CSS
Insurance

FIRST MED mandatory healthcare insurance

Special Conditions (KVG)
Version 01.2018

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

Table of contents

I	**General provisions**	
1	Legal basis	2
2	Purpose of FIRST MED insurance	2
II	**Insurance relationship**	
3	Membership	2
4	Admission	2
5	Change to a different insurance model	2
6	Principle of insurance	2
7	Obligations of the insured person	2
8	Benefits paid	2
9	Exceptions	2
10	Premiums	3
11	Co-payment	3
12	Infringement of the obligations of the insured person	3
13	Data processing and confidentiality clause	3
III	**Final provisions**	
14	Publication of Regulation	3
15	Entry into force	3

I General provisions

Art. 1 Legal basis

The FIRST MED insurance plan is governed by the Federal Health Insurance Act of 18 March 1994 (hereinafter referred to as the "KVG") and its implementing ordinances, as well as by the Federal Act on General Aspects of Social Security Law of 6 October 2000 (ATSG). The provisions of the regulations for insurance in accordance with the KVG of INTRAS Kranken-Versicherung AG (hereinafter referred to as "INTRAS") supplement the foregoing.

Art. 2 Purpose of FIRST MED insurance

FIRST MED insurance is an option of the mandatory healthcare insurance in accordance with Article 62, paragraph 1 KVG, which involves a restricted choice of service provider in accordance with Article 41 KVG and Articles 99 to 101 of the Health Insurance Ordinance (KVV).

II Insurance relationship

Art. 3 Membership

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

Art. 4 Admission

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

Art. 5 Change to a different insurance model

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 of the KVG are reserved.
2. If INTRAS ceases to offer the FIRST MED 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.
4. If the insured person remains abroad for more than three months, INTRAS has the right to exclude the individuals concerned from FIRST MED subject to a period of notice of one month, effective at the end of a calendar month. This leads to automatic transferral to the MINIMA mandatory healthcare insurance offered by INTRAS.

Art. 6 Principle of insurance

1. FIRST MED insurance operates on the principle of the general practitioner (GP) model, i.e. basic care is provided by a doctor of first resort who coordinates further treatment and, if necessary, refers the insured person to another service provider.
2. INTRAS reimburses the cost of the services provided, prescribed or delegated by the general practitioner.
3. The insured person designates a doctor as his general practitioner and undertakes to consult this doctor in the first instance when medically necessary, except in emergencies or the particular cases mentioned in Article 9.
4. If the coordinating doctor resigns or is excluded from the INTRAS list of family doctors, within one month of being asked to do so in writing by INTRAS, insured persons may designate another doctor from the applicable list of family doctors as the coordinating doctor or transfer to the MINIMA mandatory healthcare insurance offered by INTRAS. **Failure on the part of the insured person to exercise this right within the deadline leads to automatic transfer to the MINIMA mandatory healthcare insurance offered by INTRAS.**

Art. 7 Obligations of the insured person

1. Choosing a general practitioner
   On admission to the FIRST MED insurance plan, the insured person chooses a doctor from the list of general practitioners for basic care issued by INTRAS. A subsequent change of doctor is possible (cf. Article 7 paragraph 5).
2. When medical services are required
   a) The insured person must contact or consult his GP.
   b) If the GP is not available, the insured person should contact the deputy/locum designated by the GP, or the emergency services.
3. Consulting a specialist or another service provider
   The prior consent of the GP is required for any consultation with a specialist or other service provider (e.g. physiotherapist, chiropractor, specialist at the hospital etc.).
   In such a case, the insured person must submit referral confirmation from his GP to INTRAS. This is regarded as proof that the treatment was prescribed by the general practitioner and must be sent to INTRAS within 10 days of the start of treatment.
4. Inpatient treatment
   Except in an emergency (as defined in Article 9 below), the prior consent of the GP is necessary for every period of inpatient or semi-inpatient hospitalisation and for every spa treatment.
5. Change of general practitioner
   The insured person may change his GP, but only once per calendar year, or if he moves his place of residence. In such a case, he must inform INTRAS beforehand of this change, or at the latest within 10 days.
6. Data consultation rights and disclosure of data
   The insured person consents to information concerning his medical treatment or healthcare invoices being disclosed to the GP or to the deputy/locum designated by the GP. In any case, access to data must be limited to information that is strictly necessary for the proper functioning of the FIRST MED insurance plan.
   In the event of a change of GP the insured person consents to this information being disclosed to the new GP, and therefore releases the former GP from his obligation to maintain professional secrecy.

Art. 8 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 out in Article 7.

Art. 9 Exceptions

The insured person is released from the obligation to consult his GP in the first instance in the following cases:

1. In emergencies:
   An emergency is said to exist if the condition of the insured person is deemed by the insured person himself or by a third party as life threatening, or if there is an urgent need

for treatment. In this case, the insured person must advise his GP of the circumstances within 30 days.

2. For the following medical services:
   – ophthalmological examinations and treatments
   – gynaecological examinations and treatments
   – treatment in connection with pregnancy and childbirth
   – follow-up of treatments for chronic illness
   – dental treatments under the mandatory healthcare insurance

Art. 10 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. 11 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.

Art. 12 Infringement of the obligations of the insured person

In the event of repeated breaches of the obligations set out in Art. 7 (paras. 2 to 4), INTRAS will not reimburse any costs for outpatient or inpatient treatment that has been sought directly, without prior referral from the chosen family doctor. The insured person must bear all of the associated costs themselves. In such cases, INTRAS has the right to exclude the individuals concerned from FIRST MED Family Doctor Insurance subject to a period of notice of one month, effective at the end of a calendar month. **This leads to automatic transfer to the MINIMA mandatory healthcare insurance offered by INTRAS.** A new contract for an alternative insurance model (FIRST MED Family Doctor Insurance, FIRST CALL or Callmed) may not be concluded until at least two years following exclusion.

Art. 13 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 the data contained in the insurance contract or gathered during performance of the contract or from claims handling, and uses it in particular to determine the premium, for risk assessment, to process claims, and for statistical analyses. This 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 Article 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.

III Final provisions

Art. 14 Publication of Regulation

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.

Art. 15 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.

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