

Mandatory Health Care Insurance

Regulations

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insurance (MVG/LAM) for a period of more than 60 consecutive days. Both the procedure to suspend the insurance as well as the corresponding duties to inform and to notify are determined by the implementing provisions of the KGV/LAMal.

- 4.4 Requests to have premiums reimbursed for the duration of the suspension period shall be submitted to CONCORDIA along with evidence of the actual period during which the insured person is subject to military insurance.

5 Insurance Proposal

- 5.1 The applicant shall submit an insurance proposal to CONCORDIA in writing on the designated form. All details and documents necessary for admission to the insurance shall be submitted to CONCORDIA.
- 5.2 Insurance proposals for individuals who are legally incompetent shall be submitted by their legal representative.

6 Start of Insurance

- 6.1 The insurance protection provided by CONCORDIA begins at the time of birth or when an individual becomes resident in Switzerland provided that the legal time periods for admission to the insurance are observed. The written insurance proposal shall be submitted to CONCORDIA within three months of taking up residence in Switzerland or of a birth.
- 6.2 In the event of a belated admission to the insurance, insurance protection begins at the time of admission and, in accordance with the legal provisions, CONCORDIA charges a premium surcharge if the belated admission is non-excusable.
- 6.3 No insurance benefits are provided for the duration of the delay.

7 End of Insurance

Insurance cover ends:

- 7.1 upon giving up one's place of residence according to Swiss civil law within the area of activity of CONCORDIA; in the case of cross-border commuters, upon giving up gainful employment in Switzerland;
- 7.2 at the end of the legal duty to be insured;
- 7.3 upon cancellation;
- 7.4 upon death of the insured person;
- 7.5 upon written notification in the case of insured persons who have defaulted on payments and who are not subject to Swiss social welfare legislation, if the enforcement procedure proves futile.

8 Cancellation and Changing Insurance Providers

- 8.1 The insured person may cancel the insurance with effect from 30 June or 31 December, subject to a three-month cancellation period.
- 8.2 If new premiums are approved by the Swiss Federal Office of Public Health BAG/OFSP/UFSP/FOHP, after receiving notification of the new premiums,

the insured person may change insurance providers at the end of the month before the new premiums take effect, subject to a one-month cancellation period.

- 8.3 Cancellation or changing insurance provider is only valid if carried out in writing within the stipulated time period.
- 8.4 Differing provisions in the special forms of insurance (e.g. optional deductible, HMO, myDoc) remain reserved.

III. Benefits

9 Scope of Benefits

The benefits of mandatory health care insurance are determined by the KVG/LAMal and the corresponding implementing provisions as well as the present regulations and any supplementary regulations that may exist.

10 Accident

- 10.1 If accident risk is insured, benefits are provided in the event of an accident on the same scale as in the event of illness.
- 10.2 Insured persons who have mandatory accident cover in accordance with the provisions of the Swiss federal law on accident insurance UVG/LAA/LAINF may suspend accident cover. CONCORDIA suspends accident cover at the request of the insured person if the insured person provides evidence that he is fully covered in accordance with the UVG/LAA/LAINF. Suspension of accident cover begins no earlier than the first day of the month subsequent to the request.
- 10.3 The procedure to end the suspension and the corresponding duties to inform and to notify are determined by the legal provisions.

11 Benefits Abroad

- 11.1 CONCORDIA bears the costs of emergency treatments abroad within the framework of the legal provisions. An emergency exists when the insured person requires medical treatment during a temporary stay abroad and where a return to Switzerland would not be reasonable. These benefits are provided only as long as a return home or transfer to Switzerland is considered medically unreasonable.
- 11.2 No benefits are furnished if an insured person travels abroad for diagnosis, treatment, care or childbirth. Exemptions provided for by law remain reserved.

12 Duties to Disclose and to Notify

- 12.1 If the insured person falls ill, he shall inform CONCORDIA of this.
- 12.2 In the event of an accident, the insured person shall immediately submit an accident report with information concerning:

- 12.2.1 the time, place, sequence and consequences of the accident;
- 12.2.2 the treating doctor or hospital;
- 12.2.3 any liable third parties and insurances that are concerned.
- 12.3 The insured person shall give CONCORDIA, at no cost, all information required to assess the claim and to determine what insurance benefits are necessary. This includes submitting any rulings which may have been made by other social insurance providers and documentary proof from any private insurance providers that may exist.
- 12.4 The insured person shall authorise all individuals and agencies, namely employers, doctors, hospitals, insurance companies and authorities, to divulge the information required to investigate benefit claims.
- 12.5 The insured person shall inform CONCORDIA of the type and extent of all benefits which he may be entitled to claim or which are paid out to him by liable third parties in the event of illness or accident, arising out of tort, from contracts or due to the law.
- 12.6 The insured person is obligated to immediately report all changes in personal circumstances (e.g. change of residence) that may have a bearing on the insurance relationship or, provided that the insured person is drawing benefits, the specific circumstances that have a bearing on the benefits.
- 12.7 Unfavourable consequences of breaching the duties to disclose and to notify are at the expense of the insured person.

13 Conduct in the Event of Illness and Accident

- 13.1 In the event of illness or accident, the insured person shall do everything in his power to facilitate recovery and avoid anything that could delay it. The insured person shall comply with the orders given by the treating doctor.
- 13.2 CONCORDIA is entitled to conduct checks to ensure that the insured person is complying with the doctor's orders.

14 Limitations on Benefits

- 14.1 No insurance benefits are granted:
 - 14.1.1 in the event that the insured person makes or attempts to make unlawful claims to CONCORDIA, or assists others in doing so;
 - 14.1.2 in the event that the insured person travels abroad for diagnosis, treatment, care or childbirth in the sense of Art. 11.2;
 - 14.1.3 in the event that the insured person refuses to undergo an examination by a health insurance doctor;
 - 14.1.4 for the duration of the delay in the event of late admission;
 - 14.1.5 during the suspension of benefits in the event of a payment default.

- 14.2 Insurance benefits are reduced for accidents or the consequences of accidents caused intentionally by the insured person and, in particularly serious cases, denied.

15 Third Party Benefits

- 15.1 In the event of an insurance case, insofar as benefits from mandatory health care insurance coincide with similar benefits from other social insurances, the duty of CONCORDIA to provide benefits are determined by the legal provisions.
- 15.2 From the time of occurrence of the insured event, CONCORDIA has a right of recourse against any liable third parties to the extent of the legal benefits due to the insured person. The details regarding the exercising of the right of recourse are determined by the federal legal regulations.
- 15.3 The insured person is obligated to file claims with respect to other insurance carriers and third parties that are obligated to pay and is not permitted to waive such benefits in whole or in part without the express approval of CONCORDIA.
- 15.4 If another health, accident or social insurance provider reduces their benefits for the reasons, which, according to Art. 14, also entitles CONCORDIA to reduce their benefits, CONCORDIA will not replace the loss resulting from the reduction in benefits by the other insurance providers.

16 Advance Benefits

Advance benefits provided by CONCORDIA with respect to other social insurance carriers are determined by the ATSG/LPGA.

17 Offsetting, Duty to Reimburse

- 17.1 The insured person is not entitled to offset against CONCORDIA.
- 17.2 Benefits which are wrongly drawn by the insured person shall be reimbursed to CONCORDIA.

18 Assignment and Pledging

Claims on CONCORDIA may not be pledged and may only be assigned to service providers.

19 Payout of Benefits

- 19.1 Payouts are made by CONCORDIA exclusively in Swiss francs after the entitlement to benefits is examined.
- 19.2 If benefits shall be paid out to the insured person, the insured person shall designate a Swiss bank or postal account as the payment address to CONCORDIA. If no notification is received by CONCORDIA, the insured person is charged a flat fee for expenses incurred.

IV. Premiums

20 Payment of Premiums

- 20.1 Premiums are due on the first of each month and shall be paid in advance. The insured person is obligated to pay the monthly premiums regardless of state of health.
- 20.2 Bi-monthly (every two months), quarterly, semi-annual or annual advance payments are all possible.
- 20.3 If the insured person has a number of insurances (including voluntary daily allowance insurance or supplementary insurances) with CONCORDIA, he must opt for one mode of payment.
- 20.4 In the event that insurance begins or ends in the course of a month, the premium shall be owed on a daily pro rata basis.
- 20.5 In addition to reclaiming the interest on arrears and the costs of collection procedures, CONCORDIA has the right to reclaim the appropriate processing fees, in particular the costs of reminders and administrative fees for recovery caused by insured persons who are in default.
- 20.6 Where payment in instalments has been stipulated for outstanding payments, CONCORDIA charges the insured person an instalment fee for the additional administrative costs. The amount of this charge is determined by the number of the stipulated instalment payments.

21 Premium Tariff

- 21.1 Premiums are defined in a premium scale that is approved by the supervisory authority.
- 21.2 They may be graded according to region and age.
- 21.3 CONCORDIA may allow for an additional child discount for families within the premium tariff.

V. Cost Sharing

A. General Information

22 The Charging of Cost Sharing

- 22.1 Insured persons covered by mandatory health care insurance shall participate in the costs for medical care by paying:
- a fixed amount per calendar year (deductible);
 - a 10% retention fee for medical care costs that exceed the deductible, and
 - a daily contribution toward the cost of a hospital stay in accordance with legal provisions.
- 22.2 The date of treatment prevails for the charging of the deductible and the retention fee.
- 22.3 In addition to requesting collection costs and interest payable on default from insured persons who are in default, CONCORDIA has the right to demand payment of the appropriate processing fees as well,

in particular the costs for reminders as well as additional expenses for collection.

- 22.4 Where payment in instalments has been stipulated for outstanding payments, CONCORDIA charges the insured person an instalment fee for the additional administrative costs. The amount of this charge is determined by the number of the stipulated instalment payments.

23 Exceptions to Cost Sharing

- 23.1 Insured persons up to the age of 18 are charged a fixed amount per calendar year if an optional deductible has been stipulated in accordance with Art. 28.
- 23.2 Exceptions to the charging of the daily amount towards hospital costs comply with legal provisions.
- 23.3 No cost sharing is charged for maternity benefits.

24 Maximum Amount

- 24.1 With mandatory health care insurance, the annual maximum amount of cost sharing for insured persons who have completed their 18 year of age is CHF 700 for the retention fee plus the amount of the standard (Art. 27) or optional (Art. 28) deductible. In addition, the daily contribution for hospital costs shall be paid.
- 24.2 The annual maximum amount for insured persons up to the age of 18 is CHF 350 for the retention fee plus the amount of the selected deductible rate.
- 24.3 If a number of children (persons up to the age of 18) from one family are insured with CONCORDIA, the total of the cost share shall not exceed a total of twice the amount of the selected deductible (Art. 28) and retention fee (Art. 24.2).
- 24.4 If differing deductibles have been chosen in a family for persons who have not yet reached the age of 18, the maximum amount is calculated on the basis of the highest deductible selected.

25 Reserve for Special Cost Sharing

- 25.1 Differing cost shares provided for by law and decree remain reserved.
- 25.2 If a higher retention fee is required than that stipulated in Art. 22.1 because of a decree of the Swiss Federal Council, only half the amount which exceeds the legal rate is counted toward the annual maximum amount in accordance with Art. 24.

26 Reimbursement

In cases where direct payments are made to service providers, insured persons shall refund the cost sharing amounts to CONCORDIA within 30 days of the invoice being issued.

B. Standard Deductible

27 Amount

The standard deductible in mandatory health care insurance is CHF 300 per calendar year.

C. Optional Deductible

28 Basic Principle

28.1 Insurance with one of the optional deductibles offered by CONCORDIA may be taken out in return for a reduction in premiums.

28.2 All insured persons have the possibility to take out insurance with an optional deductible.

29 Joining and Leaving the Insurance

29.1 A higher deductible may only be chosen at the beginning of a calendar year.

29.2 It is possible to change to a lower deductible, to another insurance type or to another insurance provider with effect at the end of a calendar year, subject to a three-month cancellation period.

29.3 In the event that the insured person changes insurance provider in the course of a calendar year, CONCORDIA credits the deductible and retention fee payments that have already been invoiced in the same year.

VI. Miscellaneous Provisions

30 Payment Default

30.1 If payments for premiums and cost sharing are not made when due, a reminder is sent by CONCORDIA. If there is no response to reminders, the company initiates with enforcement proceedings.

30.2 In cases where insured persons have defaulted on their payment duties, the consequences provided for by federal law (suspension of benefits in cases provided for by law or termination of the insurance relationship for persons who are not subject to Swiss social security legislation) remain reserved.

31 Duty of Confidentiality

All employees of CONCORDIA are subject to the legal duty of confidentiality.

32 Administration of Justice

32.1 If an insured person is not in agreement with a decision taken by CONCORDIA, he may request that CONCORDIA issue a written ruling within 30 days stating the reasons for the decision with information concerning the rights of appeal.

32.2 A written appeal against the ruling issued by CONCORDIA may be lodged with CONCORDIA at its head office within 30 days of the issuance of the

ruling. The reasons for the appeal shall be given.

32.3 An administrative law appeal against the appeal decisions made by CONCORDIA may be lodged at the cantonal insurance court within 30 days of their issue. The cantonal insurance court may also be called upon if CONCORDIA fails to issue a ruling or an appeal decision contrary to the request of the person concerned.

32.4 The administrative law appeal comes under the jurisdiction of the insurance court of the canton in which the insured person was resident at the time when the appeal was lodged. If the insured person's place of residence is abroad, the administrative law appeal comes under the jurisdiction of the insurance court in the canton where he was last resident in Switzerland or where his last Swiss employer has its place of residence; if neither can be established, the administrative court for the Canton of Lucerne has jurisdiction.

32.5 Rulings or appeal decisions issued by CONCORDIA become final and absolute when the time limit for lodging an appeal or complaint lapses and has gone unused.

33 Application of These Regulations

33.1 For all matters not specifically regulated in these regulations, the provisions of the ATSG/LPGA, the KVG/LAMal, and any other existing supplementary regulations of CONCORDIA apply.

33.2 The masculine form, which has been used in these regulations and in further provisions, also applies to females.

34 Notices

Notices concerning the insurance relationship are published by CONCORDIA in circulars or in the customer magazine; these notices are legally binding.

35 Entry into Force

35.1 These regulations were adopted by the Administrative Board on 25 October 1996 and enter into force on 1 January 1997.

35.2 The changes from 24 October 1997 (Arts. 27, 29.2 and 29.3) enter into force on 1 January 1998.

35.3 The changes from 9 February 2001 (Arts. 2, 4.3, 4.4, 8.2, 29 and 34) enter into force on 1 March 2001.

35.4 The changes from 13 December 2002 (Arts. 2.1, 12, 14, 16, 17.2, 18, 19.2, 26, 32.4 and 33.1) enter into force on 1 January 2003.

35.5 The change from 19 September 2003 from Art. 28.3 enters into force on 1 October 2003. The remaining changes from 19 September 2003 (Arts. 24.1, 24.2, 27, 29.2, 29.3 and 29.4) enter into force on 1 January 2004.

35.6 The changes from 17 September 2004 (Arts. 8.2, 8.4, 23.1, 24.1, 24.3, 28 and 29) enter into force on 1 January 2005.

- 35.7 The changes from 4 May 2007 (Arts. 3.1, 11.3, 21.3, 33.1, 34 and 35) enter into force retroactively on 1 January 2007.
- 35.8 The changes from 10 December 2010 (Arts. 20.5 and 20.6; the heading of Art. 22; Arts. 22.1, 22.3, 22.4, 23.2 and 24.1) enter into force on 1 January 2011.
- 35.9 The changes from 2 December 2011 (the heading of Art. 17; Arts. 17.1 and 30.2) enter into force on 1 January 2012.
- 35.10 The change dated 6 June 2016 (Art. 20.4) shall enter into force retroactively from 3 December 2015.

The following abbreviations, with corresponding translations in German, French, Italian and English, are used in these Regulations:

OKP/AOS/AOMS

OKP: Obligatorische Krankenpflegeversicherung
 AOS: Assurance obligatoire des soins
 AOMS: Assicurazione obbligatoria delle cure medicosanitarie
 Mandatory health care insurance, basic insurance

ATSG/LPGA

ATSG: Bundesgesetz über den Allgemeinen Teil des Sozialversicherungsrechts
 LPGA: Loi fédérale sur la partie générale du droit des assurances sociales
 LPGA: Legge federale sulla parte generale del diritto delle assicurazioni sociali
 Swiss federal law on the general part of social insurance law

KVG/LAMal

KVG: Bundesgesetz über die Krankenversicherung; Krankenversicherungsgesetz
 LAMal: Loi fédérale sur l'assurance-maladie
 LAMal: Legge federale sull'assicurazione malattie
 Swiss federal law on health insurance

MVG/LAM

MVG: Bundesgesetz über die Militärversicherung
 LAM: Loi fédérale sur l'assurance militaire
 LAM: Legge federale sull'assicurazione militare
 Swiss federal law on military insurance

BAG/OFSP/UFSP/FOPH

BAG: Bundesamt für Gesundheit
 OFSP: Office fédéral de la santé publique
 UFSP: Ufficio federale della sanità pubblica
 FOPH: Swiss Federal Office of Public Health

UVG/LAA/LAINF

UVG: Bundesgesetz über die Unfallversicherung
 LAA: Loi fédérale sur l'assurance-accidents
 LAINF: Legge federale sull'assicurazione contro gli infortuni
 Swiss federal law on accident insurance



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