

# **Consumer Conditions**

Genki Explorer - travel health insurance

# **Table of contents**

General Contract Information		3
1.	Type of insurance contracts	3
2.	Insurance cover	3
3.	Benefit exclusions	4
4.	Obligations at the conclusion of the contract	5
5.	Obligations during the contract period	5
6.	Obligations in the event of a claim	5
7.	Start of insurance cover	5
8.	Premium, premium payment, administration fee	6
9.	Contract cancellation	7
10.	Particularities	7
Gener	ral Consumer Information	8
1.	Insurers	8
2.	Applicable law, Place of jurisdiction	9
3.	Languages	9
4.	Appeal proceedings	9
Inform	nation on the right of revocation	11
Definition of terms		





Insurance Conditions of Allianz Partners	17
Introduction	17
Title I - Medical coverage	17
Article 1 - Coverage beneficiaries	17
Article 2 - Benefits	17
Article 3 – Excluded risks related to medical coverage	20
Article 4 - Excluded benefits related to medical coverage	21
Article 5 - Forfeiture of the right to a benefit	23
Article 6 - Compensation from other insurance contracts	23
Title II - Medical emergency assistance coverage	23
Title III - Table of Benefits - Area of coverage	26
Article 7 – Table of Benefits	26
Article 8 - Area of coverage	27
Law excerpts	<b>2</b> 8
Data protection notice	34
List of service providers	36



# **General Contract Information**

With the following information, we want to provide you with a first overview of our product *Genki Explorer*, which consists of one legally independent insurance contract developed by the LAC Living Abroad Community e.V. and concluded for its members. The following insurance conditions apply for this contract.

Please note, however, that this information is not exhaustive. The full binding content of the contract consists of

- General Contract Information
- General Consumer Information
- Insurance Conditions of Allianz Partners Genki Explorer (AVB-PW/PWT)
   (hereinafter: Insurance Conditions)
- Insurance Product Information Document (provided before your application)
- Certificate of Insurance (provided after your successful application)

# 1. Type of insurance contracts

Genki Explorer consists of travel health insurance for up to two years.

Genki Explorer is a group contract consisting of legally independent insurance contracts that provide insurance cover for members of the LAC Living Abroad Community e.V. (LAC) and participants of affiliated partner companies and organizations.

By participating in this contract, you will receive a certificate of enrollment with details on the Insured Person and the insured range of services.

The product *Genki Explorer* is exclusively offered and managed by DR-WALTER GmbH (DR-WALTER) and Genki UG (haftungsbeschränkt).

## 2. Insurance cover

This document provides an overview on the most important benefits. For detailed conditions and exclusions of benefits, please refer to the <u>Insurance Conditions</u>.



Medical cover	Limit
In-patient and out-patient treatment including operations	no limit
Drugs, medicines and bandages	no limit
Dental treatment for the relief of pain including simple fillings as well as repairs to restore the function of dentures and replacement teeth per insured event up to	€500
Medically necessary dental treatment as a result of an accident per insured event up to	€1,000
Out-patient first-response medical care of psychological illnesses up to a total of	€1,500 and 3 sessions
In-patient emergency medical treatment for mental and psychological disorders occurring for the first time, up to a total of	€20,000
Transportation costs to the next hospital with recognized emergency medical services	no limit
Medically effective and reasonable evacuation of the Insured Person to their place of residence	no limit
Repatriation of the Insured Person in case of death	no limit
General deductible per case – optionally –	€0/€50
Excess only for stays in the USA: for treatment in the emergency room; the excess is waived in case of medical necessity or subsequent in-patient treatment	€250
Extension of insurance cover in case of extended stay abroad for medical reasons	90 days

## 3. Benefit exclusions

There is no obligation to cover for

- costs for the medical treatment of illness, ailments and physical malformation as well as the
  consequences thereof, which have been medically treated or for which the Insured Person has
  sought medical advice within the last six months prior to commencement of insurance coverage;
- withdrawal and weaning treatments;
- treatments or rehabilitation measures at a health resort or sanitarium;
- dentures including dental crowns (except for simple repair), inlays and onlays as well as orthodontics and prophylaxis

(for details see Article 4 of the Insurance Conditions).



## 4. Obligations at the conclusion of the contract

You are not required to fulfill any pre-contractual duties of disclosure. Please fill out the application form correctly and in full so that we can properly assess and process your application. Incorrect information can result in full or partial loss of insurance cover.

## 5. Obligations during the contract period

During the contract period, you have no specific obligations to meet (except for payment of the premium).

For details, see the <u>Insurance Conditions</u>.

## 6. Obligations in the event of a claim

We depend on the cooperation of the Insured Person for quick and easy processing of any claims.

With regard to health insurance, it might be necessary in individual cases that the Insured Person:

- keeps the illness or the consequences of an accident as low as possible and avoids unnecessary costs,
- report the illness or the accident immediately, explain the extent of the damage and provide any relevant information,
- releases the treating doctor from their physician-patient privilege so that we can gather the necessary information,
- is diagnosed by a doctor of our choice upon request.

Failure to comply with obligations can result in full or parietal loss of insurance cover. For details, see the insurance conditions.

# 7. Start duration and end of insurance cover, waiting period, extension

The membership is purchased for up to two years. Insurance cover starts – subject to statutory rights to revoke – at the date stipulated in the certificate of enrollment, but not until payment of the premium. All times stated on the documents are to be understood in German time.

Insured events that occurred prior to the start of the insurance cover are not covered.



For details, see the <u>Insurance Conditions</u>.

If the insurance contract is concluded abroad, the waiting period for medical benefits is 14 days from the date of the confirmed start of insurance. The waiting period does not apply in case of an accident or medical help aiming to prevent acute danger to the Insured Person's life. The waiting period can be waived if the insurance is purchased immediately subsequent to prior insurance. In this case, please hand in a copy of your prior insurance when you file a claim that concerns cost within the waiting period.

The originally agreed duration of the contract can be extended up to two years.

The waiting period for insured pregnancy benefits is 10 months. Waiting periods are calculated from the start of the insurance.

The insurance coverage ends – also for pending treatments – with the expiry of the insurance contract or with the end of the stay abroad.

In the event of a return transport, the insured persons' insurance coverage ends on arrival at their place of residence in their home country or at the nearest suitable hospital to their place of residence.

For treatments pending after expiry of the maximum insurance period, the insurer shall immediately thereafter pay the agreed benefits for a maximum of a further 90 days, unless it is medically proven that a return journey is not possible due to inability to travel.

The insurance cover ends automatically at the end of the maximum insurance term of two years. It is possible to conclude a new contract under this tariff after a period of six months from the expiry of the expired insurance.

# 8. Premium, premium payment, administration fee

The monthly premium consists of the membership fee of the LAC, the health insurance contribution Sections 37, 38 German insurance contract law (VVG) apply analogously to the payment of contributions (see excerpts from the law).

- (1) The premium is indicated in the application and when the contract is concluded and is shown in the insurance confirmation and the premium invoice.
- (2) The premium for the first month will be charged immediately upon conclusion of the contract. Subsequent monthly charges will start one month after the start of your insurance.



## 9. Contract cancellation

The membership can be ended in advance in case of early cancellation of the stay abroad by the Insured Person. You can cancel your insurance on a monthly basis in the Member Center or via email to help@genki.world.

## 10. Particularities

- (1) In addition to Title I, <u>Article 2.1</u> Clause 2 of the <u>Insurance Conditions</u> there is insurance cover for up to 42 days outside the insured zone within an insured period of any 180 consecutive days.
- (2) Notwithstanding Title I, <u>Article 2.1</u> of the <u>Insurance Conditions</u> a stay in the home country of the <u>Insured Person</u> is considered to be included under the following conditions:
  - The stay in your home country does not exceed 42 days within an insured period of any 180 consecutive days.
  - The insured person left their home country at least once after the commencement of the insurance cover.
- (3) In addition to Title I, <u>Article 2.4</u> c of the <u>Insurance Conditions</u>, the Insured Person's mortal remains are transported back to their Home Country.
- (4) We ask you to file your claims through our Member Center.
- (5) Notwithstanding Title I, <u>Article 8</u> of the <u>Insurance Conditions</u> the medical costs must have occurred in one of the following zones:
  - Zone 1: worldwide excluding USA and Canada
  - Zone 2: worldwide including USA and Canada



# **General Consumer Information**

The product *Genki Explorer* is a travel health insurance offered and managed by DR-WALTER GmbH and Genki UG (haftungsbeschränkt). We, DR-WALTER GmbH, want to provide you as our customer with the following comprehensive information about the involved insurance company and the underlying insurance policy:

#### 1. Insurers

To offer you this insurance policy, DR-WALTER GmbH has teamed up with a carefully selected and renowned insurance company:

#### Health insurance is provided by:

Allianz Partners - AWP Health & Life SA

Eurosquare 2, 7 Rue Dora Maar

93400 Saint-Ouen, France

Court: Registre du Commerce et des Sociétés, Bobigny

Number: 401154679

#### The contract and service management is carried out by:

**DR-WALTER GmbH** 

Eisenerzstr. 34

53819 Neunkirchen-Seelscheid, Germany

Head office: Neunkirchen-Seelscheid

Registration Court: District Court Siegburg, HRB 4701

DR-WALTER GmbH acts as an insurance agent for one or multiple clients in accordance with § 34d par. 1 Industrial Code.

The competent authority is IHK Bonn / Rhein-Sieg, Bonner Talweg 17, 53113 Bonn, Tel. +49 228 2284 0, info@bonn.ihk.de, www.ihk-bonn.de.

DR-WALTER GmbH is registered in the register of insurance intermediaries under the number D-QAMW-L7N-VQ-57. You can verify this information at any time with the registration body:

DIHK | Deutsche Industrie- und Handelskammer, Breite Straße 29, 10178 Berlin P +49 30 20308-0, https://www.vermittlerregister.info.

DR-WALTER GmbH has a direct interest of 100% in the voting rights of DR-WALTER

Versicherungsmakler GmbH. No insurance company or parent company of an insurance company has a direct or indirect interest of more than 10% in voting rights or capital of DR-WALTER GmbH.



## 2. Applicable law, Place of jurisdiction

Unless otherwise stipulated, the contract is governed by German law.

Both German law and place of jurisdiction apply for all contractual arrangements affecting Genki Explorer in general, the LAC membership, and contract management by DR-WALTER GmbH.

Whereas in the event of a dispute, French law and place of jurisdiction apply for the insurance cover provided within the insurance policy of Allianz France.

# 3. Languages

Our correspondence with you will be both in English and German.

# 4. Appeal proceedings

In the event of a disagreement, please contact DR-WALTER GmbH:

#### **DR-WALTER GmbH**

Eisenerzstraße 34

53819 Neunkirchen-Seelscheid, Germany

Tel: +49 22 47 91 940

Email: beschwerde@dr-walter.com

We will try to find a mutually acceptable solution as quickly as possible. If we do not succeed in this endeavor, you can also contact an extra-judicial arbitrator:

For complaints that affect insurance, please send a letter or e-mail to

Allianz Partners - AWP Health & Life SA - Relations Clients

**Relations Clients** 

Eurosquare 2, 7 Rue Dora Maar

93400 Saint-Ouen, France

Email: client.care@allianzworldwidecare.com

AWP Health & Life SA is a signatory to the mediation charter of the French Federation of Insurance Companies. Therefore, in the event of a persistent and definitive disagreement, the Policyholder and/or Covered Person have the option, after exhausting all other possible amicable remedies, to opt for the Mediator of the French Federation of Insurance Companies, without prejudice to other possible legal action, who can be contacted at the following address:





#### La Médiation de l'Assurance

TSA 50 110, 75 441 Paris Cedex 09

https://www.mediation-assurance.org

For complaints that do not affect health insurance, please contact

Versicherungsombudsmann e. V. (ombudsman for insurance matters)

Postfach 080632, 10006 Berlin, Germany

Tel. 0800 3 696 000 (free telephone number from the German telephone network)

Tel. +49 30 206058 99 (from abroad)

E-mail: <u>beschwerde@versicherungsombudsmann.de</u>

For more information, go to: <u>www.versicherungsombudsmann.de</u>

This ombudsman is both responsible for extra-judicial arbitration in the event of a dispute arising from insurance contracts with consumers and between insurance brokers and policyholders. The policyholder's right to take legal action shall remain unaffected hereby.

#### Conciliation body of the European Commission

Consumers who have concluded their contract online (e.g. via a website) can also submit their complaint online via the platform <a href="https://ec.europa.eu/consumers/odr/">https://ec.europa.eu/consumers/odr/</a>. Your complaint will then be sent to the ombudsman for private health and long-term care insurance.

In addition, you can file a complaint with the

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)

(Federal Financial Supervisory Authority)

Graurheindorfer Straße 108

53117 Bonn, Germany

Tel: +49 228 41080

Email: poststelle@bafin.de

# Information on the right of revocation

# Section 1: Right to revoke, consequences of revocation, and special notes

### **Right of revocation**

You can revoke your contractual declaration in writing (e.g. by letter, fax, or email) without giving reasons within 14 days after the conclusion of the contract.

Your revocation period starts after you have received

- the certificate of insurance.
- the policy provisions, including the General Insurance Conditions applicable to the contractual relationship, which in turn include the tariff provisions,
- this information.
- the Insurance Product Information Document,
- and the other information listed in <u>Section 2</u>

in each case in writing. Timely sending of the revocation statement is sufficient for complying with the revocation period. Please send your revocation to

Allianz Partners – AWP Health & Life SA c/o DR-WALTER GmbH

Eisenerzstraße 34

53819 Neunkirchen-Seelscheid, Germany

If you wish to send your revocation by fax, please send it to +49 22 47 91 9440.

If you wish to send your revocation by email, please send it to <a href="mailto:help@genki.world">help@genki.world</a>.

## **Consequences of revocation**

In the event of an effective revocation, the insurance coverage shall end and the insurer shall reimburse you for the portion of the premiums attributable to the period after receipt of the revocation if you have agreed that the insurance coverage shall commence before the end of the revocation period. In this case, the insurer may retain the part of the premiums attributable to the period up to the receipt of the revocation; this is an amount equal to the number of days during which insurance coverage existed multiplied by 1/365 of the annual premium. The insurer shall reimburse any amounts to be repaid without delay, no later than 30 days after receipt of the revocation.



If insurance coverage does not commence before the end of the revocation period, the effective revocation shall result in any benefits received being returned and any benefits derived (e.g. interest) being reimbursed. If you have effectively exercised your right of revocation with regard to the insurance contract, you shall also no longer be bound by any contract related to the insurance contract. A related contract exists if it is related to the revoked contract and concerns a service provided by the insurer or a third party on the basis of an agreement between the third party and the insurer. A contractual penalty may neither be agreed upon nor demanded.

#### **Special notes**

Your right of revocation expires if the contract has been completely fulfilled by both you and the insurer at your express request before you have exercised your right of revocation.

# Section 2: Further information required for the start of the deadline

With regard to the further information referred to in <u>Section 1</u> sentence 2, the information requirements are detailed below:

### Subsection 1: Information requirements for all classes of insurance

The insurer is required to provide you with the following information:

- the identity of the insurer and of the branch, if any, through which the contract is to be concluded; the commercial register in which the legal entity is registered and the corresponding registration number must also be provided;
- 2. the address for service of the insurer and any other address relevant to the business relationship between the insurer and you, in the case of legal persons, associations of persons or groups of persons also the name of an authorized representative; insofar as the notification is made by transmitting the contractual provisions including the General Insurance Conditions, the information shall be provided in a prominent and clearly designed form;
- 3. the insurer's principal business activity;
- 4. information on the existence of a guarantee fund or other compensation arrangements; the name and address of the guarantee fund must be provided;
- 5. the essential features of the insurance benefit, in particular information on the type, scope and due date of the insurer's benefit;



- 6. the total price of the insurance, including all taxes and other price components, with the premiums shown individually if the insurance relationship is to comprise several independent insurance contracts, or, if an exact price cannot be stated, information on the basis of its calculation, enabling you to verify the price;
- 7. details regarding payment and fulfillment, in particular the method of payment of premiums;
- 8. the time limit of the validity of the information provided, for example, the validity period of limited offers, especially with regard to the price;
- information on how the contract was drafted, in particular on the start of the insurance and the
  insurance coverage, as well as the duration of the period during which the applicant is to be bound
  by the application;
- 10. the existence or non-existence of a right of revocation as well as the conditions, details of the exercise, in particular the name and address of the person to whom the revocation is to be declared, and the legal consequences of the revocation, including information on the amount you may have to pay in the event of revocation; insofar as the notification is made by transmitting the contractual provisions, including the General Insurance Conditions, the information shall be provided in a prominent and clearly designed form;

11a. information on the contract period;

11b.information on the minimum term of the contract;

- 12. information on the termination of the contract, in particular on the contractual terms of termination including any contractual penalties; if the notification is made by transmitting the contractual provisions including the General Insurance Conditions, the information shall be provided in a prominent and clearly designed form;
- 13. the member states of the European Union whose law the insurer uses as a basis for establishing relations with you before concluding the insurance contract;
- 14. the law applicable to the contract,
- 15. the languages in which the terms and conditions of the contract and the advance information referred to in this subsection will be communicated and the languages in which the insurer undertakes, with your consent, to communicate during the term of this contract;
- 16. possible access for you to an extrajudicial complaint and appeal procedure and, if applicable, the conditions for such access; it must be expressly stated that this does not affect the possibility for you to take legal action;
- 17. name and address of the competent supervisory authority and the possibility of lodging a complaint with this supervisory authority.

# **Definition of terms**

The words and terms listed below and used in this product information have the following meanings:

#### Abroad, Foreign Country/Countries

Abroad and foreign country/-ies means all countries except the Home Country.

#### **Accident**

An accident is deemed to have occurred if the insured person suffers involuntary damage to their health as a result of an event which suddenly impinges on their body from outside.

#### **Acts of God**

Acts of God are: explosions, storms, hail, lightning, floods, avalanches, volcanic eruptions, earthquakes, landslides.

### **Country of Stay**

Country of stay is the foreign country where the Insured Person temporarily stays.

## **Free Climbing**

This term refers to the act of ascending any natural or artificial outdoor surface, such as rock formations, cliffs, or structures, with or without safety equipment, using only one's body and physical strength. This exclusion does not apply to indoor climbing activities conducted in designated climbing gyms or facilities.

## **Home Country**

Home country is the country where you have friends & family, a place to stay, no visa requirements and access to local healthcare.

## **Immediately**

Without undue delay.



#### **Insured Person/Covered Person**

Insured person is the person mentioned by name in the insurance certificate who is covered by the insurance policy.

#### **Insured Stay**

Insurance cover is provided for the period mentioned in the insurance certificate. Insurance cover should always be purchased for the entire stay abroad and thereby include the entire outward and return journey to the country of stay or the home country.

#### LAC

LAC stands for LAC Living Abroad Community e.V. The LAC is an association that looks after the interests of people living abroad and provides them with information and services. Among these services is the framework agreement PW/PWT that LAC concluded as the policyholder, thereby providing insurance cover for its members during their stay abroad.

#### Medically necessary, medically necessary treatment

- Treatments and diagnostic procedures are only covered if they are used for diagnostic, curative
  and/or palliative purposes, are medically necessary or appropriate. It is required that they are
  carried out by a legally accredited physician, dentist or other therapist. Claims/costs are only
  paid/reimbursed if the medical diagnosis and/or prescribed treatment is consistent with generally
  accepted medical practice. Treatments that the Insured Person undergoes against medical advice
  are not deemed to be medically necessary.
- 2. Medical services or healthcare are only deemed to be medically necessary and appropriate, if
  - a) they are necessary in order to diagnose or treat the condition, illness or injury of a patient;
  - b) ailments, diagnosis and treatment are consistent with the underlying illness;
  - c) they are the most appropriate kind and level of healthcare; and
  - d) if they are only carried out for an appropriate treatment duration.

## **Motorcycle and Car Racing**

This term refers to any organized or unorganized competitive event, activity, or practice session involving the use of motorcycles, cars, or other motorized vehicles. This exclusion does not apply to casual go-karting activities solely intended for leisure or recreational purposes.





#### New and acute onset illness

A new and acute onset illness refers to a medical condition that suddenly and unexpectedly arises with no history of the condition within six month prior to the commencement of the insurance coverage. It is characterized by rapid onset, severe symptoms, distinguishing it from mild and pre-existing diseases. The determination of such an illness is subject to a qualified medical professional.

## **Policyholder**

Policyholder is the association LAC Living Abroad Community e.V. for its members as well as for companies and organizations that cover stays abroad of their members through LAC.

# Insurance Conditions of Allianz Partners

Genki Explorer (AVB-PW/PWT)

## Introduction

The association known as "Living Abroad Community (LAC)" has taken out with Allianz Partners a Health Plan on behalf of one of its members. The purpose of such a plan is to provide the members with the reimbursements complementary to the benefits in kind paid by the European Health Insurance Card.

## Title I – Medical coverage

#### Article 1 - Coverage beneficiaries

The Covered Person alone.

#### Article 2 - Benefits

The guarantees granted to each Beneficiary including amounts and maximum limitations are provided in the <u>Table of Benefits</u> hereafter.

The benefits consist in covering the medical expenses incurred by the Covered Person.

Medical care to be covered must be recognised by the local medical authorities and provided by authorised practitioners (in compliance with the laws, regulations or other reasonable and customary relating to the practice of this profession in the country concerned).

#### 2.1 Cover provided

- In the event of illnesses, which occur in acute form, and accidents abroad, the insurer will pay the costs of
  - a) medical treatment;
  - b) medical transport;
  - c) repatriation of the deceased person in the event of death.
- 2. Trips outside the rating area during the insured stay are covered up to a maximum of 42 days. Where travel is interrupted, home holidays are covered up to 6 weeks. Several home holidays are also possible as long as the overall duration does not exceed 6 weeks. Insurance is provided during home holidays only for the costs resulting from an accident or a new and acute onset illness (as





these terms are defined) if the treatment was practised by a general or specialized practitioner or the hospitalization was a necessity owing to the emergency and took place within twenty-four hours.

In all other cases, after express approval by the insurer.

#### 2.2 Medical treatment

- 1. The insurer will pay the costs of medical treatment required, which is performed or ordered by doctors. This includes in particular
  - a) in-patient treatment in hospital including operations;
  - b) out-patient treatment;
  - c) drugs, medicines and bandages;
  - d) out-patient first-response medical care of psychological illnesses up to a total of €1,500;
  - e) in-patient emergency medical treatment for mental and psychological disorders occurring for the first time, up to a total of €20,000.
  - f) aids (e.g. aids for walking, rental of a wheelchair), if they are required for the first time on account of an accident or an illness during the insured stay.

#### 2. Dental treatment

- a) The insurer will reimburse the costs for dental treatment for the relief of pain, including simple or temporary fillings and repairs to restore the function of dentures and replacement teeth up to a total sum of €500 for each insured event.
- b) If dental treatment is medically necessary as a result of an accident which the Insured Person has suffered during the insured stay, the insurer will pay the costs up to a total of €1,000 for each insured event. An accident is deemed to have occurred if the Insured Person suffers involuntary damage to their health as a result of an event which suddenly impinges on their body from outside.
- 3. If the Insured Person is not medically transportable at the time of insurance expiry, the necessary medical costs will be covered until the Insured Person is medically transportable.
- 4. Telephone costs to make contact with the emergency call center of the insurer will be paid up to €25 for each insured event.

#### 2.3 Pregnancy / Labor

- 1. In the event of pregnancy occurring during the insured stay, the insurer will pay the costs for
  - a) antenatal checkups up to and including the 12th week of pregnancy;



- b) two ultrasound examinations, unless further scans are medically necessary on account of special circumstances;
- c) treatment for complications during pregnancy;
- d) out-patient or in-patient labor. Additional costs for a Caesarean operation are also eligible for repayment, provided it is medically necessary;
- e) medically necessary termination of pregnancy;
- f) birth assistants and midwives:
- g) postnatal care of the mother and the newborn. The payments for newborns are limited to €50,000.
- 2. The waiting period for insured pregnancy benefits is 10 months. Waiting periods are calculated from the start of the insurance. During the waiting period, insurance coverage is only provided in case of an acute and unforeseeable deterioration in the state of health of the mother and/or child.
- 3. If the pregnancy had already arisen before the commencement of the insured stay, the insurance cover is restricted to acute and unforeseeable deterioration in the health of the mother and/or child.

#### 2.4 Medical transport / Repatriation

The insurer will pay the costs for

- a) medically necessary transport abroad for hospitalization or initial outpatient treatment in a hospital; transport must be provided by a recognized emergency medical service;
- b) medically effective and reasonable evacuation of the Insured Person to their place of residence in the home country or to a suitable hospital nearest to their place of residence. In the case of trips, the insurer will also pay the costs for medically effective and reasonable evacuation to the place of stay in the country of stay or to a suitable hospital nearest to their place of stay in the country of stay;
- c) repatriation of mortal remains of the Insured Person to the place of residence prior to the trip or, optionally, burial abroad up to the amount of the repatriation costs.

#### 2.5 Claims for medical costs

The medical costs claim form is provided by the insurer and must be submitted to it with the relevant supporting documents.

The insurer may request, when relevant, any further document necessary for the application of the coverage.



The Covered Person shall be liable for any information provided by them which appear to be false, forged or exaggerated or any fraudulent or deceitful action by them; all undue payments paid by the insurer on the basis of these incorrect data shall be recovered.

#### 2.6 Benefits amount

The reimbursements of medical costs are paid in Euro up to the maximum amounts stated below in the coverage table, per Covered Person, per civil year and up to the limit of the actual costs.

The benefits amount is calculated for each reasonable and customary cost item and according to the terms of this policy.

The reasonableness and customariness are assessed according to the medical practise which prevails in the country where the care is provided (treatment type, care and medical equipment quality, geographical area and country) and are subject to coding and rating standards of the medical procedures and treatments referenced or nomenclatured in each country.

The unreasonableness and uncustomariness may lead to a refusal of reimbursement for the medical costs or a limitation of the reimbursement amount.

#### 2.7 Limitation to actual costs

Pursuant to Article 9 of the Act no. 89–1009 of August 30, 1990, and the Decree no. 90–769 of August 30, 1990, the reimbursements or compensations of the costs incurred by an illness, maternity or accident shall not exceed the amount of the costs remaining payable by the Covered Person after the payment of the benefits of any type they're entitled to.

Benefits of the same type taken out with several insuring bodies shall be enforceable up to the limit of each benefit, whatever the date it has been taken out. Within this limit, the policy beneficiary may obtain an additional compensation by submitting the breakdown of benefit(s) paid by the other insuring body(ies).

For the purpose of the aforementioned provisions, the limitation to the costs remaining payable by the Covered Person is determined by the insurer for each medical procedure or cost item.

## Article 3 - Excluded risks related to medical coverage

Any costs incurred by the following events are not covered by the insurer:

- a claim arising directly or indirectly from the decay of an atomic nucleus,
- the consequences of a civil or non-civil war, an insurrection, a riot, an attack, a commotion or an act of terrorism, whatever the place these events take place and their protagonists, except if the Covered Person does not take an active part in such event or if they're called upon to perform a





maintenance or monitoring mission in order to ensure the security of people and goods for the policyholder association.

The insurer reserves the possibility of modifying the coverage for one or several specific territories, subject to a 15-days prior notice to the Policyholder Association. This one may refuse this modification and terminate the policy by sending the insurer a registered letter with acknowledgement of receipt within 30 days from the date of receipt of the endorsement submitted by the insurer. The termination shall take effect on the first day of the calendar quarter following the refusal notification.

The Policyholder Association shall inform the member of the termination.

#### Article 4 - Excluded benefits related to medical coverage

The following benefits are not covered by the present contract, unless otherwise stipulated or to the exclusion of the benefits specified as being covered in the <u>Table of Benefits</u> hereunder:

- costs for medical treatment of illnesses, ailments, and abnormalities and their consequences which
  the insured person was already suffering from at the start of insurance, as well as all costs for
  medical treatment of illnesses, ailments, and abnormalities and their consequences for which there
  was a medical consultation in the last 6 months before the start of insurance or which were treated
  during this period;
- medical treatment and other measures ordered by a doctor where the Insured Person was aware when starting the insured stay that, if the insured stay took place as planned, the treatment would have to be given for medical reasons;
- costs for the medical treatment and other medically prescribed measures as well as medical
  transport, rescue and recovery measures in relation to the practice of sports where participants
  receive payment for their performance and the following sports: Motorcycle and Car Racing,
  including the training related hereto, parachuting, paragliding, bungee jumping, base-jumping,
  mountaineering (as long as special climbing equipment is required), free climbing, sport diving and
  scuba diving;
- any preventive treatment, vaccination, health check-up, as well as screenings;
- procurement and repair of heart pacemakers, prostheses, aids to sight and hearing aids;
- costs of accident or illness caused by mental illness or impaired consciousness, if this is a result of the consumption of alcohol, illegal drugs, intoxicants or sedatives, sleeping tablets or other narcotic substances;
- acupuncture, fango and massages;
- need for care or safe-keeping;



- outpatient consultations of psychotherapy, psychoanalysis, hypnosis and the relevant treatments, if not covered under aforementioned details of benefits;
- payments for pregnancy and labor, if the pregnancy had already arisen before the commencement
  of the insured stay, unless there is an acute and unforeseeable deterioration in the health of the
  mother and / or child:
- medical checks, studies, treatments, consultations and complications relating to sterility, sterilization, sexual dysfunctions, contraception including insertion or removal of contraceptive devices, induced termination of pregnancy, except in the case of an interruption of pregnancy medically necessary and performed in compliance with local legislation;
- treatments provided outside the geographical area of the coverage as set out in the special conditions, except as provided for in <u>Article 8</u>;
- any form of experimental or uncontrolled treatment which does not follow customary or traditional, commonly accepted medical practices, unless the insurer has given its specific consent, and any form of treatment not recognized by the medical authorities where the treatment took place, or in the country of origin of the Covered Person;
- ancillary or "comfort" costs in case of hospitalization (telephone, television, hotel, Internet);
- medical care or treatments for drug addiction or alcoholism;
- disintoxication treatments;
- any surgery or treatment relating to a gender reassignment;
- the sterility, the diagnostics, treatments or complications arising from the sterilisation, the sexual dysfunction and the contraception, including the introduction or extraction of contraceptive device and any other contraceptive's methods, even if prescribed;
- any elective/voluntary surgery and/or plastic/aesthetic surgery;
- aesthetic treatments and consultations, rejuvenation cures, slimming cures;
- thermal cures;
- transportation and accommodation costs relating to thermal cures;
- medical costs relating to health or wellness treatments, e.g. thalassotherapy or ayurveda, and stays and health courses in therapy or fitness centers, even if this is medically prescribed;
- medical costs relating to a stay in a rest home or a convalescent home, except if this stay results from an hospitalization or a severe surgery assessed by the insurer;
- consultations, treatments and complications relating to hair loss or hair transplantation, unless this treatment results from a hair loss caused by a serious illness;



- treatments to modify the refraction of an eye or both eyes (laser eye correction), including refractive keratotomy (RK) and photorefractive keratectomy (PRK);
- non-prescription medicines and non-prescribed para-pharmacy;
- costs for medical treatment and other medically ordered measures as well as for ambulance transport, rescue and recovery measures related to the practice of professional sports.

#### Article 5 - Forfeiture of the right to a benefit

The Covered Person is deprived of all rights to the benefits of a claim in the event the Covered Person voluntarily makes a false declaration about that claim including the date, nature, causes, circumstances and/or consequences and/or amount of the loss.

The forfeiture of this right also applies in the event the Covered Person knowingly uses inaccurate documents as supporting documents for that claim.

#### **Article 6 – Compensation from other insurance contracts**

If compensation can be claimed from another insurance contract in the event of an insured event, the other contract shall take precedence over it.

This also applies if subordinate liability is also agreed in one of these insurance contracts, regardless of when the other insurance contract was concluded. If the insured event is first reported to us, we will make advance payment and contact the other insurer directly for the purpose of sharing the costs. We will waive cost sharing with a private health insurance company if this results in disadvantages for the Insured Person (e.g. premium refund).

# Title II - Medical emergency assistance coverage

It is agreed that the insurer delegates the execution of the following assistance services to DR-WALTER GmbH as specified in the administrative agreement.

## **Cover provided**

The insurer will provide 24-hour assistance services through its Emergency Call Center in the event of the Insured Person suffering any of the following medical emergencies during the insured stay.



#### Illness / Accident

#### 1. Information about medical care

The insurer will, on request, provide information before and after the start of the insured stay on the options for care of the Insured Person by a doctor. Where possible, it will appoint a German-speaking or English-speaking doctor.

#### 2. Hospitalization

Where the Insured Person is treated as an in-patient in a hospital, the insurer will provide the following services:

#### a) Care

Through a doctor appointed by the insurer, contact will be established with the hospital doctors giving treatment and, where required, with the Insured Person's doctor at home and will ensure information is passed between the doctors involved. The insurer will, on request, ensure that relatives of the Insured Person are informed.

#### b) Hospital visit

If hospitalization looks likely to last for more than five days, the insurer will organize the outward journey for a person close to the Insured Person to the place of hospitalization and from there the return journey back to their place of residence. The insurer will pay the costs of the means of transport. Should the Insured Person require accommodation in the vicinity of the hospital or the place of the funeral, the insurer will arrange the same and bear accommodation costs of up to €70 per day for a maximum of seven days.

#### c) Cost payment guarantee / settlement

The insurer will give the hospital a guarantee to pay costs up to €15,000. In the name of and at the request of the Insured Person, it will settle with the bodies responsible for bearing the costs of treatment. Costs the insurer paid for not covered under this insurance policy must be paid back to the insurer by the insured person within one month of invoicing.

#### 3. Medical evacuation

The insurer will organize the medically effective and reasonable evacuation of the Insured Person to their place of residence in the home country or to a suitable hospital closest to the place of residence of the Insured Person by a medically appropriate means of transport (including air ambulance), if it is likely that the insured stay will have to be definitively terminated as a result of the illness / injury.



In the case of trips, the insurer will also pay the costs for medically effective and reasonable evacuation to the place of stay in the country of stay or to a suitable hospital nearest to the Insured Person's place of stay in the country of stay.

#### **Dispatch of medicines**

- Where the Insured Person requires medicines which have been lost during the insured stay the
  insurer will organize procurement or replacement medicines and send them to the Insured Person
  and pay for their dispatch.
- 2. The Insured Person must refund the cost of replacement medicines to the insurer within one month of the account being rendered.

#### **Death**

If the Insured Person dies during the insured stay, the insurer will, at the request of the relatives, organize burial abroad or repatriation of the deceased person to the place of burial.

#### Psychological counseling

If the Insured Person suffers acute mental trauma during the insured stay requiring psychological assistance, the insurer will provide an initial counseling by telephone.

## Obligation following occurrence of an insured event

- The Insured Person will be under an obligation to make contact with the Emergency Call Center of the insurer immediately.
- 2. If this obligation is intentionally not met, the insurer will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to willful intent nor to gross negligence.

If an obligation is not met by virtue of gross negligence, the insurer will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the Insured Person. The insurer will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether the insurer has an obligation to pay the claim and if so, the level of payment to be made, unless the Insured Person has acted fraudulently.



# Title III - Table of Benefits - Area of coverage

#### **Article 7 - Table of Benefits**

The purpose of the medical cover is to provide reimbursements complementary to the benefits paid by the European Health Insurance Card.

Medical cover	Limit
In-patient and out-patient treatment including operations	no limit
Drugs, medicines and bandages	no limit
Dental treatment for the relief of pain including simple fillings as well as repairs to restore the function of dentures and replacement teeth per insured event up to	€500
Medically necessary dental treatment as a result of an accident per insured event	tup to €1,000
Out-patient first-response medical care of psychological illnesses up to a total c	of €1,500 and 3 sessions
In-patient emergency medical treatment for mental and psychological disorders occurring for the first time, up to a total of	£20,000
Transportation costs to the next hospital with recognized emergency medical set	rvices no limit
Medically effective and reasonable evacuation of the Insured Person to their placeresidence	e of no limit
Repatriation of the Insured Person in case of death	no limit
General deductible per case – optionally –	€0/€50
Excess only for stays in the USA: for treatment in the emergency room; the excess is waived in case of medical necessity or subsequent in-patient treatment	
Medical emergency assistance and full assistance	Coverage
Information about medical care	service
spatch of medicines costs of dispatch	
lospital visit of a person close to the Insured Person if transportation cosospitalization looks likely to last more than 5 days hotel costs up to €70 per dup to a maximum of 7 days	



Interruption of insured stay due to severe illness or accident of family members in case of in-patient treatment of more than 5 days

transportation costs

#### Article 8 - Area of coverage

The medical costs must have been incurred within the insurance period:

- in one of the regions or countries of the following rating area:
  - Zone 1: Europe Europe defined as EU, Norway, Iceland, Liechtenstein, Switzerland, Andorra,
     Monaco, San Marino and Vatican City
  - o Zone 2: Worldwide Worldwide without USA and Canada
  - o Zone 3: Worldwide USA and Canada
- in another country:
  - during a trip of less than six weeks, only for the costs resulting from an accident or a new and acute onset illness, as these terms are defined, provided the treatment was practised by a general or specialized practitioner or the hospitalization was a necessity owing to the emergency and took place within twenty-four hours,
- in all other cases, after express approval by the insurer.



# Law excerpts

# **German Insurance Contract Act (VVG)**

#### § 8 Policyholder's right of revocation

- (1) The policyholder may revoke his contractual agreement within 14 days. The policyholder shall declare his revocation to the insurer in writing, but need not state any reason; timely dispatch shall suffice for compliance with the time limit.
- (2) The revocation period shall begin at such time as the policyholder receives the following documents in writing:
  - 1. the insurance policy and the terms of contract, including the general terms and conditions of insurance, as well as the other information in accordance with section 7 (1) and (2), and
  - 2. a clearly worded instruction regarding the right of revocation and the legal consequences of the revocation which makes clear to the policyholder his rights commensurate with the requirements of the means of communication employed, and the names of the person to whom the revocation is to be declared, with an address at which documents may be served, as well as a note making reference to the commencement of the revocation period and to the rules set out in subsection (1), second sentence. (...)
- (3) The right of revocation shall not apply
  - 1. to contracts of insurance with a term of less than one month,
  - 2. to contracts of insurance for provisional cover, unless they are distance contracts within the meaning of section 312b (1) and (2) of the German Civil Code,

(...)

## § 14 Due date of the payment

- (1) Payments of the insurer are due after the end of the assessment required to determine the occurrence of an insured event and the amount of compensation payable by the insurer.
- (2) If such assessment is not finished after expiry of one month since the notification of the insured event, the policyholder can request payment by installments amounting to the minimum that the insurer can be expected to be required to pay. The period shall be suspended as long as the assessment cannot be finished due to a fault of the policyholder.



(3) Any agreement under which the insurer is exempt from his obligation to pay default interest shall be invalid.

#### § 19 Duty of disclosure

- (1) The policyholder shall disclose to the insurer before making his contractual acceptance the risk factors known to him which are relevant to the insurer's decision to conclude the contract with the agreed content and which the insurer has requested in writing. If, after receiving the policyholder's contractual acceptance and before accepting the contract, the insurer asks such questions as are referred to in the first sentence, the policyholder shall also be under the duty of disclosure as regards these questions.
- (2) If the policyholder breaches his duty of disclosure under subsection (1), the insurer may withdraw from the contract.

(...)

### § 28 Breach of a contractual obligation

- (1) In case of a breach of a contractual obligation towards the insurer that the policyholder needs to fulfill prior to the occurrence of the insured event, the insurer may cancel the contract without notice within one month from the time he becomes aware of the breach, unless the breach is not the result of intention or gross negligence.
- (2) Where the contract stipulates that the insurer is exempt from its liability to pay in case of a breach of a contractual obligation that the policyholder needs to fulfill, the insurer is only exempt from its liability to pay if the policyholder has deliberately breached the obligation. In the event of a grossly negligent breach of the obligation, the insurer shall be entitled to reduce his benefits according to the severity of the fault of the policyholder; the burden of proof for the non-existence of a grossly negligent behavior lies with the policyholder.
- (3) By way of derogation from paragraph 2, the insurer is obliged to pay if the breach of the obligation was neither the cause for the occurrence or determination of the insured event nor for the determination or scope of the insurer's liability to pay. Sentence I shall not apply if the policyholder has fraudulently breached the obligation.
- (4) Where an obligation to provide information is breached after the occurrence of the insured event, the insurer's full or partial exemption from performance according to paragraph 2 requires that the insurer has informed the policyholder in writing by separate notification about this legal consequence.



(5) An agreement based on which the insurer is entitled to withdraw from the contract in the event of the non-observance of an incidental obligation shall be void.

#### § 37 Delayed payment of first insurance premium

- (1) If the single premium or the first premium is not paid in good time, the insurer shall be entitled to withdraw from the contract as long as the payment has not been made, unless the policyholder is not responsible for the non-payment.
- (2) If the single premium or first premium has not been paid when the insured event occurs, the insurer shall not be obligated to effect payment, unless the policyholder is not responsible for the non-payment. The insurer shall only be released from liability if he had informed the policyholder of the legal consequence of non-payment of the premium in writing in a separate communication or by means of a conspicuous note in the insurance policy.

#### § 38 Delayed payment of subsequent premium

- (1) If a subsequent premium is not paid in good time, the insurer may set the policyholder a payment deadline of no less than two weeks at his expense and in writing. The setting of the deadline shall only be effective if it details the individual amounts of the premium which are in arrears, the interest and costs, as well as quoting the legal consequences associated in accordance with subsections (2) and (3) with expiry of the time limit; in the case of consolidated contracts, the amounts must be quoted separately.
- (2) If the insured event occurs after the deadline expires, and if the policyholder is in arrears as regards the payment of the premium or of the interest or costs, the insurer shall not be obligated to effect payment.
- (3) The insurer may, after the deadline expires, terminate the contract without prior notice insofar as the policyholder is in arrears as regards the payment of the due amounts. The termination can be linked to the setting of the payment deadline in such a way that it becomes effective once the deadline expires if the policyholder is in arrears as regards the payment at that point in time; the policyholder must be explicitly informed of this in the termination. The termination shall become void if the policyholder makes the payment within one month after the contract has been terminated or, if it has been linked to the setting of a deadline, within one month after the deadline expires; subsection (2) shall remain unaffected.



#### § 39 Termination of the contract before the agreed date

(1) In the event of the termination of the insurance agreement before the end of the period of insurance, the insurer shall be entitled only to that share of the premium for that period of insurance which corresponds to the period in which the insurance cover existed. If the insurance agreement is terminated on account of withdrawal in accordance with section 19 (2) or on account of avoidance by the insurer due to fraudulent misrepresentation, the insurer shall be entitled to the insurance premium up until such time as the declaration of withdrawal or avoidance becomes effective. If the insurer withdraws on the basis of section 37 (1), he may demand an appropriate fee.

(...)

#### § 86 Subrogation of claims for compensation

- (1) Where the policyholder has a claim for compensation against a third party, the insurer is subrogated to this claim if he compensates the damage. This subrogation cannot be asserted to the policyholder's disadvantage.
- (2) The policyholder has to assert his / her claim for compensation or any right to secure this claim properly and in due time and assist the insurer, as far as necessary, in enforcing such claim for compensation. Where the policyholder breaches this obligation intentionally, the insurer is exempt from his liability to pay insofar as he can consequently not claim compensation from the third party. In case of a grossly negligent breach of obligations, the insurer is entitled to reduce his benefits according to the severity of the policyholder's fault. The burden of proof for the non-existence of a grossly negligent behavior lies with the policyholder.
- (3) If the policyholder's claim for compensation is against a person with whom he / she lived in cohabitation when the damage occurred, the subrogation in accordance with paragraph 1 cannot be asserted unless this person has intentionally caused the damage.

## § 193 Insured person; obligatory insurance

- (1) The health insurance may be taken out for the policyholder or for another person. The insured person shall be that person for whom the insurance is taken out.
- (2) Where the knowledge and the conduct of the policyholder are of legal significance under this Act, in the case of insurance for another person, account shall also be taken of the knowledge and conduct of that person.
- (3) Each person with a place of residence in Germany shall be obligated to conclude and maintain with an insurance company licensed to operate in Germany for himself and for the persons legally represented by him, insofar as they are not themselves able to conclude contracts, a



cost-of-illness insurance which comprises at least a cost refund for outpatient and inpatient treatment and in which the absolute and percentage excesses for outpatient and inpatient treatment which have been agreed for services covered by the respective tariff for each person to be insured are limited to an amount of Euro 5,000 per calendar year; for persons entitled to medical expenses assistance, the possible excesses emerge through the analogous application of the percentage not covered by the rate of medical expenses assistance to the maximum amount of Euro 5,000. The obligation in accordance with the first sentence shall not apply to persons who

- 1. are insured or subject to obligatory insurance in statutory health insurance, or
- 2. have a right to free treatment, to medical expenses assistance or to comparable rights to the extent of the respective entitlement, or
- 3. have a right to benefits in accordance with the Asylum-Seekers Benefits Act, or
- 4. are recipients of recurrent benefits in accordance with the Third, Fourth and Seventh Chapters of Social Code Book XII, and recipients of benefits in accordance with Part 2 of Social Code Book IX, for the duration of the receipt of such benefits and during periods of an interruption of the receipt of benefits of less than one month if the receipt of benefits commenced prior to 1 January 2009.

A cost-of-illness insurance contract agreed prior to 1 April 2007 shall be deemed to meet the requirements of the first sentence.

(...)

## § 213 Collection of personal health data from third parties

- (1) The insurer is only allowed to collect personal health data from the following third parties: physicians, any kind of hospitals, nursing homes and staff, other personal insurance providers and providers of compulsory health insurance as well as employers' liability insurance associations and authorities; such collection of data is only allowed if knowledge of said data is necessary to assess the insured risk or the liability to pay and if the affected party has given his / her declaration of consent.
- (2) The declaration of consent in accordance with paragraph 1 can be given prior to issuing the contract statement. The affected person must be informed about data collection as stipulated in paragraph 1 and may object to the collection.
- (3) The affected person can request at any time that a collection of data is only carried out if he / she gave his / her consent for each individual data collection.



(4) The affected person must be informed about his / her rights, in particular about the right of objection in accordance with paragraph 2 when being informed about data collection.

# **German Criminal Code (STGB)**

## § 218a Exemption from punishment for abortion

(...)

- (2) A termination which is performed by a physician with the consent of the pregnant woman is not unlawful if, considering the pregnant woman's present and future circumstances, the termination is medically necessary to avert a danger to the life of or the danger of grave impairment to the pregnant woman's physical or mental health and if the danger cannot be averted in another manner which is reasonable for her to accept.
- (3) The conditions of subsection (2) are also deemed fulfilled with regard to a termination performed by a physician with the consent of the pregnant woman if, according to medical opinion, an unlawful act under sections 176 to 178 has been committed against the pregnant woman, there are cogent reasons to support the assumption that the pregnancy was caused by the act and no more than 12 weeks have elapsed since conception.

(...)



# **Data protection notice**

# a) Data protection principles of DR-WALTER GmbH (hereinafter referred to as DR-WALTER)

The protection of your privacy and of your personal data is paramount to us. We guarantee that we will always treat your data with the utmost confidentiality. Nowadays, insurance companies can only carry out their tasks with the aid of electronic data processing (EDP). Our state-of-the-art EDP enables us to handle contractual relationships correctly, quickly and in a cost-effective manner.

Both our behavior and our tools are in accordance with the General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG) as well as with other specific regulations for online data protection. Our data protection officer ensures that our data protection principles and any relating regulations are fully met.

For further information, please go to <a href="https://www.dr-walter.com/en/data-protection.html">https://www.dr-walter.com/en/data-protection.html</a>.

# b) Information about the use of your data by DR-WALTER

We need your personal data to process your applications and contracts, for claims handling and for individual supervision and consultancy. Collection, processing and use of your data are regulated by law. We have adopted a code of conduct for the handling of personal data that complies with the code of conduct of the German Insurance Association (GDV). Our code of conduct is based on data protection regulations of the German Insurance Contract Act (VVG), the General Data Protection Regulation (GDPR), the Federal Data Protection Act as well as other significant laws but also on further measures to strengthen data protection. For more information, go to <a href="https://www.dr-walter.com/en/data-protection/personal-data.html">https://www.dr-walter.com/en/data-protection/personal-data.html</a> to learn about our code of conduct with regard to handling your personal data.

DR-WALTER cooperates with several service providers in the use of health data and other data protected under § 203 German Criminal Code (StGB). At <a href="https://www.dr-walter.com/en/data-protection/list-of-service-providers.html">https://www.dr-walter.com/en/data-protection/list-of-service-providers.html</a>, we provide you with an overview of the service providers we work with. At your request, we can send you a printed list of the

service providers as well as our code of conduct.

genki



Please contact:

**DR-WALTER GmbH** 

Eisenerzstr. 34

53819 Neunkirchen-Seelscheid, Germany

Tel: +49 2247 91940

# c) Responsible body

Collection of your personal data is carried out by

DR-WALTER GmbH, Eisenerzstr. 34, 53819 Neunkirchen-Seelscheid, Germany (responsible body).

# d) Your rights

You have the right to obtain information free of charge about your data stored by us. You also have the right to withdraw any granted consent to the collection, processing and use of your personal data at any time and with future effect as well as the right to correct any incorrect data or to delete or block any impermissible or no longer needed data.

You can assert these rights to the above address directly against DR-WALTER. For further questions with regard to data protection, please contact our data protection officer at DR-WALTER, Eisenerzstr. 34, 53819 Neunkirchen-Seelscheid, Germany, Tel. +49 2247 91940.



# List of service providers

Service providers are commissioned by DR-WALTER GmbH in accordance with "Verhaltensregeln für den Umgang mit personenbezogenen Daten durch die deutsche Versicherungswirtschaft" (Code of Conduct Data Protection).

German insurers have issued a Code of Conduct for the protection of your personal data and your privacy. We, DR-WALTER, comply with this Code of Conduct and would like to provide you with a list of service providers (companies and private individuals) with whom we work together during order processing when it comes to data processing and assignment of functions. The list also includes service providers with whom we cooperate in the use of health data and other data protected under § 203 German Criminal Code (StGB). We also work together with service providers who collect, process and use health data and other data protected under § 203 StGB.

If required we will send you all contact details of our service providers.

#### Insurers and reinsurers

**Functions:** Collection, processing or use of personal data to establish, carry out or end an insurance contract (e.g. application processing, risk assessment, policy management, determination of the liability to pay)

Providers: Insurers mentioned in the certificate of insurance: Allianz Partners – AWP Health & Life SA, Barmenia Allgemeine Versicherungs-AG, Barmenia Krankenversicherung AG, BD24 Berlin Direkt Versicherung AG, BDAE Holding GmbH, Dialog Versicherung AG, ERGO Reiseversicherung AG, ERGO Versicherung AG, Foyer Santé S.A., Generali Deutschland Krankenversicherung AG, Globality S.A., Hallesche Krankenversicherung a. G. HanseMerkur Reiseversicherung AG, Hiscox SA, Inter Krankenversicherung AG, Techniker Krankenkasse, Würzburger Versicherungs-AG

## **Assistance companies**

Functions: Assistance services

**Providers:** Europ Assistance SA, Niederlassung für Deutschland, Global Excel Management Inc. GMMI, Inc., International SOS B.V., International SOS GmbH, MD Medicus Assistance Service GmbH



# Doctors, dentists, psychologists, psychiatrists, experts, other healthcare professionals, institutions for medical examinations, hospitals

Functions: Information on treatment and diseases, expert opinions on medical issues

Providers: Individual assignments

#### **Banks**

Functions: Premium payments, payments in the event of a claim

Providers: Kreissparkasse Köln, Mündelsichere Anstalt des öffentlichen Rechts, Postbank Köln - eine

Niederlassung der DB Privat- und Firmenkundenbank AG

#### Lawyers

Functions: Legal advice, collections management, legal representation at court

Providers: Individual assignments

#### Market and opinion researchers

Functions: Customer satisfaction surveys, market and opinion research

Providers: eKomi Holding GmbH, TÜV NORD CERT GmbH

## **Consulting companies**

Functions: Support and advice e.g. in claims and billing matters (Germany and abroad), fraud

detection, health programs; IT services

Providers: Individual assignments

## IT and telecommunication companies

Functions: Service providers for IT, network and telephone services

Providers: Air Doctor Ltd., AssFINET AG, DATEV eG, ebuero AG, i42 Informationsmanagement GmbH,

IBExpert GmbH, ikt Gromnitza GmbH & Co. KG, NETGO GmbH, Trevedi IT-Consulting GmbH

## Online support

**Functions:** Service providers for web hosting, internet portals, online policy procurement, email marketing and live chat

#### genkĭ



**Providers:** 1&1 Internet AG, Adspert Bidmanagement GmbH, ALL-INKL.COM, aveta | David Cürten, bplusd Agenturgruppe GmbH, consentmanager GmbH, COREER GmbH, Einmahl WebSolution GmbH, emarsys eMarketing Systems GmbH, Host Europe GmbH, JMC Technologieberatung GmbH, KCS, Internetlösungen Kröger GmbH, Macaw Germany Cologne GmbH, OMQ GmbH, Sistrix GmbH, SIX Payment Services (Europe) S.A., STRATO AG, united-domains AG, Userlike UG

#### Credit bureaus, address brokers

Functions: Collection of information during the application stage, claims management

**Providers:** Individual assignments

## **Disposal companies**

Functions: Disposal of files and data media, document destruction

**Providers:** Individual assignments

© DR-WALTER GmbH, Eisenerzstr. 34, 53819 Neunkirchen-Seelscheid, Germany Tel. +49 2247 91940, info@dr-walter.com, dr-walter.com