

# 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), as well as to the relevant ordinances.
2. These provisions are applicable in addition and subject to the aforesaid legislation.

## Art. 2 Application for coverage

1. Applications can be made in writing or by any other means made available by the Insurer, with the exception of social networks.
2. For persons who do not have legal capacity, the application for coverage must be made by the legal representative.
3. The Insurer shall confirm coverage by means of an insurance certificate.

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

1. The insured or his legal representative (hereinafter “**the insured**”) shall pay his premiums in advance.
2. Premiums and cost-sharing amounts borne by the insured person are payable on the due date specified on the invoice. After that date, the Insurer may charge, in accordance with the provisions of the Ordinance on Health Insurance (OAMal/KVV) of 27 June 1995, default interest as well as administrative costs, particularly in connection with reminders, notices and collection proceedings.
3. The period for premium invoicing is minimum one month, except for the month during which membership starts or ends.
4. The insured may pay his premiums and cost-sharing amounts using various means of payment free of charge. However, if he chooses to pay at a post office counter (post office or other physical access points of the Swiss

Post Office – La Poste), the Insurer may charge him for all fees incurred by his payment.

5. The Insurer may charge fees for agreements to pay in instalments as a result of arrears of payment. The amount of the fee will depend on the amount of the claim, the number of instalments agreed and the complexity of the situation.
6. In the case of annual or biannual premium payments, the Insurer may grant the insured a discount agreed with the Federal Office of Public Health (FOPH).

## Art. 4 Obligations of the insured

1. Any change in the insured’s data, such as changes of address, marital status as well as deaths must be notified to the Insurer within 30 days, in writing or by any other means made available by the Insurer, with the exception of social networks.
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 of this within 30 days. If the insured fails to give such notice through his own negligence, the Insurer may, as soon as he becomes aware that the insured has moved, terminate coverage with effect from the day of the transfer unless otherwise provided for by law (Art. 4 and 5 OAMal/KVV) and subject to the provisions of the Agreements on the Free Movement of Persons concluded between Switzerland and the countries of the European Union, 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 doctor or hospital;
  - c. any liable persons and relevant insurance companies.
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. In the course of the treatment, the insured shall comply with the approved healthcare provider's prescriptions and shall not cause the latter to carry out or prescribe unnecessary or uneconomical treatments and health checks.

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, personal liability insurance, military or disability insurance, private supplemental insurance) for insured events in respect of which the Insurer is required to pay benefits.
2. Upon the occurrence of the loss event, the Insurer is subrogated, within the limits of the legal benefits, to the rights of the insured and his survivors against any liable third party.
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 the requisite original or scanned supporting documents (detailed invoices, medical certificates, prescriptions, etc.) are missing. The Insurer reserves the right to request original documents and proof of payment from the insured;
- b. after expiry of the time limit referred to in Art. 24 LPGA/ATSG;
- c. in case of fraud or insurance fraud attempts. In this case, the insured shall bear the costs of the investigation of the incorrect invoice and the follow-up of the case.

### **Art. 7 Notices**

1. Resignations and notifications of change of insurer, requests to switch to another form of insurance and any contractual changes (such as changes in deductibles, suspension or reinstatement of the accident risk) must be made in writing or by any other means provided by the Insurer, with the exception of social networks.
2. In order to be considered valid, applications within the meaning of paragraph 1 above must reach the Insurer by the last day of the period stipulated by law.
3. The Insurer reserves the right to verify or refuse any request made in accordance with paragraph 1 if there is any doubt as to the identity of the applicant or if the applicant cannot be clearly identified.
4. All written notices to the Insurer must be sent to the address on the insurance certificate or to the headquarters of Groupe Mutuel Holding SA.

5. Notices from the Insurer are valid if they are sent to the last postal or electronic address indicated to the Insurer by the insured, or via the online Customer Area if the insured has subscribed to this means of communication. Notices to insureds may also be made in a legally recognised form in the insureds' magazine, to which each insured is subscribed free of charge.
6. Payments by the Insurer are validly made to the last payment address given to the Insurer by the insured. Payments to insured persons are made free of charge to their postal or bank accounts. If the insured wishes to be reimbursed by payment slip with reference (BPR), the corresponding fees will be charged in full.

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

For special forms of insurance with a limited choice of healthcare providers, the Insurer will issue special terms and conditions to supplement these implementing provisions.

### **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 are published on Groupe Mutuel's website.

### **Art. 10 Appeals procedure**

If an insured disagrees with a decision taken by the Insurer, he may require a written decision.

The appeals procedure will be 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 April 2023.