832/09

Den 30. november 2009 blev i sag nr. 75.730:

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mod

Europæiske Rejseforsikring A/S
Frederiksberg Alle 3
1790 København V

afsagt sålydende

k e n d e l s e :

_____

Forsikringstageren (rederi med adresse i Schweiz), der har tegnet erhvervsrejseforsikring for sine medarbejdere i Europæiske Rejseforsikring A/S, klager ved sin advokat over selskabets afvisning af at dække de udgifter, som har været forbundet med en sikret medarbejders indlæggelse på et hospital i USA i perioden fra den 27/12 2008 og fremefter.

Sikrede er den 13/3 2009 afgået ved døden i USA, og klagerens advokat har ved e-mail af 20/3 2009 meddelt nævnet, at hun fortsat repræsenterer forsikringstageren, som fører sagen i Ankenævnet for Forsikring på vegne af boet.

Selskabet har ved sin advokat afvist at yde forsikringsdækning for perioden efter den 27/12 2008 med henvisning til, at sikrede afviste at lade sig hjemtransportere til sit bopælsland Grækenland. Det er selskabets opfattelse, at sikrede - i overensstemmelse med forsikringsbetingelserne - "lægefagligt sikkert" kunne have været overført til et græsk hospital.

Sikrede, der var ansat som kaptajn hos klageren, blev i forbindelse med losning af et skib den 6/10 2008 alvorligt kvæstet. Han fik ved arbejdsulykken bl.a. en svær læsion af

det ene ben. De mange skader resulterede i et længerevarende hospitalsophold, hvorunder det beskadigede ben blev amputeret.

Skaden blev telefonisk anmeldt til selskabets alarmcentral den 8/10 2008, og umiddelbart herefter meddelte selskabet dækningstilsagn vedrørende omkostningerne til behandling af sikrede på en intensivafdeling i USA.

Ultimo november 2008 begyndte selskabet at undersøge mulighederne for at hjemtransportere sikrede til hans hjemland Grækenland med henblik på fortsat behandling på et græsk hospital.

Selskabets lægekonsulent S.U.F. besøgte den 2/1 2009 det hospital, hvor sikrede var indlagt. På baggrund heraf udfærdigede konsulenten en rapport. Af den danske version fremgår bl.a.:

"**Vurdering:**
Har haft samtaler med patienten og dennes familie, ansvarlige sygeplejerske, læge fra behandlingsteamet og S.H. (ansvarlig for External Relations - sygeplejerske, står for alle relationer udadtil og meget bekendt med ambufly transporter)

Patientens søn insisterer på at FT skal behandles færdig i USA - uanset forsikringsdækning. De har i øvrigt lejet en lejlighed for de næste mange måneder.

Patienten taler udmærket engelsk. Forstår problemstillingen. Er svækket.
Han er fysisk ilde tilredt og der er stor og konstant sandsynlighed for komplikationer.

Patienten er transportabel i ambulancefly nu - og har reelt været det i nogle uger. Der er ingen lægelig ekstra risiko ved en transport aktuelt - og dette uanset om FT har svampe i blodet og/eller infektion ved klapper.
Sygeplejerske, læge, S.H. bekræfter samstemmende - om end nødtvunget - at FT er transportabel uden ekstra lægelig risiko !

Den ansvarlige læge og det team der er om patienten vil IKKE slippe patienten før han og familien er enige i det (og det bliver de ikke de næste mange måneder).

Hvis forsikringen ophører bliver FT ikke 'smidt på gaden' - det har man aldrig gjort ved MMC - er ikke politikken på hospitalet.
FT's søn har via hospitalet involveret en advokat for denne situation.

Mit forslag er hurtigst muligt, at informere firmaet og patienten officielt om betingelserne i forsikringen, muligheden for transport uden lægelig ekstra risiko i ambulancefly, og så afslutte dækningen med henvisning til betingelserne.

Der er ingen tvivl om at det vil udløse juridiske konfrontationer og antagelig et lignende efterspil ud fra sønnens reaktioner og hospitalets indstilling.

Det vil ikke være muligt at få patienten og/eller dennes familie til at acceptere hjemtransport de næste mange måneder.

Risikoen for tilstødende komplikationer er konstant og meget stor."

I selskabets skrivelse af 7/1 2009 til klageren hedder det:

"This letter is to notify Armada Shipping Greece Co., that the above mentioned policy no longer covers any expenses regarding Mr. I.Z. as of December 27th 2008.

Europæiske Rejseforsikring A/S arranged a medical transport for Mr. Z., to fly him from Washington, USA to Athens, Greece on December 27th 2008, in accordance with the insurance policy, as he was deemed medically ready for transport by Europæiske's physicians. However, Mr. Z., his family and his co-worker M., refused to have Mr. Z. transported at that time, even though Europæiske assured all parties, that Mr. Z. was in fact ready for transport. The arranged transport did include a medical staff onboard, including a doctor, to insure that Mr. Z. would be in a continued safe environment throughout the flight, as reported to the hospital on December 25th by fax, but still the transport was rejected by the above mentioned group of people. As a result of this rejection, Europæiske was forced to cancel the transport.

In accordance with Insurance Conditions No. 800, section 1.3 i, the policy no longer cover continued treatment and hospitalization, if the insured refuses to be repatriated when Europæiske's physician has made a decision on such repatriation.

Europæiske Rejseforsikring A/S respects the whishes of Mr. Z., his family, and co-worker, but will hereinafter not cover expenses concerning repatriation, hospitalization, medical treatment, including any future treatment, and summoning and/or escort.

A similar letter has been send to Mr. Z. as well."

I erklæring af 31/1 2009 fra den behandlende amerikanske læge G.A.G. hedder det bl.a.:

"I am the Attending Trauma Surgeon for I.Z., a 67 year-old previously healthy man who sustained extremely severe injuries when he was crushed by a crane aboard a shipping vessel on October 6, 2008. He has been continuously hospitalized, and has undergone multiple operative procedures including a right hip disarticulation at Maine Medical Center, Portland, Maine, USA. The purpose of this communication is to discuss the medical issues surrounding the repatriation decision making of December 27, 2008 and dispute certain erroneous statements made by the consultant S.F., MD.

It is a little incredulous to me that the Insuror's consultant would make conclusions regarding the safety of transport of such a complex patient with active lifethreatening complications of his injuries without an in-depth discussion of the risks and hazards of such a transfer with the patient's Attending Trauma surgeon. Dr. F. did not call or page me on the day of his visit, did not speak with me prior to filing his report, and, in fact, has never contacted me. It was

my distinct impression that Dr. F. had no intention of altering his conclusion that the patient was fit for transfer. His decision was made, it would seem, prior to his visit to MMC.
Dr. F. states that 'it is the policy of Dr. G. not to discharge a patient against their will. 'This is false. It is a general policy of Maine Medical Center, not mine.
Furthermore, for patients covered under Medicare (Mr. Z. would be eligible if he were a US citizen) such a transfer would not ordinarily be permissible under the laws that govern these matters. In this country, patients and their families do have rights, though they may be found accountable for hospital charges.
Of much greater concern, I have repetitively requested as early as October or early November to speak to the Trauma Surgeon in Greece who would be accepting Mr. Z. in transfer. Even the Insurers Danish medical consultants with whom I have spoken several times felt that this was essential. Yet, I have never spoken to any Greek specialist regarding the patient's injuries or treatment. I was given the name of an Athens Hospital to which Mr. Z. was to be transported, but not the names of the consultants there with whom I might speak. As it turns out, this Hospital will not be the one to which the patient will be referred. In this country, direct communication between the respective care providers (transferring MD and accepting MD) is required by law (eg. EMTALA). I have reiterated this requirement many times, but to no avail. We would never transfer a patient even with minor complexity, without such communication. To do so under these circumstances with only a voluminous patient record for the accepting physicians to review is unconscionable and unethical.

As to the specific current medical issues regarding Mr. Z., Dr. F. has outlined some, but by no means to most important complication that resulted from the patient's injury. He was found to have a saccular pseudo-aneurysm of the abdominal aorta, just below the left renal artery. The aneurysm had increased in size from a previously obtained CT scan. The aneurysm was discovered in the course of the work-up of the patient's fever, elevated WBC, malaise, and anemia. The nature of this false (likely mycotic) aneurysm was that it was at great risk of rupturing. The suspected organism was Candida albicans, the same organism cultured from his blood earlier in December. Despite appropriate antimicrobial therapy, these mycotic aneurysms are very likely to fail medical therapy. Consequently, the patient, on January 15, underwent resection of the saccular aneurysm and aortic patch angioplasty. Transporting this patient to Greece prior to repair of this aneurysm was considered far too risky by all involved in this patient's care After recuperating from this major surgery, he underwent on January 29, aortic valve replacement and single vessel CABG for fungal endocarditis of the aortic valve. This vegetation on the valve had increased in size compared to the prior transesophageal echocardiogram. As mentioned earlier, these dire complications were a direct result of the severe injuries the patient sustained on October 6, 2008. In Dr. F.'s report he mentions a number of consultants, but none are vascular surgeons or cardiac surgeons.

As the patient's Attending surgeon, I am responsible for assuring that the transport process is safe, that the communication to the receiving hospital is accurate and comprehensive and that the receiving hospital is capable of meeting the patient's medical needs. The insurer and its consultants focused only on the in-flight transport. Neither I, nor any member of my team, have ever been contacted by any representative of a hospital in Athens to provide that assurance. Absent that assurance, and under the policies and procedures governing Maine Medical Center and its Level 1 Trauma Center, such a transfer would not be permissible."

Af redegørelse af 22/3 2009 fra selskabets kontaktlæge C.P.H. og lægekonsulent S.U.F. fremgår bl.a.:

"Dr. G. fokuserer lægeligt på en operation for en udposning på pulsåren i maveregionen. Denne operation blev gennemført den 15. januar - og således 3 uger efter, at patienten var påtænkt hjemtransporteret med ambulancefly.
Der foreligger en kopi af en CT skanning af maveregionen fra den 20/12 2008, og i denne beskrives en tilsvarende udposning i maveregionen, der er tale om et bifund ved skanningen og observationen giver ikke anledning til kommentarer i journalen, supplerende undersøgelser, vurderinger fra andre specialister eller for den sags skyld på nogen måde overvejelse om operation. Man fandt ikke anledning til at kontrollere fundet frem til den 2. januar, hvor S.U.F. er på hospitalet.
Beslutningen om operation for den nævnte udposning blev foretaget efter den 2. januar ud fra undersøgelser og overvejelser ligeledes foretaget efter denne dato, eventuelt ud fra tilstødende komplikationer og undersøgelser lige op til den 15. januar, hvor operationen blev udført.
En udposning, som den ved CT skanningen beskrevne, er et ganske hyppigt fund, og hindrer på ingen måde flyrejse - hverken som turist eller patient.

Herudover refererer dr. G. til patientens hjertesygdom. I henhold til ultralydsundersøgelser, såvel direkte over hjertet (TTE) som via spiserøret (TEE), så var der mistanke om irritation ved hjerteklap. Hjertefunktionen er beskrevet som normal, med normal pumpekraft og uden utæthed ved hjerteklapper. Blodtryk og puls var helt stabile. Patienten havde ikke behov for ilttilskud. Patienten var i behandling på mistanke om infektion. Man havde - som eneste direkte konsekvens - planlagt en fornyet ultralydsskanning af hjertet en uge senere - ca. den 7. januar. Der var således intet til hinder for flyrejse ud fra patientens hjertefunktion.

Vedrørende S.U.F.'s notat om dr. G.'s politik omkring udskrivelse af patienter mod deres ønske, så var dette baseret på en oplysning direkte fra S.H. Hvorvidt det så er lægens eller hospitalets generelle politik har ingen betydning i det samlede.

Alle kontaktlægerne i Euroalarm har ligesom Kontaktlæge C.P.H. og Lægekonsulent S.U.F. et mangeårigt erfaringsgrundlag for transport af patienter. Ingen af de involverede specialister er i tvivl om at patienten var transportabel med ambulancefly fra medio december og frem til kontakten afbrydes. Dette blev endeligt bekræftet ved det S.U.F.'s personlige fremmøde og vurderingen den 2. januar 2009."

Af klageskemaet, som nævnet har modtaget den 2/3 2009, fremgår bl.a.:

"Hvad vil De konkret opnå hos selskabet?

Europæiske must acknowledge that their decision to repatriate Mr Z. on 27 December 2008 was medically and legally incorrect. Europæiske bears the burden to prove that its decision was medically and legally correct, which burden has not been lifted.

Europæiske must acknowledge that the policy does cover the costs for continued treatment and hospitalization as the decision made by Europæiske's physician regarding repatriation was erroneous.

Europæiske must acknowledge that the policy does cover the costs for continued treatment and hospitalization until Mr Z.'s treating physician decides that he can be repatriated.

Europæiske must acknowledge that the policy does cover the costs for Mr. Z.'s transportation to Greece by air ambulance or equivalent safe transportation when Mr Z.'s treating physician decides that he can be repatriated.

Europæiske must pay all damages, expenses and costs incurred by Armada (Switzerland) S.A. and Armada Shipping Greece Co. in relation to this matter as these will be properly substantiated."

Heroverfor har selskabets advokat i skrivelse af 11/5 2009 til nævnet bl.a. anført:

"**Indledende bemærkninger til klagen.**

Som meddelt i min telefax af 7. april 2009 til Ankenævnet, er det grundlæggende selskabets opfattelse, at sagen indeholder så væsentlige elementer af medicinsk bevisbedømmelse samt mulig fortolkning af udenlandsk ret, at sagen bør afvises fra Ankenævnets behandling med henvisning til vedtægternes § 4. Denne opfattelse fastholdes.

…

Selskabets stillingtagen til klagen.

Selskabet fastholder på det foreliggende grundlag, at selskabet har været berettiget til at bringe forsikringsdækningen af fortsat behandling af sikrede til ophør med virkning pr. 27. december 2008.

…

Som angivet ovenfor i sagsfremstillingen vurderede selskabets lægekonsulenter - bl.a. efter konference med adskillige eksterne fagspecialister i form af overlæger på danske hospitaler - at sikrede allerede pr. primo/medio december 2008 var stabiliseret i et sådant omfang, at hjemtransport af sikrede var medicinsk forsvarlig.

Selskabet fastholdt tillige, at forsikringsbetingelsernes punkt 1.3., litra h) var opfyldt, idet fortsat behandling og genoptræning af sikrede kunne være blevet foretaget efter repatriering til Grækenland.

Som det også fremgår af erklæring fra selskabets lægekonsulent og erklæring fra dr. G. har såvel den behandlende amerikanske overlæge som familien til sikrede modsat sig repatrieringen.

Selskabet kan have en forståelse for ønsket om, at sikrede blev færdigbehandlet - herunder rehabiliteret i USA - og det må antages, at behandlings- og plejestandarden på det behandlende hospital i Portland, Main, er højere end på et offentligt græsk hospital.

Det er imidlertid ikke forsikringens dækningsområde at dække omkostninger til fuldstændig 'helbredelse' og efterfølgende rehabilitering og genoptræning. Forsikringen er en rejseforsikring og ikke en behandlingsforsikring, som kunne have været tegnet af klager på vegne af sikrede.

Forsikringens formål og dækningsområde er netop alene at dække rimelige og nødvendige udgifter til akut behandling i forbindelse med tilskadekomst under rejse. Dette er også netop baggrunden for, at omkostninger til fortsat behandling, som kan foretages i bopælslandet, er dækningsundtaget.

Det forhold, at det måtte være fast politik hos det behandlende hospital - som angivet i dr. G.'s udtalelse, bilag … - at nægte at udskrive sikrede til repatriering til Grækenland, før behandlende læge havde haft kontakt med den behandlende græske specialist, er i den forbindelse selskabet uvedkommende.

I det indbyrdes forhold mellem klager og selskabet reguleres spørgsmålet om dæknings- og behandlingsomkostninger alene af forsikringspolicen og ikke af de mulige interne regler, der måtte gælde på det behandlende hospital.

Når klager medicinsk er i stand til at blive repatrieret til hjemlandet, følger det direkte af de ovenfor angivne betingelser, at selskabet ikke dækker yderligere udgifter.

I en situation som nærværende, hvor det klart fremgår, at sikrede og dennes familie har nægtet at lade sig repatriere, og hvor hospitalet i øvrigt generelt synes at have været af den opfattelse, at repatriering kunne have fundet sted, påhviler det klager at godtgøre, at fortsatte omkostninger til behandlinger til sygehusbehandling har været '*rimelig og nødvendig'*

Ligeledes er det som angivet selskabet uvedkommende, om der måtte bestå eventuelle restriktioner for den behandlende læge efter sygehusets interne regler i relation til repatriering. Selskabets dækningsomfang er begrænset til en ren medicinsk bedømmelse foretaget af selskabets kontaktlæger og baseret på en dansk lægefaglig standard. Det være sig uanset at behandlende hospital - der vel at mærke har modtaget og fortsat ville modtage betydelige summer for behandlingen af sikrede - som følge af interne regler nægter at medvirke til repatriering.

Sådanne interne regler kan det ikke føre til en udvidelse af dækningsomfanget på behandlingsdækning under rejseforsikringen. I givet fald kunne og skulle klager have tegnet en behandlingsforsikring hos selskabet eller hos et andet selskab.

Sammenfatning.

Selskabets fastholder, at klager ikke har godtgjort, at klager er berettiget til dækning af omkostninger til fortsat hospitalsbehandling af sikrede efter 27. december 2008, hvor sikrede lægefagligt sikkert kunne have været repatrieret til Grækenland i overensstemmelse med forsikringsbetingelserne.

Selskabet fastholder samtidig, at den eneste årsag til, at repatriering ikke fandt, var uvilje fra sikredes familie samt den behandlende læge.

Endelig fastholder selskabet, at eventuelle indsigelser fra den behandlende læge, dr. G.'s side samt eventuelle interne reguleringer, som efter dr. G.'s opfattelse måtte forhindre ham i at give tilladelse til repatriering af sikrede, er uden betydning for spørgsmålet om selskabets dækningsforpligtelse under den tegnede erhvervsrejseforsikring."

Hertil har klagerens advokat i skrivelse af 12/6 2009 til nævnet bl.a. bemærket:

"2 <u>Justifiable and secure release or transfer:</u>

2.1 If repatriation is considered dangerous for a patient, a treating physician cannot allow repatriation. It is the responsibility of the treating physician to determine whether it will be justifiable and secure to repatriate a patient to another hospital. If the treating physician allows, and if it is later discovered that this was not secure, the treating physician will be liable. In gross cases the treating physician can be punished with a fine or imprisonment up to 4 months. A statement from the National Board of Health (Sundhedsstyrelsen) is attached as **Exhibit ...**

2.2 Thus, a decision to repatriate a patient to another hospital (repatriation) can only be made by the treating physician as it is his responsibility and liability that the decision is correct.

2.3 Europæiske's physicians are not considered treating physicians when they are acting as advisors in insurance companies, cf. Exhibit 5. Therefore, they cannot be punished with a fine or imprisonment if the decision to repatriate was not correct.

2.4 The policy condition, which states that: '*The policy does not cover the costs towards…i) for continued treatment and hospitalisation if the insured refuses to be repatriated when Europæiske's physician has made a decision on such repatriation',* is therefore in conflict with Danish Law, cf. Exhibit 5.

2.5 Thus, the treating physician, who risks liability, is entitled to refuse to accept a decision made by an insurance company regarding repatriation if he finds that repatriation is not justifiable and secure if it will be dangerous for the patient.

3 Correspondence with receiving hospital:

3.1 It is incomprehensible that in the period November - 27 December 2008 when the repatriation was planned Europæiske did not manage to establish contact between the treating hospital and the receiving hospital.

3.2 It follows from mandatory US law that '*When transferring, the treating physician must document the name of the accepting individual and facility. The treating physician must also send pertinent documents, imaging studies, and test results relating to the emergency condition to the receiving facility'* cf. the Emergency Medical Treatment and Active Labor Act (EMTALA). An overview is enclosed as **Exhibit ...** EMTALA regards hospital emergency departments.

3.3 However, the rules outlined in EMTALA also apply to treatment of trauma patients in hospitals. According to the Trauma LifeSupport Manual enclosed as **Exhibit …**, **'***The referring doctor is responsible for the initiation of transfer of the patient to the receiving institution and for the selection of an appropriate mode of transportation and level of care required for optimal management of the patient en route. The referring doctor should consult with the receiving doctor[...]' 'The receiving doctor must be consulted with regard to the transfer of a trauma patient. The receiving doctor must assure that the proposed receiving institution is qualified, able and willing to accept the patient, and is in agreement with the intent to transfer.'*

3.4 As Europæiske has entered into a Business Travel Policy with World Cover, Europæiske accepts the risk that mandatory law in the countries where the policyholders risk injuries will overrule Europæiske's policy conditions. It is not possible to overrule mandatory law by entering into an agreement between two civil parties. Further, Europæiske's policy conditions can not overrule mandatory Danish law.

3.5 It is therefore maintained that repatriation would have been a violation of US law as Europæiske did not provide any information regarding which hospital they indended to move Mr Z. to and the name of the new treating physician.

4 Statement of claim

…

4.5 Europæiske states (on page 3) that the treating physician Dr. G. in the beginning of December expressed that Mr Z. could be repatriated.

4.6 Dr. G. continually made it very clear that repatriation could not happen until direct communication with the receiving hospital had been made. Further, Mr Z.' condition was not static, which implied that his medical condition was not stable at any point.

4.7 It is maintained that repatriation on 27 December 2008 would have been dangerous for Mr Z. This is clearly stated in Dr. G.'s statement (Exhibit …).

4.8 Europæiske states (on page 3) that Europæiske's advisor C.P. stated that Mr Z. could be transported when the haemoglobin was less than 10 and <u>when there was acceptance from the treating physician.</u>

4.9 Mr Z. haemoglobin was not less than 10 on 27 December 2008 when Europæiske suggested that he was repatriated. Further, Europæiske did not at any time receive acceptance from the treating physician in relation to transportation of Mr Z.

4.10 Europæiske does not mention nor assess the most important complication that resulted from Mr Z. injury - the saccular pseudo-aneurysm of the abdominal aorta, just below the left renal artery. As the aneurysm constituted a great risk of rupturing and as this would have been fatal Dr G. could not allow transportation of Mr Z. on 27 December 2008.

4.11 Transportation of Mr Z. to Greece prior to repair of this aneurysm was considered far too risky by <u>all</u> medical professionals involved in Mr Z.' care. It is therefore not correct as stated by Europæiske (page 5) that nurse S.H. and Dr C. confirmed that there was no significant risk involved in transporting the patient to Greece by ambulance plane. Further, Dr C. was not involved in the patient's care. S.H. was not involved in the treatment team of Mr Z.

4.12 Europæiske alleges (page 6) that the Mr Z.' heart problems *apparently* accelerated in the period after 2/3 January 2009. This is pure guesswork. If Europæiske had made a thorough review of Z.' medical journal prior to the decision to repatriate him, Europæiske would have discovered:

i) that Mr Z.' in fact did have heart problems prior to 27 December 2008 and

ii) that Mr Z. had a saccular pseudo-aneurysm of the abdominal aorta, just below the left renal artery prior to 27 December 2008, which constituted a great risk of rupturing, which would have been fatal.

In fact Mr Z. on 13 March 2009 died from a ruptured aneurism most likely of the right common iliac artery pseudo aneurism.

…

7. <u>Submissions</u>

7.1 It is maintained that:

7.2 Europæiske must acknowledge that their decision to repatriate Mr Z. on 27 December 2008 was medically and legally incorrect. Repatriation is the responsibility and liability

of the treating physician - not Europæiske's advisors as they are not treating physicians.

7.3 Europæiske must acknowledge that it is the treating physician who solely can decide whether a patient can be repatriated. It is the responsibility of the treating physician that repatriation can be justified as he otherwise will be liable.

7.4 Europæiske must acknowledge that the policy conditions regarding repatriation are in conflict with Danish law.

7.5 Europæiske must acknowledge that the decision to repatriate was in conflict with US law as Europæiske did not provide Mr Z.'s treating physician with information regarding the receiving hospital.

7.6 It is Europæiske's burden of proof that the decision to repatriate was medically and legally correct, which burden has not been lifted.

7.7 Europæiske must acknowledge that the policy does cover the costs for continued treatment and hospitalization as Mr Z.'s treating physician could not allow repatriation as Europæiske did not provide him with any information regarding the receiving hospital

7.8 Europæiske must pay all damages, expenses and costs incurred by Armada (Switzerland) S.A. and Armada Shipping Greece Co. in relation to this matter."

Selskabets advokat er fremkommet med yderligere kommentarer i skrivelse af 3/7 2009 til nævnet.

Af forsikringsbetingelserne fremgår bl.a.:

"**SYGDOM OG SYGETRANSPORT**

1 SYGDOM
1.0 Forsikringssum - Ubegrænset
1.1 Hvilke skadetilfælde dækker forsikringen?
Forsikringen dækker skadetilfælde som følge af akut sygdom eller tilskadekomst opstået på erhvervsrejsen.
1.2 Hvilke udgifter dækker forsikringen?
Fysiske lidelser
Forsikringen dækker rimelige og nødvendige udgifter til
a) behandling hos læge under hospitalsindlæggelse eller ambulant,
…
c) hospitalsindlæggelse på intensiv afdeling, hvor dette er ordineret af Europæiskes læge eller aftalt mellem behandlende læge og Europæiskes læge,
…
1.3 Undtagelser
Forsikringen dækker ikke udgifter
…
h) til behandling og hospitalsindlæggelse, når Europæiskes læge har vurderet, at behandlingen kan vente, til sikrede er kommet hjem til bopælslandet,

i) til fortsat behandling og hospitalsindlæggelse, såfremt sikrede nægter at lade sig hjemtransportere, når Europæiskes læge har besluttet hjemtransporten,

…

2. SYGE- OG HJEMTRANSPORT

2.0 Forsikringssum - Ubegrænset

2.1 Hvilke skadetilfælde dækker forsikringen?

Forsikringen dækker i tilfælde af, at sikrede rammes af akut sygdom eller tilskadekomst omfattet af dækningen Sygdom.

2.2 Hvilke udgifter dækker forsikringen?

Forsikringen dækker rimelige og nødvendige udgifter til

…

c) hjemtransport, når Europæiskes læge vurderer, at transporten er nødvendig og forsvarlig."

Nævnet udtaler:

Efter sin gennemgang af parternes indlæg og de fremlagte bilag finder nævnet, at den foreliggende tvist ikke kan afgøres uden en egentlig bevisførelse vedrørende sagens medicinske og juridiske forhold. En sådan bevisførelse kan ikke ske for nævnet, men bør i givet fald ske ved domstolene.

I medfør af § 4, stk. 1, i nævnets vedtægter må nævnet derfor afstå fra at viderebehandle sagen.

Som følge heraf

b e s t e m m e s :

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Nævnet kan ikke afgøre sagen.

Poul Sørensen