

1. Basics

1.1. Insurance provider

The insurance is provided by ÖKK Insurance (referred to below as the Insurer). The insurance is arranged by the health insurance scheme or company (referred to below as the scheme) named on the payment form (insurance policy).

1.2. Purpose of the insurance

The insurance pays contributions towards costs which are not otherwise covered for emergency treatment in the event of illness, accident and premature birth during holiday or business travel or a stay away from home. It also provides benefits for transport, search, rescue and repatriation costs and service benefits. The conditions governing benefits set out below determine cover.

1.3. Law on insurance contracts

Save where otherwise stipulated in these contractual terms and conditions, the provisions of the Federal Law on the Insurance Contract of 2 April 1908 shall apply.

2. Purchase, start and duration

2.1. Insured persons

2.1.1. Persons who may be covered

The insurance contract is open to all persons who have a health care insurance in Switzerland, without limitation as to age.

2.1.2. Individuals

The persons named on the payment form are insured.

2.1.3. Families

The policy holder named on the payment form is insured, together with the spouse or living-in partner and his/her children up to their 25th birthday, provided that they live in the same household as the policy holder.

2.2. Purchase of the insurance

The insurance is purchased by completing the payment form in full and correctly and by paying the full premium for the desired insurance cover by means of a postal giro or bank transfer. If these conditions are not met, the contract shall not be concluded.

The payment form constitutes the policy. The receipt must be kept by the insured persons.

2.3. Start of the insurance

The insurance begins on the date requested on the payment form, but not before the date as postmarked or the date on which the bank credit transfer is made to the scheme.

If the starting date of the insurance is not stated on the payment form, the insurance shall be deemed to begin on the date as postmarked or on the date of the bank credit transfer.

2.4. Duration of the insurance

The insurance can be taken out for the period stated in the scale of charges, subject to a maximum of 365 days.

The duration of the insurance and the desired scope are to be indicated on the payment form and must correspond to the amount paid in. If the premium paid does not correspond to the requested insurance cover, in the event of a claim the duration of the insurance will be shortened in proportion to the difference between the stipulated premium and the amount actually paid in. The insurance starting date remains the date stated by the policy holder on the payment form.

3. Benefits

3.1. Scope of benefits

3.1.1. Geographical scope of benefits

The insurance applies to emergency treatment outside the canton of residence in Switzerland and in other countries worldwide.

3.1.2. Time limit for benefits

The benefits are provided only during the period for which repatriation is not possible for medical reasons.

The obligation to provide benefits in respect of illnesses and accidents which occurred during the period of insurance lapses in all cases no later than 91 days after the expiry date of the insurance.

3.2. Condition for the provision of benefits

Benefits are only paid if the treatment is appropriate and necessary for medical reasons and is provided by persons who have the necessary authorisation to do so.

3.3. Costs of medical treatment

The insurance pays benefits to cover treatment costs for such outpatient or inpatient treatment as may be necessary in an emergency, on a subsidiary basis to the compulsory health care insurance scheme under KVG, accident insurance under UVG and any supplementary insurance policies taken out with the insurance.

Illness, accident and premature birth are all covered at the habitual local or contractually agreed rates. The birth is deemed to be premature if it occurs unexpectedly and more than six weeks before the medically attested birth date. The statutory cost contribution applicable in Switzerland is not insured.

3.4. Transport costs, search, rescue and repatriation

If an insured person falls seriously ill, suffers a serious accident or dies, the insurer – based on a medical finding – provides the following benefits organised by the 24h Sympany Helpline and pays the costs of:

- medically necessary rescue actions and emergency transport by an appropriate means of transport to the nearest suitable place of treatment;
- search actions which are undertaken with a view to the rescue or recovery of the insured person and rescue actions up to a total cost of CHF 20 000.– per insured person;
- in the event of medical necessity, return transport of the insured person who falls ill or suffers an accident to a suitable hospital in the canton of

residence for hospital treatment;

- return transport of a deceased person to the previous place of residence in Switzerland or neighbouring foreign country in the case of frontier workers.

3.5. Travel to visit and additional travel costs

3.5.1. Travel to visit

If an insured person falls seriously ill or suffers a serious accident abroad and must be admitted to hospital for more than 7 days, the insurer organises and pays for travel for a person close to the insured person to visit the latter in hospital (first class rail, economy class air).

3.5.2. Special return travel

If an insured person has to be transported back in a medical emergency from abroad to a suitable hospital in the canton of residence for treatment as an inpatient, the 24h Sympany Helpline organises special return travel for members of family who are insured or for a person close to the victim. The additional costs incurred are covered.

If an insured person falls ill or suffers an accident and is unable to begin the planned return journey because of the stay in hospital, the 24h Sympany Helpline will organise the special return journey for the insured person, for insured members of family travelling with him or her or for a person close to him or her. The additional costs incurred will be covered.

3.6. Cover sums

The following variants are available:

3.6.1. tourist subito 50/100

The cover sum for all benefits amounts to a total of CHF 50 000.– per insured person, subject to a maximum of CHF 100 000.– per insured family.

3.6.2. tourist subito 250/500

The cover sum for all benefits amounts to a total of CHF 250 000.– per insured person, subject to a maximum of CHF 500 000.– per insured family.

3.7. Service benefits

3.7.1. Costs advanced to a hospital

If an insured person has to be hospitalised abroad, the insurer will, if necessary, pay an advance of up to CHF 20 000.– towards the hospital costs. If a part of the sum paid in advance is not covered by the existing insurance, it will be billed to the insured person. The amount claimed in this way must be refunded within 30 days.

3.7.2. Informing persons at home

If the 24h Sympany Helpline organises measures, it notifies members of family of the insured person of the circumstances and the action taken.

3.7.3. Arranging hospital and medical contacts abroad

If necessary, the 24h Sympany Helpline puts the insured person in contact with a doctor or a hospital in the region where he or she is staying. If there are communication problems, the 24h Sympany Helpline will provide translation assistance.

3.7.4. Medical advice by doctors

If an insured person requires medical assistance during travel and this is not available at the place where he or she is staying, the doctors at the 24h Sympany Helpline will provide medical advice. However, this advice is only a suggestion and must under no circumstances be regarded as a diagnosis.

3.8. Limitations of benefit

3.8.1. Exclusion of benefit

No entitlement to insurance benefit exists:

- for illnesses and consequences of accidents in respect of which medical treatment was not completed one year before the insurance was taken out;
- if the insured person travelled abroad for the purpose of treatment, care or childbirth;
- for illnesses and sequels of accidents which were excluded from cover under an health or accident insurance existing for the insured person;
- if the 24h Sympany Helpline has not given its advance consent to a search action, rescue, return transport, visit or special return journey;
- in the event of participation in warfare, unrest and similar events and during foreign military service;
- in the case of illness and accident as a consequence of warlike events which broke out more than 14 days previously;
- in the case of illness and accident consequent upon active participation in punishable actions, fights and other acts of violence;
- if the illness or accident was caused by gross negligence, in particular by the misuse of alcoholic beverages, pharmaceutical substances or other drugs;
- in the case of health damage caused by a hazardous venture, i.e. if the insured person exposes him- or herself to a risk without taking or being able to take precautionary measures which may reduce the risk to a reasonable extent. Actions taken to rescue other persons are excluded. Within the meaning of this provision, a hazardous venture includes, in particular, taking part in motor vehicle races or training for such races;
- if the health damage was caused deliberately, including as a consequence of suicide, attempted suicide or self-inflicted injury.

If the emergency transport for repatriation is rendered impossible by strike, unrest, major industrial damage, radioactivity, natural disasters, epidemic illnesses, force majeure or other similar causes, its organisation and implementation cannot be demanded.

3.8.2. Restriction of benefits

If bills are manifestly exaggerated, the insurer may reduce the benefits provided accordingly or make payment conditional upon an assignment of the claim to a reduction.

3.9. Time-barring

The claim of the insured person against the insurer is time-barred two years after the occurrence of the circumstance which gave rise to the insurer's obligation to provide a benefit.

4. Cost share

No cost share is charged on tourist subito benefits.

5. Obligations in the event of a claim

5.1. Informing the 24h Sympany Helpline

In the event of sudden illness, accident and premature birth at home or abroad which necessitate hospitalisation or assistance measures, the 24h Sympany Helpline must in all cases be notified without delay.

5.2. Release from the obligation of discretion

The insured person releases the treating physicians and other medical personnel and insurers from the obligation of secrecy in relation to the 24h Sympany Helpline or to the insurer.

5.3. Making the claim

The insured person must submit his or her claim to the scheme without delay and make available all information, together with the necessary medical and administrative details. Only detailed original bills are accepted. If the details given on the bill are inadequate and if supplementary information is not made available on request the benefits will be determined at the insurer's discretion.

5.4. Imputation of rail or air tickets

Rail or air tickets which are not required must be submitted to the scheme without special request to do so. Where tickets which cannot be used have been sold or reimbursed by third parties, the compensation received will be imputed against the insurance benefits. In the event of failure to comply with this obligation, the insurer may claim back an amount determined at the insurer's discretion from the insured person or offset this amount against the entitlement to benefit.

6. Benefits provided by third parties

6.1. In general

If a third party is liable by law, or by reason of culpable action, for the notified case of illness or accident, the insurer is under no liability to provide benefits or shall do so at most for the part which is not otherwise covered.

6.2. Multiple insurance

Where several insurers are required to provide benefits, a calculation is made to determine how much each insurer would have been required to pay if sole responsibility had been vested in that insurer. This shall apply even if the obligation of the other insurers to provide benefits is only subsidiary. The compensation payable under these GTC is limited to that part of the overall insured sum which is equivalent to such cover.

6.3. Waiver of benefits

Where insured persons waive in whole or in part benefits from third parties without the consent of the insurer, the obligation to provide benefits pursuant to these GTC shall lapse. The capitalisation of a claim to benefit shall likewise be regarded as a waiver.

6.4. Social insurance

No benefits which are charged to social insurance schemes (KV, UV, IV, MV, AHV, AVI, etc.) are payable. The benefit claim must be notified to the appropriate social insurance. If an insured person does not have a valid compulsory health care insurance under KVG, benefits will be provided by the insurer as though such cover had existed.

6.5. Existing insurance policies

Other supplementary insurance policies shall take priority over benefits under tourist subito

6.6. Advance benefits and redress

Advance benefits in relation to third parties other than the social insurance schemes may be provided. A condition is that the insured person must have unsuccessfully taken all reasonable steps to enforce his or her claims and that he or she assigns claims on third parties to the insurer in the amount of the benefits provided.

6.7. Over-insurance

The insured persons must not make any profit on the benefits provided under these GTC, having regard to the benefits provided by third parties. In the event of over-insurance, the benefits will be reduced accordingly.

6.8. Air rescue service or similar organisation

If the insured person is a member (patron) of an air rescue service or similar organisation, costs will be paid only insofar as no benefits are provided by this organisation, alternative contractual agreements being excepted.

7. Place of jurisdiction

In the event of disputes arising out of this insurance, the person bringing the action may refer the case to the court at the insured person's Swiss place of residence or at the place where the insurer or the scheme has its place of business.