

Legal Protection Insurance for Patients

General Insurance Terms and Conditions

	Article	
1. Basis of the Contract		1. Basis of the Contract
Insurance Provider	1.1	1.1 Insurance Provider
Relevant Provisions	1.2	The insurance provider for Legal Protection Insurance for Patients is Protekta Legal Protection Insurance Ltd., Monbijoustrasse 5, 3011 Bern (Protekta). Protekta is obliged to provide the insured benefits in accordance with the following provisions.
Collective Contract	1.3	1.2. Relevant Provisions
Written Form, Types of Documentation Equivalent to the Written Form	1.4	These General Insurance Terms and Conditions, the Swiss federal law on insurance contracts (VVG/LCA), the Federal insurance Insurance supervision act (VAG/LSA) and the Insurance supervision ordinance (AVO/OS) apply.
2. Insured Persons		1.3. Collective Contract
3. Period of Validity		Legal Protection Insurance for Patients is provided on the basis of the collective contract concluded between CONCORDIA Insurances Ltd, Bundesplatz 15, 6002 Lucerne (CONCORDIA) and Protekta.
4. Geographical Area of Validity		1.4 Written Form, Types of Documentation Equivalent to the Written Form
5. Insured Legal Protection Cases		In principle, other means of documentation in the form of text are deemed to be equivalent to the conventional written form. The use of other forms of text may be associated with increased data protection risks. Protekta or CONCORDIA are not liable for actions that are the policyholder's own responsibility.
Contractual and Liability Disputes with Healthcare Providers	5.1	2. Insured Persons
Subsidiarity	5.2	The insurance covers persons who have taken out DIVERSA ^{care} or DIVERSA ^{premium} supplementary insurance with CONCORDIA.
Exclusion from Legal Cover	5.3	3. Period of Validity
6. Insured Benefits		Legal cases that occur and are notified during the term of contract are insured. A legal case is deemed to have occurred at the point in time when the contract breach or prohibited action is committed by the healthcare provider.
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4. Geographical Area of Validity

Insurance coverage applies worldwide.

5. Insured Legal Protection Cases

With respect to a health impairment of the insured person, the following disputes are insured.

5.1. Contractual and Liability Disputes with Healthcare Providers

The insurance covers contractual and liability disputes with doctors, dentists, dental technicians, dental hygienists, chiropractors, hospitals or other healthcare providers that are recognised by CONCORDIA and whose activities are officially approved by the competent health authorities.

5.2. Subsidiarity

In the cases referred to in Art. 5.1, entitlement to legal cover only exists if no other insurance provider is under the obligation to provide benefits.

5.3. Exclusion from Legal Cover

No legal cover is afforded in the following cases:

- cases which are not specifically mentioned
- cases relating to events that occurred before DIVERSA^{care} or DIVERSA^{premium} supplementary insurance was taken out
- in connection with psychiatric or psychotherapeutic treatment
- in connection with an involuntary commitment
- disputes concerning premiums
- if the value in dispute is less than CHF 500
- defending against claims for damages
- in connection with criminal acts committed intentionally or legal cases that have been caused intentionally
- in connection with acts of war or riots
- cases that solely involve debt collection and cases involving assigned claims
- in the event of disputes between the insured person and Protekta, its governing bodies or agents
- in the event of disputes between the insured person and CONCORDIA, its governing bodies or agents

6. Insured Benefits

6.1. Benefits covered by Legal Protection Insurance for Patients

Legal Protection Insurance for Patients comprises the following benefits:

- legal advice and guidance concerning the insured person's rights
- safeguarding of the insured person's interests in judicial and out-of-court proceedings
- coverage of costs

6.2. Scope of Benefits

Benefits are paid up to a maximum amount of CHF 300,000 (DIVERSA^{care}) and CHF 500'000 (DIVERSA^{premium}) per insured case within Europe, or CHF 50,000 per insured case outside of Europe, and include:

- attorneys' fees
- the cost of experts commissioned by a court or by Protekta
- court costs and party compensation

Legal Protection Insurance for Patients is indemnity insurance. This means that Protekta covers the actual loss incurred in an insured legal case rather than a fixed amount.

6.3. Assignment of Awards

Costs and other compensation awarded to the insured person by a court must be assigned to Protekta, up to the amount of the benefits paid by Protekta.

6.4. Benefits not insured

The following will not be paid:

- damages
- costs a liable third party is obliged to pay

7. Duties of the Insured Person

7.1. Duty to Notify a Legal Case

The insured person must immediately notify Protekta or CONCORDIA of the occurrence of a legal case by telephone and, at their request, in writing.

7.2. Duty to Cooperate

The insured person must assist Protekta in dealing with the legal case, provide the requisite powers of attorney and information, and forward all relevant communications, especially from government and official bodies, without delay.

In the event of a culpable breach of such obligations, benefits may be reduced by the amount of the additional costs caused by the insured person's behaviour.

8. Processing of Legal Cases

After consultation with the insured person, Protekta will take the appropriate measures to protect them.

If the case has to be referred to an attorney, particularly in case of legal or administrative proceedings or a conflict of interest, the insured person may propose an attorney of their choice.

If this choice cannot be met, the insured person may propose three further attorneys from different law firms, one of whom must be accepted. If the insured person changes attorney without valid reason, they must bear the ensuing costs.

9. Procedures in the Event of Disagreement

If the insured person and Protekta disagree on how to proceed, especially in cases that are deemed to be without prospect of success, the insured person may request that the parties go to arbitration. The arbitrator is jointly appointed by both parties. The provisions of the Federal code of civil procedure (ZPO/CPC) apply to the proceedings.

In the event that the insured person litigates at their own expense, they are entitled to the contractual benefits if the outcome of the main issue in the case is more favourable than assumed by Protekta.

10. Jurisdiction

The Swiss place of residence of the insured person or the registered office of Protekta in Bern are recognised as the place of jurisdiction.

If there are differences in content between the English and the German, French or Italian Insurance Terms and Conditions, the Insurance Terms and Conditions in the language in which the policy is written apply.

The following abbreviations, with corresponding translations in German, French, Italian and English, are used in these General Insurance Terms and Conditions:

VVG/LCA

VVG: Bundesgesetz über den Versicherungsvertrag

LCA: Loi fédérale sur le contrat d'assurance

LCA: Legge federale sul contratto d'assicurazione

Swiss federal law on insurance contracts

VAG/LSA

VAG: Bundesgesetz betreffend die Aufsicht über Versicherungsunternehmen

LSA: Loi fédérale sur la surveillance des entreprises d'assurance

LSA: Legge federale sulla sorveglianza delle imprese di assicurazione

Federal insurance supervision act

AVO/OS:

AVO: Verordnung über die Beaufsichtigung von privaten Versicherungsunternehmen

OS: Ordonnance sur la surveillance des entreprises d'assurance privées

OS: Ordinanza sulla sorveglianza delle imprese di assicurazione private

Insurance supervision ordinance

ZPO/CPC:

ZPO: Schweizerische Zivilprozessordnung

CPC: Code de procédure civile

CPC: Codice di diritto processuale civile svizzero

Federal code of civil procedure



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