

# Special Terms and Conditions for OptiMed insurance

**RS**

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## Art. 1 Insurance model

OptiMed insurance is a special form of compulsory health insurance offering a limited choice of healthcare providers within the meaning of Article 41, paragraph 4 and Article 62 of the Swiss Federal Health Insurance Law (LAMal/KVG), as well as Articles 99 to 101a of the Ordinance on Health Insurance (OAMal/KVV).

## Art. 2 Admission to insurance

- OptiMed insurance may be contracted by any person domiciled in the areas where it is offered by the insurer.
- Subject to any provisions to the contrary in these terms and conditions, coverage may be contracted at any time, as long as the legal deadline for changing insurance models is taken into account.

## Art. 3 Termination

It is possible to switch to another form of insurance or to a new insurer at the end of each calendar year, subject to the notice period stipulated in Article 7, paragraphs 1 and 2 LAMal/KVG.

## Art. 4 Insurance principle

OptiMed insurance is based on the principle of the general practitioner (hereafter: “GP”). The GP can be a physical person, a medical group practice or a telemedicine centre. The GP provides basic treatment, coordinates treatment follow-up and guides the insured person where necessary to other healthcare providers.

## Art. 5 Duties of the insured person

- When joining OptiMed insurance, the insured person is free to choose a GP from among the doctors licensed to practise in Switzerland under LAMal/KVG compulsory health insurance. The details of the GP must be sent to the insurer.  
The list of GPs recognised under OptiMed insurance is available on the insurer’s website [www.groupemutuel.ch](http://www.groupemutuel.ch).
- When joining OptiMed insurance, the insured child is free to choose a GP from among the doctors licensed to

practice in Switzerland under LAMal/KVG compulsory health insurance. The details of the GP must be sent to the insurer.

- In the event of a health problem, the insured person undertakes to see the GP first.
- For any consultation with another doctor or healthcare provider, the insured person must send a certificate (or referral voucher) to the insurer to confirm that the appointment was prescribed by the GP.
- If the insured person consults a doctor other than the GP, the examinations or treatments delegated by this other doctor must be the subject of a certificate (referral voucher) signed by that doctor.
- Any change in GP must be notified to the insurance company by the insured person prior to the first appointment with the new GP.

## Art. 6 Deviations from the insurance principle

The insured person is released from the duties mentioned in Article 5 paragraphs 3-5 of these special terms and conditions:

- in case of an accident or emergency  
The insured person must notify the GP within 15 days of the consultation.  
An emergency occurs when the life of the insured person is in danger or his/her state of health requires immediate medical attention.
- for gynaecological examinations and treatments;
- for medical examinations and treatments related to pregnancy and childbirth;
- for eye tests and treatments;
- for paediatric examinations and treatments;
- for dental treatments.

## **Art. 7 Non-compliance with the duties of the insured person**

1. After two reminders during a calendar year for non-compliance with the duties set out in Article 5 paragraphs 3-5 of these special terms and conditions, the insurer has the right to exclude the insured person from OptiMed insurance for the end of a month, subject to 30 days' notice. The insured person is then transferred to the compulsory health insurance model with free choice of providers (standard model) while retaining the same deductible amount. In this case, the premium is adjusted accordingly.
2. In the event of exclusion within the meaning of this Article, readmission to compulsory health insurance with a limited choice of service providers is possible at the earliest by 1 January of the following calendar year.

## **Art. 8 Care pathways and benefits not subject to the deductible or co-payment**

1. The insured person agrees that the insurer, the GP or third parties mandated by the GP, may provide recommendations concerning prevention and health promotion (hereinafter referred to as "care pathways").
2. These care pathways are recommended to insured persons as and when required, according to criteria defined by health professionals. Insured persons are not obliged to follow these care pathways.
3. The insurer may waive the deductible or co-payment on certain benefits, a list of which can be found on the website [www.groupemutuel.ch](http://www.groupemutuel.ch).

## **Art. 9 Data processing**

1. The insured person's personal data is processed under the Supplemental Executory Provisions for Compulsory Health Insurance under LAMal/KVG, as well as in the Privacy Policy of Groupe Mutuel available on the website [www.groupemutuel.ch](http://www.groupemutuel.ch).
2. It is also specified that in order to enable the GP, the health network of which the GP is a member and any third parties mandated by the GP to provide and manage the benefits linked to the insurance model and in particular to identify the insured person or to calculate any remuneration in connection with the benefits, the insurer shall make the following administrative data of the insured person available to them: surname, first name, insurance number, social insurance number, number and expiry date of insurance card, date of birth, gender, address, telephone number, email address, details of the GP, any third parties appointed by the GP and the health network to which the GP belongs, details of dispensers and prescribers, dates and numbers of invoices, dates of payments, dates of treatment, type of case, types of costs, amount of treatment, number of breaches of the insured person's obligations, duration of insurance, insurance coverage and previous insurer.

3. Furthermore, in order to assess compliance with the insured person's duties under Article 5 paragraphs 3-5 of these special terms and conditions, the GP and any third parties commissioned by the GP will provide the insurer with the necessary data, such as the date and time of the consultation, the type of medical recommendation, the category of healthcare provider and the period of treatment.
4. In the event of a complaint by the insured person, the GP and the insurer may share information about the insured person, in particular the content of the medical consultations; this information may contain sensitive data.

## **Art. 10 Premiums**

Within OptiMed insurance, a premium rebate may be offered with regard to the premium for standard health insurance or insurance with an optional deductible.

## **Art. 11 End of entitlement**

1. Affiliation to OptiMed insurance ends in particular when:
  - a. the insured person transfers his/her domicile to an area where OptiMed insurance is not offered by the insurer;
  - b. the GP chosen by the insured person can no longer coordinate the care required by the insured person's state of health, particularly if the latter is staying in a care home (or for any other reason);
  - c. the GP chosen by the insured person (see Article 5, paragraph 1 of these special terms and conditions) is no longer on the list of recognised GPs under OptiMed insurance.
2. In such cases, the insured person may ask the insurer to maintain a chosen model of insurance with a limited choice of healthcare providers, while retaining the same deductible. In the absence of such a request, the insured person will be automatically transferred to a similar model with a limited choice of provider or, failing that, to the standard model of compulsory health insurance, while retaining the same deductible. This automatic transfer will take place when the insured person changes place of residence in the case of item a) or on 1 January of the following year in the case of items b) and c).
3. In order to maintain the OptiMed model, in the case of items b) and c), the insured person must provide the insurer with the details of a new GP. The insurer also reserves the right to unilaterally choose as the insured person's GP the doctor he/she has consulted most. In all cases, the new GP must meet the requirements of Article 5 paragraph 1 of these special terms and conditions.
4. An insured child whose GP is not recognised under OptiMed insurance must inform the insurer of the details of a recognised GP within the meaning of Article 5, paragraph 1 of these special terms and conditions before the end of the calendar year in which he/she turns 18. Failing this, the insured person shall be transferred to a similar insurance model with a limited choice of healthcare providers or, failing this, to the standard model of compulsory health insurance while maintaining the same deductible amount.

## **Art. 12 Withdrawal or change in insurance model**

1. The insurer can decide to change or withdraw OptiMed coverage at any time.
2. In case of withdrawal of the insurance, the insured person shall be transferred to an insurance model with a limited choice of providers that is as similar as possible or, failing that, to the standard model of compulsory health insurance while maintaining the same deductible amount.

## **Art. 13 Effective date**

These special terms and conditions of insurance shall come into force on 1 April 2025.