and posted on its website.

## 26. Entry into force

These General Conditions of Contract enter into force on the 1st of January 2022. They are published on the health insurer's website. They can be modified by the insurer at any time.