

# SanaCall

## 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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## I General provisions

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### 1 Purpose of SanaCall form of insurance

- 1.1 SanaCall is a special form of mandatory healthcare insurance within the meaning of Article 62 paragraph 1 of the Federal Health Insurance Act (KVG).  
In addition to the KVG, the Federal Act of 6 October 2000 on General Aspects of Social Security Law (ATSG) and the corresponding implementing provisions apply. The provisions of the regulations for insurance plans in accordance with the KVG of Sanagate AG (hereinafter referred to as "Sanagate") supplement the above.
- 1.2 Insured persons undertake to make use of the services of Medgate AG's telemedicine centre in the first instance before consulting a service provider or obtaining treatment. The aim of this measure is to achieve savings in the field of healthcare.
- 1.3 The telemedicine centre (hereinafter referred to as the "Centre for Telemedicine") is run by Medgate AG, a company which is not related to Sanagate AG and which employs doctors and telemedicine assistants who are available to provide medical advice by telephone 24 hours a day, 7 days a week.
- 1.4 The restrictions to the choice of service provider under SanaCall also apply by analogy to any other supplementary insurance plans taken out with CSS Versicherung AG, if provided for in the contract.

## II Insurance relationship

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### 2 Membership

SanaCall insurance is open to all persons insured under the KVG who live in an area in which Sanagate offers this form of insurance. The Centre for Telemedicine provides advice in English, French, German and Italian, and is not suitable for insured persons who do not speak any of these languages.

### 3 Admission

Individuals may be admitted to SanaCall insurance or change to SanaCall from another insurance model as provided for under the KVG and the relevant provisions of the implementing ordinance.

### 4 Change to a different insurance model

- 4.1 It is possible to change to a different insurance model (including regular healthcare insurance) or to another insurer at the end of each calendar year, subject to the period of notice in Article 7 paragraphs 1 and 2 KVG (regular period of notice: three months; extraordinary: one month). The provisions of Article 7 paragraphs 3 and 4 KVG remain reserved.
- 4.2 If Sanagate ceases to offer the SanaCall insurance option, insured persons will be transferred to regular healthcare insurance in accordance with the KVG. In this case, insured persons will be informed two months before the end of the calendar year that Sanagate intends to discontinue this particular insurance option.
- 4.3 SanaCall is not available to insured persons who live in an EU member state (EU), Iceland, Norway or the Principality of Liechtenstein and are gainfully employed in Switzerland, or to insured members of their family.  
If an insured person transfers their place of residence to a member state of the EU, or to Iceland, Norway or the Principality of Liechtenstein, Sanagate is entitled to exclude that person from SanaCall without notice at the end of the calendar month following that in which they transfer their place of residence.

## III Rights and obligations of the insured person

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### 5 Obligation to contact the Centre for Telemedicine and obligation to seek advice

- 5.1 In the event of a health problem resulting from illness or accident (where this latter risk is insured) and before making use of preventive services, insured persons or, if unable, a third party acting on their behalf are required to call the Centre for Telemedicine before consulting an outpatient service provider (e.g. doctor, chiropractor) and before being admitted to an inpatient facility (e.g. hospital, nursing home), including for outpatient treatment.
- 5.2 The Centre for Telemedicine will give the insured person medical advice and, if necessary, come to an agreement with them about the appropriate treatment and the time frame within which a service provider should be consulted and/or the number of consultations that should take place within a given time frame. Insured persons are bound by all the recommendations given with respect to treatment and/or categories of service provider (e.g. rheumatologists, cardiologists, etc.). However, as a rule, insured persons are free to choose the service provider they would like to consult under the recommendation made by the Centre for Telemedicine.
- 5.3 In cases where an insured person has a chronic and/or complex illness or requires corresponding treatment, the Centre for Telemedicine or Sanagate may propose that they participate in a patient support programme (e.g. care management, disease management, etc.). Insured persons must consent in writing to all measures necessary in connection with the proposed support programme, in particular the stipulations regarding access to, processing and transmission of the relevant data, otherwise they will not be permitted to participate in the patient support programme.  
If an insured person refuses in any way to participate in a proposed patient support programme, Sanagate may impose sanctions as stipulated in section 8.
- 5.4 Insured persons undertake 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 Generikalistik mit differenziertem Selbstbehalt bei Originalen und Generika). This may be either a generic medicine or a comparatively inexpensive original preparation. If insured persons choose a medicine from the list of generic medicine maintained by the FOPH that is subject to a higher retention fee (20%) and for which a more economical alternative is available, they will be reimbursed only 50% of the costs.  
This rule does not apply if insured persons are dependent on the original preparation for medical reasons. Written confirmation to this effect from the attending doctor must be included when benefits are claimed.
- 5.5 Insured persons must inform the Centre for Telemedicine within five working days at the latest if the doctor treating them proposes a further consultation, referral to another doctor or admission to a hospital or nursing home.

### 6 Payment of benefits

Sanagate pays the benefits provided for by mandatory healthcare insurance in accordance with the KVG only if insured persons comply with the obligations set out in the regulations.  
The provisions of Section 8 of these regulations apply if insured persons breach this condition.

## **7 Exceptions**

- 7.1 It is not necessary to contact the Centre for Telemedicine prior to preventive gynaecological examinations and treatment or check-ups during pregnancy.
- 7.2 Insured persons can have ophthalmic examinations and treatment without consulting the Centre for Telemedicine.
- 7.3 The Centre for Telemedicine does not have to be informed about each regular session of treatment received if insured persons are prescribed physiotherapy, ergotherapy, speech therapy, and/or nutrition or diabetes counselling. In addition, no notification is required for services provided by midwives and dentists.
- 7.4 In the event of emergency treatment in Switzerland or abroad, insured persons undertake to notify, or to have someone notify, the Centre for Telemedicine as soon as possible, but within no more than five working days. If a check-up is required following this treatment, it must be arranged in consultation with the Centre for Telemedicine. Subject to the approval of the Centre for Telemedicine, further treatment may be given by the emergency doctor for as long as is necessary. An emergency exists if the person's condition is deemed by them themselves or a third party to be life-threatening or in need of immediate treatment and it is no longer reasonable under the circumstances to contact the Centre for Telemedicine in advance.

## **IV Breach of obligations contained in these regulations**

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### **8 Sanctions**

If an insured person breaches the obligations contained in these regulations (i.e. neglecting to contact the Centre for Telemedicine, failing to accept the advice and recommendations of the Centre, etc.), Sanagate will not reimburse them for any costs incurred for treatment not recommended by the Centre for Telemedicine or will refuse to cover any costs billed directly by the service providers, as the case may be. Section 5.4 paragraph 2 above remains reserved.

In this case, Sanagate reserves the right to exclude the insured person in question from SanaCall at the beginning of the calendar month following that in which the breach of the regulations comes to its attention. As a result, the insured person will be transferred automatically to Sanagate's regular healthcare insurance plan. A new contract for an alternative insurance model (Family Doctor Insurance or SanaCall) may not be concluded until at least two years following exclusion.

## **V Premium and co-payment**

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### **9 Premium**

Sanagate grants a discount on the premium for regular healthcare insurance. The current rate applies in every case.

### **10 Co-payment**

The provisions of the Federal Health Insurance Act (KVG) apply to the deductible and retention fee. Insured persons can opt to pay a higher deductible than the regular deductible.

## **VI Miscellaneous**

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### **11 Data protection and processing**

- 11.1 Sanagate employees are bound by the legal obligation to maintain confidentiality as well as by additional legal stipulations and regulations governing data protection.
- 11.2 Sanagate processes data to determine the premium, process claims, perform statistical analyses and for Managed Care purposes. Data is stored either in hard copy or electronically.
- 11.3 Sanagate may pass on data to authorised third parties (in particular co-insurers or re-insurers), to the extent required and permissible by law. In addition, Sanagate may, to the extent permissible by law, acquire data from service providers, other insurers and authorities as necessary to clarify the entitlement to benefits.
- 11.4 Insured persons are entitled to request the information stipulated by law about data concerning them being processed by Sanagate.
- 11.5 Employees of the Centre for Telemedicine are also bound by the legal obligation to maintain confidentiality as well as by additional legal stipulations and regulations governing data protection.
- 11.6 Within the scope of this form of insurance, Sanagate provides the Centre for Telemedicine with the data concerning insured persons that is necessary for the performance of the contract, in particular their insurance number, surname, first name, date of birth, gender, address, invoices for treatment and details of insurance cover.
- 11.7 The Centre for Telemedicine provides Sanagate with the data it requires to check entitlement to benefits, in particular details of telephone calls (time of call) and the recommendations given. Medical data concerning insured persons is disclosed only to Sanagate's Medical Advisory Service.

### **12 Consent of insured persons to data transmission**

On admission to SanaCall, insured persons confirm that they agree to the conditions of the insurance and to the processing of their data.

### **13 Telephone advice**

The advice given by the Centre for Telemedicine is provided free of charge. Insured persons pay the standard rate for the telephone call. Telephone calls are recorded and archived by the Centre for Telemedicine. In case of dispute, recordings may be used as evidence and submitted in court if necessary. Sanagate has no direct access to this information unless expressly authorised by the insured person concerned.

### **14 Liability of the Centre for Telemedicine**

Liability for the advice and information given by telephone rests exclusively with the Centre for Telemedicine.

## **VII Final provisions**

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### **15 Publication of regulations**

Further information and binding notifications, such as changes to these regulations, are published on the insurer's website and in the CSS Magazine. These regulations are published on the Sanagate website and can also be requested from your local agency.

### **16 Entry into force**

These regulations enter into force on 1 August 2020.



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Insurance