

## **General Terms and Conditions for Private Hospitals in Austria**

issued by **the Association of Private Hospitals in Austria**  
member of **Union of European Private Hospitals (UEPH)**

### **1. Scope**

- 1.1. These General Terms and Conditions govern the contractual relationship between the patient and the hospital. They apply to all inpatients and outpatients treated by the hospital.
- 1.2. The Terms and Conditions are effective for all hospitals whose carriers are members of the Association of Private Hospitals in Austria.
- 1.3. All rights and obligations of patients are governed by these Terms and Conditions and subsidiarily by the provisions of the Regional and Federal Hospital Acts and of the Civil Code (ABGB).

### **2. Patient request for admission and accommodation**

- 2.1. Patients are admitted to the hospital following a referral by a practitioner in private practice. In certain cases, patients may also be admitted without such a referral.
- 2.2. The patient shall inform the hospital without delay about his or her preferred attending physician.
- 2.3. Admission into the hospital is by action of fact.

### **3. Hospital accommodation agreement**

- 3.1. The patient's admission to the hospital results in the establishment of a hospital accommodation agreement.
- 3.2. The type of admission (inpatient or outpatient) is subject to the decision taken either by the referring physician or by the physician examining the patient in the hospital.
- 3.3. Upon admission, the patient requests to be accommodated in the hospital. The nursing and hospital fees shall be in accordance with the official fee schedule, to which the patient shall give his or her informed consent, and charges shall not exceed the maximum amount agreed upon by the patient.
- 3.4. Once the patient is admitted, he or she is required to make a reasonable payment on account, covering a minimum of 50% of the expected treatment costs. The hospital reserves the right to reject a patient, where such rejection is admissible under the Hospital Act, if the minimum payment on account has not been made. The patient is obliged to make such additional payments as are charged by the hospital once the initial payment on account has been used up, and any failure to do so shall be subject to consequences laid down in para. 13.1, second sentence.
- 3.5. Patients covered by a private health insurance policy may be exempted from making a payment on account if a declaration on the reimbursement of costs by the insurance is presented by the patient upon admission. Alternatively, the patient may authorize the hospital to procure such a declaration in his or her name from the insurance company.

- 3.6. The hospital accommodation agreement shall be established in accordance with the following: the General Terms and Conditions, the official schedule of nursing and hospital fees, any special charges or doctor's fees as posted on the hospital bulletin, and the admission form signed by the patient. Any retroactive amendments or supplements to the hospital accommodation agreement shall only be effective if they are confirmed in writing by the hospital.

#### **4. Treatment contract**

- 4.1. The treatment contract must be entered into between the patient and his or her preferred physician. The contract shall contain all necessary patient information and documentation by the physician, the patient's informed consent to the proposed treatment, and the fee agreement for the services of the preferred physician, his/her subordinate physicians, specialised consultants or other assistants.
- 4.2. Once a patient has been referred to the hospital by a preferred physician, it is the understanding of the hospital that a treatment contract – in whatever form - has been concluded between the physician and the patient.
- 4.3. If a patient has no preferred physician pursuant to para. 2.2., treatment shall be provided by the staff physicians at the hospital. In this case, the pertinent patient information and documentation as required by the Hospital Act shall be ensured by the competent staff physician.
- 4.4. If a patient does not object to the course of treatment proposed by the staff physician or by the physician chosen in accordance with para. 2.2., the patient shall be deemed by the hospital to have given his or her explicit consent.
- 4.5. If an agreement on fees for medical services has not been concluded or is being disputed, all medical services rendered to the patient may be charged on the basis of the maximum fee schedule recommended by the Vienna Medical Association for both inpatient and outpatient treatments.

#### **5. Nursing and special fees (hospital or doctors' fees etc.)**

- 5.1. The hospital has the right to charge nursing and hospital fees as well as certain special fees, e.g. to cover the costs of admission, accommodation, food, medical assistance and basic care.
- 5.2. Any nursing and hospital costs due for the day of admission and the day of discharge shall be charged in full.
- 5.3. The schedule of applicable fees is posted on the hospital bulletin board.
- 5.4. In addition to the nursing fees, the following costs shall be charged: a) the costs of transporting the patient to and from the hospital, b) the supply of dentures or other appliances such as artificial limbs or prostheses, c) funeral costs if a patient dies in the hospital, d) a hospital fee, in addition to nursing and special fees, to cover the extra technical and personnel expenditure in the private room, e) doctor's fees for all medical examinations and treatments including all so-called technical services such as laboratory tests, x-ray, physiotherapy, ECG, ultrasound, CT, MRT, or SPECT, f) deductibles for dependent family members covered by the insurance policy, g) deductibles under a special supplemental insurance scheme.
- 5.5. Fees charged by preferred physicians and by their assistants pursuant to para. 5.4 (e) will be billed on their behalf and account and at their own risk.

- 5.6. Any special fees or other charges including phone rental and communication bills, extra meals and beverages, TV rental, newspapers, private room surcharges or special administrative services (use of secretariat or copy/fax machines etc) will be separately billed by the hospital where applicable. The amounts of these fees and charges are posted on the hospital bulletin board.

## **6. Terms of payment**

- 6.1. If a detailed cost estimate is given by the hospital in writing, the patient understands that these cost estimates concerning length of stay and medical care are routinely based on an average time of recovery and treatment and are non-binding on the hospital, and that they may differ considerably from case to case, especially in the case of complications.
- 6.2. All fees and other charges are inclusive of applicable taxes and duties.
- 6.3. Nursing, hospital and special fees as well as other charges and deductibles are due from the day they are invoiced by the hospital. If payment is delayed for more than six weeks, the hospital is entitled to charge 1% interest from the date the payment was due plus reminder and collection fees.
- 6.4. Responsibility for payment lies exclusively with the patient.
- 6.5. The patient's responsibility to pay the hospital also applies where he or she is covered by either a social or a supplemental private insurance and cannot be substituted with a direct settlement of accounts between the hospital and the insurance company.

## **7. Contracts with social insurance carriers**

- 7.1. The hospital may settle the pro-rata share of the nursing costs covered by the mandatory social insurance scheme directly with the social insurance carrier.
- 7.1.1. Settlement of accounts with social insurance carrier  
If the hospital has a direct reimbursement contract with the patient's social insurance, the pro-rata shares of the nursing costs will initially be settled directly with that social insurance. Should the social insurance, for whatever reason, refuse to cover any or part of the costs, the patient shall be liable under para. 6.5 to guarantee payment of the mandatory insurance portion of the bill to the hospital.
- 7.1.2. Settlement of accounts with the patient  
If the hospital has no direct reimbursement contract with a social insurance carrier, it may take out the mandatory insurance portion of the total nursing and medical costs, which would normally be covered under the mandatory social insurance, and bill the patient separately for that amount. After payment by the patient, the bill can be submitted to the social insurance company for reimbursement.
- 7.2. The hospital does not accept any responsibility for either the amount or the scope of reimbursement by the social insurance.
- 7.3. Patients must be informed of any direct reimbursement contracts by a posting on the hospital bulletin.

## **8. Contracts with private health insurances**

- 8.1. The hospital may settle its accounts for nursing, hospital and doctor's fees or special charges either with the private insurance company or with the patient.
  - 8.1.1. Settlement of accounts with the private insurance  
If the hospital has concluded a direct reimbursement contract with a patient's private insurance, it will invoice that insurance directly for all nursing, hospital and doctor's fees or special charges as soon as it has received a written statement that such costs are covered by the insurance. If the private insurance refuse to accept the costs, or if benefits or insurance coverage are insufficient or if a deductible is charged, and notwithstanding any other agreement – e.g. on total cost coverage - between the hospital and the insurance, the patient is liable to pay the hospital in full for all fees and charges (para. 5) as posted in accordance with para. 4.5.
- 8.2. The hospital does not accept any responsibility for the amount and scope of reimbursement from the private insurance.
- 8.3. The hospital is obliged to inform its patients about any existing direct reimbursement contracts with private insurance carriers on the hospital bulletin board.

## **9. Exclusion from insurance cover**

- 9.1. The following exceptions from direct reimbursement contracts and private health insurance cover are usually applied: a) cosmetic therapies, b) rehabilitation and care of chronically ill persons, c) treatments due to an abuse of alcohol or narcotic drugs, d) arrest and detention of persons representing a danger to themselves or others, and treatment after a suicide attempt, e) treatment in connection with dental implants, f) artificial fertilisation, g) admission for an overall medical check-up which could also be done on an outpatient basis.
- 9.2. All charges, doctor's fees and other costs of such treatments must exclusively borne by the patient and will invariably be billed to him or her as stated under para. 8.1.2.

## **10. Liability and damages**

- 10.1. The hospital does not accept any liability for the medical treatment of patients by their preferred physicians, assistants or other specialists sub-contracted by them. The patient shall hold the hospital free from any liability with the exception of negligent or malevolent mistreatment by the hospital, for which evidence must be presented by the patient.
- 10.2. Patients shall hold their preferred physicians or assistants or sub-contracted specialists liable for the treatment they have received.

## **11. Duty of confidentiality**

- 11.1. The hospital is subject to the confidentiality rule under the Hospital Act (KAG).
- 11.2. However, the patient authorizes the hospital to inform the mandatory social insurance and the private insurance about such details as are required to obtain a declaration on the reimbursement of costs and to settle the patient's accounts.
- 11.3. The patient agrees to the electronic processing of his or her data.

#### **12. Liability for valuables.**

- 12.1. The hospital refuses any responsibility for valuables that are not stored in the hospital's safe deposit facility. Liability for other items which patients bring with them is limited to 182 euro per stay.

#### **13. Hospital and house rules.**

- 13.1. The patient is obliged to adhere to the hospital and house rules, which are available for inspection in the admission office, and to ensure compliance by all friends or visitors. In the event of any severe violations of the rules, the hospital reserves the right to terminate the accommodation contract at the earliest convenience and to transfer a patient requiring hospital care to another health care institution at his or her risk and expense.

#### **14. Permission to leave the hospital**

- 14.1. Patients must not leave the hospital premises without a prior written permission by the management and the attending physician.

#### **15. Place of performance and venue of jurisdiction**

- 15.1. All disputes arising under the accommodation contract are governed by Austrian law and shall be dealt with exclusively by the competent local court. The place of performance for all mutual services shall be the location of the hospital.

#### **16. Final provisions**

- 16.1. Should one of the provisions of these General Terms and Conditions become invalid, this shall not affect the validity of the other provisions.
- 16.2. These General Terms and Conditions enter into effect on 1 February 1999.