

Callmed

Regulations (KVG) Version 01.2024

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

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 telemedicine centre or the "digital triage tool" 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 telemedicine centre (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

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

5 Obligation to contact the Centre for Telemedicine or use the "digital triage tool" and obligation to seek advice

- 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). The insured person also has the option to use the "digital triage tool" offered by an external provider/partner of CSS for as long as this offer applies.
- 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. The "digital triage tool" entitles the insured person to go directly to a family doctor or a specialist without first having to contact the Centre for Telemedicine, provided that the "digital triage tool" indicates that the insured person should go directly to a family doctor/specialist. The insured person must comply with the recommended benefit category.
If the insured person generates a time frame for treatment under the recommended benefit category, e.g. family doctor, based on the triage outcome, they must act in accordance with the triage outcome.
If the time frame is insufficient, or if there is a change to the treatment plan, the insured person must obtain the authorisation of the Centre for Telemedicine before using any further medical services or the application provided by CSS.
- 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 (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.

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 or to use the "digital triage tool" 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 or the "digital triage tool".

7.3 The Centre for Telemedicine or the "digital triage tool" 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 or the application provided by CSS as soon as possible, however, at the latest within ten 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

8 Sanctions

If an insured person breaches the obligations contained in these Regulations (i.e. neglecting to notify the Centre for Telemedicine or the "digital triage tool", failing to accept their advice and recommendations, etc.), CSS will cover the costs or impose sanctions as follows (section 5.4 para. 2 above is reserved):

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.

V Premium and co-payment

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

11 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 Callmed Insurance, the necessary contract data will be disclosed to the Centre for Telemedicine for the purpose of performing the contract. Insured persons identify themselves in the Well app by entering their contract data (insurer, model, insurance number).

The Centre for Telemedicine provides CSS with the health and contract data it requires to check the entitlement to benefits, in particular details of telephone calls (time of call) and the recommendation given. Medical data pertaining to the insured person is only disclosed to the Medical Advisory Service of CSS. The Well app only provides CSS with the insurance number and information on the treatment time frame.

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

12 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.

13 Liability of the Centre for Telemedicine

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

14 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.

VII Final provisions

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 2024

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