

ARE ALTITUDE OEDEMAS, COLD INJURIES, EXHAUSTION AND DEATH DURING RESCUE "ACCIDENTS" OR "ILLNESS"?

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Results of a Multidisciplinary Working Group „The Definition of Mountain Accident“- of the Austrian Society for Mountain and Altitude Medicine.

In the past the definition of “ACCIDENT” on which the majority of accident insurance contracts are based, has proved inadequate for the assessment of alpine injury, and has therefore become highly controversial. The question as to whether occurrence of “Alpine Injuries”, such as: Altitude Edemas, Cold Injuries, Exhaustion as well as Death During Rescue, are to be classified as “accidents” or “illness”, has so far, for obvious reasons and in some specimen cases, led to rather one-sided interpretation by accident insurers.

The so called “Accident Perception”, as predominantly applied by insurance companies, reflects a purely arbitrary and unrealistic attempt at a definition which, in Austria for instance as well as in some other European countries, even lacks any legal basis. This crucial deficiency lies in the fact that it lacks any objective justification. It therefore appears to be not only controversial, but also technically incorrect. This is often a highly restrictive partial interpretation, and stands all too frequently in contradiction to the actual facts of the events.

The crucial questionable element of this customary “Accident” perception seems to be practically untenable, and therefore an inadmissible demarkation between “illness” and “accident”. This arbitrary differentiation is not logically possible because these terms have so much in common that they *both* reflect occurrences that unexpectedly affect a person in variance with the normal course of events. Furthermore, arbitrary, artificially constructed and thus unrealistic interpretations of terms such as “causality”, “damage from outside” and “suddenness”, are being used.

The deficiency of this “accident” perception leads to considerable misunderstandings when entering into an insurance contract. It can be of vital importance particularly for those involved or for their surviving dependents if compensation is denied by insurance companies on the grounds of technically untenable arguments. Since this dilemma is quite obviously also based on misleading accident-specific and medical perceptions, it is high time to define, clearly and unmistakably, these terms, at least in the field of Alpine Accidents.

The Austrian Society for Mountain and Altitude Medicine is an internationally recognised body of experts. It has entrusted a multi-disciplinary working group consisting of experts in insurance matters, alpine law, as well as highly competent experts in alpine medicine with the thorough investigation of this matter and a clarification of the associated problems. In January 1998, following extensive work on this subject, this body reached the following conclusions:

Altitude Edema, Cold Injuries, Exhaustion and Death during Rescue are, in the

context of an "Extended Accident Perception", to be classified as "Alpine Accidents", if and when:

- *injury occurs within an acceptable space of time, and as a direct result of external/third party causes;*
- *and also, in an "alpine" context, uncommon disorders (such as hypothermia, hypoxia) coincide with exceptional unexpected situations e.g. loss of way, loss or failure of equipment, including thermal protection, unsuccessful rescue attempts, etc.*

From an alpine-technical and accident-medical point of view there will therefore be, in future, an urgent requirement for this clarification to be taken into consideration. This is not only with the compilation of insurance contracts but also for the assessment of evidence in connection with legal opinion on alpine injuries in the sense of an Extended Accident Perception.

There are already individual contracts with certain accident insurance companies that include this extended "Accident" perception, as defined above. When negotiating an accident insurance contract it will therefore be of vital importance to ensure the inclusion of relevant commitments in the "Terms and Conditions".

In future, no accident insurance contract should be entered into which does not explicitly confirm the "Extended Accident Perception". There is good reason for hope that due to the growing Europe-wide competition, even restrictive accident insurance companies will have to adapt their Terms and Conditions to conform to these new standards, so as not to face severe competitive disadvantage.

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