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## General Conditions of Insurance (GCI) for the General Practitioner model DOCMED

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### Introduction

“KLuG Krankenversicherung”, hereinafter referred to as KLuG, is insurer of the insurances pursuant to these General Conditions of Insurance (GCI) and manages its insurance offer under the registered brand KLuG with effect from 1st January 2021.

#### A. General regulations

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##### Article 1 Objective and purpose

1. The General Practitioner model pursues the following objectives:
  - Strengthening a responsible and healthy lifestyle of the policyholder
  - Promoting mutual trust between the General Practitioner and the patient
  - Coordination of all medical treatments by the selected General Practitioner
2. The General Practitioner coordinates all treatments, operations and stays. The aim is to increase the quality and efficiency of the medical services and to achieve cost savings in the healthcare sector.

##### Article 2 Legal bases

1. The General Practitioner model is mandatory health insurance with a limited choice of service providers and represents a special form of insurance within the meaning of art. 41 para. 4 KVG [Health Insurance Act ] in connection with art. 62 para. 1 KVG.
2. The General Practitioner model is characterised particularly by a limited choice of doctors.

#### B. Insurance relationship

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##### Article 3 Insurance option

The General Practitioner model is open, within the scope of the legal regulations, for all interested persons having their place of residence in areas where KLuG Krankenversicherung operates this form of insurance.

##### Article 4 Accession

Accession from the ordinary health insurance to the General Practitioner model is possible at any time on the first day of the month following the application.

##### Article 5 Selection of the General Practitioner

During the selection of the General Practitioner, the policyholders restrict themselves voluntarily by selecting a General Practitioner from the list published by KLuG Krankenversicherung and always consulting this General Practitioner first for a medical treatment.

## Article 6 Change of the General Practitioner

The policyholders can change their selected General Practitioner on the first day of the following month in justified cases. They notify their health insurance and their General Practitioner in writing. In the following cases, the policyholder can change to another General Practitioner without observance of a notice period:

- a. in case of change of the place of residence of the policyholder
- b. in case of relocation of the General Practitioner's practice to a different political municipality;
- c. in case of a quarrel between the policyholder and the selected General Practitioner, with the condition that the previous General Practitioner should be informed about the change

## Article 7 Change of insurance

1. The change from the ordinary health insurance to the General Practitioner model is possible at any time (art. 100 para. 2 KVV [Health Insurance Ordinance]) unless the policyholder changes into the mandatory health insurance of another insurer.
2. The change from the General Practitioner model to another form of insurance or to another health insurer is possible at the end of a calendar year with observance of the notice period defined in art. 7 para. 1 and 2 KVG.
3. A premature exit from the General Practitioner model is possible at any time under the following conditions:
  - Change of the place of residence of the policyholder into a region where KLuG Krankenversicherung does not operate the General Practitioner model. The policyholders inform KLuG Krankenversicherung about such an event.
  - KLuG Krankenversicherung waives the operation of the General Practitioner model. KLuG Krankenversicherung informs the policyholders about such an event.
4. Relocation of the place of residence abroad ends the insurance on the day of the actual departure from Switzerland in any case. KLuG Krankenversicherung must be informed about the departure.
5. If medical treatment by the General Practitioner is not or no longer possible for one of the following reasons, KLuG Krankenversicherung is entitled to transfer the policyholder into the mandatory health insurance at the end of a calendar month with a notification and observance of a notice period of 30 days:
  - Stay abroad, which results in an absence from Switzerland of more than 3 months
  - The selected General Practitioner is no longer available (e.g. due to departure, abandonment of practice, etc.) and the policyholder has not notified about a new General Practitioner within 30 days despite a request.

## C. Main features and insurance benefits

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### Article 8 Principle

The General Practitioner must always be consulted first for the outpatient, semi-residential and inpatient treatment as well as the order for the purchase of medicines and adjuvants, unless otherwise stipulated by the GCI. If necessary, he/she assigns a Medical Specialist or medical assistants to the policyholders or initiates inpatient services.

## Article 9 Exceptions

1. **Emergency**  
Emergency treatments are covered within the scope of the mandatory health insurance independent from whether the treatment is carried out by the General Practitioner or an emergency doctor. Verification of the medical necessity by the General Practitioner or the Medical Officer of KLuG Krankenversicherung remains reserved.
2. **Gynaecologist**  
KLuG Krankenversicherung gives the policyholder free choice for gynaecological examinations and treatments as well as the obstetrical care from Specialists in Gynaecology and Obstetrics. The General Practitioner must be consulted and his/her consent must be obtained before gynaecological operations.
3. **Ophthalmologist**  
KLuG Krankenversicherung gives the policyholder free choice for ophthalmological examinations and treatments. The General Practitioner must be consulted and his/her consent must be obtained before ophthalmological operations.
4. **Paediatrician – Paediatrician for children up to the completed 12th year of age.**  
KLuG gives free choice to children up the age of 12 years for paediatric examinations and treatments from a Paediatrician.

## Article 10 Benefits offered

Except for the free choice, the General Practitioner model guarantees all benefits of the mandatory health insurance pursuant to the KVG.

## D. Premiums

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### Article 11 Premium discount

The policyholders of the General Practitioner model get a discount on the premium of the mandatory health insurance pursuant to the KVG. This is based on the premium tariff of KLuG Krankenversicherung.

### Article 12 Cost sharing

The franchise and cost sharing is regulated according to the premium tariff of the mandatory health insurance (KVG).

## E. Cooperation obligations

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### Article 13 Information on the membership in the General Practitioner system

1. During every visit to the General Practitioner, the policyholders must make sure that the General Practitioner knows about their insurance model, and must identify themselves in emergencies as policyholders in the General Practitioner system.

### Article 14 Emergency treatments

If a hospital admission or an outpatient treatment by an emergency doctor is necessary due to an emergency, the policyholders must send a certificate and a report of the emergency doctor to their General Practitioner at the earliest possible.

#### **Article 15 Referrals by the General Practitioner**

1. Every treatment from a Specialist, from a medical assistant or in a hospital requires a referral by the General Practitioner.
2. The policyholders declare their consent to, upon request of the insurer, furnish a proof that the treatments, operations and stays were initiated by their General Practitioner.

#### **Article 16 Operations**

If a Specialist (including Gynaecologist and Ophthalmologist) recommends a surgical procedure, the policyholder must obtain consent of the General Practitioner before this operation.

#### **Article 17 Stays in hospitals and day hospitals**

Except for emergencies, admissions into hospitals are allowed only with consent of the General Practitioner.

#### **Article 18 Spa treatments and rehabilitation stays**

The policyholder must consult his/her General Practitioner at least 14 days before the start of a spa treatment or a rehabilitation stay if he/she wants to claim insurance benefits. For this, the General Practitioner can only give a recommendation for the attention of KLuG Krankenversicherung.

#### **Article 19 Forwarding of the patient file in case of change of the General Practitioner**

With the signing of the insurance application, the policyholder declares his/her consent that, in case of change of the General Practitioner, the complete patient file will be transferred directly from the previous General Practitioner to the new General Practitioner designated by the policyholder in order to avoid unnecessary investigations.

#### **Article 20 Data transfer and data protection**

The policyholder declares his/her consent that his/her General Practitioner will be informed by KLuG Krankenversicherung about the costs incurred by third-party service providers. KLuG Krankenversicherung and the General Practitioners will transfer to each other or to assigned third parties the data that is necessary for the administration of the General Practitioner model.

For this purpose, KLuG Krankenversicherung will regularly transfer inventory and performance data to the operator of the General Practitioner model RVK.

The transferred data will be used exclusively for the purpose of verification of the adherence to the General Conditions of Insurance and not for any other purposes. For data exchange, KLuG Krankenversicherung and the General Practitioners adhere to the data protection regulations of the KVG, the General Part of the Social Security Law (ATSG) and the Federal Act on the Data Protection (DSG).

### **F. Sanctions**

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#### **Article 21 Violation of cooperation obligations and sanctions**

1. Reduction of the performance obligation  
In the event of non-adherence to the Conditions of Insurance, KLuG Krankenversicherung is entitled to not take over the costs for services, which were not carried out or ordered by the General Practitioner or contradict his/her orders, or to take over these costs only partially.

2. Exclusion from of the General Practitioner model and transfer into the standard insurance BASIS  
In the event of repeated non-adherence, policyholders can be excluded from the General Practitioner model and transferred into the mandatory health insurance for the current and the following calendar year with observance of a notice period of 30 days at the end of a calendar month.
3. Written form of the notification and proof of debt relief of the policyholders  
If measures are taken, the notification will be sent in writing and with specification of the reasons. The proof by the policyholders that the violation of the cooperation obligation took place for excusable reasons will remain reserved.

### **G. Final regulations**

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#### **Article 22 Relationship with the General Conditions of Insurance (GCI), entry into force**

1. The General Practitioner model is an independent form of insurance. Unless these GCI contain deviating regulations, the statutes and the GCI of KLuG Krankenversicherung will be applicable. The statutory provisions will remain reserved in any case.
2. These Conditions of Insurance will enter into force on 1st January 2021.