

# Accident Top Liberty

Supplementary accident insurance pursuant to the Swiss Federal Act on Insurance Policies (VVG/IPA) for inpatient medical expenses for hospitalisation in a single room on the private ward and emergency outpatient medical expenses abroad

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Insurance carrier: Sanitas Privatversicherungen AG

## Purpose and basis

Accident Top Liberty covers the costs of inpatient hospitalisation and treatment on the private ward in the event of an accident. The scope of benefits of Accident Top 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 Policies (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 who have had an accident or fallen acutely ill. 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** 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 affiliated doctor's agreement with or are accredited by the acute hospital in question for their work as an affiliated 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 on 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 Scope of benefits

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/IPA 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/HIA), other social insurance (pursuant to point 2 of the general terms of insurance for VVG/IPA plans), and pays subsidiarily to any other supplementary insurance to VVG/IPA (as per point 19 item 1 of these supplementary terms).

### 3 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 16, 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.

### 4 Emergency hospitalisation outside Switzerland

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

### 5 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).

### 6 Psychiatric clinics

The insurance covers the accommodation, nursing care and treatment costs of inpatient acute care in any psychiatric clinic worldwide as per points 3 to 5.

### 7 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.):

- In Switzerland, and abroad for planned treatments, a maximum of CHF 500 per hospital stay.
- For emergencies abroad, up to CHF 50 per day for a maximum of 180 days in hospital per calendar year.

### 8 Rooming-in

The following hospital accommodation costs are covered:

- By the child's insurance: accommodation costs for one parent if a child (up to the end of the year in which the child turns 5) is hospitalised.
- By the mother's insurance: accommodation costs for a nursing infant if the mother is hospitalised.

## **9 Emergency outpatient treatment abroad**

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/HIA.

## **10 Personal effects**

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 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.

## **12 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 following inpatient hospitalisation or if hospitalisation can be avoided.
- 2 In total, a maximum of CHF 1,500 per calendar year will be paid towards the costs of home help.

## **13 Spa treatment**

- 1 Benefits of 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.
  - 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 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, transport, rescue and search costs**

The following costs are covered:

- 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, 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.

## **15 Medical aids**

- 1 The insurance covers 80% of the costs up to a maximum of CHF 1,000 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 The costs of operating and maintaining medical aids are not covered.

## **16 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 provide cover 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 before admission to an acute hospital as defined in point 1 para 1. If there is no commitment from Sanitas to provide cover 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 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**

In addition to the benefit exclusions specified in point 7 of the general terms of insurance for VVG/IPA 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/HIA insurance.

- In the event of accidents caused by participation in dangerous activities; dangerous activities are activities during which the insured knowingly exposes himself/herself 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 on [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/IPA 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 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.

#### 19 Terms diverging from the general terms of insurance VVG/IPA

##### - 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/IPA plans, benefits will likewise only be paid subsidiarily to any other supplementary insurance plans pursuant to VVG/IPA.

##### - Insured benefits (point 3 para. 1)

In amendment of point 3 para. 1 of the general terms of insurance for VVG/IPA plans, the date of the accident determines the liability to pay benefits.

##### - Term of contract (point 16)

In amendment of point 16 of the general terms of insurance for VVG/IPA plans, 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.

##### - Termination (point 19 para. 2)

In amendment of point 19 para. 2 of the general terms of insurance for VVG/IPA 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.

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

Point 22 of the general terms of insurance for VVG/IPA 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 person to terminate the plan as per point 18 of the general terms of insurance VVG/IPA.

##### 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.

They switch to the next age group at the start of the calendar year in which they reach 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)

Point 23 para. 1 of the general terms of insurance for VVG/IPA plans will be replaced by 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 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.

#### - Inclusion of accident with medical treatment costs after retirement (point 29 para. 1)

As an addendum to point 29 para. 1 of the general terms of insurance for VVG/IPA plans, Accident Top Liberty cannot be taken out following retirement.

### 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 an 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 can be found 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 and benefits in the event that the insured 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 their 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 the insured's journey was interrupted, or at which the insured person 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/her stay.
  - Paying additional transport costs, up to a maximum of CHF 1,500, if the insured has to change his/her 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/her 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/her stay.
    - Paying additional transport costs, up to a maximum of CHF 1,500, if the insured has to change his/her travel plans.

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

Sanitas Assistance is valid during the time in which the person in question is covered under Accident 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:
  - 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.
  - 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 negligent crimes or misdemeanours by the insured person.
  - Travel incidents that are not explicitly mentioned in these terms, and elective (planned) treatments.
  - Accidents resulting from sporting activities undertaken 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?**

- 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. Support with preparing travel abroad is an important component of the service provided by Sanitas Assistance.