

Regulations (KVG) Issued 01.2012

To make the provisions of the contract easier to read, only the male pronoun is used; in such cases the designation should of course also be understood as applying to females too.

Contents

I	General provisions	2
1	Purpose of Callmed insurance	2
II	Insured relationship	2
2	Membership	2
3	Admission	2
4	Change of insurance variant	2
III	Rights and duties of the insured person	2
5	Mandatory contact with the Center for Telemedicine and mandatory consultation of advisory services	2
6	Benefits paid	2
7	Exceptions	2

IV	Breach of duties contained in these regulations	3
8	Sanctions	3
V	Premium and participation in costs	3
9	Premium	3
10	Participation in costs	3
VI	Miscellaneous	3
11	Data protection and processing	3
12	Approval of data transmission by the insured person	3
13	Telephone advice	3
14	Liability of the Center for Telemedicine	3
15	Entry into force	3

I General provisions

1 Purpose of Callmed insurance

- 1.1 Callmed insurance is a special form of the obligatory health care insurance in the sense of Art. 62 para. 1 of the Federal Law on the Health Insurance (KVG).
- 1.2 The insured person undertakes to consult the Center for Telemedicine first before consulting a service provider or obtaining treatment. The aim is to achieve savings in the field of health care.
- 1.3 The Center for Telemedicine is a company which is independent of Arcosana AG (herein Arcosana) and employs doctors and assistants in telemedicine who are available to provide medical advice by telephone 24 hours per day, seven days per week.
- 1.4 The restrictions to the choice of service providers foreseen for Callmed insurance apply analogously to any other supplementary insurance plans contracted for with CSS Versicherung AG, if such restrictions are foreseen in the contract.

II Insured relationship

2 Membership

Callmed insurance is available to anyone insured under the KVG and domiciled in a region where Arcosana offers this form of insurance.

3 Admission

Admission to Callmed insurance, or the change from the regular health care insurance to Callmed, is possible at any time on the first day of the month subsequent to that in which the application is made.

4 Change of insurance variant

- 4.1 A change to another form of insurance (including the regular health care insurance) or to another insurer is possible at the end of a calendar year while observing the period of notice in Article 7 paragraphs 1 and 2 KVG (regular period of notice: three-months; extraordinary: one month). The conditions of Article 7 paragraphs 3 and 4 KVG remain reserved.
- 4.2 If Arcosana ceases to offer the Callmed insurance variant, insured persons shall be transferred to the regular health care insurance offered in compliance with the KVG. In such a case the insured person shall be informed two months before the calendar year expires that Arcosana intends to discontinue this insurance variant.
- 4.3 Callmed shall not be made available to insured persons or their relatives 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 domicile is transferred to a member state of the EU, or to Iceland, Norway or the Principality of Liechtenstein, Arcosana is entitled to exclude the insured person concerned from Callmed insurance without notice at the end of the calendar month following that in which the domicile is transferred.

III Rights and duties of the insured person

5 Mandatory contact with the Center for Telemedicine and mandatory consultation of advisory services

- 5.1 In the event the insured person experiences a health problem as a consequence of an illness or an accident (if the risk is insured), the insured person (or a third party if the insured person is unable to do so) undertakes to contact the

Center for Telemedicine by telephone before consulting providers of outpatient services (e.g. doctor, chiropractor) and/or before every admission (even for outpatient treatment) to a stationary facility (e.g. hospital, nursing home). The Center 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 potential time period within which a service provider should be consulted and/or about the number of consultations that should take place within a specific time period. The insured person is bound by all the recommendations given with respect to treatment and/or categories of service providers (e.g., rheumatologists, cardiologists, etc.). However, in principle the insured person is free to choose the service provider he would like to consult within the framework of the recommendation made by the Center for Telemedicine.

- 5.2
- 5.3 In cases where the insured person has a chronic illness and/or needs complex treatment, the Center for Telemedicine or Arcosana may propose that the insured person participate in a Arcosana patient support programme (e.g., care management, disease management, etc.). The insured person has to consent in writing to all measures necessary in connection with the proposed support programme, in particular the stipulations regarding access, processing and transfer 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 or her, Arcosana can implement the sanction foreseen for this situation in section 8.
- 5.4

In every case where medicaments are prescribed or dispensed, the insured person is under obligation to request lower priced generic products (copies of original products) of his own initiative.

If the insured person makes use of an original preparation for which at least one generic product is listed on the current list of generic products maintained by the Federal Office of Public Health (BAG), only 50 % of the costs shall be reimbursed.

This rule does not apply if the insured person is dependent on the original preparation for medical reasons. A written confirmation to this effect issued by the treating doctor has to be included when benefits are claimed.

- 5.5 The insured person has to inform the Center for Telemedicine within 5 working days at the latest if the treating doctor proposes either a further consultation, referral to another doctor or admission to a hospital or nursing home.

6 Benefits paid

Arcosana only pays the benefits foreseen by the obligatory health care insurance pursuant to the KVG if the insured person adheres to the duties established in the regulations.

The provisions of Section 8 of the regulations apply if the insured is in breach of the regulations.

7 Exceptions

- 7.1 There is no necessity to contact the Center for Telemedicine prior to receiving preventive gynaecological check-ups and treatment and no notification is required for check-ups during pregnancy.
- 7.2 The insured person can have ophthalmic examinations and treatment without consulting the Center for Telemedicine.
- 7.3 The Center for Telemedicine does not have to be informed about each regular session of treatment if the insured

person is prescribed physiotherapy, occupational therapy, logopedics, and nutrition or diabetes counselling. No notification has to be given of treatment given by midwives and dentists.

- 7.4 In the event of emergency treatment in Switzerland or abroad, insured persons are under obligation to notify, or have someone notify, the Center for Telemedicine as soon as possible, however, at the latest within 5 working days. If a check-up is required subsequent to this treatment, the check-up has to be arranged in consultation with the Center for Telemedicine. With the consent of the Center 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 a by third party or if there is an urgent need for treatment and it is unreasonable under the circumstance to contact the Center for Telemedicine in advance.

IV Breach of duties contained in these regulations

8 Sanctions

If the insured person is in breach of the duties contained in these regulations (neglecting to contact the Center for Telemedicine, failing to accept advice given and recommendations made by the Center, etc.) Arcosana shall not pay any costs for treatment incurred by the insured person for treatment not recommended by the Center for Telemedicine or respectively shall refuse to accept costs incurred for service providers. Section 5.4 paragraph 2 remains reserved.

In such a case Arcosana retains the right to exclude the insured person concerned from Callmed insurance at the beginning of the calendar month subsequent to that in which the breach of the regulations comes to the attention of the insurer. Thereafter, the insured person is automatically transferred to the regular health care insurance of Arcosana. The right to admit the insured person to the special form of insurance at a later date is reserved; admission would be possible one year after the exclusion at the earliest.

V Premium and participation in costs

9 Premium

Arcosana grants a discount on the premium for the regular health care insurance. The current tariff applies in every case.

10 Participation in costs

The stipulations laid down in the Federal Law on the Health Insurance (KVG) apply to the deductible and the excess. The insured person can opt to pay a higher deductible than the regular deductible.

VI Miscellaneous

11 Data protection and processing

- 11.1 Arcosana employees are bound by the legal obligation to maintain confidentiality as well as additional legal stipulations and regulations governing data protection.
- 11.2 Arcosana processes data to determine premiums, process claims, for statistical purposes, and managed care and marketing. Data is stored either as hard copy or electronically.

- 11.3 To the extent required and legally permitted, Arcosana can pass on data to authorized third parties (in particular co-insurers or re-insurers). In addition, to the extent permitted under the legislation, Arcosana can acquire data from service providers, other insurers and authorities as necessary to clarify entitlement to benefits.

- 11.4 Insured persons are entitled to request information about the data pertaining to them being processed by Arcosana as laid down in the legislation.

- 11.5 Employees of the Center for Telemedicine are bound by the legal obligation to maintain confidentiality as well as additional legal stipulations and regulations governing data protection.

- 11.6 Within the framework of this form of insurance, Arcosana delivers data pertaining to the insured person necessary to carry out the contract to the Center for Telemedicine, in particular the insured person's number, surname, forename, date of birth, sex, address, invoices for treatment and details of the insurance cover.

- 11.7 The Center for Telemedicine delivers the specific data Arcosana requires to check entitlement to benefits, in particular details of telephone calls (time of call) and the recommendations given. Medical data pertaining to the insured person is only transmitted to the medical advisory service of Arcosana.

12 Approval of data transmission by the insured person

On admission to Callmed insurance the insured person confirms that he agrees with the conditions of the insurance and with the processing of data pertaining to him.

13 Telephone advice

The advice given by the Center for Telemedicine is issued free of charge. The insured person pays the usual charge for the telephone call. Telephone calls shall be recorded and archived by the Center for Telemedicine. In case of dispute recordings may be used as evidence and be produced before courts in evidence if necessary. In the absence of express authorization by the insured person, Arcosana has no direct access to this information.

14 Liability of the Center for Telemedicine

Liability for the advice and information given on the telephone rests exclusively with the Center for Telemedicine.

15 Entry into force

These regulations enter into force on 1 January 2012.

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

