

# PATIENT AGREEMENT

(2018\_V05\_E)



PATIENT LABEL

HZ / checked

## A. PATIENT ADMISSION DOCUMENT

### 1. PATIENT'S DATA:

Surname name \_\_\_\_\_ first name \_\_\_\_\_

Name at birth \_\_\_\_\_ Title \_\_\_\_\_

Date of birth \_\_\_\_\_ Place of birth \_\_\_\_\_

Country of birth \_\_\_\_\_ Nationality \_\_\_\_\_

Sex: male  female

#### Contact details/ Home address

Street/house door no. \_\_\_\_\_

Postal code/ City \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Mobile phone \_\_\_\_\_

Email \_\_\_\_\_

### 2. ATTENDING HOSPITAL PHYSICIAN:

For the provision of medical treatment services, within the meaning of free selection of a physician, I choose the following attending hospital physician: \_\_\_\_\_

### 3. PATIENT DECREE:

Binding patient decree:  yes  no non-binding patient decree to be taken under advisement by medical staff  yes  no

### 4. SUPPLEMENTAL INSURANCE/PRIVATE INSURANCE: yes no

Name of supplemental/private insurance \_\_\_\_\_

Policy number \_\_\_\_\_

### 5. I would like the following Austrian Social Insurance to be billed:

Name of the social insurance \_\_\_\_\_

Social insurance number \_\_\_\_\_  Co-insured  Principal insured

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## 6. for AUSTRIAN SOCIAL INSURANCE / DATA OF THE INSURED PERSON

(only to be completed if the patient is NOT the principle insured):

Surname \_\_\_\_\_

first name \_\_\_\_\_ Title \_\_\_\_\_

Date of birth \_\_\_\_\_ Relationship \_\_\_\_\_

Ins. no. \_\_\_\_\_ Sex: male  female

**Contact details / Home address**

Street/House/Door no. \_\_\_\_\_

Postal code/City \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

## 7. REPRESENTATIVE / CONSERVATOR / LEGAL GUARDIAN

Surname \_\_\_\_\_

first name \_\_\_\_\_ Title \_\_\_\_\_

Relationship \_\_\_\_\_

Street/House/Door no. \_\_\_\_\_

Postal code/ City \_\_\_\_\_ Country \_\_\_\_\_

Phone 1 \_\_\_\_\_ Phone 2 \_\_\_\_\_

E-mail \_\_\_\_\_

I hereby agree that the person mentioned above may be informed of all matters relating to my health (e.g. results)  YES  NO.

**Information by telephone may only be provided by our employees if the caller provides a previously agreed password shared by you.**

(without the PASSWORD, no information is given by telephone!)

I choose the following as the **PASSWORD** to allow information to be provided by telephone for this stay: \_\_\_\_\_

## 8. MAY ALL CALLS AND VISITORS BE FORWARDED TO YOU?

YES  NO, unless the PASSWORD \_\_\_\_\_ is provided

**After careful examination, I hereby confirm the accuracy of the data and information in Part A of the Patient Agreement (Patient Admission Document, pages 1 and 2, points 1 to 8)**

Vienna, on \_\_\_\_\_  
Signature of patient

\_\_\_\_\_  
representative /conservator/legal guardian (data according to point 7)

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## B. CONTRACT ON HOSPITAL ADMISSION

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1. The patient concludes a contract on hospital admission with Wiener Privatklinik Betriebs-GmbH & Co KG, 1090 Vienna, Pelikangasse 15, ("VIENNA PRIVATE HOSPITAL").

2. The VIENNA PRIVATE HOSPITAL is obliged to provide the patient with meals and accommodation according to their inpatient/day hospital status.

3. The patient hereby definitively requests accommodation according to the "Room Price List" listed in the attachment and the room category selected by the patient, or on the basis of the individual cost estimate prepared in advance of admission.

4. Prices for self-paying patients with and without social insurance, day-surgery prices for self-paying patients with and without social insurance, and prices for non-cost-covering Austrian supplemental health insurance with social insurance are posted in the WPH, or can be found from the applicable price list. For services that are never covered by social insurance or supplemental insurance **in principal**, the patient commits to paying the cost themselves.

5. Accommodation of an accompanying person requires the patient to pay the single room price and is also charged separately according to the price list.

6. A separate treatment agreement must be concluded between the patient and the treating physician. The treating physician acts in their own name and on their own account; they therefore work independently of VIENNA PRIVATE HOSPITAL.

The treating physician is authorised to commission other subordinate physicians, consulting physicians and other vicarious agents with the provision of medical treatment services. The subordinate physicians, consulting physicians, institutes and other vicarious agents commissioned by the treating physician also act in their own name and for their own account or on behalf of and for the account of the treating physician, but not VIENNA PRIVATE HOSPITAL.

The treating physician is further authorised to commission or order care services, assistance services and general practitioner services from VIENNA PRIVATE HOSPITAL.

Under no circumstances will VIENNA PRIVATE HOSPITAL be liable for any damage caused by any behaviour of the treating physician, of a further subordinate physician, of a consulting physician or of any other vicarious agent within the above-mentioned sense.

7. The patient is aware that the health insurers' insurance cover usually only covers treatment that is medically necessary. The patient has been informed by the insurer of treatments that are typically excluded from coverage, such as cosmetic treatments, rehabilitation, care and treatment needed as a result of alcohol abuse or misuse of narcotic drugs. VIENNA PRIVATE HOSPITAL does not undertake any obligation to provide this information or to obtain assurances of cover from the insurer.

The patient authorizes VIENNA PRIVATE HOSPITAL to charge the statutory insurance and/or private health insurance directly for charges and fees covered by them.

8. The patient states that they do not have supplemental insurance and undertakes to pay a deposit of [REDACTED] euros for a single room or double room at the time of admission. This deposit must be continually replenished by the patient as soon as 70% of the deposit has been used up. Deposits must be paid in euros. If, as an exception, deposits are made in another currency, any repayments of the deposit will be made in euros; furthermore, the bank charges for the conversion will be deducted.

9. In addition to the fees charged by VIENNA PRIVATE HOSPITAL for room prices, operating theatre fees, recovery room fees, day surgery fees, physical therapy, medications, therapeutic aids, endoprostheses, implants, etc., the following surcharges are additionally charged:

a) Medical fees for all medical examinations and treatments, in particular laboratory, X-ray, ultrasound, CT, MRI, etc., are charged on behalf of and at the risk of the respective physicians.

b) Surcharges of VIENNA PRIVATE HOSPITAL include, in particular, telephone costs, extra food and drinks, secretarial services, copier use, copy of the patient's medical history, etc. (according to the corresponding price lists).

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10. The patient undertakes to pay all costs incurred through their stay and treatment, that are not paid or are only partially paid by their statutory and/or private health insurance. On the occasion of their admission, they were informed of the valid price list of VIENNA PRIVATE HOSPITAL; (see also posted notice in the admitting office). The patient hereby expressly declares that they have been fully informed about this. (According to § 44 (3) of the Vienna Hospitals Act, the day of admission as well as the discharge date will be charged as full days.).

11. The patient further notes that in the event of late payment, they are obliged to pay interest on arrears in the amount of 1% per month as calculated by VIENNA PRIVATE HOSPITAL, as well as dunning fees.

In addition, the patient notes that in the event of the involvement of a debt collection agency and involvement of a solicitor, the patient is under an obligation to bear the dunning, collection, enforcement, notification and solicitor's fees incurred in this regard.

12. The patient also notes that smaller valuables and everyday items (mobile phones, keys, ID cards, cash, etc.) shall be deposited in the lockable storage drawer in the nightstand or in the room safe. Larger valuables must be stored in the safe in the management office; if this is needed, please contact the staff on the ward. The patient also notes that when leaving the room, the key must not be left in the room. The patient acknowledges that VIENNA PRIVATE HOSPITAL cannot assume any liability for valuables and cash that have not been securely deposited.

## **C. OTHER**

1. The patient is aware that their personal data, the content and scope of the medical services by the treating physician, as well as the services of VIENNA PRIVATE HOSPITAL, will be processed by means of EDP. The patient expressly agrees that this data will be stored and shared with their health insurers; the same applies to the processing of remittances and payments.

2. The patient gives their consent for their health insurers to remit the contractually or collectively agreed costs of the treatment in their entirety to VIENNA PRIVATE HOSPITAL.

3. The patient agrees to their medical history being shared with the Arbitration Panel of the Medical Association for Vienna and the Association of Insurance Companies of Austria, in the event of denial of cost coverage by their supplemental health insurance.

4. Austrian law shall apply to this contractual relationship (Contract on Hospital Admission) as well as to the contractual relationship with the attending hospital physician (Treatment Contract) with the exception of rules on the conflict of laws and the UN Convention on Contracts for the International Sales of Goods. The place of performance and place of transaction for all mutual services is the registered office of Wiener Privatlinik Betriebs-GmbH & Co. KG in 1090 Vienna. For the resolution of all disputes arising from the Contract on Accommodation as well as from the Treatment Contract concluded with the attending hospital physician, only the jurisdiction of the competent court for the registered office of Wiener Privatlinik Betriebs-GmbH & Co. KG in 1090 Vienna may be invoked.

5. The General Terms and Conditions of the hospital WIENER PRIVATKLINIK Betriebs GesmbH & Co KG as posted in the WIENER PRIVATKLINIK are agreed upon in the respective valid version (according to the notice board). The patient also undertakes to observe the house rules (as posted). (see also <http://www.wpk.at>)

**The patient agrees that, until revocation of said permission, their personal data (in particular the contact details) may be used for sending the following documents: Sending an emergency ID card, information about the range of services offered by VPH, general information, invitations to VPH events and for quality measurement purpose.**

Yes, I consent     No, I do NOT consent (even in the case that consent is given, this can be revoked any time by sending an e-mail to [info@wpk.at](mailto:info@wpk.at) or by post to the address below)

**I hereby acknowledge Part B (Contract on Hospital Admission, pages 3 and 4, points 1 to 12) and Part C, Miscellaneous, page 4, items 1 to 5 of this Patient Agreement in full**

Vienna, on \_\_\_\_\_

\_\_\_\_\_  
Signature of patient

\_\_\_\_\_  
representative /conservator/legal guardian (data according to point 7)

For more information, please refer to our guide on your stay at Vienna Private Hospital, which is available in all rooms.