
Wincare Line

Diversa Comfort

Supplementary insurance for orthodox medicine and supplementary benefits

Supplementary Terms

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Insurance carrier: Sanitas Privatversicherungen AG

sanitas

General

1 Object of the insurance

- 1 Diversa Comfort supplementary insurance pays the following benefits supplementary to the insured's basic health insurance:
 - Uninsured drugs
 - Spa therapies
 - Convalescent therapy
 - Home help
 - Rescue and transport costs
 - Orthodontic and special dental treatments
 - Glasses/contact lenses
 - Non-medical psychotherapy
 - Vaccinations
 - Medical aids
 - Non-mandatory treatments
 - Treatment by non-KVG/LAMal doctors
 - Benefits abroad
 - Legal insurance for patients
- 2 The insurance can be taken out with or without accident cover.

2 Applicable terms

If any matter is not dealt with specifically in these Supplementary Terms, the General Terms of Insurance of the Wincare line for supplementary insurance plans pursuant to the Swiss Federal Act on Insurance Contracts (VVG/LCA) shall apply.

Benefits in Switzerland

3 Uninsured drugs

- 1 The insurance pays 90% of the costs of medically prescribed drugs and preparations not insured under the insured's basic health insurance. The drug must have been approved by the Swiss approval authority and registered for the indication in question.
- 2 Excluded from cover are drugs and preparations
 - subject to restrictions on the Department of Health's list of pharmaceutical specialities;
 - on a list maintained by Sanitas. This list is continuously updated, and excerpts from it can be provided to the insured person on request;
 - Drugs and preparations prescribed or supplied in connection with complementary medical methods (naturopathic and experienced-based medicine), and which are in principle insured by the Natura Comfort supplementary insurance.

4 Spa treatments

- 1 The insurance pays CHF 50 per day for a maximum of 21 days per calendar year towards the cost of medically prescribed, inpatient spa treatments not covered by the insured's basic insurance
- 2 These benefits will only be paid if the spa treatment is preceded by intensive treatment (hospital stay or outpatient therapies) or if an appropriate outpatient therapy is not possible. If in Switzerland, the spa must be recognised within the framework of mandatory basic health insurance; if in another European country, the spa must be recognised by Sanitas. In addition, a medical examination must be conducted upon admission to the spa, and balneological/physical treatment must be conducted in accordance with the spa plan.

5 Convalescent therapies

- 1 The insurance pays CHF 50 per day for a maximum of 21 days per calendar year towards the cost of a medically prescribed sanatorium stay not covered by the insured's basic insurance
- 2 These benefits will only be paid if the convalescent therapy facilitates recovery following a serious illness, accident or operation. The therapy must also take place in a Swiss sanatorium recognised by Sanitas. A list will be provided to the insured person upon request.

6 Home help

- 1 The insurance pays CHF 50 per day for a maximum of 30 days per calendar year for medically prescribed home help, provided that the insured person is completely unable to work and needs home help because of their state of health and family circumstances.
- 2 The home help must be someone who is self-employed or who works for an organisation. If another person provides home help services, only the additional costs accrued or loss of earnings are insured.

7 Rescue and transport costs

- 1 Benefits will be paid for costs incurred in Switzerland that are not covered by the insured's basic insurance for
 - search and rescue operations for persons who have suffered an accident or become acutely ill;
 - medically necessary transport to the nearest doctor or hospital with suitable means of transport;
 - recovery of a deceased person.
- 2 The maximum costs paid are CHF 20,000 for search and CHF 20,000 for recovery.

8 Orthodontic and special dental treatments

- 1 For outpatient treatment, the insurance pays 75% of the costs not covered by the insured's basic insurance in accordance with the dentist/school dental care tariff for social security purposes.
- 2 This applies to the following treatments:
 - orthodontic treatments related to mastication (correction of misaligned teeth and malformations of the jaw) up to the age of 22
 - periodontal treatments (diagnostic and therapeutic measures for the periodontium, excepting extractions and prostheses)

9 Glasses/contact lenses

The insurance pays CHF 200 towards costs not covered by the insured's basic insurance for glasses or contact lenses required to correct vision: once each calendar year for children up to age 18, and once every 3 calendar years for adults.

10 Non-medical psychotherapy

- 1 The insurance pays 75% up to a maximum of CHF 3,000 per calendar year towards the costs not covered by the insured's basic insurance for medically prescribed treatments by recognised non-medical psychotherapists.
- 2 Recognised non-medical psychotherapists are defined as self-employed psychologists recognised by santésuisse, the association of Swiss health insurers.
- 3 Costs are not covered for psychotherapeutic treatment aimed at self-fulfilment, self-development or personality development or other purposes that do not involve the treatment of an illness.

11 Vaccinations

The insurance pays 90% of the costs not covered by the insured's basic insurance.

12 Medical aids

- 1 The insurance covers 75% up to a maximum of CHF 3,000 of the costs of each medically prescribed aid not covered by a social insurer.
- 2 This applies to the following medical aids:
 - prostheses, support and guidance devices for limbs, orthopaedic corsets and shoes, hearing aids, speech aids, aids for the blind and severely visually impaired, wheelchairs, walking aids and nursing beds.
- 3 Reusable aids provided by the SVK (Schweizerischer Verband für Gemeinschaftsausgaben der Krankenversicherer) will be lent to insured persons free of charge.
- 4 The costs of operating and maintaining medical aids are not covered.

13 Non-mandatory treatment

- 1 75% up to a maximum CHF 4,000 per treatment will be paid towards the cost of certain treatments not covered by the insured's basic insurance.
- 2 The following in particular are covered:
 - Operations to correct protruding ears
 - Sterilisation and vasectomies
 - Female breast reduction where a condition demonstrably requiring treatment exists
- 3 Benefits will be paid only if
 - Sanitas receives the request to cover costs, accompanied by a detailed medical prescription, at least 3 weeks before the planned commencement of treatment;
 - the treatment is advisable and makes sense from a medical perspective;
 - Sanitas has given written consent.

14 Treatment by non-KVG/LAMal doctors

The insurance pays 75% up to a maximum of CHF 3,000 per calendar year towards the cost of treatments by doctors who refuse to provide care in line with the Swiss Federal Health Insurance Act (KVG/LAMal).

Benefits abroad

15 Geographic and temporal coverage

Insurance cover abroad applies worldwide for stays abroad of less than 12 months.

16 Benefits

- 1 In the event of illness or accident abroad, the following benefits are covered supplementary to the insured's basic insurance:
 - Medical expenses at the customary local rates for
 - medical treatment
 - drugs
 - analyses
 - treatment by chiropractors
 - dental treatment necessitated by an accident
 - inpatient treatment in acute hospitals
 - Costs of search and rescue operations as a result of an accident or acute illness
 - Costs of transport deemed necessary on medical grounds with an appropriate means of transport (including repatriation costs).
 - Costs of recovery and repatriation of a deceased person
- 2 The maximum costs paid are CHF 20,000 for search and CHF 20,000 for recovery.
- 3 Benefits will only be paid for treatment in the country in which the insured is staying. No benefits are paid in the event of transfer to or treatment in other countries.

17 Obligation to notify in the event of an illness or accident abroad

- 1 In the event of a sudden illness or accident abroad, the insured must notify Sanitas Assistance immediately if the following services are required:
 - Search and rescue operations
 - Transport and inpatient treatment in acute hospitals
 - Recovery and repatriation of a deceased person
- 2 Any help required will be arranged and, if necessary, carried out by Sanitas Assistance. Only these costs are covered by Sanitas.

18 Maximum benefits

- 1 The amount of benefits for outpatient treatment is unlimited.
- 2 The amount of benefits for inpatient treatment is unlimited up to the date of repatriation or transfer to the relevant hospital in Switzerland deemed reasonable on medical grounds, after which treatment costs will be covered for a maximum of 60 days.

Legal insurance for patients

Insurance carrier: AXA-ARAG

19 Insurance carrier responsible

- 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 may not issue any instructions to AXA-ARAG concerning the settlement of legal cases.

20 Persons covered

The following are deemed to be insured persons:

- All persons with Diversa Comfort supplementary insurance;
- The legal successor/entitled beneficiary of an insured person who has died as a result of an insured event.

21 Scope of application

- 1 The insurance covers the safeguarding of the insured person's legal interests in disputes with a care provider recognised by the Swiss Federal Health Insurance Act or the Swiss Federal Accident Insurance Act (doctor, dentist, hospital, medical personnel), or other care providers recognised by Sanitas in connection with benefits for which coverage with Sanitas 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 and psychotherapeutic services, and dental services not insured by Sanitas;
 - fees and bills;
 - benefits from social and private insurers and pension funds.

22 Temporal coverage

The insurance extends to legal cases that occur while the Diversa Comfort supplementary insurance is in effect. A legal case will be deemed to have occurred

- under civil damages law (point 21.2a): at the time the damage is caused;
- under contractual law (point 21.2.2b): at the time of the first actual or alleged violation of legal provisions or contractual obligations.

23 Geographic coverage

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

24 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 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 compensation;
 - costs incurred by a liable party or a liability insurer.

25 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.

26 Handling of legal cases

- 1 Cooperation: After reporting 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 opposing party'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 negotiations fail, AXA-ARAG will decide on the appropriateness of legal proceedings and the next steps.
- 3 Engaging a lawyer: AXA-ARAG decides on the necessity of engaging 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 informed of developments in the case and, in particular, to provide the company with the information and documents needed to reach 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 Awards of costs: Any costs awarded to the insured in or out of court 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 for a specific measure because it believes that doing so is futile, it must justify its reasons in writing for the proposed solution 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 costs will be awarded to the parties.

- 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.

27 Data processing

AXA-ARAG has the right to obtain and process the information it needs to handle 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.