

myDoc Family Doctor Insurance

Supplementary Regulations

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Area of Validity	2	1.1	myDoc Family Doctor Insurance is a special form of mandatory health care insurance with a limited choice of service providers in the sense of Art. 62 of the Swiss federal law on health insurance (KVG/LAMal). It is based on the family doctor principle whereby the family doctor chosen by myDoc-insured persons ensures the comprehensive care and consultation of myDoc-insured persons in all matters of health.
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Cost Sharing	6	1.2	myDoc-insured persons agree to have all treatments and examinations performed by the designated myDoc doctor or to allow their myDoc doctor to refer them to a third party. In this way, myDoc-insured persons contribute to the provision of cost-conscious medical care.
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Enactment and Entry into Force	16	1.5	Data protection is guaranteed with myDoc Family Doctor Insurance. The insurance provider may provide the myDoc doctor with the information necessary to effect family doctor insurance. The myDoc doctor may be granted access to all invoices that the health insurance provider has received. This data is evaluated within the framework of family doctor insurance. The insurance provider may engage a third-party specialist for this as long as the insurance provider binds that third party to the duties regarding data protection.
		2	Area of Validity
			As long as no contrary regulations are included in the provisions of these supplementary regulations, the provisions in the mandatory health care insurance regulations of the insurance provider apply.

II. Insurance Relationship

3 Taking Out Insurance

- 3.1 myDoc Family Doctor Insurance may be taken out by all insured persons whose place of residence according to Swiss civil law is in the corresponding regional myDoc service area and who have taken out mandatory health care insurance with the insurance provider. myDoc Family Doctor Insurance is always taken out for the first day of the following month.
- 3.2 When taking out myDoc Family Doctor Insurance, myDoc-insured persons choose one of the regionally affiliated myDoc doctors from the insurance provider's list as their family doctor. It is possible to change at a later date to another family doctor within the group of the affiliated myDoc doctors (Art. 14).
- 3.3 If family doctor care is not possible through the myDoc doctor (e.g. if the treatment of the insured person cannot be influenced by the myDoc doctor, or if the distance between the insured person's place of residence and the myDoc doctor's practice is not reasonable for house calls), myDoc Family Doctor Insurance may not be taken out.

4 Cancellation

- 4.1 It is possible to change to another form of insurance or to another insurance provider with effect at the end of a calendar year, subject to a three-month cancellation period.
- 4.2 In the event of a move out of the myDoc service area, the exit from myDoc Family Doctor Insurance and the change to mandatory health care insurance take effect on the first day of the following month.
- 4.3 If the designated myDoc doctor dissolves the doctor-patient contractual relationship with myDoc-insured persons, or if the myDoc doctor no longer appears on the insurance provider's list (e.g. because he leaves the myDoc Family Doctor Insurance service area), insured persons may, within a 30-day period of notice of the insurance provider's written request, choose a new myDoc doctor from the insurance provider's list as the family doctor or change to the insurance provider's mandatory health care insurance. If the right to choose is not exercised by myDoc-insured persons within this period of notice, this results in an automatic change to the insurance provider's mandatory health care insurance.
- 4.4 If family doctor care is no longer possible through the myDoc doctor (e.g. if the treatment of the insured person can no longer be influenced by the myDoc doctor), the insurance provider is entitled to exclude the myDoc-insured persons from myDoc Family Doctor Insurance, effective at the end of a calendar month, subject to a 30-day period of notice. This also applies to myDoc-insured persons that stay abroad for more than three months as well as to those that repeatedly violate the regulations.

This results in an automatic change to the insurance provider's mandatory health care insurance. The right to grant myDoc Family Doctor Insurance again in the future remains reserved.

III. Premiums and Cost Sharing

5 Premiums

myDoc-insured persons receive a discount on the mandatory health care insurance premium. The applicable premium tariff shall prevail. When terminating myDoc Family Doctor Insurance, discounts of any kind on insurance premiums become null and void.

6 Cost Sharing

The charging of the deductible and retention fee for outpatient and inpatient treatment and the contribution to the costs of a hospital stay are effected in accordance with the legal provisions of mandatory health care insurance and the relevant insurance terms and conditions of the insurance provider. The myDoc premium (standard premium minus the discount in accordance with Art. 5) forms the basis for the calculation of the premium reduction for insurance with optional deductible.

IV. Rights and Duties of myDoc-Insured Persons

7 Treatment and Care by the myDoc Doctor

- 7.1 myDoc-insured persons always first consult their myDoc doctor for all treatments. Gynaecological precautionary examinations and obstetrical assistance, examinations at the ophthalmologist solely for a prescription for glasses or contact lenses, and the treatment of children at the paediatrician are excluded. When necessary, the myDoc doctor ensures the provision of suitable treatment and care from other doctors or paramedical personnel.
- 7.2 If the myDoc doctor is absent, myDoc-insured persons consult the myDoc doctor's replacement. In the event that the myDoc doctor designated as family doctor is absent for a long period of time, myDoc insured persons may choose, for the duration of the absence, either to designate another regional myDoc doctor as the family doctor or to change to mandatory health care insurance.
- 7.3 If myDoc-insured persons directly resort to outpatient or inpatient treatment outside of an emergency situation without previous orders from their myDoc doctor, they themselves shall bear all associated costs.

8 Emergency Treatments

- 8.1 In an emergency situation, myDoc insured persons consult their myDoc doctor whenever possible; should this myDoc doctor not be available, they consult either his replacement or the regional emergency organisation in the place of residence or, where appropriate, the place where they are staying.
- 8.2 If an emergency necessitates hospital admission or treatment by an emergency doctor, myDoc-insured persons are obligated to inform their myDoc doctor themselves or via proxy as soon as possible and to submit a certificate from the emergency doctor.

9 Treatments by a Specialist

If myDoc-insured persons are referred to a specialist by their myDoc doctor and this specialist recommends further treatment or surgical intervention for myDoc insured persons, the myDoc-insured persons are obligated to inform their myDoc doctor of this beforehand, either themselves or via proxy, and to obtain the myDoc doctor's approval.

10 Gynaecological Care and Treatment

The myDoc insured person has a free choice of doctor for gynaecological precautionary examinations and obstetrical assistance. For all further gynaecological treatments, the myDoc-insured female is obligated to inform her myDoc doctor of this beforehand, either herself or via proxy, and to obtain the myDoc doctor's approval.

11 Hospital Admission

Admissions into hospitals or semi-inpatient institutions must be prescribed by the myDoc doctor or with his approval (with the exception of emergencies). The myDoc doctor determines the need for hospital care and admits myDoc-insured persons into the hospital.

12 Spa Cures

Admissions into health spas must be prescribed by the myDoc doctor or with his approval, provided that the entitlement to insurance benefits is asserted.

13 Duty to Notify in the Event of Accidents

myDoc-insured persons shall report accidents and related treatments to their myDoc doctor even if these are covered by accident insurance in accordance with the Swiss federal law on accident insurance (UVG/LAA/LAINF).

14 Changing myDoc Doctors

If necessary, in justified cases, myDoc-insured persons may change their myDoc doctor for the first day of the following month. They must communicate this to their current myDoc doctor and to their insurance provider. In the case of repeated, unwarranted changes of doctor, the insurance provider reserves

the right to exclude myDoc insured persons from myDoc Family Doctor Insurance, effective at the end of a calendar month, subject to a 30-day period of notice. This results in an automatic change to the insurance provider's mandatory health care insurance.

15 Right to Access Records

By taking out myDoc Family Doctor Insurance, myDoc-insured persons agree to grant their myDoc doctor access to all the necessary treatment and billing information pertaining to their medical care. When changing to another myDoc doctor, they agree to this information being forwarded to the new myDoc doctor and release the myDoc doctor from professional confidentiality for this purpose.

V. Final Provision

16 Enactment and Entry into Force

- 16.1 These supplementary regulations were adopted by the Administrative Board on 25 October 1996 and enter into force on 1 January 1997.
- 16.2 The changes from 17 December 1999 (Arts. 1.1, 1.5, 3.3, 4.4, 7.1, 7.2, 8.1, 10 and 13) enter into force on 1 April 2000.
- 16.3 The change from 19 September 2003 (Art. 4.1) enters into force on 1 October 2003.
- 16.4 The changes from 17 September 2004 (name change throughout the supplementary regulations and changes from Arts. 2, 3.2, 4.3, 5 and 7.1) enter into force on 1 January 2005.
- 16.5 The changes from 16 September 2005 (Arts. 1.5 and 12) enter into force on 1 January 2006.
- 16.6 The change from 4 May 2007 (Art. 2) enters into force retroactively on 1 January 2007.

The following abbreviations, with corresponding translations in German, French, Italian and English, are used in these Regulations:

KVG/LAMaI

KVG: Bundesgesetz über die Krankenversicherung; Krankenversicherungsgesetz

LAMaI: Loi fédérale sur l'assurance-maladie

LAMaI: Legge federale sull'assicurazione malattie

Swiss federal law on health insurance

UVG/LAA/LAINF

UVG: Bundesgesetz über die Unfallversicherung

LAA: Loi fédérale sur l'assurance-accidents

LAINF: Legge federale sull'assicurazione contro gli infortuni

Swiss federal law on accident insurance



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