



Legal Protection Insurance for Patients

General Insurance Terms and Conditions

1. Legal Bases

1.1. Insurance Provider

The insurance provider for Legal Protection Insurance for Patients is Protekta Legal Protection Insurance Ltd., Monbijoustrasse 68, 3001 Bern (hereinafter referred to as Protekta). Protekta is under the obligation to provide the insured benefits in accordance with the following provisions.

1.2. Relevant Provisions

These General Insurance Terms and Conditions, the Swiss Federal Law on Insurance Contracts (VVG/LCA) and the Ordinance on the Supervision of Private Insurance Institutions (AVO/OS) shall prevail.

1.3. Collective Contract

Legal Protection Insurance for Patients shall be granted pursuant to the collective contract concluded between CONCORDIA Insurances Ltd, Bundesplatz 15, 6002 Lucerne (hereinafter referred to as CONCORDIA) and Protekta.

1.4. Designations

In order to render these General Insurance Terms and Conditions easier to read, any gender-specific designations shall refer to persons of both genders.

2. Insured Persons

The insurance shall cover persons that have taken out DIVERSA^{care} or DIVERSA^{premium} supplementary insurance with CONCORDIA.

3. Temporal Application

Legal protection cases that occur and are notified during the term of contract shall be insured. A legal protection case is deemed to have occurred at the point in time when the contract is breached or an illegal act is committed.

4. Territorial Scope

Insurance coverage applies worldwide.

5. Insured Legal Protection Cases

With respect to a health impairment of the insured person, the following disputes shall be insured:

5.1. Contractual disputes and disputes regarding questions of liability with benefit providers

The insurance covers contractual and liability disputes with officially approved doctors, dentists, dental technicians, dental hygienists, chiropractors, hospitals or other medical benefits 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 protection shall only be granted if and to the extent that no other insurance provider is under the obligation to provide benefits.

5.3. No legal protection shall be granted

- in cases which are not specifically mentioned
- in cases which arose prior to the conclusion of DIVERSA^{care} or DIVERSA^{premium} supplementary insurance
- in connection with psychiatric or psychotherapeutic benefits
- in connection with an involuntary commitment
- for disputes concerning premiums
- if the value in dispute is less than CHF 500
- for the defence against claims for damages
- in connection with intentionally committed criminal acts or in the event of legal protection cases that have been caused intentionally
- in connection with acts of war or riots
- in connection with mere debt collection or assignment of claims
- in the event of disputes between the insured person and Protekta, its governing bodies or agents
- in disputes between the insured person and CONCORDIA, its governing bodies or its agents

6. Insured Benefits

- 6.1. 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 extrajudicial proceedings
 - assumption of cost
- 6.2. Scope of Benefits
- Benefits shall be granted 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 shall include
- attorneys' fees
 - the cost of experts who have been commissioned by a court or by Protekta
 - court costs and party compensation
- 6.3. Assignment Arrangement
- The insured person shall have to assign to Protekta any and all awarded court costs and party compensation to the extent that such court costs and party compensation do not exceed the amount of benefits effectively paid by Protekta.
- 6.4. The following shall not be paid
- damages
 - costs that a liable third party is obligated to bear

7. Duties of the Insured Person

- 7.1. Notification of Legal Protection Case
- The insured person shall notify any insured protection case promptly upon its occurrence to Protekta or to CONCORDIA by telephone and, at their request, in writing.
- 7.2. Duty to Cooperate
- The insured person must assist Protekta in processing the legal protection case, provide the requisite powers of attorney and information, and forward all relevant communications, especially from the authorities, 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. In case of gross negligence, benefits may be refused.

8. Processing of Legal Protection Cases

After consultation with the insured person, Protekta shall take the appropriate measures to protect him/her.

If the case has to be deferred to an attorney, particularly in case of legal or administrative proceedings or in the event of a conflict of interest, the insured person may propose an attorney of his/her choice. If the proposal cannot be accepted, the insured person may propose three further attorneys from three different law firms, one of whom must be accepted. If there is no just cause for a change in attorney, the insured person shall bear the ensuing costs.

9. Procedures in the Event of Disagreement

If the parties disagree on the further procedure, especially in cases that are deemed to be without prospect of success, the insured person may request the initiation of arbitration proceedings. The arbitrator shall be a person commonly appointed by both parties. Furthermore the provisions of the Federal Code of Civil Procedure (ZPO/CPC) shall apply to the proceedings.

In the event that the insured person litigates at his own expenses, he shall be entitled to the contractual benefits if the outcome of case is more favourable than Protekta's estimate.

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.



Bound by trust

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