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General Conditions of Insurance (GCI) for the PRAXMED HMO model

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Introduction

«KLuG Krankenversicherung», hereinafter KLuG, is the insurer according to these general insurance conditions and provides their insurance offer effective 1 January 2022 under the registered trademark KLuG.

A. General provisions

Article 1 Objective and purpose

1. The HMO model has the following objectives:
 - Support for a responsible and healthy lifestyle for the insured person
 - Promotion of the relationship of trust between HMO doctor / practice and patient
 - Improvement in the quality and efficiency of medical services and reduction in healthcare costs
2. The HMO doctor or HMP practice coordinates all treatments, operations and admissions.

Article 2 Legal basis

1. The HMO model is a compulsory health insurance with limited choice of providers and provides a special form of insurance within the meaning of art. 41 para. 4 KVG in connection with art. 62 para. 1 KVG.

B. Insurance relationship

Article 3 Insurance option

The HMO model is open to all interested persons who are resident in those areas where KLuG operates this form of insurance.

Article 4 Admittance

Membership of the regular health insurance under the HMO model can be started at any time on the first day of the month following the application.

Article 5 Choice of HMO doctor / HMO practice

The insured person voluntarily restricts themselves when choosing the doctor by selecting an HMO doctor or HMO practice from the list published by KLuG and always consults this doctor first for any medical treatment.

Article 6 Changing HMO doctor / HMO practice

1. In justified cases, the insured person can change their chosen HMO doctor or HMO practice on the first of the following month. They shall notify their health insurance and their HMO doctor or HMO practice in writing.

2. In the following cases, the insured person may switch to another HMO doctor or another HMO practice without following a notice period:
 - a. when the insured person changes their residence
 - b. when the HMO doctor or HMO practice is transferred to another political community;
 - c. in the event of a dispute between the insured person and the chosen HMO doctor or HMO practice; the only condition is to inform them of the change

Article 7 Change to insurance

1. The change from regular health insurance to the HMO model is possible at any time (article 100 ABS 2 KVV) unless a change to the compulsory health insurance of another insurer takes place.
2. The change from the HMO model to another form of insurance or to another health insurer is subject to compliance with the provisions of art. 7 para. 1 and 2 KVG by complying with fixed notice periods at the end of a calendar year.
3. Premature withdrawal from the HMO model is possible at any time under the following conditions:
 - Change of residence of the insured person to a region in which KLuG does not operate the HMO model. The insured person informs KLuG of such an event.
 - KLuG abandons the operation of the HMO model. KLuG health insurance informs the insured person in the event of such an event.
4. If the residence is transferred abroad, the insurance ends in any case on the day of the actual departure from Switzerland. KLuG is to be informed about the departure.
5. If medical treatment by the HMO doctor or HMO practice is not or is no longer possible for any of the reasons listed below, KLuG is entitled to transfer the insured person to the compulsory health insurance with notice and adherence to a period of 30 days to the end of a calendar month:
 - Residence abroad, which entails an absence from Switzerland of more than 3 months
 - The chosen HMO doctor or the chosen HMO practice is no longer available (e.g. due to withdrawal, practice assignment, etc.) and no new HMO doctor or practice was reported within 30 days despite a request from the insured person.

C. Basic principles and insurance benefits

Article 8 Principle

For outpatient, semi-inpatient and inpatient treatment as well as the prescription for the purchase of medicines and aids, unless otherwise provided for in the general insurance conditions, the HMO doctor or HMO practice must always be consulted first. If necessary, the latter refer the insured person to a specialist doctor or to medical assistants or arrange for inpatient services.

Article 9 Exceptions

1. **Emergencies**
Emergency treatments are covered under the compulsory health insurance, regardless of whether the treatment is carried out by the HMO doctor or the HMO practice or an emergency doctor.
An emergency occurs when the condition of a person is considered by themselves or by third parties to be life-threatening or in need of immediate treatment. A new or recurring health problem, even outside office hours, is not considered an emergency.
KLuG reserves the right to order a review of medical necessity by the HMO doctor or HMO practice GP or a trusted physician of KLuG.
2. **Gynaecologist**
For gynaecological examinations and treatments as well as the obstetric care from doctors specialising in gynaecology and obstetrics, KLuG grants the insured person free choice. Prior to gynaecological surgery, the HMO doctor or HMO practice must be consulted and the consent of the HMO doctor must be obtained.
3. **Ophthalmologist**
For ophthalmological examinations and treatments, KLuG grants the insured person free choice. Prior to ophthalmic surgery, the HMO doctor or HMO practice must be consulted and the consent of the HMO doctor must be obtained.
4. **Paediatrician for children up to the age of 12.**
For paediatric examinations and treatments for a paediatrician, KLuG grants free choice for children up to the age of 12.

Article 10 Service offer

The HMO model guarantees all services of the compulsory health insurance according to KVG, with the exception of the free choice of doctor.

D. Premiums

Article 11 Premium discount

The insured persons of the HMO model receive a discount on the premium of the compulsory health care insurance according to KVG. This is based on the premium rate KLuG health insurance.

Article 12 Cost sharing

The provision on excesses and cost sharing is based on the premium rate of the compulsory health insurance (KVG).

E. Cooperation obligations

Article 13 Information on membership of the HMO model

1. At each HMO doctor or HMO practice visit, the insured person shall ensure that the HMO doctor or HMO practice is aware of their insurance model and shall identify themselves as insured in the HMO model in case of emergency.

Article 14 Emergency treatments

If an emergency within the meaning of article 9, point 1 of the general insurance conditions requires hospitalisation or outpatient treatment by an emergency doctor, the insured persons are obliged to send a certificate and a report from the emergency doctor to their HMO doctor or HMO practice at the earliest possible date.

Article 15 Referrals by the HMO doctor / practice

1. Any treatment provided by a specialist, medical assistant or hospital requires referral from the HMO doctor or HMO practice
2. The insured person agrees to provide evidence, at the request of the insurer, that the treatments, operations and hospitalisations have been initiated by their HMO doctor or HMO practice.

Article 16 Operations

If a specialist doctor (including a gynaecologist and ophthalmologist) recommends a surgical procedure, the insured person is obliged to obtain the consent of the HMO doctor or the HMO practice before this operation.

Article 17 Admission to hospitals and outpatient clinics

With the exception of emergencies within the meaning of article 9, point 1, hospitalisation shall only be permitted with the consent of the HMO doctor or HMO practice.

Article 18 Spa and rehabilitation stays

The insured person is obliged to consult their HMO doctor or HMO practice at least 14 days before starting a spa treatment or a rehabilitation stay if they wish to claim insurance benefits. The HMO doctor or the HMO practice can only make a recommendation for this.

Article 19 Forwarding of patient file in case of change to HMO doctor / practice

By signing the insurance application, the insured person agrees that in the event of a HMO doctor / practice change, their complete patient file will be forwarded directly from the previous HMO doctor or HMO practice to the HMO doctor or HMO practice newly designated by the insured person.

Article 20 Data transfer and data protection

The insured person agrees that their HMO doctor or their HMO practice will be informed by KLuG about the costs incurred by third-party providers. KLuG and the HMO service providers share with each other or commissioned third parties the data necessary for the administration of the HMO model.

KLuG transmits inventory and performance data to the operator of the HMO model RVK on a regular basis.

The data transmitted will be used exclusively for the purpose of verifying compliance with the general insurance conditions and for no other purposes. When exchanging data, KLuG and the HMO service providers comply with the data protection regulations of the KVG, the general section of the social security law (ATSG) and the Federal law on data protection (DSG).

F. Penalties

Article 21 Violation of cooperation obligations and penalties

1. Reduction of the obligation to provide services
In the event of non-compliance with the insurance conditions, KLuG is entitled not to assume, or only partially, costs for services that have not been carried out or ordered by the HMO doctor or the HMO practice or which contradict their instructions.

2. Exclusion from the PRAXMED HMO model insurance and transfer to standard BASIC insurance
In the event of repeated non-compliance, insured persons may be excluded from the HMO model at the end of a calendar month for the current and subsequent calendar year, subject to a notice period of 30 days, and transferred to the compulsory health insurance.
3. Written notification and proof of the insured person's debt
If measures are taken, notification is made in writing and with the reasons stated. The insured person reserves the right to prove that the breach of the obligation to cooperate was for excusable reasons.

G. Final provisions

Article 22 Entry into force of the relationship to the general insurance conditions

1. The HMO model forms a type of insurance. Unless these general insurance conditions contain other provisions, the articles of association and the general insurance conditions of KLuG shall apply. In any case, the legal regulations remain reserved.
2. These insurance conditions shall enter into force on 1 January 2022.

Translation: Only the original German text approved by the Swiss Supervisory Authority is binding.