

General Insurance Conditions (GIC) ÖKK TOURIST SUBITO Edition 2022

Treatment costs & personal assistance

1. Insurance fundamentals

1.1 Insurance provider

The insurer is the health insurer listed in the insurance confirmation. The insurer is the point of contact for any issues the insured persons may have, unless another company is expressly stipulated in these provisions.

The insurance provider for the treatment costs & personal assistance is ÖKK Versicherungen AG, Landquart.

1.2 Purpose

The insurance provides benefits towards the uncovered costs of emergency treatment in the event of illness, accident or premature birth during vacations, business travel or stays abroad. It also provides benefits towards transport, search, rescue and recovery operations as well as other services.

It is an indemnity insurance policy.

The following conditions apply with regard to the insurance cover.

1.3 Conditions for receiving benefits

Benefits shall only be provided if the treatment is appropriate and medically necessary, and is performed by people with the required authorisation to do so.

1.4 Geographical scope

The insurance applies for emergency treatments outside of the canton of residence in Switzerland and worldwide.

The Principality of Liechtenstein is considered equivalent to a canton of residence, provided the insured person has their place of residence there.

1.5 Period of benefits

The insurance cover applies for the period specified on the insurance confirmation, but for a maximum of 365 days.

Benefits are only provided for as long as it is not medically viable for the insured person to be repatriated.

The obligation to provide benefits for illnesses and accidents that occurred during the duration of the insurance shall in any case lapse no later than 91 days after expiry of the insurance.

1.6 Conclusion of the insurance

This insurance may be concluded by all persons, without any age restrictions, who have compulsory health care insurance under the Swiss Health Insurance Act (KVG) and their legal place of residence in Switzerland.

In addition, the insurance may be concluded by people who have the relevant compulsory health care insurance in the Principality of Liechtenstein and also have the legal place of residence there.

1.7 Right of revocation

For an insurance duration of more than 30 days, the application to conclude the insurance can be revoked within 14 days of submitting it. In providing notice of revocation, all obligations of the insurer lapse.

This deadline is deemed to have been met if the policyholder notifies the insurer of the revocation or sends its revocation declaration by post on the last day of the revocation period.

1.8 Insured persons

The policyholder is the person with whom the insurer has concluded an insurance contract.

1.8.1 Individual insurance

The person listed on the insurance confirmation is insured.

1.8.2 Family insurance

The policyholder listed on the insurance confirmation as well as their spouse/partner and children are insured, provided they live in the same household as the policyholder.

1.9 Insurance Contract Act

Unless these terms and conditions contain regulations to the contrary, the provisions of the Federal Act on Insurance Contracts (VVG) of 2 April 1908, as updated on 1 January 2022, shall apply.

2. Insurance benefits

2.1 Treatment costs

The insurance pays benefits to cover treatment costs in the case of emergency treatment as an outpatient or inpatient over and above the compulsory health care insurance under KVG, accident insurance under UVG and any supplementary insurance cover. Please refer to section 5.2 on multiple insurance policies.

The cover extends to illness, accident or premature birth at the habitual local rates or the contractually agreed rates. A birth is regarded as premature if it is unforeseen and takes place more than six weeks before the medically attested expected birth date.

The statutory cost share applicable to Switzerland is not insured.

2.2 Transport, search, rescue and recovery operations

If an insured person suffers a serious illness or accident or dies, the insurer – based on the medical findings – provides the following benefits as organised by the ÖKK emergency call centre and pays the costs for:

- a) medically necessary rescue operations and emergency transport in an appropriate means of transport to the nearest suitable place of treatment;
- b) search operations undertaken with regard to rescuing or recovering the insured person as well as recovery operations up to a total of CHF 20,000 per insured person;
- c) medically necessary repatriation of the insured person who has suffered an illness or accident to a suitable hospital in the canton of residence for inpatient treatment; and
- d) repatriation of the deceased person to their place of residence.

2.3 Trips for visiting purposes and additional travel costs

2.3.1 Trips for visiting purposes

If an insured person suffers a serious illness or accident abroad and has to be hospitalised for more than 7 days, the ÖKK emergency call centre organises a trip for visiting purposes to the hospital for one person close to the insured person (first-class rail ticket, economy-class airfare). The costs for this are covered by the insurer.

2.3.2 Additional return trip

If, in the event of medical necessity, an insured person has to be transported back from abroad to a suitable hospital in the canton of residence for inpatient treatment, the ÖKK emergency call centre organises the additional return trips for insured family members travelling with the insured person or a close person. The additional costs incurred are covered.

If an insured person suffers an illness or accident and cannot undertake their journey home because they have to stay in hospital, the ÖKK emergency call centre organises the additional return trip for the insured person, insured family members travelling with the insured person or a close person. The additional costs incurred are covered.

2.4 Amount of coverage

The amount of coverage for all benefits amounts to CHF 250,000 per insured person, up to a maximum of CHF 500,000 per insured family.

2.5 Services

2.5.1 Payment advances to hospitals

If an insured person has to be hospitalised abroad, if necessary the insurer provides a payment advance to cover hospital costs of up to CHF 20,000. If some of this prepaid amount is not covered by the existing insurance, the difference will be invoiced to the insured person. The requested amount must be repaid within 30 days.

2.5.2 Notification of people at home

If measures are organised by the ÖKK emergency call centre, the latter notifies relatives of the insured person of the relevant facts and the measures taken.

2.5.3 Referral to hospitals and doctors abroad

If required, the ÖKK emergency call centre refers its insured persons to a doctor or hospital close to where they are staying. If there are communication problems, the ÖKK emergency call centre will provide translation assistance.

2.5.4 Medical advice from doctors

If an insured person requires medical assistance while travelling and this cannot be obtained at the place they are staying, the doctors at the ÖKK emergency call centre provide medical advice. This advice only represents a recommendation, and in no way should be considered a diagnosis.

2.6 Benefit restrictions

2.6.1 Exclusion of benefits

There is no entitlement to insurance benefits:

- a) for illnesses and consequences of accidents that existed before embarking on the journey;
- b) if the insured person travelled abroad for the purposes of receiving treatment or care, or giving birth;
- c) for illnesses and consequences of accidents that have been excluded for the insured person from the cover under an existing health or accident insurance policy;
- d) if the ÖKK emergency call centre has not given its prior approval for search or recovery operations, repatriation, visitation or additional return trips; the provisions under Art. 45 VVG shall apply (absence of fault or no influence on scope of benefit);
- e) in the case of participation in warlike actions, unrest, and similar events, and during military service abroad;
- f) in the case of illnesses and accidents resulting from warlike events that had broken out more than 14 days previously;
- g) in the case of illnesses and accidents resulting from active participation in punishable actions, fights or other acts of violence;
- h) in the case of grossly negligent causation of the illness or accident, in particular as a result of misusing alcohol, medication or other drugs;
- i) in the case of health impairments resulting from recklessness, i.e. if the insured person exposes themselves to a risk without taking or being able to take any measures that could reduce this risk to a reasonable level. This does not include rescue operations in aid of persons. In terms of these provisions, recklessness includes in particular the participation in races or training with motor vehicles; and
- j) if the insured person's health is damaged intentionally, also as a consequence of suicide, a suicide attempt or self-harm.

If the emergency transportation or repatriation is not possible as a result of external factors, such as strike action, turmoil, acts of violence, large-scale industrial emergencies, radioactivity, natural disasters, epidemic illnesses or force majeure, there is no right to demand that these be organised or performed.

2.6.2 Excessive invoices

Where the invoice is clearly for an amount that is too high, the insurer can reduce its benefits or make the payment thereof contingent on the claim for reduction being ceded.

2.7 Statute of limitations

The insured person's entitlement to benefits from the insurer expires five years after the event upon which the obligation to provide benefits is based.

3. Cost sharing

No cost sharing applies to benefits provided under ÖKK TOURIST SUBITO.

4. Obligations in the event of a claim

4.1 Notification of ÖKK emergency call centre

In the event of sudden illness, accident or premature birth in Switzerland or abroad necessitating a period of hospitalisation, the ÖKK emergency call centre must be notified immediately in all cases.

4.2 Release from duty of professional secrecy

The insured person releases the doctors treating them and other medical personnel as well as insurers from their duty of professional secrecy vis-à-vis the ÖKK emergency call centre/insurer.

4.3 Making a claim

The insured person must submit their claim for benefits to the insurer immediately and make available all information that contains the required medical and administrative details. Only detailed original invoices are accepted. If the invoice details are insufficient and additional information is not provided upon request, the level of benefits to be provided is determined at the insurer's discretion.

4.4 Deduction of rail or flight tickets

Unused rail or flight tickets must be automatically returned to the insurer. If useless tickets are sold or reimbursed by a third party, the amounts received in this respect will be deducted from the insurance benefits. If this obligation is not met, the insurer may reclaim an amount determined at its discretion from the insured person or offset this amount against the claim for benefits.

5. Third-party benefits

5.1 General provisions

If a third party is liable for a reported illness or accident by law or through their fault, the insurer is either not obliged to provide benefits, or is only liable for the uncovered amount of benefits.

5.2 Multiple insurance policies

If more than one private insurer is obliged to provide benefits, a calculation is performed to determine how much each private insurer would have to pay if they were solely liable for providing benefits. This also applies if the other private insurers only have a subsidiary obligation to provide benefits. The payment to be made under these GIC is limited to the proportion of the total insurance amount corresponding to this cover.

5.3 Waiver of benefits

If the insured person wholly or partially waives their right to benefits vis-à-vis third parties without the consent of the insurer, the obligation to provide benefits under these GIC no longer applies. The capitalisation of an entitlement to benefits is also considered to be a waiver of benefits.

5.4 Social insurance

No benefits are covered that are paid out under social insurance (KV, UV, IV, MV, AHV, AVI etc.). Any claim to benefits must be reported to the relevant social insurance office.

If an insured person does not have compulsory health care insurance under KVG or equivalent coverage in the Principality of Liechtenstein, benefits are provided by the insurer as if this cover were in place.

5.5 Advance payment of benefits and recourse

An advance payment of benefits can be made if the insured person is also insured with third parties other than social insurers. A requirement is that the insured persons must have made reasonable efforts to enforce their claims without success and is willing to assign their claims against third parties to the insurer within the scope of the benefits provided.

5.6 Overinsurance

The insured person may not make any profit from the benefits provided under these GIC taking into consideration the benefits provided by third parties. In the event of being overinsured, the benefits will be reduced accordingly.

5.7 Air rescue service and similar organisations

If the insured person is a member (donor) of an air rescue service or similar organisations, costs are only covered to the extent that these organisations have not provided benefits. This remains subject to other contractual agreements in place.

6. Data protection

The data of insured persons is processed in accordance with the provisions of the Federal Act on Insurance Contracts (VVG) and the Federal Act on Data Protection (DSG).

The insurer collects and processes personal and business data which is required to execute the contract and process claims. In addition, the insurer may use the data for regulatory evaluations as well as for personal customer consultations and to assist customers so as to improve the quality of its products and services.

Personal data is treated with absolute confidence and is protected from unauthorised access.

More information on how personal data is processed by the insurer can be found in its data protection statement.

7. Notifications

All notifications provided by policyholders or insured persons must be sent to the responsible branch of the insurer in writing or in another form that also provides evidence in text form.

8. Place of jurisdiction

In the event of any disputes arising out of this insurance, the claimant may choose to have their case heard before the court at their place of residence in Switzerland or the insurer's registered office.