

# General Conditions of Insurance (GCI)

## Health Care Insurance

### Tel Care (HIA/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

## 1. Basis and principles

### 1.1 What legal basis applies?

Tel Care insurance is a form of compulsory health care insurance. The legal basis for Tel Care insurance consists of the applicable Federal Health Insurance Act (HIA/KVG) and the Federal Act on General Aspects of Social Security Law (GSSLA/ATSG), as well as their implementing provisions and these General Conditions of Insurance (GCI).

### 1.2 Who is your Insurer?

To identify the Insurer, please refer to your insurance policy.

### 1.3 Where does the Insurer offer Tel Care insurance?

You can find out which premium regions Tel Care is offered in by referring to the document "Tel Care Catchment Areas" on the Visana website, or by contacting the relevant office.

### 1.4 What is Tel Care insurance?

Tel Care insurance is a special form of compulsory health care insurance with limited choice of service provider as per Art. 41 para. 4 KVG in conjunction with Art. 62 KVG and Art. 99-101 of the Ordinance on Health Insurance (HIO/KVV).

### 1.5 What are the principles, on which Tel Care insurance is based?

- a) In the event of a health problem, the insured persons (or a third party on their behalf) are obliged to contact the medical advice center Medi24 by telephone before arranging an appointment for treatment with any doctors, chiropractors, midwives or hospitals, unless otherwise stipulated by these General Conditions of Insurance (GCI). Medi24 gives the insured persons medical advice and, while taking into consideration the specific situation, determines the necessary clinical pathway to be followed, which is then binding upon the insured persons.
- b) If medical treatment is required after a telephone consultation, the course of treatment in the sense of Article 1.5 paragraph a also includes the choice of service provider by Medi24 and the interval in which treatment should take place. Medi24 issues a referral to a service provider from the Tel Care Physicians List. Each subsequent check-up or further referral must be agreed upon with Medi24 by telephone. Medi24 can decide which physicians, hospitals or nursing homes are to provide further treatment, according to the Tel Care Physicians List. No telephone consultation with Medi24 is required in the case of medical auxiliaries such as physiotherapists, occupational thera-

pists and logopedists who provide services on behalf of the physician.

- c) The attending physician provides initial medication. If subsequent or long-term medication is required, the Insurer (or Medi24 on the Insurer's behalf) can choose the pharmacy, from which the medication is to be obtained. The recognized pharmacies are listed in the "Tel Care List of Recognized Pharmacies". This can be found on the Visana website.
- d) If the insured person requires any devices or items (aids) as part of their course of treatment, the Insurer can oblige the insured person to obtain these from a certain service provider.

### 1.6 What benefits does Tel Care insurance encompass?

Tel Care insurance encompasses the legally mandatory benefits pertaining to illness, accident, birth defects and maternity.

### 1.7 Can you suspend the accident cover?

The accident cover can be suspended if complete accident cover is in place in accordance with the Accident Insurance Act (AlA/UVG). The suspension is to be requested from the Insurer in writing. The insured persons must notify the Insurer of any changes in accident insurance cover within one month.

### 1.8 Can you arrange a freely selectable annual deductible?

Within Tel Care insurance, it is possible to arrange a freely selectable annual deductible. The increased annual deductibles are offered in compliance with the provisions of the Ordinance on Health Insurance (HIO/KVV).

### 1.9 Where is the Insurer active?

The Insurer's sphere of activity encompasses all of Switzerland.

### 1.10 How does the Insurer communicate with you? What duty to notify do you have?

- a) **Official organ**  
Insured persons are informed about modifications of the conditions of insurance and information of a general nature in the official newspaper of the Visana Group; such information is binding. One copy of the official newspaper is sent to each household.
- b) **Insurance policy**  
All insured persons receive personal confirmation of their insurance cover in the form of an insurance policy.
- c) **Insured persons' duty to notify the Insurer**  
Insured persons have a duty to notify the organizational unit of Visana indicated on the insurance policy of all changes in personal circumstances that may affect the insurance relationship (e.g. change of domicile) within one month of such changes.
- d) **Breaches of the duty to notify the Insurer**  
Any prejudice resulting from willful violation of the obligation to notify must be borne by the insured.

## 2. Benefits

### 2.1 What is insured?

The benefits provided through Tel Care insurance are exclusively based on the Health Insurance Act (HIA/KVG).

### 2.2 What outpatient services are covered?

Tel Care insurance covers the costs of diagnostic and therapeutic measures, medication and analyses provided or prescribed by the physician, as long as they meet the criteria of KVG Article 32 (effectiveness, suitability and efficiency) and as long as this cover is envisaged in the HIA/KVG.

### 2.3 What benefits are provided in the event of inpatient treatment?

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.

### 2.4 When do you have to repay benefits received?

Benefits that are wrongfully gained or paid in error must be repaid to the Insurer.

### 2.5 When does the entitlement to benefits begin?

The entitlement to benefits begins on the day that the insurance commences. The date of treatment is decisive with regard to the entitlement to benefits.

### 2.6 Where does the insurance apply?

The benefits are essentially provided for treatment in Switzerland.

### 2.7 What services are covered abroad?

During stays in EU member states, Iceland or Norway, the insured persons are entitled to necessary medical treatment, whereby the type of services and the likely duration of the stay are taken into consideration. During stays in any other foreign countries, there is only an entitlement to emergency treatment. An emergency is a situation in which insured persons need medical treatment during a temporary stay abroad and a journey back to Switzerland is not appropriate. Cases in which the insured persons go abroad for the purpose of this treatment are not emergencies. Within the framework of the law, Tel 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 Health Insurance Act (HIA/KVG).

### 2.8 What applies in cases of multiple insurance or benefits from third parties?

The insured person must notify the Insurer of any other insurances or third parties that are also obliged to pay benefits pertaining to an insured incident, and of any received benefits or indemnity. The Insurer is to be notified of any waivers of benefits before they are signed.

Insured persons are obliged to notify the Insurer about any claims they may have against other insurance carriers or liable third parties.

### 2.9 What is the relationship with other social insurances?

The relationship between Tel Care insurance and other social insurances is based on the relevant legal provisions.

### 2.10 Are claims against third parties transferred to the Insurer?

From the date of the insured incident, the Insurer is subrogated to the rights of the insured in all claims of the insured person against liable third parties to the extent of the statutory benefits.

### 2.11 How do you receive your compensation?

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.

## 3. Premiums and co-payment

### 3.1 What premiums do you have to pay?

The Tel Care insurance premium is based on the Insurer's insurance tariff, as approved by the supervisory authority. This is calculated according to age group. Persons who are covered by military insurance for more than 60 days in succession are freed from the obligation to pay premiums as soon as this period of cover commences, as long as they notify the Insurer at least eight weeks in advance.

If this notice period is not adhered to, the Insurer will stop charging premiums from the date of notification onward, but no earlier than the start of military service.

### 3.2 What age groups apply?

The following age groups apply:

- I. Children aged 18 or under
- II. Insured persons aged from 19 to 25
- III. Insured persons aged 26 and above

Reallocation from age group I to II, or II to III, occurs at the end of the calendar year in which the age of 18/25 is reached.

### 3.3 How much of the costs do you have to pay?

In cases provided for by law, co-payment is as follows:

- Adults pay the annual deductible and the excess, which is 10%\* of the costs that exceed the deductible.
- Children pay the excess of 10%\* and (if applicable) the selected annual deductible.

\* With regard to certain single-source drugs and generics, the excess may be 20%.

The maximum annual excess is CHF 700.– for adults and CHF 350.– for children. If a number of children from the same family are insured with the same insurer, the total annual participation in costs for the children will not exceed the maximum sum of CHF 950.–.

The date of treatment is valid for calculating the deductible and the excess. In the event of hospital stays, a contribution of CHF 15.– is charged in cases provided for by law, in addition to the co-payment.

### 3.4 What happens in the event of delayed payment?

#### a) Premiums / co-payment

If an insured person fails to pay premiums and co-payments despite being reminded to pay, they will be warned by the Insurer and a 30-day extension period shall be granted, 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 initiates debt collection. At the same time, the Insurer informs the relevant cantonal office. Default interest of 5% must be paid on any premiums owing.

#### b) Warnings

Warnings are issued in writing.

#### c) Costs

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

#### d) Change of insurer

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

## 4. Admission

### 4.1 What are the terms of admission?

All insured persons can take out Tel Care insurance if their domicile under civil law is in a canton, in which the Insurer offers Tel Care insurance.

It is possible to change from ordinary basic insurance to Tel Care insurance at any time, on the first of the month.

## 5. Leaving the insurance

### 5.1 What notice periods apply?

Ordinary termination of Tel Care insurance can take place with three months' notice to the end of the calendar year. 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 new premiums, the insured person can change insurance with one month's notice to the end of the month that precedes the new premium's applicability.

### 5.2 What happens upon change of domicile?

If the domicile changes to a location outside the Tel Care catchment area, the insured person will be transferred from Tel Care to the Insurer's ordinary basic insurance at the start of the month that follows the change of domicile. The Insurer is to be notified at least one month before the insured person moves out of the Tel Care region.

### 5.3 What happens if the Insurer abolishes Tel Care insurance?

If the Insurer ceases to offer Tel Care insurance at the end of a calendar year in one or more cantons, 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.

## 6. Duties of the insured

### 6.1 What is the procedure when medical services are used, or in the event of inpatient stays?

The insured persons are obliged to do the following:

- a) To contact the medical advice center Medi24 by telephone before any use of medical services or inpatient stay and, in particular, before making an appointment with a physician.
- b) To follow the clinical pathway stipulated by the medical advice center and to contact Medi24 by telephone before every instance of further treatment.
- c) To obtain medication from the indicated pharmacies as requested by the Insurer or Medi24.
- d) To obtain any devices or items (aids) from the designated service providers as requested by the Insurer or Medi24.

### 6.2 Are there exceptions to these obligations?

It is not necessary to contact the medical advice center by telephone with regard to the following:

- a) Optical aids in cases mentioned in the List of Aids and Articles (AiArL/MiGeL)
- b) Maternity
- c) Preventative gynecological examinations
- d) Gynecological disorders
- e) Outpatient ophthalmological examinations
- f) Dental treatment
- g) Emergencies

### 6.3 What counts as an emergency and what do you have to do in the event of an emergency?

An emergency is when a person's condition is considered (by the person themselves or by a third party) to be life-threatening or in need of immediate treatment and it is no longer possible or reasonable for the insured person to notify the medical advice center first. In such cases, it is not necessary to contact the medical advice center in advance. However, emergencies are to be reported to the medical advice center afterward, as soon as possible.

### 6.4 What applies during a stay abroad?

If services are used during a stay abroad as per Article 2.7, contacting the medical advice center is not mandatory.

### 6.5 Breaches of duties from the insurance model

If the insured person breaches duties as per Article 6.1, the following applies:

- a) After one warning, the Insurer reallocates the insured person to the ordinary basic insurance. The reallocation occurs retroactively, as of January 1st in the year in which the 2nd beach of duty occurred.
- b) The retroactive reallocation from Tel Care to the ordinary basic insurance as per paragraph a is followed by reclamation of the difference in premiums for Tel Care in the year of reallocation.
- c) After a reallocation from Tel Care to the ordinary basic insurance, the option of again changing to a health care insurance with limited choice of provider is suspended for two years. This suspension period applies as of January 1st in the year in which the 2nd beach of duty occurred.

The right of the insured person to prove that the breach of duty to cooperate occurred for justifiable reasons is reserved.

## 7. Supplementary provisions

### 7.1 How is personal data processed?

Personal data is mainly processed in order to offer and provide contractual services, and to be able to advise and support insured persons with regard to reliable insurance cover that meets their needs. The Insurer also relies on the processing of personal data for customer acquisition within the scope of HIA/KVG, for meeting legal and regulatory requirements, for (further) development of its products and services, and for maintaining secure, efficient and profitable operations. Collection and benefit processing involve electronic data processing that can be classed as automated individual decision-making. Telephone conversations with our staff may be recorded to ensure proper provision of services and for training purposes.

Personal data can be stored both physically and electronically. Such data is primarily stored in Switzerland. If data is transferred to a country that lacks adequate data protection, the Insurer shall take the necessary measures to nevertheless provide adequate protection.

The Insurer shall ensure that the disclosed personal data is up to date, reliable and complete.

The Insurer obtains and uses personal data in accordance with the applicable data protection provisions, namely the Swiss Data Protection Act, and other legal requirements, in particular art. 84, 84a and 84b HIA/KVG.

Further information on the processing of personal data can be found online in the Insurer's privacy notice: [www.visana.ch/datenschutz](http://www.visana.ch/datenschutz).

### 7.2 What data is exchanged?

To the extent necessary and legally required, the Insurer can disclose data (for processing) to third parties involved in fulfillment of the contract, in Switzerland and abroad (e.g. participating insurers, medical examiners, company physicians and authorities), in particular to companies in the Visana Group, as well as to co-insurers, pre-insurers, post-insurers and reinsur-

ers. The Insurer can also specifically commission third parties to provide services for the benefit of insured persons (e.g. IT providers). The Insurer contractually obliges such third parties to maintain confidentiality and to continue to handle personal data in accordance with data protection requirements. This may include not only personal data such as names, dates of birth and insurance numbers, but also particularly sensitive personal data such as that pertaining to an individual's health. In such cases, the stricter legal requirements for the processing of particularly sensitive personal data shall be observed. In the context of Tel Care insurance in particular, the Insurer obtains from the medical advice centre the personal data that it needs in order to perform the tasks assigned to it under the Federal Health Insurance Act. In particular, the insured person's insurance number, name, date of birth and gender, as well as the respective invoice number, invoiced amount and treatment period, along with the service provider's ZSR number and name, are transferred in order to enable the Insurer to carry out checks and breach management. The Insurer shall comply with the applicable data protection provisions, namely the Swiss Data Protection Act, and other legal requirements, in particular art. 84, 84a and 84b HIA/KVG. The Insurer regularly transfers lists of persons insured under Tel Care insurance, along with the insurance details of such persons, to the medical advice centre.

### **7.3 What can you do if you disagree with a decision made by the Insurer?**

Insured persons who disagree with a decision made by the Insurer can demand a ruling as per Art. 49 ATSG.

## **8. Issue and entry into force**

### **8.1 When do the GCI enter into force?**

These General Conditions of Insurance (GCI) enter into force on 1/1/2023.

Such may be modified by the Insurer at any time.