

# INSURANCE TERMS AND CONDITIONS

## for Fixed-Term Health Insurance Policies of the Expat Series for Long-Term Travels (Insurance Terms and Conditions Part I - Allianz Partners AWP Health & Life)

### Art.1 Insurable Persons and Eligibility for Insurance

Unless otherwise provided for, the following shall apply:

1. The application for inclusion of Insured Persons in the group insurance contract may be filed by Parties Entitled to be Insured only. Parties Entitled to be Insured shall be legal and natural persons, as defined in the respective underlying insurance terms.
2. Persons eligible for insurance shall be natural persons.
3. Not eligible for insurance and despite of insurance premium payments not insured shall be
  - a) persons in need of permanent care. A person in need of permanent care shall be a person who needs the assistance of others for the majority of activities of daily life;
  - b) persons whose participation in community life is permanently excluded. For classification purposes, the mental condition and the objective circumstances of life of the respective person are to be taken into account.
4. Coverage in Germany shall not exist for Insured persons whose centre of life is not only temporarily in the Federal Republic of Germany.
5. For Insured Persons holding a fixed-term residence document for the Federal Republic of Germany as well as for persons who are not in need of a residence document, the total period of all health insurance contracts which have been concluded during their stay at the time of applying for inclusion in the group insurance contract must not exceed a period of five years. Thus, the maximum insurance term for stays in Germany shall amount to a total of five years. In the event that a shorter term is agreed upon, a new contract of the same kind shall be subject to a maximum term that does not exceed a period of five years inclusive of the term of the expired contract. This shall also apply if the contract is concluded with another Insurer.

### Art.2 Conclusion and Termination of the Insurance Contract

1. The group insurance contract shall be concluded between the Policyholder and the Insurer for a term of one year. The group insurance contract shall be extended by one year unless terminated at least three months prior to the end of the respective term.
2. The Policyholder shall be obliged to give the Persons Entitled to be Insured and the Insured Persons a notice in textual form of the termination of the group insurance contract two months prior to the date of effectiveness of the termination.
3. The statutory provisions on the extraordinary right to terminate shall remain unaffected.
4. Upon termination of the insurance contract, and so far as the carrier offers according tariffs, the covered persons shall be informed by the carrier about the possibilities to continue their coverage as an individual insurance.
5. In the event that the Party Entitled to be Insured and the insured person are not identical, a termination will become effective only if the insured person affected by the termination has acquired knowledge of the termination letter and the Policyholder submits a corresponding evidence in this respect with the Insurer when causing the deregistration from the group insurance contract. In that case, the insured person concerned shall have the right to continue the insurance contract by indicating a future Party Entitled to be Insured. The declaration to this effect must be made within two months after receipt of the letter of termination.
6. If a sanction, prohibition, or restriction is imposed under resolutions of the United Nations, under trade or economic sanctions, under laws or regulations of the European Union or the United Kingdom, or under sanctions of the United States of America, is imposed which directly or indirectly prevents the insurer from providing insurance benefits under this group insurance contract, the insurer or the policyholder has an extraordinary right of termination. In addition, affected persons may be excluded from insurance coverage.

### Art.3 Insurance Premiums, Adjustment of Benefits, Insurance Year

1. The insurance premium shall be an annual contribution indicated in equal monthly instalments. It shall in each case be due and payable in advance until

the end of the insurance year.

2. The Policyholder shall be entitled to de-register individual Insured Persons from the group insurance contract if they fail to pay the insurance premium.
3. The Insurer shall be entitled to adjust the premium or the volume of insurance benefits at the commencement of a new insurance year, always provided that the Policyholder is given notice of this intention three months prior to the end of the respective insurance year.
4. The insurance year is defined in the Insurance Terms and Conditions Part II for Fixed-Term Health Insurance Policies of the Expat Series for Long-Term Travels.
5. The Policyholder shall be obliged to inform the Persons Entitled to be Insured and the Insured Persons about an adjustment of the premium or the volume of insurance benefits in textual form two months prior to the end of the respective insurance year.

### Art.4 Area of Application, Commencement, Term and Termination of Insurance Coverage

The Insurer offers Insured Persons staying in the area of applicability agreed upon within the framework of a fixed-term stay insurance coverage within the framework of a group insurance contract and these Insurance Terms and Conditions. Unless otherwise provided for, the following shall apply:

1. Insurance coverage for the Insured Person shall start after his or her binding inclusion in the group insurance contract and on the date indicated in the confirmation of cover (commencement of insurance coverage),
  - a) but not prior to the start of the Insured Person's stay in the area of applicability agreed upon;
  - b) not prior to the commencement of the Insured Person's eligibility for insurance;
  - c) not prior to the payment of the insurance premium;
  - d) not prior to the expiry of qualifying periods agreed upon.
2. Newborns can be insured from the day of their birth without health examination and waiting periods, provided that the application for insurance is received by the policyholder within two months of birth. If the application for insurance is submitted after the two-month period, inclusion in the group insurance contract will take place at the earliest from the day of receipt of the application by the policyholder.
3. Insurance claims occurred or existing prior to the start of the insurance coverage shall not be covered.
4. Insurance claims occurred during the qualifying period agreed upon in connection with the respective product shall not be covered.
5. The maximum insurance term for the Insured Persons is defined in the Insurance Terms and Conditions Part II of the respective product.
6. Insurance coverage for individual Insured Persons shall terminate, also with respect to insurance claims not yet settled:
  - a) upon termination of the insurance relationship of the insured person but in no case later than upon expiry of the maximum insurance term of the selected product;
  - b) upon de-registration from the group insurance contract by the Policyholder by taking due account of the product-specific terms and prerequisites;
  - c) upon the death of the insured person;
  - d) upon expiry of the month following the end of the temporary stay of the Insured Person in the area of applicability agreed upon or the definite return of the insured person to his or her home country;
  - e) as soon as an Insured Person ceases to meet the requirements for his or her eligibility for insurance according to the Insurance Terms and Conditions Part I, Art 1;
  - f) as soon as the product-specific requirements to be fulfilled for an eligibility for insurance of the Insured Person cease to exist;
  - g) upon termination of the group insurance contract between the Insurer and the Policyholder.

## Art.5 Subject Matter of Insurance Coverage and Volume of Insurance Benefits

Unless otherwise provided for, the following shall apply:

1. Insurance coverage can be derived from the confirmation of cover, these Insurance Terms and Conditions, the selected product and the statutory provisions applicable in the Federal Republic of Germany.
2. An insured event shall consist in the medically necessary treatment of an insured person due to illness or consequences of an accident. The insured event shall come into being upon the start of the medical treatment and end as soon as the need for treatment ceases to exist according to medical assessments. In the event that the medical treatment must be extended to a disease or to consequences of an accident having no causal connection to the initially treated illness, a new insured event shall be deemed to have come into being.
3. To the extent that the respective product provides for corresponding benefits, insured events shall also include:
  - a) medical treatments inclusive of pregnancy examinations and treatments, always provided that the pregnancy did not yet exist at the start of the insurance relationship of the insured person, as well as treatments due to miscarriage;
  - b) medically necessary pregnancy treatments due to acute symptoms and treatments due to miscarriage as well as medically necessary abortions and childbirths until the end of the 36th week of pregnancy (preterm delivery), even if the pregnancy already existed at the start of the insurance relationship of the insured person, always provided that a need for treatment did not exist at that time;
  - c) childbirths after expiry of the product-specific qualifying period;
  - d) outpatient examinations for early detection of diseases according to statutory programmes in Germany (targeted preventive checkups);
  - e) death.
4. Depending on the insured product, the Insurer shall pay compensation for acutely and unforeseeably occurred insured events during the stay in the area of applicability agreed upon.
5. Kind and amount of the insurance benefits can be derived from these Insurance Terms and Conditions and the product selected in each case.
6. In the area of applicability agreed upon, the insured person may choose between legally recognized and licensed physicians, dentists, alternative practitioners and midwives who are registered in the visited country, always provided that they charge their fees according to the official fee schedule, if any, valid at the time being for their professional group or charge the locally customary fee.
7. Pharmaceutical products, bandages and remedies as well as aids and appliances must have been prescribed by the treating persons indicated in the Insurance Terms and Conditions Part I, Art. 5 paragraph 6, and pharmaceutical products must furthermore be purchased in pharmacies. Pharmaceuticals shall not, even not if medically prescribed, include nutriments, tonics, mineral water, disinfectants, cosmetic products, diet food and baby food and the like.
8. In the event of a medically necessary inpatient hospital treatment, the insured person may choose among public and private hospitals which are permanently managed by physicians, have sufficient diagnostic and therapeutic possibilities, record and keep medical histories and do not offer spa or sanatorium treatments and do not accept reconvalescents. Insurance coverage shall exist for the general care class (multi-bed room) without optional services (private medical treatment), unless otherwise agreed upon with respect to the specific product.
9. In the event of medically necessary treatments in hospitals which also provide spa or sanatorium treatments or accept reconvalescents, but otherwise comply with the requirements set forth in the Insurance Terms and Conditions Part I, Art. 5 paragraph 8, product-specific insurance benefits shall be provided only if the Insurer has given its written consent in this respect prior to the start of the treatment. In case of tuberculosis diseases, coverage shall exist within the scope of the insurance contract also if an inpatient treatment is carried out in tuberculosis clinics and sanatoriums.
10. Within the scope of the insurance contract, coverage shall exist for examination or treatment methods and medicines which are largely recognized in traditional medicine. In addition, methods and medicines which proved to be successful in practice or which are used for lack of traditional medical methods or pharmaceuticals shall be covered; the Insurer may, however, reduce its payments to the amount which would have been charged if traditional medical methods or pharmaceuticals had been applied.
11. Within the agreed volume, the Insurer shall pay for transfer and funeral expenses if the death of an insured person is due to an insured event.
12. Coverage shall, within the agreed volume, exist for additional costs arising for medically necessary and prescribed return transports to the nearest suitable

hospital in the home country or at the place of the permanent residence of the insured person. A return transport shall be deemed to be necessary from a medical point of view if it can be shown that a sufficient medical treatment and care in the area of applicability agreed upon cannot be guaranteed and the physician appointed by the Insurer endorses the return transport. Costs for a co-insured accompanying person shall be reimbursed by the Insurer to the extent that such company is medically necessary, has been ordered by public authorities or is required by the acting transport company.

## Art.6 General Restrictions of Insurance Benefits

Unless otherwise provided for, the following shall apply:

1. Damage or injuries caused by an active participation in strikes, war, warlike events, civil commotion, damage or injuries due to nuclear energy as well as damage or injuries caused by intentional acts of the Policyholder, the Party Entitled to be Insured or the insured person shall be excluded from coverage.
2. A duty to pay insurance benefits shall not exist with respect to:
  - a) diseases and ailments inclusive of their consequences already existing and known at the time of the commencement of the insurance coverage. Apart from that, the consequences of those diseases and accidents which were treated during the last six months prior to the commencement of the insurance coverage shall not be covered;
  - b) spa treatments and treatments in sanatoriums as well as rehabilitation measures of the statutory rehabilitation providers;
  - c) treatments during a stay in a health resort or spa, also if the insured person stays in a hospital there. The restriction shall not apply if the insured person has his or her permanent residence at that place or becomes unable to work during a temporary stay due to an acute disease incurred independently from the purpose of the stay or due to an accident occurring at that place as long as said acute disease or accident makes a departure impossible from a medical point of view. Furthermore, the restriction shall not apply if and to the extent that the Insurer has given its written consent to benefits prior to the start of the stay;
  - d) a treatment or accommodation based on infirmity, a need for care or custody;
  - e) a treatment of mental or psychological disorder as well as hypnosis, psychoanalysis and psychotherapy;
  - f) immunisation measures;
  - g) aids and appliances;
  - h) a treatment due to sterility, inclusive of artificial insemination as well as preliminary examinations and follow-up treatments related thereto;
  - i) preventive medical checkups;
  - j) treatments by spouses, parents, children, persons living in a common household or persons with whom the insured person lives together within an own family or the host family. Depending on the product agreed upon, documented material costs shall be reimbursed;
  - k) treatments due to diseases inclusive of their consequences as well as due to the consequences of accidents caused by a profession-related participation in sporting competitions or competitions organised by associations and clubs, inclusive of their preparations, or recognized as damage or injury due to military services and not explicitly included in the insurance coverage;
  - l) withdrawal treatments inclusive of withdrawal cures;
  - m) treatments due to those diseases inclusive of their consequences, which occur because protective vaccinations recommended by the World Health Organisation or prescribed by law were omitted, unless such vaccinations were precluded for medical reasons. In this case, the medical reasons must be supported by a medical certificate to be submitted to the Insurer.
  - n) treatments of a dependency syndrome and its consequences;
  - o) suicide attempts and their consequences;
  - p) organ donations and their consequences;
  - q) dentures (like, e.g. pivot teeth, inlays, crowning, implants) and orthodontic treatments, occlusal splints and gnathological measures.
3. Unless otherwise agreed upon, the Insurer shall not be obliged to pay for treatments by physicians, dentists, alternative practitioners and clinics or midwives if a reimbursement of their invoice amounts has been excluded by the Insurer for good reason. As a precondition, the Insurer must have informed the Party Entitled to be Insured and the insured person prior to the occurrence of the insured event about those treating persons whose invoices will not be reimbursed. If an insured event has occurred prior to said notice, the costs incurred for treatments by the respective treating person must be reimbursed according to insurance benefits provided for in the respective product for a period of not more than three months as from the date of such notice.

4. If medical treatments or other measures for which benefits were agreed upon exceed the medically necessary extent or in the event that the claimed remuneration is not adequate when compared with local customary practices, the Insurer shall be entitled to reduce its payments to a reasonable amount.
5. In the interest of all parties involved, applicable international sanction regulations will be followed. The Insurer is not obliged to provide insurance coverage or to cover any loss or to provide any other service under this agreement if the provision of such insurance coverage, the payment of such loss or the provision of such service would subject the Insurer to any sanction, prohibition or restriction under United Nations resolutions, under trade or economic sanctions, under laws or regulations of the European Union or the United Kingdom, or under sanctions of the United States of America.

#### Art.7 Obligations and Consequences of their Infringement

1. After an insured event has occurred, the Policyholder, the Party Entitled to be Insured and the insured person shall be obliged
  - a) to refrain from anything which could result in an unnecessary increase of costs;
  - b) to give the Insurer or its authorised representative immediate notice of any damage or injury expected to exceed a sum of EUR 1,000;
  - c) to permit the Insurer or its authorised representative to carry out any reasonable examination with respect to the cause and amount of its payment duty, to give any pertinent information in this context, to file original supporting documents and, in case of death, to submit the death certificate.
2. The Insurer must be given notice of every hospital treatment within a term of 10 days after its commencement.
3. The corresponding supporting documents shall be submitted to the Insurer by the Insured Person within a term of three months after each individual treatment.
4. In the event that insurance coverage of medical costs incurred by the insured person has also been concluded with another Insurer or such insurance coverage exists or the insured person makes use of his or her right to be insured within the framework of the statutory health insurance scheme, the Party Entitled to be Insured and the insured person shall be obliged to give the Insurer immediate notice of such other insurance.
5. Unless otherwise provided for in the product, pregnancies shall be reported to the Insurer within 4 weeks after having become aware of them.
6. Medically necessary return transports must be reported to the Insurer prior to carrying them out.
7. Upon request of the Insurer, the insured person shall be obliged to have himself or herself examined by a physician appointed by the Insurer.
8. If insurance benefits are paid, start and end and interruptions of a stay in the area of applicability as well as the fulfilment of the product-specific prerequisites for an eligibility for insurance have to be proved by the Insured Person upon the Insurer's request.
9. Stays in the USA/Canada/Switzerland and in Germany for holiday- or profession-related reasons shall be reported to the Insurer or its authorised representative prior to the start of the travel.
10. The Party Entitled to be Insured and the insured person shall be obliged to give the Policyholder immediate notice of any changes of their addresses.
11. If the Policyholder, the Party Entitled to be Insured or the insured person intentionally fails to comply with one of the obligations contractually agreed upon, the Insurer shall not be obliged to make payments. In the event of a grossly negligent violation of obligations, the Insurer shall be entitled to reduce insurance payments in proportion to the severity of the negligence of the Policyholder, the Party Entitled to be Insured or the insured person. The burden of proving that gross negligence has not occurred shall lie with the Policyholder, the Persons Entitled to be Insured or the insured person.

#### Art.8 Payment of Insurance Benefits

Unless otherwise provided for, the following shall apply:

1. The Insurer shall only be obliged to pay if the following supporting documents which will become the property of the Insurer - have been submitted:
  - a) original supporting documents for payments actually made which show the surname, Christian name and date of birth of the treated person, the name and address of the treating person, the name of the disease, the description of the services rendered by the treating person as to kind, place and period of the treatment. In the event that medical treatment expenses are covered by another insurance and said other Insurer is claimed on first, copies of the invoices with refund endorsements shall be sufficient to give evidence in this respect. Sup-

porting documents which were prepared in a foreign language and are important for the insurance benefits must, upon the Insurer's request, be accompanied by German or English translations;

- b) recipes shall be submitted together with the physician's invoice, the invoice for remedies, aids and appliances together with the prescription;
  - c) if claims for reimbursement of costs for a medically necessary return transport are asserted, documents supporting the amount of expenses which would have incurred in the event of a scheduled return journey shall be submitted. In addition, a medical certificate about the medical necessity of the return transport must be submitted;
  - d) in addition, the official certificate of death and a medical certificate about the cause of the death must be submitted if reimbursement of transfer or funeral expenses is claimed.
2. Expenses incurred in a foreign currency shall be converted to the currency valid at that time in the Federal Republic of Germany by applying the rate applicable on the day of the receipt of the supporting documents with the Insurer, unless it can be shown that the foreign currencies required for paying the invoices were bought at a less favourable exchange rate and that this was due to a change of currency parities.
  3. Additional costs arisen because the Insurer remits amounts to a foreign country or because special transfer methods were agreed upon may be deducted from the insurance payments.
  4. Claims for insurance benefits must not be assigned or pledged.
  5. Within the framework of the examination of insurance benefits payable for an insured event it may become necessary that the Insurer collects personal health data to the extent permitted by law. In the event that the Party Entitled to be Insured or the insured person culpably fails to permit such data collection and no other opportunity to examine the claimed payments is made possible and, as a result, the Insurer is not able to finally determine the amount and volume of its payment obligation, payments shall not become due.
  6. One month after having given notice of the insured event, the minimum amount to be paid on the merits of the case may be claimed as down payment. Passage of time shall be suspended as long as the Insurer is prevented from examining the claims due to a fault of the Policyholder, the Party Entitled to be Insured or the insured person.
  7. Claims arising from this group insurance contract shall be subject to a limitation period of three years. The limitation period shall commence upon expiry of the year during which the respective payment can be requested.

#### Art.9 Compensation from Other Insurance Contracts and Claims against Third Parties

1. If compensation from another insurance contract can be claimed in case of an insured event, said other contract shall have priority over this contract. This shall also apply if a subordinated liability has been agreed upon in one of those insurance contracts, irrespective of the time when the other insurance contract was concluded. In the event that the insured event is, within the framework of this group insurance contract, at first reported to the Insurer, the latter shall make an advance payment and contact the other Insurer for cost-sharing purposes directly.
2. The claims of the Policyholder, the Party Entitled to be Insured or the insured person against third parties shall - to the extent permitted by law - be assigned to the Insurer if the latter has paid compensation for the damage or injury. To the extent necessary, the Policyholder, the Party Entitled to be Insured or the insured person shall be obliged to provide the Insurer with a declaration of subrogation. The Insurer's obligation to pay insurance benefits shall be suspended until said declaration of subrogation has been submitted. If the insured person prevents enforcement of the claims by acknowledgment or similar, the claims can be reduced accordingly.
3. The claims of the Policyholder, the Party Entitled to be Insured or the insured person against treating persons due to excessive fees shall - to the extent permitted by law - be assigned to the Insurer if the latter has reimbursed the respective invoice amounts. As far as necessary, the Policyholder, the Party Entitled to be Insured and the insured person shall be obliged to assist the Insurer when enforcing its claims. To the extent necessary, the Policyholder, the Party Entitled to be Insured or the insured person shall be obliged to provide the Insurer with a declaration of subrogation, if necessary. The Insurer's obligation to pay insurance benefits shall be suspended until said declaration of subrogation has been submitted.
4. The insurer and the policyholder are neither liable for the selection nor for the actions of the selected physicians, surgeons, anesthesiologists, hospitals or other service providers such as alternative practitioners and midwives. Likewise, the insurer and the policyholder are not liable for treatments, advice, medical interventions or for the prescription and administration of medication by the aforementioned service providers.

#### Art.10 Setoff

1. The Policyholder, the Party Entitled to be Insured or the insured person shall only be entitled to offset own claims against claims of the Insurer if the counterclaims are undisputed and have been determined with legal effect.
2. Contrary to Art. 35 German Insurance Contract Act (VVG), the insurer may not, however, set off premium claims against other insured persons.

#### Art.11 Declarations of Intent and Notices

Declarations of intent and notices forwarded to the Insurer shall be subject to text form (letter, fax message, e-mail, electronic data carrier etc.). The insured person shall have an own right to assert claims arising from the contract against the Insurer. The insured person may assert claims against the insurer even if he or she is not in possession of the insurance policy (in derogation of Art. 44 German Insurance Contract Act (VVG)).

#### Art.12 Applicable Law/Contract Language

The applicable law shall be the German law, unless this is contrary to international law. Contract language shall be the German language.

#### Art.13 Profit Participation

This insurance shall not be eligible for a participation in profits.

#### Art.14 Supervisory Authority and Complaints Offices

If you are not satisfied with any service or decision of the insurer, or in case of disagreement about the general conditions, the person entitled to insurance and/or the insured persons must first contact their representative of the contract at the following address (or another address indicated on the company's website):

BDAE Holding GmbH  
Kühnehöfe 3  
22761 Hamburg  
Germany  
E-mail: [complaint@bdae.com](mailto:complaint@bdae.com)

If the proposed solution does not meet the expectations of the person entitled to insurance and/or the insured person, a complaint can be submitted, also directly to the insurer, by simple letter or e-mail:

AWP Health & Life S.A.  
Client relations  
Eurosquare 2  
7 rue Dora Maar  
93400 Saint Ouen  
France  
E-mail: [client.care@allianzworldwidecare.com](mailto:client.care@allianzworldwidecare.com)

In addition, complaints can be filed for this insurance contract with the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)) as well as with the French supervisory authority (ACPR):

Bundesanstalt für Finanzdienstleistungsaufsicht  
Graurheindorfer Straße 108  
53117 Bonn  
Germany  
<https://www.bafin.de>

Autorité de Contrôle Prudentiel et de Résolution  
4 Place de Budapest  
CS 92459  
75436 Paris Cedex 09  
France

AWP Health & Life SA is a signatory of the Mediation Charter of the French Association of Insurance Companies. Therefore, the person entitled to insurance, insured person and the policyholder have the possibility, in the event of a prolonged and definitive disagreement, the insured person and the policyholder have the possibility of exhausting all other possible amicable remedies, to the mediator:

La Médiation de l'Assurance  
TSA 50 110  
75 441 Paris Cedex 09  
<https://www.mediation-assurance.org/>

The filing of a complaint does not affect the right to file a lawsuit before the competent ordinary court.



# EXPLANATIONS

## concerning the particularities of a group insurance policy and the duties according to the German Insurance Contract Act (VVG)

### The particularities of a group insurance policy

Insurance coverage shall be granted within the framework of a group insurance contract (GIC). The policyholder shall be a company of the BDAE Group (BDAE) and the insurer shall be an insurance company permitted to conduct business operations in Germany pursuant to the German Insurance Contract Act (VAG). The insured person shall be granted insurance coverage by joining the group. Thus, the VVG shall not apply directly and immediately to the relationship between the policyholder and the insured person.

However, the rules from the VVG described in more detail below, in particular Art. 19 to 22, are applied in the legal relationship between the insured person and the policyholder (BDAE), which you confirm by your signature.

In compliance with the requirements of the supervisory authority, the GIC provides for some improvements of the legal situation of the insured person:

- In derogation from Art. 44, paragraph 2 VVG, the insured person may assert claims directly towards the insurer of the GIC.
- In derogation from Art. 35 VVG, the insurer shall not be entitled to set-off against claims not attributable to the insured person.
- The insured person shall be provided with any and all information usual pursuant to Art. 7 VVG and the VVG Decree on Information Duties.
- The insured person shall be given notice of any change, including a termination, of the GIC.
- The insured person shall hold a right of revocation similar to the one provided for in the VVG.
- Insured persons shall benefit from the principle of equality pursuant to Art. 138, paragraph 2 VAG.

According to the same requirements of the supervisory authority, certain obligations shall likewise apply to the insured persons; in this context, particularly the knowledge of the insured person and his or her behaviour shall be taken into account with respect to the insurance company's payment duties:

### Art. 19, paragraph 5 VVG - consequences of an infringement of the statutory duty to disclose

For enabling BDAE to examine your application properly, you shall be obliged to give true and complete answers to the questions included in the application documents. This shall also relate to circumstances which might be of low importance from your point of view. If there is any information you do not want to disclose towards the intermediaries, please send it in text format directly to the BDAE without any delay. **Please note that you put your insurance coverage at risk when giving incorrect or incomplete information.** For more details about the consequences of an infringement of the duty of disclosure, reference is made to the information following hereinafter.

### What are your pre-contractual duties of disclosure?

By the time when you make your contractual statement, you shall be obliged to give true and complete notice of any and all risk-relevant circumstances known to you and requested by us in text format. Risk-relevant circumstances are defined as circumstances relevant for the decision of BDAE to conclude the contract with the contents agreed upon. In the event that, after your contractual statement, but prior to the acceptance of the contract, BDAE asks you in text format to give information on risk-relevant circumstances, you shall also to this extent be obliged to report.

### What are the potential consequences of an infringement of a pre-contractual duty to disclose?

#### 1. Rescission and loss of insurance coverage

If you and/or the person to be insured fail to comply with the pre-contractual duty of disclosure, BDAE may rescind the contract, unless you are able to

show that you did not infringe the duty of disclosure either intentionally or with gross negligence. In the event of a grossly negligent infringement of the duty to disclose, BDAE shall not be permitted to rescind the contract if the contract would also have been concluded in case of knowledge of the undisclosed circumstances, even if such conclusion would have been made subject to other conditions. If the contract is rescinded, there will be no insurance coverage. If BDAE rescinds the contract after occurrence of an insured event, BDAE shall nevertheless be obliged to pay, always provided that you are able to show that the undisclosed or incorrectly disclosed circumstance was neither the cause of the occurrence or determination of the insured event nor the cause of the determination or extent of the payment obligation related thereto. If you fraudulently infringe the duty to disclose, there shall be no payment obligations at all. If BDAE rescinds the contract due to an infringement of the duty of disclosure, the insurance premium must nevertheless be paid until the date when the rescission becomes effective.

#### 2. Termination

If BDAE cannot rescind the contract because you did not infringe the pre-contractual duty of disclosure either intentionally or with gross negligence, the contract may be terminated with one month's notice. A right of termination shall be excluded if the contract would also have been concluded in case of knowledge of the undisclosed circumstances, even if it would have been made subject to other conditions.

#### 3. Contract amendment

If BDAE cannot rescind or terminate the contract because the contract would also have been concluded in case of knowledge of the undisclosed risks, even if under different conditions, such other conditions shall, upon request of BDAE, retroactively become part of the contract in the event that you have negligently infringed your duty to disclose. In the event that the premium increases by more than 10 % due to the contract amendment or if BDAE excludes coverage of the risk related to the undisclosed circumstance, you may terminate the contract without notice within a term of one month after receipt of the notice on the contract amendment. BDAE will draw your attention to such right.

#### 4. Exercise of the rights of the BDAE Group (Art. 21 VVG)

BDAE may assert its rights of rescission, termination or contract amendment in writing within a term of one month. Such term shall start at the time when BDAE gets knowledge of the infringement of the duty of disclosure underlying the right asserted by it. When exercising its rights, BDAE shall indicate the circumstances upon which it relies when asserting its rights. For substantiation purposes, BDAE may subsequently indicate additional circumstances if the term according to sentence 1 has not yet lapsed. BDAE shall not be able to rely on the rights of rescission, termination or contract amendment if BDAE was aware of the undisclosed risk or the incorrectness of the rendered information. The rights of rescission, termination and contract amendment shall become time-barred upon expiry of three years after contract conclusion. This shall not be applicable to insured events occurring prior to the expiry of said term. The term shall be extended to ten years if you infringed your duty to disclose intentionally or fraudulently.

#### 5. Wilful deception (Art. 22 VVG)

The right of BDAE to contest the contract due to wilful deception shall remain unaffected.

#### 6. Representation by another person (Art. 20 VVG)

If, at the time of contract conclusion, you have yourself represented by another person, both the knowledge and fraudulent behaviour of your representative and your own knowledge and fraudulent behaviour shall be taken into account with respect to the duty of disclosure, a rescission, termination, contract amendment or the limitation period for the exercise of the insurer's rights. You may rely on not having infringed the duty to disclose intentionally or with gross negligence only if the absence of intentional and grossly negligent behaviour relates both to your representative and to yourself.



I have taken note of the explanations and agree to the applicability of the listed provisions of the VVG to the group insurance contract.

Place, date

Signatures

(Applicant, if appropriate as legal representative of persons to be co-insured and all persons of full legal age to be insured)