

# Special Terms and Conditions for PrimaCare insurance

**RF**

RFGM02-E5 – Edition: 01 Apr 2025

## Table of Contents

<b>Art. 1</b>	Insurance model	<b>Art. 7</b>	Non-compliance with the duties of the insured person
<b>Art. 2</b>	Admission to insurance	<b>Art. 8</b>	Data processing
<b>Art. 3</b>	Termination	<b>Art. 9</b>	Premiums
<b>Art. 4</b>	Insurance principle	<b>Art. 10</b>	End of entitlement
<b>Art. 5</b>	Duties of the insured person	<b>Art. 11</b>	Withdrawal or change in insurance model
<b>Art. 6</b>	Deviations from the insurance principle	<b>Art. 12</b>	Effective date

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

PrimaCare 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

1. PrimaCare 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 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

PrimaCare insurance is based on the principle of the general practitioner (hereafter: "GP"). The GP can be a physical person or a medical group practice. 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

1. When joining PrimaCare insurance, the insured person 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.

2. In the event of a health problem, the insured person undertakes to see the GP first.
3. 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.
4. 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.
5. 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 2-4 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;
- for the follow-up of a chronic illness, provided that the insured person sends a certificate signed by a doctor to the insurer.

## **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 2-4 of these special terms and conditions, the insurer has the right to exclude the insured person from PrimaCare 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 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. Furthermore, in order to assess compliance with the insured person's duties under Article 5 paragraphs 2-4 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 provided, the category of healthcare provider recommended and the period of treatment.
3. 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. 9 Premiums**

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

## **Art. 10 End of entitlement**

1. Affiliation to PrimaCare insurance ends in particular when:
  - a. the insured person transfers his/her domicile to an area where PrimaCare 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).

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 item b).
3. In order to maintain the PrimaCare model, in the case of item b), 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.

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

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

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