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Compulsory health insurance

General terms and conditions of insurance (GTC)
2020 version

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Purpose of the insurance

Compulsory health insurance covers the costs of diagnosis and treatment in the case of illness, accident and maternity under the Federal Law on Sickness Insurance (KVG). Policyholders can take out health insurance with a standard or optional franchise and choose an alternative insurance model in the form of a special type of insurance.

1 Basic information about the insurance

1.1 Statutory provisions

This insurance is based on the provisions of the Swiss Federal Act of 6 October 2000 on General Aspects of Social Security Law (GSSLA), the Federal Law on Sickness Insurance dated 18 March 1994 (KVG) and the implementing provisions belonging thereto as well as the existing General terms and conditions of insurance (GTC) and supplementary Special Terms and Conditions of Insurance (STCI).

Swiss law and cantonal law take precedence over these General terms and conditions of insurance (GTC).

1.2 Validity

The General terms and conditions of insurance (GTC) include the general terms and conditions for compulsory health insurance. These also apply to the alternative insurance models:

- casamed family doctor
- casamed hmo
- casamed pharm
- callmed 24
- flexhelp24

provided that the individual alternative insurance model is not governed by a different regulation in the form of Special Terms and Conditions of Insurance (STCI).

1.3 Residents of the EU, Iceland or Norway

In addition, with the entry into force of the Agreement on the Freedom of Movement of Persons between Switzerland and the European Union (EU), deviating provisions must be respected, which relate in particular to the group of policyholders, their rights and obligations, the insurance relationship, benefits, premiums and cost contribution.

1.4 Application to insurance companies in the Sympany Group

To make these General terms and conditions of insurance (GTC) easier to read, the name «Sympany» also represents:

- a Vivao Sympany AG
- b Moove Sympany AG
- c Kolping Krankenkasse AG

2 Policy terms and conditions

2.1 Validity of the Special Terms and Conditions

When an alternative insurance model is taken out, Special Terms and Conditions of Insurance (STCI) apply in addition to these General terms and conditions of insurance (GTC) and they take precedence over these General Terms and Conditions of Insurance (GTC).

2.2 Use of language

The masculine form used in these General Terms and Conditions of Insurance (GTCI) applies to both genders.

3 Insurance company

The insurance company is the health insurance company specified in the insurance policy.

4 Subject of the insurance

The people specified in the policy are insured against the economic consequences of illness, maternity and accident. The accident risk is covered if it is specified on the insurance policy.

5 Definitions

5.1 Illness

Illness is deemed to be a physical, mental or psychological health condition which is not the result of an accident and which requires medical treatment or prevents the policyholder from working.

5.2 Maternity

Maternity includes pregnancy, delivery and the mother's subsequent recuperation period.

5.3 Accident

An accident is deemed to be the sudden, unintentional, harmful impact of an unusual external factor on the human body resulting in a physical, mental or psychological health condition or death. Work-related illnesses and physical injuries similar to accidents are deemed to be equal to an accident.

6 Insurance relationship

The group of individuals subject to compulsory insurance complies with the statutory provisions.

7 Insurance application

The applicant must submit the insurance application in writing using the form intended for that purpose. All of the questions on the form must be answered in order for it to be accepted.

8 Insurance commencement date

8.1 General

The insurance begins on the day that the application is confirmed as accepted. The policyholder receives the policy as confirmation.

8.2 Delayed registration

If the policyholder is delayed in entering into a policy, the insurance cover will begin at the time he enters into it. In the event of a non-excusable delay, a premium supplement may be payable in accordance with the statutory provisions.

9 Changes to the insurance

9.1 Adjustment of the franchise

The franchise can be adjusted with effect from 1 January of the following year.

9.2 Exclusion of accident cover

The accident cover against work-related and non-work-related accidents can be excluded if evidence of accident cover under the Federal Law on Accident Insurance (AIL) is produced. The exclusion takes place as of the first day of the month following the application.

9.3 Inclusion of accident cover

Accident cover is included as soon as the accident cover under AIL ends. The policyholder must inform the insurance company immediately when the insurance cover under AIL lapses.

10 Suspension

The insurance obligation is suspended for people who are subject to the Swiss Federal Act on Military Insurance (MIA) for more than 60 consecutive days. The procedure for suspending insurance and the relevant obligations to provide information and notify the insurance company comply with the implementation provisions relating to the Federal Law on Sickness Insurance (KVG).

11 End of the insurance

The insurance ends:

- a when cancelled
- b when the policyholder moves abroad, except when the insurance obligation continues to apply
- c in the event of death

12 Cancelling the insurance

12.1 Withdrawal

The policyholder can withdraw from the policy with effect from 31 December provided that three months' notice is given. The withdrawal must be made in writing.

12.2 Withdrawal during the year

If no optional franchise or alternative insurance model is chosen, the policyholder can withdraw with effect from 30 June provided that three months' notice is given. The withdrawal must be made in writing.

12.3 Withdrawal when the premium is changed

If the policyholder is notified of a new premium, he can cancel the policy with effect from the end of the month preceding the commencement of the validity period of the new premium provided that one month's notice is given.

12.4 Notification from the subsequent insurance company

The insurance relationship only ends when the new insurance company gives notification that the person in question is insured with them without interruption of the insurance cover.

12.5 Withdrawal when there are outstanding payments

The insurance company can only be changed if there are no outstanding payments.

12.6 Withdrawal from an alternative insurance model

Deviating provisions of the alternative insurance models remain reserved.

13 Illness benefits

The benefits that are paid are those according to statutory law.

14 Accident benefits

If accident risks are insured, the same benefits are paid as in the case of illness.

15 Benefits when abroad

15.1 Emergencies

The costs for emergency treatment when abroad are paid. An emergency is when the policyholder requires medical treatment during a temporary stay abroad and cannot be expected to return home. The benefits are provided for as long as the policyholder cannot, from a medical point of view, be expected to return home.

15.2 Scheduled treatment

No benefits will be paid for diagnostic procedures, treatment, care or childbirth undergone by the policyholder while abroad. The exceptions under statutory law remain reserved.

15.3 Border commuters

Border commuters and other persons who are resident in an EU member state and who are subject to compulsory insurance in Switzerland in accordance with the Agreement on the Freedom of Movement of Persons can receive treatment in their home country in accordance with the provisions of the Agreement on the Freedom of Movement of Persons.

16 Liability resulting from medical treatment

Liability for diagnostic and therapeutic services lies solely with the service providers chosen by the policyholder.

17 General obligations

The policyholder must follow the doctor's instructions, do everything that aids recovery and refrain from anything that might delay his convalescence.

18 Proof of claim

If insurance benefits are claimed, the detailed original invoices must be submitted for benefit assessment no later than five years after the invoice was issued. After this time period, any claim for benefits expires.

19 Obligations to report to and notify the insurance company

19.1 Notification of an accident

If accident benefits are claimed, the accident notification form must also be completed and submitted. Sympany must receive the accident notification no later than ten days after the accident occurred.

19.2 Policyholder cooperation

The policyholder must provide Sympany with all the information needed to evaluate a claim for benefits, free of charge. This also includes the decisions of other social insurance organizations and supporting documents from any private insurance companies.

19.3 Authorization to share information

The policyholder must authorize all people and organizations, i.e. employers, doctors, hospitals, therapists, insurance companies and public authorities, to provide the information needed to evaluate a claim for benefits.

19.4 Information about third-party benefits

The policyholder is obliged to inform Sympany immediately about any third-party benefits (e.g. accident, third-party liability,

military or invalidity insurance) and settlement agreements if Sympany must pay benefits in the same insurance case.

19.5 Failure to uphold the obligation to notify the insurance company

The policyholder is responsible for any negative consequences arising as a result of breaching the reporting and notification obligations.

20 Cessation of entitlement to benefits

No benefits are paid for treatment and procedures which are not effective, appropriate or cost-efficient. For this purpose, efficacy must be proven by scientific methods.

21 Limitations on benefits

No benefits are provided:

- a in the event of an illegal claim to benefits provided by Sympany
- b if the policyholder refuses to be examined by an independent medical examiner
- c for the duration of the delay if the policyholder is delayed in entering into a policy
- d while a benefit is suspended due to a default in payment.

Statutory provisions to the contrary remain reserved for accidents or the consequences thereof, which the policyholder has deliberately brought about; in such cases, the insurance benefits will be reduced and, in especially serious cases, refused

22 Assigning and pledging benefits

The policyholder may not assign or pledge claims against Sympany without its permission. The assignment of claims to service providers remains reserved.

23 Set-off, obligation to reimburse benefits

23.1 Set-off

The policyholder cannot assert a right of set-off against Sympany.

23.2 Reimbursement of benefits

Any benefits which the policyholder has wrongfully received must be reimbursed to Sympany.

24 Advance payments

Advance payments from Sympany to other social insurance organizations comply with the Swiss Federal Act on General Aspects of Social Security Law (GSSLA).

25 Third-party benefits

25.1 Order of liability

Insofar as the compulsory health insurance benefits coincide with similar benefits provided by other social insurance organizations in the event of a claim, Sympany's obligation to pay complies with the statutory provisions.

25.2 Recourse

Regarding insurance companies that are liable for a claim, Sympany stands up for the policyholder's benefit claims at the time of the event up to the amount of the statutory benefits. The details regarding the exercising of the right of recourse comply with the statutory provisions.

25.3 Policyholder notification

The policyholder has an obligation to declare his claims against other insurance companies and third parties which are obliged to pay and may not waive these benefits wholly or partially without Sympany's express permission.

25.4 Reduction of benefits

If another health, accident or social insurance provider reduces its benefits for reasons which also entitle Sympany to reduce benefits, Sympany will not reimburse the shortfall caused by the reduction.

26 Paying out benefits

26.1 Valid currency

Sympany pays out benefits in Swiss francs only.

26.2 Transferring payments

Sympany pays out benefits to the policyholder's specified post office or bank account. If the policyholder fails to specify an account, Sympany may invoice him for a flat rate charge to cover expenses each time benefits are paid.

27 Standard franchise

Adult policyholders pay the annual franchise in one fixed amount per calendar year.

28 Optional franchises

28.1 Premium discounts with optional franchises

The premium may be reduced when a higher franchise is chosen.

28.2 Group of policyholders

All policyholders have the option of taking out an insurance policy with an optional franchise.

28.3 Taking out an optional franchise

A higher franchise may only be chosen with effect from the beginning of a calendar year.

28.4 Changing optional franchises

It is possible to change to a lower franchise from the end of a calendar year provided that three months' notice is given.

28.5 Optional franchises when entering into a policy during the year

The optional franchise is collected pro rata temporis when entering into a policy during the year.

29 Premiums

29.1 Premium scale

Premiums are determined using a premium scale.

29.2 Regional differences

Premiums may be ranked according to regional cost differences.

30 Premium discounts

Discounted premiums apply:

- a for children and young people up to the age of 18
- b for adults up to the age of 25
- c when accident cover is suspended
- d for policyholders who take out an insurance policy with an optional franchise

e for policyholders who take out an alternative type of insurance policy

31 Payment of the premium

Premiums are payable in advance. The shortest payment period is one calendar month. The premiums must be paid without interruption, i.e. even in the event of illness, accident, inability to work or lapse of entitlement to claim. If the insurance policy is cancelled during a calendar month, the contributions for the days which are not covered by the insurance are reimbursed.

32 Rebalancing excessively high premium income

In cantons where the income from premiums is considerably higher than the cumulative costs, Sympany may rebalance the premium in the following year.

33 Fees

33.1 Reminder and debt collection fees

In addition to the costs involved in debt collection proceedings, Sympany may also invoice policyholders who default on payments for appropriate processing costs, handling costs, reminder costs and interest on arrears.

33.2 Payment in instalments

If payment in instalments is agreed during debt collection proceedings, Sympany may invoice the policyholder an instalment fee for the additional administration involved.

34 Duty of confidentiality

Sympany employees are bound by a legal duty of confidentiality.

35 Administration of justice

35.1 Order

If a policyholder disagrees with a decision made by Sympany, Sympany will, upon request, issue a written, substantiated order within 30 days along with information about the right to appeal.

35.2 Objection

An objection against Sympany's order can be raised within 30 days of notification. Sympany assesses the objection and issues a written, substantiated decision on the objection with information about the right to appeal.

35.3 Appeal procedure

An appeal against Sympany's decision on the objection can be filed at the cantonal insurance court within 30 days of notification.

Anyone who is affected by the contested order or decision on the objection and has an interest worthy of protection in having it overturned or changed has a right to appeal.

The responsible court is the insurance court of the canton of residence of the policyholder or the third party submitting the appeal. The insurance court can also be involved if Sympany does not issue an order or decision on the objection within the time limit.

If the policyholder or third party submitting the appeal resides abroad, the responsible court is the insurance court of the Swiss canton where the complainant last resided or where his last Swiss employer is domiciled. If neither of these places can be

ascertained, the insurance court of the canton of Basel-Stadt is responsible.

36 Legal force

If no action is brought within the time limit for appeals, Sympany's order or decision on the objection enters into legal force. The legally binding orders regarding monetary payments are equivalent to enforceable court judgements according to Article 80 of the Swiss Debt Enforcement Bankruptcy Act (SchKG).

37 Legal protection

In disputes about fees between the policyholder and service providers according to the KVG, Sympany may, at the policyholder's request, take over representation of the policyholder before the responsible courts at its own expense insofar as the legal request does not seem futile.

38 Data protection

Policyholders' data is processed in accordance with the provisions of the Swiss Data Protection Act of 19 June 1992, Article 33 of the Swiss Act of 6 October 2000 on General Aspects of Social Security Law (GSSLA, SR 830.1) and Articles 84, 84a and 84b of the Federal Law on Sickness Insurance SR 832.10). Data from international insurance relationships is processed in accordance with the applicable provisions (e.g. GDPR [EU] 2016/679 of 27 April 2016). Data is collected from the policyholder for the purpose of processing the insurance policy (e.g. processing benefits, debt collection or document management). To this end, only data that serves this purpose is collected.

39 Entry into force

These General terms and conditions of insurance come into force on 1 January 2020 and replace all previous rules and terms and conditions regarding compulsory health insurance under statutory law.

