
SimplyCare legal insurance for patients

Supplementary terms

April 2013 edition (amended 2014)

Insurance carrier: DAS Rechtsschutz-Versicherungs-AG

sanitas

1 Insurance carrier responsible

The insurance carrier is DAS Rechtsschutz-Versicherungs-AG, domiciled in Lucerne. Under this legal expenses coverage, insured persons may file claims only with DAS Rechtsschutz-Versicherungs-AG (hereinafter referred to as «DAS»).

Sanitas Privatversicherungen AG (hereinafter referred to as «Sanitas») may not issue any instructions to DAS Rechtsschutz-Versicherungs-AG concerning the settlement of legal cases.

2 Persons covered

The following are considered insured persons:

- persons who have taken out the SimplyCare insurance package
- the legal successor or entitled beneficiary of an insured person who has died as a result of an insured event.

3 Insured risks

The insurance covers the protection of legal interests of the insured person in disputes with a care provider recognised by the Swiss Federal Health Insurance Act or the Swiss Federal Accident Insurance Act (doctor, dentist, hospital, or medical personnel), or other care providers recognised by Sanitas in connection with benefits for which Sanitas coverage exists.

The insurance covers:

- a) Disputes concerning the assertion of claims for benefits and compensation as a result of:
 - possible treatment errors, wrong diagnoses and inadequate supervision;
 - non-provision of examinations and treatments;
 - non-compliance with the duty to provide information on the possible effects of medical measures;
 - misinformation and withholding of information.
- b) Contractual disputes concerning inspection of the patient's medical records (e.g. X-rays, medical history) and the handing over of such files.

The following disputes are not covered by the insurance:

- a) Benefits that are not insured by Sanitas under its terms of insurance;
- b) Fees and bills for benefits and services provided;
- c) Benefits and services from Sanitas;
- d) Pension or benefit reviews;
- e) Differences of opinion between the insured person and Sanitas

4 Insured benefits

The insurance covers the protection of the legal interests of the insured person by the legal services of DAS and assumption of expenses of up to CHF 300,000 (or CHF 50,000 for cases outside Europe) in each case, for the following:

- a) Engaging a lawyer or other legal representative;
- b) Expert opinions commissioned by the insured person, the engaged lawyer or a civil, penal or administrative authority;
- c) Court costs and other costs of legal proceedings;
- d) Cost of transport for the insured person to the court proceedings and for witnesses whose presence is essential;
- e) The documented loss of earnings of the insured person due to absences in accordance with point d;
- f) Collection fees for the compensation granted to the insured person;
- g) Compensation for a counterparty.

The following are not covered:

- a) Compensation for damages or reparation
- b) Costs borne by a liable third party or its liability insurer.

5 Temporal scope

Insurance cover is provided when the DAS legal protection for the insured person is integrated into their insurance policy and the alleged misconduct of a medical provider occurs from that time onward within the framework of SimplyCare. Cases that are pending when the contract is terminated shall be properly resolved. Any claims based on this contract that have not been reported will expire after two years in accordance with the Swiss Federal Act on Insurance Contracts (VVG/LCA).

6 Geographic coverage

The insurance is valid worldwide.

7 Handling of legal protection claims

- 1 Legal cases must be reported to Sanitas or DAS. Sanitas will check whether conditions for coverage are formally met, and will transfer the case to DAS for handling.
- 2 The insured person gives DAS the freedom to clarify the legal situation, authorises it to pursue all necessary steps to safeguard the person's interests, and grants DAS the required powers of attorney for this purpose.

- 3 The insured person shall refrain from all actions that impede handling of the case, unnecessarily increase costs, or impede the reimbursement of costs, in whole or in part, by third parties. Without the prior consent of DAS, they may not give instructions to lawyers, experts, etc., initiate proceedings, take legal action or reach any settlements. The insured person shall not agree any fees with the lawyer engaged.
- 4 The insured person agrees, before a court case is initiated, to wait for the results of any other case (for example, a test case or criminal proceedings) that could have a bearing on the intended legal dispute, or to start by asserting only part of the claim, waiting with the rest of the claim until a final decision has been made on the first part of the claim.
- 5 DAS may suggest that a mediation procedure be conducted and require the active participation of the insured person.
- 6 If as a result of a conflict of interest (representation of several insured persons with conflicting interests), or in respect of court or administrative proceedings, it becomes necessary to engage an external lawyer (monopoly of attorneys), the insured person may propose a legal representative with the required capabilities. Should DAS reject the proposed lawyer, the insured person can propose three other lawyers from different law firms, and DAS will choose one. No reason needs to be given for rejecting a lawyer. If the insured person prefers to engage a legal representative outside the court of first instance, they will have to bear the additional costs. The legal representative is obligated to undertake their duties cost-efficiently and to avoid anything that would unnecessarily increase costs or impede the reimbursement of costs by third parties, in full or in part.
- 7 DAS may limit coverage of costs to particular interest-protecting measures or to procedural steps.
- 8 DAS reserves the right to delegate the provision of particular services to an external legal representative.
- 9 The insured person releases their lawyer from the obligation of professional secrecy so that information can be shared with DAS.

8 Differences of opinion concerning handling of the case

- 1 If in the course of handling an insured case differences of opinion should arise between the insured person and DAS regarding how to proceed, or if DAS deems certain measures to be fruitless, DAS shall inform the insured person of their opinion in writing and inform them of their right to initiate arbitration proceedings.
- 2 Upon receiving this notice, the insured person must undertake all necessary measures to protect their own interests. DAS is not liable if the insured's interests are not adequately represented, especially if deadlines are not met. The insured person must inform DAS within 30 days if they wish to initiate arbitration proceedings.
- 3 In the case of arbitration proceedings, the insured person and DAS shall agree on a sole arbitrator. Following a single exchange of documents, the arbitrator will follow a simple, unstructured procedure to come to a decision, and will impose costs on the parties in accordance to the outcome of the procedure. Furthermore, the provisions of the Swiss Code of Civil Procedure concerning arbitration proceedings shall apply.
- 4 If despite a DAS refusal to provide coverage the insured person initiates legal proceedings at their own expense and gets a more favourable outcome than that predicted by DAS or the decision of an arbitration tribunal, DAS will reimburse the incurred costs within the scope of the General Terms of Insurance.

9 Data protection

- 1 The insured person authorises DAS to process the data required for the registered legal case. If necessary the data will be shared for processing purposes with involved third parties, in particular coinsurers and reinsurers.
- 2 Where redress is sought against a liable third party, the insured person authorises DAS to disclose to the liable third party or its liability insurer information necessary for proceeding with the right of recourse,
- 3 The insured person authorises medical personnel concerned with the case to disclose to DAS information necessary for handling the case, and releases them from their obligation of confidentiality.
- 4 The insured person shall also authorise DAS to obtain relevant information from official authorities and to inspect official documents.
- 5 DAS pledges to treat the information it receives as confidential.

10 Place of jurisdiction, applicable law and ombudsman

- 1 The place of jurisdiction for legal actions against DAS is the Swiss domicile of the insured person or the domicile of DAS.
- 2 In addition to these supplementary terms, the provisions of the Swiss Federal Act on Insurance Contracts shall apply.
- 3 Differences of opinion in connection with the insurance contract may be taken to the office of the ombudsman for private insurance (help@versicherungsombudsman.ch) to help obtain an amicable settlement.