

General Terms and Conditions for Private Hospitals in Austria

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Issued by the **Association of Private Hospitals in Austria (Verband der Privatkrankenanstellen Österreichs)**
Member of the **Union Européenne de l'Hospitalisation Privée (UEHP)**

Note: all wording is to be understood as gender-neutral and refers equally to all genders.

1. Scope of application

- (1.1) These General Terms and Conditions govern the contractual relationship between patient and hospital. They apply to all inpatient and outpatient treatment of patients at the hospital, but only subject to any of the hospital's own general terms and conditions.
- (1.2) The General Terms and Conditions apply to all hospitals whose maintaining bodies are members of the Association of Private Hospitals in Austria.
- (1.3) These General Terms and Conditions apply to the rights and obligations of patients, subject to the provisions of the Austrian Provincial and Federal Hospital Act [Landes- und Bundeskrankenanstaltengesetz] and the Austrian Civil Code (ABGB).

2. Patient's request for admission and accommodation

- (2.1) The patient is admitted to the hospital after referral by a registered physician.
- (2.2) The patient shall indicate his/her choice of physician to lead the patient's treatment as primary physician (hereafter, the "physician" or "practitioner") before signing the inpatient or outpatient hospital admission agreement.
- (2.3) Admission to the hospital shall be by de facto admission, but in any case by conclusion of the inpatient or outpatient hospital admission agreement. Hospitals without public status are not subject to any obligation to admit patients and may refuse admission without giving reasons, with the exception of general first aid.

3. Contract for accommodation

- (3.1) The admission of the patient to the hospital shall constitute an accommodation contract.
- (3.2) The type of admission (inpatient or outpatient) depends on the decision and/or instructions of the physician admitting the patient to the hospital.
- (3.3) On admission, the patient shall make his/her request for accommodation. The general care and hospital fees, of which the patient is informed on admission by displayed notice, must be charged according to the accommodation actually provided.
- (3.4) On admission, an appropriate amount must be paid to the hospital on account, but in any case at least 50% of the expected cost of treatment. The hospital shall be entitled to reject the patient – unless the patient must be accepted under the Austrian Hospitals and Sanatoria Act (KAKuG) – if the required amount on account has not been paid in full. The patient must immediately top up any payments on account to the required amount after being informed by the hospital, otherwise the legal consequence shall be as per clause 13.1, sentence two of these General Terms and Conditions.
- (3.5) For patients with supplementary health insurance, the hospital may refrain from obliging the patient to make a payment on account if the insurer has declared that it will assume the costs. The confirmation of cover should ordinarily be presented by the patient on admission to the hospital. The patient may, however, authorize the hospital to request the assumption of costs from the insurer on his/her behalf.
- (3.6) This accommodation contract is based on: these General Terms and Conditions, general care and hospital fees, charges for specific procedures and the physician's fees according to the displayed notice, the admission form signed by the patient and the admission diagnosis prepared by the physician according to clause 3.2.
- (3.7) Any amendments and supplements to the accommodation contract made at a later date are subject to confirmation by the hospital in writing in order to be legally effective.

4. Contract for medical treatment

- (4.1) The contract for medical treatment shall be entered into between the patient and the primary physician of his/her choice. This also applies to freelance and employed midwives who work on the basis of a patient's request; in these cases the midwife works as an inpatient midwife and not as an employee of the hospital. The hospital is therefore not liable for their conduct or for the conduct of third parties consulted by inpatient midwives. This also applies to any third party consulted by the primary physician. The contract for medical treatment comprises the information required and its documentation by the physician or inpatient midwife, the patient's consent to the treatment proposed, the agreement on the fee for the treatment to be performed by the primary physician, by his/her subordinate physicians, consultants and other vicarious agents, in particular also by midwives. If the patient does

not nominate a primary physician, the hospital may suggest a primary physician to the patient without obligation. Acceptance of the proposal establishes the contract for medical treatment between the patient and the physician who is then the primary physician.

- (4.2) On admission by the physician who will subsequently be the primary physician, the hospital shall be deemed to have concluded a contract for medical treatment – in whatever form – between the physician and the patient.
- (4.3) In this case, the information to the patient required according to the Austrian Hospitals Act (KAG) must be provided by the responsible physician and documented by the physician.
- (4.4) Unless the patient raises an objection with the medical management of the hospital against the type and method of treatment proposed by the physician selected in accordance with clause 2.2 or 4.1, the hospital shall be deemed to have obtained the patient's express consent.
- (4.5) If for medical services provided there is no evidence of the existence of a fee agreement or if there is disagreement in this respect, medical services may in any case be charged at the fees agreed between the maintaining body and the Association of Austrian Insurance Companies (Verband der Versicherungsunternehmen Österreichs) for the hospital. For patients who do not have supplementary health insurance with an insurance company affiliated with the Association of Austrian Insurance Companies or another insurance company that has concluded an agreement with the maintaining body regarding the direct settlement of fees, the fees according to the direct payer price list of the hospital as amended from time to time shall be deemed agreed.

5. General care and special charges (hospital charges, doctor's fees, etc.) and other fees

- (5.1) For the patient's admission, accommodation, food, medical care and general hospital care, the hospital shall charge general care and hospital charges as well as ancillary and special charges and/or charges for specific procedures.
- (5.2) The general care and hospital charges shall be paid in full for the day of admission and discharge of a patient.
- (5.3) The fees are displayed on the hospital's notice board or are given to the patient on request.
- (5.4) In addition to the charges for general care, the following special charges for specific procedures shall be applied in particular:
 - a) Cost of patient's transportation to and from the hospital.
 - b) The provision of a dental prostheses as well as the provision of aids and body prostheses.
 - c) The costs, if applicable, of the burial of a person who has died at the hospital.
 - d) The hospital charge, as a supplement to the charge for general care and special charge covering the increased material and personnel expenses for the special class.
 - e) The physician's fees for all medical examinations and treatments, in particular the for technical services, such as laboratory, X-ray, physiotherapy, ECG, ultrasound examinations, CT, MRT, SPECT.
 - f) Deductibles (retention, excess) from the benefits paid by the social insurance institution for co-insured patients and cost contributions according to Section 27a of the Austrian Hospitals and Sanatoria Act (KAKuG).
 - g) Deductibles (retention, excess) under supplementary insurance policies.
- (5.5) Physician's fees pursuant to 5.4 (e) for physicians and their vicarious agents shall be collected in their name, on their account and at their risk, if necessary by a clearing office appointed by the hospital.
- (5.6) Special charges and other fees such as, in particular, telephone rental, call charges, extra food and drinks, TV rental, newspaper service, single room supplements and special administrative services (secretarial services, photocopier, fax, etc.) will be charged separately by the hospital at cost.
The amount of the respective fees and other charges is displayed on the notice board.

6. Terms of payment

- (6.1) If the hospital prepares a detailed written cost estimate, the patient acknowledges that the cost estimates with regard to the length of stay and the planned medical treatment are prepared in accordance with an average course of recovery and treatment and are without any commitment and may also be substantially exceeded in individual cases depending on the actual course of recovery and treatment, in particular in the event of complications.
- (6.2) All fees and other charges as set out on the notice board include all statutory taxes and duties.
- (6.3) General care, hospital and special charges as well as other fees and contributions to costs are due on the day of being invoiced by the hospital. After six weeks, the hospital shall be entitled to charge interest on arrears from the due date of 6% per annum, plus reminder fees and collection charges.
- (6.4) The patient is exclusively liable to pay.
- (6.5) The patient remains under obligation to pay even with insurance cover under social and supplementary insurance and such obligation is also not replaced by any direct settlement between the hospital and insurance companies.

7. Contractual relationships with the (social) insurers

- (7.1) If the costs of hospital treatment are covered by PRIKRAF (Private Hospitals Financing Fund) or provincial health funds Association of Private Hospitals in Austria (Verband der Privatkrankenanstellen Österreichs)
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(or their legal successors), the hospital shall settle the share of the costs directly with the applicable fund. If the applicable fund withdraws cover, the hospital shall charge the patient the amount due under such cover, together with the administrative surcharge, as indicated on the notice board.

- (7.2) Settlement of hospital stays without cover from PRIKRAF (Private Hospitals Financing Fund) or provincial health funds.
- (7.2.1) Settlement with the (social) insurer:
If the hospital has entered into a direct settlement agreement with the patient's (social) insurer, the applicable share of the general care fee shall in the first instance be settled directly with said (social) insurer. In case of a total or partial refusal to cover costs by the (social) insurer, for whatever reason, the patient shall be liable - according to clause 6.5 - for payment to the hospital of the costs not covered by the (social) insurer.
- (7.2.2) Settlement with the patient:
If the hospital has not entered into any direct settlement agreement with the (social) insurers, the hospital may deduct from the fee invoice such part of the general care fee and physician's fees expected to be covered by the (social) insurers on the basis of statutory provisions and charge it to the patient for payment in a separate invoice. The patient can, after payment of the invoice amount, submit the original invoice, accompanied by the confirmation of payment, to the (social) insurer concerned for refund.
- (7.3) The hospital accepts no liability for the amount or extent of reimbursement by the (social) insurer.
- (7.4) The hospital shall provide information about existing direct settlement agreements on the notice board.

8. Contractual relationships with private supplementary insurance providers

- (8.1) The hospital may settle general care fees, hospital fees, special fees and ancillary fees, other fees and physician's fees with supplementary insurers or with the patient.
- (8.1.1) Settlement with supplementary insurance:
If the hospital has direct settlement agreement with an insurer paying on behalf of the patient, the hospital shall settle the general care fees, hospital fees, special fees and physician's fees directly with the applicable supplementary insurance provider – if necessary via clearing offices – after receipt of confirmation of cover. Notwithstanding the above, the patient shall be fully liable to the hospital for any deductibles. If the supplementary insurer refuses to provide cover or if the tariffs are not sufficient or in the event of underinsurance, the patient shall be liable for all fees and charges (clause 5) in full according to the notice board and in accordance with clause 4.5.
- (8.1.2) Settlement with the patient:
If the hospital does not have any direct settlement agreements with an insurer paying on behalf of the patient, the hospital shall invoice all fees, physician's fees and other fees (clause 8.1) to the patient.
- (8.2) The hospital accepts no liability for the amount or extent of reimbursement by the supplementary insurer.
- (8.3) The hospital shall provide information about existing direct settlement agreements on the notice board.

9. Exclusion from insurance cover

- (9.1) The following are normally excluded from direct settlement and insurance cover under Austrian supplementary hospital insurance cover:
- a) Cosmetic treatment.
 - b) Rehabilitation and general care procedures for chronically ill persons.
 - c) Treatment required due to abusive consumption of alcohol or addictive drugs.
 - d) Patient's detention and confinement as a result of danger to himself/herself or others as well as treatment of the consequences of attempted suicide.
 - e) Treatment in connection with dental implants.
 - f) All forms of artificial insemination.
 - g) Inpatient treatment that could also be provided on an outpatient basis, e.g. admissions for the purpose of a check-up.
- (9.2) All charges, physician's fees and other fees for such treatment must be paid directly by the patient in all cases and the patient shall be invoiced accordingly without exception, as per clause 8.1.2.

10. Liability and compensation

- (10.1) The hospital accepts no liability for the medical treatment of the patient by the primary physician selected by the patient in accordance with clause 2.2. or 4.1., the physician's vicarious agents or the consultant physicians consulted by the primary physician. This also applies to the services provided by inpatient midwives and the vicarious agents, consultants etc. consulted by inpatient midwives.
- (10.2) For liability arising from medical treatment, the patient shall exclusively bring any claim against his/her chosen primary physician and the physician's vicarious agents, if necessary the consultant physicians consulted by the primary physician. This also applies to services provided by inpatient midwives or assistants, consultants, etc.

consulted by inpatient midwives.

- (10.3) Any liability of the hospital for damage/loss to the patient caused by minor negligence within under the course of the services under accommodation contract (except personal injury) is excluded.

11. Confidentiality

- (11.1) The hospital is subject to the duty of confidentiality pursuant to the Austrian Hospitals and Sanatoria Act (KAKuG). The patient is provided with information about the protection and use of data by the hospital in a privacy policy.
- (11.2) The patient also authorises the hospital to provide his/her social and private supplementary insurers with the necessary information, in particular for the purpose of obtaining confirmation of cover and for the settlement of accounts – including sending copies of the medical history including findings. This authorisation also extends to institutions under public law (e.g. the patient ombudsman), administrative and civil courts and to other institutions under public law entitled to inspect the patient's medical history, as well as to the arbitration board which may be called upon by the hospital.
- (11.3) The patient agrees to the automated processing of his/her data and to this data being forwarded to the payers that are paying on his/her behalf in whole or in part, and to the fee clearing office.

12. Liability for valuables

- (12.1) The hospital accepts no liability for valuables not properly deposited with hospital management. Liability for other items brought in by the patient is limited to €200.00 per stay.

13. Hospital and site rules

- (13.1) The patient must comply with the hospital and site rules, which are available for inspection at the hospital, and must extend this obligation on to accompanying persons and visitors. In the event of serious breaches of the provisions of the hospital or site rules, the hospital shall be entitled to terminate the accommodation contract as soon as possible and, if the patient is in need of care, to place the patient in another hospital at the patient's expense and risk.

14. Leaving the premises and declaration

- (14.1) The patient is not allowed to leave the premises of the hospital without prior written confirmation by the hospital and the primary physician. The patient acknowledges that if he/she leaves the premises of the hospital during inpatient treatment, even with written confirmation by the hospital or the primary physician, this may result in the supplementary insurer no longer providing cover.

15. Place of performance and jurisdiction

- (15.1) All disputes arising from the accommodation contract shall be settled exclusively by the competent court with jurisdiction. The place of performance and jurisdiction for all mutual services/benefits/performance is the location of the hospital. Austrian law applies, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods.

16. Final provisions

- (16.1) If any of the provisions of these General Terms and Conditions are invalid, this shall not affect the validity of all the other provisions.
- (16.2) These General Terms and Conditions shall replace the General Terms and Conditions of 2 May 2018 with effect from the calendar day following the announcement in the Official Gazette of the Wiener Zeitung.
- (16.3) Only the German version of these General Terms and Conditions shall be legally valid. Any translations into another language are solely for the convenience of patients who speak another language.