

Instruction of Revocation in case of contract amendment

Section 1

Right of Revocation, Consequences of Revocation and Specific remarks

Right of Revocation

You may cancel your contractual declaration within a cancellation period of 14 days without stating the reasons in writing (e.g. letter, fax, e-mail).

This period begins at the time you receive

- the insurance certificate or the insurance confirmation,
- the insurance conditions

including the general terms and conditions of insurance applicable to this contractual relationship, which in turn include the tariff provisions (if you have not received them already),

- these instructions,
- the information sheet about insurance products,
- and the further information listed in section 2;

all information must be in text form.

Sending the cancellation in good time is sufficient to comply with the cancellation period.

The revocation shall be addressed to:

Hallesche Krankenversicherung a.G.
Löffelstraße 34–38, 70597 Stuttgart (Degerloch)

In the event of revocation by fax, it shall be sent to the following fax number: 0711 6603-333

Consequences of Revocation

The contract shall be executed in accordance with the amended insurance contract for the period up to the receipt of the notice of revocation, provided you have consented to the amended insurance coverage commencing prior to the expiration of the revocation period. In such a case, the insurer may retain the portion of the premium attributable to the period up to the receipt of the notice of revocation; this amount is calculated as 1/30th of the total monthly premium for the amended contract – as stated in the insurance policy or confirmation of insurance – for each day that insurance coverage was in effect. In this instance, you may retain any insurance benefits received under the amended insurance contract due to an insured event prior to exercising your right of revocation.

If the amended insurance coverage does not commence before the end of the revocation period, an effective revocation entails the obligation to return any benefits received. The contract continues unchanged in its previous form. Mutual benefits remain owed in accordance with the terms of the previously existing contract.

Benefits or payments received must be returned without delay and no later than 30 days after cancellation. For the insurer, this period begins upon receipt of the notice of cancellation; for the policy holder, it begins upon dispatch of the notice of revocation.

If you have effectively exercised your right of revocation with regard to the insurance contract, you will not be bound to any other contract in connection with the insurance contract. Such a contract is given, if it is in connection with the revoked contract and if a service of the insurer or a third party on the basis of an agreement among a third party and the insurer is concerned. You will not incur any costs as a result of exercising the right of revocation.

Specific remarks

If you do not exercise your right of revocation, you will remain bound by the amended contract.

You forfeit your right to cancel if both you and the insurer have completely fulfilled both of your obligations under the contract before you made use of your right to cancel the contract.

Your right of revocation will expire no later than twelve months and 14 days after the conclusion of the contract amendment.

Section 2

List of further information necessary for cancellation period to begin

In connection with the further information specified in section 1, second sentence, the following lists each individual information obligation:

Subsection 1

Information obligations for all insurance lines

The insurer must provide the following information to you:

1. the identity of the insurer and any subsidiary through which the contract is intended to be signed; the insurer must also specify the companies register in which the underlying legal entity is recorded and the associated registration number
2. (if the insurance is to be managed by a third-party administrator) the identity of a representative of the insurer in the member state of the European Union in which you are domiciled if such a representative exists, or the identity of a commercially active individual who is distinct from the insurer if you have commercial dealings with this individual along with the capacity in which this individual will be acting in dealings with you
3. a) an address of the insurer that is capable of service of legal documents and every other address that is significant for the business relationship between the insurer and you; for legal entities or associations or groups of individuals: the name of a person authorised to represent the entity/association/group; if the information is communicated by sending the contractual provisions that include the general terms and conditions of the insurance: the information must be in a form that is emphasised and designed to be clear
b) (if the insurance is to be managed by a third-party administrator) every other address that is significant for the business relationship between a representative of the insurer or another commercially active individual within the meaning of sub-subsection 2 and you; for legal entities or associations or groups of individuals: also the name of a person authorised to represent the entity/association/group; if this information is communicated by sending the contractual provisions that include the general terms and conditions of insurance: the information must be in a form that is emphasised and designed to be clear
4. the insurer's main business activity
5. information about the existence of a guarantee fund or other compensation arrangements; the name and address of the guarantee fund must be provided
6. the essential characteristics of the insurance benefit(s), particularly information about the nature and scope of the insurer's benefit(s) and when it/them are due
7. the total price of the insurance including all taxes and other pricing components, with premiums being presented individually; if the insurance is intended to comprise multiple independent policies or if an exact price cannot be provided: information about the foundations for calculating the price, allowing you to review the price
8. specifics about payment and fulfilment, including about how to pay the premiums
9. information about how the contract takes effect, especially about the beginning of the insurance and insurance cover and the duration of time for which the applicant will be bound to his or her application
10. the existence or non-existence of a right of cancellation and the terms and conditions, the specifics for exercising this right – including the name and address of the person to whom the cancellation must be declared – and the legal consequences of cancellation, including information about the amount that you might need to pay if you cancel the contract; if the information is communicated by sending the contractual provisions that include the general terms and conditions of the insurance: the information must be in a form that is emphasised and designed to be clear
11. a) information about the term of the contract/policy period
b) information about the minimum duration of the contract

12. information about ending the contract, particularly information about the contractual terms and conditions for terminating it, including any penalties; if the information is communicated by sending the contractual provisions that include the general terms and conditions of the insurance: the information must be in a form that is emphasised and designed to be clear
13. the member states of the European Union whose laws the insurer uses as a basis for initiating relations with you before signing the insurance contract
14. the laws governing the contract or a contract clause about the laws or court governing the contract
15. the languages in which the insurance terms and conditions and the advance information specified in this subsection are communicated and the languages in which the insurer is required to conduct communication with your approval while this contract is valid
16. any potential recourse that you may have to an out-of-court complaints or legal redress procedure and, if applicable, the requirements for this recourse; this information must explicitly point out that your option to take legal action is not affected by such recourse
17. the name and address of the competent supervisory authority and information about the option to lodge a complaint with this supervisory authority

Subsection 2

Additional information obligations for this health insurance

For this health insurance, the insurer must provide you with the following information in addition to the information set out above:

1. information in euros about the amount of the costs built into the premium, with the contract conclusion costs that are built into the premium being presented as a single total amount and the other built-in costs being presented as a proportion of the annual premium and the relevant policy period being spelled out with this information; for the other built-in costs, the built-in administration costs must also be presented separately as a proportion of the annual premium and the relevant policy period must be spelled out with this information
2. information in euros about other potential costs, in particular costs that can arise one time only or for special reasons
3. information about the effects of rising healthcare costs on the future development of the premium
4. information about the possibilities for limiting the premium amount in old age, particularly about the possibilities for switching to the basic tariff or other tariffs under § 204 of the German Insurance Contract Law and for agreeing on policy exclusions and about the possibilities for reducing the premium under § 152 Para. 3 and 4 of the German Insurance Supervision Law
5. information about how switching from private to public ("statutory") health insurance at an advanced age is usually prohibited
6. information about how switching between private health insurers or policies at an advanced age can be associated with higher premiums and, if relevant, about how switching to the basic tariff might be restricted
7. an overview in euros of the premium development (i.e. increases and decreases) in the ten years preceding the offer of insurance; information must be provided about what monthly premium would have been payable in each of the ten years preceding the offer of insurance if the insurance contract had been concluded in those years by a person of the same gender as you, joining the insurer at an age of 35; if the tariff on offer has not yet existed for ten years, the time at which the tariff was launched must be used as a basis and information must be provided about how the meaningfulness of the overview is limited due to the short amount of time that has passed since the tariff was launched; in addition, the development of a comparable tariff that has existed for ten years must be presented

Yours
Hallesche Krankenversicherung