

# smartDoc Health Insurance

## Additional Regulations for smartDoc Health Insurance

	Art.	
<b>I. General Provisions</b>		<b>I. General Provisions</b>
Principles	1	<b>1 Principles</b>
Area of Validity	2	1.1 smartDoc Health Insurance is a special form of mandatory health insurance with a restricted choice of healthcare providers in accordance with Art. 62 of the Swiss Federal Law on Health Insurance (KVG/LAMal). smartDoc-insured persons must contact the insurer's telemedicine centre every time before using a medical service.
<b>II. Insurance Relationship</b>		1.2 smartDoc-insured persons agree to use all medical services in accordance with the instructions of the telemedicine centre and the general obligations set out in these Additional Regulations. By doing so, they help to keep medical care cost-effective.
Taking Out Insurance	3	1.3 The benefits guaranteed under smartDoc Health Insurance are determined by the scope of benefits of mandatory health insurance, taking into account the limiting provisions of these Additional Regulations with regard to the receipt of medical services (Art. 7-18).
Cancelling Insurance	4	<b>2 Area of Validity</b>
<b>III. Premiums and Cost Sharing</b>		Unless these Additional Regulations contain provisions to the contrary, the provisions of the insurer's Statutes and Regulations on Mandatory Health Insurance shall apply.
Premiums	5	<b>II. Insurance Relationship</b>
Cost Sharing	6	<b>3 Taking Out Insurance</b>
<b>IV. Rights and Duties of smartDoc-Insured Persons</b>		3.1 smartDoc Health Insurance can be taken out by anyone whose place of residence according to civil law is located in the area covered by smartDoc, who has mandatory health insurance with the insurer and whose language skills are sufficient to communicate with the telemedicine centre in German, French, Italian or English.
Principles for the Use of Medical Services	7	3.2 smartDoc Health Insurance can be concluded from the first day of the following month.
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## 4 Cancellling Insurance

- 4.1 Insured persons may declare their wish to switch to a different form of insurance or to a different insurer with effect from the end of a calendar year, subject to a three-month notice period.
- 4.2 If the insured person moves away from the area covered by smartDoc Health Insurance, they will automatically leave smartDoc Health Insurance and be transferred to the insurer's traditional model of mandatory health insurance (while keeping the previous deductible) with effect from the first day of the following month. The same applies if the insurer ceases to offer smartDoc Health Insurance in the location where the smartDoc-insured person resides according to civil law.
- 4.3 If it is no longer possible to provide the telemedicine service (e.g. due to termination of the contract with the telemedicine centre without a follow-up solution), the insurer is entitled to exclude the smartDoc-insured persons from smartDoc Health Insurance with effect from the end of a calendar month, subject to a notice period of 30 days. The insured persons will then be automatically transferred to the insurer's traditional model of mandatory health insurance (while keeping the previous deductible).

## III. Premiums and Cost Sharing

### 5 Premiums

smartDoc-insured persons receive a discount on the premium for the traditional model of mandatory health insurance. The premium tariff valid at the time shall apply. All discounts on insurance premiums shall cease upon termination of smartDoc Health Insurance.

### 6 Cost Sharing

The deductible and the retention fee for outpatient and inpatient treatment and the contribution towards the costs of hospital stays shall be charged in accordance with the statutory provisions on mandatory health insurance and the insurer's corresponding insurance terms. The smartDoc premium (ordinary premium minus discount in accordance with Art. 5) forms the basis for calculating the premium reduction granted in the context of optional deductibles.

## IV. Rights and Duties of smartDoc-Insured Persons

### 7 Principles for the Use of Medical Services

- 7.1 Before using medical services, smartDoc-insured persons must contact the telemedicine centre, explain their medical problem and provide the required

information. The telemedicine centre will advise the insured person and determine which medical treatment is required.

- 7.2 If the telemedicine centre concludes that medical treatment is necessary, it shall define the appropriate medical treatment and healthcare provider category and, if necessary, how many consultations are to take place within a predefined period of time. In doing so, the telemedicine centre may restrict the free choice of healthcare providers in accordance with Art. 35 KVG/LAMal (e.g. doctors, pharmacies, chiropractors, people working on a doctor's instructions, dispensation points for medicines and equipment, laboratories, hospitals). Where appropriate, the medical treatment will be provided directly by the telemedicine centre.
- 7.3 If the insured person is unable to contact the telemedicine centre personally for health reasons, a third party who is close to them may contact the telemedicine centre on the insured person's behalf. The legal representative of an insured person is entitled to contact the telemedicine centre instead of the insured person in all cases.

- 7.4 The obligation to consult the telemedicine centre first is excluded for the following medical services:

- Gynaecological check-ups, obstetric care and treatment, and pregnancy-related check-ups during and after pregnancy
- Ophthalmological treatment for prescriptions of glasses or contact lenses
- Dental treatment
- Treatment of children up to the age of 18 by a paediatrician

In these cases, the insured person has a free choice of doctors.

- 7.5 smartDoc-insured persons must bear the costs of communicating (e.g. by phone or via the Internet) with the telemedicine centre. If the telemedicine centre provides medical services, additional cost sharing in accordance with the KVG/LAMal may be incurred by the insured person.

- 7.6 Liability for telemedical advice and instructions lies exclusively with the telemedicine centre.

### 8 Emergency Treatments

- 8.1 If an emergency situation arises in Switzerland or abroad, the smartDoc-insured person should contact the telemedicine centre whenever possible.

- 8.2 If immediate hospital admission or medical treatment is required due to an emergency, the insured person must inform the telemedicine centre, in person or through a third party, at the earliest possible opportunity and submit a medical certificate.

- 8.3 If, in the event of an emergency abroad, the insured person is obliged to contact an emergency call centre designated by the insurer under a supplementary insurance policy held with the insurer, the telemedicine centre does not have to be contacted as well.

## 9 Healthcare Providers

The insurer may restrict the free choice of healthcare providers in accordance with Art. 35 KVG/LAMal (e.g. doctors, pharmacies, chiropractors, people working on a doctor's instructions, dispensation points for medicines and equipment, laboratories, hospitals). If the insurer imposes a general limitation of this kind, it shall maintain appropriate lists, which will be accessible at [www.concordia.ch/smartdoc](http://www.concordia.ch/smartdoc). The telemedicine centre's right to restrict the choice of healthcare providers in individual cases (Art. 7.2) is unaffected by this provision.

## 10 Hospital Admissions

Hospital admissions must be decided on by the telemedicine centre or with its prior approval (except in emergencies). The telemedicine centre can determine the insured person's need for hospital treatment and have them admitted to hospital.

## 11 Spa Cures

The insurer may stipulate that referrals to health spas must be made either by or with the prior approval of the telemedicine centre, if the insured person is claiming insurance benefits.

## 12 Medicines

12.1 smartDoc-insured persons are generally obliged to request a low-cost medicine from the group of active substances prescribed by the doctor. Generics, comparably low-priced original drugs and biosimilars count as low-cost medicines.

12.2 If the insured person chooses a medicine that is included with an increased retention fee on the list<sup>1</sup> maintained by the Federal Office of Public Health (FOPH) and for which a cheaper alternative product exists, only 50% of the costs will be covered. This provision does not apply if the original drug with an increased retention fee is essential for the insured person for medical reasons. A medical confirmation to this effect must be provided.

12.3 The insurer may stipulate further restrictions on generics or comparably low-priced original drugs and requirements in relation to biosimilars; the penalties set out in Art. 15 shall apply. If the insurer imposes such restrictions or requirements, it shall maintain an appropriate list, which will be accessible at [www.concordia.ch/smartdoc](http://www.concordia.ch/smartdoc).

## 13 myCONCORDIA Customer Portal

The insured person or their representative may be obliged to register in the myCONCORDIA customer portal or a customer portal of the telemedicine centre and use it to perform all processes defined by the insurer that can be carried out in the customer portal.

In particular, the insured person may be obliged to submit all invoices via the myCONCORDIA customer portal and receive premium and benefits statements exclusively via the myCONCORDIA customer portal. If the insured person fails to comply with this obligation, the insurer may impose the penalties defined in Art. 15.

## 14 Payment Terms

The insurer may stipulate how premiums and cost sharing are to be paid. If the insured person fails to comply with this provision, the insurer may impose the penalties defined in Art. 15.

## 15 Penalties

If the insured person breaches the obligations set out in these Additional Regulations (e.g. failing to contact the telemedicine centre or comply with its instructions, disregarding the requirements in relation to healthcare providers), the insurer may exclude the insured person from the smartDoc Health Insurance plan at the beginning of the following calendar month after the second reminder. This automatically leads to the insured person being transferred to the traditional model of mandatory health insurance. The insurer may impose a waiting period of two years on the renewed conclusion of an alternative insurance model (smartDoc, HMO, myDoc). The insurer reserves the right to impose the different penalty defined in Art. 12.2.

## 16 Data Protection

16.1 Communications with the telemedicine centre are recorded for quality and evidence purposes. The use of this communication channel may be associated with increased data protection risks. The insurer shall not be liable for actions for which the insured person is responsible.

16.2 The insurer, the telemedicine centre and the healthcare provider must supply one another with the information and data required in order to provide and manage this special form of insurance (e.g. to review compliance with the duties set out in these Additional Regulations and for quality and cost optimisation purposes). They are able to view all invoices received and health data of smartDoc-insured persons where necessary (e.g. recordings made by the telemedicine centre, diagnoses). This data may be evaluated as part of smartDoc Health Insurance for quality and cost optimisation purposes. The insurer may appoint a specialist third party for this purpose, provided that it obliges said third party to comply with the applicable data protection requirements. The insurer may send the smartDoc-insured person information about low-cost medical services. Further details are provided in the privacy policy at [www.concordia.ch/dataprotection](http://www.concordia.ch/dataprotection).

<sup>1</sup> List of generic and biosimilar drugs with differentiated retention fee, part of the Specialities list (Spezialitätenliste / liste des spécialités / elenco delle specialità)

16.3 smartDoc-insured persons shall allow the telemedicine centre and the healthcare provider to view all health and invoice data they require.

## 17 Formal Requirements

17.1 In deviation from the Regulations on Mandatory Health Insurance, all notifications between the insurer and the insured person may be made both in writing and in other forms that can be evidenced in text.

17.2 The same applies to instructions from the telemedicine centre. These may also be provided in audio form.

## 18 Specifications by the Insurer

The following provisions of these Additional Regulations have been specified in more detail at [www.concordia.ch/smartdoc](http://www.concordia.ch/smartdoc):

- Definition of the area covered by smartDoc insurance (Art. 3.1)
- Designation of the telemedicine centre and the options for contacting it (Art. 7)
- A list of restrictions on healthcare providers (Art. 9), if applicable
- Obligation to obtain prior approval from the telemedicine centre for spa cures (Art. 11), if applicable

- Lists on further restrictions or requirements relating to low-cost medicines (Art. 12.3), if applicable
- Obligation to register and use the customer portal (Art. 13)

- Definition of payment methods for premiums and cost sharing (Art. 14), if applicable

The insurer may only amend these specifications with effect from 1 January. The changes must be published at [www.concordia.ch/smartdoc](http://www.concordia.ch/smartdoc) by no later than 1 November of the previous year.

## V. Final Provision

### 19 Entry into Force

19.1 These Additional Regulations were adopted by the Board of Management on 20 June 2022 and take effect on 1 January 2023.

19.2 The amendments of 29 April 2024 (Art. 12.2, 15 and 16.2) take effect on 1 January 2025.

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If there are differences in content between the English and the German, French or Italian Additional Regulations, the Additional Regulations in the language in which the policy is written apply.



Bundesplatz 15  
6002 Lucerne  
Phone +41 41 228 01 11  
[www.concordia.ch](http://www.concordia.ch)  
[info@concordia.ch](mailto:info@concordia.ch)