

Favorit Medpharm

Supplementary Conditions (SC) for insurance with limited choice of service provider under the KVG

Version 2025, valid as of 1 January 2025

SWICA

Supplementary Conditions Favorit Medpharm

The General Insurance Conditions (GIC) for healthcare and daily benefits insurance under the KVG apply in full to these SC. In case of any contradictions, the SC take precedence over the GIC.

I. General

Art. 1 Insurance purchase, change of insurance plan, and premiums

1. These insurance plans are available with limited choice of service provider (special form of insurance) to individuals who meet the statutory enrolment conditions. Special provisions and the right to reallocate an insured person due to contract violations are reserved. The special forms of insurance may not be available in certain regions.
2. If the selected service provider is no longer able to provide medical treatment under the selected insurance plan for reasons relating to the insured person (e.g. transfer to a nursing home, a temporary stay abroad), the insurer has the right to switch the insured person to ordinary healthcare insurance with the insurer by observing a thirty-day period from the beginning of a calendar month.
3. If the insured person moves out of the catchment area of the selected insurance plan, the insurer will transfer the insured person to ordinary healthcare insurance with the insurer at the beginning of the month following the month of relocation. The insurer must be notified within one month if the insured person moves out of the catchment area of the selected insurance plan. Insured persons who relocate to an area with another insurance plan with limited choice of service provider can continue their cover by choosing another insurance plan with limited choice of service provider.

4. If the selected insurance plan is no longer offered, once this insurance plan lapses, the insured person will be automatically transferred to a comparable insurance plan with limited choice of service provider and also retaining the selected excess, or if there is no comparable insurance plan available, to a standard plan from the insurer. The insured person can also exercise their right to terminate their cover in accordance with Art. 7 KVG, or, taking the legal deadlines into account, select another one of the insurer's insurance plans.
5. Insured persons with special forms of insurance are eligible for premium reductions.

Art. 2 Exceptions to limited choice of service provider

Free choice of service provider applies to all special forms of insurance that cover the following treatments and examinations, unless contrary Supplementary Conditions apply:

- a) Gynaecological examinations and treatments
- b) Visits to the paediatrician, up to the eighteenth birthday
- c) Eye examinations by an ophthalmologist
- d) Stays abroad of up to six months
- e) Emergencies

Further emergency consultations or follow-up treatment that may be needed must be administered within the limited choice of service provider available under the special forms of insurance.

Art. 3 Consequences of contract violations

1. If the obligations arising from a particular special form of insurance have been violated, the insurer can reduce benefits by 50% of the amount that would be due otherwise (following deduction of the statutory co-payments).
2. In the case of repeated contract violations, the insured person is excluded from the special form of insurance and switched to ordinary healthcare insurance effective from the beginning of the following month and after having been informed accordingly.
3. Changing back to a special form of insurance is possible at the earliest twelve months after the switch in the following calendar year.

Art. 4 Measures on integrated care and care management

When facing a specific illness (especially a chronic or potentially chronic one), the insured person must undergo special measures involving integrated care at the request of the insurer. These can, for example, involve disease or chronic care management programmes, the services of the insurer's care managers, or the choice of special service providers. The insurer determines the programmes and service providers who administer them. Any agreement to participate in an integrated care and care management programme must be agreed with the insured person in writing.

II. Scope

Art. 5 Purpose and treatment paths

1. Favorit Medpharm healthcare insurance is a special form of insurance with limited choice of service provider.
2. Persons insured under a Favorit Medpharm plan agree to always first consult a partner pharmacy, seek advice from santé24 or utilise a digital symptom-checking application ("SymptomCheck app" in the following).
3. The insurance carrier is SWICA Healthcare Insurance Ltd.
4. The Favorit Medpharm plan is based on the principle whereby the insured person first seeks the advice of a partner pharmacy or santé24 or consults with the SymptomCheck app before consulting a service provider from the Medpharm directories. Under a Favorit Medpharm plan, the insurer covers the statutorily prescribed benefits for outpatient and inpatient treatments and examinations, provided that the insured person has sought advice from a partner pharmacy or santé24 or consulted the SymptomCheck app before going to a doctor or hospital and followed the recommendations he received. The treatments and examinations must be administered by an approved service provider in the Medpharm directories (doctor, hospital, pharmacy, etc.).
5. The insured person must choose a service provider from the Medpharm directories when undergoing treatments and examinations or obtaining medication.
6. In amendment of Art. 2, the insured person must choose a service provider from the Medpharm directories in connection with gynaecological, eye, and paediatric treatments and examinations. It is not necessary to contact a partner pharmacy or santé24 or consult the SymptomCheck app in advance.

Art. 6 Data protection

1. santé24 is one of the first points of contacts as per Art. 5 para. 2 of the SC. It can be contacted by phone or via the digital channel provided. The insured person is not obliged to follow any of the recommendations provided by santé24.

By choosing the Favorit Medpharm insurance model, the insured person authorises santé24 to access all the information necessary under this model about the diagnoses, treatments, and invoices concerning his or her medical care. This form of insurance also requires information exchanges among santé24, the insurer, and any third parties involved in providing the service. Such information pertains to the invoices of the insured person. In particular, such information is shared with specialists, hospitals, and other persons and institutions involved in providing the medical and administrative services for the purpose of managing the insurance contract.

The advice provided by santé24 is free of charge. The insured person pays for the call at the standard rate. santé24 archives the information that the insured person transmits electronically and telephone calls in accordance with the relevant data protection regulations. In the event of a dispute, the information and recordings can be used as evidence. The insurer has no access to this information unless authorised by the insured person.

2. The digital SymptomCheck app offered by the tele-medicine partner santé24 is one of the possible first points of contact under Art. 5 para. 2 of the SC, and provides recommendations for what to do next in the event of a health problem. The insured person has to answer questions about their health condition in the SymptomCheck app and then release the data via a corresponding confirmation. The insured person is not obliged to follow any recommendations provided by the SymptomCheck app or recommendations from any follow-up consultations with santé24. No data will be transmitted to santé24 without the consent of the insured person. If the insured person decides against transmitting their data in the app, they must additionally get in touch via another first point of contact in accordance with Art. 5 para. 2 of the SC in order to adhere to the insurance plan's treatment path. The SymptomCheck app is free to use.

To use the SymptomCheck app, the insured person has to install the app on an app-enabled mobile device (such as a smartphone). When registering, the insured person has to provide their core data to enable a user account to be set up in the SymptomCheck app. This is used in particular to identify the insured person and to enable later identification by santé24. The insured person may be asked by SWICA to provide this data when first setting up the SymptomCheck app. The SymptomCheck app only collects the data the insured person enters into the app. The insured person has to provide information about their condition and their health problem in as much detail as possible to enable the SymptomCheck app to provide recommendations for the next steps. Especially sensitive data such as health data or data about the insured person's personal life may be collected during this process. Further information about data processing can be found in the SymptomCheck app's conditions of use and data protection provisions.

Consultations by santé24 are free of charge. The insured person pays the standard phone rates for the call. santé24 records and archives its calls. In case of a dispute, the recordings can be used as evidence. The insurer cannot access this information directly without the insured person's authorisation.