

# Profit Family Doctor Insurance

## Regulations (KVG) Version 01.2024

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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### Art. 1 Principles

- 1.1 Profit Family Doctor Insurance is a special form of mandatory healthcare insurance with a restricted choice of service providers in accordance with the Federal Health Insurance Act of 18 March 1994 (KVG). The general practitioner chosen by the insured person (hereinafter referred to as the "coordinating doctor") ensures that insured persons receive holistic treatment and care in all health matters.
- 1.2 Insured persons undertake 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 they make a contribution to cost-conscious medical provision.
- 1.3 The benefits guaranteed by the insurance correspond to the scope of benefits of the mandatory healthcare 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 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.

### Art. 2 Scope of application

If a contract for Profit 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

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### Art. 3 Concluding the contract

On concluding the contract, insured persons choose a coordinating doctor from the CSS list of doctors for Profit Family Doctor Insurance (hereinafter referred to as the "CSS list of doctors") that is applicable at the time. Which CSS list of doctors applies is determined on the basis of the insured person's legal residence. Profit Family Doctor Insurance begins on the first of the month following conclusion of the contract. A change to another coordinating doctor is possible at a later date (Art. 14).

### Art. 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 mandatory healthcare insurance of another insurer, termination of the insurance leads to the insured person being transferred to the mandatory healthcare insurance of CSS Kranken-Versicherung AG.
- 4.2 If the insured person moves away from the area in which the CSS list of doctors applies, membership of the Profit Family Doctor Insurance ends and the insured person is transferred to the mandatory healthcare insurance on the first day of the month following the move. The provisions of Art. 3 remain reserved.
- 4.3 If the coordinating doctor resigns or is excluded from the CSS list of doctors, within one month of being asked to do so in writing by CSS, insured persons may designate another doctor from the applicable CSS list of doctors as the coordinating doctor or transfer to the mandatory healthcare insurance of CSS. Failure on the part of the insured person to exercise this right within the deadline leads

to automatic transferral to the mandatory healthcare insurance of CSS.

- 4.4 If repeated breaches of the duties stated in Art. 7.1, 9.1, 10 and 11 occur or if insured persons remain abroad for longer than three months, CSS is entitled to exclude the persons concerned from the Profit 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 mandatory 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.

- 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, CSS is entitled to exclude the insured person from the Profit 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 mandatory healthcare insurance of CSS.

## III Premiums and co-payment

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### Art. 5 Premiums

Insured persons receive a discount on the premium for the mandatory healthcare insurance. The current premium rate applies in every case.

### Art. 6 Co-payment

Charges are made for the deductible and the retention fee for outpatient or inpatient treatment and for the contribution to the costs of hospitalisation in accordance with the legal provisions of the mandatory healthcare insurance and the corresponding provisions of the regulations for insurance in accordance with KVG of CSS.

## IV Rights and obligations of insured persons

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### Art. 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 Art. 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 insured persons obtain outpatient or inpatient treatment directly in situations other than those mentioned in Art. 8, 9.2 and 13 and without being referred by the coordinating doctor, CSS will cover the costs or impose sanctions as follows:
  - a) First breach of the Regulations: a written reminder setting out the sanctions that will apply if the breach is repeated.
  - b) Second breach of the Regulations onwards: the insured person must themselves pay a maximum amount of CHF 500 per bill. As it results from a failure to comply with the Regulations, this payment will not be counted towards the deductible and retention fee.
  - c) From the second breach of the Regulations onwards, CSS may also reassign the insured person to the CSS mandatory healthcare insurance scheme without further notice and with effect from the first of the following month.

The costs that the insured person must pay are calculated on the basis of all the benefits that they have claimed in connection with the breach of the Regulations.

The sanction applies irrespective of fault, point in time, or the age of the insured person.

#### **Art. 8 Emergency treatment**

8.1 In emergencies, insured persons consult their coordinating doctor. If he is not available, insured persons should contact the medical advice centre mandated to provide services by CSS (the phone number can be found on the insurance card) or either 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 persons undertake to inform the coordinating doctor, or have someone inform him, 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.

#### **Art. 9 Treatment by a specialist**

9.1 If insured persons are referred by their coordinating doctor to a specialist who recommends further treatment or an operation, the insured persons undertake to inform the coordinating doctor in advance, or to have someone inform him, and to obtain his approval.

9.2 Insured persons are free to choose specialists in the following fields:

- Eye doctors (specialists for ophthalmology)
- Gynaecologists (specialists in gynaecology and obstetrics).

#### **Art. 10 Referral to hospital**

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

#### **Art. 11 Spa and recovery cures**

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

#### **Art. 12 Medicine**

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 (40%), 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.

#### **Art. 13 Deputy/locum**

If the coordinating doctor chosen by insured persons from the CSS list of doctors is absent, the insured persons should consult the medical advice centre mandated to provide services by CSS (the phone number is printed on the insurance card) or the coordinating doctor's deputy/

locum (with the exception of Art. 8). In the case of longer periods of absence, insured persons may nominate another coordinating doctor from the appropriate CSS list of doctors.

#### **Art. 14 Change of coordinating doctor**

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

#### **Art. 15 Lists**

15.1 The currently applicable versions of the lists mentioned in these regulations are published on the Internet ([www.css.ch](http://www.css.ch)) and may also be obtained from the agency responsible.

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

15.3 CSS can amend the lists named in the regulations annually (exception: list of generic medicine in accordance with Art. 12.1)

#### **Art. 16 Data protection**

Data protection is based on the KVG, the ATSG and the Federal Data Protection Act of 25 September 2020.

In the case of Profit Family Doctor Insurance, the necessary health and contract data will be disclosed to the family doctor or coordinating doctor and any third parties, 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.

This form of insurance requires data concerning the diagnosis, treatment and invoicing of the insured persons to be disclosed to CSS by the family doctor or coordinating doctor and any third parties.

The processing of data by CSS is additionally explained in the CSS privacy policy ([css.ch/data-protection](http://css.ch/data-protection)).

#### **Art. 17 Fees**

The insured person has various options for paying their premiums and co-payments without incurring any charges. CSS may pass on to the insured person the fees that are charged on payments made at Swiss Post counters or other physical Swiss Post access points.

## **V Final provision**

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#### **Art. 18 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 published on the website and can also be requested from your local agency.

#### **Art. 19 Entry into force**

These regulations enter into force on 1 January 2024.

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

