
Compact One

Mandatory basic health insurance (with compulsory initial consultation by phone)
pursuant to the Swiss Federal Health Insurance Act (KVG/LAMal)

General terms of insurance

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Insurance carrier: Compact Grundversicherungen AG

Overview of insurance

Mandatory basic health insurance covers the costs of treatment in the event of *illness*, accident and *maternity within* the scope of the Swiss Federal Health Insurance Act (KVG/LAMa). Insurance can be taken out with a regular deductible or an elective deductible.

Compact One is an alternative model (a special form of insurance with restrictions on the choice of care provider) of mandatory basic health insurance pursuant to the Swiss Federal Health Insurance Act (KVG/LAMa). When taking out Compact One insurance, the insured person declares that he is prepared to consult the telemedicine centre before medical treatment. This hotline is available to insured persons around the clock, 365 days a year. It provides insureds with advice on health problems and lays down a binding further course of treatment.

Compact Grundversicherungen AG encourages and supports measures – which also require the insured person to take responsibility and make an active contribution – designed to ensure lasting cost reductions and appropriate healthcare. For certain measures, Compact Grundversicherungen AG may also reduce or waive the insured person's regular cost share.

Terms written in italics are explained in the glossary in the appendix to the Compact One general terms of insurance. The glossary is an integral part of these general terms of insurance.

Scope of insurance

1 Basis of insurance

- 1 Compact One is an alternative model (special form) of mandatory basic health insurance with restrictions on the choice of care provider as per Art. 41 para 4 of the Swiss Federal Health Insurance Act (KVG/LAMa) and Art. 99 of the Health Insurance Ordinance (KVV/OAMa).
- 2 If any matter is not dealt with specifically in these general terms of insurance, the Swiss Federal Health Insurance Act (KVG/LAMa) and the Swiss Federal Act on the General Part of Social Insurance Law (ATSG/LPGA) in conjunction with the related ordinances shall apply.
- 3 Federal law and cantonal law, in that order, have precedence over these general terms of insurance.
- 4 In this document the masculine form refers to both genders.

2 Object of the insurance

Compact Grundversicherungen AG (hereinafter "Compact") insures the financial consequences of *illness*, *maternity* and *accidents*. The coverage includes the risk of accident if specified in the insurance policy.

3 Geographic coverage

Geographic coverage is governed by the provisions of the Swiss Federal Health Insurance Act (KVG/LAMa).

Benefits

4 Scope of benefits

Compact pays the benefits for outpatient and inpatient treatment stipulated by law, provided that this treatment is provided as part of the course of treatment laid down by the *telemedicine centre*.

5 Cost share

The cost share paid by the insured person comprises the following:

- Annual deductible
- Copayment (percentage of claim)
- Hospital copayment

6 Third-party benefits

- 1 The insured person must inform Compact without delay as per Art. 28 of the Federal Act on the General Part of the Social Insurance Law (ATSG/LPGA) of all benefits provided by third parties (e.g. under accident, liability, military or disability insurance) and of any agreements regarding lump-sum settlements if Compact is liable to pay benefits for the same insurance claim.
- 2 If Compact pays benefits on behalf of a third party, the insured person must assign his claims to Compact to the amount of the benefits Compact is obliged to pay.
- 3 Agreements between the insured person and third parties are not binding for Compact.

7 Liability

Liability for therapeutic and diagnostic services lies exclusively with the care providers treating the insured person (e.g. doctors, therapists, *telemedicine centre*).

Obligations and establishment of claims

8 General obligations

The insured person is obliged to comply with the instructions of doctors or other care providers and endeavour to ensure that the treatment is economical. Specifically, the insured person must

- restrict his use of services to the extent necessary from a medical point of view;
- keep to defined treatment programmes;
- make reasonable efforts of his own to ensure recovery.

9 Teleconsultation with the *telemedicine centre*

- 1 The insured person is obliged to contact the *telemedicine centre* by phone before undergoing medical treatment. The telemedicine centre gives the insured person medical advice and, taking account of the individual situation, lays down the optimum course of treatment; this course of treatment is binding for the insured person.
- 2 If medical treatment is indicated on the basis of the teleconsultation, the course of treatment described in paragraph 1 above also includes the choice of care provider and a time slot for the treatment. Under the terms of Art. 99 of the Health Insurance Ordinance (KVV/OAMa), Compact may limit the choice of care provider.
- 3 The time slot for medical treatment covers the probable duration of the treatment and the probable number of consultations required. If this time slot is not sufficient for the treatment, the insured person must contact the *telemedicine centre* again before the time slot has elapsed.
- 4 If inpatient hospitalisation is indicated as part of the course of treatment described in para 1 above, the insured person is obliged to contact the *telemedicine centre* before registering with a hospital. Exceptions to this are emergencies as per point 10, para 1 below.

10 Exceptions to compulsory consultation

- 1 In emergencies it is not absolutely necessary to contact the *telemedicine centre* before treatment. However, the insured person is obliged to report any treatment undergone to the *telemedicine centre* within ten days, and at the latest before any follow-up treatment.

An emergency is defined as a situation where the condition of the insured person is deemed to be life-threatening or requiring immediate treatment. A health problem outside surgery hours is not necessarily deemed to be an emergency.

- 2 In the following cases it is not necessary to contact the *telemedicine centre*:
 - Gynaecological check-ups
 - Maternity examinations, including childbirth
 - Vaccinations
 - Dental treatment

11 Management measures

- 1 If a *disease management programme* is indicated under Compact on the basis of the teleconsultation as per point 9 above, the insured person is obliged to participate in such a programme.
- 2 If coordination by *case management* is indicated on the basis of the teleconsultation as per point 9 above, the insured person undertakes to be managed through the treatment by the Compact *case manager*.
- 3 If the insured person requires drugs, medical aids or laboratory services in connection with a course of treatment as per point 9 above, Compact can require the insured person to obtain them from a care provider stipulated by Compact.
- 4 If a drug or medication has to be prescribed or supplied as part of a course of treatment as per point 9 above, the insured person must in all cases request a generic product. When granting claims for generics, Compact may reduce or waive the insured person's percentage copayment as per point 5 above.

12 Violations of obligations under the insurance model

- 1 If the insured person violates the obligation to consult the *telemedicine centre* as per point 9.1 above, Compact will transfer him to Compact Basic insurance effective retroactively as of January 1 of the year in which the obligation was violated for the second time.
- 2 If the insured person refuses a management measure as per point 11 paras 1 to 3 above, he will be given time to reconsider. If he subsequently continues to refuse, Compact will transfer him to Compact Basic insurance, effective retroactively as of January 1 of the year in which he refused to participate in the measure.
- 3 If an insured person is transferred retroactively from Compact One to Compact Basic as per paras 1 and 2 above, he must refund the premium discount granted for Compact One in the year the transfer takes place.
- 4 Following a transfer from Compact One to Compact Basic, a transfer back to Compact One is prohibited for two years thereafter.

13 Establishment of claims

- 1 When benefits are claimed, detailed original invoices must be submitted to Compact within five years of the date of invoicing. Any entitlement to claim benefits expires once this period has elapsed.
- 2 If the establishment of claims includes medical prescriptions, original copies of these prescriptions must be submitted.
- 3 When accident benefits are claimed, the accident report form must also be submitted.

14 Foreign invoices

Foreign invoices and documents must be submitted in German, French, Italian or English. Invoices and documents in any other language must be accompanied by a translation. The rules set down in the agreements with EU and EFTA states on the free movement of persons take precedence.

15 Assignment and pledging of benefits

The insured person may neither assign nor pledge claims on Compact without the permission of Compact, except in cases where claims are assigned to care providers.

Commencement and end of insurance coverage

16 Commencement of insurance

Commencement of coverage is governed by the provisions of the law. The insured person receives an insurance policy document as confirmation of his insurance coverage.

17 Amendments to insurance initiated by the insured person

- 1 An insured person may transfer from Compact Basic insurance to Compact One with effect from the start of any month.
- 2 A transfer from Compact One to Compact Basic insurance or another form of insurance is possible with effect from the end of a calendar year subject to the period of notice stipulated in point 20 para 1 below. This is subject to point 20 para 2 of these general terms of insurance and Art. 7 paras 3 and 4 of the Swiss Federal Health Insurance Act (KVG/LAMal).
- 3 The annual deductible can be adjusted annually as of January 1; the periods of notice stipulated in 20 below must be adhered to in the case of switches to a lower deductible.
- 4 Accident coverage can be excluded if it can be shown that the insured person is insured for accidents (occupational and non-occupational) under the Swiss Federal Law on Accident Insurance (UVG/LAA). The exclusion will take effect on the first day of the month following written application at the earliest.
- 5 Accident coverage will be included immediately once accident coverage under the Swiss Federal Law on Accident Insurance (UVG/LAA) expires. Compact must be notified of the exclusion of accident insurance within 30 days.

18 Amendments to insurance initiated by Compact

- 1 Compact will transfer insured persons to Compact Basic insurance in the following cases:
 - If the insured person can no longer meet the telephone consultation requirement before seeking medical treatment;
 - If the insured person spends more than three months abroad;
 - If the insured person violates the compulsory teleconsultation requirement as per 9 above;
 - If the insured person refuses to participate in management measures as per 11 above

With the exception of the provision stipulated in point 12 paras 1 and 2 above, the transfer shall be made on the first day of the month, subject to thirty days' notice.

- 2 Compact may suspend Compact One with effect from the end of a calendar year, subject to notice of two months. Thereupon, with effect from January 1 of the new year, insured persons will be transferred to Compact Basic.

19 Suspension

Mandatory basic health insurance pursuant to the Swiss Federal Health Insurance Act (KVG/LAMal) will be suspended for insured persons who become eligible for military insurance for more than 60 consecutive days. Compact must be notified at least 8 weeks before the insured person commences military service. If Compact is not notified until after this deadline, coverage will be suspended with effect from the next possible date, but in any case no later than 8 weeks after notification. Compact will refund any premiums already paid or credit them against subsequent premiums. For his part, the insured person is obliged to notify Compact if his military service ends prematurely. In this case the duration of the suspension will be reduced accordingly.

20 Termination of insurance

- 1 An insured person switching to another insurer may terminate his insurance with effect from December 31 subject to 3 months' notice.
- 2 An insured person may also terminate his insurance with effect from the end of the month before a newly announced premium takes effect; in this case termination is subject to one month's notice. This does not apply if the premium is being adjusted because the insured person has changed his place of residence or switched to another insurance model.
- 3 Coverage ends once confirmation of coverage has been received from the new insurer.

21 End of insurance coverage

Coverage ends

- if the insurance is terminated as per point 20 above;
- if the insured person is no longer subject to mandatory health insurance;
- in the case of cross-border commuters as per Art. 7 para 4 of the Health Insurance Ordinance (KVV/OAMal);
- in the case of insured persons who are not subject to Swiss social security legislation pursuant to Art. 9 of the Health Insurance Ordinance (KVV/OAMal);
- on the death of the insured person.

Premiums

22 Payment of premiums and due dates

- 1 Premiums are due on the first day of the month in question. Payments may be made on an annual, semiannual, quarterly, bimonthly or monthly basis, with the insurance year beginning on January 1. Premiums can be paid via paying-in slip (inpayment slip with reference number (ISR)), bank direct debit, Debit Direct or e-billing.
- 2 If the insurance is terminated prematurely, the premium due for the unused period of insurance will be refunded.
- 3 The insured person may not offset premiums due against benefits due.

23 Payment reminders and consequences of default in payment

- 1 If, despite receiving a final reminder, the insured person fails to pay due premiums or cost shares and an application for continuation has been filed as part of debt enforcement proceedings, Compact shall suspend payment of benefits to the insured person until the outstanding amounts, including reminder fees, interest on arrears and debt enforcement costs, have been paid in full. At the same time, Compact shall notify the suspension of benefits to the cantonal authority responsible for monitoring compulsory insurance.
- 2 If the insurance is terminated as per point 20 above, the switch to the other insurer is only possible once the outstanding amounts, including reminder fees, interest on arrears and debt enforcement costs, have been paid in full.
- 3 Compact will charge reasonable fees and interest on arrears for payment reminders and debt enforcement proceedings.

Miscellaneous

24 Acceptance of the insurance policy

If the contents of the insurance policy or the supplements thereto do not coincide with the agreements reached, the policyholder must ask for a correction within four weeks of receipt of the policy, failing which the contents shall be deemed to have been approved by him.

25 Data capture and processing

- 1 Compact ensures compliance with the data protection provisions of Swiss law, namely the Swiss Federal Law on Data Protection (DSG/LPD), and in particular Art. 33 of the Federal Act on the General Part of the Social Insurance Law (ATSG/LPGA) and Art. 84 ff. of the Swiss Federal Health Insurance Act (KVG/LAMal).
- 2 Within the limits of the statutory provisions, Compact may obtain the information required for the provision of insurance coverage, process this information electronically, and forward it to third parties for processing.
- 3 In taking out Compact One insurance, the insured person authorises the *telemedicine centre* to view treatment and billing information connected with his medical care.
- 4 Compact is entitled to pass on information necessary for the provision of Compact One coverage to the *telemedicine centre* in compliance with the relevant professional confidentiality and data protection requirements.

26 Payment of benefits

- 1 Compact will pay benefits to a postal or bank account on a monthly basis. If other forms of payment are requested, Compact may charge a fee to cover the extra expense involved. Payments will be made to addresses in Switzerland.
- 2 If Compact owes fees to a care provider on the basis of contracts, Compact will pay benefits directly to the care provider and invoice the insured person for his share of costs.
- 3 Compact may offset benefits against its claims on the insured person provided that the payment of benefits has not been suspended as per Art. 23 para 1 of these general terms of insurance.

27 Notifications/contact address

- 1 Changes in names or addresses, and contact addresses, must be notified to Compact in writing within 30 days. If changes and contact addresses are not notified, all deliveries to the last known address shall be considered to be legally effective.
- 2 Insured persons who are absent from Switzerland for more than three months must provide Compact with a contact address in Switzerland.
- 3 The delivery address for notifications or proofs of claim is the address specified on the insurance policy.

28 Amendments to the general terms of insurance

Amendments to these general terms of insurance, as well as all other binding information, shall be communicated to the insured person in writing.

29 Compulsory insurance requirements in EU and EFTA states

Insured persons domiciled in an EU or EFTA state who are covered by the agreement on the free movement of persons are obliged to notify Compact of all changes related to compulsory insurance requirements within 30 days.

30 Legal recourse

- 1 If an insured person does not agree with a decision by Compact he may, within a reasonable period, demand that Compact issue a written decision including reasons and an explanation of rights of appeal.
- 2 An objection to a written decision may be lodged with Compact within 30 days. Compact shall review this objection and issue a written appeal decision including reasons and an explanation of rights of appeal.
- 3 An appeal against the appeal decision issued by Compact may be lodged with the competent cantonal insurance court – the insurance court in either the canton of residence of the insured person or the canton of residence of the third party filing the appeal – within 30 days.
- 4 An appeal may also be lodged if Compact fails to issue a written decision or appeal decision in response to a request or demand that has been made.
- 5 An appeal against the ruling of a cantonal insurance court may be filed with the federal court pursuant to the Swiss Federal Supreme Court Act.

Glossary

Disease management

Structured, systematic treatment programmes for certain, in most cases chronic, diseases (e.g. high blood pressure, cardiac insufficiency, diabetes or asthma). The aim is to provide meaningful, appropriate and coordinated care on the basis of the latest medical knowledge. The idea is to avoid unnecessary and ineffectual diagnosis and therapy.

Case management

Careful and coordinated management of what are usually medically complex and costly cases. In case management, the case manager assumes three main functions. He helps ensure that the patient's interests are respected (advocate function), negotiates and facilitates optimum care solutions (facilitator function), and selects and manages access to care (gatekeeper function).

Illness

Illness is defined as any impairment to the physical, mental or psychological health that is not the consequence of an accident and which requires a medical examination or treatment or results in incapacity to work.

Maternity

Maternity includes pregnancy and childbirth and the mother's postnatal recovery period.

Accident

An accident is defined as the sudden, unintentional, harmful influence of an exceptional external force on the human body, resulting in the impairment of physical, mental or psychological health, or death. Occupational illnesses and accident-like events are deemed to be equivalent to an accident.

Telemedicine centre

The telemedicine centre conducts remote medical consultations. Teleconsultation gives patients with acute and general health questions access to medical advice, care and treatment from doctors by phone, around the clock, 365 days a year.