

# 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 deadlines

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

5. Post Office – La Poste), the Insurer may charge him for all fees incurred by his payment.
6. 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.

## 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 LPG/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 given to the Insurer by the insured. Notices to the insured may also be made in legally recognised form via the online Customer Area, if this has been activated by the insured, or in the insured's 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 LAMa/KVG. Details of the processing operations, in particular the nature of the data, the purposes of processing, subcontractors and recipients, are specified in this Article, in the Data Processing Regulations, as well as in the Privacy Policy of Groupe Mutuel, available on the website [www.groupemutuel.ch](http://www.groupemutuel.ch).

### **Personal and sensitive data**

Personal data refers to information relating to the persons concerned, including information relating to the management of the insurance contract.

Sensitive data refers to information relating to the state of health of insured persons and to claims.

The following categories of personal and sensitive data are processed: identity and identification data; contact details; data relating to contracts and services provided or to the operation of products and services or their use; financial data; medical data, in particular from third parties in connection with the provision of the Insurer's services; data relating to private life and family situation, depending on the case, religious, philosophical, political or trade union opinions/activities (depending in particular on declarations of affiliations), racial or ethnic origin (for some medical treatments, this information may appear) and social support measures (for the management of payments and compensation, for example).

### **Legal basis**

The Insurer processes the personal and sensitive data of the persons concerned and implements the processing operations on the basis of the following legal grounds: in the context of health insurance under the LAMa/KVG, the legal provisions applicable to the Insurer's activities (in particular Art. 84 and 84a LAMa/KVG); the consent of the persons concerned, or their express consent in the case of sensitive data.

### **Purposes**

Personal and sensitive data is used to establish and/or manage the contractual relationship with the Insurer and provide the related benefits, and in particular to ensure compliance with the obligation to take out insurance, calculate and collect premiums, determine entitlement to benefits, calculate benefits, allocate benefits and coordinate benefits with those of other social insurers, to assert a recourse claim against the liable third party, to allocate or verify the AVS/AHV number, to calculate risk compensation, to assess the risks to be insured, to process claims, to ensure administrative, statistical and financial monitoring of the contract, to enable the management of its activities (statistics, internal and external audit, etc.); to establish contacts for commercial and advertising purposes, to send information, advice and offers

relating to the insurer's products and services; to carry out statistical analyses, in this respect, personal data will be rendered anonymous as soon as the purpose of the processing so permits; and to comply with the Insurer's legal obligations, such as managing outstanding payments and disputes, combating fraud, money laundering, the financing of terrorism and tax evasion.

### **Profiling**

The Insurer may also process data automatically in order to establish a profile.

### **Security**

When personal data is processed, and in view of the risks involved, the Insurer undertakes to take all necessary measures to comply with data protection legislation. These measures include, in particular, the technical, physical and organisational measures necessary to preserve the security of personal data and prevent it from being altered, damaged or accessed by unauthorised third parties.

### **Transfer of data**

Data is handled confidentially and may be communicated to third parties (e.g. insurance intermediaries, reinsurers, doctors, beneficiaries, AI/IV office, social security in the insured person's country of residence), including abroad. These exchanges are the subject of contracts specifying the obligations and responsibilities of each of the parties, or are based on a legal provision. If data processing is the subject of a contract with third parties, the latter undertake to comply with data protection legislation as part of their contractual relationship with the Insurer. The Insurer only uses sub-contractors with the necessary guarantees. Data entrusted to insurance intermediaries will be recorded and transmitted to the Insurer for the processing of insurance applications and for administrative and financial follow-up between the insurance intermediary and the Insurer. The latter is not responsible for the processing of personal data that the person concerned may have authorised from third parties or those that are carried out independently of Insurer. It is the responsibility of the persons concerned to refer to the data protection policies of these third parties to verify the conditions of the processing carried out, or to exercise their rights in respect of such processing.

### **Retention period**

Personal data is kept for as long as required by law, the management of the insurance contract, claims, rights of recourse, debt collection and/or any disputes between the Insurer, the insured, the intermediary or third parties. In this respect, and subject to the legal retention obligations applicable to the Insurer, the insured's personal data is kept for the entire duration of the contractual relationship plus a period of ten (10) years, in particular for purposes of proof.

### **Rights of the person concerned**

The persons concerned have the right to access their personal data, to have such data corrected, to have their data deleted within the limits of the applicable legal provisions, to have data processing restricted, to request the portability of

data, to withdraw their consent to the processing of personal data subject to the processing necessary for the performance of the contract, to appeal to the competent supervisory authority.

### **Data Protection Officer**

The Insurer has appointed a Data Protection Officer who can be contacted at: [dataprotection@groupemutuel.ch](mailto:dataprotection@groupemutuel.ch). Further information on data protection is available on the Groupe Mutuel website: [www.groupemutuel.ch](http://www.groupemutuel.ch).

## **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 LAMa/KVG is effective from 1 January 2025.