

* only in case of a secondment/global assignment





We thank you for your interest in the insurance products offered by BDAE, the expert for international health insurances and international assignments.

This document informs you about all benefits and features of this product. If you have any further questions, please contact our customer service:

Insurance Consulting - Corporate Clients

corporate@bdae.com +49 40-30 68 74-72

Agents & Brokers

broker@bdae.com +49 40-30 68 74-43

+49-40-30 68 74-0 info@bdae.com www.bdae.com

Table of contents

Те	rms and Conditions	Α
♦	Insurance Product Information Document	A.1
♦	Product-Specific Insurance Terms and Conditions	A.2
♦	General Insurance Terms and Conditions	A.3
>	Explanations of a group insurance	A.4
Su	pplementary Service	В
♦	Patient Legal Expenses Insurance	B.1
♦	Medical Assistance	B.2
≯	EMMA - the Digital Health Assistant	B.3
Ap	oplication Documents	С
♦	Insurance Arrangements	C.1
♦	Registration List - Application	C.2
♦	Registration List - De-registration	C.2.1
♦	Right of Revocation	C.3
♦	Privacy Information	С.4
→	Statement of Consent of GDPR	C.5
≯	Release from Secrecy	C.6

International Health Insurance

Information sheet on insurance products

Company:BDAE Expat GmbHProduct:EXPAT BUSINESS PREMIUM

Mit Sicherheit- ins Ausland!

This information sheet provides you with a brief overview of the essential contents of our insurance product. The insurance coverage is exhaustively described in the Terms and Conditions. To be fully informed, please read all documents.

What is this type of insurance?

We offer insurance coverage for illnesses and accidents that occur during a stay abroad on the basis of a group insurance policy.



What is insured?

We provide insurance coverage for illnesses and accidents during your stay in the agreed scope of application. Insured are for example:

- Outpatient medical treatment
- Inpatient medical treatment
- Inpatient accommodation of a parent accompanying minor children
- Pharmaceutical products, bandages and remedies
- Dental treatment
- One-time preventive dental examination and treatment
- Tooth replacement/Orthodontic treatment
- ✓ Preventive medical check-ups for children
- Preventive medical check-ups for early detection of cancer
- General check-ups
- Vaccinations for children
- Travel vaccinations for adults
- Pregnancie and delivery
- Aids and appliances
- Psychotherapy
- Ambulance transport
- Repatriations (Return transport)
- Transfer in case of death
- Follow-Up liability



What is not insured?

Not insured are, for example:

- × Infertility treatments
- 🗙 Eye lasering
- × Immunisation measures
- Damage or injuries caused by an active participation in strikes, war, warlike events, civil commotion
- a treatment or accommodation based on infirmity, a need for care or custody
- ★ withdrawal treatments inclusive of withdrawal cures



Are there any restrictions on coverage?

- I The maximum age for being eligible for insurance shall be 66 year
- Medically necessary return transport within a continent is insured up to 5,000 euros and across continents up to 10,000 euros
- Follow-up liability up to a maximum of 30 days after termination of insurance coverage
- There are some instances where coverage may be limited, for example:
- If you or an insured person have caused the insured event intentionally. In the event of gross negligence in bringing about the insured event, we may reduce the benefit
- You will not receive any insurance benefits within the waiting periods. The waiting periods only apply to certain benefits
- Some of the insured benefits are limited. Please refer to the product-specific insurance terms and conditions for the exact maximum amounts.
- Congenital medical conditions
- The inclusion of illnesses and complaints existing and known at the start of the insurance cover as well as their consequences is possible



Where am I covered?

- Insurance coverage is provided for temporary stays abroad outside the countries of habitual residence or domicile.
- If the scope of coverage "worldwide, except USA, Canada, Switzerland" is selected, insurance coverage is provided for acute treatment needs during holiday- or work-related stays in the USA, Canada and Switzerland for a maximum of 42 days per insurance year.
- If the "worldwide, except Switzerland" area of coverage is selected, insurance coverage is provided for acute treatment requirements during holiday- or work-related stays in Switzerland for a maximum of 42 days per insurance year.
- With respect to holiday- or work-related stays of German citizens in Germany, insurance coverage shall exist for not more than an uninterrupted period of 60 day. As a whole, insurance coverage shall exist for a term of not more than 179 days per insurance year.



What are my obligations?

- You must answer all questions in the application documents truthfully and completely.
- You must pay the insurance premium on time and in full.
- In the event of an insurance claim, you must provide us with complete and truthful information.
- You must keep the costs of the claim low (duty to mitigate claims).



When and how do I pay?

The premiums are due and payable upon receipt of the insurance confirmation, at the latest at the requested start of insurance. The premium is an annual contribution. Payment methods during the year are possible with a payment surcharge.

When does the coverage start and end?



Insurance coverage begins at the time (start of insurance) specified in the insurance confirmation, but not before payment of the premiums and not before expiry of the waiting period, and not before the start of the stay in the agreed country of residence.

The insurance coverage of the individual insured person ends automatically at the latest at the end of the month before the insured person turns 67. In addition, coverage also ends when the insured person de-registers from the group contract, when the insured person dies, when the condition for insurability ceases to exist, or ultimately when the group insurance contract is terminated.



How can I cancel the contract?

The insurance cover within the insurance agreement can be terminated for individual insured persons by the person entitled to insurance or the insured person vis-à-vis the policyholder with a notice period of two months to the end of the insurance year.

Insurer: Allianz Partners, Eurosquare 2, 7 rue Dora Maar, 93400 Saint-Ouen, France

Policy holder:

BDAE Expat GmbH, Kühnehöfe 3, 22761 Hamburg, Germany

Insured Person/Insured:

Persons who have been included in the group insurance contract and have received confirmation of this.



INSURANCE TERMS AND CONDITIONS

for Fixed-Term Health Insurance Policies of the EXPAT Series for Long-Term Travels (Terms and Conditions Part II - Allianz Partners AWP Health & Life)

Description of Insurance Benefits

	Benefits	EXPAT BUSINESS PREMIUM
A1	Outpatient Medical Treatment	100% of the invoice amount charged for a medically necessary outpatient treatment as private patient, medically prescribed radio- therapy, light therapy and other physical treatments within the framework of the applicable official fee schedule for the respective professional group
A2	Inpatient Medical Treatment	100% of a medically necessary treatment in a hospital and a treatment-related accommodation as private patient in a single bedroom, if possible, and for medically necessary surgical interventions, radiotherapy, light therapies and diagnostics. 100% of the costs for the accommodation of a parent as accompanying person if insured minor children undergo an inpatient treatment. In derogation from the Insurance Terms and Conditions Part I, Art. 6 paragraph 2b, medically necessary follow-up treatments shall be covered.
A3	Pharmaceutical Products, Bandages and Remedies	100% if medically prescribed and necessary.
A4	Dental Treatment	100% of the invoice amount charged for a medically necessary outpatient dental treatment. Inlays and onlays shall be excluded from coverage. Per year of the contractual term, a non-recurring preventive medical check-up and treatment shall be covered (inclusive of polishing and teeth cleaning).
A5	Tooth Replacement/ Orthodontic Treatment	In derogation from the Insurance Terms and Conditions Part I, Art. 6, paragraph 2q, insurance claims occuring after expiry of the qualifying period of 8 months shall be covered as follows: • 90% of the invoice amount charged for a medically necessary denture and
		 orthodontic treatments up to the age of 18 years within the framework of the official fee schedule valid at the time being;
		 but in no event more than a maximum amount of 3,000 Euro in the first two insurance years,
		 up to a maximum amount of 5,000 Euro in the first three insurance years,
		• up to a maximum amount of 4,000 Euro per insurance year starting from the fourth insurance year.
		Dentures becoming necessary due to accidents shall be covered during the contract term within the maximum limits without qualifying period. In the event of registrations/de-registrations during the year, the indicated amounts shall be calculated on a pro rata basis.
A6	Preventive Medical Checkups	Outpatient preventive medical examinations for children and for early detection of cancer according to statutory programmes introduced in Germany. In addition, the following preventive medical check-ups shall be reimbursed in an amount of up to 300 Euro per year of contract term and Insured Person, always provided that invoice received by us is accompanied by the examination results: general health check-up, ECG, stress-ECG, cholesterol and blood glucose levels, urine test. Travel vaccinations according to the recommendations of the Permanent Vaccination Commission (Ständige Impfkommission / STIKO) up to an amount of 250 Euro per year of the contract term, inclusive of vaccines and prophylactic measures to the extent that they are recommended for stays in the respective host country.
A7	Benefits in Connection	Insurance coverage shall exists for:
	with Pregnancies and Deliveries	a) medical treatments including pregnancy examinations and treatments, provided that the Insured Person was not pregnant at the start of the insurance relationship, as well as treatments due to miscarriage;
		b) medically necessary treatments during pregnancy due to acute conditions and treatments due to miscarriage as well as medi- cally necessary terminations of pregnancy and childbirths until the end of the 36th week of pregnancy (premature birth), even if the Insured Person was already pregnant at the start of the insurance relationship, provided that the treatment was not yet necessary at that time;
		c) Childbirths after the expiration of the agreed waiting period.
A8	Aids and Appliances	In derogation from the Insurance Terms and Conditions Part I, Art. 6, paragraph 2g, coverage shall include medically necessary and prescribed aids and appliances in a simple form and their repair costs up to 80% of the invoice amount, but in no case more than an aggregate amount of 2,000 Euro per insurance year. Costs for visual aids shall be reimbursed within the maximum limits up to 100% , but in no case more than up to 600 Euro per Insured Person and per period of three insurance years, after a qualifying period of one year. In the event of registrations/de-registrations during the year, the indicated amounts shall be calculated on a pro rata basis.
A9	Psychotherapy	80% of the invoice amount charged for outpatient treatments up to 2,000 Euro per insurance year. In the event of registrations/ de-registrations during the year, the indicated amounts shall be calculated on a pro rata basis. Inpatient stay of up to 30 days per contract term. Exclusions from coverage according to the Insurance Terms and Conditions Part I, Art. 6 paragraphs 2I and n shall remain unaffected. In derogation from the Insurance Terms and Conditions Part I, Art. 5 paragraph 6, treatments by alternative practitioners shall not be covered.

Continuation on next page



	Benefits	EXPAT BUSINESS PREMIUM
A10	Other Benefits	a) 100% for patient transports to the nearest reachable suitable hospital for inpatient treatments and, in the event of primary care after an accident, to the nearest reachable physician and back.
		b) In case of a medically necessary return transport or transfer to the country where the Insured Person has his or her usual abode or place of residence, the Insurer shall reimburse
		• up to 5,000 Euro in case of transports on one continent;
		• up to 10,000 Euro in case of transcontinental transports.
		In the event that a licensed air ambulance must be used for a return transport, said maximum limits shall not apply. To the extent that it is possible from a medical point of view, the most cost-effective means of transportation must be selected. A return transport is deemed to be required from a medical point of view if a sufficient medical care in the host country cannot be guaranteed. A certificate of the treating physician in the foreign country according to which the return transport is necessary from a medical point of view.
A11	Follow-Up Liability	In the event that a Insured Person cannot be returned to his or her home country until the end of the insured long-term travel be- cause the person is unfit for transportation and the disease is due to a necessary and unplannable medical treatment, the Insurer shall reimburse the costs for the medical treatment until the day when the person becomes fit for transportation, but in no event for more than 30 days after termination of the insurance coverage.

Monthly Premium

The insurance premium shall be an annual contribution indicated in equal monthly instalments. It shall in each case be due and payable in advance until the end of the insurance year.

	Scope of Application	EXPAT BUSINESS PREMIUM Employee	EXPAT BUSINESS PREMIUM Family member(s) (per person)
B1	Worldwide, except for USA, Canada, Switzerland (inclusive of insurance coverage for up to 42 days in case of stays in the USA, Canada and in Switzerland)	240 Euro	338 Euro
	Worldwide, except for Switzerland (inclusive of insurance coverage for up to 42 days in case of stays in Switzerland and up to 365 days in case of stays in the USA and Canada)	977 Euro	1,290 Euro

Annual Deductible

The deductible shall be applicable per insurance year and Insured Person. In this context, the Insurer shall pay to the Insured Persons the amounts covered by the insurance, less the respective deductible, up to the amount agreed upon.

The EXPAT BUSINESS PREMIUM product does not include a deductible.

	Scope of Application	EXPAT BUSINESS PREMIUM Employee	EXPAT BUSINESS PREMIUM Family member(s) (per person)	
B2	Worldwide, except for USA, Canada, Switzerland (inclusive of insurance coverage for up to 42 days in case of stays in the USA, Canada and in Switzerland)	0 Euro	0 Euro	
	Worldwide, except for Switzerland (inclusive of insurance coverage for up to 42 days in case of stays in Switzerland and up to 365 days in case of stays in the USA and Canada)	0 Euro	0 Euro	

Continuation on next page



Contractual Fundamentals

C1	Insurer	Allianz Partners, Eurosquare 2, 7 rue Dora Maar, 93400 Saint-Ouen, France
C2	Policyholder	BDAE Expat GmbH
C3	Parties Entitled to be Insured	Corporate bodies and commercial enterprises whose members and employees are internationally active.
C4	Insurable Persons	Members and employees of the Party Entitled to be Insured as well as freelancers and self-employed persons staying abroad on behalf of the company and working for the latter on a contractual basis no less than 25 hours per week as well as their family members, always provided that they are eligible for coverage according to the Insurance Terms and Conditions Part I, Art. 1. The maximum age for being eligible for insurance shall be 66 years. Insurance coverage shall automatically terminate no later than upon expiry of the month before which the Insured Person completes his or her 67th year of age. Life-partners and children living in a common household shall be regarded as family members. Upon request, a contract giving evidence of the existing employment or member relationship with the Person Entitled to be Insured or its representations, branch offices, subsidiaries, holdings or cooperation partners shall be submitted.
C5	Contractual Fundamentals	Insurance Terms and Conditions for Fixed-Term Health Insurance Policies of the EXPAT Series for Long-Term Travels, Insurance Terms and Conditions Part I and Part II (EXPAT BUSINESS PREMIUM).
C6	Scope of Application	 In compliance with the Insurance Terms and Conditions Part I, Art. 1 as well as the Insurance Terms and Conditions Part II, number B1, the Insured Person shall benefit from a worldwide insurance coverage during temporary stays outside of those countries where he or she has a usual place of abode or place of residence. Restricted coverage shall exist for stays in Switzerland.
		a) If the area of applicability "Worldwide, except for the USA, Canada, Switzerland" is selected, insurance coverage shall exist for holiday- and work-related stays in the USA, Canada and in Switzerland for an aggregate term of not more than 42 day during the insurance year. Insurance coverage shall, however, be limited to an acutely occurring need for treatment. If the need for treatment of a disease was already known prior to the entry, coverage shall be excluded. Treatments becoming necessary for periods exceeding 42 days shall not be covered. The Insurer shall be given notice of the stay prior to entry. Upon request, evidence of the start and end of a stay must be submitted.
		b) If the area of applicability "Worldwide, except for Switzerland" is selected, insurance coverage shall exist for holiday- and work-related stays in Switzerland for an aggregate term of not more than 42 days during the insurance year. Insurance coverage shall, however, be limited to an acutely occurring need for treatment. If the need for treatment of a disease was already known prior to the entry, coverage shall be excluded. Treatments becoming necessary for periods exceeding 42 days shall not be covered. The Insurer shall be given notice of the stay prior to entry. Upon request, evidence of the start and end of a stay must be submitted.
		c) With respect to holiday- or work-related stays of German citizens in Germany, insurance coverage shall exist for not more than an uninterrupted period of 60 day. As a whole, insurance coverage shall exist for a term of not more than 179 days per insurance year. Upon request, evidence of the start and end of a stay must be submitted.
		2. In the countries where the Insured Person has a usual abode or place of residence, insurance coverage shall exist according to the Insurance Terms and Conditions Part I, Art. 1 and to the extent that such countries are included due to a selection of the corresponding scope of application (Insurance Terms and Conditions Part II, number B1). Restricted coverage shall exist for stays in Switzerland subject to 1. a) and b).
		 It shall be the responsibility of the Insured Persons to check whether the insurance fulfils the legal or local requirements applicable in the country of the usual abode or place of residence.
C7	Start of Insurance Coverage	At the time indicated in the confirmation of cover by taking due account of the Insurance Terms and Conditions Part I, Art. 4.
C8	Insurance Year	From 1 July of each year to 30 June of the following year.
С9	Term of the Insurance Relationship	As from the admission of the Insured Person to the group insurance contract, the insurance arrangements between the Person Entitled to be Insured and the Policyholder shall be concluded for an initial term ending as of the expiry of the running insurance year. Such insurance arrangements shall be extended for a term of one year in each case, unless terminated by the Person Entitled to be Insured with one month's notice with effect from the end of the insurance year. The insurance relationship shall ir any case end upon termination of the group insurance contract between the Insurer and the Policyholder. This shall not apply to agreed stays in the Federal Republic of Germany according to the Insurance Terms and Conditions Part I, Art. 1, paragraph 5.
C10	Termination of the Insu- rance Relationship	Insurance coverage within the insurance arrangements may be terminated vis-á-vis the Policyholder with respect to individual Insured Persons with two months' notice with effect from the end of the insurance year by the Person Entitled to be Insured or the Insured Person.
C11	Information on the State of Health	None; Please note the exclusions of benefits in the Insurance Terms and Conditions Parts I and II.
C12	Additional regulations on exclusion of benefits	With respect to employees and members of the Person Entitled to be Insured who, within the framework of their assignment, leave the country of their stay or their home country upon request of the Person Entitled to be Insured as well as with respect to their family members, the exclusion of benefits according to the Insurance Terms and Conditions Part I, Art. 4, paragraph 3 and Art. 5, paragraph 4 and Art. 6, paragraph 2a shall, by way of derogation, be limited to the following diseases and insured events, existing at the time of the start of insurance coverage:
		a) HIV infections/AIDS and their/its consequences;
		b) cancer diseases or benign tumours in need of treatment within the most recent five years prior to or at the time of the start of insurance coverage;
		 c) heart or coronary diseases and their consequences treated within the most recent 12 months prior to or at the time of the start of insurance coverage.
C13	Qualifying Period	8 months for delivery, dentures and orthodontic measures. 12 months for visual aids.
C14	Miscellaneous	Ageing reserves shall not be made. The conclusion of an insurance for reinstatement of health care coverage after suspension i recommended.

State: 01.07.2024



INSURANCE TERMS AND CONDITIONS

for Fixed-Term Health Insurance Policies of the Expat Series for Long-Term Travels (Insurance Terms and Conditions Part I - Allianz Partners AWP Health & Life)

Art.1 Insurable Persons and Eligibility for Insurance

Unless otherwise provided for, the following shall apply:

- 1. The application for inclusion of Insured Persons in the group insurance contract may be filed by Parties Entitled to be Insured only. Parties Entitled to be Insured shall be legal and natural persons, as defined in the respective underlying insurance terms.
- 2. Persons eligible for insurance shall be natural persons.
- 3. Not eligible for insurance and despite of insurance premium payments not insured shall be
 - a) persons in need of permanent care. A person in need of permanent care shall be a person who needs the assistance of others for the majority of activities of daily life;
 - b) persons whose participation in community life is permanently excluded.
 For classification purposes, the mental condition and the objective circumstances of life of the respective person are to be taken into account.
- 4. Coverage in Germany shall not exist for Insured persons whose centre of life is not only temporarily in the Federal Republic of Germany.
- 5. For Insured Persons holding a fixed-term residence document for the Federal Republic of Germany as well as for persons who are not in need of a residence document, the total period of all health insurance contracts which have been concluded during their stay at the time of applying for inclusion in the group insurance contract must not exceed a period of five years. Thus, the maximum insurance term for stays in Germany shall amount to a total of five years. In the event that a shorter term is agreed upon, a new contract of the same kind shall be subject to a maximum term that does not exceed a period of five years inclusive of the term of the expired contract. This shall also apply if the contract is concluded with another Insurer.

Art.2 Conclusion and Termination of the Insurance Contract

- The group insurance contract shall be concluded between the Policyholder and the Insurer for a term of one year. The group insurance contract shall be extended by one year unless terminated at least three months prior to the end of the respective term.
- 2. The Policyholder shall be obliged to give the Persons Entitled to be Insured and the Insured Persons a notice in textual form of the termination of the group insurance contract two months prior to the date of effectiveness of the termination.
- 3. The statutory provisions on the extraordinary right to terminate shall remain unaffected.
- 4. Upon termination of the insurance contract, and so far as the carrier offers according tariffs, the covered persons shall be informed by the carrier about the possibilities to continue their coverage as an individual insurance.
- 5. In the event that the Party Entitled to be Insured and the insured person are not identical, a termination will become effective only if the insured person affected by the termination has acquired knowledge of the termination letter and the Policyholder submits a corresponding evidence in this respect with the Insurer when causing the deregistration from the group insurance contract. In that case, the insured person concerned shall have the right to continue the insurance contract by indicating a future Party Entitled to be Insured. The declaration to this effect must be made within two months after receipt of the letter of termination.
- 6. If a sanction, prohibition, or restriction is imposed under resolutions of the United Nations, under trade or economic sanctions, under laws or regulations of the European Union or the United Kingdom, or under sanctions of the United States of America, is imposed which directly or indirectly prevents the insurer from providing insurance benefits under this group insurance contract, the insurer or the policyholder has an extraordinary right of termination. In addition, affected persons may be excluded from insurance coverage.

Art.3 Insurance Premiums, Adjustment of Benefits, Insurance Year

1. The insurance premium shall be an annual contribution indicated in equal monthly instalments. It shall in each case be due and payable in advance until

the end of the insurance year. The Policyholder shall be entitled to de-register individual Insured Persons from the group insurance contract if they fail to pay the insurance premium.

- The Insurer shall be entitled to adjust the premium or the volume of insurance benefits at the commencement of a new insurance year, always provided that the Policyholder is given notice of this intention three months prior to the end of the respective insurance year.
- 3. The insurance year is defined in the Insurance Terms and Conditions Part II for Fixed-Term Health Insurance Policies of the Expat Series for Long-Term Travels.
- 4. The Policyholder shall be obliged to inform the Persons Entitled to be Insured and the Insured Persons about an adjustment of the premium or the volume of insurance benefits in textual form two months prior to the end of the respective insurance year.

Art.4 Area of Application, Commencement, Term and Termination of Insurance Coverage

The Insurer offers Insured Persons staying in the area of applicability agreed upon within the framework of a fixed-term stay insurance coverage within the framework of a group insurance contract and these Insurance Terms and Conditions. Unless otherwise provided for, the following shall apply:

- Insurance coverage for the Insured Person shall start after his or her binding inclusion in the group insurance contract and on the date indicated in the confirmation of cover (commencement of insurance coverage),
 - a) but not prior to the start of the Insured Person's stay in the area of applicability agreed upon;
 - b) not prior to the commencement of the Insured Person's eligibility for insurance;
 - c) not prior to the payment of the insurance premium;
 - d) not prior to the expiry of qualifying periods agreed upon.
- 2. Newborns can be insured from the day of their birth without health examination and waiting periods, provided that the application for insurance is received by the policyholder within two months of birth. If the application for insurance is submitted after the two-month period, inclusion in the group insurance contract will take place at the earliest from the day of receipt of the application by the policyholder.
- 3. Insurance claims occurred or existing prior to the start of the insurance coverage shall not be covered.
- 4. Insurance claims occurred during the qualifying period agreed upon in connection with the respective product shall not be covered.
- 5. The maximum insurance term for the Insured Persons is defined in the Insurance Terms and Conditions Part II of the respective product.
- 6. Insurance coverage for individual Insured Persons shall terminate, also with respect to insurance claims not yet settled:
 - a) upon termination of the insurance relationship of the insured person but in no case later than upon expiry of the maximum insurance term of the selected product;
 - b) upon de-registration from the group insurance contract by the Policyholder by taking due account of the product-specific terms and prerequisites;
 - c) upon the death of the insured person;
 - d) upon expiry of the month following the end of the temporary stay of the Insured Person in the area of applicability agreed upon or the definite return of the insured person to his or her home country;
 - e) as soon as an Insured Person ceases to meet the requirements for his or her eligibility for insurance according to the Insurance Terms and Conditions Part I, Art 1;
 - f) as soon as the product-specific requirements to be fulfilled for an eligibility for insurance of the Insured Person cease to exist;
 - g) upon termination of the group insurance contract between the Insurer and the Policyholder.



Unless otherwise provided for, the following shall apply:

- Insurance coverage can be derived from the confirmation of cover, these Insurance Terms and Conditions, the selected product and the statutory provisions applicable in the Federal Republic of Germany.
- 2. An insured event shall consist in the medically necessary treatment of an insured person due to illness or consequences of an accident. The insured event shall come into being upon the start of the medical treatment and end as soon as the need for treatment ceases to exist according to medical assessments. In the event that the medical treatment must be extended to a disease or to consequences of an accident having no causal connection to the initially treated illness, a new insured event shall be deemed to have come into being.
- 3. To the extent that the respective product provides for corresponding benefits, insured events shall also include:
 - a) medical treatments inclusive of pregnancy examinations and treatments, always provided that the pregnancy did not yet exist at the start of the insurance relationship of the insured person, as well as treatments due to miscarriage;
 - b) medically necessary pregnancy treatments due to acute symptoms and treatments due to miscarriage as well as medically necessary abortions and childbirths until the end of the 36th week of pregnancy (preterm delivery), even if the pregnancy already existed at the start of the insurance relationship of the insured person, always provided that a need for treatment did not exist at that time;
 - c) childbirths after expiry of the product-specific qualifying period;
 - d) outpatient examinations for early detection of diseases according to statutory programmes in Germany (targeted preventive checkups);

e) death.

- 4. Depending on the insured product, the Insurer shall pay compensation for acutely and unforeseeably occurred insured events during the stay in the area of applicability agreed upon.
- 5. Kind and amount of the insurance benefits can be derived from these Insurance Terms and Conditions and the product selected in each case.
- 6. In the area of applicability agreed upon, the insured person may choose between legally recognized and licensed physicians, dentists, alternative practitioners and midwives who are registered in the visited country, always provided that they charge their fees according to the official fee schedule, if any, valid at the time being for their professional group or charge the locally customary fee.
- 7. Pharmaceutical products, bandages and remedies as well as aids and appliances must have been prescribed by the treating persons indicated in the Insurance Terms and Conditions Part I, Art. 5 paragraph 6, and pharmaceutical products must furthermore be purchased in pharmacies. Pharmaceuticals shall not, even not if medically prescribed, include nutriments, tonics, mineral water, disinfectants, cosmetic products, diet food and baby food and the like.
- 8. In the event of a medically necessary inpatient hospital treatment, the insured person may choose among public and private hospitals which are permanently managed by physicians, have sufficient diagnostic and therapeutic possibilities, record and keep medical histories and do not offer spa or sanatorium treatments and do not accept reconvalescents. Insurance coverage shall exist for the general care class (multi-bed room) without optional services (private medical treatment), unless otherwise agreed upon with respect to the specific product.
- 9. In the event of medically necessary treatments in hospitals which also provide spa or sanatorium treatments or accept reconvalescents, but otherwise comply with the requirements set forth in the Insurance Terms and Conditions Part I, Art. 5 paragraph 8, product-specific insurance benefits shall be provided only if the Insurer has given its written consent in this respect prior to the start of the treatment. In case of tuberculosis diseases, coverage shall exist within the scope of the insurance contract also if an inpatient treatment is carried out in tuberculosis clinics and sanatoriums.
- 10. Within the scope of the insurance contract, coverage shall exist for examination or treatment methods and medicines which are largely recognized in traditional medicine. In addition, methods and medicines which proved to be successful in practice or which are used for lack of traditional medical methods or pharmaceuticals shall be covered; the Insurer may, however, reduce its payments to the amount which would have been charged if traditional medical methods or pharmaceuticals had been applied.
- 11. Within the agreed volume, the Insurer shall pay for transfer and funeral expenses if the death of an insured person is due to an insured event.
- 12. Coverage shall, within the agreed volume, exist for additional costs arising for medically necessary and prescribed return transports to the nearest suitable

hospital in the home country or at the place of the permanent residence of the insured person. A return transport shall be deemed to be necessary from a medical point of view if it can be shown that a sufficient medical treatment and care in the area of applicability agreed upon cannot be guaranteed and the physician appointed by the Insurer endorses the return transport. Costs for a co-insured accompanying person shall be reimbursed by the Insurer to the extent that such company is medically necessary, has been ordered by public authorities or is required by the acting transport company.

Art.6 General Restrictions of Insurance Benefits

Unless otherwise provided for, the following shall apply:

- Damage or injuries caused by an active participation in strikes, war, warlike events, civil commotion, damage or injuries due to nuclear energy as well as damage or injuries caused by intentional acts of the Policyholder, the Party Entitled to be Insured or the insured person shall be excluded from coverage.
- 2. A duty to pay insurance benefits shall not exist with respect to:
 - a) diseases and ailments inclusive of their consequences already existing and known at the time of the commencement of the insurance coverage. Apart from that, the consequences of those diseases and accidents which were treated during the last six months prior to the commencement of the insurance coverage shall not be covered;
 - b) spa treatments and treatments in sanatoriums as well as rehabilitation measures of the statutory rehabilitation providers;
 - c) treatments during a stay in a health resort or spa, also if the insured person stays in a hospital there. The restriction shall not apply if the insured person has his or her permanent residence at that place or becomes unable to work during a temporary stay due to an acute disease incurred independently from the purpose of the stay or due to an accident occurring at that place as long as said acute disease or accident makes a departure impossible from a medical point of view. Furthermore, the restriction shall not apply if and to the extent that the Insurer has given its written consent to benefits prior to the start of the stay;
 - d) a treatment or accommodation based on infirmity, a need for care or custody;
 - e) a treatment of mental or psychological disorder as well as hypnosis, psychoanalysis and psychotherapy;
 - f) immunisation measures;
 - g) aids and appliances;
 - h) a treatment due to sterility, inclusive of artificial insemination as well as preliminary examinations and follow-up treatments related thereto;
 - i) preventive medical checkups;
 - j) treatments by spouses, parents, children, persons living in a common household or persons with whom the insured person lives together within an own family or the host family. Depending on the product agreed upon, documented material costs shall be reimbursed;
 - k) treatments due to diseases inclusive of their consequences as well as due to the consequences of accidents caused by a profession-related participation in sporting competitions or competitions organised by associations and clubs, inclusive of their preparations, or recognized as damage or injury due to military services and not explicitly included in the insurance coverage;
 - I) withdrawal treatments inclusive of withdrawal cures;
 - m)treatments due to those diseases inclusive of their consequences, which occur because protective vaccinations recommended by the World Health Organisation or prescribed by law were omitted, unless such vaccinations were precluded for medical reasons. In this case, the medical reasons must be supported by a medical certificate to be submitted to the Insurer.
 - n) treatments of a dependency syndrome and its consequences;
 - o) suicide attempts and their consequences;
 - p) organ donations and their consequences;
 - q) dentures (like, e.g. pivot teeth, inlays, crowning, implants) and orthodontic treatments, occlusal splints and gnathological measures.
- 3. Unless otherwise agreed upon, the Insurer shall not be obliged to pay for treatments by physicians, dentists, alternative practitioners and clinics or midwives if a reimbursement of their invoice amounts has been excluded by the Insurer for good reason. As a precondition, the Insurer must have informed the Party Entitled to be Insured and the insured person prior to the occurrence of the insured event about those treating persons whose invoices will not be reimbursed. If an insured event has occurred prior to said notice, the costs incurred for treatments by the respective treating person must be reimbursed according to insurance benefits provided for in the respective product for a period of not more than three months as from the date of such notice.



- 4. If medical treatments or other measures for which benefits were agreed upon exceed the medically necessary extent or in the event that the claimed remuneration is not adequate when compared with local customary practices, the Insurer shall be entitled to reduce its payments to a reasonable amount.
- 5. In the interest of all parties involved, applicable international sanction regulations will be followed. The Insurer is not obliged to provide insurance coverage or to cover any loss or to provide any other service under this agreement if the provision of such insurance coverage, the payment of such loss or the provision of such service would subject the Insurer to any sanction, prohibition or restriction under United Nations resolutions, under trade or economic sanctions, under laws or regulations of the European Union or the United Kingdom, or under sanctions of the United States of America.

Art.7 Obligations and Consequences of their Infringement

- 1. After an insured event has occurred, the Policyholder, the Party Entitled to be Insured and the insured person shall be obliged
 - a) to refrain from anything which could result in an unnecessary increase of costs;
 - b) to give the Insurer or its authorised representative immediate notice of any damage or injury expected to exceed a sum of EUR 1,000;
 - c) to permit the Insurer or its authorised representative to carry out any reasonable examination with respect to the cause and amount of its payment duty, to give any pertinent information in this context, to file original supporting documents and, in case of death, to submit the death certificate.
- 2. The Insurer must be given notice of every hospital treatment within a term of 10 days after its commencement.
- 3. The corresponding supporting documents shall be submitted to the Insurer by the Insured Person within a term of three months after each individual treatment.
- 4. In the event that insurance coverage of medical costs incurred by the insured person has also been concluded with another Insurer or such insurance coverage exists or the insured person makes use of his or her right to be insured within the framework of the statutory health insurance scheme, the Party Entitled to be Insured and the insured person shall be obliged to give the Insurer immediate notice of such other insurance.
- 5. Unless otherwise provided for in the product, pregnancies shall be reported to the Insurer within 4 weeks after having become aware of them.
- Medically necessary return transports must be reported to the Insurer prior to carrying them out.
- 7. Upon request of the Insurer, the insured person shall be obliged to have himself or herself examined by a physician appointed by the Insurer.
- If insurance benefits are paid, start and end and interruptions of a stay in the area of applicability as well as the fulfilment of the product-specific prerequisites for an eligibility for insurance have to be proved by the Insured Person upon the Insurer's request.
- 9. Stays in the USA/Canada/Switzerland and in Germany for holiday- or profession-related reasons shall be reported to the Insurer or its authorised representative prior to the start of the travel.
- 10. The Party Entitled to be Insured and the insured person shall be obliged to give the Policyholder immediate notice of any changes of their addresses.
- 11. If the Policyholder, the Party Entitled to be Insured or the insured person intentionally fails to comply with one of the obligations contractually agreed upon, the Insurer shall not be obliged to make payments. In the event of a grossly negligent violation of obligations, the Insurer shall be entitled to reduce insurance payments in proportion to the severity of the negligence of the Policyholder, the Party Entitled to be Insured or the insured person. The burden of proving that gross negligence has not occurred shall lie with the Policyholder, the Persons Entitled to be Insured or the insured person.

Art.8 Payment of Insurance Benefits

Unless otherwise provided for, the following shall apply:

- 1. The Insurer shall only be obliged to pay if the following supporting documents which will become the property of the Insurer have been submitted:
 - a) original supporting documents for payments actually made which show the surname, Christian name and date of birth of the treated person, the name and address of the treating person, the name of the disease, the description of the services rendered by the treating person as to kind, place and period of the treatment. In the event that medical treatment expenses are covered by another insurance and said other Insurer is claimed on first, copies of the invoices with refund endorsements shall be sufficient to give evidence in this respect. Sup-



porting documents which were prepared in a foreign language and are important for the insurance benefits must, upon the Insurer's request, be accompanied by German or English translations;

- b) recipes shall be submitted together with the physician's invoice, the invoice for remedies, aids and appliances together with the prescription;
- c) if claims for reimbursement of costs for a medically necessary return transport are asserted, documents supporting the amount of expenses which would have incurred in the event of a scheduled return journey shall be submitted. In addition, a medical certificate about the medical necessity of the return transport must be submitted;
- d) in addition, the official certificate of death and a medical certificate about the cause of the death must be submitted if reimbursement of transfer or funeral expenses is claimed.
- 2. Expenses incurred in a foreign currency shall be converted to the currency valid at that time in the Federal Republic of Germany by applying the rate applicable on the day of the receipt of the supporting documents with the Insurer, unless it can be shown that the foreign currencies required for paying the invoices were bought at a less favourable exchange rate and that this was due to a change of currency parities.
- Additional costs arisen because the Insurer remits amounts to a foreign country or because special transfer methods were agreed upon may be deducted from the insurance payments.
- 4. Claims for insurance benefits must not be assigned or pledged.
- 5. Within the framework of the examination of insurance benefits payable for an insured event it may become necessary that the Insurer collects personal health data to the extent permitted by law. In the event that the Party Entitled to be Insured or the insured person culpably fails to permit such data collection and no other opportunity to examine the claimed payments is made possible and, as a result, the Insurer is not able to finally determine the amount and volume of its payment obligation, payments shall not become due.
- 6. One month after having given notice of the insured event, the minimum amount to be paid on the merits of the case may be claimed as down payment. Passage of time shall be suspended as long as the Insurer is prevented from examining the claims due to a fault of the Policyholder, the Party Entitled to be Insured or the insured person.
- Claims arising from this group insurance contract shall be subject to a limitation period of three years. The limitation period shall commence upon expiry of the year during which the respective payment can be requested.

Art.9 Compensation from Other Insurance Contracts and Claims against Third Parties

- If compensation from another insurance contract can be claimed in case of an insured event, said other contract shall have priority over this contract. This shall also apply if a subordinated liability has been agreed upon in one of those insurance contracts, irrespective of the time when the other insurance contract was concluded. In the event that the insured event is, within the framework of this group insurance contract, at first reported to the Insurer, the latter shall make an advance payment and contact the other Insurer for cost-sharing purposes directly.
- 2. The claims of the Policyholder, the Party Entitled to be Insured or the insured person against third parties shall to the extent permitted by law be assigned to the Insurer if the latter has paid compensation for the damage or injury. To the extent necessary, the Policyholder, the Party Entitled to be Insured or the insured person shall be obliged to provide the Insurer with a declaration of subrogation. The Insurer's obligation to pay insurance benefits shall be suspended until said declaration of subrogation has been submitted. If the insured person prevents enforcement of the claims by acknowledgement or similar, the claims can be reduced accordingly.
- 3. The claims of the Policyholder, the Party Entitled to be Insured or the insured person against treating persons due to excessive fees shall to the extent permitted by law be assigned to the Insurer if the latter has reimbursed the respective invoice amounts. As far as necessary, the Policyholder, the Party Entitled to be Insured and the insured person shall be obliged to assist the Insurer when enforcing its claims. To the extent necessary, the Policyholder, the Party Entitled to be Insured or the insured person shall be obliged to provide the Insurer with a declaration of subrogation, if necessary. The Insurer's obligation to pay insurance benefits shall be suspended until said declaration of subrogation has been submitted.
- 4. The insurer and the policyholder are neither liable for the selection nor for the actions of the selected physicians, surgeons, anesthesiologists, hospitals or other service providers such as alternative practitioners and midwives. Likewise, the insurer and the policyholder are not liable for treatments, advice, medical interventions or for the prescription and administration of medication by the aforementioned service providers.

Art.10 Setoff

- 1. The Policyholder, the Party Entitled to be Insured or the insured person shall only be entitled to offset own claims against claims of the Insurer if the counterclaims are undisputed and have been determined with legal effect.
- 2. Contrary to Art. 35 German Insurance Contract Act (VVG), the insurer may not, however, set off premium claims against other insured persons.

Art.11 Declarations of Intent and Notices

Declarations of intent and notices forwarded to the Insurer shall be subject to text form (letter, fax message, e-mail, electronic data carrier etc.). The insured person shall have an own right to assert claims arising from the contract against the Insurer. The insured person may assert claims against the insurer even if he or she is not in possession of the insurance policy (in derogation of Art. 44 German Insurance Contract Act (VVG)).

Art.12 Applicable Law/Contract Language

The applicable law shall be the German law, unless this is contrary to international law. Contract language shall be the German language.

Art.13 Profit Participation

This insurance shall not be eligible for a participation in profits.

Art.14 Supervisory Authority and Complaints Offices

If you are not satisfied with any service or decision of the insurer, or in case of disagreement about the general conditions, the person entitled to insurance and/or the insured persons must first contact their representative of the contract at the following address (or another address indicated on the company's website):

BDAE Holding GmbH Kühnehöfe 3 22761 Hamburg Germany E-mail: complaint@bdae.com

If the proposed solution does not meet the expectations of the person entitled to insurance and/or the insured person, a complaint can be submitted, also directly to the insurer, by simple letter or e-mail:

AWP Health & Life S.A. Client relations Eurosquare 2 7 rue Dora Maar 93400 Saint Ouen France E-mail: client.care@allianzworldwidecare.com

In addition, complaints can be filed for this insurance contract with the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)) as well as with the French supervisory authority (ACPR):

Bundesanstalt für Finanzdienstleistungsaufsicht Graurheindorfer Straße 108 53117 Bonn Germany https://www.bafin.de

Autorité de Contrôle Prudentiel et de Résolution 4 Place de Budapest CS 92459 75436 Paris Cedex 09 France

AWP Health & Life SA is a signatory of the Mediation Charter of the French Association of Insurance Companies. Therefore, the person entitled to insurance, insured person and the policyholder have the possibility, in the event of a prolonged and definitive disagreement, the insured person and the policyholder have the possibility of exhausting all other possible amicable remedies, to the mediator:

La Médiation de l'Assurance TSA 50 110 75 441 Paris Cedex 09 https://www.mediation-assurance.org/

The filing of a complaint does not affect the right to file a lawsuit before the the competent ordinary court.





EXPLANATIONS

concerning the particularities of a group insurance policy and the duties according to the German Insurance Contract Act (VVG)

The particularities of a group insurance policy

Insurance coverage shall be granted within the framework of a group insurance contract (GIC). The policyholder shall be a company of the BDAE Group (BDAE) and the insurer shall be an insurance company permitted to conduct business operations in Germany pursuant to the German Insurance Contract Act (VAG). The insured person shall be granted insurance coverage by joining the group. Thus, the VVG shall not apply directly and immediately to the relationship between the policyholder and the insured person.

However, the rules from the VVG described in more detail below, in particular Art. 19 to 22, are applied in the legal relationship between the insured person and the policyholder (BDAE), which you confirm by your signature.

In compliance with the requirements of the supervisory authority, the GIC provides for some improvements of the legal situation of the insured person:

- In derogation from Art. 44, paragraph 2 VVG, the insured person may assert claims directly towards the insurer of the GIC.
- In derogation from Art. 35 WG, the insurer shall not be entitled to set-off against claims not attributable to the insured person.
- The Party entitled to be insured shall be provided with any and all information usual pursuant to Art. 7 VVG and the VVG Decree on Information Duties.
- The Party entitled to be insured shall be given notice of any change, including a termination, of the GIC.
- The Party entitled to be insured shall hold a right of revocation similar to the one provided for in the VVG.
- Insured persons shall benefit from the principle of equality pursuant to Art. 138, paragraph 2 VAG.

According to the same requirements of the supervisory authority, certain obligations shall likewise apply to the insured persons; in this context, particularly the knowledge of the insured person and his or her behaviour shall be taken into account with respect to the insurance company's payment duties:

Art. 19, paragraph 5 VVG - consequences of an infringement of the statutory duty to disclose

For enabling BDAE to examine the application properly, you shall be obliged to give true and complete answers to the questions included in the application documents. This shall also relate to circumstances which might be of low importance from your point of view. If there is any information you do not want to disclose towards the intermediaries, please send it in text format directly to the BDAE without any delay. **Please note that you put the insurance coverage at risk when giving incorrect or incomplete information.** For more details about the consequences of an infringement of the duty of disclosure, reference is made to the information following hereinafter.

What are your pre-contractual duties of disclosure?

By the time when you make your contractual statement, you shall be obliged to give true and complete notice of any and all risk-relevant circumstances known to you and requested by us in text format. Risk-relevant circumstances are defined as circumstances relevant for the decision of BDAE to conclude the contract with the contents agreed upon. In the event that, after your contractual statement, but prior to the acceptance of the contract, BDAE asks you in text format to give information on risk-relevant circumstances, you shall also to this extent be obliged to report.

What are the potential consequences of an infringement of a pre-contractual duty to disclose?

1. Rescission and loss of insurance coverage

If you and/or the person to be insured fail to comply with the pre-contractual duty of disclosure, BDAE may rescind the contract, unless you are able to

show that you did not infringe the duty of disclosure either intentionally or with gross negligence. In the event of a grossly negligent infringement of the duty to disclose, BDAE shall not be permitted to rescind the contract if the contract would also have been concluded in case of knowledge of the undisclosed circumstances, even if such conclusion would have been made subject to other conditions. If the contract is rescinded, there will be no insurance coverage. If BDAE rescinds the contract after occurrence of an insured event, BDAE shall nevertheless be obliged to pay, always provided that you are able to show that the undisclosed or incorrectly disclosed circumstance was neither the cause of the occurrence or determination of the insured event nor the cause of the determination or extent of the payment obligation related thereto. If you fraudulently infringe the duty to disclose, there shall be no payment obligations at all. If BDAE rescinds the contract due to an infringement of the duty of disclosure, the insurance premium must nevertheless be paid until the date when the rescission becomes effective.

2. Termination

If BDAE cannot rescind the contract because you did not infringe the pre-contractual duty of disclosure either intentionally or with gross negligence, the contract may be terminated with one month's notice. A right of termination shall be excluded if the contract would also have been concluded in case of knowledge of the undisclosed circumstances, even if it would have been made subject to other conditions.

3. Contract amendment

If BDAE cannot rescind or terminate the contract because the contract would also have been concluded in case of knowledge of the undisclosed risks, even if under different conditions, such other conditions shall, upon request of BDAE, retroactively become part of the contract in the event that you have negligently infringed your duty to disclose. In the event that the premium increases by more than 10 % due to the contract amendment or if BDAE excludes coverage of the risk related to the undisclosed circumstance, you may terminate the contract without notice within a term of one month after receipt of the notice on the contract amendment. BDAE will draw your attention to such right.

4. Exercise of the rights of the BDAE Group (Art. 21 VVG)

BDAE may assert its rights of rescission, termination or contract amendment in writing within a term of one month. Such term shall start at the time when BDAE gets knowledge of the infringement of the duty of disclosure underlying the right asserted by it. When exercising its rights, BDAE shall indicate the circumstances upon which it relies when asserting its rights. For substantiation purposes, BDAE may subsequently indicate additional circumstances if the term according to sentence 1 has not yet lapsed. BDAE shall not be able to rely on the rights of rescission, termination or contract amendment if BDAE was aware of the undisclosed risk or the incorrectness of the rendered information. The rights of rescission, termination and contract amendment shall become time-barred upon expiry of three years after contract conclusion. This shall not be applicable to insure events occurring prior to the expiry of said term. The term shall be extended to ten years if you infringed your duty to disclose intentionally or fraudulently.

5. Wilful deception (Art. 22 VVG)

Signature/Stamp (Party entitled to be insured)

The right of BDAE to contest the contract due to wilful deception shall remain unaffected.

6. Representation by another person (Art. 20 VVG)

If, at the time of contract conclusion, you have yourself represented by another person, both the knowledge and fraudulent behaviour of your representative and your own knowledge and fraudulent behaviour shall be taken into account with respect to the duty of disclosure, a rescission, termination, contract amendment or the limitation period for the exercise of the insure's rights. You may rely on not having infringed the duty to disclose intentionally or with gross negligence only if the absence of intentional and grossly negligent behaviour relates both to your representative and to yourself.

The explanations have been noted. The applicability of the listed provisions of the VVG to the group relationship is approved.

Place, date



Supplementary Service: **PATIENT LEGAL EXPENSES INSURANCE FOR BDAE CLIENTS**

In addition to your overseas health insurance, BDAE has concluded for you a patient legal expenses insurance for foreign countries without charge. Said insurance shall **provide protection against medical treatment and medical advice errors**. Thanks to the cooperation between BDAE and ARAG, said patient legal expenses coverage shall be available for you on a worldwide basis.

What is Insured?

The insurance policy shall become applicable whenever physicians or medical staff have committed treatment errors causing harm to you in any manner. True, the relationship between physicians and patients is based on confidence. Nevertheless, also medical professionals may make mistakes. In such events, it is often particularly difficult for patients to get justice when involved in a complicated conflict about treatment errors. This is all the more true because patients will in such events usually be forced to hold discussion with the professional liability insurance of the medical professional rather than with the treating physician himself or herself.

- Legal disputes up to one million Euros each shall be covered on a worldwide basis. Up to this amount, ARAG shall assume all lawyer's and legal costs.
- Upon request, the insurer shall also recommend a lawyer specialised in medical law.
- Access to the ARAG online legal service providing approx. 1,000 legally verified sample letters and documents from various fields of law.
- Within the framework of ARAG-JuraTel®, lawyers will be available for an initial consultation by phone in order to help you in case of claims for damages or in the event of an alleged criminal offence.
- Once per calendar year, you will be able to consult a lawyer accredited in Germany in order to prepare or amend an advance health care directive inclusive of an enduring power of attorney; in this context, an amount of up to EUR 250 shall be covered.

Which Errors are deemed to be Medical Treatment or Advice Errors?

It is not only the much-cited pair of scissors forgotten in the abdomen during a surgical intervention that must be regarded as treatment error. To give only one example, such errors also include a faulty advice on the dosage of a medicine. Hence, an inappropriate, particularly a careless, improper or delayed treatment of a patient by a physician shall be regarded as treatment error. If a physician has failed to inform a patient about the necessities and risks of a treatment, such failure shall be regarded as **medical advice error** – also covered by this insurance. All this shall not only apply to physicians, but also to hospital staff, psychotherapists, pharmacists or nursing services. With respect to the patient legal expenses insurance, all these persons have the same status as physicians.

About ARAG

ARAG is the largest family-owned company in the German insurance sector and considers itself as versatile quality insurer. Apart from its focus on legal expenses insurances, it also provides its customers in Germany with attractive need-based products and services under one roof in the fields of composite services, health and prevention. Operating in a total of 17 countries, inclusive of the USA and Canada, and offering a range of legal expenses insurances and legal services, ARAG furthermore holds a leading position in many international markets via its international branches, companies and shareholdings or interests. With its more than 4,000 employees, the group generates sales and premiums in a volume of more than EUR 1.6 billion.BDAE has been cooperating with the company since 2008. ARAG and BDAE have jointly developed the first legal expenses insurance for overseas stays that applies on a worldwide basis.





Supplementary Service: MEDICAL ASSISTANCE FOR BDAE CLIENTS AND MEMBERS

Whoever is in need of medical care while staying abroad attaches importance to a rapid, qualified and seamless assistance. For this reason, the BDAE Group has integrated an Assistance Programme including the corresponding assistance, emergency and service offers in its insurance concept. The following assistance services shall be made available by BDAE to its insured persons and members in cooperation with the specialist Allianz Partners Deutschland GmbH:

- Multi-language, qualified 24 hour emergency hotline
- Worldwide network of medical service providers
- Information on dental/medical insurers (e.g. names, addresses and phone numbers as well as consulting hours of physicians, dentists, hospitals and clinics within the actual region of stay)
- Patient advice in routine and emergency cases
- Assistance when fixing treatment dates with hospitals and physicians for outpatient treatments
- Organisation of the admission to a hospital in case of illness
- Help and support of relatives by providing country-specific data and information on health care services
- Information transmission between primary physician and hospital as well as message transfer service
- Assistance with respect to the procurement and dispatch of prescription medicines (to the legally permissible extent)
- Organisation of interpreting and translation services
- Wordwide Access to medical information in German and English
- Consulting and assistance in case of loss of important documents and means of payment

In addition to the assistance services mentioned on the left, BDAE shall upon request pay the costs for further services in connection of which the Allianz Partners Deutschland GmbH seeks authorisation directly from the BDAE and its risk carrier (insurer). These services include:

- Organisation of emergency evacuations as well as transfers to other suitable hospitals in medically necessary cases
- Organisation and implementation of repatriations up to EUR 250,000 per insured event
- Implementation and assumption of costs for transfers in case of death up to EUR 10,000

These services may be requested by person insured with the BDAE and BDAE members 24 hours a day and on 365 days a year. In order to guarantee a smooth operation, please ensure that you have your BDAE insurance number or your membership number ready when contacting Allianz Partners Deutschland GmbH.

24/7 Emergency Preparedness of the BDAE under +49-40-30 68 74-74



Medical information always at hand with your personal Health Assistant

Thanks to the Digital Health Assistant *Emma*, you can access comprehensive health services straight from your smartphone. *Emma* is available to all BDAE customers – wherever they are!



Instant information on your medical questions

Emma provides the most immediate medical guidance at any hour of the day:

- Text your questions to a medical professional
- Symptom checker provides instant medical guidance
- Explore reliable content about your symptoms from clinical partners

Unique features



Emma is conveniently managed through your preferred messenger service, and fits your schedule:

- All interactions centralised in your favorite chat app
- Inquire, respond and follow up at your convenience
- No download/installation required, simple initial registration



Human perspective on-demand

Emma connects you with healthcare professionals and provides medical information on demand:

- Medical hotline available in German and English
- DoctorChat to chat with medical professionals

Emma: it's that easy!



Start with a simple registration and use any of Emma's services at your convenience! Visit the registration page via the link you have received and select your favorite messenger application. You can then start chatting with Emma by entering your personal activation code.



health assistant is available to you 24/7 via smartphone and PC



about your symptoms



Read information on your symptoms, provided by Emma



Text a question to a medical professional and receive a personal response within minutes



Keep track of your medical chats and procedures on your messenger app



Call the BDAE medical hotline if your concern could not be clarified or you have questions relevant to the contract

Want to know more about Emma?

Who or what is Emma?

Emma is virtual health assistant – available 24/7 via WhatsApp, Telegram or our secure Webchat. Emma is a chatbot which gives you access to various helpful health services. You can, for example, assess your symptoms, ask a question to a medical professional or call him or her directly to get medical advices.

How much does Emma cost?

For you, as a customer of BDAE, Emma is free of charge. The service is fully included in your existing policy.

Who is behind Emma?

Emma is a virtual health assistant created and managed by Medi24, a trusted telehealth provider based in Switzerland, providing 24-hour telehealth services and medical assistance. Medi24 is a member of the Allianz Partners Group, the world's leading provider of assistance services.

Where can I find my activation code?

You will receive the link along with your personal activation code together with the confirmation of your BDAE insurance coverage. If you have any questions, please contact our Service team (contractinformation@bdae.com or +49-40-306874-23/43).



AGREEMENT ON INTERNATIONAL HEALTH INSURANCE FOR EMPLOYEES ABROAD

between Party entitled to be insured:

Company							
Address							
Contact person			Position				
Phone		Fax		E-mail			

and Policyholder:

BDAE Expat GmbH Kühnehöfe 3 22761 Hamburg

the following shall be agreed:

Preamble

The beneficiary named party entitled to insurance employs employees for whom their country of employment and their usual place of residence are not identical, so-called expatriates, or "expats" for short. The beneficiary named above would like to offer these employees - and, if applicable, their family members - health insurance coverage.

For decades, the BDAE has specialized in the coverage of health risks for expats and has established group insurance policies for this purpose. The conclusion of the contract between the above-named Party entitled to insurance and the BDAE makes it possible to register their employees (and family members) for such group insurance.

1. Insurance coverage/Scope/Special conditions

- 1.1 The scope of the group insurance contract results from Terms and Conditions of the EXPAT BUSINESS/EXPAT BUSI-NESS PREMIUM. By signing, the Party entitled to insurance confirms that he/she has taken note of these conditions.
- 1.2 Pre-existing conditions are also insured if the insured employee(s) leave the country of residence or the home country at the instigation of the person entitled to insurance within the scope of the personnel assignment. For all other persons to be insured, the usual exclusion for pre-existing conditions shall apply in accordance with the Terms and Conditions Part I, Art. 6 para. 2a. For all insured persons, the particularly serious pre-existing conditions are excluded in any case in accordance with the Product-specific Insurance Terms and Conditions Part II, clause C12.

2. Registration and de-registration/Start and end of insurance coverage/Sanctions

- 2.1 The party entitled to insurance shall register the employees (and, if applicable, their family members) with the BDAE for insurance coverage by means of a list procedure. The list is handed over to BDAE by the Party entitled to insurance for the first time when the contract is concluded and is checked at least once a year. Registrations and de-registrations during the year must be reported to BDAE on a monthly basis.
- 2.2 Registrations can be made a maximum of three months in advance. Retroactive registrations are not possible. The earliest possible start date is the date on which the notification is received by the BDAE. Cancellations are made in accordance with the Product-specific Insurance Terms and Conditions Part II, clause C10.
- 2.3 Insurance coverage begins as soon as the requirements of the Terms and Conditions Part I, Art. 4, para. 1 are met, at the earliest when the person to be insured is enrolled in the group insurance contract by the BDAE.
- 2.4 The insurance coverage ends with the de-registration from the group insurance contract according to the Terms and Conditions Part I, Art. 4 para. 5.
- 2.5 The information provided when registering for health insurance will be used by BDAE in the event of a claim to communicate with employees (e-mail address) and to identify them, in addition to the insurance number (first and last



name, date of birth). The party entitled to insurance will communicate these circumstances of contact to the employees so that they can decide which e-mail address BDAE should receive and ensure that the data is correct. Account data will only be requested by employees when a claim for benefits is made, see section 3.1 below.

2.6 If sanctions are imposed on the party entitled to insurance or on insured employees, this may result in restrictions or even the loss of insurance coverage (see Terms and Conditions Part I, Art. 2 para. 6 and Art. 6 para. 5).

3. Claims/Communication/Data Protection

- 3.1 In the event of a possible claim (medical treatment subject to a charge), the employee concerned usually contacts the BDAE directly. For this purpose, the BDAE provides a payment form in which all essential data for determining the entitlement to benefits and the payment of benefits are requested.
- 3.2 This direct communication channel avoids data protection issues in the relationship between the party entitled to insurance and their employees. Reference is made to Article 9 of the GDPR. If the Party entitled to insurance wishes to be involved in the communication in the event of a claim, he/she will provide a corresponding release by the employee concerned and attach it to the registration list.
- 3.3 For the processing of a benefit case, the employee concerned must grant the BDAE corresponding data protection releases (declaration of consent in accordance with GDPR and release from secrecy).
- 3.4 The BDAE will pay all benefits by bank transfer, usually to an account specified by the employee in euros. If the beneficiary wishes to be invoiced via him/herself, a corresponding release must be provided to the BDAE, cf. section 3.2.
- 3.5 Employees' claims for benefits may not be offset.

4. Obligation to pay premiums/Consequences/Follow-up contract

- 4.1 Premiums are paid in advance until the end of each insurance year. Payment methods during the year can be agreed, taking into account installment surcharges (semi-annual + 2%). The party entitled to insurance is liable to pay the premium to the policyholder and the policyholder is liable to pay the premium to the insurer. The policyholder pays the insurance premiums to the insurer.
- 4.2 The party entitled to insurance is obliged to pay the premiums invoiced by the BDAE within 30 days. The person entitled to insurance may not offset any claims for benefits of the beneficiary employees.
- 4.3 If payment has not been made after 30 days, the BDAE will send a reminder with a payment deadline of 14 days.
- 4.4 If the second payment deadline also expires, BDAE will not register the employees with the insurer or de-register them from the group insurance contract. In these cases, there is no insurance coverage via EXPAT BUSINESS or EXPAT BUSINESS PREMIUM.
- 4.5 The person entitled to insurance remains obliged to pay the contributions.

5. Information obligations from the party entitled to insurance/Data Protection

- 5.1 The party entitled to insurance undertakes to inform the employees benefiting from the insurance coverage of the following:
 - about the General and Product-specific Insurance Terms and Conditions
 - on restrictions such as duration of benefits, exclusion of severe pre-existing conditions
 - about the specifics of group insurance
 - about the necessity of the employees' consent to the BDAE under data protection law
 - on the consequences of non-payment of premiums

Place, date

Signature / Stamp (Party Entitled to be Insured)

(Policyholder: BDAE Expat GmbH)

Hamburg,

Place, date

E-mail: info@bdae.com Web: www.bdae.com

Signature / Stamp



APPLICATION FOR ADMISSION TO THE HEALTH INSURANCE

Party Entitled to be Insured

Company

The following employees are asked to be insured according to the insurance arrangements:

General information						Scope of benefits		
No.	Surname,				Planned country of stay	The employee has been sent abroad?*	yes no	
	First name(s)				Desired commence- ment date for the insu- rance (dd/mm/yyyy)	Inclusive USA/Canada?**	yes no	
	Nationality		Date of birth (dd/mm/yyyy)		Start of the stay abroad (dd/mm/yyyy)	Product selected	EXPAT BUSINESS	
	Sex	m f	E-mail		Is there another cur- rent health insurance? (Insurer, Insurance-no)			
No.	Surname,				Planned country of stay	The employee has been sent abroad?*	yes no	
	First name(s)				Desired commence- ment date for the insu- rance (dd/mm/yyyy)	Inclusive USA/Canada?**	yes no	
	Nationality		Date of birth (dd/mm/yyyy)		Start of the stay abroad (dd/mm/yyyy)	Product selected	EXPAT BUSINESS	
	Sex	m f	E-mail		Is there another cur- rent health insurance? (Insurer, Insurance-no)			
No	Surname,				Planned country of stay	The employee has been sent abroad?*	yes no	
	First name(s)				Desired commence- ment date for the insu- rance (dd/mm/yyyy)	Inclusive USA/Canada?**	yes no	
	Nationality		Date of birth (dd/mm/yyyy)		Start of the stay abroad (dd/mm/yyyy)	Product selected	EXPAT BUSINESS	
	Sex	m f	E-mail		Is there another cur- rent health insurance? (Insurer, Insurance-no)			
No.	Surname,				Planned country of stay	The employee has been sent abroad?*	yes no	
	First name(s)				Desired commence- ment date for the insu- rance (dd/mm/yyyy)	 Inclusive USA/Canada?**	yes no	
	Nationality		Date of birth (dd/mm/yyyy)		Start of the stay abroad (dd/mm/yyyy)	Product selected	EXPAT BUSINESS	
	Sex	mf	E-mail		Is there another cur- rent health insurance? (Insurer, Insurance-no)			

* Upon request of the employer, the employee will change his or her country/cultural area within the framework of an assignment. ** With inclusion of "USA/Canada" the insurance coverage for these countries extends from the usual 42 days to 365 days a year.

Family members to be co-insured in the EXPAT BUSINESS Series

٩	No.	Surname, First name(s)	Nationality	Sex	Date of birth (dd/mm/yyyy)	Desired commencement date for the insurance (dd/mm/yyyy)	Is there another current health insurance? If so, please indicate as follows: Insurer, Insurance-no.
				☐ m ☐ f			
				☐ m ☐ f			
				☐ m ☐ f			
				m f			

L Please enter the consecutive number of the insured employee here.

Signature / Stamp (Party Entitled to be Insured)

Place, date

E-mail: info@bdae.com



DE-REGISTRATION FROM THE HEALTH INSURANCE

Party Entitled to be Insured							
Company							
Surname, Firs	t name(s)	Insurance number (P)	Last month to be covered (mm/yyyy)				

E-mail: info@bdae.com Web: www.bdae.com

Signature / Stamp (Party Entitled to be Insured)





1. Right of Revocation

You may revoke your contract declaration in text format within a term of 14 days without being obliged to indicate the reasons therefore (e.g. by letter, fax message, e-mail). Said term shall commence upon your receipt in text format of the confirmation of cover, the contractual provisions inclusive of the General and Special Insurance Terms and Conditions, the other information according to Section 7 paragraphs 1 and 2 of the German Insurance Contract Act (VVG) in conjunction with Sections 1 through 4 of the VVG-Decree on Information Duties and this information on your right of revocation.

For observing the revocation period, the revocation must have been dispatched in due time. The revocation shall be addressed to:

BDAE Expat GmbH, Kühnehöfe 3, 22761 Hamburg, Fax: +49-40-30 68 74-90, E-mail: info@bdae.com

2. Consequences of a Revocation

In the event of an effective revocation, insurance coverage shall cease to exist and all amounts paid by you within the framework of the contractual relationship shall be reimbursed to their full extent. The reimbursement of refundable amounts shall take place immediately and in no case later than 30 days after receipt of the revocation. If insurance coverage does not commence prior to the expiry of the revocation period, an effective revocation shall result in the obligation to refund any payments and surrender any benefits (e.g. interest) received.

3. Attention

The right of revocation shall lapse upon your explicit request if the contract has been completely fulfilled both by you and by us prior to your exercise of the right of revocation.

End of Instructions on the Right of Revocation



PRIVACY INFORMATION

concerning the processing of personal data and your rights under the data protection law

Data controller

BDAE Expat GmbH Kühnehöfe 3 22761 Hamburg E-mail: info@bdae.com Phone: +49-40-30 68 74-0

Data protection officer

Data protection officer of the BDAE Group Kühnehöfe 3 22761 Hamburg E-mail: datenschutz@bdae.com Phone: +49-40-30 68 74-18

Purposes and legal bases for data processing

We process your personal data in compliance with the General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG), the privacy regulations of the German Insurance Contract Act (VVG) and all other applicable statutory provisions.

If an application is submitted for conclusion of an overseas health insurance within the framework of the EXPAT BUSINESS or EXPAT BUSINESS PREMIUM product either by e-mail or via the BDAE web upload portal or by mail, we are in need of the information rendered by you in this context for being able to conclude the insurance contract. If the insurance contract comes into being, we process your data for the purpose of the implementation of the contractual relationship, e.g. for general customer and contract administration purposes, in order to get into contact with you or for issuing our invoices. In case of claims, we need the data for making assessments and settlements.

The legal basis for processing the data for precontractual and contractual purposes is Art. 6 (1) b) GDPR. If you are asked to provide medical data for processing them in the context of the insurance product, your statement of consent obtained for this purpose within the framework of the application according to Art. 9 (2) a) in conjunction with Art. 7 GDPR serves as legal basis for processing such medical data.

Recipients and categories of recipients of personal data

The data will exclusively be forwarded to third parties to the extent necessary for implementing the contract or, as the case may be, for providing the benefits of your EXPAT BUSINESS or EXPAT BUSINESS PREMIUM product or you have given your consent thereto. Moreover, your data may be disclosed towards third parties to the extent that we are obliged to proceed this way due to statutory provisions or enforceable orders issued by public authorities or courts. When we process your application and your contract, your personal data are forwarded to the BDAE Holding GmbH, our sister company, the BDAE Consult GmbH as well as to our parent company, the MSH INTERNATIONAL within the framework of the operation of the service portal or, as the case may be, collected by the two BDAE companies processing your applications and settling your contracts have been concluded with the aforementioned companies.

In addition, personal data are forwarded to the following recipients in a pseudonymised format when processing the contract and insured events:

- Allianz Partners AWP Health & Life as your international health insurer
- ARAG SE as your patients' legal protection insurer
- Allianz Partners Deutschland GmbH in the event of medical assistance services
- BDJ Versicherungsmakler GmbH & Co. KG if you make use of the insurance for repatriation by airplane.

The disclosure of data towards the aforementioned recipients is absolutely necessary for implementing the contract

The data are processed via servers of the BDAE Holding GmbH which have been rented from an internet service provider resident in Germany. With this provider, too, a processing contract has been concluded in order to safeguard your rights.

Data forwarding to a third country

As a rule, data is not transferred to a third country or to an international organization outside the EU/EEA. The only exception is in the case of a necessary settlement of benefits for risks insured in the USA. In this case, the necessary personal data is transferred on the basis of appropriate data protection guarantees in the form of EU standard contractual clauses to Global Excel Management Inc., 73 Queen Street, Sherbrooke, Quebec J1M 0C9, Canada.

Retention period

We store the data as long as it is necessary for the aforementioned purposes. Afterwards, the data will be deleted in compliance with the applicable statutory retention periods, unless this is contrary to legitimate interests such as, for instance, the assertion of claims.

Your rights as data subject

With respect to your personal data, you may assert the following rights towards the aforementioned data controller:

- the right of access pursuant to Art. 15 GDPR
- the right to rectification and/or completion of your data according to Art. 16 GDPR
- the right to erasure of the personal data according to Art. 17 GDPR
- the right to restriction of processing according to Art. 18 GDPR
- the right to data portability according to Art. 20 GDPR

Moreover, you have the right to file a complaint with respect to the processing of your personal data with the data protection supervisory authority.

If you have granted a consent to the processing of your data, you are at any time entitled to revoke your consent. In this case, however, the lawfulness of the processing made until the revocation on the basis of your consent will remain unaffected.

For asserting your rights, please contact our data protection officer indicated above.



STATEMENT OF CONSENT

pursuant to Articles 7 and 9 of the General Data Protection Regulation (GDPR)

I/we hereby agree that the BDAE Expat GmbH as well as the companies of the BDAE Group (BDAE) appointed for this purpose by the BDAE Expat GmbH collect, use, store and process my/our health data. The necessity to proceed this way is based on my/our desire to conclude the EXPAT BUSINESS or EXPAT BUSINESS PREMIUM international health insurance for my/our stay abroad, as applied for by me/us today.

The BDAE is the policyholder of a group insurance scheme I/we want to join. For this reason, the BDAE must know my/our health data in order to be able to assess my/our application for admission to the group insurance scheme and decide upon it. Where necessary, I may become subject to risk premiums or exclusions due to my/our health data.

In case of claims, it may become necessary for BDAE to collect, use, store and process additional health data. For this purpose, too, I/we give my/our consent.

I have taken note of the privacy information and the privacy statement of the BDAE.

In the event that I/we want to include third parties (e.g. tax advisors, insurance intermediaries, human resources departments) into the communication held with the BDAE, I/we will grant such persons the corresponding approvals pursuant to Articles 7 & 9 GDPR and, where appropriate, issue the required releases from secrecy.

Place, date

Signatures (employee(s) to be insured, where appropriate, as legal representative of persons to be co-insured and pursuant to Art. 8 GDPR all persons to be insured and aged 16 and more)



RELEASE FROM SECRECY

In addition to the consent to the collection, use, storage and processing of my/our health data, I/we have to grant a release from secrecy in order to enable all parties/institutions to answer the questions they will be asked in connection with health data. This applies to the application procedure as well as to the application for a benefit and the review of an insured event. The confidentiality of such data is protected via the General Data Protection Regulation (GDPR - Articles 7 & 9) and the German Penal Code (Section 205 StGB).

The review of data only takes place to the extent necessary for handling and processing the application or, as the case may be, the insured event.

I/we have already agreed that the BDAE Expat GmbH and the companies of the BDAE Group (BDAE) appointed for this purpose by the BDAE Expat GmbH collect, use, store and process my/our health data. I/we now agree that the BDAE may make inquiries in order to review the application for admission to the insurance scheme, assess the risk and/or review an insured event by consulting physicians, hospitals and other health institutions, nursing homes and caregivers, other personal insurers and statutory health insurance schemes as well as trade associations and authorities.

I/we hereby release the aforementioned persons and employees of the aforementioned institutions from their duties of secrecy relating to my/our health data reliably collected and stored on the basis of examinations, consultations, treatments as well as insurance applications and insurance contracts in a period of up to ten years prior to the date when the application was filed with the BDAE.

To the extent that the aforementioned statements relate to information rendered at the time of application, they shall be valid for a term of five years after contract conclusion. If - after contract conclusion - the BDAE believes due to specific indications that the information given at the time of application was intentionally wrong or incomplete and that the risk assessment was affected for this reason, such releases from the secrecy duty shall be effective for a period of up to ten years after contract conclusion.

For assessing the risks and reviewing the duty to pay benefits, it may become necessary to involve medical experts or other third parties for obtaining expert reports. I/we agree that the BDAE forwards my/our health data to medical experts or other third parties to the extent that this is necessary within the framework of the risk assessment or the examination of the duty to pay benefits and that my/our health data may be used by such third parties for the intended purpose and that the results may be sent back to the BDAE. I/we release the persons and experts working for the BDAE from their secrecy duties.

In exceptional cases, it may become necessary that the BDAE informs the Allianz Partners AWP Health & Life insurers. In this case, the releases from the secrecy duty issued in the matter at hand also applies to the statements and information made towards or rendered to Allianz Partners AWP Health & Life.

For the purpose of examining the duty to pay benefits, it may - also after my/our death - become necessary for the BDAE to review my/our health information. In this case, too, I/we release the aforementioned persons and employees of the aforementioned institutions from their secrecy duties

I/we have taken note of the information on privacy and the privacy statement of the BDAE.

Place, date

Signatures, (employee(s) to be insured, where appropriate as legal representative of persons to be co-insured and all persons of legal age to be insured)