

# Callmed

## Regulations (KVG) Version 01.2018

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

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## I General provisions

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### 1 Purpose of Callmed form of insurance

- 1.1 Callmed insurance is a special form of the mandatory healthcare insurance within the meaning of Art. 62 para. 1 of the Federal Health Insurance Act (KVG). The KVG is applicable, as are the Federal Act of 6 October 2000 on General Aspects of Social Security Law (ATSG) and the corresponding administrative provisions. The provisions of the regulations for insurance in accordance with the KVG of CSS Kranken-Versicherung AG (hereinafter referred to as "CSS") supplement the foregoing.
- 1.2 The insured person undertakes to make use of the services of the Medgate SA centre for telemedicine in the first instance before consulting a service provider or obtaining treatment. The aim is to achieve savings in the field of health care.
- 1.3 The Medgate SA centre for telemedicine (referred to below as the "Centre for Telemedicine") is a company which is independent of CSS and which employs doctors and telemedicine assistants who are available to provide medical advice by telephone 24 hours a day, seven days a week.
- 1.4 The restrictions to the choice of service provider applicable to Callmed insurance apply by analogy to any other supplementary insurance plans taken out with CSS Versicherung AG, if such are provided for in the contract.

## II Insurance relationship

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### 2 Membership

Callmed insurance is available to all persons insured under the Federal Health Insurance Act KVG who are resident within the territory in which CSS offers this form of insurance. The Centre for Telemedicine provides advice in German, French, Italian and English, and is not suitable for insured persons who do not speak one of these languages.

### 3 Admission

Individuals may be admitted to Callmed insurance or change to Callmed from another insurance model as provided for under the KVG and the corresponding ordinance provisions.

### 4 Change to a different insurance model

- 4.1 A change to a different insurance model (including the regular healthcare insurance) or to another insurer is possible at the end of a 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 are reserved.
- 4.2 If CSS ceases to offer the Callmed insurance option, the insured person will be transferred to the regular healthcare insurance in accordance with the KVG. In such a case, the insured person will be informed two months before the calendar year expires that CSS intends to discontinue this insurance option.
- 4.3 Callmed will not be made available to insured persons or insured members of their family who live in an EU member state (EU), in Iceland, Norway or the Principality of Liechtenstein, and who are gainfully employed in Switzerland. If the insured person's place of residence is transferred to a member state of the EU, or to Iceland, Norway or the Principality of Liechtenstein, CSS is entitled to exclude the person concerned from Callmed insurance without notice at the end of the calendar month following that in which the place of residence is transferred.

## III Rights and obligations of the insured person

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### 5 Mandatory contact with the Centre for Telemedicine and mandatory consultation of advisory services

- 5.1 If the insured person experiences a health problem as a result of illness or accident (provided this risk is insured), and in the case of preventive services, the insured person (or a third party if the insured person is unable to do so) undertakes to contact the Centre for Telemedicine by telephone before consulting outpatient service providers (e.g. doctor, chiropractor) and/or before every admission (even for outpatient treatment) to an inpatient facility (e.g. hospital, nursing home).
- 5.2 The Centre for Telemedicine gives the insured person medical advice and, if necessary, comes to an agreement with the insured person about the appropriate treatment and the time frame within which a service provider should be consulted and/or about the number of consultations that should take place within a specific time frame. The insured person is 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, the insured person is free to choose the service provider he would like to consult within the framework of the recommendation made by the Centre for Telemedicine.
- 5.3 In cases where the insured person has a chronic and/or complex illness or requires chronic and/or complex treatment, the Centre for Telemedicine or CSS may propose that the insured person participate in a patient support programme (e.g., care management, disease management, etc.). The insured person 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 the insured person will not be permitted to participate in the patient support programme. If an insured person refuses in any way to participate in a patient support programme that has been proposed to him, CSS can implement the applicable sanctions as stipulated in section 8.
- 5.4 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 (BAG). This may be either a generic medicine or a comparatively inexpensive original preparation. If the insured person chooses a medicine from the list of generic medicine maintained by the BAG with a higher retention fee (20%), for which a more economical alternative is available, only 50% of the costs will be reimbursed.  
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.
- 5.5 The insured person must inform the Centre for Telemedicine within five working days at the latest if the attending doctor he consults proposes a further consultation, referral to another doctor or admission to a hospital or nursing home.

### 6 Payment of benefits

CSS only pays the benefits provided for by the mandatory healthcare insurance in accordance with the KVG if the insured person complies with the obligations defined in the regulations.

The provisions of Section 8 of these regulations apply if the insured is in breach of this condition.

## 7 Exceptions

- 7.1 There is no necessity to contact the Centre for Telemedicine prior to preventive gynaecological examinations and treatment. No notification is required for check-ups during pregnancy.
- 7.2 The insured person 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 the insured person is prescribed physiotherapy, ergotherapy, speech therapy, and/or nutrition or diabetes counselling. No notification is required of services provided by midwives and dentists.
- 7.4 In the event of emergency treatment in Switzerland or abroad, the insured person undertakes to notify, or to have someone notify, the Centre for Telemedicine as soon as possible, however, at the latest within five working days. If a check-up is required following this treatment, the check-up must be arranged in consultation with the Centre for Telemedicine. With the consent of the Centre for Telemedicine, the emergency doctor may continue treatment for as long as necessary.
- An emergency is said to exist if a situation is assessed as life threatening by the person himself or by a third party, or if there is an urgent need for 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 the insured person is in breach of the obligations contained in these regulations (neglecting to contact the Centre for Telemedicine, failing to accept the advice and recommendations of the Centre, etc.) CSS will not reimburse any costs incurred by the insured person for treatment not recommended by the Centre for Telemedicine or will refuse to cover any direct costs of service providers, as the case may be. Section 5.4 paragraph 2 remains reserved.

In such a case, CSS reserves the right to exclude the insured person concerned from Callmed insurance at the beginning of the calendar month following that in which the breach of the regulations comes to the attention of the insurer. **This leads to automatic transferal to the regular healthcare insurance of CSS.** A new contract for an alternative insurance model (Health Maintenance Organisation Insurance, Profit Family Doctor Insurance or Callmed) may not be concluded until at least two years following exclusion.

## V Premium and co-payment

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### 9 Premium

CSS grants a discount on the premium for the 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. The insured person can opt to pay a higher deductible than the regular deductible.

## VI Miscellaneous

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### 11 Data protection and processing

- 11.1 CSS employees are bound by the legal obligation to maintain confidentiality as well as by additional legal stipulations and regulations governing data protection.
- 11.2 CSS processes data to determine the premium, process claims, for statistical analyses and for Managed Care. Data is stored either as hard copy or electronically.
- 11.3 To the extent required and permissible by law, CSS can pass on data to authorised third parties (in particular co-insurers or re-insurers). In addition, to the extent permissible by law, CSS can 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 information about the data pertaining to them being processed by CSS as laid down by law.
- 11.5 Employees of the Centre for Telemedicine are bound by the legal obligation to maintain confidentiality as well as by additional legal stipulations and regulations governing data protection.
- 11.6 Within the framework of this form of insurance, CSS delivers data pertaining to the insured person necessary for the performance of the contract to the Centre for Telemedicine, in particular the insured person's number, surname, first name, date of birth, gender, address, invoices for treatment and details of the insurance cover.
- 11.7 The Centre for Telemedicine provides CSS with the data it requires to check the entitlement to benefits, in particular details of telephone calls (time of call) and the recommendations given. Medical data pertaining to the insured person is only disclosed to the Medical Advisory Service of CSS.

### 12 Consent to data transmission by the insured person

On admission to Callmed insurance, the insured person confirms that he agrees to the conditions of the insurance and to the processing of data pertaining to him.

### 13 Telephone advice

The advice given by the Centre for Telemedicine is provided free of charge. The insured person pays 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 to the court as such if necessary. In the absence of express authorisation by the insured person, CSS has no direct access to this information.

### 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 the present Regulations, are published on the insurer's website, as well as in the CSS Magazine. These Regulations are publishing on the website and available from agencies.

### 16 Entry into force

These regulations enter into force on 1 January 2018.

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



CSS

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