



Application form

Health insurance coverage for group contract VDWS

- Page 1** **Application form**
Please complete in and sign
- Page 2** **Legal instructions**
Please sign
- Page 3 to 4** **Explanation for data acquisition, confidentiality release etc.**
Please sign pages 4
- Page 5** **Tariff information (summary)**
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By mail to

SüdwestRing Versicherungsmakler GmbH
Abt-Hyller Str. 4
D-88250 Weingarten, Germany

or fax

+49-(0)751/56036-320

or email

ibrenner@suedwestring.de

Mandatory declaration in line with §11 regulation on insurance broking of SüdwestRing Versicherungsmakler GmbH


We act as an insurance broker.

We were registered on 10th September, 2007 at the Chamber of Commerce Bodensee-Oberschwaben, D-88250 Weingarten, Germany, registration No D-44LH-GICAQ-36. The registration can be viewed as follows: Deutscher Industrie- und –Handelskammertag (DIHK) e.V., Breite Straße 29, D-10178 Berlin, Germany, phone no. +49 (0) 180-500-585-0*, www.vermittlerregister.info *14 cents per minute for calls on the landline, max. amount 42 cents per minute for calls on the mobile network. Fees from abroad can vary.

The following arbitration boards can be charged with an extrajudicial settlement:
www.versicherungsombudsmann.de

Ombudsmann Private Kranken- und Pflegeversicherung, Kronenstraße 13, D-10117 Berlin, Germany
www.pkv-ombudsmann.de

There is no interest of and in insurance companies of more than 10% in our business. Furthermore has no direct or indirect participation of more than 10% in any insurance company.

 **Application for health insurance for VDWS members**

Please send by **fax**: +49-(0)751-56036-320 or by **e-mail**: ibrenner@suedwestring.de or by **mail** to
SüdwestRing Versicherungsmakler GmbH, D-88240 Weingarten, Germany

APPLICANT (as a Person):

First name	Family name	Date of birth	Gender
Street	Post code/town (optionally contact person during any absence)		Nationality
Place of employment (country, town, site), if known			
Tour operator/school name/ employer			
Email	Telephone no./Mobile phone no.	Fax no.	

Insurance cover required (please mark with a cross):

- Expat Business **excluding** USA/Canada (monthly payment) as a family member
 Expat Business **including** USA/Canada (monthly payment) as a family member

Application acceptance requires a direct debit order for a German bank account or credit card details (6% supplementary charge)!

German bank account no.(IBAN): _____ Bank code no (BIC-Swift): _____
 Bank name: _____

VISA Credit card number _____ Expiry date of card _____ CVC _____
 Diners Club Credit card number _____ Expiry date of card _____ CVC _____
 EC/MC Credit card number _____ Expiry date of card _____ CVC _____
(CVC-PIN – the last three numbers on the back of the credit card)

Account holder (first name and family name) if not the insured person _____

Signature of account holder if not the insured person _____

Insurer: SwissLife Prévoyance et Santé, 7 rue Belgrand, F-92300 LevalloisPerret, Frankreich
 Insurant: BDAE Expat GmbH

I apply for private medical insurance for abroad as described below in accordance with the terms and conditions for fixed-term health insurance and sickness daily allowance cover of the Expat series for long-term travel, part I and part II respectively (Expat Business tariff). Until cancelled I authorize the insurant (BDAE) or SüdwestRing Versicherungsmakler GmbH or the corresponding "employer" to directly debit from my bank account the payments as they become due. If the account named by me does not show the required cover the relevant credit institute is not obliged to settle the payment. Any bank charges for return debit notes are at my expense.

In case of a non-payment of the respectively due premium and associated costs caused by me my insurance policy will be cancelled by the insurance company. As a result I will lose insurance protection.

I hereby permit the SüdwestRing Versicherungsmakler GmbH to act as an agent on my behalf and authorize it to contract the following insurances. The authorization is also valid for any changes, cancellation and transfer of cover for these insurance contracts under exemption from the limitations set out in paragraph 181 of the BGB (German Law).

SüdwestRing Versicherungsmakler GmbH will forward the received premiums to the insurance company. Apart from the premium payments no further costs will occur for me.

This agent's contract is valid for one year and is automatically extended each time for a further year if it is not cancelled in writing 3 months before its expiry date. It expires automatically with cessation of the insurance.

Do you have any other health insurance?

No

Yes Insurer: _____ Police No.: _____

Start of insurance cover: 01. ____ . 20____

Date and signature of applicant _____



LEGAL INSTRUCTION AS PER § 19 ABS. 5 SATZ 1 VVG
LEGAL INSTRUCTION BY
SWISS LIFE PRÉVOYANCE ET SANTÉ (INSURER)

NOTIFICATION AS PER § 19 ABS. 5 VVG REGARDING THE CONSEQUENCES OF BREACHING THE DUTY OF DISCLOSURE

In order for the Insurer to comprehensively evaluate an insurance application all questions asked in the application forms must be answered truthfully and completely. Any information that the Applicant may consider to bear no significance must also be provided. Any information the Applicant does not wish to provide to an insurance broker is to be reported to the Insurer directly without delay and in writing. Kindly be advised that insurance cover may be withdrawn or cancelled in case false, incomplete or misleading information is provided to the Insurer. Please find below further details regarding the consequences of breaching the duty of disclosure.

WHAT ARE THE DETAILS OF THE PRE-CONTRACTUAL DUTY OF DISCLOSURE?

At the time of submitting the insurance application the Applicant shall disclose all information relevant to the risk requested by the Insurer in writing. All questions must be answered truthfully and completely. All circumstances which may affect the evaluation of the application and the decision of the Insurer are considered being of relevance to the risk. Upon submission of the application the Applicant is also obliged to provide any additional information requested by the Insurer prior to the policy approval.

WHAT ARE THE CONSEQUENCES OF BREACHING THE PRE-CONTRACTUAL DUTY OF DISCLOSURE?

1. RESCINDMENT OF CONTRACT AND WITHDRAWAL OF COVER

The Insurer is entitled to rescind the contract should the Applicant or an insured member suppress, misrepresent or misstate any material fact, unless proof of absence of willful intent or gross negligence is provided. In case of gross negligence, the Insurer is not entitled to rescind the contract if the policy would have been issued despite the knowledge of the full circumstances, even if contract alterations by the Insurer would have been applicable. Insurance cover is withdrawn in the event of contract rescindment. Should the Insurer rescind the contract after a claim has been submitted the Insurer is still obliged to reimbursement, if the Insured Person proves that the reasons for the claim have no connection with the reasons for contract rescindment. The reimbursement obligation ceases, however, in case of willful intent. The Insurer is entitled to retain the insurance premium in case of contract rescindment up to the effective date of the rescindment.

2. CANCELLATION

Should any breach of the pre-contractual duty of disclosure not have occurred due to willful intent or gross negligence the Insurer is entitled to cancel the policy with a notice period of one month. The right of policy cancellation by the Insurer shall not be applicable if the policy would have been issued despite the knowledge of the full circumstances, even if contract alterations by the Insurer would have been applicable.

3. CHANGE OF CONTRACT

Should the Insurer not be entitled to cancel or rescind the existing contract, because cover would have been offered despite the full knowledge of the circumstances, albeit under different conditions, the circumstances shall become part of the contract retroactively upon request by the Insurer, provided the Insured Person has suppressed, misrepresented or misstated any material fact out of negligence. In case the premium after the change of contract is more than 10% higher than before or cover for the respective benefit ceases then the Insured Person shall be entitled to cancel the contract with immediate effect within one month after receiving the notification by the Insurer. The Insurer will inform the Applicant about this right in the change of contract notification.

4. EXECUTION OF THE RIGHTS OF THE INSURER (§ 21 VVG)

The Insurer is entitled to assert his rights of rescindment, cancellation or change of contract in writing within a period of one month. The term begins on the date on which the Insurer obtains knowledge of the breach of duty of disclosure on which they claim and constitute their entitlement to recede, cancel or change the contract. Assertion of these rights shall be accompanied by a notification declaring the reasons for the Insurer as to why the contract is rescinded, canceled or changed. Further reasons may be added within the notification period. The right to rescind, cancel or change the contract ceases if the Insurer had been aware of the circumstances or the breach of duty of disclosure. The right to rescind, cancel or change the contract ceases three years after conclusion of the contract. This shall not apply to claims dated to within the period of three years after conclusion of the contract. The period shall be extended to ten years if the breach of duty of disclosure has occurred out of willful or malicious intent.

5. WILLFUL DECEIT (§ 22 VVG)

The right of the Insurer to contest the validity of the contract remains unaffected.

6. REPRESENTATIVE PERSON (§ 20 VVG)

In case of a third party representing the Insured Person at the time of application and conclusion of the contract any possible willful or malicious intent of both, the Representative and the Insured Person, are to be considered regarding any actions involving breach of the duty of disclosure, rescindment, cancellation and the change of contract. The Insured Person shall only be entitled to claim absence of willful intent or gross negligence when neither is to be imposed on the Insured Person nor its Representative.

ADDITIONAL DECLARATION:

The insurance contract applied for is governed by German law, and is to be interpreted exclusively consistent with German law and usage of terminology. This includes, without limitation, the legal concepts and terms contained in the contract, the English translations of which may not be identical with the original German terms in their respective legal understanding. In case of discrepancy between the German version of this contract and the English version, the German version prevails.

Place, date:

Signature:
(applicant)

State: 01.07.2014



DECLARATION AND INFORMATION ON DATA PROCESSING BY SWISS LIFE PRÉVOYANCE ET SANTÉ (INSURER)

I. CONSENT TO THE COLLECTION AND USE OF HEALTH DATA AND DECLARATION OF RELEASE FROM SECRECY.

The declarations of consent and of release from secrecy printed under I. were prepared as coordinated between the Gesamtverband der deutschen Versicherungswirtschaft e.V. (GDV) and data protection authorities.

The Insurance Contract Act, the Federal Data Protection Act and other data protection provisions do not include an adequate legal basis for the collection, processing and use of health data by the insurer. For this reason we need your consent as required by data protection laws. In the event of a claim, we may require your release from secrecy in order to obtain your health data from parties subject to secrecy (e.g. physicians).

Furthermore, we require your release from secrecy in order to disclose your health data or other data protected under Section 203 of the German Criminal Code, e.g. the fact that there is a contract with you, your customer number or other identification data, to other parties, e.g. assistance, logistics or IT service providers.

The following declarations of consent are indispensable for the implementation or termination of your insurance contract (processing of your claim). Should you not submit these, it will not usually be possible to enter into any contract.

The declarations relate to the way we handle your health data and other data subject to secrecy (under 1.), in connection with requesting these from third parties (under 2.) and when disclosing them to parties external to the insurer (under 3.)

The declarations also apply to persons legally represented by you who are included in the insurance, e.g. to your children, if they do not recognise the significance of this consent and thus cannot submit their own declarations.

1. CONSENT TO THE COLLECTION, SAVING AND USE OF YOUR HEALTH DATA

I consent to Swiss Life Prévoyance et Santé collecting, saving and using the health data notified by me in the future, provided that this is required to implement or terminate the insurance contract.

2. REQUEST OF HEALTH DATA FROM THIRD PARTIES TO VERIFY THE DUTY TO INDEMNIFY

To check our duty to indemnify it may be necessary for us to check information on your state of health which you provided to substantiate claims or which is shown in the documents submitted (e.g. bills, prescriptions, expert opinions) or notifications, e.g. by a physician or other member of the health profession.

This verification is carried out only to the extent necessary. To do so, we require your consent including a release from secrecy for us and for these parties if, in the course of these requests, health data or other information subject to secrecy are disclosed.

We will inform you in each individual case of the persons or establishments that are required to provide information and for what purpose. You can then decide in each case whether you consent to the collection and use of your health data by the insurer, release the persons or establishments named and their employees from secrecy and consent to the transfer of your health data to the insurer, or whether you will provide the required documents yourself.

3. DISCLOSURE OF YOUR HEALTH DATA AND OTHER DATA SUBJECT TO SECRECY TO PARTIES OUTSIDE SWISS LIFE PRÉVOYANCE ET SANTÉ

We contractually oblige the parties named below to observe provisions on data protection and data security.

3.1. DISCLOSURE OF DATA FOR MEDICAL ASSESSMENT

To check our duty to indemnify, it may be necessary to call in medical experts. We require your consent and release from secrecy for this purpose if your health data and other data subject to secrecy are transferred in this connection. You will be informed of each transfer of data.

3.2. TRANSFER OF TASKS TO OTHER PARTIES (BUSINESS ENTERPRISES OR PERSONS)

Health data might be collected, processed and used. We have therefore transferred these tasks to other companies. If your data subject to secrecy are disclosed in the course of this, we require your release from secrecy for us and, where necessary, for other parties. We carry out a constantly updated list of the parties and categories of parties that collect, process or use data subject to secrecy on our behalf as agreed. This list shows the tasks which have been transferred to the individual parties. The currently valid list is enclosed directly with the declarations.1*). An up-to-date list can also be viewed on the Internet under www.bdae.com/en/downloads/GesundheitsdatenSchweigepflichtentbindung.pdf. We need your consent for the disclosure of your health data and for use of such data by these parties.

I consent to Swiss Life Prévoyance et Santé transferring my health data to the parties named in the list mentioned above and to the collection, processing and use of my health data by those parties for the purposes stated to the same extent as Swiss Life Prévoyance et Santé would be allowed to do. Insofar as necessary, I release the employees of the parties entrusted with this task from secrecy for the disclosure of health data and other data protected under Section 203 of the German Criminal Code.

4. DISCLOSURE OF DATA TO REINSURERS

To ensure that your claims are satisfied, Swiss Life Prévoyance et Santé can conclude contracts with reinsurers that partially or completely assume the risk insured by us. In some cases the reinsurers use other reinsurers for this purpose to whom they also transfer your data. To allow the reinsurer to check whether Swiss Life Prévoyance et Santé has correctly assessed a claim, Swiss Life Prévoyance et Santé might be required to present your claim documents to the reinsurer.

To settle insurance claims, data on your existing contracts might also be disclosed to reinsurers.

As far as possible, anonymised and pseudoanonymised data are used for the purposes named above, but personal health data might also be used. Reinsurers use your personal data only for the purposes named above. We will inform you of the transfer of your health data to reinsurers.

I consent to Swiss Life Prévoyance et Santé transferring my health data to the parties named in the list mentioned above and to the collection, processing and use of my health data by those parties for the purposes stated to the same extent as Swiss Life Prévoyance et Santé would be allowed to do. Insofar as necessary, I release the employees of the parties entrusted with this task from secrecy for the disclosure of health data and other data protected under Section 203 of the German Criminal Code.

In accordance with article 32 of the french data protection law No. 78-17 of 6. January 1978, I am aware that my personal data is being processed by SwissLife Prévoyance et Santé. I can assert my rights of accessing and correcting my personal data in terms of article 39 and 40 according to above-mentioned law, by contacting SwissLife Marketing department, 1 rue du Mal de Lattre de Tassigny – 59671 Roubaix Cedex 01 France, and for medical data: Swiss Life, 7 rue Belgrand 92300 Levallois-Perret France. The for my process collected personal data will be used by the Swiss Life Group, the receiver of the data – along with his deputies and reinsurers, under strict medical confidentiality. I have to answer every given question, otherwise SwissLife Prévoyance et Santé cannot check the process.

STATEMENTS BY THE INSURED PERSON(S) OR THE LEGAL REPRESENTATIVE OF THE PERSON(S) TO BE INSURED

I hereby make the declarations on data processing submitted by the applicant or the person interested in insurance on my own behalf or on behalf of the person(s) to be insured.

AGA Service Deutschland GmbH (assistance services)

Experts (medical and nursing assessment and preparation of expert reports),

Nursing services and providers of medical aids (arrangement of nursing services and medical aid providers),

Patient repatriation transports (medically necessary repatriation from abroad).

BDAE Expat GmbH

BDAE Dienstleistungsgesellschaft mbH

BDAE Holding GmbH

BDJ Versicherungsmakler GmbH & Co. KG

II. DISCLOSURE OF DATA TO OTHER INSURERS

Pursuant to the Insurance Contract Act the insured person must notify the insurer of all important circumstances for claim settlement in case of damage. This can also include previous illnesses and claims or notifications about other similar insurance. In certain cases, such as double insurance, legal subrogation and where there are cost sharing agreements, personal data must be exchanged between insurers. Also to prevent any misuse of insurance it may be necessary to request information from other insurers or to provide suitable information upon request. In the process, the data of the person affected are disclosed, such as his or her name and address, type of insurance cover and the risk or information on the claim (type of damage, amount of claim, date of damage).

Place, date:

Signatures:

(applicant or legal guardian of persons who are to be included in the insurance and all adults to be insured)



Information on medical insurance for VDWS members

Extract from the policy coverage for international health insurance under the terms of the General Conditions of Insurance:

- Outpatient treatment
- Pharmaceuticals and medical dressings
- 100% unlimited dental treatment (excluding inlays, onlays), checkup visits
up to 80% dental prosthesis to a maximum of € 2.000 within 2 years (€ 3.000 within 3 years, from the 4th year up to € 4.000 each insurance year)
- Dental prosthesis after an accident within the maximum amounts without a waiting period
- Inpatient treatment as a private patient in a 2-bed room
- Transport costs for stationary treatment to the nearest appropriate hospital Transport costs to the nearest appropriate hospital for inpatient treatment
- Repatriation of patient from abroad (within a single continent up to € 5.000, between two continents € 10.000, in special cases unlimited)
- Hotline for health questions, medical support for admission to hospital through preparation of request for direct billing: accessible 24 hours a day, 7 days a week
- Insurance coverage for temporary home stays in the relevant home country during the long-term travel period, provided that the home country has been included in the choice of relevant premium coverage (Conditions of Insurance, Part II, item 15). Insurance coverage exists for 60 days without interruption respectively for a maximum of 90 days per year
- No limits to duration. The age limit for insurance cover is 65.
- Vacation or occupational stays in the USA/Canada up to 42 days each insurance year without residence are also insured
Vacation or occupation-related visits to the USA/Canada without becoming domiciled are also insured to a maximum of 42 days per insurance year.
- Psychotherapy as per the catalogue of benefits
- Medical aids and appliances (80% of costs, maximum € 2.000, glasses € 50 per annum)
- **Extended liability period**
- **No medical examination**

Qualifying periods: dental prosthesis and childbirth 8 months from start of insurance; no benefits for existing illnesses/treatment needs including any consequences of pre-existing illnesses.

Monthly payment incl. 5% additional charges for rates	Expat Business without USA/Canada*	Expat Business with USA/Canada*
For VDWS members	145,95 €	391,65 €
For family members (e.g. wife/husband, children)	193,20 €	572,25 €
Own contribution per insurance year	0,00 €	500,00 €
Additional fee for payment with credit card (Visa, EC/MC, Diners Club):	+ 6 %	+ 6 %

*vacation or occupational stays in the USA/Canada up to 42 days each insurance year are insured.

▪ **Application and cancellation:**

Insurance coverage commences from the start date requested, at the earliest from the date of departure and receipt at BDAE. When employment ceases and a final return is made to the homeland (country of permanent residence), the insurance cover lapses. Cancellation requires notification in writing.

You can cancel at the end of any month (cancellation period 4 weeks)

Please get in touch with SüdwestRing with regard to subsequent insurance coverage.

▪ **Claim process:**

First of all the invoices must be settled by the insured person. The original invoices are then sent to the BDAE, together with the name of the insured person and the German bank account details (in Germany) into which the refund is to be made. In an emergency, e.g. for hospitalisation or medically required repatriation, please contact the BDAE in order to clarify with the association the settlement of any costs.

Your contact for questions regarding the policy:

SüdwestRing
Versicherungsmakler GmbH
Abt-Hyller-Straße 4
D-88250 Weingarten, Germany
phone.: +49-(0)751-56036-20
fax: +49-(0)751-56036-320
e-mail: ibrenner@suedwestring.de

Questions regarding benefits and transportation:

phone.: +49-(0)40-306874-61 Mr Bullerjahn

fax: +49-(0)40-306874-90

e-mail: mbullerjahn@bdae.de

24 h emergency service hotline

phone: +49-40-306874-74

Submission of insurance claims to:

BDAE Holding GmbH

Kühnehöfe 3

D-22761 Hamburg, Germany