

Supplementary terms

Hospital Top Liberty

Supplementary insurance pursuant to
the Swiss Federal Act on Insurance Policies
(VVG/IPA) for a single room on the private
ward in any acute hospital worldwide

July 2012 edition (amended 2023)

Insurance carrier: Sanitas Privatversicherungen AG

Purpose and basis

Hospital Top Liberty pays the additional costs of inpatient hospitalisation and treatment for a single room on the private ward in acute hospitals worldwide. Further benefits are detailed in these supplementary terms. The insurance pays costs that exceed the benefits paid under mandatory basic health insurance pursuant to the Swiss Federal Health Insurance Act (KVG/HIA) and other social insurances pursuant to point 2 of the general terms of insurance.

The risk of accident can be included.

Services in the event of illness and accident abroad are covered via Sanitas Assistance. The insured person can use these services even if the risk of accident is not covered. The provisions appended at the end are an integral part of these supplementary terms.

The basis of these supplementary terms is the general terms of insurance for supplementary insurance plans pursuant to VVG/IPA.

This translation is provided for the sake of convenience. The wording of the German original shall take precedence.

Benefits

1 Terms

- 1 Acute hospitals are defined as treatment facilities and clinics that are directed and overseen by medical doctors and admit only persons suffering from acute illnesses or accidents. For the present purposes, acute hospitals also include obstetrics clinics, maternity hospitals, psychiatric hospitals and rehabilitation hospitals.

Health spas, old-people's homes, nursing homes, chronic care facilities, hospices and other facilities not intended for acute care are **not** defined as acute hospitals.

- 2 Affiliated doctors are defined as doctors who are accredited within the framework of mandatory basic health insurance pursuant to the Swiss Federal Health Insurance Act (KVG/HIA), run their own practice, provide inpatient treatment to their patients in an acute hospital, and have concluded an inpatient doctor's agreement with or are accredited by the acute hospital in question for their work as an inpatient doctor.

Staff doctors, i.e. doctors who are in a relationship of employment with an acute hospital, are **not** deemed to be affiliated doctors.

- 3 On the basis of Art. 3 of the Ordinance on the calculation of costs and classification of services by hospitals, birth centres and nursing homes in health insurance (VKL/OCP), inpatient hospitalisation is defined as a stay in an acute hospital under inpatient hospital conditions in an inpatient ward where a bed is occupied for at least one night.
- 4 Acute treatment is defined as treatment whereby an improvement in the person's state of health can be expected.

2 Hospitalisation in Switzerland

- 1 This insurance covers the cost of accommodation, nursing care and treatment for acute inpatient care in a single room on the private ward of any acute hospital in Switzerland as per point 1 para. 1 in excess of the benefits paid under mandatory basic health insurance pursuant to the Swiss Federal Health Insurance Act (KVG/HIA) and other social insurance pursuant to point 2 of the general terms of insurance.

These accommodation, nursing care and treatment costs (the latter regardless of whether this treatment is administered by a staff doctor or an affiliated doctor as per point 1 para. 2) are generally insured under the tariff agreement negotiated by Sanitas with the respective acute hospital.

- 2 Contrary to para. 1, there is limited cost coverage (tariff set by Sanitas) in certain acute hospitals in Switzerland for the accommodation, nursing care and treatment costs set out in para. 1 (the latter regardless of whether this treatment is administered by a staff doctor or an affiliated doctor as per point 1 para. 2). This tariff set by Sanitas is based on a contractually agreed tariff of comparable acute hospitals.

The costs covered within the framework of the tariff set by Sanitas can be found in the commitment to cover costs as per point 15, para. 2 and 3.

- 3 Sanitas maintains a list of acute hospitals for which limited cost coverage applies. The current valid list is published on the digital customer channels (e.g. website) and can be requested from Sanitas at any time, particularly prior to hospital admission. Sanitas reserves the right to change this list unilaterally at any time. An adjustment does not give the policyholder the right to terminate. The version of the list valid at the time of the start of inpatient treatment applies.

3 Emergency hospitalisation outside Switzerland

The insurance covers the accommodation, nursing care and treatment costs of acute inpatient care in any acute hospital worldwide in accordance with point 1 para. 1.

4 Hospitalisation abroad for planned treatments

The insurance covers the accommodation, nursing care and treatment costs of acute inpatient care in any acute hospital worldwide in accordance with point 1 para. 1 (max. CHF 250,000 per hospital stay).

5 Psychiatric clinics

The insurance covers the accommodation, nursing care and treatment costs of inpatient acute care in any psychiatric clinic worldwide as per points 2 to 4.

6 Birth centres

The costs of accommodation, nursing care and treatment are covered for a postnatal stay in an accredited birth centre in accordance with point 2. A current list of birth centres where there is no cost coverage or no full cost coverage can be inspected at Sanitas or requested from Sanitas at any time, especially before admission to hospital.

7 Benefits for newborn infants

Provided a newborn baby is hospitalised with the mother, the costs of hospitalisation for a healthy infant will be paid under the mother's insurance.

8 Exceptional out-of-pocket expenses

Sanitas will pay the following benefits to cover exceptional out-of-pocket expenses incurred directly in connection with inpatient hospitalisation (taxi fares to and from hospital, telephone calls, etc.), provided that receipts are supplied.

- A maximum of CHF 500 per hospital stay in Switzerland and abroad for planned treatment
- A maximum of CHF 50 per day for a maximum of 180 hospital days per calendar year for emergency treatment

9 Nursing care at home

- 1 The following benefits will be paid for a maximum of 90 days per calendar year on the basis of detailed date-referenced invoices towards the costs of care at home and home help if this is necessary on medical grounds and prescribed by a doctor:
 - The full costs of care at home provided by qualified nursing professionals. Other persons providing care are eligible for benefits to the extent that they can prove loss of earnings.
- 2 In the event of childbirth, the above-mentioned benefits will be paid for a maximum of 14 days within one month after the birth, and included in the maximum benefit period.

10 Home help

- 1 Benefits up to the following amounts will be paid on the basis of detailed date-referenced invoices towards the costs of home help if this is necessary on medical grounds and prescribed by a doctor:
 - CHF 25 per hour for home help provided by a person not living in the same household. The insured person running the household is entitled to this benefit immediately after a stay in hospital or if hospitalisation can be avoided.
- 2 In the event of childbirth, the above-mentioned benefits will be paid for a maximum of 14 days within one month after the birth, and included in the maximum benefit period.
- 3 In total, a maximum of CHF 1,500 per calendar year will be paid towards the costs of home help.

11 Spa treatment

- 1 Benefits up to the following amounts will be paid towards the cost of spa treatments:
 - CHF 300 per day for a maximum of 21 days per calendar year for inpatient spa treatments in spas in Switzerland accredited as per Art. 40 KVG/HIA or in spas in Abano and Montegrotto (Italy), and for convalescent therapy in health resorts in Switzerland that are directed and overseen by medical doctors.
 - CHF 300 per day for a maximum of 28 days per calendar year for spa treatments at the Dead Sea in Israel or Jordan to treat psoriasis or vitiligo (loss of skin pigmentation).
 - Treatment costs plus CHF 70 per day for a maximum of 21 days per calendar year for convalescent therapy abroad.
- 2 Sanitas has the right to request an examination by a company-appointed medical doctor before spa treatment may be undertaken.
- 3 The above-mentioned benefits will be paid for a maximum of one spa treatment per calendar year.

12 Travel, transport, rescue and search costs

The following costs are covered:

- Cost of travel in connection with radiotherapy, chemotherapy or haemodialysis conducted outside the home. The costs paid will not exceed the actual costs of public transport (first class ticket).
- Emergency transport to the nearest doctor or nearest hospital able to deliver appropriate treatment, and ambulances required for transport on medical grounds.
- Rescue operations for persons who have had an accident or who have fallen acutely ill, and the recovery of the bodies of deceased persons.
- A maximum of CHF 20,000 per claim will be paid for rescue operations for persons who have had an accident or fallen acutely ill.

13 Medical aids following an accident

- 1 The costs of the following will be paid:
 - The cost of medical aids necessitated by an accident (any provisional plus the first definitive prosthesis, first-time acquisition of crutches, supports, hearing aids, glasses or contact lenses).
 - The repair or replacement of such aids if they are damaged or destroyed in an accident covered by the insurance.
- 2 All types of transportation are excluded.

14 Dental damage resulting from an accident

The insurance covers outpatient treatments for dental damage resulting from an accident.

15 Obligations and qualifications for benefits

- 1 The benefits insured in the event of hospitalisation in an acute hospital as per point 1, para. 1 of these supplementary terms will be paid provided that acute hospital care is medically indicated.
- 2 If Sanitas is to cover the costs on admission to an acute hospital as defined in point 1 para. 1 of these supplementary terms, a commitment to provide cover from Sanitas is required. This must be requested at least two weeks before admission. If there is no commitment to provide cover from Sanitas (for the hospital including the hospital ward) before admission to hospital, Sanitas reserves the right not to cover the costs or to cover only part of the costs. In an emergency, a commitment to cover costs must be obtained from Sanitas immediately, and at the latest within six days.
- 3 If Sanitas is to cover the costs of acute inpatient treatment administered by affiliated doctors as defined in point 1 para. 2 above, a commitment to cover costs on the basis of a cost estimate from the doctor in question is required. This must be requested at least two weeks before admission to an acute hospital as defined in point 1 para. 1. If there is no commitment from Sanitas to cover costs before admission to hospital, Sanitas reserves the right not to cover the costs or to cover only part of the costs.
- 4 Benefits for spa treatments will be paid only if:
 - The spa treatments are medically necessary and have been prescribed by a doctor accredited in Switzerland as part of medical treatment
 - Sanitas receives the prescription for spa treatment two weeks before commencement
- 5 Moreover, benefits for spa treatments will only be paid provided that outpatient treatment is inappropriate and unlikely to be effective and that the spa treatment involves therapeutic measures.

16 Benefit exclusions

In addition to the benefit exclusions specified in point 7 of the general terms of insurance, no benefits will be paid for treatments under this supplementary insurance for which the SVK (Schweizerischer Verband für Gemeinschaftsausgaben der Krankenversicherer) has agreed per case, all-inclusive payment arrangements for coverage by mandatory KVG/HIA insurance (e.g. organ transplants).

17 Recognition of care providers

For treatments in Switzerland, only invoices issued by persons with a federal or cantonal diploma or the corresponding cantonal professional licence will be accepted.

Miscellaneous

18 Terms diverging from the general terms of insurance VVG/IPA

The following points of the general terms of insurance for supplementary insurance pursuant to VVG/IPA are replaced by the following provisions:

– Term of contract (point 16)

The contract has no fixed term. If the insured person chooses a fixed, multi-year term, the expiry date of the contract will be specified in the policy. If the policyholder does not terminate the contract as of this date, the contract will be converted automatically to a contract with no fixed term, which will be tacitly extended by one year at a time.

– Contract amendments by Sanitas (point 18 para. 3)

In this case, the policyholder has the right to terminate the part of the contract affected by the change effective as of the date of the contract amendment. To be valid, Sanitas must receive the notice of termination on the day before entry into force at the latest. Failure to terminate the contract will be deemed as the policyholder's consent to the amendments to the contract.

– Termination (point 19 para. 2)

The policyholder may terminate the insurance to the end of the contractual term or, if the insurance contract is taken out for an indefinite period, to the end of a calendar year subject to a notice period of three months. Sanitas must receive notice of termination by 30 September at the latest.

– Change of age group and legal domicile (point 22) and change of term of contract

The premium tariff may specify different premium scales according to age, gender, place of residence and term of contract (with a multi-year discount ceasing to apply once the term originally agreed expires), with a change in any one of these factors resulting in a change in premium. With the exception of changes on the basis of age, this change in premium does not entitle the insured to terminate the contract as per point 18 of the general terms of insurance for VVG/IPA plans.

Age groups

The insured person is assigned to the following age groups based on their current age:

0–10	21–25	36–40	51–55	66–70	81–85
11–15	26–30	41–45	56–60	71–75	86–90
16–20	31–35	46–50	61–65	76–80	91+

The insured person is assigned to an age group based on their age in the calendar year in which the contract starts.

The switch to the next higher age group takes place at the start of the calendar year in which the insured person reaches the first birthday of the higher age group (age-dependent tariff).

Switching to a higher age group usually involves an increase in premium.

– Payment of premiums and due dates (point 23 para. 1)

Premiums are due on the first day of the period being billed. Payments may be made on an annual, semiannual, quarterly, bimonthly or monthly basis, with the insurance year beginning on 1 January. Sanitas may stipulate a minimum billing amount for people paying more frequently than once a year. If the billing address is outside Switzerland, payments may only be made on an annual, semiannual or quarterly basis.

19 Choice of deductible

- 1 If the insured person chooses an elective deductible, the amount of the chosen deductible will be applied to the total benefits for a given calendar year.
- 2 If insurance commences on 1 January up to and including 30 June, the full annual deductible will be applied; if insurance commences on 1 July up to and including 31 December, half the annual deductible will be applied.
- 3 If a treatment continues for more than ten days beyond the end of the year, the annual deductible must be paid again for the new year.

Terms of Sanitas Assistance

1 What is Sanitas Assistance?

Sanitas Assistance is a service provided on behalf of Sanitas by an international organisation. The service includes assistance, advice and transport in the event of illness or accident abroad. Details on the Assistance organisation are available on your policy document and on the Sanitas website.

2 What services are available?

The following services are available to insured persons:

- 24-hour telephone service: Sanitas Assistance is available around the clock, seven days a week. Advice is available in different languages and includes brokering local assistance.
- Worldwide care network: specialist medical care and transport teams provide on-the-spot assistance, and if this is not possible arrange repatriation.

3 Who is responsible for the benefits and services offered under Sanitas Assistance?

- 1 An international assistance organisation is responsible for the organisational services of Sanitas Assistance on behalf of Sanitas.
- 2 The costs of services organised by Sanitas Assistance as per point 5 are paid on behalf of Sanitas by an international assistance organisation if this is mentioned expressly. Other costs are paid by Sanitas within the scope of the coverage applicable to the person in question.

4 What are the obligations of the insured person in the event of a claim?

- 1 The Sanitas Assistance telephone service is always the first point of contact in the event of illness or accident abroad, provided there is no imminent danger. The telephone service must be contacted if benefits as per point 5 below are to be claimed.
- 2 The telephone number is specified on the Sanitas insurance card.
- 3 The insured person is obliged to follow the instructions of Sanitas Assistance and the medical care and transport teams or other healthcare providers.

5 What services and benefits does Sanitas Assistance provide?

- 1 Before travel, Sanitas Assistance provides information on entry and inoculation requirements for the country of destination. All other services and benefits are provided during holiday or business travel abroad.

- 2 Sanitas Assistance provides the following services in the event that the insured falls acutely ill or has an accident:
 - Organising medical care and advances for the costs of outpatient and inpatient treatment abroad.
 - Organising and paying for medically necessary transportation, including repatriation (accompanied by a person who is also covered by Sanitas Assistance).
 - Procuring vital drugs and medicines locally, or if necessary by aircraft, and paying the costs of transportation.
 - Organising and paying for a person to accompany the insured's children (under age 16) if it is not possible for the insured or an accompanying person to look after them.
 - Notifying dependants (on request).
 - If, on medical grounds, repatriation is not possible within 10 days, organising and paying for travel and hotel accommodation (10 overnight stays at a maximum of CHF 200 per night) for a visitor chosen by the insured or his family.
 - Organising and paying for the repatriation of the deceased (including CHF 800 for the costs of a coffin) and repatriation of accompanying family members who are also covered to their place of residence. Accompanying family members who are not covered by Sanitas Assistance will be granted an advance of CHF 3,000 to cover costs.
- 3 In the event of the unforeseen hospitalisation or death of a family member at home, Sanitas Assistance will organise and pay for the insured to return home (accompanied by a person who is also covered by Sanitas Assistance) or to travel home and back (without an accompanying person).
- 4 In the event of serious damage to the insured's property through theft, fire, water or natural events, Sanitas Assistance will provide the following services and benefits:
 - Advising the insured and paying radio callback costs, the additional costs of direct travel home if unavoidable, and any contractual cancellation charges due for hotels or holiday apartments. In addition, if the insured resumes travel immediately afterwards, the costs of transport back to the place at which they interrupted their journey, or at which they would have been if the interruption had not occurred, are paid. A maximum of CHF 1,500 will be paid towards costs
 - Paying additional accommodation costs (10 overnight stays at a maximum of CHF 150 per night) if the insured person has to make an unscheduled stopover or extend their stay
 - Paying additional transport costs, up to a maximum of CHF 1,500, if the insured person has to change their travel plans
- 5 If the insured's chosen accommodation becomes unavailable as a result of fire, water or natural events, Sanitas Assistance will advise them and pay additional accommodation costs of up to CHF 1,500.
- 6 If strikes or unrest (in which the insured is innocently caught up), quarantine, epidemics or natural events make it impossible to continue travel, Sanitas Assistance provides the following services and benefits:
 - Advising the insured and paying the additional costs of direct travel home if unavoidable, and any contractual cancellation charges due for hotels or holiday apartments, up to a maximum of CHF 1,500
 - Paying additional accommodation costs (10 overnight stays at a maximum of CHF 150 per night) if the insured person has to make an unscheduled stopover or extend their stay
 - Paying additional transport costs, up to a maximum of CHF 1,500, if the insured person has to change their travel plans

6 For how long does Sanitas Assistance provide these services and benefits?

Sanitas Assistance is available during the time in which the person in question is covered under Hospital Top Liberty supplementary insurance. It is valid for travel lasting up to a maximum of 12 months.

7 What restrictions apply?

- 1 Sanitas Assistance does not cover the following benefits:
 - Costs for services arranged or paid for by an insured person in breach of their obligations under point 4. This consequence does not occur if the breach of obligations is to be regarded as non-culpable under the circumstances within the meaning of Art. 45 VVG/IPA or if the insured person proves that the breach had no influence on the occurrence of the feared event and the scope of the benefits owed by Sanitas.
 - Incidents occurring at races or test runs involving motor vehicles.
 - The consequences of taking non-prescribed drugs or medicines, narcotics or alcohol, and the consequences of suicide attempts.
 - Minor illnesses and injuries.
 - Relapse of an illness that broke out or an accident that occurred before travel commenced, or illnesses that had not been cured before travel commenced.
 - Costs resulting from pregnancy, apart from major, unforeseeable complications up to the 27th week of pregnancy.
 - Insured events brought about by intentional or negligent crimes or misdemeanours by the insured person.
 - Travel incidents that are not explicitly mentioned in these terms, and elective (planned) treatments.
- 2 Sanitas Assistance cannot be made liable for delays in the provision of services or the failure to provide services if circumstances of force majeure that prevent the provision of assistance occur in the country of travel.

8 Does the insurance provide worldwide coverage?

- 1 In principle, Sanitas Assistance provides services and benefits all over the world. However, the following countries and regions are currently excluded from cover: Afghanistan, Algeria, Somalia and Western Sahara.
- 2 The same applies to travel in crisis areas and countries in a state of war or civil war. Since the situation in individual countries can change rapidly, it is advisable to clarify cover with Sanitas Assistance before commencing travel. Support with preparing travel abroad is an important component of the service provided by Sanitas Assistance.

