

# swisscare

## International student health Insurance Germany

General insurance conditions ISIDE-GIC-032020

Covered through





## Important information

### **The Coverholder & Insurer**

Cooper Gay S.A., German Branch, St. Martin Tower, Franklinstraße 61-63, 60486 Frankfurt am Main, Germany, HRB Frankfurt am Main 88817. The headquarters of the company is Liege, Belgium. Cooper Gay S.A. is subject to the supervision of the Belgisch Financial Authority (FSMA), Rue du Congrès 12-14, 1000 Brussels. The Coverholder is authorised to enter into a contract or contracts of insurance to be in accordance with the terms of a binding authority on behalf of the insurer, Lloyd's Insurance Company S.A., Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium, registered at the Belgium Central Register of Corporations 682.594.839 RLE. Lloyd's Insurance Company S.A. is regulated and authorized by the "Nationalbank of Belgium, Boulevard de Berlaimont 3, 1000 Brussels, Belgium".

### **Claims Department & Assistance Provider**

Sedgwick Germany GmbH, Gladbecker Straße 1, 40472 Düsseldorf, Germany, HRB Düsseldorf 85175, is responsible for handling the claims and providing emergency assistance on behalf of the insurer during the insurance period or in the frame of other events enumerated in the insurance contract. The coverage and the conditions are determined by the insurance contract, any additional written agreements, the GIC's as well as the applicable legal provisions in force.

### **Compliance**

The insurers products and services may not be available in all jurisdictions and are expressly excluded from this policy where prohibited by applicable law, including but not limited to, anti-corruption laws and economic sanctions programs. Any such coverage will be null and void. The policy does not replace participation in a state-run or local health insurance scheme or compliance to any other legislative requirements of any country whatsoever.

The insurer and policyholder/insured agree that, except as explicitly stated in the present GIC's of the insurance policy, nothing of value has been offered or provided by either of them or anyone acting on their behalf, in relation with this insurance policy.

## General contractual information

### **§ 1 Information concerning the contract**

#### **1 Conclusion of your contract**

The contract has been concluded through our confirmation of cover. The begin of the contract and your insurance cover is the date stated in the insurance policy.

#### **2 Instructions concerning revocation according to § 8 Par. 2 No. 2 VVG**

##### **2.1 Right of revocation**

You can revoke your contractual declaration within two weeks without stating any reasons in a text form (e.g. letter or e-mail).

The deadline shall begin on the date after you have received the insurance policy, the contractual provisions including our General Insurance Terms and Conditions as well as the contractual information according to § 7 Par. 2 of the law governing insurance contracts and these instructions in a text form.

In electronic business transactions (online application or online conclusion of contract) the deadline for revocation shall not begin before we have also satisfied the additional duties which especially apply to this sales method according to § 312e Par. 1 Sentence 1 BGB (means for correcting input errors, confirmation of the application).

In order to safeguard the deadline for revocation it is sufficient for the revocation to be sent in time. The revocation is to be directed at

Cooper Gay S.A.  
German Branch  
Franklinstraße 61-63  
60486 Frankfurt am Main  
Germany



## **2.2 Consequences of revocation**

In the event of an effective revocation your insurance cover shall end and we shall reimburse you the part of your premium which relates to the period of time after receipt of the revocation.

We can retain the part of your premium, which relates to the period of time until receipt of the revocation if you have approved that the insurance cover shall begin before expiry of the deadline for revocation. If you have not granted such consent or if the insurance cover only begins after expiry of the deadline for revocation we shall reimburse you the total premium.

We shall reimburse you premiums immediately; by no later than 30 days after receipt of the revocation.

## **2.3 Special instructions**

Your right of revocation is excluded if the contract was satisfied in full by both parties at your express wish before you exercised your right of revocation.

The right of revocation does not exist with contracts with a term of less than one month.

## **3 Term and conditions of termination**

The contract shall apply to the period of time stated in the insurance policy. You can find the conditions of termination in the General Insurance Conditions § 3.

### **§ 2 Information concerning legal action**

#### **1 Which law shall apply?**

German law shall apply to this contract.

#### **2 Which court has jurisdiction?**

2.1 The place of jurisdiction for actions from the insurance contract against us is Frankfurt am Main. If you are a natural person the course shall also have local jurisdiction in the district of which you have your place of residence at the time when the action is filed or, in the absence of such, your customary place of stay.

2.2 If you are a natural person, actions from the insurance contract against you must be filed at the court that has jurisdiction for your place of residence or, in the absence of such the place of your customary place of residence. If you are a legal entity the court of jurisdiction is determined according to your registered seat or your branch.

2.3 If your place of residence, registered seat or your branch is located in a state outside of the European Union, Iceland, Norway or Switzerland, the place of jurisdiction is on the other hand Frankfurt am Main.

#### **3 Contractual language**

The contractual language is English. This document may only be completed and interpreted in English. The Policy Certificate for this plan will be generated in English and German.

### **§ 3 Who is responsible for your complaints?**

#### **1 Ombudsman**

Our company is a member of the association of insurance ombudsman. You can thus use the free out of court reconciliation proceedings.

The insurance ombudsman can deal with complaints up to an amount in dispute of currently € 80,000.--.

We undertake with decisions up to an amount of € 5,000.—to waive addressing a court and to acknowledge the arbitration award of the ombudsman.

**The possibility to take legal action remains unaffected for you hereby.**

The insurance ombudsman can be contacted at [beschwerde@versicherungsombudsman.de](mailto:beschwerde@versicherungsombudsman.de) P. O. Box 080632, 10006 Berlin.

#### **2 Supervisory authority**

You can also direct complaints at the responsible supervisory authority; it is the “Nationalbank of Belgium, Boulevard de Berlaimont 3, 1000 Brussels, Belgium”.



## Information leaflet concerning data processing

### § 1 Preamble

Today insurances can only perform their tasks still using electronic data processing (EDP). Only this way can contractual relationships be processed correctly, quickly and in a cost effective manner; EDP also offers the insured community better protection from misuse than the former manual system.

We process your personal data in compliance with the EU Data Protection Basic Regulation (GDPR), the Federal Data Protection Act (BDSG), the relevant provisions of the German Insurance Contract Act (VVG) and all other relevant laws.

If you wish to insure yourself with us, we need your data for the conclusion of the contract and for the assessment of the risk to be assumed by us. If the insurance contract is concluded, we process this data in order to issue the policy or send you an invoice. We require information in the event of claims and benefits in order to check how you have covered yourself in detail and which benefits you receive from us. The conclusion or execution of the insurance contract is not possible without the processing of your data.

In addition, we need your personal data to compile insurance-specific statistics, e.g. for the development of new tariffs or to meet regulatory requirements. We also use selected data from all existing contracts within the group to examine the entire customer relationship, for example in order to advise you specifically on contract adjustments or amendments. They are also the basis for comprehensive customer service.

The legal basis for this processing of personal data for pre-contractual and contractual purposes is Art. 6 para. 1 b) GDPR. Insofar as special categories of personal data, e.g. your health data, are required for this purpose, we will obtain your consent in accordance with Art. 9 Para. 2 a) in conjunction with Art. 7 GDPR. Art. 7 GDPR. If we compile statistics with these data categories, this is done on the basis of Art. 9 Para. 2 j) GDPR in conjunction with Art. 7 GDPR. § 27 BDSG.

We also process your data in order to protect legitimate interests of ourselves or third parties (Art. 6 para. 1 f) GDPR). This may be necessary, for example:

- a. to guarantee IT security and IT operation,
- b. to advertise their own insurance products and other products of the Group companies and their cooperation partners, as well as market and opinion surveys,
- c. for the prevention and clarification of criminal offences, in particular we use data analyses for the recognition of indications which can point to insurance abuse.

### Right of objection

You have the right to object to the processing of your personal data for direct marketing purposes.

If we process your data to safeguard legitimate interests, you may object to this processing if your particular situation gives rise to reasons that speak against data processing.

In addition, we process your personal data to fulfil legal obligations. This includes, for example, regulatory requirements, commercial and tax retention obligations or our duty to provide advice. In this case, the legal basis for the processing is the respective statutory regulations in conjunction with Art. 6 para. 1 c) GDPR.

### § 2 Declaration of consent in accordance with the Basic Data Protection Ordinance (GDPR)

The policyholder agrees that we may collect data resulting from the application documents or the execution of the contract (in particular premiums, insured events, risk/contract changes) to the extent necessary and may transfer such data to other insurers for the purpose of assessing the risk and processing the insurance and reinsurance as well as assessing the risk and claims to other insurers and/or to the Gesamtverband der Deutschen Versicherungswirtschaft e.V./Verband der privaten Krankenversicherung e.V. (Association of the German Insurance Industry e.V. / Association of Private Health Insurers e.V.) for passing on such data to other insurers. This consent shall also apply irrespective of the conclusion of the contract as well as for corresponding checks of (insurance) contracts applied for elsewhere and for future applications.

The policyholder further consents to us and the reinsurers keeping his general application, contract and benefit data in joint data collections and passing them on to the intermediary(s) responsible for him insofar as this serves the proper performance of his insurance matters.



Health data may only be passed on to personal insurers and reinsurers; they may only be passed on to intermediaries to the extent necessary to draft the contract.

Without influence on the contract and revocable at any time, the policyholder further agrees that the intermediary(s) may use his (their) general application, contract and performance data for advice and support also in other financial services.

### **§ 3 Disclosure of information**

In addition, the transmission of data that is subject to professional secrecy, such as that of a doctor, requires special permission from the person concerned (release from the duty of confidentiality). In life insurance, health insurance and accident insurance (personal insurance), the application or the notice of claim also contains a confidentiality release clause.

In the following, we would like to give you some important examples of data processing and use.

#### **1 Data storage with your insurer**

We store data which is necessary for the insurance contract. First of all, this is your application data, e.g. surname, first name, address, date of birth, occupation. In addition, insurance data such as customer number (partner number), sum insured, duration of insurance, premium, bank details and, if necessary, the details of a third party, e.g. an intermediary, an expert or a doctor (contract data) are recorded for the contract. In the event of an insured event, we store your information on the loss and, if applicable, also information from third parties, such as the degree of occupational disability determined by the doctor, the determination of your repair workshop regarding a total motor vehicle loss or, if a life insurance policy expires, the amount paid out (benefit data).

#### **2 Data transfer to reinsurers**

In the interests of its policyholders, an insurer will always ensure that the risks it assumes are balanced out. In many cases, we therefore cede some of the risks to domestic and foreign reinsurers. These reinsurers also require the corresponding underwriting information from us, such as insurance number, premium, type of insurance cover and risk and risk surcharge, as well as your personal details in individual cases. Insofar as reinsurers participate in the risk and loss assessment, they are also provided with the necessary documents. In some cases, reinsurers make use of other reinsurers, to whom they also transfer the corresponding data.

#### **3 Transfer of data to other insurers**

According to the Insurance Contract Act, the insured person must inform the insurer of all circumstances important for the assessment of the risk and the settlement of the claim when submitting the application, when amending the contract or in the event of a claim. This includes, for example, previous illnesses and insured events or notifications of similar other insurances (applied for, existing, rejected or cancelled). In order to prevent insurance misuse, to clarify possible contradictions in the information provided by the insured or to close gaps in the findings on the loss incurred, it may be necessary to request information from other insurers or to provide corresponding information in response to enquiries.

#### **4 Data transmission to external service providers and other recipients**

We work with selected external service providers to meet our contractual and legal obligations. In the list of service providers you will find the companies with which we have long-term business relationships. You can call up the current version from our data protection officer.

In addition, we may be obliged to transfer your personal data to other recipients, such as authorities to fulfil statutory notification obligations (e.g. social insurance institutions, tax authorities and the Central Allowance Office for Retirement Assets).

#### **5 Data exchange with your employer**

If your employer takes out group insurance with us for you as an employee, he will register you for insurance. He will inform us of your name, address, date of birth and sex.

#### **6 Creditworthiness information**

Like many other companies, we also check the general payment behaviour of new customers, for example, whom we do not yet know so well. This is a common procedure in the business world where we collect information from the credit agency CREDITREFORM.

#### **7 How long do we store your data?**

We store your data for the duration of your contract. In addition, we store your personal data for the fulfilment of legal obligations to provide evidence and to retain data. These result from the German Commercial Code, the



German Tax Code and the Money Laundering Act. The retention periods are up to ten years.

If the insurance contract is not concluded, we will delete your application data three years after submission of the application.

### **8 What rights do you have?**

In addition to the right of objection, you also have the right to information, correction and deletion of your data and to restriction of processing. Upon request, we will provide you with the data provided by you in a structured, common and machine-readable format. If you wish to view data or change anything, please contact us at the above address.

### **9 Complaints office**

You have the option of contacting our data protection officer or a data protection supervisory authority. The data protection supervisory authority responsible for us is:

The Hessian Commissioner for Data Protection and Freedom of Information

P.O. Box 3163  
65021 Wiesbaden, Germany  
Phone: +49 611 1408 - 0  
fax: +49 611 1408 – 611  
<https://datenschutz.hessen.de/>

## **General Conditions**

The conditions mentioned hereunder apply to the Student insurance Germany product.

### **§ 1 Eligibility**

1. The insurance only applies to:

- a) Foreign nationals living in Germany for study purposes with a valid temporary residence permit, including trainees and interns. The accompanying family members (only legal spouse and children under 18 years old) are also able to apply for the plan.
- b) The minimum age of entry is 18 years of age and the Maximum entry age of the insurance is 45 years old.

2. Insurance cover applies to the person specifically named in the insurance policy as the insured person for his/her temporary period of residence in accordance within the agreed territory .

### **§ 2 Territory**

The insurance cover is valid for the insured person with legal temporary resident status in Germany, in addition to periods that count as a holiday or for training purposes in the EU as well as in Switzerland, Liechtenstein, Norway and Iceland. There is no insurance cover outside the above-stated territory. The insurance cover is not valid in the home country of the insured person.

### **§ 3 Policy Duration and termination**

1. Policy duration

The insurance cover:

- a. begins at the time stated in the insurance policy (start of insurance), however not before applying and paying for insurance, not before arriving physically in Germany and not before the expiry of any waiting periods. Waiting periods are calculated from the start date of the insurance.
- b. ends at the agreed end date stated on the insurance policy, at the latest at the end of the insured stay in the agreed territory.
- c. can be obtained for a maximum term of 60 months (= statutory limit of 60 months) and may not be exceeded.

2. Termination

The policyholder/insured shall have a period of fourteen (14) calendar days to cancel the policy without penalty and without giving any reason. The period right of cancellation shall begin from the day of the conclusion of the online contract. The policyholder/insured will be entitled to the return of the full premium paid, on the condition that no claim has been submitted. The insurance policy cannot be cancelled after the start date of the policy.

After the cooling-off period, the insurance contract can only be terminated:

- a. at the agreed end date;
- b. with the death of the policyholder/the insured persons;



- c. if the eligibility criteria are no longer met;
- d. if the insured person leaves Germany permanently

#### **§ 4 Premium payment**

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.

- a. 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.
- b. If a contract is valid for a term of longer than one month, the renewal premium is payable before 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. 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.

#### **§ 5 General exclusions**

No insurance cover is provided in the following cases:

- 1. Damage or loss caused by strikes, nuclear energy, confiscation and other invention acts by public authority, as well as damage or loss in areas for which the German Federal Foreign Office has issued a travel warning. If an insured person is at such a location at the time when a travel warning is issued, insurance cover ends 14 days after the issuance of the travel warning; insurance cover continues in spite of the travel warning if the end of travel is delayed for reasons for which the insured person is not responsible.
- 2. Damage or loss due to war or events similar to war; however, insurance cover does exist if the damage or loss occurs in the first 14 days after the beginning of the events; insurance cover continues if the end of travel is delayed for reasons for which the insured person is not responsible. This does not apply in case of stays in countries in whose territory war or civil war is already ongoing or where such an outbreak was foreseeable. Damage or loss through active participation in war, civil war or events similar to war are not covered by the insurance.
- 3. Damage or losses intentionally caused by the insured person.
- 4. Damage or losses directly or indirectly caused by an epidemic or pandemic.

#### **§ 6 Obligations of the insured person in the event of a claim**

The insured person is obliged to:

- 1. Minimise the loss as far as possible and avoid unnecessary costs.
- 2. Report the loss to the dedicated claims management without delay. The emergency medical assistance should be contacted immediately after the incident and before any consultation and medical treatments.
- 3. Describe the damaging event and truthfully provide the insurer with any and all pertinent information. The insured person must furnish proof in the form of original bills and receipts, release physicians from their confidentiality obligation as necessary – including the physicians of the Assistance – and allow the insurer to reasonably examine the cause and amount of the asserted claim.

Sedgwick 24/7 Emergency Medical Assistance  
Telephone: +49 (0) 211 5401 4750  
Email: sc-medical@de.sedgwick.com

Sedgwick Claims Management  
Telephone: +49 (0) 211 5401 4239  
Email: sc-claims@de.sedgwick.com

#### **§ 7 Claims for damages against third parties**

- 1. In accordance with statutory regulations, claims for damages against third parties pass to the insurer up to the level of payment effected, provided that the insured person suffers no disadvantage thereby.
- 2. The insured person is obliged to confirm the assignment of claims to this extent in writing upon request by the insurer.
- 3. Any duties to indemnify arising under other insurance contracts and other social insurance institutions will have precedence over those of the insurer. The insurer will be deemed to have made an advance payment, if the original bills are first presented to the insurer for payment.



#### **§ 8 Forfeit of claims due to a breach of duties and the statute of limitations**

1. If a breach of duty is intentionally committed, the insurer is released from its duty to indemnify; in case of a grossly negligent violation, the insurer is entitled to reduce its payment in proportion to the degree of fault of the insured person.
2. The insured person must furnish proof that no gross negligence was involved. Except in case of fraudulent intent, the insurer is obliged to indemnify if the insured person furnishes proof that the breach of duty is not the cause of either the occurrence or the determination or the scope of the insurer's duty to indemnify.
3. The claim to an insurance benefit lapses in three years, calculated from the end of the year in which the claim occurred and the insured person obtained knowledge of the circumstances in order to assert the claim, or would have obtained knowledge without gross negligence.

#### **§ 9 Effective Communication / Notification methods**

All notifications and declarations of intent from the insured person and the insurer are required to be in writing (e.g. letter or e-mail).

#### **§ 10 Sanction Clause**

The insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the Germany, the European Union, United Kingdom or United States of America.

#### **§ 11 Language**

This document may only be completed and interpreted in English. The Policy Certificate for this plan will be generated in English and German.

#### **§ 12 Applicable law**

1. At the option of the insured person, the courts of Frankfurt or the place in Germany where the insured person has his or her permanent residence at the time the legal action is brought will have jurisdiction and venue.
2. The laws of the Federal Republic of Germany apply insofar as they do not conflict with international law.

#### **§ 13 Validity**

The present insurance conditions are valid from March 1st, 2020 and replace all previous conditions governing the same product.

## **Medical Expenses**

**§ 1** The insurer will cover the costs of medically necessary treatments of the insured person during his or her stay in the agreed territory within the insurance period specified in the insurance contract:

- a) Inpatient treatment in the hospital including surgeries
- b) Outpatient treatment prescribed by a licensed practitioner
- c) Medical treatment and medication prescribed by a licensed practitioner that are recognised as conventional medications. Alternative treatments and medications are only covered when there are no conventional medicine available.
- d) Transportation that are medically necessary for inpatient treatment at the nearest and appropriate hospital in the agreed territory
- e) Pain-killing dental treatment and repairs of dentures and provisional measures up to EUR 500 per insurance year.
- f) Repair of existing dentures and dental prostheses (after an eight-month waiting period from the start of insurance coverage) no more than EUR 300 per insurance year
- g) The medically necessary treatments of pregnancies and childbirth in the agreed territory only if the pregnancy started after the commencement of insurance cover.
- h) The medically necessary treatments of pregnancies and childbirth in the agreed territory after the expiry of a waiting period of eight months. Irrespective of the time when pregnancy occurred and the waiting period, the insurer will reimburse the costs of medical treatment in case of the occurrence of acute complications in the pregnancy including miscarriage and premature birth.
- i) Medical Aids required as a result of an accident up to EUR 250.
- j) Medically necessary rehabilitation measures as subsequent inpatient treatment prescribed by a physician.

Only the treatments that are medically necessary will be covered and reimbursed by the insurer. Otherwise the insurer can reduce the reimbursement payment to the amount that is considered reasonable at the standard medical tariff in the agreed residency country of the insured.



## § 2 Exclusions

1. Medical treatment and other measures ordered by a physician, where the purpose of the stay in the agreed territory was to seek such treatment.
2. Medical treatment and other measures ordered by a physician that the insured person knew were necessary prior to the stay in the agreed territory or at the time of taking out the insurance or which he or she could have expected in the circumstances of which he or she was aware.
3. Pre-existing medical conditions
4. Nutriment and tonics.
5. Orthodontic treatment, dental treatment other than pain-killing treatment, repairs to existing dentures and provisional measures up to the limits according to the benefits list.
6. Non-acute medical treatment (e.g. massages, fango or lymph drainage treatments).
7. Treatment of alcoholism, drug addiction and other addictions as well as the consequences thereof.
8. Treatment of pregnancies which occurred before the commencement of insurance and any treatments of pregnancies which are not covered under §1 g) within the first eight months after the commencement of insurance (waiting period).
9. Psychoanalytical and psychotherapeutic treatment and hypnosis
10. For fees and charges which exceed the extent considered generally customary and reasonable in the country concerned and for optional benefits such as a single room or treatment by the head physician. The reimbursement may be reduced to the customary rates in the country.
11. Fees for private rooms for inpatient treatment are not covered.

## § 3 The duties and obligations of the insured person in case of damage or loss

The insured person is obliged to:

1. Contact the Assistance Provider immediately in the event of inpatient treatment at a hospital, prior to the commencement of any extensive diagnostic or therapeutic procedures as an inpatient or outpatient, and prior to any submission of acknowledgements of payment.
2. Consent to return or repatriation to his or her home country, assuming the insured person is fit to be transported.
3. Submit to the insurer the original invoices or duplicates with an original reimbursement stamp by another insurance company concerning the benefits granted; these will then become the property of the insurer.

## § 4 Deductible

The insurance can be concluded with or without deductible. The amount of the deductible is specified in the insurance policy.

# Medical Assistance

The insurer provides medical emergency assistance benefits listed below, within the agreed territory and up to the limits specified. The insured person is obliged to contact the Assistance Provider without delay to claim the services in cases of emergency.

## § 1 The following assistance services are provided in case of illness and accident:

The insurer will assist the insured within the legal and contractual scope when they find themselves confronted with medical emergencies when travelling outside their country of origin.

Provided that the dedicated claims management is immediately informed and has an objective possibility to intervene, the insurer will provide immediate assistance to the insured when the latter finds himself/herself in medical emergencies as a result of an insured event, in the cases and conditions specified in the insurance contract. However, providing emergency assistance does not prejudice the insurers decision concerning the financial coverage according to the GIC's.

### 1. Medical repatriation transportation

As soon as medically advisable and appropriate, or if the duration of the hospital stay is expected to exceed 14 days in the opinion of the physician giving treatment, the Assistance Provider will organise return transportation using medically adequate means of transport (including air ambulances) to the closest suitable hospital to the insured person's place of residence after prior consultation between the contract physician of the Assistance Provider and the local physicians handling the case.

### 2. Repatriation of mortal remains and cost of local funeral - only for covered cases

If the insured person dies during his or her stay in the agreed territory, the Assistance Provider will organise the repatriation the deceased person's mortal remains to the place of the funeral in his or her home country as requested by the deceased person's relatives, or a funeral in the agreed territory up to the maximum insurance



sum of EUR 30,000. The total covered amount of repatriation of mortal remains and cost of local funeral could not exceed the maximum insurance sum of EUR 30,000.

## Capital in the event of an accident

The insurer indemnifies a lump sum (capital) in the event of an accident resulting in death or disability according to the insurance contract.

### § 1 Payment of a lump sum in case of an accident

The insurer will pay a lump sum in the event of an accident resulting in death or disability. An accident is deemed to have occurred:

If the insured person involuntarily suffers damage to his or her health as a result of an occurrence which has a sudden and external impact on his or her body.

### § 2 Payment of the capital in the case of death

The capital stipulated in the insurance policy will be paid provided the insured died from the consequences of the accident within the 12 months following the accident. The maximum indemnity will not exceed the sum mentioned in the insurance contract.

The capital lump sum will usually be paid to the legal heirs, unless the insured has decided otherwise in a legally binding written will.

In the event the insured has an accident which ends with his/her death, the lump sum stipulated in the policy will be paid less the sum that has already been paid for his/her disability following the same accident.

### § 3 Payment of the capital in the case of disability

The capital will be calculated according to and based on the principles listed below provided the insured suffers within the 12 months that followed the accident from unalterable changes in his/her physical and mental health stemming from this accident.

The capital in case of disability is subjected to the maximum sums stated in the insurance policy and is calculated according to the degree of disability:

- a. incurable and complete mental illness, total blindness, permanent and complete permanent paralysis, amputation or loss of two limbs 100%;
- b. total loss or blindness on one eye 25%;
- c. complete and incurable deafness on both ears 40%;
- d. complete and incurable deafness on one ear 15%;
- e. amputation or complete disability of limbs:
  - arm, lower arm or hand 50%;
  - index 10%;
  - other fingers 5%;
  - two fingers (except thumb and index) 8%.
- f. amputation or complete disability of limbs:
  - thigh (over the knee) 50%;
  - part of leg underneath the knee 45%;
  - one foot 40%;
  - big toe 5%;
  - any other toe 1%.

The disability is considered to be complete (100%) if the insured is permanently unable to work or cannot take on any paid activity for 12 months after the accident. A partial disability is given when the ability of the insured is considerably restricted while working or following any paid activity.

In case of loss or complete inability of use of one of his/her limbs (hand above wrist, foot above ankle) which means an irrevocable loss of use of one hand, arm or leg, the insurer may calculate the indemnification to be provided on the basis of a lesser degree of the disability.

### § 4 Parameters of compensation

Only the effective functional disability of a limb or the affected organ notwithstanding the profession the insured exerts or exerted will be taken into account.

The loss of a member or an organ not functioning properly before the accident will not be indemnified. Damage



to limbs or organs not functioning properly before the accident will only be indemnified by paying the difference between the functionality before and after the accident, if existing.

Should more than one part of a limb be damaged by the same accident, the amount of indemnification for each damaged part of the limb cannot exceed the amount that would have been paid for a total loss of a limb.

The physical and psychological damages not listed in the above catalogue will be indemnified according to the following criteria: the physiological condition of the insured; the lack of care and treatment which are due to a certain negligence of the insured; the effects that the accident would have had on a healthy and unharmed person who profits from a sensible medical treatment.

### **§ 5 Limitations**

The following limitations and exclusions are applicable in addition to the exclusions and limitations already mentioned, the insurer is not required to provide any services or indemnification if the consequences of the following facts lead to disability or death:

- a. an attempted or completed criminal act done by the insured;
- b. accidents during a flight (all kinds of airplanes) from the country of origin to the country of destination and from the country of destination to the country of origin;
- c. accidents due to practising sports as part of an official competition organised by a sporting association for which a license is issued, plus training in view of entering a competition;
- d. accidents due to exercising a manual profession or when hunting;
- e. humanitarian missions, warlike situations or war;
- f. physical damages stemming from illness;
- g. physical damages resulting from tests or from using atomic, chemical or bacteriological weapons, x-rays, radium and radium enrichment as well as its derivatives, unless the wounds were afflicted in the frame of handling a defect apparatus or by mishandling of equipment, or are the consequences of the necessary treatment needed because of the insured accident;
- h. in the event of an aneurysm, brain stroke, paralysis or delirium tremens, mental disorder, disease of the brain or disease of the spinal marrow as well as deafness or blindness that already existed.

### **§ 6 Obligations of the insured in case of a claim**

#### **a. In the case of disability**

In order to have a right to the insurer's services or indemnification the insured must notify the insurer within 5 days after the occurrence of the event. The insurer will reserve the right to order a medical examination by one of their own physicians or a well-known specialist at any time. The resulting costs will be borne by the insurer.

#### **b. In the case of death**

The rightful heirs are obliged to notify the insurer of the death and its origins/causes within 24 hours. Furthermore, they will have to agree as soon as possible to an autopsy made by a medical examiner designated by the insurer.

The resulting costs (if any) will be borne by the insurer. The notification of death must be made even though there has already been the notification of the accident or a disability.

#### **c. Documentation that must be provided**

The documents have to be sent to the dedicated claims management at the latest within 30 days after having been issued. The concerned documents are as follows:

- a. a detailed original medical report;
- b. the accident report and/or the statements drawn by the authorities;
- c. the original death certificate or a legally attested document.

### **§ 7 Physical or mental permanent impairment**

The Physical or mental ability of the insured person is impaired permanently due to an accident (disability).

An impairment is deemed permanent if it is expected to last for longer than three years and no change in the conditions can be expected.

The disability has

- a. occurred within 12 months after the accident and
- b. Is determined by a doctor in a text form within 15 months after the accident and has been claimed by you from us by submitting a medical certificate.

No entitlement to disability benefit exists if the insured person dies due to the accident within one year after the accident.



## Third Liability Insurance

The insurer will cover the personal legal liability in the event of damages the insured incurred in the agreed territory according to the insurance contract.

### § 1 Coverage

The insurer pays for the financial consequences of liability and compensates the damages inflicted by the insured to a third party during a stay in the agreed territory concerning:

- a. injuries (including death and disability), which were brought onto a third party (excluding the insured or a family member of the latter);
- b. material damage (incl. loss), that the insured has caused to a movable property (movables) of a third party.

### § 2 Explanations

The insurer will, in the event this claim is covered, determine the sum of the claim in view of the sums legally owed in the country in which the event took place.

### § 3 Procedure

With this contract the insured gives all rights to the insurer in order to lead a procedure in front of civil jurisdictions, including the right to exercise an appeal.

In the case of criminal actions, the insurer has the right to intervene and lead the defence of the insured, without any restrictions of rights, the insurer reserves the right to appeal or contest a decision.

If after the claim, the insured failed to meet his/her obligations, the insurer will still indemnify the third party with the damage. However the insurer can claim reimbursement against the insured for the sums that have been paid.

Additional fees (procedural, acknowledgements, etc.) are not deducted from the maximum sum insured. In the case of a conviction to the payment of a fee that is higher than the maximum sum insured, the insured will have to cover the costs.

### § 4 Conditions of indemnification

Before acknowledging any liability or providing compensation, the insured has to obtain the written approval from the insurer in advance for every case.

Less the deductible of EUR 250 per event, the compensation for bodily injuries and property damages (except rented property damage) inflicted on a third party cannot exceed the sum of EUR 1,000,000. In the event of rented property damages the compensation may not exceed the sum of compensation of EUR 100,000.

### § 5 Special Limitations and exclusions

The following limitations and exclusions are applicable additionally to the exclusions and limitations already mentioned, the insurer is not required to provide any indemnification, services or benefits if the damages are due to or may be referred to:

- a. the responsibility of an employee, a member of the family or a next-to-kin of the insured;
- b. personal objects of the insured as well as objects left in custody with the insured by another person or objects left in the insured's car while under his/her control;
- c. animals and objects either belonging to the third party or left in his/her custody;
- d. damage stemming from an intentional act, or from the committal of a fairly serious or even grossly negligent act;
- e. as a commercial or professional concern of the insured;
- f. matters concerning belongings and/or possession of property or a realty (exception is made for matters concerning a second residence outside of the domicile or habitual country of residence);
- g. matters concerning property, possession and the use of vehicles, planes or ships;
- h. court fees stemming from lawsuits.
- i. in connection with hunting activities;

### § 6 Deductible

The deductible of liability insurance is EUR 250 per event.



## Definitions

### 1. Policyholder

The natural person or legal entity applying for and concluding the insurance policy on his/her own behalf or on behalf of a third party, and, who, as a result, is liable to pay the insurance premium.

When the insurance is taken out for a third party the insured is the sole beneficiary. Any commitments the policyholder may have made to third parties have no effect on the parties of the contract, even if those commitments have influenced its signing.

### 2. The insured

The person who will benefit from insurance coverage. The generic term “insured” and any correlative terms will be used indiscriminately in the GIC refer to all genders.

### 3. Next of kin

Relatives by blood and affinity in the first or second degree and the life partner of the insured person.

Relatives by blood or affinity, these refer to:

#### Consanguinity in the first degree

- a. parents and adoptive parents
- b. children and adopted children.

#### Consanguinity in the second degree

- a. grandparents
- b. grandchildren
- c. brothers and sisters.

#### Affinity in the first degree

- a. parents-in-law and adoptive parents-in-law
- b. children and adopted children of the life partner
- c. the life partner of children and of adopted children.

#### Affinity in the second degree

- a. the grandparents of the life partner
- b. the grandchildren of the life partner
- c. the brothers and sisters of the life partner.

### 4. Third party

A person who is not in any way related to the insured, is not his/her spouse or flatmate and is not connected to them through work nor functioning as a corporate organ.

### 5. Insurance policy

The document that confirms and proves the existence of an insurance contract and records the rights and obligations of the parties.

### 6. Home country

The home country is the country of nationality mentioned in the passport of the insured. If the insured person holds more than one passport, the home country will be that country, which has been mentioned from the insured during the application process.

### 7. Claim

The unintentional event for which an insurance claim may be made, which occurs within the period and under the conditions specified in the GIC and which causes the insurer to fulfil the obligation to provide services to the insured within the legal and contractual constraints.

### 8. Accident

An accident is deemed to have occurred if the insured person involuntarily suffers damage to his or her health as a result of an occurrence which has a sudden and external impact on his or her body.

### 9. Pre-existing condition

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. It is strongly recommended that the insured undergoes, at his/her own expense, a thorough medical check-up prior to the taking out an insurance coverage.

### 10. Inpatient treatment



Admission to a hospital establishment (inpatient) for a period of 24 hours or more for emergency treatment which cannot be postponed. A hospital is an institution for the nursing, examination and treatment of patients and/or injured persons, which is generally recognized as such by the official, legally competent authorities.

#### 11. Deductible

The fixed amount specified in the policy which is at the expense of the insured in the event of a claim.

### Table of Benefits

Benefits (in EUR)	STANDARD	COMFORT
Annual Max. Insurance Sum	1,000,000	1,000,000
Inpatient treatment	Covered	Covered
Outpatient treatment	Covered	Covered
Prescribed medication	Covered	Covered
Medically necessary transportation to a hospital	Covered	Covered
Medical necessary Pregnancy Treatments	Covered (waiting period 8 months)	Covered (waiting period 8 months)
Pain-killing dental treatment	500	500
Repair of existing dentures and dental prostheses	300	300
Medical Aids required as a result of an accident	250	250
Rehabilitation measures	Only during inpatient treatments	Only during inpatient treatments
<b>Medical Assistance</b>		
Emergency assistance 24/7	included	included
Repatriation	30,000	30,000
Repatriation of mortal remains or cost of local funeral	30,000	30,000
<b>Accident Insurance</b>		
Sum insured in case of death/disability	Not covered	10,000/10,000
Search and Rescue due to accident	Not covered	5,000
<b>Third Party Liability Insurance</b>		
	<b>Deductible 250/event</b>	
Personal injuries and property damage	Not covered	1,000,000
Rented property damage	Not covered	100,000