Family Doctor Insurance

Regulations (KVG)
Version 08.2020

To make the provisions of the contract easier to read, the male personal pronoun is used; these designations also apply to females.

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Legal entity: Sanagate AG, Tribschenstrasse 21, 6005 Luzern

I General provisions

1 Principles

1.1 Family Doctor Insurance is a special form of basic insurance with a restricted choice of service providers in accordance with the Federal Health Insurance Act of 18 March 1994 (KVG). The family doctor chosen by the insured person (hereinafter referred to as the "coordinating doctor") ensures that the insured person receives holistic treatment and care in all health matters.

1.2 The insured person undertakes to have all treatment and all examinations carried out by the coordinating doctor or to let themselves be referred to a third party by said doctor. In this way, the insured person makes a contribution to cost-conscious medical provision.

1.3 The benefits guaranteed by the insurance correspond to the scope of benefits of basic insurance in accordance with the KVG, while taking into consideration the provisions restricting claims for benefits (Art. 7–15). The KVG is applicable, as are the Federal Act of 6 October 2000 on General Aspects of Social Security Law (ATSG) and the corresponding implementing provisions. The provisions of the regulations for insurance in accordance with the KVG of Sanagate AG (hereinafter referred to as "Sanagate") supplement the foregoing.

2 Scope

If a contract for Family Doctor Insurance exists, the restrictions as to the choice of service provider also apply by analogy to any supplementary insurance plans taken out with CSS Versicherung AG, inasmuch as such are provided for in the contract.

II Insurance relationship

3 Concluding the contract

On concluding the contract, the insured person chooses a coordinating doctor from the applicable list of doctors for Family Doctor Insurance. Which list of doctors applies is determined on the basis of the insured person's legal residence. The insurance begins on the first day of the month following conclusion of the contract. A change to another coordinating doctor is possible at a later date (section 14).

4 Termination

4.1 The insurance can be terminated in writing with effect from the end of a calendar year, subject to a three-month period of notice. If the insured person does not simultaneously transfer to the basic insurance of another insurer, termination of the insurance leads to the insured person being transferred to the regular basic insurance of Sanagate.

4.2 If the insured person moves away from the area in which the list of doctors applies, membership of Family Doctor Insurance ends and the insured person is transferred to regular basic insurance on the first day of the month following the move. The provisions of section 3 remain reserved.

4.3 If the coordinating doctor resigns or is excluded from the list of doctors, within one month of being asked to do so in writing the insured person may designate another doctor from the applicable list of doctors as the coordinating doctor or transfer to the regular basic insurance of Sanagate. Failure on the part of the insured person to exercise this right within the deadline leads to automatic transferral to the regular basic insurance of Sanagate.

4.4 If repeated breaches of the obligations stated in sections 7.1, 9.1, 10 and 11 occur or if the insured person remains abroad for longer than three months, Sanagate is entitled to exclude the person concerned from Family Doctor Insurance at the end of a calendar month, subject to a one-month period of notice. This leads to automatic transferral to the regular basic insurance of Sanagate. The right to grant a further contract for insurance at a later date remains reserved. A new contract for an alternative insurance model (Family Doctor Insurance or SanaCall) may not be concluded until at least two years following exclusion.

4.5 If medical treatment can no longer be provided by the coordinating doctor for reasons which lie within the responsibility of the insured person, Sanagate is entitled to exclude the insured person from Family Doctor Insurance at the end of a calendar month, subject to a one-month period of notice. This leads to automatic transferral to the regular basic insurance of Sanagate.

III Premiums and co-payment

5 Premiums

The insured person benefits from a discount on the premium for basic insurance. The current premium rate applies in every case.

6 Co-payment

Charges are made for the deductible and the retention fee incurred for outpatient or inpatient treatment and for the contribution to the costs of hospitalisation in accordance with the legal provisions for basic insurance and the regulations for insurance in accordance with the KVG of Sanagate.

IV Rights and obligations of the insured person

7 Care/treatment by the coordinating doctor

7.1 Insured persons requiring treatment consult their coordinating doctor in the first instance at all times (with the exception of sections 8, 9.2 and 13). If necessary, the coordinating doctor ensures that adequate treatment and care is given by further doctors or medical personnel.

7.2 If the insured person obtains outpatient or inpatient treatment directly in situations other than those mentioned in sections 8, 9.2 and 13 and without being referred by the coordinating doctor, they must bear the entire cost of treatment themselves.

8 Emergency treatment

8.1 In emergencies, the insured person must consult their coordinating doctor. If not available, the insured person should contact the coordinating doctor's deputy/locum or the regional emergency services at their place of residence or at the place where they are staying at the time, as the case may be.

8.2 If hospitalisation or treatment by an emergency doctor is necessary in an emergency, the insured person undertakes to inform, or have someone inform, the coordinating doctor as soon as possible. Any further check-up which might be necessary following this treatment should be carried out by the coordinating doctor. With the approval of the coordinating doctor, further treatment may be given by the emergency doctor for as long as is necessary.

9 Treatment by a specialist

9.1 If the insured person is referred by their coordinating doctor to a specialist who recommends further treatment or an operation, the insured person undertakes to inform, or to have someone inform, the coordinating doctor in advance and to obtain their approval.

9.2 The insured person is free to choose specialists in the following fields:
- Eye doctors (specialists for ophthalmology)
- Gynaecologists (specialists in gynaecology and obstetrics).

10 Referral to hospital

Referrals to hospitals or to semi-inpatient facilities may only be made by the coordinating doctor or with their approval (with the exception of sections 8, 9 and 13). The coordinating doctor determines whether hospitalisation is necessary and refers the insured person to a hospital.

11 Spa treatments and recovery cures

Referrals to spas and recovery homes may only be made by the coordinating doctor, or with their approval, if claims are to be made for insurance benefits.

12 Medication

12.1 The insured person undertakes in each case to request a lower-priced medicine from the medically prescribed class of substances, based on the list maintained by the Federal Office of Public Health (FOPH), entitled "New list of generic medicine with differentiated retention fees for original preparations and generic medicines" (Neue Generikaliste mit differenziertem Selbstbehalt bei Originalen und Generika). This may be either a generic medicine or a comparatively inexpensive original preparation.

12.2 If the insured person chooses a medicine from the list of generic medicine maintained by the FOPH with a higher retention fee (20%), for which a more economical alternative is available, only 50% of the costs will be reimbursed.

12.3 This rule does not apply if the insured person is dependent on the original preparation with a higher retention fee for medical reasons. A written confirmation to this effect issued by the attending doctor must be included when benefits are claimed.

13 Deputy

If the coordinating doctor chosen by the insured person from the list of doctors is absent, the insured person should consult the coordinating doctor's deputy/locum (with the exception of section 8). In the case of longer periods of absence, the insured person may nominate another coordinating doctor from the appropriate list of doctors.

14 Change of coordinating doctor

In cases where this is justified, the insured person may change their coordinating doctor on the first day of the next month and select another coordinating doctor from the appropriate list of doctors. Before doing so, the insured person must inform the previous coordinating doctor and Sanagate.

15 Lists

15.1 The currently applicable versions of the lists mentioned in these regulations are published on the Internet (www.css.ch).

15.2 The lists valid on the date of treatment always apply.

15.3 Sanagate can amend the lists named in the regulations annually (exception: list of generic medicine pursuant to section 12.1)

16 Access to records

On concluding the Family Doctor Insurance contract, the insured person consents to the condition whereby the coordinating doctor receives access to the data necessary for this insurance model concerning diagnosis, treatment and invoicing in connection with the provision of medical care. This form of insurance also requires an exchange of data between the coordinating doctor, Sanagate, and any third parties involved. The data in question concerns the diagnosis, treatment and invoicing of the insured person. This data will be made available in particular to specialists, hospitals, other medical staff and institutions involved in organising or providing medical services for the purpose of performing the contract or if a change of coordinating doctor occurs.

V Final provision

17 Entry into force

These Regulations enter into force on 1 August 2020.

Form. 1402e-07.20-effi

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