

**Hallesche**  
Krankenversicherung  
auf Gegenseitigkeit  
70166 Stuttgart  
Gruppenversicherung  
service@hallesche.de  
www.hallesche.de

## **Application for temporary stays in Germany**

**on the basis of the group insurance contract and the general insurance conditions**

# Information of the Consequences of the Violation of the Disclosure Obligation

## Dear Customer,

So that we can check your application/your demand for an offer properly, it is necessary for you to answer the enclosed questions truthfully and completely. Such circumstances which you may deem to be trivial should also be included.

If you or any of the persons to be insured do not wish to disclose information in this instance, you may remedy this situation by writing to the Board of Directors in Stuttgart within seven days. Your details will be treated in the strictest confidence in any case.

Please note that you will jeopardise your insurance cover if you give incorrect or incomplete information. Please see the information below for more detailed information on the consequences of violation of the disclosure obligation.

## What pre-contractual disclosure obligations exist?

You are obliged, prior to submission of your contractual declaration, to disclose truthfully and completely all material circumstances known to yourself, which we have requested in writing. If we request material circumstances in writing after your contractual declaration but prior to contract acceptance, you are obliged to disclose to this extent.

## What consequences may occur if a pre-contractual disclosure obligation is violated?

### 1. Withdrawal and lapsing of insurance cover

If you violate the pre-contractual disclosure obligation, we can withdraw from the contract. This does not apply if you can prove that there is neither malice aforethought nor gross negligence.

In the event of gross negligent violation of the disclosure obligation, we have no right to withdraw if we had concluded the contract in the knowledge of the undisclosed circumstances, even in accordance with other conditions.

There is no insurance cover in the event of withdrawal. If we declare withdrawal after occurrence of the insurance case, we remain obliged to provide benefits if you prove that the undisclosed or incorrectly disclosed circumstance was the cause of

- neither the occurrence or establishment of the insurance case
- nor the establishment or the extent of our benefit obligation.

However, our benefit obligation does not apply if you have fraudulently violated the disclosure obligation.

In the event of a withdrawal, we are entitled to that part of the premium which corresponds to the contractual period which has elapsed up to the implementation of the withdrawal declaration.

### 2. Termination

If we are unable to withdraw from the contract because you have only violated the disclosure obligation with slight negligence, we can terminate the contract giving one month's notice.

Our termination right is excluded if we had concluded the contract in the knowledge of the undisclosed circumstances, even in accordance with other conditions.

### 3. Contract amendment

If we are unable to withdraw or give notice to terminate because we had concluded the contract in the knowledge of the undisclosed risk factors, even in accordance with other conditions, the

other conditions become part of the contract at our request. If you have negligently violated the disclosure obligation, the other conditions will become part of the contract retroactively. This may also lead to us not being obliged to reimburse the costs for events insured already having occurred or occurring in future if conditions have been or are the cause for these which have not been mentioned or which have not been mentioned correctly. If you have inadvertently violated the disclosure obligation, we are not entitled to amend the contract.

If the premium increases by more than 10% as a result of the contract amendment or if we exclude the risk cover for the undisclosed circumstance you can terminate the contract within one month from receipt of our letter on the contract amendment. We will refer to this right in our letter.

### 4. Exercising of our rights

We can only invoke our rights to withdrawal, termination or contract amendment within one month in writing. This period begins on the date on which we gain knowledge of the violation of the disclosure obligation which justifies our invoked right. In exercising our rights, we have to state the circumstances on which our declaration is based. We can state further circumstances for justification retroactively if the period for this purpose in accordance with Clause 1 has not expired.

We cannot invoke the rights to withdrawal, termination or contract amendment if we had knowledge of the undisclosed risk factor or the inaccuracy of the disclosure.

Our rights of revocation, cancellation and modification of the contract expire after the period of three years after the conclusion of the contract. This does not apply for events insured against which have occurred before this period. The period is ten years if you have violated the obligation of disclosure intentionally or fraudulently.

### 5. Representation by another person

If you are represented by another person for the conclusion of the contract, the knowledge and malevolence of your representative as well as your own knowledge and malevolence have to be considered as far as the obligation of disclosure, the revocation, the cancellation, the modification of the contract and the preclusive time limit are concerned for the execution of our rights. You may only refer to the fact that the obligation of disclosure has not been violated intentionally or grossly negligently if neither your representative nor you may be charged for it.

Hallesche  
Krankenversicherung auf Gegenseitigkeit

# Application for temporary stays in Germany

on the basis of the group insurance contract and the general insurance conditions

Received on	Health Insurance Policy No.	GRP	Nursing Care Insurance Policy No.	GRP 1391	Agent No. (with Hallesche)	Antragsnummer
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**Main person insured/Employee**

Mr.  Ms.

Surname/Title

First Name

Street

National/Postal Code Place of Residence

Personnel-n°

Telephone (voluntary detail) Fax (voluntary detail)

E-Mail (voluntary detail)

**Policy holder/Employer**

**Please use one form per family**

The following persons are  registered to  cancelled from the insurance coverage.  
**Please note the "Information of the Consequences of the Violation of the Disclosure Obligation" after the cover page.**

Person n°.	First Name (possibly different surname)	Date of birth day/month/year	Sex m/f	Nationality	Actual day of entry to Germany day/month/year	Estimated day of departure from Germany day/month/year
1						
2						
3						
4						
5						
6						

person 1 2 3 4 5 6

**Please mark the tariffs according to which insurance coverage is required**

**1. Health insurance coverage for temporary stays up to 5 years**

for out-patient and in-patient medical treatment as per tariff **BD**  1  2  3  4  5  6

for dental treatment and dentures as per tariff **BDZ.E** or  1  2  3  4  5  6

for dental treatment and dentures as per tariff **BDZ.**  1  2  3  4  5  6

**2. Daily benefits insurance** (can only be taken out by the main person insured).  
 Please state the amount of daily benefit of the respective tariff rate.

as per tariff **EKT.43**, daily benefit in €

as per tariff **EKT.92**, daily benefit in €

as per tariff **EKT.** , daily benefit in €

Does the person to be insured belong to any professional corporation during his or her temporary stay?  yes  no

Have you been posted to Germany from the EU/EEA/Switzerland or the USA?  yes  no

If "yes", Compulsory Nursing Care Insurance is not required.

If "no": are you planning to stay in Germany for longer than 12 months?  yes  no

If "yes", an Application to the Compulsory Nursing Care Insurance is required. Please enclose an "Application to Compulsory Nursing Care Insurance" (form VG 410/6E) and the "Declaration to the state of health of the persons to be insured" (form VG 410/5E).

If you are not planning to stay for longer than 12 months, you are already giving your consent to Compulsory Nursing Care Insurance being added after 12 months in the event that your stay extends beyond a 12-month period.

Details only required if a contribution-free co-insurance of children is wished:  
 Do the children under 18 years of age have an own income?  yes  no

**Period of previous insurance coverage**  
(to be filled in if you choose tariff BD)

If you have been insured in a timely limited tariff with another insurer since your entry, we require the period and the name of the insurer:

Period from-to

Insurer

**Declaration of Data Protection**

The arrangements of the group insurance contract are valid. The main person insured has received the information sheet "Data Privacy Information for our Insurance Clients" or hands in the declaration of data security on the form "Declaration to the State of Health" (form VG 410/5E).

**Important information for applicant and agent**

Please check that the information in the application is correct and complete.  
Please note the **"Information of the Consequences of the Violation of the Disclosure Obligation"** after the cover page.  
**Please also read the information and declarations on the following page.** They are an important component of the contract. The declarations become part of the application through your signature. You also agree that the insurance cover starts prior to the expiry of the cancellation period if necessary.

You also consent to Compulsory Nursing Care Insurance being added in the event that your stay extends beyond a 12-month period.

**You may cancel your contractual declaration within two weeks. See the detailed information on the following pages in the attached form "Instruction of Revocation".**

**Signature**

Place/date

Stamp/signature of the policy holder/employer

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## **Important Information and Declarations by the Applicant and the Person to be insured**

### **Applicable Right**

German law is applicable for this contract.

### **Confirmation of income/sick pay period**

I expressly confirm, if I have applied for daily sickness benefit insurance, that the daily benefits for which I have applied (if applicable together with any other existing or pending claims on statutory or private daily sickness benefit providers elsewhere) do not exceed my insurable net income (see "Income calculation for daily sickness benefits") of the last 12 months. If I am an employee, I also confirm that the selected waiting period is not shorter than the period of my entitlement to continuation of remuneration in the event of sickness.

### **Customer Money Insurance**

Insurance agents of Hallesche Krankenversicherung are not authorised to accept payments which the policy holder/principal insured person makes to them, unless Hallesche Krankenversicherung has issued a written authorisation to the insurance agent.

### **Income calculation for daily sickness benefits – Definition net income**

Insurable net income is calculated as follows:

- Employees
  - 80% of the income out of employed work which is relevant for the taxes (gross wage).
  - Only those cash benefits of the employer are considered which are agreed upon in the contract and which are paid to the employee regularly – that is at least once a year.

If the policy holder/principal insured person gives proof that the tax on the gross wage is less than the 2% lump-sum tax, he or she may request that the actual taxation is relevant.

### **The insurer's consent to daily benefits insurance**

I am aware that the conclusion of further or an increase of existing hospital and/or daily sickness benefits insurance is only possible with the consent of Hallesche Krankenversicherung. In the event of deliberate or grossly negligent violation of this obligation, Hallesche Krankenversicherung is entitled, according to Section 28 of the Insurance Contract Act (VVG) ("Versicherungsvertragsgesetz"), to terminate the insurance contract without notice and/or to refuse benefits if applicable.

### **Co-insurance from birth**

I am aware that the co-insurance of a newborn baby is possible without any risk assessment if the requirements of the General Insurance Conditions are fulfilled.

### **Entry age**

Entry age is the difference between the year of birth and the calendar year in which the insurance contract comes into effect or is amended.

### **Contract conclusion**

I am aware that the insurance contract starts upon receipt of the application at Hallesche Krankenversicherung. Insurance cover exists – with reservation of any agreed health check – from the date stated on the application, but not prior to receipt of the application at Hallesche Krankenversicherung. On the other hand, the insurance may start up to two months prior to receipt of the application at Hallesche Krankenversicherung if provided for in the General Insurance Conditions. The premiums and any necessary risk supplements are payable from the start of the insurance cover.

# Instruction of Revocation on Comprehensive Insurance

## 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 confirmation,
- the insurance conditions including the general terms and conditions of insurance applicable to this contractual relationship, which in turn include the tariff provisions,
- these instructions,
- the information sheet about insurance products,
- and the further information listed in section 2 – if and as far as this information is possible according to the kind of the group insurance contract –;

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

If the cancellation is valid, the insurance cover will end. If you agreed to have the insurance begin before the cancellation period ends, the insurer must refund you the portion of the premiums that was payable for the time after receipt of the cancellation notice.

The insurer will be permitted to retain the portion of the premiums that is payable for the time up to receipt of the cancellation notice; this portion will be calculated as one-thirtieth of the total monthly premium stated on the insurance confirmation for each day that insurance cover existed. The insurer must refund repayable amounts without undue delay and no later than 30 days after receipt of the notice of cancellation.

If the insurance cover is not starting prior to the expiry of the revocation period then the effective revocation results in reimbursing the received benefits and to return the therefrom obtained benefits (e.g. interests).

If you have applied your right of cancellation to the insurance contract and it is valid, 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. No contract penalty may be agreed upon or may be demanded.

#### Specific remarks

Your right to cancel is void if both you and the insurer have completely fulfilled your and its obligations under the contract based on your explicit request prior to you exercising your right to cancel.

## 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
  - 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**