
Legal insurance for patients

Supplementary terms

January 2012 edition (amended 2014)

Insurance carrier: AXA-ARAG Legal Protection Ltd.

1 Responsible insurance carrier

- 1 The insurance carrier is AXA-ARAG Legal Protection Ltd., with its head office in Zurich. Under this legal protection coverage, insured persons may file claims only with AXA-ARAG Legal Protection Ltd.
- 2 Sanitas Privatversicherungen AG (hereinafter referred to as «Sanitas») may not issue any instructions to AXA-ARAG concerning the settlement of legal cases.

2 Persons covered

The following are considered insured persons:

- all persons who have taken out the “Sorglos” package
- the legal successor/entitled beneficiary of an insured person who has died as a result of an insured event.

3 Scope of application

- 1 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.
- 2 The insurance covers:
 - a) Civil damages law: Disputes that arise when asserting statutory or contractual liability claims for personal injury and for directly resulting financial losses, as a consequence of
 - possible treatment errors, wrong diagnoses and inadequate supervision;
 - non-provision of examinations and treatments;
 - non-compliance with the duty to provide information to the insured person concerning the possible effects of medical measures;
 - misinformation and withholding of information.
 - b) Contract law: Contractual disputes concerning inspection of the patient’s medical records (e.g. X-rays, medical history) and the handing over of such files.
- 3 The following disputes are not covered by the insurance:
 - psychiatric, psychotherapeutic and dental services not insured by Sanitas;
 - fees and bills;
 - benefits from social and private insurances and pension funds.

4 Temporal scope

The insurance extends to legal cases that occur while the coverage of the Sorglos package is in effect. A legal case will be deemed to have occurred

- under civil damages law (point 3.2a): on the date the damage is caused;
- under contractual law (point 3.2b): on the date of the first actual or alleged violation of legal provisions or contractual obligations.

5 Geographic coverage

The insurance is only valid for legal cases for which Switzerland is the place of jurisdiction, provided that Swiss law is applicable.

6 Insured benefits

- 1 In insured legal cases AXA-ARAG assumes the following expenses up to the guaranteed sum of CHF 250,000 per legal case, for:
 - the handling of legal cases by AXA-ARAG;
 - a legal representative the insured has mandated with AXA-ARAG’s prior approval;
 - expert opinions to clarify disputed issues, provided that such opinions were obtained with AXA-ARAG’s approval or at the request of a court;
 - court fees or other procedural costs billed to the insured by public courts and authorities;
 - compensation to the opposing party imposed on the insured during proceedings;
 - the collection of the claims of the insured under an insured legal dispute until a writ of attachment or a bankruptcy notice has been obtained;
 - mediation proceedings that are agreed with AXA-ARAG as an alternative to a court case.
- 2 If an insured person is covered by AXA-ARAG for the same legal case but under different contracts, the guaranteed sum will be paid out a maximum of once.
- 3 The following payments are not covered by the insurance:
 - damages and satisfaction;
 - costs incurred by a liable party or a liability insurer.

7 Reporting a legal case

- 1 Sanitas or AXA-ARAG must be informed immediately about any legal case for which the insured requests the assistance of AXA-ARAG.
- 2 If reporting obligations or rules of conduct are violated, AXA-ARAG can reduce or refuse benefits.

8 Settling a legal case

- 1 Participation: After notifying a legal case, the insured must obtain and forward to AXA-ARAG the necessary information and powers of attorney, as well as the evidence and the opponent's current addresses.
- 2 Procedure: After examining the legal situation, the next steps will be discussed with the insured person. AXA-ARAG will conduct negotiations with the aim of finding an amicable settlement. If the negotiations fail, AXA-ARAG will decide on the appropriateness of legal proceedings and the next steps.
- 3 Engaging a lawyer: AXA-ARAG decides on whether or not to engage a lawyer.
 - a) The insured person, however, has the right to appoint a lawyer of their choice in agreement with AXA-ARAG,
 - if a legal representative must be appointed in connection with court or administrative proceedings (monopoly of attorneys);
 - if there is a conflict of interests.
 - b) If no agreement can be reached on which legal representative to engage, AXA-ARAG will choose one of three legal representatives proposed by the insured. These may not work for the same law firm or partnership..
 - c) The insured person releases the lawyer from the client-lawyer privilege vis-à-vis AXA-ARAG and obligates him to keep AXA-ARAG current about developments in the case and, in particular, to provide it with the necessary information and documents so that it can reach its decisions – provided that this does not cause a conflict of interest and that forwarding the requested information to AXA-ARAG does not disadvantage the insured person.
- 4 Settlements: AXA-ARAG will assume obligations from a settlement only if it has given its prior approval.
- 5 Compensation to parties: Any benefits awarded to the insured from court or non-court settlements must be paid or ceded to AXA-ARAG up to the amount in benefits that it has paid.

- 6 Futility: If AXA-ARAG refuses to pay benefits because it believes that doing so is futile, it must state its reasons in writing immediately and, in the case of a difference of opinion, inform the insured person of the possibility of instituting proceedings.

- 7 Procedure in case of differences of opinion: If there are differences of opinion about the measures required to handle a legal dispute, the insured has the right to have the matter assessed by an independent expert to be appointed by both parties. The judge must appoint an independent expert if the parties cannot agree on such a person. The parties must each advance half of the costs, and the losing party must assume all costs. No compensation to the parties will be paid.

- 8 Measures on own account: If there are differences of opinion, the insured can also take measures he believes are correct and useful at his own expense. If, after having been refused benefits, the insured initiates or continues legal proceedings at his own expense and achieves an outcome more favourable to him than AXA-ARAG had stated in writing or from adopting the procedure for settling differences of opinion, AXA-ARAG will pay the costs incurred up to the maximum amount of the guaranteed sum.

9 Data processing

AXA-ARAG has the right to obtain and process the information it needs to handle the legal cases. AXA-ARAG also has the right to obtain relevant information from third parties and inspect official documents. Information can also be forwarded to involved third parties and abroad if doing so is necessary for settling a legal case.

AXA- ARAG undertakes to treat all the information it receives as confidential.

