

FIRST CALL mandatory healthcare insurance

Special Conditions Version 2018

All references to persons in this document apply to both genders.

Table of contents

General provisions		2
Art. 1	Purpose of FIRST CALL insurance	2
Art. 2	Legal basis	2
Insurance relationship		2
Art. 3	Membership	2
Art. 4	Admission	2
Art. 5	Change of insurance option	2
Insured benefits		2
Art. 6	Mandatory contact with Medgate and advice from Medgate	2
Art. 7	Benefits paid	2
Art. 8	Exceptions	2
Premiums and co-payment		2
Art. 9	Premiums	2
Art. 10	Co-payment	2
Breach of the obligation to contact Medgate		2
Art. 11	Sanctions	2
Miscellaneous		3
Art. 12	Data protection	3
Art. 13	Obligations of the insured person	3
Art. 14	Telephone advice	3
Art. 15	Liability of Medgate	3
Final provisions		3
Art. 16	Data processing and confidentiality clause	3
Art. 17	Entry into force	3

I General provisions

Art. 1 Purpose of FIRST CALL insurance

1. FIRST CALL health insurance is an option of the mandatory healthcare insurance in accordance with the Federal Health Insurance Act (KVG), under which the insured person is prepared to comply with certain conditions before consulting a doctor and before undergoing treatment in case of illness or accident, provided the latter risk is insured.
2. The insured person undertakes to make use of the services of Medgate before starting therapy. The aim is ultimately to achieve savings in the field of health care.
3. Medgate is a company independent of INTRAS, which employs doctors and nurses who are available for medical advice 24 hours a day, 7 days a week.

Art. 2 Legal basis

FIRST CALL insurance is an insurance option in accordance with article 62, paragraph 1 KVG.

Insurance relationship

Art. 3 Membership

FIRST CALL insurance is open to everyone who is subject to mandatory healthcare insurance in accordance with the KVG.

Art. 4 Admission

Admission to FIRST CALL insurance or a change from MINIMA insurance to FIRST CALL insurance is possible at any time on the first day of the month following that in which the application is submitted.

Art. 5 Change of insurance option

1. The insured person may at any time, subject to a one-month period of notice, request a transfer to one of the other forms of insurance operated by INTRAS in accordance with the KVG, with effect from 1 January of the given calendar year. The provisions of article 7, paragraphs 3 and 4 KVG are reserved.
2. If INTRAS ceases to offer the FIRST CALL option, the insured person will be transferred to another form of health insurance operated by INTRAS in accordance with the KVG. In such a case, the insured person will be informed at least three months before the end of the calendar year that INTRAS intends to discontinue this insurance option.
3. If the insured person's place of residence is transferred to a member state of the EU (European Union) or EFTA (European Free Trade Association), the insured person will be transferred automatically to the MINIMA mandatory healthcare insurance of INTRAS, which complies with European standards.

Insured benefits

Art. 6 Mandatory contact with Medgate and advice from Medgate

1. If the insured person experiences a health problem as a result of illness or accident, provided the risk is insured he, or a third party if the insured is unable to do so, undertakes to contact Medgate by telephone before consulting any doctor or chiropractor, and before being admitted to hospital.
2. Medgate gives the insured person medical advice and comes to an agreement with him about the appropriate,

necessary treatment and the time frame within which a service provider should be consulted. As a rule, the insured person is free to choose the service provider he would like to consult within the framework of the recommendation made by Medgate.

3. The insured person must inform Medgate if the attending doctor proposes a further consultation, referral to another doctor or admission to a hospital or nursing home.
4. The insured person must inform Medgate of his discharge from a hospital or nursing home as soon as possible, but at the latest within 20 days.

Art. 7 Benefits paid

INTRAS pays the benefits provided for by the mandatory healthcare insurance in accordance with the KVG if the insured person complies with the conditions set by Medgate.

Art. 8 Exceptions

1. In the event of emergency treatment in Switzerland or abroad, the insured person must inform Medgate without delay, but at the latest within 20 days following the start of treatment.
2. There is no necessity to contact Medgate prior to the preventive gynaecological examination permitted per calendar year.
3. Each insured person may undergo one ophthalmic examination per calendar year without consulting Medgate.
4. The insured person is not obliged to inform Medgate of treatment prescribed for physiotherapy, ergotherapy or speech therapy. No notification is required for check-ups during pregnancy.

Premiums and co-payment

Art. 9 Premiums

In return for compliance with the conditions, INTRAS grants the insured person a discount on the premium, based on the current INTRAS rate for the MINIMA mandatory healthcare insurance.

Art. 10 Co-payment

The provisions of the Federal Health Insurance Act (KVG) apply to the deductible and retention fee. The insured person may choose to pay a higher deductible than the regular deductible.

Breach of the obligation to contact Medgate

Art. 11 Sanctions

1. If the insured person fails to contact Medgate in accordance with the above articles or if he fails to follow the advice and recommendations given, INTRAS will take into account 50 % of the invoice(s) for treatments not recommended by Medgate, before calculating the entitlement to benefits and the co-payment.
2. The amount to be borne by the insured person under paragraph 1 above is limited per calendar year to five times the annual discount granted.
3. If the insured person breaches his obligation to contact Medgate or to follow its recommendations more than three times in any one calendar year, INTRAS reserves the right to exclude him from the FIRST CALL insurance and to transfer him to one of the other forms of mandatory health insurance operated by INTRAS.

Miscellaneous

Art. 12 Data protection

1. Medgate undertakes to comply with the provisions of the KVG and of the Federal Act on General Aspects of Social Security Law (ATSG) concerning data protection as well as those of the Federal Data Protection Act.
2. INTRAS grants Medgate access to the following data pertaining to the insured person: insurance number, surname, first name, date of birth, gender, address and insurance cover. INTRAS reserves the right to provide Medgate with invoices for treatment, if these are necessary to assess any treatment covered within the scope of this form of insurance.
3. Medgate provides INTRAS with the data it requires to determine the entitlement to benefits, namely the date of the telephone call and the recommendations made by Medgate. No medical data or data falling under the scope of the Federal Data Protection Act may be communicated to INTRAS. The employees of Medgate are obliged to maintain professional secrecy as laid down in article 33 of the Federal Act on General Aspects of Social Security Law.

Art. 13 Obligations of the insured person

Upon admission to the FIRST CALL insurance, the insured person confirms that he agrees to the conditions and consents to the sharing of the data mentioned above.

Art. 14 Telephone advice

The advice given by Medgate is provided free of charge. The insured person pays the standard rate for the telephone call. Telephone calls are recorded and archived by Medgate. In case of dispute, recordings may be used as evidence. INTRAS has no direct access to this information.

Art. 15 Liability of Medgate

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

Final provisions

Art. 16 Data processing and confidentiality clause

1. INTRAS guarantees the careful handling of data acquired within the framework of the insurance contract. Insured persons are protected against the illicit use of automated data pertaining to them by the provisions of the Data Protection Act.
2. INTRAS processes data to determine the premium, process claims, for statistical analyses and for Managed Care. Data is stored either as hard copy or electronically.
3. If necessary, INTRAS is authorised to transmit the data contained in the KVG application for admission or deriving from the performance of the insurance contract or handling of claims to authorised third parties. The insured person authorises INTRAS to obtain directly from service providers, supplementary health insurance providers and other institutions all the data it might need to evaluate the entitlement to benefits.
4. The insured person is entitled to request information on the processing of data concerning him, as laid down by law. Consent to the processing of data may be revoked at any time.
5. The employees of INTRAS who have knowledge relating to the state of health, entitlement to benefits and drawing of benefits are obliged to maintain professional secrecy in accordance with Art. 33 of the Federal Act on General

Aspects of Social Security Law and with the provisions of INTRAS's regulations regarding data protection and processing.

Art. 17 Entry into force

These Special Insurance Conditions enter into force on 1 January 2008.

The Federal Health Insurance Act (KVG) applies in all cases not regulated by these Special Insurance Conditions.

Translation: Only the original German text approved by the Swiss Supervisory Authority is binding.