

ISIG plan
**International student health
insurance Germany**

GENERAL INSURANCE CONDITIONS (GIC)

ADICAVBS-YT-1002





Conditions of Health Insurance – International Student Health Insurance Germany

Dear client

The scope of your insurance cover is set out in the insurance certificate, any separate written agreements, these Conditions of Insurance and the statutory provisions that apply in the Federal Republic of Germany. In these Conditions of Insurance, the policyholder and insured persons are referred to as “you”. You are the policyholder if you have taken the insurance contract out with Advigon. You are an insured person if you have been included in the scope of cover, for example as the person travelling with the policyholder. As the policyholder, you can also be an insured person. These Conditions of Insurance apply to you as the policyholder and to you as the insured person.

Your Conditions of Insurance consist of three sections.

Section I provides an overview of the types of benefits and the benefit amounts provided for as part of this rate.

Section II provides explanatory information on the insured group of people, the conclusion periods and premium payments, in particular.

The exact wording concerning the types of benefits is provided in Section III.

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Section I – Overview of benefits

You can find the exact wording concerning the insured benefits and events under the listed points in Section III – Description of benefits.

Insured benefits		
The amount of the benefit is based on the rate you have chosen		
2.1.1	Outpatient medical treatment pursuant to the Scale of Fees described in Section III 1.2	100%
2.1.2	Pain-relieving dentistry pursuant to the Scale of Fees described in Section III 1.2 per insurance year	EUR 250
2.1.3	Medication and bandages	80 %
2.1.4	Radiation, light and other physical treatments	100%
2.1.5	Aids as a result of an accident	100%
2.1.6	Surgery	100%
2.1.7	Inpatient treatment on a general (not private) ward (room containing several beds), excluding optional benefits (treatment by a private doctor)	100%
2.1.8	Medically necessary rehabilitation measures	100%
2.2	Denture due to an accident	EUR 500
2.3.1	Pregnancy treatment and treatment for premature birth	100%
2.3.2	Pregnancy examinations, per policy year (waiting period of 8 months) Deliveries, including examination and treatment costs by midwives (waiting period of 8 months)	EUR 250 100%
2.4.1	Patient transportation for inpatient treatment	100%
2.4.2	Repatriation where it makes medical sense	100%
2.4.3	An accompanying person during return transport	100%
2.5	Return of body to home country or burial in the Federal Republic of Germany	EUR 30,000
2.6	Telemedical consultation sessions	100%
2.7	Run-off liability until the patient is able to travel again for a maximum period of	Three months
Excess		
Depending on your rate, the excess is EUR 0 or EUR 400 per insurance year. You can find details in your insurance policy.		

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International Student Health Insurance Germany

Section II – General provisions

1 Policyholder, insurable persons and eligibility for insurance

- 1.1 The policyholder is the natural person or legal entity that took the insurance contract out with Advigon. Insured persons are the individuals specified in the insurance certificate for whom the premium was paid. Newborns of insured persons are insured at the corresponding rate from the time of birth onwards (see age structure). This is subject to the proviso that:
- they are insured with Advigon with retroactive effect within two months of the date of birth;
 - the insurance contract of one of the parent's has been in place for an uninterrupted period of at least three months; and
 - no other insurance cover is in place.
- 1.2 The following individuals are insurable at the time the application is submitted: au-pairs, students, interns, scholarship holders or PhD students, participants in work and travel programmes or other individuals who can prove that they are travelling to the Federal Republic of Germany temporarily for further education purposes, as well as family members accompanying them (only spouses, registered partners and children younger than age 18), until these individuals have turned 40, provided they have foreign citizenship and their permanent place of residence abroad.
- 1.3 The following individuals are not eligible for insurance despite premiums being paid:
- 1.3.1 Individuals who are subject to mandatory statutory health and/or long-term care insurance in the country of stay.
- 1.3.2 Individuals who are in permanent need of long-term care and individuals who are permanently excluded from participating in society. The mental condition and objective life circumstances of the individual concerned, in particular, are to be taken into account for the purposes of this classification. The term "in need of long-term care" applies to individuals who largely require assistance from third parties for everyday activities.
- 1.3.3 Individuals who are professional sportspeople.
- 1.4 The insurance contract cannot be concluded for individuals who do not meet the requirements set out in points 1.1 and 1.2, even if the premium is paid. If the premium is paid for these individuals nonetheless, then the amount is available to the sender.

2 Conclusion, inception, term and termination of the insurance contract and the insurance cover

2.1 Conclusion and inception of the insurance contract

- 2.1.1 The application to take out an insurance contract can be submitted at any time. It is to be submitted for the entire remaining duration of the stay.
- 2.1.2 The insurance contract is concluded when the corresponding application has been completed in a due and proper manner and received by Advigon, and when Advigon sends you confirmation of cover. The application is only considered to have been completed in a due and proper manner if all of the required information has been provided clearly and in full.
- 2.1.3 The insurance contract cannot be concluded if the provisions set out in points 2.1.1 or 2.1.2 are not adhered to, even if the premium is paid. In such cases, the premium paid is available to the sender.

2.2 Inception of the insurance cover

The insurance cover will commence at the time specified in the insurance certificate (contract inception date) following the end of the waiting periods. This is subject to the proviso that the insurance contract has been established. No benefits will be paid for insured events occurring prior to the contract inception date or before the end of the waiting period.

2.3 Term

The insurance cover applies for the agreed term. The maximum insurance period is 60 months. The maximum insurance period also applies taking equivalent insurance contracts that were not previously in place with Advigon into account.

2.4 Termination

The statutory provisions on the extraordinary right of termination will remain unaffected by these agreements. The insurance cover ends upon the termination of the insurance contract. The insurance contract will end, also for insured events that are not yet completed and/or pending insured events:

- 2.4.1 at the agreed point in time;
- 2.4.2 upon the death of the policyholder; the insured persons can continue the insurance contract, providing the name of the future policyholder, within a period of two months after the policyholder's death;
- 2.4.3 if the requirements governing eligibility for insurance cease to be met; and
- 2.4.4 in the event of repatriation, upon arrival at the nearest suitable hospital in your home country.

2.5 Insurance year and waiting periods

- 2.5.1 The insurance year is a period of 12 months. The first insurance year begins on the contract inception date. If benefits that are subject to a limit per insurance year are claimed in a given insurance year, then once this benefit limit has been exhausted, insurance cover for this benefit is only provided after the end of this insurance year. If a benefit is subject to a limit per insurance year, insurance cover is provided for this benefit until the benefit limit has been exhausted, even for contract terms of less than 12 months.
- 2.5.2 If the insurance cover or benefits are linked to waiting periods, these are calculated from the contract inception date onwards. Unless special waiting periods are specified below, the general waiting period is 31 days. The general waiting period ceases to apply if the application is submitted within 31 days of entering the country. Advigon must be provided with proof of the date on which the individual entered the country on request. The waiting period also ceases to apply in the event of accidents or medical assistance to avert an acute danger to your life. The existence of comparable previous insurance that was in force for an uninterrupted period between the date on which the individual entered the country and the contract inception date will count towards the general waiting period. The benefit restrictions pursuant to Section III 3 (Limitations of insurance cover) and the special waiting periods continue to apply subject to no restrictions.

3 Scope of the insurance cover

The insurance cover applies during temporary stays in Germany and for temporary trips within the Schengen Area and outside of your home country. The term "home country", within the meaning of this provision, refers to your permanent place of residence prior to your temporary stay in Germany.

4 What do you have to bear in mind with regard to premium payment?

4.1 Premium amount

The premium for an insured person is shown in the premium overview.

4.2 Payment of the first or single premium

Receipt of the premium payment by the insurer is an essential part of the insurance contract, regardless of the payment method. The payment of the premiums must be made in its entirety, any transaction fees are at the expense of the insured. Taxes and charges as established by the applicable laws will be added to the amount of the premium, and have to be paid in full by the policyholder/insured.

4.2.1 The insurance premium has to be received before the start date of the insurance and is payable each month in advance before the coverage period begins. The payment of the premium can be made by using one of the available payment methods.

4.2.2 If you fail to pay the first or single premium on time, then you will not have any insurance cover from the outset, unless you are not responsible for the unpaid premium or the delayed payment. If you are, however, responsible for not paying the premium on time, then the insurance cover will only commence when you make the payment.

4.2.3 Advigon is also entitled to rescind the contract for as long as the premium has not been paid. The contract cannot be rescinded if you are not responsible for the unpaid premium.

4.3 Payment of renewal premiums

4.3.1 If a contract is valid for a term of longer than one month, the renewal premium is payable on the 1st day of the new month respectively. If the renewal premium is not paid on time, a reminder will be sent to the insured with a time limit of 14 days.

4.3.2 If the premium is still not received by the insurer, the insurer has the right to terminate the contract immediately. The policyholder/insured will be notified about the cancellation in writing. No insurance cover is provided for the insurance events that have occurred after the due date.

4.4 Premium collection

If it has been agreed that the premiums are to be collected from an account, they will be collected as soon as the corresponding mandate has been issued. Payment is considered to have been made in a timely manner if Advigon is able to collect the premium on the date of debiting and you do not object to a justified collection.

If Advigon is unable to collect a premium that is due through no fault of your own, payment will still be considered to have been made on time if it is made as soon as possible after Advigon has requested payment in written or electronic form.

4.5 Premium calculation

The premium calculation is defined in the insurer's technical calculation basis. If the premiums change, also due to changes in the insurance cover, then the age (age group) of the insured person for the purposes of the insurance rate will be taken into account when the change takes effect.

5 What do you have to bear in mind with regard to benefit payments?

5.1 Payment due date

As soon as proof of insurance and premium payment has been furnished and Advigon has established its payment obligation and the amount of the benefit, it will pay the benefit within two weeks at the latest.

If the payment obligation has been established but the amount of the benefit cannot be determined within one month of receipt of the notice of claim by Advigon, an appropriate advance on the benefit can be requested.

If official investigations or criminal proceedings have been initiated against you in connection with the insured event, Advigon is entitled to postpone the settlement of the claim until such proceedings have been finally concluded.

5.2 Costs in foreign currencies

Advigon will convert the costs incurred at the euro exchange rate that applies on the date on which it receives the supporting documents. The official exchange rate applies unless the currency used to pay the invoices was purchased at a less favourable rate.

Advigon is entitled to deduct any additional costs incurred because it transfers amounts abroad or opts for special forms of bank transfer at your request from the benefits.

5.3 Benefits under other insurance contracts

If a benefit for the insured event can be claimed under another insurance contract, the other contract will take precedence over this contract. If the insured event is reported to Advigon first, then the latter will make payment in advance and will then contact the other insurers directly in order to arrange for the costs to be shared.

6 What law applies and when do claims under the contract become statute-barred? To whom do the provisions apply?

Supplementary to these provisions, the German Insurance Contract Act (*Gesetz über den Versicherungsvertrag – VVG*) and, as a general rule, German law apply, unless international law sets out provisions to the contrary. Claims under this insurance contract become statute-barred after a period of three years. The limitation period commences at the end of the year in which the benefit can be claimed. If you have made a claim, then the limitation period is suspended until the time at which you receive Advigon's decision in written or electronic form.

All provisions set out in the insurance contract also apply accordingly to the insured persons.

7 Set-off

Only counterclaims that are undisputed or have been established in a final and non-appealable judgement can be offset against claims of Advigon.

8 What do you have to bear in mind with regard to notifications?

All notices and declarations addressed to Advigon are to be sent in written or electronic form to the address specified in the insurance certificate. The contractual language is German.

9 Whom can you contact if you are dissatisfied with the insurer?

9.1 Complaints management

You can contact your insurer at any time. The internal Complaints Department is available to you for this purpose. You can currently reach it as follows:

Advigon Versicherung AG
Complaints Management
PO Box 1130
Drescheweg 1
9490 Vaduz
Liechtenstein
E-mail: bm@advigon.com
Internet: www.advigon.com

If you are not satisfied with the decision or a negotiation with the insurer has not produced the result you desired, you have the following options for lodging a complaint:

9.2 Conciliation Board

9.2.1 You can contact the Conciliation Board for Insurance Companies. You can currently reach it as follows:

Financial Services Conciliation Board
PO Box 343
9490 Vaduz
Liechtenstein
E-mail: info@schlichtungsstelle.li
Internet: www.schlichtungsstelle.li

The Conciliation Board is independent. Participation in the conciliation procedure is voluntary for you as consumer and for the insurer. Consumers must pay a fee of CHF 50 for proceedings before the Conciliation Board pursuant to the Alternative Dispute Resolution Act. The procedure is otherwise free of charge.

9.2.2 If you are a consumer and concluded the contract online (e.g. through a website or by e-mail), you can also lodge your complaint using the online platform <http://ec.europa.eu/consumers/odr>. Your complaint will then be forwarded through this platform to the responsible Conciliation Board.

9.3 Insurance supervision

If you are dissatisfied with the assistance provided by the insurer, or if differences of opinion arise, you can also contact the responsible supervisory authority. The insurer is subject to supervision by the Liechtenstein Financial Market Authority (FMA). The current contact details are:

Liechtenstein Financial Market Authority
Landstrasse 109
PO Box 279
9490 Vaduz
Liechtenstein
E-mail: info@fma-li.li

Please note that the FMA is not an arbitration board and cannot issue binding decisions on individual disputes.

9.4 Legal action

You also have the right to take legal action.

Section III – Description of benefits

1 Scope of cover

- 1.1 The term “insured event” refers to medically necessary treatment due to illness or the consequences of an accident. The insured event starts when your treatment begins. It ends when you no longer require treatment based on medical findings. If your treatment has to be extended to include an illness or the consequences of an accident that has no causal link to the illness or accident for which you previously received treatment, a new insured event is considered to have occurred. The term “insured event” also refers to the death of the insured person and medically necessary treatment for complaints experienced during pregnancy, premature births up to and including the 36th week of pregnancy, miscarriages, the termination of pregnancy in cases in which this is medically necessary, provided that there was no need for treatment at the time the contract was taken out, and outpatient check-ups.
- 1.2 During your stay, you are free to select from the doctors, dentists and hospitals that are recognised by law and licensed in your country of stay. Hospitals must be permanently managed by medical professionals. They must offer sufficient options for diagnosis and treatment and must keep medical records. These hospitals must not perform health resort/sanatorium treatment and must not admit reconvalescent patients either. Advigon will reimburse the costs incurred in accordance with point 2 (Insured benefits).
- 1.2.1 In Germany, Advigon assumes the costs incurred for medically necessary treatment up to the thresholds set out in the Scale of Fees for Doctors (*Gebührenordnung für Ärzte – GOÄ*) and the Scale of Fees for Dentists (*Gebührenordnung für Zahnärzte – GOZ*) that apply in Germany. The thresholds for benefits are as follows:
 - 2.3 times the fee rate pursuant to the Scale of Fees for Dentists;
 - 1.15 times the fee rate pursuant to the Scale of Fees for Doctors in accordance with No. 437 and section M (Laboratory services) of the Scale of Fees for Doctors;
 - 1.8 times the fee rate pursuant to sections A, E and O (Technical services); and
 - for all other services rendered under the Scale of Fees for Doctors, 2.3 times the fee rate.
- 1.2.2 Outside of Germany, Advigon assumes the costs incurred for medically necessary treatment as long as it is charged in line with the valid official scale of fees – where such a scale exists – or based on the standard local fees.
- 1.3 Advigon only covers the costs of examination or treatment methods and medication that are recognised across the board, or in the main, by conventional medicine. In addition, it covers the costs of methods and medication that have proven to be just as successful in practice or that are used because no conventional medical methods or medication are available (e.g. homoeopathic, anthroposophical medical and herbal medical treatment). Advigon is, however, entitled to reduce the benefits it provides to the amount that would have

been incurred for the use of available conventional medical methods or medication.

2 Insured benefits

In an insured event, Advigon provides the benefits listed below, provided that they are insured based on the rate you have chosen and provided that the insured event occurred after the inception of the insurance cover and following the expiry of the waiting periods. You can find a corresponding overview in Section I of these Conditions of Insurance.

If the rate provides for benefits for aids, the following items are considered to be aids: bandages, trusses, inlays, crutches and compression stockings, hearing aids, corrective splints, artificial limbs/prosthetic devices, seat shells and foam positioners, wheelchairs, breathing monitors, infusion pumps, inhalation devices, oxygen units, baby monitors, orthopaedic trunk, arm and leg supports, and voice transmission devices.

2.1 Treatment costs

The term “treatment”, within the meaning of these provisions, refers to medically necessary

- 2.1.1 outpatient medical treatment;
- 2.1.2 pain-relieving restorative dentistry including simple fillings and repairs of existing dentures as long as this treatment is performed or prescribed by a dentist;
- 2.1.3 medication and bandages prescribed by a doctor (the term “medication” does not include nutritional products and tonics or cosmetic products, even if they are prescribed by a doctor);
- 2.1.4 radiation, light and other physical treatment prescribed by a doctor;
- 2.1.5 simple aids prescribed by a doctor that the individual needs for the very first time, solely due to an accident, and that are used as part of direct treatment for the consequences of the accident;
- 2.1.6 surgery that cannot be postponed;
- 2.1.7 inpatient treatment that cannot be postponed on a general (not private) ward (room containing several beds), excluding optional benefits (treatment by a private doctor);
- 2.1.8 medically necessary rehabilitation measures.

2.2 Dental replacement benefits

Dental replacements in the terms of this policy include pivot teeth, inlays, crowns, bridges, orthodontic treatment, functional analysis and functional therapeutic measures and implant dental treatments. Advigon reimburses the costs of a denture that has become necessary for the first time due to an accident during the insured period.

2.3 Insurance benefits relating to pregnancy and childbirth

- 2.3.1 Advigon reimburses the costs incurred for medically necessary pregnancy treatment due to complaints, delivery until the end of the 36th week of pregnancy (premature birth), treatment due to miscarriage and the termination of pregnancy in cases in which this is medically necessary. This is subject to the proviso that there was no need for treatment on the contract inception date.
- 2.3.2 If the pregnancy had not yet started at the beginning of the insurance contract, Advigon reimburses the costs for pregnancy care examinations and childbirth after the expiry of a waiting period of eight months. The reimbursement of corresponding examination and treatment costs by midwives is possible only if the costs are not also charged concurrently by a doctor.

2.4 Transportation costs

- 2.4.1 Advigon reimburses the costs for patient transportation for inpatient treatment to the nearest suitable hospital and back to the individual's accommodation.
- 2.4.2 Advigon reimburses the additional costs incurred for repatriation to the nearest suitable hospital at your place of residence insofar as repatriation is medically reasonable and justifiable.
- 2.4.3 Advigon shall also assume the costs for a companion as well as the presence of a doctor if this is required, provided this presence is medically necessary, required by the authorities, or required by the transport company involved.

2.5 Transfer and burial costs

Advigon reimburses the necessary additional costs incurred upon the death of an insured person to transport his/her remains to his/her home country, or assumes the costs of burial in Germany up to the amount of the expenses that would have been incurred to transport the remains abroad.

2.6 Telemedicine

Advigon assumes the costs associated with telemedical consultation sessions for an insured person.

2.7 Run-off liability

If an illness requires treatment that extends beyond the end of the insurance cover because the return trip is not possible due to a proven inability to travel, Advigon will remain obliged to pay benefits under this rate until the individual is well enough to travel again, for a maximum period of three months.

3 Limitations of insurance cover

3.1 Benefit restrictions

If medical treatment exceeds the medically necessary level or if the costs of medical treatment exceed the customary local level, Advigon is entitled to reduce its benefits to an appropriate amount.

3.2 Release from obligation to provide benefits

Advigon does not provide benefits

- 3.2.1 if you caused the insured event with wilful intent or attempt to fraudulently conceal circumstances that are significant to the reasons for, or the amount of, the benefit;
- 3.2.2 for treatment that was the sole reason, or one of the reasons, for embarking on the trip and for treatment that you already knew would be necessary, if you were to continue with your stay as planned, when you embarked on the trip, unless you travelled due to the death of your spouse/partner under the German Act on Registered Life Partnerships (*Lebenspartnerschaftsgesetz* – LPartG) or the death of a first-degree relative;
- 3.2.3 for treatment that was the sole reason, or one of the reasons, for taking out the insurance contract and for treatment that you already knew would be necessary during the contractual term when you took out the insurance contract; Any alteration, illness, physical or mental disorder which existed before the date of the insurance contract comes into effect and the manifestation, consequences or complications thereof necessitate treatment, a consultation or medical intervention during the coverage period in the event of further symptoms or complications.
- 3.2.4 for illnesses, including their consequences, or for the consequences of accidents caused by foreseeable acts of war or active participation in unrest that are not explicitly included in the scope of cover; the term "foreseeable" refers to acts of war or civil unrest in particular if the Federal Foreign Office of the Federal Republic of Germany issues a travel warning for the country concerned – before you embarked on the trip;
- 3.2.5 for treatment in a health resort or sanatorium, unless these measures follow insured, fully inpatient treatment in hospital due to a severe stroke, severe heart attack or a severe musculoskeletal condition (disc surgery, hip replacement) and are designed to shorten the stay in hospital, and provided that the insurer issued a written commitment in respect of these benefits before the treatment started;
- 3.2.6 for addiction withdrawal treatment, including stays in facilities designed for this purpose;
- 3.2.7 for outpatient treatment in a medical spa or health resort; this restriction ceases to apply if the treatment is required due to an accident that occurred there; in the event of illnesses, the restriction ceases to apply if you were only in the medical spa or health resort temporarily and not for curative purposes;
- 3.2.8 for treatment performed by spouses, parents, children or individuals you are living with within your own or a host family; substantiated non-personnel costs will be reimbursed in accordance with the provisions governing the rate;
- 3.2.9 for illnesses, including their consequences, or for the consequences of accidents caused by nuclear energy or acts of government;
- 3.2.10 for treatment or accommodation required due to infirmity, a need of care or being committed to an institution;

- 3.2.11 for hypnosis, psychoanalytic or psychotherapeutic treatment, in the absence of any provisions to the contrary that apply to the rate;
- 3.2.12 for dentures, pivot teeth, inlays, crowns, bridges, orthodontic treatment, preventative treatment, bite aids and splints, functional analytical and functional therapeutic measures, as well as dental implants, in the absence of any provisions to the contrary that apply to the rate;
- 3.2.13 for immunisation measures;
- 3.2.14 for treatment due to disorders affecting, and damage to, reproductive organs including sterility, artificial insemination and related check-ups and follow-up treatments;
- 3.2.15 for suicide, attempted suicide and its consequences; and
- 3.2.16 for organ donation and its consequences.

4 Obligations and consequences of breaches of obligation

4.1 Obligation to minimise costs

You are obliged to minimise the loss and avoid doing anything that could lead to unnecessary cost increases. If you are able to travel, you must consent to being repatriated to your place of residence/to the nearest suitable hospital in your place of residence if Advigon approves repatriation depending on the nature of the illness and the need for it to be treated.

4.2 Obligation to provide information

You must complete the notice of claim you receive from Advigon truthfully and return it to Advigon without delay. If Advigon considers it necessary, you are obliged to undergo an examination conducted by a doctor commissioned by it.

4.3 Obligation to furnish evidence

You must submit the following evidence, which then becomes Advigon's property:

- 4.3.1 Original receipts showing the name of the individual treated, the name of the illness and the services performed by the individual providing treatment, broken down by type, location and treatment period. If you have other insurance cover for treatment costs and a claim is made under this insurance first, then the invoice copies showing confirmation of reimbursement are sufficient as proof.
- 4.3.2 Prescriptions together with the treatment invoice and invoices regarding remedies or aids together with the prescription.
- 4.3.3 Evidence regarding the costs that would be incurred for planned return travel if benefits for repatriation are being claimed. In addition, a medical certificate issued by the treating doctor abroad is to be presented, together with detailed grounds demonstrating that repatriation is medically reasonable and justifiable.
- 4.3.4 An official death certificate and medical certificate on the cause of death if costs to transfer remains abroad/burial costs are to be paid.
- 4.3.5 Further supporting documents and receipts requested by Advigon to review its obligation to pay benefits if you can be reasonably expected to obtain them (e.g. proof of the date on which you entered the country).

4.4 Obligation to safeguard claims to compensation against third parties

- 4.4.1 If you have a claim for compensation against a third party, this claim passes to Advigon insofar as the latter pays indemnity for the loss. You must safeguard the claim to compensation or a right securing such a claim in line with the valid formal and deadline requirements and help to enforce it if necessary. If the claim for compensation is vis-à-vis an individual with whom you live in the same household at the time the loss occurs, the transfer cannot be asserted unless this individual caused the loss with wilful intent.
- 4.4.2 Your claims vis-à-vis individuals providing treatment who charged an excessive fee pass to Advigon to the extent permitted by law if the latter reimbursed the costs involved. You are required to help enforce the claims if need be.

4.5 Consequences of breaching obligations

If you breach one of the obligations set out above, Advigon is released from its obligation to pay benefits. In cases involving a grossly negligent breach of obligation, Advigon is entitled to reduce its benefits to an extent that reflects the degree of fault. If you prove that the obligation was not breached in a grossly negligent manner, the insurance cover remains in effect.