sumiswalder
ihr partner für gesundheit

General Terms and Conditions of Insurance (GTC) for

health insurance in accordance with the Health Insurance Act (HIA)

Contents

I. Applicable law

Art. 1 Order

[1] Legal rules take precedence over these General Terms and Conditions of Insurance in the following order:

a. Federal law
b. Cantonal law
c. Communal law
d. Articles of Association
e. Tariff contracts

[2] These GTC do not apply to supplementary insurance as defined in the Insurance Policies Act (IPA).

II. Insured persons

Art. 2 Admission

[1] Any person resident in the area in which Sumiswalder operates is entitled to submit an application to take out compulsory health insurance.
Sumiswalder Krankenkasse operates in the cantons of BE, LU, SO, AG, FR, ZH, BL, BS, SH, AR, AI, SG, GR, TG, VS, UR, SZ, OW, NW, GL, ZG.

Exceptions to the obligation to take out insurance and the extension of the obligation to take out insurance to persons abroad pursuant to Art. 7 of the Health Insurance Ordinance (HIO) remain reserved.

[2] The applicant must complete the application form provided by Sumiswalder in full and truthfully.

[3] The admission conditions for the supplementary insurance policies managed by Sumiswalder are set out in the GTC for supplementary insurance and in the individual benefit regulations.

III. Start, end and suspension of the insurance

Art. 3 Start of insurance

[1] Every person resident in Switzerland must take out health insurance or be insured by their legal representative within three months of taking up residence or being born in Switzerland.
If a person obtains insurance promptly in accordance with Art. 3 HIA, the insurance begins at the time of the birth or taking up residence in Sumiswalder's operational area.
The regulations for persons pursuant to Art. 3 (2) and (3) HIA remain reserved.

[2] The period of collection for the premium surcharge in the event of late entry pursuant to Art. 5 (2) of the Act corresponds to twice the duration of the delay.
The premium surcharge amounts to 30 to 50% of the premium.
Sumiswalder determines the surcharge according to the financial situation of the insured person. If the payment of the premium surcharge results in an

emergency situation for the insured person, the insurer will set a surcharge of less than 30%.

Art. 4 Age groups

[1] The age groups are as follows:

a. children up to the age of 18
b. young adults from the age of 19 to the age of 25
c. adults aged 26 and over

[2] The actual age is decisive for determining contributions.

Art. 5 End of insurance

[1] The insurance expires:

a. in the event of death
b. by changing insurer
c. by leaving Sumiswalder's operational area

Art. 6 Change of insurer

[1] The insured person may change insurer at the end of a calendar semester subject to a three-month notice period.

[2] In the event of a premium increase, the insured party may terminate the policy with the insurer up to one month before the new premiums come into effect. The notice period is calculated back from the date of the new premium.

The insurer must give notice of premium increases at least two months in advance and make reference to the right to change insurer.

[3] If the insured person has to leave the insurer due to changing their place of residence or job, the insurance relationship shall end when the place of residence is changed or when employment commences with the new employer.

[4] If the insurer no longer provides social health insurance voluntarily or as a result of an official decision, the insurance relationship shall end when the licence is withdrawn as per Art. 4 and Art. 43 of the Federal Act on the Oversight of Social Health Insurance (HIOA).

[5] The insurance relationship with the insurer shall not end until the new insurer has informed the insurer that the person concerned is insured with the insurer without interruption of insurance cover. If the new insurer fails to provide this notification, it must reimburse the insured person for the resulting loss, in particular the premium difference.
As soon as the previous insurer has received the notification, it shall inform the person concerned of the date on which they will no longer be insured with that insurer.

Art. 7 Suspension of accident cover

[1] Accident cover may be suspended for insured persons who are compulsorily fully covered against this risk in accordance with the Accident Insurance Act (AIA).
At the request of the insured person, the insurer will arrange for the suspension if the insured person can prove they are fully insured under the AIA. The premium will be reduced accordingly. The application must be made in writing. The suspension shall begin at the earliest on the first day of the month following the request.

[2] Accidents are covered under the HIA as soon as accident cover partially or fully ceases under the AIA.

[3] The insurer shall bear the costs for the consequences of those accidents insured with it prior to the suspension of the insurance.

[4] The insurer must inform the insured person in writing of their obligation pursuant to paragraph 5 below when they join the social health insurance scheme.

[5] The employer shall inform in writing a person withdrawing from the employment relationship or non-occupational accident insurance under the AIA that they must report this to their insurer in accordance with the HIA within one month of being informed by the employer or the unemployment insurance.
The same obligation applies to unemployment insurance if the entitlement to benefits incumbent on the unemployment office expires and the person concerned does not enter into a new employment relationship.

[6] If the insured person has not fulfilled their obligation under (5), the insurer may demand from them the share of the premium for the accident cover, including interest on arrears, from the end of the accident cover under the AIA until the time at which the insurer became aware thereof.
If the employer or the unemployment insurance office has not fulfilled their obligation under(5), the insurance provider may assert the same claims.

IV. Premiums and cost contributions

Art. 8 Premiums

[1] The sum of contributions is graded by age, canton and region. A lower premium is set for children up to the age of 18 than for adults.
The insurance provider may also set a lower premium for young adults up to the age of 25.

[2] The insured persons must pay the contributions monthly in advance.

[3] If the insurance relationship begins or ends in the course of a calendar month, the premiums shall be charged to the exact day.

[4] The insurer may reduce the premiums for special forms of insurance in accordance with Art. 62 HIA.

[5] If the insured person does not pay premiums or cost contributions on time, the dunning procedure shall be initiated in accordance with Art. 105b of the Health Insurance Ordinance. Administration fees may be charged in the event of a reminder or debt enforcement proceedings.

Art. 9 Cost contribution

[1] Insured persons shall contribute to the costs of the benefits provided for them.

[2] The ordinary cost contribution consists of:

a. a fixed annual amount (depending on the deductible selected CHF 300, CHF 500, CHF 1,000, CHF 1,500, CHF 2,000, CHF 2,500); and
b. 10% of the costs in excess of the deductible (retention). The maximum annual amount of the retention is CHF 700.

[3] The treatment date is key for charging the deductible and retention.

[4] No deductible is charged for children and half of the maximum retention amount applies. If more than one child in a family is insured with Sumiswalder, the deductible and the maximum amount of the retention for an adult are the maximum payable for all the children combined.

[5] The daily contribution towards the costs of a hospital stay in accordance with Art. 64 para. 5 HIA is CHF 15.

The following are exempt from any contribution:

a. children and young adults in education as per Art. 61 para. 3 HIA;
b. women for maternity benefits as per Art. 64 para. 7 HIA.

[6] As a rule, no cost contributions are charged for maternity benefits or for treating sickness from the 13th week of pregnancy, during delivery and up to eight weeks after delivery.

[7] Benefits for which the Department of Home Affairs, by virtue of an ordinance, stipulates a higher cost contribution under Art. 64 para. 6 let. a HIA or a reduced or revoked cost contribution under Art. 64 Para. 6 let. b HIA remain reserved.

[8] The insured person may opt for a higher cost contribution in exchange for a premium reduction. The rates for the different deductibles are regulated in Art. 93 of the Health Insurance Ordinance (HIO).

V. Duties to cooperate

Art. 10 General

[1] The person applying for cover or their legal representative must provide all necessary information and also keep available the documents required for establishing or clarifying third-party obligations to provide benefits.
When claiming insurance benefits, they must authorise third parties to issue such documents and provide information on a case-by-case basis.

[2] Sumiswalder may obtain expert opinions from medical professionals and other specialists at its own expense, in particular with regard to the applicant's state of health and capacity to work.

[3] In the event of sudden illness, accident, unexpected childbirth or death in Switzerland or abroad requiring hospitalisation, assistance measures, transport, etc., the service and alarm centre is to be informed immediately on
tel. +41 800 786 47 24 or +41 34 432 30 80 or fax +41 34 432 30 50.

The necessary assistance measures are organised, ordered, implemented and remunerated by the Sumiswalder service and alarm centre.

Art. 11 Notification requirements

[1] The insured person must report accidents, which have not been reported to an AIA insurer or the military insurance, to their health insurer without delay. They must provide information on:

a. the time, place, events leading up to and consequences of the accident;
b. the treating doctor or hospital;
c. any liable parties and insurance companies affected.

[2] Changes of address and name as well as deaths must be reported to Sumiswalder in writing within 30 days.

[3] Spa cure orders must be submitted to Sumiswalder for review two months before the start of the spa cure, except in cases where the cure is started within 14 days of an acute care hospital stay.

VI. Scope of benefits

Art. 12 Insurance departments

[1] Sumiswalder manages the following insurance departments as stipulated in these GTC and in accordance with specific regulations:

a. compulsory health insurance
b. daily allowance insurance

c. other (Art. 62 HIA)

Art. 13 Accidents

[1] In the event of accidents as per the HIA, Sumiswalder assumes the costs for the same benefits as with illness.

[2] An accident is the sudden, unintended damaging effect of an unusual external factor on the human body.

[3] However, accidents covered under another accident insurance are excluded from compulsory health insurance cover.

[4] Accident cover is suspended in accordance with Art. 7 GTC.

Art. 14 Overcompensation

[1] The benefits under the health insurance or their overlapping with cover provided under other social insurance programmes may not lead to overcompensation for the insured person.
When calculating the overcompensation, only benefits for the same type and purpose that are paid to the claimant based on the insured event are taken into account.
This does not take into account the helplessness allowance or supplements for helplessness.

[2] Overcompensation exists to the extent that the respective social security benefits exceed the following thresholds:

a. the diagnostic and treatment costs incurred by the insured person;
b. the long-term care costs and other uninsured medical costs incurred by the insured person;
c. the presumed loss of earnings incurred by the insured person as a result of the insured event.

VII. Miscellaneous provisions

Art. 15 Settlement of claims

To the extent that Sumiswalder has provided cost guarantees or guarantees to invoice issuers on a contractual or voluntary basis, it shall settle the bill directly with the insured person, subject to any provisions to the contrary in the tariff contracts.

Art. 16 Loss mitigation obligations

[1] The insured person must conscientiously follow medical instructions conscientiously (e.g. bed rest, taking medication, therapy, etc.) and refrain from doing anything that jeopardises or delays recovery.

[2] The insured person may not arrange for the doctor to undertake unnecessary or uneconomical treatment or examinations (e.g. unnecessary home visits, inpatient instead of outpatient treatment, unnecessary changes of doctor with double examinations).

Art. 17 Assignment and set-off

Without the express consent of Sumiswalder, insured persons are not entitled to assign, pledge or offset claims to benefits.

Art. 18 Ruling

[1] If an insured person does not agree with a decision by Sumiswalder regarding compulsory health insurance, they may request that Sumiswalder issue a written ruling within 30 days.

[2] Sumiswalder must justify the ruling and provide instructions on the right to appeal; the person concerned may not suffer any disadvantage from the incorrect disclosure of a ruling.

Art. 19 Inspection of files

The files are open to inspection by the parties involved. private interests of insured persons and their relatives worthy of protection as well as overriding public interests must be safeguarded.

Art. 20 Appeal

Appeals against rulings can be lodged with Sumiswalder within 30 days of disclosure.

Art. 21 Administrative law appeal

[1] Administrative law appeals may be lodged against appeal decisions. The appeal must be submitted within 30 days of the decision on the appeal being issued to the insurance court designated by the canton, which is responsible for settling disputes between insurers or with insured persons or with third parties.

[2] An appeal may also be lodged if Sumiswalder fails to issue a ruling or decision on the appeal contrary to the request of the affected person.

Art. 22 Final provisions

[1] If the content of these insurance terms and conditions changes, the insured persons shall be informed in writing. This is usually done in the magazine for policyholders or by means of an information letter.

[2] These General Terms and Conditions of Insurance enter into force on 1 January 2018 and replace the version of 1 January 2017. These general contract conditions are published on www.sumiswalder.ch.