



KPT, Postfach, CH-3001 Bern
kpt.ch

KPTwin.win model in accordance with the KVG (WIN)

General Conditions of Insurance (AVB)
Edition 01.2022

General provisions

Purpose *WIN art. 1*

KPTwin.win is a special model of statutory health insurance which complies with the federal law on health insurance (KVG) in which the initial medical consultation and the decision about the clinical pathway are made using the services of a telemedical consulting centre (hereinafter “telemedical provider”) or a general practitioner (hereinafter “primary care provider) (known as the gatekeeper). Primary care providers are defined as FMH (Swiss Medical Association) specialists in general medicine, internal medicine, medical practice or paediatrics. Persons insured under KPTwin.win receive a discount on premiums for the statutory health insurance.

Legal bases *WIN art. 2*

The legal bases for the provision of benefits are the Federal Law on the General Part of Social Insurance Law (ATSG), art. 41 para. 4 and art. 62 KVG, the bye-laws to the KVG, and the «Implementing provisions supplementary to the KVG» of KPT.

Benefits *WIN art. 3*

The content and scope of the benefits provided is arranged in accordance with the provisions of the ATSG, the KVG and the implementing rules for each. Participation in costs is required in every case in accordance with the KVG (deductible and participation in costs).

Contractual relationship

Admission to the insurance *WIN art. 4*

All insured persons domiciled in Switzerland may be admitted to KPTwin.win. After making application you can be admitted at the beginning of the next month as desired.

Leaving the insurance *WIN art. 5*

You can leave the insurance model in every case on 31 December while observing the legal period of notice.

Stays abroad *WIN art. 6*

In the case of stays abroad of more than 12 months, you will be transferred from KPTwin.win to the ordinary compulsory health insurance. You have a duty to notify KPT in advance about any stays abroad. You will not be allotted to the other category of insurance if you return to Switzerland.

Duties

Gatekeeping *WIN art. 7*

Always consult the gatekeeper (telemedical provider or primary care provider) first if you have any medical problems. The gatekeeper determines the clinical pathway to be taken and you are obliged to adhere to the instructions given. If you need to consult a doctor, you are free to consult the doctor of your choice, provided the service provider meets the requirements of the telemedical provider or the primary care provider has issued a written referral. This letter of referral must be promptly submitted to KPT.



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Exceptions WIN Art. 8

You do not have to consult the gatekeeper first in any of these cases:

- In emergencies
An emergency is deemed to have occurred if the situation of an individual is assessed by himself or herself or by a third party as life threatening or as one requiring immediate treatment. Your telemedical provider or primary care provider should be notified as soon as possible after emergencies.
- In the case of gynaecological examinations and obstetric care.
- In the case of examinations carried out by an ophthalmologist or dentist.

Adherence to the system

Non-adherence to the system WIN art. 9

If you do not adhere to the stipulations of WIN art. 7, KPT can initiate the sanctions mentioned hereafter:

- Curtail legal benefits by 50 %.
- In repeated cases immediate exclusion from the model of insurance will result. It then becomes impossible to change to another special model of KPT insurance until the end of the following year.

Second opinion WIN art. 10

If you do not agree with the clinical pathway proposed by the gatekeeper, you can request a second opinion from another doctor. KPT puts you in touch with specialists and reimburses the costs for the second opinion if this results in different findings.

Duty to notify WIN art. 11

To facilitate the coordination of benefits you have to notify the telemedical provider or KPT about any accidents for which costs are accepted by the UVG insurer.

Final provisions

Data protection and exchange of data WIN art. 12

All employees of KPT are subject to the obligation to maintain professional secrecy in compliance with Art. 33 ATSG and other legal and regulatory stipulations on data protection. KPT and the coordinating service provider exchange data while adhering to the legal stipulations of the ATSG, the KVG and the Federal Act on Data Protection (FADP) as required to implement the contract and to check that the conditions of the model of insurance are adhered to. If necessary, sensitive personal data will also be exchanged within the framework permitted under law.

Enactment WIN art. 13

These General Conditions of Insurance enter into force on 1 January 2022.

Bern, 1 July 2021
KPT Krankenkasse AG