

## Supplemental Executory Provisions for Compulsory Health Insurance under LAMal/KVG

**CGA**

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### Art. 1 Application

1. The Insurer is subject to the Federal Law of 6 October 2000 on General Social Insurance Law (LPGA/ATSG) and to the Federal Law of 18 March 1994 on Health Insurance (LAMal/KVG), and the relevant ordinances.
2. These provisions are applicable in addition and subject to the aforesaid legislation.

### Art. 2 Application for coverage

1. Applications must be made in writing or by any other means made available by the Insurer.
2. For persons who do not have legal capacity, the application for coverage must be made by the legal representative.
3. If it accepts the application, the Insurer shall confirm coverage by means of an insurance certificate specifying the date coverage comes into effect.

### Art. 3 Premiums, co-insurance amounts – Payment terms and conditions

1. Premiums are payable in advance. The insured is the debtor.  
Premiums, deductibles and shares borne by the insured person are payable on the due date specified on the invoice. After that date, the Insurer may charge default interest as well as administrative costs, particularly in connection with reminders, notices and collection proceedings.
2. The period for premium invoicing is minimum one month, except for the month during which membership starts or ends.
3. In case of annual or bi-annual payment of premiums, the insured may receive a discount set in agreement with the Federal Office of Public Health (FOPH).

### Art. 4 Obligations of the insured

1. Changes of address or civil status and deaths must be notified to the Insurer in writing within 30 days.
2. If an insured person transfers his domicile or residence outside the territory where the Insurer operates (in Switzerland or abroad), he must notify the Insurer within 20 days. If the insured fails to do so through his own negligence, the Insurer may, as soon as it becomes aware that the insured has moved, terminate coverage with effect from the day of the transfer unless otherwise provided in Articles 4 and 5 of the Ordinance on Health Insurance (OAMal/KVV) and subject to the provisions of the agreements on the free movement of persons concluded between Switzerland and countries of the European Union (EU), Iceland and Norway.
3. The insured shall immediately notify the Insurer of any accidents. He must provide due information on:
  - a. the time, place, circumstances and sequels of the accident;
  - b. the attending physician or hospital;
  - c. any persons whose liability is involved and the insurances concerned.
4. In case of illness or accidents, the insured shall do his best to facilitate his recovery and abstain from anything which might hinder it. The insured shall observe the listed practitioner's prescriptions and shall not induce him to carry out useless or uneconomical checks and treatment.
5. If the insured hinders his recovery or refuses to cooperate with the Insurer, benefits may be reduced or refused.

### Art. 5 Third-party benefits

1. The insured shall inform the Insurer of any third-party benefits (e.g. accident insurance, liability insurance, military or disability insurance, private supplemental health insurance) for insured events in respect of which the Insurer is required to provide benefits.

2. If the insured has a claim against any third party in respect of an event for which the Insurer has paid benefits, he shall assign his rights to the Insurer if and insofar as the Insurer is not subrogated to his rights by law.
3. The Insurer is not bound by any agreements between the insured person and any third parties.

## **Art. 6 Cancellation of entitlement to benefits**

Benefits are not due:

- a. if original invoices are not filed;
- b. after expiry of the time limit referred to in Article 24 LPGA/ATSG;
- c. for fraudulent claims or claims which attempt to defraud the insurance. In such cases, the beneficiary shall cover the Insurer's cost for verifying the false invoice and handling the case.

## **Art. 7 Notices**

1. All notices to the Insurer must be sent to the address specified on the insurance certificate or to the Insurer's headquarters.
2. Notices of termination and of change of insurer must be made in writing and signed in original. Terminations sent in by fax or electronic mail will not be accepted. To be valid, notices of termination must reach the Insurer at the latest on the last day of the notice period.
3. Requests for changes in deductibles, suspensions or reinstatements of accident coverage and requests for a change in form of insurance must also be made in writing.
4. Notices and payments from the Insurer are valid if they are sent to the last address or made to the last payment address in Switzerland indicated by the insured. Payments to insureds are made free of charge to their post office or bank account. If the insured wishes to be reimbursed by means of a payment slip with references (BPR), he shall bear the corresponding costs.
5. Notices to insureds may also be made in the legal form in the magazine distributed free of charge to each insured.

## **Art. 8 Special insurance conditions**

The Insurer issues special terms and conditions which supplement the present executory provisions in respect of special forms of health insurance involving restrictions on the choice of healthcare provider.

## **Art. 9 Data processing**

The Insurer shall process personal and sensitive data as well as personality profiles on the basis of the LAMal/KVG. It shall take the necessary technical and organisational measures to ensure data protection. Details of the processing operations, in particular the nature of the data, the purposes of processing, subcontractors and recipients, are specified in the data processing regulations which can be found on Groupe Mutuel's website. These regulations can also be ordered free of charge from the internal data protection adviser.

## **Art. 10 Appeals procedure**

If an insured disagrees with a position adopted by the Insurer, he may request a written decision.

The appeals procedure is indicated in the decision.

## **Art. 11 Effective date**

This edition of the Supplemental Executory Provisions for Compulsory Health Insurance under LAMal/KVG is effective from 1 September 2018.