

2022 edition



Supplementary insurance

Special terms and conditions (STC)
protect

Special terms and conditions (STC) protect under the Federal Insurance Contract Act (ICA)

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protect

1 Insurance fundamentals

1.1 Insurance provider

protect healthcare legal expenses insurance is provided by Coop Rechtsschutz AG, Aarau (hereinafter referred to as the insurer). The insurance provider is Sympany Versicherungen AG, Basel (hereinafter referred to as Sympany).

1.2 General Terms and Conditions of Insurance (GTC)

The General Terms and Conditions of Insurance of Sympany Versicherungen AG are an integral component of the provisions on the protection of patient rights. In the event of conflicting provisions, the Special Terms and Conditions of **protect** healthcare legal expenses insurance shall take precedence over the General Terms and Conditions of Insurance of Sympany.

1.3 Collective contract

The healthcare legal protection is granted on the basis of the collective contract between Sympany and the insurer. Sympany is entitled to carry out all activities in the name of and on behalf of the insurance provider.

2 Scope of cover

2.1 Contractual basis

The subject matter of the contract complies with the present General Terms and Conditions of Sympany **protect**, the Federal Insurance Contract Act (ICA), the Insurance Supervision Act (ISA) and the Ordinance on the Supervision of Private Insurance Companies (SO).

2.2 Insured disputes

The following types of dispute are insured in connection with impairment to health:

- Legal liability disputes (e.g. with medical service providers, with motor vehicle owners following traffic accidents etc.)
- Insurance law disputes (e.g. with liability, accident, health, disability insurance, etc.)

2.3 Subsidiarity

An entitlement to legal protection only exists where and to the extent that benefits do not have to be provided by another insurer. Disputes with medical service providers and their liability insurance are excluded from subsidiarity.

2.4 Non-insured disputes

The insurance does not grant cover for

- Cases that are not explicitly listed,
- Cases in which the underlying event occurred before the present insurance contract entered into force,
- Disputes between the insured person and Coop Rechtsschutz or bodies thereof or between the insured person and attorneys and experts involved in an insured legal protection case,
- Cases in connection with
 - psychiatric and psychotherapeutic treatment,
 - fees and invoices (excepting those for services not rendered),
 - premium invoices from Sympany,
 - defence against claims for damage.

3 Insured persons

Persons who have arranged **protect** insurance with Sympany are insured. All persons insured with the aforementioned person on a joint policy are also insured.

Should an insured person die as a consequence of an insured event, his legal successors are insured for the event in question.

4 Commencement, duration and termination of the insurance

4.1 General

The commencement, duration and termination of the insurance are determined by the common provisions of Sympany Versicherungen AG.

This cover is available only in conjunction with at least one of the following insurance departments:

- **plus, premium, general supplement, private supplement, hospita, salto, dental.**

Where a person who meets the conditions of **protect** leaves the joint policy, **protect** insurance cover remains in force. The insured person, however, has a right of withdrawal within three months of being notified accordingly.

4.2 Termination of the group policy

The insurance expires on the termination of the collective insurance contract between the insurer and Sympany. The insured person must be notified in writing of the termination no less than one month before the expiry of the insurance cover.

5 Geographical validity

The insurance cover applies throughout the world.

6 Temporal validity

The time of the underlying event is authoritative in respect of the temporal insurance cover. Legal protection is only provided in cases where the underlying event occurred after the **protect** contract was concluded. The underlying event is deemed to be the time when the loss or damage occurred; in insurance law cases the time of the event that triggers the insurance claim shall be authoritative, and otherwise the time of the notification that triggers the dispute.

7 Insured benefits

The insurer shall grant the following benefits:

- representation of legal interests by the legal services of Coop Rechtsschutz
- payment of a maximum of CHF 250,000 per case (or of CHF 50,000 in cases outside Europe and countries bordering the Mediterranean Sea):
 - the costs of attorneys assigned to the case,
 - the costs of experts assigned to the case,
 - court costs and other procedural costs charged,
 - costs of collecting the compensation awarded to the insured person,
 - compensation costs awarded to the other party and payable by the insured person.

The following shall not be paid:

- damage compensation,
- costs for which a third party is liable.

Any procedural costs and legal fees awarded to the insured person must be surrendered to the insurer.

8 Legal protection

8.1 Notification of a legal protection claim

The insurer or Sympany must be immediately notified of the occurrence of a legal protection claim, in writing should they so request. The insured person must assist the insurer in processing the legal protection claim, grant the necessary powers of attorney and information and pass on to him without delay notices received, in particular from authorities. If the insured person is responsible for any breach of these obligations that involve the insurer in additional costs, it may reduce benefits. Benefits may be withheld altogether in the event of a serious breach.

8.2 Processing a legal protection claim

The insurer, after consulting the insured person, takes such measures as are necessary to protect its interests. If it proves necessary to take legal advice, in particular for legal or administrative proceedings or in the event of conflicts of interest, the insured person has a free choice of lawyers. The attorney is instructed solely by the insurer. Failure to comply with this provision may lead the insurer to reduce benefits. Where there are no valid reasons for a change of lawyer, the insured person bears the resulting costs.

8.3 Disputes procedure

In the event of disputes about further action, especially in cases that the insurer regards as hopeless, the insured person may initiate arbitration proceedings. The arbitrator is jointly appointed by both parties.

Otherwise the procedure is based on the concordat concerning proceedings of the arbitration tribunal.

If an insured person takes proceedings at his own expense, contractual benefits are payable if the outcome of the proceedings is more favourable than the insurer expected.

9 Legal venue

The place of jurisdiction shall be the Swiss place of residence of the insured person or Aarau.

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+41 58 262 42 00
www.sympany.ch

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