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# Accident Extra Liberty

Supplementary accident insurance pursuant to the Swiss Federal Act on Insurance Contracts (VVG/LCA) for inpatient medical expenses for hospitalisation in a two-bed room in the semiprivate ward and emergency outpatient medical expenses abroad

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## Supplementary Terms (ST)

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Insurance carrier: Sanitas Privatversicherungen AG

## **Purpose and basis**

Accident Extra Liberty covers the costs of inpatient hospitalisation and treatment in the semiprivate ward in the event of an accident. The scope of benefits of Accident Extra Liberty and further benefits, such as emergencies abroad or medical aids, are listed in these Supplementary Terms.

Additional services in the event of an accident abroad are covered via Sanitas Assistance. The terms 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 the Swiss Federal Act on Insurance Contracts (VVG/LCA).

## Benefits

### 1 Definitions

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- 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 psychiatric and rehabilitation clinics.

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

- 2 Acute hospitals accredited by Sanitas as per para 1 are defined as acute hospitals
- with contractual arrangements or a recognised tariff for mandatory basic health insurance
- and**
- with contractual arrangements or a recognised tariff for Sanitas supplementary hospital insurance for the ward in question.

A current list of acute hospitals not recognised by Sanitas or where there is no cost coverage or no full cost coverage can be inspected at Sanitas, or excerpts from this list can be requested from Sanitas, at any time, especially before admission to hospital.

- 3 Inpatient 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/LAMal), 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 inpatient doctors.

- 4 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.
- 5 Acute treatment is defined as treatment whereby an improvement in the person's state of health can be expected.

### 2 Scope of benefits

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Costs are covered for a period of five years per accident from the time of the accident. A maximum of CHF 250,000 will be paid out per accident for all benefits covered until the contract expires.

If the health impairments can only be partially attributed to the insured accident, benefits will be reduced proportionately, provided this action is supported by a medical expert.

Once insurance cover has expired, accidents and their consequences are no longer covered in accordance with point 21 of the General Terms of Insurance for VVG/LCA plans.

The insurance only pays costs that exceed the benefits paid under mandatory basic health insurance pursuant to the Swiss Federal Health Insurance Act (KVG/LAMal), other social insurance (pursuant to point 2 of the General Terms of Insurance pursuant for VVG/LCA plans), and pays subsidiarily to any other supplementary insurance to VVG/LCA (**as per point 19 item 1 of these Supplementary Terms**).

### 3 Hospitalisation in Switzerland

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- 1 The insurance covers the accommodation, nursing care and treatment costs of inpatient acute care in a semi-private ward of any Sanitas-accredited acute hospital in Switzerland as defined in point 1 para 2.
- 2 In the event of hospitalisation in a single room in a private ward of a Sanitas-accredited acute hospital as defined in point 1 para 2, the insurance will pay 75% of the accommodation, nursing care and treatment costs described in para 1.
- 3 The accommodation, nursing care and treatment costs described in paragraphs 1 and 2 (treatment costs depending on whether this treatment is administered by a staff doctor or inpatient doctor under the terms of point 1 para 3) are covered up to a maximum of the tariff recognised by Sanitas.

The terms under which costs will be covered within the framework of the tariff recognised by Sanitas are described in point 16, paras 2 and 3 (commitment to cover costs).

- 4 In Sanitas-accredited acute hospitals as defined in point 1 para 2 without a cantonal mandate, the following terms apply:
- The benefits described in paras 1 to 3 are covered.
  - If the insured also has mandatory basic health insurance with Sanitas, this covers the costs that would be covered as per paras 1 to 3 by mandatory basic health insurance in a hospital with a cantonal mandate.
- 5 The insurance does not cover accommodation, nursing care and treatment costs for acute inpatient treatment in the semiprivate or private ward of hospitals not recognised by Sanitas as per point 1 para 2. This also applies to the costs of treatment by inpatient doctors as described in point 1 para 3.

#### **4 Emergency hospitalisation outside Switzerland**

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- 1 In the event of emergency acute inpatient treatments abroad, accommodation, nursing care and treatment costs in an acute hospital as defined in point 1 para 1 will be covered for a maximum of 180 days, but only for as long as it is neither possible nor appropriate from a medical point of view for the insured to be transported home.
- 2 The terms governing hospitalisation in a single room of the private ward in Switzerland as per point 2 para 2 apply analogously.

#### **5 Hospitalisation abroad for planned treatments**

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In the event of planned inpatient treatments abroad in acute hospitals as defined in point 1 para 1, a maximum of CHF 1,000 per day will be paid towards accommodation, nursing care and treatment costs for a maximum of 180 days in any 360 consecutive days.

#### **6 Psychiatric clinics**

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- 1 The costs of acute inpatient treatment in a psychiatric clinic or special psychiatric ward recognised by Sanitas as per point 1 para 2 will be paid in accordance with point 3 for a period of 180 days.
- 2 From the 181st day the treatment costs as per point 3 plus CHF 100 per day will be paid towards the costs of accommodation and nursing care. At AHV/AVS retirement age these benefits will continue to be paid for a maximum of 720 days within a period of 900 days.
- 3 In psychiatric clinics or special psychiatric wards recognised by Sanitas as defined in point 1 para 2 but without a cantonal mandate, the following terms apply:
  - The benefits described in paras 1 and 2 are covered.
  - If the insured has also taken out mandatory basic insurance with Sanitas, the costs that would have been paid by mandatory health insurance for a hospital with a cantonal mandate are paid by Sanitas from the 181st day for up to a total of 540 days.
- 4 In the event of hospitalisation in psychiatric clinics abroad, benefits will be paid within the scope of points 4 and 5 and included in the benefit period.

#### **7 Exceptional out-of-pocket expenses**

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A maximum of CHF 100 per hospitalisation will be paid for 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.

#### **8 Rooming-in**

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The following hospital accommodation costs are covered:

- By the child's insurance: accommodation costs for one parent if a child up to age of 5 is hospitalised.
- By the mother's insurance: accommodation costs for a nursing infant if the mother is hospitalised.

#### **9 Emergency outpatient treatment abroad**

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The insurance covers 90% of the costs of emergency treatment outside Switzerland for a maximum of 180 days. The insurance covers outpatient treatment conducted by doctors as well as medically prescribed outpatient treatment in accordance with KVG/LAMal.

#### **10 Personal effects**

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If an insured accident results in outpatient medical treatment or hospitalisation, the costs incurred for cleaning, repairing and replacing (replacement value) the insured's clothes are covered, provided that receipts are supplied.

Costs incurred for the cleaning of clothes belonging to private individuals who assisted in the rescue and transportation of the insured are likewise covered.

Costs are covered up to a maximum of CHF 2,000 per accident.

#### **11 Care at home**

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- 1 Benefits up to the following amounts will be paid on the basis of detailed date-referenced invoices towards the costs of care at home if this is necessary on medical grounds and prescribed by a doctor:
  - CHF 50 per day for a maximum of 90 days per calendar year towards the costs of care at home provided by qualified nursing professionals. Other persons providing care at home are entitled to these benefits if they can prove loss of earnings to this extent due to providing care.
- 2 In total, a maximum of CHF 5,000 per calendar year will be paid towards the costs of care at home.

#### **12 Home help**

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- 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 following hospitalisation or if hospitalisation can be avoided.

- 2 In total, a maximum of CHF 750 per calendar year will be paid towards the costs of home help.

### **13 Spa treatments**

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- 1 Benefits of up to the following amounts will be paid towards the cost of spa treatments deemed medically necessary:
- CHF 90 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/LAMal or in spas in Abano and Montegrotto (Italy), and for rest cures in health resorts in Switzerland that are directed and overseen by medical doctors.
- 2 Sanitas has the right to request an examination by a company-appointed medical doctor before the spa treatment may be undertaken.
- 3 The above-mentioned benefits will be paid for a maximum of one spa treatment per calendar year.

### **14 Travel and transport costs Search and rescue costs**

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In total, a maximum of CHF 30,000 will be paid per calendar year for:

- Emergency transport to the nearest doctor or to the nearest hospital able to provide appropriate treatment, and ambulances required for transport on medical grounds.
- Search and rescue operations for persons who have had an accident.

### **15 Medical aids**

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- 1 The insurance covers 80% of the costs up to a maximum of CHF 500 per calendar year for medically prescribed medical aids.
- 2 This involves the following basic and functional medical aids exclusively which are hired or bought directly as the result of an insured accident:
- Support and guidance devices (for arms and legs)
  - Orthopaedic corsets
  - Corrective lenses and hearing aids
  - Walking aids (crutches, walking frames, walkers, wheelchairs)
- 3 Costs for the replacement of corrective lenses and hearing aids damaged or destroyed in an accident are covered, provided that receipts are supplied.
- 4 Operating and maintenance costs for medical aids are not covered.

### **16 Obligations and qualifications for benefits**

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- 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:
- The insured services are provided cost-efficiently.
  - 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 cover costs is required from Sanitas. This must be requested at least two weeks prior to admission. If there is no commitment from Sanitas to cover costs (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 inpatient 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 prior to 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 the spa treatment two weeks before commencement.
- 5 Moreover, benefits for spa treatments will be paid only provided that outpatient treatment is inappropriate and unlikely to be effective and that the spa treatment involves therapeutic measures.

### **17 Benefit exclusions**

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In addition to the benefit exclusions specified in point 7 of the General Terms of Insurance for VVG/LCA plans, no benefits will be paid:

- For treatments (e.g. organ transplants) for which the SVK (Schweizerischer Verband für Gemeinschaftsausgaben der Krankenversicherer) has agreed per case, all-inclusive payment arrangements for coverage by mandatory KVG/LAMal insurance.
- In the event of accidents caused by participation in dangerous activities. Dangerous activities are activities during which the insured knowingly exposes himself to a particularly great risk without taking or being able to take precautions that would reduce the risk to a reasonable level. Dangerous activities are in particular those included in the list of the same name (list of dangerous activities). Rescue operations in aid of persons are insured even if these are deemed dangerous

activities. The list of dangerous activities, which is an integral part of these Supplementary Terms, can be viewed at any time at [sanitas.com](http://sanitas.com) or requested from Sanitas. Sanitas reserves the right to update the list at any time. Changes to the list do not entitle the insured to terminate this supplementary accident insurance as per point 18 of the General Terms of Insurance for VVG/LCA plans.

- For accidents resulting from sporting activities undertaken by the insured as an occupation or sideline.
- For accidents resulting from crimes or offences committed intentionally by the insured.
- For accidents resulting from drug/medication/alcohol abuse by the insured. For alcohol consumption, the maximum limits for blood alcohol content in the respective country apply.
- For accidents resulting from attempted suicide or self-mutilation by the insured.

## **18 Recognition of healthcare providers**

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

## **19 Terms diverging from the General Terms of Insurance for VVG/LCA plans**

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### **1. Object of the insurance plans (point 2 para 2)**

As an addendum to point 2 para 2 of the General Terms of Insurance for VVG/LCA plans, benefits will likewise only be paid subsidiarily to any other supplementary insurance plans pursuant to VVG/LCA.

### **2. Insured benefits (point 3 para 1)**

In amendment of point 3 para 1 of the General Terms of Insurance for VVG/LCA plans, the date of the accident determines the liability to cover costs.

### **3. Term of contract (point 16)**

In amendment of point 16 of the General Terms of Insurance for VVG/LCA plans, the contract has no fixed term. If the insured 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.

### **4. Termination (point 19 para 2)**

In amendment of point 19 para 2 of the General Terms of Insurance for VVG/LCA plans, the policyholder may terminate a contract with fixed term at the end of the agreed term, or a contract with no fixed term at the end of a calendar year. The notice of termination in both cases is three months. Sanitas must receive notice of termination by 30 September at the latest.

### **5. Change of age group and place of residence (point 22) and change of term of contract**

Point 22 of the General Terms of Insurance for VVG/LCA plans will be replaced with the following wording: 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/LCA plans.

### **6. Payment of premiums and due dates (point 23 para 1)**

Point 23 para 1 of the General Terms of Insurance for VVG/LCA plans will be replaced with the following wording: 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 January 1. 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.

### **7. Inclusion of accident risk with medical treatment costs after retirement (point 30 para 1)**

As an addendum to point 30 para 1 of the General Terms of Insurance for VVG/LCA plans, Accident Extra Liberty cannot be taken out following retirement.

## **Terms of Sanitas Assistance**

### **1 What is Sanitas Assistance?**

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Sanitas Assistance is a service provided on behalf of Sanitas by the international emergency rescue organisation specified in the policy document. The service includes assistance, advice and transport in the event of an accident abroad.

### **2 What services are available?**

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The following services are available to insured persons:

- 24-hour telephone service: Sanitas Assistance is available around the clock, seven days a week. Advice, provided in different languages, includes brokering on-the-spot 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?**

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- 1 The organisational services related to Sanitas Assistance are managed on behalf of Sanitas by the emergency rescue organisation referred to in point 1.
- 2 The costs of services organised by Sanitas Assistance as per point 5 below are paid on behalf of Sanitas by the emergency rescue organisation referred to in point 1 if this is mentioned expressly. Other costs are paid by Sanitas within the scope of the coverage applicable to the person in question.

### **4 When must Sanitas Assistance be contacted?**

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- 1 The Sanitas Assistance telephone service is always the first point of contact in the event of an accident abroad. 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.

### **5 What services and benefits does Sanitas Assistance provide?**

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- 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 and benefits in the event that the insured has an accident:
  - Organising medical care and advances for the costs of outpatient and inpatient emergency 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 towards the cost 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 he interrupted his journey, or at which he 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 has to make an unscheduled stopover or extend his stay.
- Paying additional transport costs, up to a maximum of CHF 1,500, if the insured has to change his travel plans.

5 If the insured's chosen accommodation becomes unavailable as a result of fire, water or natural events, Sanitas Assistance will advise him 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 has to make an unscheduled stopover or extend his stay.
- Paying additional transport costs, up to a maximum of CHF 1,500, if the insured has to change his travel plans.

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

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

## **7 What restrictions apply?**

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- 1 Sanitas Assistance does not cover the following:
  - The costs of services initiated or paid for by an insured without the prior consent of Sanitas Assistance.
  - Dangerous activities listed in point 17 item 2 of these Supplementary Terms.
  - The consequences of taking non-prescribed drugs or medicines, narcotics or alcohol, and the consequences of suicide attempts.
  - Minor injuries.
  - Relapse/consequences of an accident that occurred before travel commenced.
  - Insured events brought about by intentional or wilful actions of the insured.
  - Travel incidents that are not explicitly mentioned in these terms, and elective (planned) treatments.
  - Accidents resulting from sporting activities undertaken by the insured as an occupation or sideline.
  - Accidents resulting from crimes or offences committed intentionally by the insured.
  
- 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 Is coverage valid all over the world?**

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- 1 In principle, Sanitas Assistance provides services and benefits all over the world. However, accidents that occur during travel in a country or region undertaken against the advice of the Swiss Federal Department of Foreign Affairs are excluded.
  
- 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, as support with preparing travel abroad is an important component of the service provided by Sanitas Assistance.