

**INTERNATIONAL HEALTH INSURANCE EXPAT VISIT GENERAL TERMS AND CONDITIONS OF WÜRZBURGER  
VERSICHERUNGS-AG (AVB-EV-365/2014-PART II)**

# EXPAT VISIT

<b>1.</b>	<b>INSURER:</b>	Würzburger Versicherungs-AG, Bahnhofstr. 11, 97070 Würzburg.
<b>2.</b>	<b>POLICY HOLDER:</b>	BDAE Dienstleistungsgesellschaft mbH.
<b>3.</b>	<b>PARTIES ENTITLED TO INSURANCE:</b>	Natural persons.
<b>4.</b>	<b>INDIVIDUALS INSURABLE:</b>	Parties entitled to insurance who stay abroad for non professional reasons up to 365 days.
<b>5.</b>	<b>CONTRACTUAL BASIS:</b>	General insurance conditions for the EXPAT VISIT (AVB-EV-365/2014), the tariff EXPAT VISIT, the product specifications, the customer information according to the Regulation on Information Obligations for Insurance Contracts (VVG-InfoV), the application and the insurance policy.
<b>6.</b>	<b>AREA OF APPLICATION:</b>	
<b>6.1</b>	<b>HOME COUNTRY IS GERMANY:</b>	Coverage applies worldwide outside of Germany.
<b>6.2</b>	<b>HOME COUNTRY IS OUTSIDE OF GERMANY:</b>	Coverage applies within the EU including Liechtenstein, Switzerland, Norway, Iceland insofar this country is not the home country of the insured person.
<b>7.</b>	<b>START OF COVERAGE:</b>	On the date indicated in the insurance policy, subject to timely payment. The contract of insurance must be concluded prior to the departure. In case of trips to Germany, the contract can be concluded within 10 days after the entry.
<b>8.</b>	<b>INSURANCE YEAR:</b>	Not applicable.
<b>9.</b>	<b>DURATION OF INSURANCE AGREEMENT:</b>	It is valid for the insured period at most up to 365 days.
<b>10.</b>	<b>TERMINATION OF INSURANCE AGREEMENT:</b>	An early termination of the contract of insurance is admissible when a benefit has been paid or a claim for performance has been filed (see also clause 15 AVB-EV-365/2014 and or clause 9 of the product specifications).
<b>11.</b>	<b>PREMIUM PAYMENTS:</b>	The premium is a daily premium and must be paid immediately after receipt of the insurance policy as a one-time premium for the overall contract term, but in no case prior to the insurance effective date.
<b>12.</b>	<b>DATA ON INSURED PERSON'S STATE OF HEALTH:</b>	None. Please observe the exclusion of benefits in the AVB-EV-365/2014.
<b>13.</b>	<b>BENEFITS:</b>	Medical benefits required for stays in Germany are reimbursed at up to 2.3 times the rate of GOÄ (Medical Fee Schedule), for technical services (Sections A, E and O) up to 1.8 times the rate of GOÄ, for lab services (Number 437 and Section M) up to 1.15 times the rate of GOÄ, for dental treatment up to 2.3 times the rate of GOZ (Dental fee Schedule).
<b>13.1</b>	<b>OUTPATIENT THERAPY:</b>	Outpatient medical therapy (not for treatment by alternative practitioner) including X-ray diagnostics.
<b>13.2</b>	<b>INPATIENT TREATMENT:</b>	Inpatient treatment including operations and additional operation charges in hospitals which are under continuous medical management and which work in accordance with scientific methods generally recognized in the Federal Republic of Germany or in the land of residence; treatments within Germany covered following the range of German statutory basic treatment (shared room) without elective treatments.
<b>13.3</b>	<b>PHARMACEUTICALS, BANDAGES AND REMEDIES:</b>	Pharmaceuticals, bandages and remedies based on medical prescription, not including baths. Medically prescribed massages, medicinal packs and inhalations up to EUR 300 per insurance year.
<b>13.4</b>	<b>DENTAL TREATMENT:</b>	Painkilling dental treatment incl. dental fillings in simple form up to maximum EUR 500 per insurance year.
<b>13.5</b>	<b>ARTIFICIAL DENTITION:</b>	Repair of function of artificial dentition. Cost reimbursement for this is 50 % up to EUR 250 per insurance year.
<b>13.6</b>	<b>INSURANCE BENEFITS FOR PREGNANCY AND DELIVERY:</b>	Pregnancy and delivery, if the pregnancy (fertilisation) has occurred after the insurance effective date and after the expiry of a waiting period of 8 months.
<b>13.7</b>	<b>MEDICAL AIDS:</b>	Medically required walkers and rent of a wheelchair.
<b>13.8</b>	<b>OTHER BENEFITS:</b>	a) Transportation costs to the nearest suitable hospital for inpatient treatment. b) Additional expenses - for the medically required and prescribed repatriation of an ill insured person from a foreign country to the principal place of residence in his / her home country, provided that a sufficient medical care is not ensured in the foreign country and the repatriation is required in the context of a reimbursed medical treatment. Unless required otherwise due to medical reasons, the most affordable transport mean must be selected. The transportation costs saved through the repatriation are offset against the insurance benefits. - for the costs incurred in relation to the transport of an insured person in case of death to the home country or the funeral at the place of death for an amount of up to EUR 10,000.

State: 24.10.2019

<b>14.</b>	<b>WAITING PERIOD:</b>	8 months for pregnancy and delivery.
<b>15.</b>	<b>DAILY PREMIUM:</b>	The minimum premium per person equals to the premium of a 10 day journey.
	<b>WORLDWIDE EXCLUDING USA / CANADA:</b>	The age of the insured person at the time of the inception date is essential
	<b>PERSONS TO 64 YEARS:</b>	EUR 1.10
	<b>PERSONS FROM 65-74 YEARS:</b>	EUR 3.30
	<b>PERSONS FROM 75 YEARS:</b>	EUR 5.50
	<b>USA / CANADA:</b>	
	<b>PERSONS TO 64 YEARS:</b>	EUR 3.30
	<b>PERSONS FROM 65-74 YEARS:</b>	EUR 9.90
	<b>PERSONS FROM 75 YEARS:</b>	EUR 16.50
<b>15.1</b>	<b>DEDUCTIBLE:</b>	No deductible.
<b>16.</b>	<b>OTHER MATTERS:</b>	No pension reserve fund will be established. You are recommended to take out a deferred insurance policy scheme.

**ADDITIONAL ADVICE:**

The insurance contract applied for is governed by German law, and is to be interpreted exclusively consistent with German law and usage of terminology. This includes, without limitation, the legal concepts and terms contained in the contract, the English translations of which may not be identical with the original German terms in their respective legal understanding. In case of discrepancy between the German version of this contract and the English version, the German version prevails.

State: 24.10.2019



## **INTERNATIONAL HEALTH INSURANCE EXPAT VISIT GENERAL AND SPECIAL TERMS AND CONDITIONS OF INSURANCE OF THE WÜRZBURGER VERSICHERUNGS-AG (AVB-EV-365/2014-PART I)**

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### **1. WHAT IS INSURED?**

1. Würzburger offers coverage for illness, accidents and other events specified in the present terms and conditions for the insured persons named in the insurance policy. In case of an insured event occurring abroad, the insurer reimburses expenditures for urgent medical treatments and other agreed services exclusively at the respective foreign location.
2. The insured event is a medically required treatment of the insured person due to an acute unforeseeable illness or consequences of an accident incurred while travelling. The insured event starts with the medical treatment and ends when no more treatment is required based on the diagnosis. Insured events also include medically required and prescribed patient repatriation and death. If the treatment must be extended to a disease or consequence of an accident that is not causatively related to the previously treated disease or consequences of an accident, a new insured event is deemed to have occurred.
3. The extent of the coverage results from the insurance policy, the application form, special written agreements and / or the General Terms and Conditions of Insurance as well as the applicable legal regulations in the Federal Republic of Germany. This applies in particular for the legal regulations indicated in the attachment that are an integral part of the insurance agreement according to the insurance conditions.
4. a) The following applies to trips from Germany:  
The coverage applies internationally for insured events occurring during a trip outside of Germany (abroad). Persons having their principal place of residence in Germany can be insured.
- b) The following applies to trips to Germany:  
The coverage applies to EU member states, including Liechtenstein, Switzerland, Norway and Iceland. All persons having their principal place of residence outside of Germany can be insured. If one of the listed countries should be the home country of the insured person, coverage does not apply in this country.
- c) The country, in which the insured person has been permanently residing for at least the last two years, has to be considered as home country.
5. Coverage applies for the period indicated in the insurance policy, but however up to a maximum of one year for non professional trips abroad. Incentive trips are considered as private trips abroad in this context. Coverage for foreign business and industrial fair guests in the Federal Republic of Germany applies for the period indicated in the insurance policy but in no case for more than 30 days. Employees of companies, authorities and associations can be insured. Persons performing professional physical activities cannot be insured, irrespectively of their profession and in spite of premium payments.

6. The insurance is operated as a indemnity insurance for a fixed premium.

### **2. WHEN DOES COVERAGE BECOME EFFECTIVE?**

1. Coverage becomes effective on the agreed date (insurance effective date) but in no case before the conclusion of the insurer and the payment of the premium.
  - a) If a direct debit authorisation is granted, the premium is considered as paid upon receipt of the direct debit authorisation by Würzburger, provided that the direct debit is cashed by the bank.
  - b) In case of credit card payments, the premium is deemed as paid upon positive authorisation by the credit card company.
2. No coverage is granted for insured events that have occurred prior to the insurance effective date.

### **3. WHEN MUST THE AGREEMENT BE CONCLUDED AND HOW LONG DOES IT REMAIN EFFECTIVE?**

1. The insurance agreement must be concluded prior to the beginning of the trip. In case of insurance contracts that are concluded subsequently to the beginning of a trip abroad, coverage applies only after the insured person has started the next trip abroad. In case of trips to Germany, a contract of insurance can also be concluded within ten days after the insured person has arrived in Germany.
2. Coverage applies for the term indicated in the insurance policy, limited to 365 days.
3. The contract of insurance terminates upon the death of the insured person.
4. The contract of insurance ends with your removal from our region of activity unless agreed otherwise.

### **4. WHICH COSTS ARE REIMBURSED?**

1. The insured person may appoint any legally approved physician or dentist in the country of stay for treatment.
2. Pharmaceuticals, bandages and remedies must be prescribed by the healthcare professionals specified in section 1.
3. In case of a required medical inpatient treatment the insured person can freely select a hospital permanently managed by a physician that operates according to generally accepted scientific methods in Germany or the country of stay.
4. The following services can be reimbursed:
  1. Necessary physician's services during stays in Germany are reimbursable up to 2.3 times the rate of GOÄ, for technical services (sections A, E and O) up to 1.8 times the rate of GOÄ, for laboratory services (number 437 and section M) up to 1.15 times the rate of GOÄ, for:
    - a) outpatient medical therapy (not for treatments by alternative practitioners), including X-ray diagnostics;
    - b) pharmaceutical products, remedies and bandages due to medical prescriptions excluding baths. Medicaments do not include nutriments and refreshment as well as cosmetic preparations, etc., even if they are prescribed by a healthcare professional and include healing ingredients. Certain nutriments similar to medicaments that are mandatorily required to avoid severe health damages, like e.g. enzyme deficit disorders, Morbus-Crohn and mucoviscidosis, are however considered as medicaments;
    - c) medically prescribed massages, medical packs and inhalations up to EUR 300 per insurance year;

- d) analgetic dental treatments, including dental fillings up to the 2.3x quote of the GOZ. Limited to up to EUR 500 per insurance year;
- e) Repair of the function of artificial dentition. 50% and up to EUR 250 per insurance year are reimbursed in this context;
- f) inpatient medical treatments, including surgical interventions and additional surgery costs in hospitals permanently managed by a physician that operate according to generally accepted scientific methods in Germany or the country of stay; treatments within Germany covered following the range of German statutory basic treatment (shared room) without elective treatments.
- g) pregnancy and delivery only if the pregnancy (fertilisation) has occurred after the insurance effective date and after the expiry of a waiting period of 8 months;
- h) transport to an inpatient treatment at the nearest suitable hospital;

- i) medically required walkers and rent of a wheelchair.  
No reimbursement claims apply if the policy holder or the insured person is entitled to reimbursement from a different, own or third-party contract of insurance concluded before or after the conclusion of the present contract. This applies in particular with regards to more general insurances, like e.g. health insurances or accident and breakdown insurances, even if these insurances include a secondary liability clause. The insurance according to this contract is considered as a more special insurance with regard to these insurances. If the other insurer objects to its liability obligation in writing, an advance payment is granted under the present agreement. The policy holder and / or the insured person is obligated to use his / her best effort to support the persecution of the claims against other insurance companies.

## 2. Additional expenses

- a) for the medically required or prescribed repatriation of an ill insured person from a foreign country to his / her permanent place of residence in his / her home country, if a sufficient healthcare cannot be ensured in the foreign country and the repatriation is required in the context of an insured treatment process. Unless otherwise required due to medical reasons, the most affordable transport mean must be selected. The transport costs saved through the repatriation are offset against the insurance benefits.
- b) for the costs incurred due to the transporting in case of the death of an insured person to the home country or the funeral at the place of death up to an amount of EUR 10,000.

## 5. WHICH LIMITATIONS APPLY TO THE PERFORMANCE OBLIGATION?

### 1. No performance obligation applies

- a) for treatments that could prior the beginning of the trip reasonably be expected to incur in case of performing the trip as planned, unless the trip was required due to the death of the spouse or a first-degree relative;
- b) for diseases and consequences as well as accident consequences, for which treatment the trip abroad is made;
- c) for treatments on the occasion of a professional activity abroad;
- d) for treatments of affective disorders or mental diseases as well as for psychosomatic treatments (e.g. hypnosis, autogenic training) and psychotherapy;
- e) for the purchase of adjuvants, like e.g. glasses, contact lenses, insoles, prostheses, etc.;
- f) for health damages and death due to acts of war and civil commotion. Coverage however applies if the insured person on a trip abroad is affected by unforeseeable acts of war or civil war. This coverage expires on the seventh day after the beginning of a war or civil war on the territory of the country in which the insured person is located;
- g) diseases or accidents resulting from wilful acts including suicide or attempted suicide and addiction, like alcohol, drugs etc.; and consequences of such diseases or accidents, as well as for detox and physical withdrawal treatments;
- h) for accommodation due to nursing dependency or custody;
- i) for cure and sanatorium treatments as well as rehabilitation measures;
- j) for examination or treatment methods and medicaments that are generally scientifically accepted neither in the respective country of stay nor domestically.

- k) for dental treatments exceeding analgetic treatments, repairs of dental and provisional prostheses as well as new prostheses including coronas, dental cosmetics as well as orthodontics.

2. If a medical treatment or other measure agreed for the performance exceeds the medically required extent or if the required remuneration is not appropriate for the conditions in the travel destination country, Würzburger is entitled to reduce the performance to a reasonable amount.
3. Würzburger reimburses the treatment costs up to the date of transportability, if a repatriation cannot be performed until the end of the trip due to the insured person's transport incapacity, but in no case for more than 90 days from the beginning of the treatment.

## 6. WHEN WILL THE INSURANCE BENEFIT BE PAID?

1. Würzburger is obligated to performance if the original invoice is submitted and the required evidence is provided. These documents become property of Würzburger. If the original documents have been provided to another insurer for reimbursement, copies of the invoices shall suffice, provided that the insurer has notified his benefit or rejection on such copies. German translations of all documents in foreign languages that are relevant for the insurance benefit, must be submitted upon our request.
2. All documents must indicate the name of the treating healthcare professional, the first name(s) and the surname as well as the date of birth of the treated person, the description of the disease and the individual medical services with treatment dates. The prescriptions must clearly indicate the prescribed medication, the price and the receipt annotation. In case of dental treatments the documents must indicate the designation of the treated teeth and the performed treatment.
3. The evidence of a medically required repatriation requires a medical confirmation of the medical requirement. In addition to the medical requirement of the repatriation, the medical confirmation must include the correct designation of the disease.
4. The assertion of claims for transport or funeral costs in case of death requires an official or medical confirmation of the cause of death.
5. Würzburger is entitled to make payments to the bearer or remitter of proper evidence documents unless Würzburger has reasonable doubt with regards to the legitimation of the bearer or remitter.
6. The costs incurred in foreign currency are converted into euro based on the applicable daily exchange rate on the date of receipt of the documents by Würzburger. The daily exchange rate for traded currencies is the official Frankfurt exchange rate. The daily exchange rate for non-traded currencies is the exchange rate according to the "World Currencies" publications of Deutsche Bundesbank, Frankfurt (Germany) according to the most recent status, unless the insured person submits a bank document to evidence that he / she has acquired the currencies required to pay the invoices at a less advantageous exchange rate due to changes of the monetary parities.
7. Costs of the remittance of insurance benefits – with the exception of bank transfers to a domestic account – can be deducted from the benefit payment.
8. Insurance benefit claims can neither be assigned nor mortgaged.

## 7. WHEN DOES COVERAGE EXPIRE?

1. Coverage expires – also for pending insured events – upon the end of the stay abroad and / or termination of the insurance relationship or upon completion of the repatriation according to clause 4, paragraph 4, section 2a, but in any case upon the expiry of the insurance.
2. If the insured person cannot return during the term of coverage due to medical reasons, the performance term is extended by up to 90 days from the beginning of the treatment, as long as the insured person cannot return home without incurring health risks.

## 8. WHICH REGULATIONS APPLY TO PREMIUM PAYMENTS?

The policy holder and / or the insured person has to pay the initial or one-time premium immediately upon receipt of the insurance policy, but in no case before the insurance effective date indicated on the insurance policy. The renewal premiums come due on the dates agreed. If the initial or one-time premium is not paid punctual when due, the provisions of §37 of the German Insurance Contract Act (VVG) apply, i.e. Würzburger is entitled to withdraw from the contract. In case of a late payment of any renewal premium, the provisions of §38 of the German Insurance Contract Act (VVG) apply.

## 9. WHAT IS TO BE CONSIDERED IN CASE OF AN INSURED EVENT (OBLIGATIONS)?

1. The insured person is obligated to avoid any actions that could result in an unnecessary cost increase.
2. The policy holder and / or insured person has to pass in all evidence documents

until the end of the third month from the end of the trip by the latest.

3. The policy holder and / or the insured person must provide to Würzburger any information required for the determination of an insured event or the performance obligation of Würzburger and the extent of such obligation upon the request of Würzburger.
4. The insured person is obligated upon the request of Würzburger, to subject himself / herself to an examination by a physician selected by Würzburger.
5. The policy holder and / or the insured person must allow Würzburger upon our request to acquire any required information. Würzburger must be authorised in this context to collect information about previous or existing health conditions or health disorders occurring until the expiry of contract, as well as with regards to accident consequences and physical infirmities and applied for, existing or terminated personal insurances. Würzburger is entitled to inquire physicians, dentists, alternative practitioners, all types of healthcare institutions, insurance organisations, health and pension offices to this extent, which are to be exempted from their professional secrecy obligation and to be authorised to provide any required information to Würzburger.
6. The policy holder and / or insured person must evidence the beginning and end of any trip abroad to Würzburger in case of an insured event.

#### **10. WHAT ARE THE CONSEQUENCES OF OBLIGATION BREACHES?**

If the policy holder and / or the insured person refuses to provide the requested information or wilfully provides incorrect information in contrast to the contractual obligations or if the policy holder and / or the insured person wilfully refuses to provide the requested documents to the insurer or breaches other contractual obligations, the policy holder's and / or the insured person's claim for a contractual performance by the insurer expires. If the policy holder and / or the insured person breaches such obligations due to gross negligence, the policy holder's and / or the insured person's claim will not expire fully but rather the insurer will be entitled to reduce his performance obligation in proportion to the level of accountability of the policy holder and / or the insured person. The insurer's performance obligation is not reduced if the policy holder and / or the insured person can demonstrate that he / she has not breached his / her obligation through gross negligence. Irrespective of any breach of the policy holder's and / or the insured person's obligation to clarification, procurement of documents or other contractual obligations, the insurer remains insofar obligated to perform the contract as the policy holder and / or the insured person can provide evidence that the wilful or gross negligent breach of his / her obligations is not relevant for the determination of the insured event or the determination of the extent and performance obligation. The complete or partial exemption of the insurer from his performance obligations is subject to the insurer having informed the policy holder and / or the insured person about this legal consequence separately in writing. If the policy holder and / or the insured person fraudulently fails to meet his / her obligation to information, clarification or the procurement of documents, the insurer is generally exempted from his performance obligation.

#### **11. IN WHICH CASES IS THE WÜRZBURGER VERSICHERUNGS-AG (WÜRZBURGER) EXEMPTED FROM THE PERFORMANCE OBLIGATION?**

Würzburger is exempted from its performance obligation if the policy holder and / or an insured person tries to mislead the insurer after the occurrence of the insured event with incorrect information about the facts that are relevant for the cause and or amount of the performance obligation.

#### **12. WHICH PROVISIONS APPLY IN CASE OF CLAIMS AGAINST THIRD PARTIES?**

1. If the policy holder or an insured person is entitled to non-insurance-related damage claims against third parties, these claims must be assigned in writing to the insurer up to the amount that is reimbursable from the contract of insurance irrespective of the legal subrogation according to §86 of the German Insurance Contract Act (VVG). The policy holder and / or the insured person are obligated to maintain their damage claim or right serving to secure this claim and to respect the applicable formal and delay requirements to this extent and to support the insurer in asserting this right to the required extent. If the policy holder and / or the insured person wilfully breaches this obligation, the insurer is not obligated to performance insofar as damages from third parties due to this breach are claimed. In case of a gross negligent breach of this obligation, the insurer is entitled to reduce its performance in proportion to the level of accountability of the policy holder and / or the insured person. The policy holder and / or the insured person bears the burden of proof with regards to the non-existence of gross negligence.
2. Würzburger is entitled to offset any indemnification received by liable third parties for incurred expenses against its performance obligations.

#### **13. WHEN CAN THE CLAIMS BE OFFSET?**

The policy holder and / or the insured person can offset against claims of Würzburger only if the counter-claim is undisputed or legally valid.

#### **14. WHAT HAS TO BE CONSIDERED IN CASE OF NOTIFICATIONS TO WÜRZBURGER?**

The policy holder and / or the insured person has to pass in declarations of intent and notifications to Würzburger in writing. Insurance brokers are not entitled to accept these documents.

#### **15. HOW CAN THE CONTRACT BE TERMINATED AFTER AN INSURED EVENT?**

1. Both parties can terminate the contract after the occurrence of an insured event. The termination must be notified in writing and submitted within one month after the closure of an insured event. Würzburger must observe a notice period of one month. Our notice of termination becomes effective after the end of the current trip in any case. In case of a termination by the policy holder and / or the insured person, the latter can request the termination to become effective immediately or at a later date, but in any case upon expiry of the current insurance period.
2. If Würzburger has terminated the contract, we are obligated to reimburse the corresponding proportion of the premium for the unexpired insurance period.

#### **16. WHICH COURT IS COMPETENT?**

The legal venue for any legal actions against Würzburger resulting from the contract of insurance is the competent court of the registered office of Würzburger or the competent courts at the address of the company's relevant branch offices. In addition, legal actions can be filed with the competent court at the place of residence of the policy holder and / or the insured person or – in default of such place of residence – the habitual residence on the date on which the claim is filed. Legal actions against the policy holder and / or the insured person resulting from the contract of insurance must be filed with the competent court at the place of residence or – in default of such place of residence – the habitual residence of the policy holder and/or the insured person.

#### **17. ADDRESS OF WÜRZBURGER**

Würzburger Versicherungs-AG, Bahnhofstr. 11, 97070 Würzburg

#### **GENERAL INFORMATION SECONDARY LIABILITY CLAUSE**

To the extent that third parties are liable in case of an insured event or an indemnification can be claimed from other insurance contracts, such performance obligations prevail. This applies in particular to benefits from legal health insurance and subsidies. If damages can be claimed from other insurance contracts, you are entitled to freely select which insurer you inform of the insured event.

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Place of business: Würzburg, Amtsgericht Würzburg HRB 3500  
Chairman of the supervisory board: Prof. Dr. Ronald Frohne  
Management board: Dr. Klaus Dimmer (Chairman), Pavel Berkovitch



## INTERNATIONAL HEALTH INSURANCE EXPAT VISIT PRODUCT SPECIFICATIONS OF WÜRZBURGER VERSICHERUNGS-AG

The following information serves to provide a first overview over the services offered to you. This information however is not exhaustive. The complete contract content is based on the application, the insurance policy and the General Terms and Conditions of Insurance. Please read the contract provisions carefully.

### 1. WHICH TYPE OF INSURANCE DO WE OFFER TO YOU?

We offer you a health insurance for illness, accidents and other events specified in the conditions occurring during a trip abroad. This insurance is based on the general insurance conditions for international health insurances (AVB-EV-365/2014) as well as any other conditions and conventions mentioned in the application that are applicable to the selected product.

### 2. WHICH RISKS ARE INSURED AND WHICH ARE EXCLUDED?

The health insurance covers the expenses as well as other agreed services for the required medical treatment for an acute illness or accident consequences while staying abroad.

a) Which trips are covered by the insurance?

Coverage applies during the insurance term up to one year for private stays abroad. For more details please see clause 1 of the AVB-EV-365/2014.

b) Where does the coverage apply?

The coverage extends to foreign countries, i.e. the territory outside of Germany for all persons having their principal place of residence in Germany. For foreign guests, coverage also applies to EU member states including Liechtenstein, Norway, Switzerland and Iceland, with the exception of the insured person's home country and / or the country in which the insured person has its permanent or habitual place of residence.

For more details, please see clause 1 of the AVB-EV-365/2014.

### 3. WHICH PREMIUM LEVEL DOES YOUR CONTRACT OF INSURANCE HAVE, WHEN DO YOU HAVE TO PAY AND WHICH CONSEQUENCES DOES AN NON-PAYMENT OR A LATE PAYMENT HAVE?

The insurance premium for the respective insured trip is indicated in the application or the insurance policy. Please pay the first or one-time premium immediately upon receipt of the insurance policy. If you grant a direct debit authorisation, please make sure to have a sufficient balance on your bank account. The coverage for the booked trip will become effective upon payment of the premium. If you fail to pay the first or one-time premium punctual culpably, we are entitled to withdraw from the contract until you have paid the outstanding amount. In this case, coverage applies from the date of the receipt of the late payment by us only. For more details, please see clause 8 of the AVB-EV-365/2014.

### 4. WHICH BENEFITS ARE EXCLUDED?

We cannot insure all potential events as this would require us to demand a significantly higher premium. We therefore have excluded some events from the coverage. The health insurance in particular does not cover medical treatments that were clearly foreseeable to be required upon the departure for the trip as well as medical treatments for diseases or accident consequences for which the trip abroad is made.

This list is not exhaustive. For details and a complete list of the reasons for exclusion, please see clause 5 of the AVB-EV-365/2014.

### 5. WHAT ARE YOUR OBLIGATIONS IN CASE OF A CONTRACT CONCLUSION AND WHAT ARE THE POTENTIAL CONSEQUENCES OF BREACHING THESE OBLIGATIONS?

You are obligated to answer the questions in the application form accurately and completely in order to enable us to check your application properly. This applies in particular to all trip information and the age of the insured persons. If you fail to meet this obligation, we are entitled to an early termination of the contract and your coverage will expire. We are furthermore entitled to adapt the insurance premiums.

For more details, please see the clauses 3 and 10 of the AVB-EV-365/2014.

### 6. WHAT ARE YOUR OBLIGATIONS DURING THE CONTRACT TERM AND WHAT ARE THE POTENTIAL CONSEQUENCES OF BREACHING THESE OBLIGATIONS?

Please read clause 3 of this product specifications for more detailed information on this topic.

### 7. WHAT ARE YOUR OBLIGATIONS IN CASE OF AN INSURED EVENT AND WHAT ARE THE POTENTIAL CONSEQUENCES OF BREACHING THESE OBLIGATIONS?

You are obligated to avoid anything that could lead to an unnecessary cost increase. You are obligated to immediately inform us about the occurrence of an insured event in writing. You are obligated to provide any information required to determine the insured event and the performance extent upon request when applying for insurance benefits, including the invoices and medical reports, e.g. the exemption of your physicians from their professional secrecy obligation or – if requested by us – agree to an examination by a physician selected by us.

A failure to meet these obligations can lead to a complete or partial loss of the coverage.

For more details, please see the clauses 9 and 10 of the AVB-EV-365/2014.

### 8. WHEN DOES COVERAGE BECOME EFFECTIVE? WHEN DOES COVERAGE EXPIRE?

Coverage becomes effective on the date mentioned in the insurance policy subject to a timely payment of the premium. The requested effective date of your coverage is specified in clause 3 of this product specification, which also includes information on the contract term and expiry.

The contract expires without notice upon the end of the stay abroad, but however on the expiry date mentioned in the insurance policy by the latest.

For more details, please see clause 7 of the AVB-EV-365/2014.

### 9. HOW CAN YOU TERMINATE YOUR CONTRACT?

Both parties are entitled to an early termination, even if a service has been delivered or you have filed a performance claim against us. The contract can be terminated within one month from the end of the negotiations for an indemnification.

For more details, please see clause 15 of the AVB-EV-365/2014.

# WÜRZBURGER VERSICHERUNGS-AG

## Customer information according to regulation of the disclosure duty for insurance contracts (VVG-infoV)

### Information on insurance company

**1. Identity, address for service of the insurer and responsible supervisory authority**  
Insurer is Würzburger Versicherungs-AG, a public limited company of German law.  
Würzburger Versicherungs-AG  
Bahnhofstraße 11, 97070 Würzburg, Germany  
Telefon: +49 931 2795-0  
Telefax: +49 931 2795-291  
www.wuerzburger.com  
Commercial register: headquarters in Würzburg, HR Würzburg B 3500  
Chairman of supervisory board: Prof. Dr. Ronald Frohne  
Management board: Dr. Klaus Dimmer (chairman), Pavel Berkovitch

Würzburger Versicherungs-AG is subject to supervision by federal institute of financial service supervision, Graurheindorfer Str. 108, 53117 Bonn, Tel. + 49 (0) 228 4108-0, internet: www.bafin.de In case you do not agree with a decision or behaviour on our part and even a complaint to our management board did not redress you can contact via a petition the federal institute of financial service supervision. The opportunity of taking legal actions because of the complaint is unaffected from that.

### 2. Principal business activity of the insurer

Principal business activity of Würzburger Versicherungs-AG is the business of travel-, legal liability-, accident-, and property insurances for private households.

### 3. Data on existence of a guarantee fund (or the like)

For your insurance no guarantee fund or the like are existing.

### Information on provided service

#### 4. Essential features of contractual provision

Application, insurance policy and possible supplements are the basis of the insurance contract. According to the requested extent of coverage general insurance conditions, special conditions and additional clauses to the appropriate products are valid and maybe also agreements with you and legal provisions. Significant for the scope of the conditions is the selected extent of coverage according to application, insurance policy and possible supplements. Details of contract basis can be inferred from the product information sheet.

#### 5. Essential features of insurance benefit

The insured type of services results from application and insurance policy. The compensation is due if our obligation is diagnosed because of cause and amount. After that payment of compensation is effected within two weeks. Details of insured services can be inferred from the product information sheet.

#### 6. Total price of insurances (premium)

The payable total price results from the scope of the chosen insurance coverage and can be inferred from the application. It also contains insurance tax and maybe fees for instalment payment. Details of price and its components can be inferred from the product information sheet.

#### 7. Additional incurred costs

Except of possible dunning charges and costs in case of dishonour of direct debits within a direct debiting service despite granted debit order no other fees or costs are arising. If you phone us, send a fax or an e-mail prices of your telecoms or mobile communications provider will be valid.

#### 8. Payment and fulfilment

The first or only premium is due immediately after conclusion of the insurance contract (regardless from existing of the right to cancel) but not before the commencement of insurance mentioned in the insurance policy. All other premiums (subsequent premiums) have to be paid to the agreed due date. Insurance coverage starts with payment of the owed premium (first premium) however not before the agreed time of the commencement of insurance. If the first premium is not paid on time but later commencement of insurance starts then. This is not valid if you prove that you are not responsible for non-payment or delayed payment.

#### 9. Period of validity for offers

The offer- and application documents provided are based on premiums, insurance benefits, insurance conditions and customer information which are valid at the time of delivery.

### Information on insurance contract

#### 10. Realization of the contract

The insurance contract is been realized by two corresponding declarations of intention. Your declaration of intention is the application or in case of a contract of distance selling act (via telephone, via internet) your declaration of intention in this connection, our declaration of intention is the insurance policy. You are bound to your contract for 14 days (application acceptance period). The contract is becoming legal with arriving of the insurance policy at you.

#### Cancellation policy according to § 8 Abs. 2 Nr. 2 VVG

##### 11. Right to cancel

Your contractual statement can be revoked without giving any reasons by means of a clear declaration in writing (e.g. letter, fax or e-mail) within 14 days. The period of time starts after receiving insurance policy, contractual provisions including general insurance conditions, further information according to § 7 Absatz 1 and 2 of the German law on insurance contracts in combination with §§ 1 to 4 of VVG-disclosure duty contractual rule and this caution in writing. For contracts of electronic business dealings (§ 312 i Absatz 1 Satz 1 of the German civil code) however not before fulfilment of our duties according to § 312 i Absatz 1 Satz 1 of the German civil code in combination with Artikel 246 c of the introductory act to German civil code. For protection of the period of time for revocation the punctual dispatch of the revocation is sufficient.

The revocation has to be addressed to:

WÜRZBURGER VERSICHERUNGS-AG, Bahnhofstraße 11, 97070 Würzburg

In case of a revocation via fax it has to be addressed to the following fax number: 0931.2795-290

In case of a revocation via e-mail it has to be addressed to the following e-mail address: widerruf@wuerzburger.com

##### Consequences of revocation

In case of an effective revocation your insurance coverage ends and we will reimburse the omitted part of the premium for the time after receiving of revocation provided that you have agreed that insurance coverage had started before ending of the period of time for revocation. In this case the part of the premium for the time until receiving of the revocation is kept at our company. Here it is about an amount of the number of days for which insurance coverage was existing, multiplied by 1/30 of the monthly amount. The reimbursement of repaid amounts occurs immediately but 30 days after receiving of revocation at the latest. In case that insurance coverage begins not before end of the period of time for revocation the effective revocation results in grant back of received services and drawn use (e.g. interest).

##### Special advices

Your right to cancel expires when the contract is completely performed by both by you and also by us at your explicit request before you have exercised your right to cancel.

*End of information on rights of revocation.*

##### 12. Contract period

The possible contract period can be inferred from the application. Insurance coverage is extending for another year if it is not terminated in writing by you or us three months before expiration of the insurance contract. Unless it was agreed that the contract would end after expiration on the last day of the contract period.

##### 13. Termination of contract

Under certain circumstances the requested insurance coverage can maybe be terminated by you before ending of the agreed contract period.

Below we are listing this certain circumstances:

###### **Termination after claim**

After a liable to pay claim you have the opportunity to terminate the concerning contract within one month after settlement of the negotiations about the compensation. You do not have the opportunity to terminate later than to the end of the current contract period.

###### **Termination after loss of risk**

If the insured risk is disappearing after begin of insurance your insurance coverage will expire, but however at the earliest at the moment we have knowledge of the loss of risk.

Please note that for above mentioned issues a possible termination has to be effected in writing to: Würzburger Versicherungs-AG, Bahnhofstraße 11, 97070 Würzburg, telefax: 0931.2795-291; e-mail: info@wuerzburger.com

###### **Termination effected by us**

Under certain circumstances we can also terminate the insurance contract. We can terminate the contract at violation of pre-contractual duties to notify, after risk increase because of change or remission of legal regulations, at paying of subsequent payment not in time, at violation of a responsibility, after occurrence of an insurance case or at increase of risk.

##### 14. Applicable law

The concerning contract is subject to German law in all of its parts even with regard to all questions concerning realization and effectiveness, unless this is contrary to international law.

##### 15. Language

For terms of contract, pre-information and the communication during the contract period the German language is valid.

##### 16. Complaint and legal redress procedures

Würzburger Versicherungs-AG is a member of the Versicherungsombudsmann e.V. and of Verbandes der Privaten Krankenversicherung e.V. Therefore you have the opportunity to make use of the free and out of court arbitration proceedings if you are not satisfied with our decision. The opportunity of taking legal actions is unaffected from that.

Addresses:

Versicherungsombudsmann e.V. Postfach 080632, 10006 Berlin, e-Mail: info@versicherungsombudsmann.de, web: www.versicherungsombudsmann.de

Ombudsmann Private Kranken- und Pflegeversicherung, Postfach 06 02 22, 10052 Berlin, web: www.pkv-ombudsmann.de

Online settlement of a dispute

A platform via which you have the opportunity of out-of-court online settlement of a dispute was set up by the EU Commission. You will reach the platform via the following link: <http://ec.europa.eu/consumers/odr/>

**HEALTH INSURANCE FOR NON PROFESSIONAL JOURNEYS UP TO 365 DAYS****EXPAT VISIT APPLICATION****APPLICANT / PARTY ENTITLED TO INSURANCE:**

Surname:	First name(s):	Date of birth:
Street, house number:	Addition:	Current occupation:
Postcode: D-	City:	No. of membership, if existing:
Phone:	Fax:	e-mail:

**PAYMENT DETAILS:** (SEPA direct debit mandate stated below)

Bank:	Acc.-No.:	Sort Code:
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Account holder, if not applicant:

Signature account holder:

**INFORMATION ON ADDITIONAL HEALTH INSURANCE:**

Do you have additional health insurance?*	<input type="checkbox"/> Non <input type="checkbox"/> Yes, with:	Insurance no.:
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**THE FOLLOWING PERSONS ARE TO BE INCLUDED IN THE INSURANCE: (PLEASE SPECIFY EACH INSURED PERSON!)**

Insured person	Surname, First name(s)	Sex*		Nationality	Date of birth	Passport number	Planned country of residence	USA / Canada*	
		m	f					yes	no
1.									
2.									
3.									

**CALCULATION OF PREMIUMS:**

Insured person	Start of insurance including (Day / Month/ Year)**	End of insurance up to and including (Day / Month / Year)	Travel data (from / till)	Number of days (maximal 365 days)	Without USA / Canada from EUR 1.10 per day	With USA / Canada from EUR 3.30 per day	Once-only premium to pay
1.					EUR	EUR	EUR
2.					EUR	EUR	EUR
3.					EUR	EUR	EUR

(\*please tick) (\*\* Earliest one day after the insurer has received the applications)

**TOTAL ONCE-ONLY PREMIUM:**

EUR

Important note: The application, the insurance confirmation and the General Terms and Conditions of Insurance for the Expat Visit (AVB-EV-365/2014) are essential for the contract. By signing the agreement, you confirm the timely receipt prior to filing the application of the AVB-EV-365/2014, the product specifications and the the customer information according to the Regulation on Information Obligations on the contract of insurance in written form. You can withdraw your declaration of agreement within 14 days from the date of receipt of the insurance policy. In case of deliberate incorrect information, the insurer is entitled to withdraw from the contract according to §19 of the German Insurance Contract Act. **SEPA direct debit mandate:** I hereby authorise Würzburger Versicherungs-AG to debit the premiums from my account. I hereby authorise my bank to redeem the debit notes presented by Würzburger Versicherungs-AG. Important note: As a part of my rights I can claim a refund of the debited amount within eight weeks from the date on which my account was debited. Terms and Conditions of my agreement with my bank apply. I will be informed in advance - latest one calendar day – about the SEPA direct debit under specification of the due date.

Recipient of the payment: Würzburger Versicherungs-AG, Creditor Identifier: DE30ZZ00000030954, Mandate Reference follows separate.

Place, date:

Signatures:

Applicant / Insured person(s)

Insurer: Würzburger Versicherungs-AG, Bahnhofstr. 11, D-97070 Würzburg; Policy holder: BDAE Dienstleistungsgesellschaft mbH