

## Special Terms and Conditions for PrimaFlex insurance

**RX**

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These special terms and conditions of insurance are issued in addition to the Supplemental Executory Provisions for Compulsory Health Insurance under LAMal/KVG (CGA), the edition date of which is specified in the insurance policy.

### Art. 1 Insurance model

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

### Art. 2 Admission to insurance

1. PrimaFlex insurance may be contracted by any person domiciled in the areas where it is offered by the insurer.
2. 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 coverage 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 principles

1. PrimaFlex insurance is based on the principle of being able to choose between several first points of contact.
2. In the event of a health problem, the insured person must first contact one of the following designated first points of contact listed on the insurer's website: [www.groupemutuel.ch](http://www.groupemutuel.ch).
  - a. A partner pharmacy**  
The pharmacy provides advice prior to a medical consultation (hereinafter referred to as "**medical advice session**").  
This advice is limited to the area of expertise normally provided by pharmacy staff.

The pharmacy staff conducts the medical advice session and, if necessary, refers the insured person to another healthcare provider, after approval by the pharmacist. Insured persons are not charged for this service.

#### b. A telemedicine partner

The first point of contact may be a telemedicine centre or a digital health solution. The first point of contact provides advice prior to a medical consultation (hereinafter referred to as "**medical advice session**") and, if necessary, refers the insured person to another healthcare provider. Insured persons are not charged for this service.

3. The insured person may, if he/she so wishes, provide the insurer with the contact details of a doctor (hereinafter referred to as "**family doctor**"). The insured is not required to see a family doctor, but if the person wishes to do so, he/she is relieved of the obligation to contact a designated first point of contact beforehand. The family doctor may be a natural person or a group practice freely chosen from among all the doctors authorised to practise in Switzerland under the LAMal/KVG.

### Art. 5 Duties of the insured person

1. In the event of a health problem, the insured person undertakes to make first contact with one of the first designated points of contact and to actively participate in the medical advice session.
2. The medical advice session (pharmacy or telemedicine) leads to a medical recommendation. In this case, the insured remains free to take the medical steps of his/her choice during the treatment period defined by the first point of contact.

3. If the insured has chosen a family doctor, he/she is released from the duty referred to in paragraph 1 above if he/she wishes to see the family doctor. If, following this appointment, another doctor or healthcare provider needs to be seen, the insured must send a certificate (or referral voucher) to the insurer to confirm that the appointment was prescribed by the family doctor. Any change in family doctor must be notified to the insurance company by the insured person prior to the first appointment with the new family doctor. The insurer also reserves the right to unilaterally choose the insured person's most frequently consulted doctor as his/her family doctor.
4. If the insured person consults a doctor other than the family doctor, the examinations or treatments delegated by this other doctor must be the subject of a certificate (referral voucher) signed by that doctor.

## **Art. 6 Deviations from the insurance principles**

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

- in case of an accident or emergency
  - 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 check-ups and treatments;
- for check-ups and treatments related to pregnancy and childbirth;
- for eye check-ups and treatments;
- for paediatric check-ups and treatments;
- for dental treatments;
- for the follow-up of a chronic illness, provided that the insured person sends to the insurer a certificate signed by a doctor.

## **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 in Article 5 of these special terms and conditions, the insurer has the right to exclude the insured from PrimaFlex 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 agrees that the insurer, the designated first points of contact or other third parties commissioned by the latter, may provide recommendations on prevention and health promotion (hereinafter referred to as "care

pathways").

2. These care pathways are granted to insured persons on an "ad hoc" basis according to criteria defined by health professionals. There is no obligation for insured persons to follow the care pathways.
3. The insurer may waive the deductible or co-payment on certain benefits listed on the insurer's website: [www.groupe-mutuel.ch](http://www.groupe-mutuel.ch).

## **Art. 9 Data processing**

1. The insured person's personal data is processed under the Supplemental Executive Provisions for Compulsory Health Insurance under LAMal/KVG, as well as in the Privacy Policy of Groupe Mutuel available on the website [www.groupe-mutuel.ch](http://www.groupe-mutuel.ch).
2. It is also specified that in order to be able to identify the insured person, the insurer shall provide the designated first points of contact with the following administrative information : family name, first name, client number, date of birth, gender, address and insurance coverage. The pharmacies shall identify insured persons by means of the same data contained in the insurance card.
3. Furthermore, in order to assess whether the insured person is complying with his/her duties under Article 5 of these special terms and conditions, the designated first points of contact shall 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 recommended and the period of treatment.
4. In the event of a complaint by the insured person, the insurer, the designated first points of contact and any third parties commissioned by the latter may share information about the insured person, namely the content of the medical consultations; this information may contain sensitive data.

## **Art. 10 Premiums**

PrimaFlex insurance may offer a premium discount as compared to the premium for standard health insurance or insurance with an optional deductible.

## **Art. 11 Withdrawal or change in insurance model**

1. The insurer can decide to change or withdraw PrimaFlex 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 healthcare 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. 12 Effective date**

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