



ADVIGON



## Your customer information

Travel health insurance  
February 2018

# Overview

Welcome to Advigon	3
Guidelines for submitting claims	4
Important information	5
Customer information for electronic contracts	7
Notice about the consequences of breaching the duty of disclosure	8
Notice about the consequences of breaching an obligation	10
Insurance terms and conditions	
<b>Foreign guests</b>	<b>11</b>
<b>Young Travel</b>	<b>17</b>
Premium overview	23

---

Unlike most contracts, THE INSURANCE POLICY is shaped by mutual trust.

THE CUSTOMER INFORMATION contains provisions stipulated by a legislator that ensures you as the policyholder to have the greatest possible amount of information about your insurance cover.

This brochure contains all the information important for your insurance cover and the insurance terms and conditions. Please keep the documents safe, together with your insurance documents.

---



**Dear customer,  
Welcome to Advigon!**

We are pleased to welcome you to Advigon's world of products. Our customers' satisfaction and health are very close to our heart. This is reflected both in our products and in our customer service. We offer you personal customer assistance, quick and flexible solutions and up-to-date customised products.

**What can you expect from the next few pages?**

This brochure contains information about all of the issues that relate to your insurance policy - with particular reference to information about the content and extent of insurance cover. The general insurance terms and conditions are legally binding and govern all mutual rights and duties.

**We are happy to help you with any questions you might have.**

You can find the most important contact details here at-a-glance:

**Contact for questions concerning contracts:**

TEL.: 040 5555-4014  
E-MAIL: [client-services@advigon.com](mailto:client-services@advigon.com)  
WEB: [www.advigon.com](http://www.advigon.com)

Advigon Versicherung AG  
Client-Services  
20911 Hamburg

**Contact for questions concerning benefits:**

TEL.: 040 5555-4055  
E-MAIL: [claim-services@advigon.com](mailto:claim-services@advigon.com)  
WEB: [www.advigon.com](http://www.advigon.com)

Advigon Versicherung AG  
Claim-Services  
20911 Hamburg

Advigon Versicherung AG



## Guidelines for submitting claims

Dear customer,

We have compiled some important information for you that is intended to help you receive compensation as quickly as possible and to avoid bearing costs yourself, if benefits are payable.

**We therefore ask that you: carefully read the information and observe the following points if submitting a claim in the future:**

Please send the original invoice containing the following information to Advigon Versicherung AG when submitting a claim:

- insurance certificate number
- bank account/bank details for compensation

For outpatient or inpatient medical treatment, please make sure that the doctor/hospital's original invoice contains the following information:

- name of the patient;
- description of the illness;
- period of treatment;
- individual services provided by the doctor/hospital;
- exact designation of the foreign currency; and
- account details for the doctor/hospital.

If there has been an accident, please see a doctor immediately. If the accident results in death, the insurer must be informed within a period of 48 hours, even if the accident has already been reported. This notification should also be made telegraphically. The insurer must be granted the right to have a post-mortem examination conducted by a doctor appointed by them.

**Please note: if incomplete documentation is submitted, this may lead to delays in processing your claim.**

We wish you all the best!  
Advigon



## Important information

The following information in accordance with Section 7 Paragraph 2 of the Insurance Contract Act (Versicherungsvertragsgesetz, VVG) gives you an overview of the basis of your insurance policy with Advigon Versicherung AG.

Please keep this customer information in a safe place.  
It is an integral part of your insurance policy.

### Your insurer

Advigon Versicherung AG, Pflugstraße 20, 9490 Vaduz, LIECHTENSTEIN

Head Office: Vaduz  
Registered in the Liechtenstein Commercial Register  
FL-0002.181.006-7

### Legally authorised representatives of Advigon Versicherung AG

Management:  
Kai-Uwe Blum, Godehard Laufköter, Rinaldo Manetsch

### Main business activity of Advigon Versicherung AG

Advigon Versicherung AG provides direct health and life insurance.

### Responsible supervisory body

FMA Finanzmarktaufsicht (Financial Market Authority) Liechtenstein, Postfach 279,  
Landstraße 109, 9490 Vaduz, LIECHTENSTEIN

### Basis and main features of the insurance

The basis of the contract is your application, or request for a quote, the insurance certificate and general insurance terms and conditions (insurance terms and conditions for health insurance for foreign guests AGL-VB-KV 2017 or insurance terms and conditions for health insurance - Young Travel YT-VB-KV 2017).

### Applicable law

The contractual relationship (including the relationship to the policyholder before the insurance policy is concluded) is subject to German law.

### Insurer services

The insurance cover is supplementary, non-substitutive health insurance for persons who are only staying in the Federal Republic of Germany on a temporary basis.

For required medical treatment due to illness or the impact of an accident, there is entitlement to compensation for expenses for medical treatment and other agreed services within the health insurance. Please see the attached insurance product information document and the other policy documents mentioned for important features of the insurance policy and the scope of insurance services. Insurance benefits are due to you upon completion of the surveys required to establish the insured event and scope of benefits. So that you receive payment for your benefits as quickly as possible, we require supporting evidence from you. Please see Section III Clause 4.3 (AGL-VB-KV 2017) or Section III Clause 5.3

(YT-VB-KV 2017) of the insurance terms and conditions for further details regarding this.

### Premium amount

The total premium to be paid is calculated based on the extent of insurance cover selected by the policyholder. The respective premiums for the components of the insurance cover can be found in the premium overview.

### Additional costs

No further costs such as taxes or fees are payable by you. Health insurance is exempt from tax under Section 4 No. 5 of the German Insurance Tax Law (Versicherungsteuergesetz, VersStG). Phone charges are payable when using our service lines.

### Payment of premium

The first or one-off premium is due immediately, regardless of the right of withdrawal. Where renewal premiums have been agreed for long-term insurance contracts, these are due on the agreed date. Where it is agreed that an annual premium may be paid in instalments, only the first instalment of the first annual premium shall be deemed to be the first premium. If the premium cannot be collected for a reason that is beyond the control of the policyholder, the payment shall still be deemed to be on time if payment is made immediately upon receipt of a written payment request from the insurer. Further details can be found in the insurance terms and conditions.

### Period of validity for the information provided

The information provided is valid for an unlimited period of time.

### Implementation of the policy

The insurance policy comes into effect when Advigon Versicherung AG provides a declaration of acceptance to the application in writing or electronically, or issues an insurance certificate, or when Advigon Versicherung AG's offer is accepted in writing.

### Commencement of insurance cover

Insurance cover commences upon receipt of the insurance certificate or a written declaration of acceptance, but not before the date shown on the insurance certificate to be the 'start' date (inception date) and only after any and all waiting periods have elapsed.

## **Cancellation policy**

### **Right of withdrawal**

You are entitled to cancel insurance contracts with a duration of at least one month within 14 days in writing or electronically (e.g. letter, fax, email) without stating any reasons. This time limit begins when you receive the insurance certificate, the contractual provisions including the general insurance terms and conditions, the additional information pursuant to Section 7 Paragraphs 1 and 2 of the VVG in conjunction with Sections 1 to 4 of the VVG Information Duties Regulation, and this guidance, all in writing or electronically. For policies agreed electronically, however, the time limit does not start before our duties under Section 312i Paragraph 1 Sentence 1 of the German Civil Code, in conjunction with Article 246c of the Introductory Act to the German Civil Code, have been fulfilled. To meet the cancellation deadline, it is sufficient to submit the cancellation in a timely manner.

Notice of cancellation should be sent to:

Advigon Versicherung AG,  
Pflugstraße 20, 9490 Vaduz, LIECHTENSTEIN,  
E-mail: [client-services@advigon.com](mailto:client-services@advigon.com),  
Fax: (+49) 040/5555-4014.

### **Consequences of cancellation**

If cancellation is effective, insurance cover shall end and we shall reimburse the part of the premium that relates to the period of the time that falls after receipt of the cancellation notice, if you have agreed that insurance cover commences before the end of the cancellation period. We will retain the part of the premium that relates to the period of time up to receiving the cancellation; this amount is calculated on a pro rata basis from the start of the contract to the receipt of the cancellation notice. Contributions that are due will be repaid immediately, and no later than 30 days after notice of cancellation is received. If the insurance cover does not start before the end of the cancellation deadline, effective withdrawal means that benefits received must be repaid with any benefits obtained (e.g. interest).

### **Special notes**

Your right of withdrawal will end if the contract is entirely fulfilled at the explicit request of both you and us, before you have exercised your right of withdrawal.

## **End of the cancellation policy**

### **Contractual term**

The contract is limited to the duration selected.

### **Expiration of the contract**

The contract is concluded for the requested duration and shall expire on the agreed date, or when the temporary stay in Germany comes to an end.

### **Contractual clause on the competent court**

Legal action may be brought against Advigon Versicherung AG at the Vaduz court, at a court in the place you are domiciled or at a court at your usual place of residence. If you move your place of domicile or usual place of residence after concluding the contract to a place that is not a European Union Member State or a signatory state to the European Economic Area Treaty, or if your place of domicile or usual place of residence is unknown at the time of initiating legal action, the Vaduz court shall be the competent court.

### **Contract language**

The contractual terms and conditions and further information are in German. Communication between Advigon Versicherung AG and the policyholder is also carried out in German for the contractual term.

### **Note on extrajudicial arbitration procedures**

If it has not been possible to reach an agreement with Advigon, an application for arbitration procedures and appeals can be sent to the following arbitration office: Amt für Volkswirtschaft, Bereich Konsumentenschutz, Postfach 684, 9490 Vaduz, LIECHTENSTEIN.

### **Note on the option to appeal to the FMA**

You may contact the responsible supervisory authorities, FMA Finanzmarktaufsicht (Financial Market Authority) Liechtenstein, Postfach 279, Landstraße 109, 9490 Vaduz, LIECHTENSTEIN. Your option to take legal action is unaffected by this.

**Important notice under Section 37 Paragraph 2 of the VVG: If the insured event occurs after the contract has been concluded and if the first or one-off insurance premium has not yet been paid at such time, Advigon Versicherung AG shall not be obligated to pay out any compensation, unless the policyholder is not responsible for non-payment.**



## Customer information for electronic contracts

The following information in accordance with Sections 312i and 312j of the German Civil Code (Bundesgesetzbuch, BGB) provides an overview for contracts that are concluded with Advigon Versicherung AG electronically.

### Technical steps that result in a contract being concluded

You normally complete your application online and confirm electronic submission to us.

#### Online submission

Only when you click on the button



will your application be sent to us as an online conclusion of the contract. Your online application is then deemed to have been made. You will also receive a message from us confirming we have received the application. Your application will then be reviewed by us and if accepted, you will receive an insurance certificate. We will notify you if we cannot accept your application.

#### Additional notes on concluding contracts online

You should check your information before submitting the application online, and if required, you can use the button



to correct or add information.

You can save the application you have completed online as a PDF and print out your documents.

It is only possible to conclude the contract in German.

The contract wording shall be saved by us after the contract is concluded. You will then receive an insurance certificate which will document the status of the contract.

You have the option to obtain information about your insurance cover verbally or in writing at any time. In accordance with Section 3 of the Insurance Contract Act (Versicherungsvertragsgesetz), you also have the right to request transcripts of all clarifications given with regard to your contract. However, you will not have the option of accessing your contract data online after the contract has been concluded.



## Notice pursuant to Section 19 Paragraph 5 of the VVG about the consequences of breaching the legal duty of disclosure

Dear customer,

So that we are able to properly review your insurance application form, we require you to answer the questions contained in the insurance application form truthfully and in full. You should also give details about circumstances to which you might not attach a great amount of importance.

If you have details that you don't want to share with your insurance broker, these must be given in writing immediately and directly to Advigon Versicherung AG, Postfach 1130, Pflugstraße 20 in 9490 Vaduz, LIECHTENSTEIN.

Please note that you are putting your insurance cover at risk if you provide incorrect or incomplete information. More details on the consequences of breaching the duty of disclosure can be found in the following information.

### What pre-contractual duties of disclosure are there?

You are obligated to truthfully and fully disclose all of the circumstances you are aware of that could be relevant in terms of risk that we have asked for in writing or electronically up until the contractual declaration is submitted. If we have asked about circumstances that could be relevant in terms of risk in writing or electronically after your contractual declaration but before the contract is accepted, you are also obligated to disclose such information in this respect.

### What consequences could there be if a pre-contractual duty of disclosure were to be breached?

#### 1. Withdrawal and discontinuation of insurance cover

If you breach a pre-contractual duty of disclosure, we are entitled to withdraw from the contract. This shall not apply if you can demonstrate that this was not done intentionally or through gross negligence.

If you have breached a duty of disclosure through gross negligence, we have no right of withdrawal if we concluded the contract even if we were aware of the undisclosed circumstances, even if the contract was concluded under different conditions.

Insurance cover shall cease to exist in the case of withdrawal. If we give notice of withdrawal after an insured event has arisen, we shall remain obligated to provide benefits if

you demonstrate that the circumstance not disclosed or not disclosed properly was not causal for

- the occurrence or establishment of the insured event
- nor the establishment or extent of our obligation to provide benefits.

However, our obligation to provide benefits expires if you have intentionally or fraudulently breached the duty of disclosure.

In the case of withdrawal, we are entitled to a part of the contribution that corresponds to the contractual term that has lapsed up to the effective date of the withdrawal notice.

#### 2. Termination

If we cannot rescind the contract because you have only negligently breached the pre-contractual duty of disclosure, we can terminate the contract by maintaining a notice period of one month.

Our right of termination is further excluded if we concluded the contract although we were aware of the undisclosed circumstances, even if the contract was concluded under different conditions.

#### 3. Amendment to the contract

If we cannot withdraw from or terminate the contract because we concluded the contract although we were aware of the undisclosed circumstances that were relevant for risk, even if the contract was concluded under different conditions, the different conditions shall form an integral part of the contract at our request. If you have negligently breached the duty of disclosure, the other conditions shall form an integral part of the contract with retroactive effect. This may result in a retroactive increase in the contribution payable, or retroactive conclusion of risk cover for the undisclosed circumstance and in this respect, retroactive discontinuation of insurance cover. If you have breached a duty of disclosure for which you are not to blame, we are not entitled to amend the contract. If the amendment to the contract results in the contribution increasing by more than 10%, or if we exclude risk cover for the undisclosed circumstance, you may terminate the contract within a month of receiving our notification about the amendment to the contract with no notice. We will make you aware of this right in our notification.

#### **4. Exercising our rights**

We may only assert our rights of withdrawal, termination or right to amend the contract in writing within one month. The period begins on the date we become aware of the breach of the duty of disclosure that forms the basis for the right asserted by us. When exercising our rights, we must state the circumstances which form the basis of our notice. By way of justification, we are able to subsequently disclose further circumstances if the deadline for doing so has not elapsed under Sentence 1.

We cannot act on the authority of rights to rescind, terminate or amend the contract if we were aware of the undisclosed risk-related circumstance or the inaccuracy of the disclosure made.

Our rights of withdrawal, termination and the right to amend the contract expire three years after concluding the contract. This shall not apply to insurance claims that arise before this period expires. The period is ten years if you have intentionally or fraudulently breached the duty of disclosure.

#### **5. Representation by another person**

If another person represents you when concluding the contract, your representative's knowledge and fraudulent intent as well as your own knowledge and fraudulent intent shall be taken into consideration with respect to the duty of disclosure, withdrawal, termination and amendments to the contract, as well as the limitation period for exercising our rights. You may only plead that the duty of disclosure was not breached intentionally or in a grossly negligent way if neither you nor your representative acted with intent or gross negligence.



## Notice pursuant to Section 28 Paragraph 4 of the VVG about the consequences of breaching obligations after the insured event

Dear customer,

If an insured event has occurred, we need your cooperation.

### Obligations to provide information and clarifications

Based on the contractual agreements made with you, we can request that after the insured event has occurred, you provide us with all the information we require in order to assess the insured event or the extent to which we are obligated to provide benefits (obligation to provide information), and to allow us to properly review our obligation to provide benefits to the extent you provide us with all information that helps to clarify the facts (obligation to provide clarifications). We may also request that you provide us with evidence, where this can be reasonably expected from you.

### Exclusions of cover

If you intentionally do not provide any information, or provide dishonest information in contravention of the contractual agreements or if you intentionally do not provide us with the requested evidence, you will lose your claim to insurance benefits. If

you breach these obligations in a grossly negligent way, you will not completely lose your claim, but we are entitled to reduce our payment of benefits by an amount proportionate to the level of severity of your culpability. If you demonstrate that you did not fail to meet the obligation as a result of gross negligence, the claim amount shall not be reduced.

Despite your obligations to provide information, clarifications and evidence, we are however obligated to provide benefits to the extent that you have demonstrated that the intentional or grossly negligent breach of obligation was neither causal for the establishment of the insured event nor for the establishment or extent of our obligation to provide benefits.

If you breach the obligation to provide information, clarifications or evidence in a fraudulent way, we shall be released from our obligation to provide benefits in any event.

### Note:

If the right to contractual benefits is not owed to you, but to a third party, this third party is also obligated to provide information, clarifications and evidence.



## Terms and conditions for health insurance for foreign guests

---

Dear Customer,

The scope of the insurance cover is set out in the insurance certificate, in any separate written agreements, in these insurance terms and conditions, and in the statutory provisions of the Federal Republic of Germany. In these insurance terms and conditions, policyholders and insured persons are referred to as "you". You are a policyholder if you have taken out an insurance policy with Advigon. You are an insured person if, for example, you have been insured as a travel companion of the policyholder. You can be both an insured person and a policyholder. These insurance terms and conditions apply to you as a policyholder or to you as an insured person.

Your insurance terms and conditions comprise three sections.

Section I contains an overview of the types of benefit and the levels of premium associated with them.

In Section II you will, in particular, find explanations about the insured persons, time limits for taking out insurance, and premium payments.

The full description of the types of benefit can be found in Section III.

## Section I – Overview of benefits

### Section II – General provisions

1	Policyholder, insurable persons and eligibility	13
2	Time limit for taking out insurance, commencement, duration and termination of policy and insurance cover	13
3	Scope of the insurance cover	13
4	What requirements must be complied with when paying the premiums?	13
5	What requirements must be complied with when the benefit payment is made?	14
6	Which legal jurisdiction applies, and what is the limitation period for claims from the policy? To whom do the provisions apply?	14
7	Offsetting	14
8	What should be borne in mind when communicating with us?	14

### Section III – Description of benefits

1	Scope of insurance	14
2	Insured benefits	14
3	Deductible and restrictions of cover	15
4	Exclusions from liability	15
5	General obligations and consequences of breaches of obligations	16

## Section I – Overview of benefits

The full description of the insured benefits and events can be found in the relevant clauses of Section III Description of benefits.

<b>Insured benefits</b>		<b>Basic</b>	<b>Profi</b>
The amount of the benefit depends on the premium that you selected			
2.1.1	Out-patient medical treatments in accordance with the fee schedule set out in section III.1.2	100 %	100 %
2.1.2	Dental treatment for pain relief in accordance with the fee schedule set out in section III.1.2 per insurance year	500,- EUR	1.000,- EUR
2.1.3	Medications and surgical dressings	100 %	100 %
2.1.4	Radiation therapy, light therapy, and other physical treatments	100 %	100 %
2.1.5	Massages, compresses and inhalations, per insurance year	300,- EUR	100 %
2.1.6	Therapeutic aids following an accident, per insurance year	500,- EUR	100 %
2.1.7	Aids (if agreed by Advigon in advance), per insurance year	Not insured	500,- EUR
2.1.8	Repairs of existing aids, per insurance year	Not insured	250,- EUR
2.1.9	Visual aids	Not insured	200,- EUR
2.1.10	Operations	100 %	100 %
2.1.11	In-patient medical treatment under general care insurance (multiple-bed room) without optional services (treatment by private doctor)	100 %	100 %
2.1.12	Screening check-ups for early detection of cancers, per insurance year	Not insured	300,- EUR
2.1.13	Screening check-ups for children in accordance with the statutory programmes introduced in Germany	Not insured	100 %
2.2.1	Up to 80% of the eligible cost for medically required dentures, per insurance year	Not insured	1.250,- EUR
2.2.2	Dental check-ups, per policy year	Not insured	200,- EUR
2.3.1	Pregnancy treatment due to complaints	100 %	100 %
2.3.2	Pregnancy examinations and deliveries	Not insured	100 %
2.4.1	Ambulance transport to in-patient treatment	100 %	100 %
2.4.2	Repatriation, if medically desirable	100 %	100 %
2.5	Repatriation of mortal remains to the home country or funeral in the Federal Republic of Germany	10.000,- EUR	10.000,- EUR
2.6	Follow-up liability until restoration of ability to travel for up to	3 months	3 months
<b>Deductible</b>			
The deductible amounts to EUR 25 per insured event.			

# Health insurance – foreign guests

## Section II – General provisions

### 1 Policyholder, insurable persons and eligibility

- 1.1 policyholder is the natural or legal person who has taken out the policy with Advigon. The insured persons are those referred to by name in the insurance certificate for whom the premium was paid. Newborn infants of insured persons shall be included in the policy after birth, at the premium level of their parents. This is subject to the following conditions:
- they are insured with Advigon within two months of the day of birth with retrospective effect, and
  - the insurance contract was concluded at least three months earlier without interruption and
  - no other insurance cover exists.
- 1.2 Insurance cover can be provided for persons up to the age of 75 who are only temporarily staying in Germany.
- 1.3 The following are not eligible and will not be insured, even if payment of contributions is made:
- 1.3.1 persons subject to mandatory health and/or care insurance in the country of destination;
- 1.3.2 persons permanently in need of care as well as persons whose participation in everyday life is permanently excluded. The mental condition and objective living conditions in particular of said persons shall be taken into account as regards classification. Persons in need of care are those persons who largely require external assistance to complete everyday tasks;
- 1.3.3 persons practising a professional sport.
- 1.4 The insurance contract cannot be signed for persons who do not fulfil the requirements of Clauses 1.1 and 1.2, even if the premium is paid. If the premium is paid nevertheless for these persons, a refund is available to the person paying the premium.

### 2 Time limit for taking out insurance, commencement, duration and termination of the policy and insurance cover

#### 2.1 Taking out insurance and commencement of the policy

- 2.1.1 The application for an insurance contract may be made at any time. It must be concluded for the total remaining period of the stay.
- 2.1.2 The insurance contract is concluded when Advigon has received the correctly-completed application form for this and has sent you confirmation of insurance. The application is correctly completed only when it contains all the requested information in an unambiguous and complete form.
- 2.1.3 If clauses 2.1.1 or 2.1.2 are not fulfilled, the insurance contract is not valid even if the premium is paid. In this case, the person paying the premium is entitled to receive a refund.

#### 2.2 Commencement of insurance cover

The insurance cover begins on the date indicated on the insurance certificate (commencement of insurance), after the waiting periods have elapsed. The prerequisite for this is that the policy is valid. For insurance cases that arose before the start of insurance cover or before the waiting period elapsed, no benefits are provided.

#### 2.3 Duration

The insurance applies for the agreed duration. The longest possible insurance term is five years. The maximum insurance period also applies taking into account similar insurance contracts that were not previously held with Advigon.

#### 2.4 Termination

The statutory provisions concerning the right to termination for cause remain unaffected by these agreements. The insurance cover ends upon the termination of the insurance contract. The insurance contract also ends for insured events not yet concluded or pending

- 2.4.1 at the agreed time;

- 2.4.2 with the death of the policyholder; the insured persons may extend the insurance policy within two months of the policyholder's death by nominating a future policyholder;
- 2.4.3 if the eligibility criteria are no longer met;
- 2.4.4 in the event of repatriation to the nearest suitable hospital in your home country.

### 2.5 Insurance year and waiting periods

- 2.5.1 An insurance year is considered to be 12 months. The first insurance year begins from the start of insurance. If a benefit which is limited per insurance year is claimed in an insurance year, insurance cover for this benefit once the benefit limit is reached is restored only after this insurance year elapses. If a benefit is limited per insurance year, insurance cover for this benefit continues until the benefit limit is reached, even if the contract duration is less than 12 months.
- 2.5.2 If the insurance cover or benefits are tied to waiting times, these are calculated from the start of insurance. Unless special waiting times are specified below, the general waiting time is 31 days. The general waiting time does not apply if the application is made within 31 days of arrival. The date of arrival must be proved on request from Advigon. The waiting time also does not apply to accidents or to medical interventions to avert an acute danger to your life. A comparable prior insurance that existed following arrival without interruption up to when this insurance commenced is counted against the general waiting time. The limitations on the obligation to pay benefits under clause III. 3 (Limitations to the insurance cover) and the special waiting times continue without restriction.

### 3 Scope of the insurance cover

- 3.1 The insurance cover applies during the temporary stay in Germany and for temporary trips in the countries of the European Union, the Schengen countries, Andorra, Monaco, San Marino and the Vatican City, but not in your home country. Home country as defined in this condition means your permanent residence before your temporary stay in Germany.
- 3.2 For insurance contracts lasting at least 12 months, insurance cover also applies during a temporary return to your home country, notwithstanding clause 3.1. Insurance cover in your home country is limited to a maximum of six weeks for all stays in the home country per year of insurance.

### 4 What requirements must be complied with when paying the premiums?

#### 4.1 Size of premium

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

#### 4.2 Payment of the first or one-off premium

- 4.2.1 The first or one-time premium is due at the start of the contract.
- 4.2.2 

If you fail to pay the first or one-off premium on time, you have no initial insurance cover, unless the non-payment or delayed payment is for reasons outside your control. If the reason for the failure to make payment on time is within your control, however, insurance cover starts only after payment.
--
- 4.2.3 In addition, Advigon will be entitled to terminate the contract so long as the premium remains unpaid. This does not apply if the reason for non-payment is beyond your control.

#### 4.3 Payment of subsequent premiums

- 4.3.1 If the subsequent premium is not paid on time, Advigon will send you a reminder and will set a time limit of two weeks for payment.
- 4.3.2 If you have still not made the payment when this deadline expires, Advigon is entitled to terminate the contract, if it

has drawn your attention to this when the reminder was sent.

- 4.3.3 If Advigon has terminated the policy and you pay the amount demanded within one month of receiving the termination, the policy shall continue. For insurance events that fall between the deadline and the payment, however, no insurance cover is provided.

#### **4.4 Collection of premiums**

If you have agreed to the premium being collected from your account by direct debit, this will take place as soon as the mandate has been set up. The payment is considered to have been made in a timely manner if Advigon can collect the premium on the due date, and you do not dispute collection of the correct payment.

If Advigon is unable to collect the premium due for a reason beyond your control, the payment shall still be considered to be on time if payment is made immediately upon receipt of the written reminder from Advigon.

#### **4.5 Calculation of contribution**

How the premium is calculated is set out in the technical calculation basis of the insurer. If the premiums change, including due to a change in the insurance cover, the premium-related age (age group) reached by the insured person when the change enters into force is taken into account.

### **5 What requirements must be complied with when the benefit payment is made?**

#### **5.1 Due date of the payment**

Once the proof of insurance and premium payment are available and Advigon has confirmed its liability to pay and the amount of benefit, Advigon will pay this within two weeks.

If the liability to pay is confirmed, but the amount of benefit has not been established within one month of receipt of the claim form by Advigon, a reasonable down-payment on the benefit can be demanded. If official enquiries or a criminal prosecution have been initiated against you in connection with the insured event, Advigon can postpone the settlement of the claim until the legal conclusion of this process.

#### **5.2 Costs incurred in foreign currencies**

Advigon converts the costs using the euro exchange rate valid on the day the records are received. The official exchange rate applies unless the currency to pay the bills was acquired at a less favourable rate. Advigon is entitled to deduct additional costs that arise if Advigon needs to make transfers abroad or if particular forms of payment are required by you.

#### **5.3 Benefits from other insurance policies**

If, in the case of an insured event, a benefit can be claimed from another insurance policy, that other policy shall take precedence. If the insured event is reported to Advigon first, Advigon will make an advance payment and will contact the other insurer directly regarding cost-sharing.

### **6 Which legal jurisdiction applies, and what is the limitation period for claims from the policy? To whom do the provisions apply?**

The German Insurance Contract Act (VVG) and in principle the laws of the Federal Republic of Germany apply in addition to these provisions, unless international law states otherwise. Claims under this insurance policy expire in three years. The expiry is measured from the end of the year in which the claim can be made. When you make a claim, the limitation period will be suspended until you receive the decision from Advigon in writing.

All provisions of the insurance policy also apply mutatis mutandis to the insured persons.

### **7 Offsetting**

Counter-claims may be offset against claims of Advigon only if the counter-claim is uncontested or legally established.

### **8 What should be borne in mind when communicating with us?**

All notifications and statements intended for Advigon should be directed to the address stated in the insurance certificate in written form. The language of the policy is German.

## **Section III – Description of benefits**

### **1 Scope of insurance**

- 1.1 Medically necessary treatment of an insured person due to illness or accident is considered to be an insured event. The insured event starts with your treatment. It ends once it is medically established that no further treatment is needed. If the treatment needs to be extended to an illness or consequences of an accident that is not causally linked to treatment up to that point, a new insured event shall be considered to have occurred. An insured event is also deemed to be the death of the insured person and medically necessary treatments for complaints during pregnancy, premature birth up to the 36th week of pregnancy, miscarriages, medically necessary terminations of pregnancy if the necessity of treatment had not existed at the time the policy commenced, and out-patient examinations.
- 1.2 During your stay, you have a free choice of the doctors, dentists and hospitals recognised and accredited in the country of destination. Hospitals must be under permanent medical management. They must have sufficient diagnostic and therapeutic facilities and manage case histories. These hospitals may not carry out any spa treatments or sanatorium treatments, nor may they accept convalescents. Advigon reimburses the costs arising in accordance with clause 2 (Insured benefits).
- 1.2.1 In Germany, Advigon reimburses the costs for medically necessary medical treatment up to the threshold values of the German Scale of Medical Fees (GOÄ) and the German Scale of Fees for Dentists (GOZ). The following are deemed to be the so-called threshold levels for payments
- according to the fee schedule for dentists (GOZ), 2.3 times the fee rate,
  - according to the fee schedule for doctors (GOÄ) pursuant to no. 437 and Section M (laboratory services) of the fee schedule for doctors, 1.15 times the fee rate,
  - according to Sections A, E and O (technical services), 1.8 times the fee rate,
  - for all other services of the GOÄ, 2.3 times the fee rate.
- 1.2.2 Outside Germany, Advigon assumes the costs arising from medically necessary treatment, if the fees were based on the relevant official current fee schedule – if available – or based on fees generally charged for similar medical care in the local area.
- 1.3 Advigon pays for diagnostic and treatment methods and medications that are universally or generally recognised by conventional medicine. In addition, Advigon pays for methods and medications which have proved equally promising in practice, or which are used because no conventional methods or treatment are available (e.g. treatment and prescriptions following the specific therapeutic directions of homeopathy, anthroposophic medicine and phytotherapy). Advigon can, however, reduce payments to the amount that would have been incurred by the use of available conventional methods or medications.

### **2 Insured benefits**

If an insured event occurs, Advigon provides the following benefits, if they are insured under the tariff selected by you, the insured event occurred after the start of insurance cover, and the waiting times have elapsed. An overview of these can be found in Section I of these insurance terms and conditions.

If benefits for aids are foreseen under the tariff, the following objects are considered to be aids: Bandages, trusses, inlays, crutches and compression stockings, hearing aids, corrective splints, artificial limbs/prostheses, cradles and seat shells, electric wheelchairs, breathing monitoring equipment, infusion pumps, inhalation devices, baby monitors, orthopaedic back, arm and leg support apparatus and speech devices.

#### **2.1 Treatment expenses**

Medical treatment within the meaning of these terms and conditions is defined as medically necessary:

- 2.1.1 outpatient treatment by a doctor;
- 2.1.2 pain-relieving, preservative dental treatment, including simple fillings as well as repairs of existing dental prostheses, provided these are carried out or prescribed by a dentist;
- 2.1.3 medication and dressings prescribed by a doctor (medication does not include nutritional products and tonics or cosmetic preparations even if prescribed by a medical practitioner);
- 2.1.4 radiation therapy, light therapy, and other physical treatments prescribed by a doctor;
- 2.1.5 massages, medicinal compresses and inhalations prescribed by a doctor;
- 2.1.6 basic aids prescribed by a doctor that are required for the first time solely as a result of an accident and used to directly treat the consequences of the accident;
- 2.1.7 basic aids prescribed by a doctor if these are being purchased for the first time and written consent has been obtained from Advigon in advance;
- 2.1.8 repairs of existing aids prescribed by a doctor;
- 2.1.9 visual aids such as glasses and contact lenses, if vision has changed by at least 0.5 dioptres;
- 2.1.10 operations that cannot be delayed;
- 2.1.11 in-patient medical treatment that cannot be delayed under general care insurance (multiple-bed room) without optional services (treatment by private doctor);
- 2.1.12 screening check-ups for the early diagnosis of cancers in accordance with statutory programmes introduced in Germany, after a waiting time of six months;
- 2.1.13 screening out-patient check-ups for children in accordance with statutory programmes introduced in Germany.

## **2.2 Dentures and dental care costs**

Dental replacements in the terms of this policy include pivot teeth, inlays, crowns, orthodontic treatment, functional analysis and functional therapeutic measures and implant dental treatments.

- 2.2.1 Advigon reimburses 80% of the eligible cost of a basic, medically necessary denture after a waiting time of six months.
- 2.2.2 Advigon reimburses the cost for a dental check-up each insurance year, after a waiting time of six months.

## **2.3 Insurance benefits in the event of pregnancy and birth**

- 2.3.1 Advigon reimburses the costs that arise from medically necessary pregnancy treatment indicated by symptoms, childbirth up to the end of the 36th week of pregnancy (premature birth), treatment relating to a miscarriage, and a medically necessary abortion. The prerequisite for this is that the necessity for treatment was not yet determined when the insurance contract started.
- 2.3.2 If the pregnancy had not yet started at the beginning of the insurance contract, Advigon reimburses the costs for pregnancy care examinations and childbirth after the expiry of the waiting period of six months. The reimbursement of corresponding examination and treatment costs by midwives is possible only if the costs are not also charged concurrently by a doctor.

## **2.4 Transportation costs**

- 2.4.1 Advigon reimburses the costs for ambulance transport to in-patient treatment in the nearest suitable hospital and back to the accommodation.
- 2.4.2 Advigon reimburses the additional costs of repatriation to the nearest suitable hospital in your home country, provided the return transport is medically appropriate and reasonable.

## **2.5 Cost of repatriation of mortal remains/funeral**

Advigon reimburses the necessary additional costs that arise in the event of the decease of an insured person through the transfer of the deceased to the home country, or assumes the cost of burial in Germany up to the level of costs that would have been incurred for repatriation of mortal remains.

## **2.6 Follow-up liability**

If an illness contracted during a stay abroad requires further treatment which extends beyond the end of the insurance cover because the insured person is demonstrably unable to return home, Advigon is required under these terms and conditions to continue to

provide coverage until such time as the person is able to travel again, for a maximum duration of three months.

## **3 Deductible and restrictions of cover**

- 3.1 The deductible amounts to EUR 25 per insured event.
- 3.2 For the costs for treatment of illnesses, complaints and consequences of accidents which were known of in the six months previous to the start of insurance, you assume a deductible of EUR 5,000 for each insurance year started. The benefits in this case are limited to no more than EUR 30,000 for each insured person for the entire duration of the contract.
- 3.3 If a medical treatment exceeds the medically necessary level or if the expenses for medical treatment exceed those generally charged for similar medical care in the local area, Advigon can reduce the benefits to a reasonable level.

## **4 Exclusions from liability**

Advigon does not pay out,

- 4.1 if you have wilfully brought about the insured event or attempt to make fraudulent representations to us as to the circumstances which are material to the grounds for providing cover and the amount of insurance benefits;
- 4.2 for treatment that was the sole reason or one of the reasons for commencing the trip and for treatment whereby it was clear at the start of the trip that such treatment would be necessary if the trip was undertaken as planned, unless the trip was undertaken due to the death of the spouse/civil partner as defined in the Civil Partnership Act or a relative of the first degree;
- 4.3 for treatment that was the sole reason or one of the reasons for taking out the insurance and for treatment whereby it was clear when the insurance was taken out that such treatment would be necessary during the duration of the contract;
- 4.4 for such illnesses, including their consequences, or consequences of accidents which were caused by foreseeable acts of war or active participation in civil unrest and were not explicitly included in the insurance cover; acts of war or internal unrest are considered to be foreseeable if the Foreign Office of the Federal Republic of Germany – before the start of the journey – issues a warning against travel for the country in question;
- 4.5 for spa and sanatorium treatments and rehabilitation measures, unless these treatments result from an insured, entirely in-patient hospital treatment due to a major stroke, major heart attack or a serious skeletal disease (disc surgery, hip replacement) and serve to shorten the stay in an acute hospital, and services which were agreed in writing by the insurer before the start of treatment;
- 4.6 for addiction treatment, including withdrawal;
- 4.7 for out-patient treatment in a spa or health resort; the restriction does not apply if the treatment becomes necessary due to an accident at the location; for illnesses it does not apply if you were visiting the spa or health resort only briefly and were not staying for the purposes of treatment;
- 4.8 for treatments by spouses, parents or children or by persons with whom you are living in your own home or in a home being visited; documented material costs will be reimbursed according to the tariff;
- 4.9 for treatment or accommodation caused by infirmity, a need for care or custody;
- 4.10 for psychoanalytical and psychotherapeutic treatment;
- 4.11 for dental implants, pivot teeth, bridges, crowns, orthodontic treatment, prophylactic treatment, dental splints and tracks, treatments and implant dental treatments involving functional analysis and functional therapeutic measures, provided no other regulations exist under the tariff;
- 4.12 for immunisation measures;
- 4.13 for treatments due to disorders and damage to the reproductive organs, including sterility, artificial insemination and associated medical check-ups and follow-up treatment;
- 4.14 for suicide, suicide attempts and their consequences;
- 4.15 for organ donations and consequences.

## **5 General obligations and consequences of breaches of obligations**

### **5.1 Obligation to minimise costs**

You are obligated to keep the claim as low as possible and to avoid anything that could lead to an unnecessary increase in costs.

If you are fit to be transported, you must agree to return transport to the nearest suitable hospital in your home country, if Advigon approves the return transport according to the type of illness and its need for treatment.

### **5.2 Obligation to provide information**

You must promptly and accurately complete and return the claim form to Advigon. If Advigon considers it necessary, you are obliged to allow an examination by a doctor appointed by Advigon.

### **5.3 Obligation to provide proof**

You must submit the following proof, which thereby becomes the property of Advigon:

- 5.3.1 Original receipts containing the name of the person treated, the designation of the illness and the information from the doctor in attendance on the treatment provided showing type, location and period of treatment. If other insurance cover for treatment costs is available and if this is used first, then copies of invoices noting the refund are sufficient as evidence.
- 5.3.2 Prescriptions together with the doctor's invoice and invoices for medicines and aids together with the prescription.
- 5.3.3 Proof of the amount of the costs that would have been incurred had the return journey gone as planned, if payments for return transport are claimed. In addition, a medical certificate from the doctor treating the patient abroad is to be submitted with a detailed substantiation for the medically expedient and reasonable return transport.
- 5.3.4 An official death certificate and a doctor's certificate on the cause of death, if costs of repatriation of mortal remains or burial are to be paid.
- 5.3.5 Further proof and receipts that Advigon requests in order to check its obligation to pay, if the procurement of such proof and receipts can reasonably be expected of you (e.g. proof of the date of arrival).

### **5.4 Obligation to secure claims for compensation against third parties**

- 5.4.1 If you have a basis to claim compensation from a third party, this right shall be assigned to Advigon, provided that Advigon will pay the damages. You must protect your claim for compensation or your right to secure this claim, taking into account the applicable formal requirements and deadlines, and assist in pursuing the claim if necessary. If your claim for compensation is against a person with whom you were living at the time of the event, the assigned claim cannot be pursued unless this person caused the damage deliberately.
- 5.4.2 Your claims against treating personnel who have charged an excessively high fee will be transferred to Advigon if the latter has reimbursed the costs. If necessary, you are obliged to assist in pursuing the claims.

### **5.5 Consequences of non-compliance with obligations**

If you deliberately fail to comply with the above-mentioned obligations, Advigon will be released from the obligation to provide benefits. In the event of failure to meet obligations as a result of gross negligence, Advigon is entitled to reduce the benefit in proportion to the extent of culpability. If you demonstrate that you did not fail to meet an obligation as a result of gross negligence, the insurance cover remains unchanged.



## Terms and conditions for health insurance - Young Travel

---

Dear Customer,

The scope of the insurance cover is set out in the insurance certificate, in any separate written agreements, in these insurance terms and conditions, and in the statutory provisions of the Federal Republic of Germany. In these insurance terms and conditions, policyholders and insured persons are referred to as "you". You are a policyholder if you have taken out an insurance policy with Advigon. You are an insured person if, for example, you have been insured as a travel companion of the policyholder. You can be both an insured person and a policyholder. These insurance terms and conditions apply to you as a policyholder or to you as an insured person.

Your insurance terms and conditions comprise three sections.

Section I contains an overview of the types of benefit and the levels of premium associated with them.

In Section II, you will, in particular, find explanations about the insured persons, time limits for taking out insurance and premium payments.

The full description of the types of benefit can be found in Section III.

## Section I – Overview of benefits

### Section II – General provisions

1	Policyholder, insurable persons and eligibility	19
2	Time limit for taking out insurance, commencement, duration and termination of policy and insurance cover	19
3	Scope of the insurance cover	19
4	What requirements must be complied with when paying the premiums?	19
5	What requirements must be complied with when the benefit payment is made?	20
6	Which legal jurisdiction applies, and what is the limitation period for claims from the policy? To whom do the provisions apply?	20
7	Offsetting	20
8	What should be borne in mind when communicating with us?	20

### Section III – Description of benefits

1	Scope of insurance	20
2	Insured benefits	21
3	Restrictions to the insurance coverage	21
4	General obligations and consequences of breaches of obligations	22

## Section I – Overview of benefits

The full description of the insured benefits and events is provided in the relevant clauses of Section III Description of benefits.

Insured benefits		Basic	Profi
The amount of the benefit depends on the premium that you selected			
2.1.1	Out-patient medical treatments in accordance with the fee schedule set out in section III.1.2	100 %	100 %
2.1.2	Dental treatment for pain relief in accordance with the fee schedule for dentists, per insurance year	250,- EUR	100 %
2.1.3	Medications and surgical dressings	80 %	100 %
2.1.4	Radiation therapy, light therapy, and other physical treatments	100 %	100 %
2.1.5	Massages, compresses, inhalations and physiotherapy	Not insured	100 %
2.1.6	Therapeutic aids following an accident	100 %	100 %
2.1.7	Operations	100 %	100 %
2.1.8	In-patient medical treatment under general care insurance (multiple-bed room) without optional services (treatment by private doctor)	100 %	100 %
2.1.9	Medically necessary rehabilitation measures	100 %	100 %
2.1.10	Screening check-ups for early detection of cancers, each insurance year	Not insured	200,- EUR
2.1.11	Outpatient psychoanalytical and psychotherapeutic treatments (up to five sessions per policy year)	Not insured	1.000,- EUR
2.2.1	Denture due to an accident	500,- EUR	2.000,- EUR
2.2.2	Denture, up to 50% of the eligible cost	Not insured	2.000,- EUR
2.3.1	Treatment for pregnancy and treatment during premature birth	100 %	100 %
2.3.2	Pregnancy examinations, per policy year Deliveries, including examination and treatment costs by midwives	250,- EUR 100 %	100 % 100 %
2.4.1	Ambulance transport to in-patient treatment	100 %	100 %
2.4.2	Repatriation, if medically desirable	100 %	100 %
2.4.3	An accompanying person during return transport	100 %	100 %
2.5	Repatriation of mortal remains to the home country or funeral in the Federal Republic of Germany	20.000,- EUR	100 %
2.6	Hospital visit where the stay in hospital exceeds 14 days	Not insured	1.000,- EUR
2.7	Follow-up liability until restoration of ability to travel	100 %	100 %

---

# Health insurance – Young Travel

---

## Section II – General provisions

### 1 Policyholder, insurable persons and eligibility

- 1.1 The policyholder is the natural or legal person who has taken out the policy with Advigon. The insured persons are those referred to by name in the insurance certificate for whom the premium was paid. Newborn infants of insured persons shall be included in the policy after birth, at the premium level of their parents. This is subject to the following conditions:
- they are insured with Advigon within two months of the day of birth with retrospective effect, and
  - the insurance contract was concluded at least three months earlier without interruption and
  - no other insurance cover exists.
- 1.2 Persons are insurable if, at the time of application, they are au pairs, pupils, language pupils, students, scholarship holders or postgraduate students, participants in Work & Travel programmes, or other persons who are demonstrably temporarily visiting the Federal Republic of Germany in order to pursue further education, up to age 35, providing that they have foreign nationality and permanent residence abroad.
- 1.3 The following are not eligible and will not be insured, even if payment of contributions is made:
- 1.3.1 persons subject to mandatory health and/or care insurance in the country of destination;
- 1.3.2 persons permanently in need of care as well as persons whose participation in everyday life is permanently excluded. The mental condition and objective living conditions in particular of said persons shall be taken into account as regards classification. Persons in need of care are those persons who largely require external assistance to complete everyday tasks;
- 1.3.3 persons practising a professional sport.
- 1.4 The insurance contract cannot be signed for persons who do not fulfil the requirements of Clauses 1.1 and 1.2, even if the premium is paid. If the premium is paid nevertheless for these persons, a refund is available to the person paying the premium.

### 2 Time limit for taking out insurance, commencement, duration and termination of the policy and insurance cover

#### 2.1 Taking out insurance and commencement of the policy

- 2.1.1 The application for an insurance contract may be made at any time. It must be concluded for the total remaining period of the stay.
- 2.1.2 The insurance contract is concluded when Advigon has received the correctly-completed application form for this and has sent you confirmation of insurance. The application is correctly completed only when it contains all the requested information in an unambiguous and complete form.
- 2.1.3 If clauses 2.1.1 or 2.1.2 are not fulfilled, the insurance contract is not valid even if the premium is paid. In this case, the person paying the premium is entitled to receive a refund.

#### 2.2 Commencement of insurance cover

The insurance cover begins on the date indicated on the insurance certificate (commencement of insurance), after the waiting periods have elapsed. The prerequisite for this is that the policy is valid. For insurance cases that arose before the start of insurance cover or before the waiting period elapsed, no benefits are provided.

#### 2.3 Duration

The insurance applies for the agreed duration. The longest possible insurance term is five years. The maximum insurance period also applies taking into account similar insurance contracts that were not previously held with Advigon.

#### 2.4 Termination

The statutory provisions concerning the right to termination for cause remain unaffected by these agreements. The insurance cover ends upon the termination of the insurance contract. The insurance contract also ends for insured events not yet concluded or pending

- 2.4.1 at the agreed time;
- 2.4.2 with the death of the policyholder; the insured persons may extend the insurance policy within two months of the policyholder's death by nominating a future policyholder;
- 2.4.3 if the eligibility criteria are no longer met;
- 2.4.4 in the event of repatriation to the nearest suitable hospital in your home country.

#### 2.5 Insurance year and waiting periods

- 2.5.1 An insurance year is considered to be 12 months. The first insurance year begins from the start of insurance. If a benefit which is limited per insurance year is claimed in an insurance year, insurance cover for this benefit once the benefit limit is reached is restored only after this insurance year elapses. If a benefit is limited per insurance year, insurance cover for this benefit continues until the benefit limit is reached, even if the contract duration is less than 12 months.
- 2.5.2 If the insurance cover or benefits are tied to waiting times, these are calculated from the start of insurance. Unless special waiting times are specified below, the general waiting time is 31 days. The general waiting time does not apply if the application is made within 31 days of arrival. The date of arrival must be proved on request from Advigon. The waiting time also does not apply to accidents or to medical interventions to avert an acute danger to your life. A comparable prior insurance that existed following arrival without interruption up to when this insurance commenced is counted against the general waiting time. The limitations on the obligation to pay benefits under clause III. 3 (Limitation of the insurance cover) and the special waiting times continue without restriction.

### 3 Scope of the insurance cover

- 3.1 The insurance cover applies during the temporary stay in Germany and for temporary trips outside Germany and outside your home country. For trips to the USA or Canada, this insurance cover is limited to 14 days per trip. Home country as defined in this condition means your permanent residence before your temporary stay in Germany.
- 3.2 For insurance contracts lasting at least 12 months, insurance cover also applies during a temporary return to your home country, notwithstanding clause 3.1. Insurance cover in your home country is limited to a maximum of six weeks for all stays in the home country per year of insurance.

### 4 What requirements must be complied with when paying the premiums?

#### 4.1 Size of premium

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

#### 4.2 Payment of the first or one-off premium

- 4.2.1 The first or one-time premium is due at the start of the contract.
- 4.2.2 

If you fail to pay the first or one-off premium on time, you have no initial insurance cover, unless the non-payment or delayed payment is for reasons outside your control. If the reason for the failure to make payment on time is within your control, however, insurance cover starts only after payment.
--
- 4.2.3 In addition, Advigon will be entitled to terminate the contract so long as the premium remains unpaid. This does not apply if the reason for non-payment is beyond your control.

#### **4.3 Payment of subsequent premiums**

- 4.3.1 If the subsequent premium is not paid on time, Advigon will send you a reminder and will set a time limit of two weeks.
- 4.3.2 If you have still not made the payment when this deadline expires, Advigon is entitled to terminate the contract, if it has drawn your attention to this when the reminder was sent.

- 4.3.3 

If Advigon has terminated the policy and you pay the amount demanded within one month of receiving the termination, the policy shall continue. For insurance events that fall between the deadline and the payment, however, no insurance cover is provided.
--

#### **4.4 Collection of premiums**

If you have agreed to the premium being collected from your account by direct debit, this will take place as soon as the mandate has been set up. The payment is considered to have been made in a timely manner if Advigon can collect the premium on the due date, and you do not dispute collection of the correct payment.

If Advigon is unable to collect the premium due for a reason beyond your control, the payment shall still be considered to be on time if payment is made immediately upon receipt of the written reminder from Advigon.

#### **4.5 Calculation of contribution**

How the premium is calculated is set out in the technical calculation basis of the insurer. If the premiums change, including due to a change in the insurance cover, the premium-related age (age group) reached by the insured person when the change enters into force is taken into account.

#### **5 What requirements must be complied with when the benefit payment is made?**

##### **5.1 Due date of the payment**

Once the proof of insurance and premium payment are available and Advigon has confirmed its liability to pay and the amount of benefit, Advigon will pay this within two weeks.

If the liability to pay is confirmed, but the amount of benefit has not been established within one month of receipt of the claim form by Advigon, a reasonable down-payment on the benefit can be demanded.

If official enquiries or a criminal prosecution have been initiated against you in connection with the insured event, Advigon can postpone the settlement of the claim until the legal conclusion of this process.

##### **5.2 Costs incurred in foreign currencies**

Advigon converts the costs using the euro exchange rate valid on the day the records are received. The official exchange rate applies unless the currency to pay the bills was acquired at a less favourable rate.

Advigon is entitled to deduct additional costs that arise if Advigon needs to make transfers abroad or if particular forms of payment are required by you.

##### **5.3 Benefits from other insurance policies**

If, in the case of an insured event, a benefit can be claimed from another insurance policy, that other policy shall take precedence. If the insured event is reported to Advigon first, Advigon will make an advance payment and will contact the other insurer directly regarding cost-sharing.

#### **6 Which legal jurisdiction applies, and what is the limitation period for claims from the policy? To whom do the provisions apply?**

The German Insurance Contract Act (VVG) and in principle the laws of the Federal Republic of Germany apply in addition to these provisions, unless international law states otherwise. Claims under this insurance policy expire in three years. The expiry is measured from the end of the year in which the claim can be made. When you make a claim, the limitation period will be suspended until you receive the decision from Advigon in writing.

All provisions of the insurance policy also apply mutatis mutandis to the insured persons.

#### **7 Offsetting**

Counter-claims may be offset against claims of Advigon only if the counter-claim is uncontested or legally established.

#### **8 What should be borne in mind when communicating with us?**

All notifications and statements intended for Advigon should be directed to the address stated in the insurance certificate in written form. The language of the policy is German.

### **Section III – Description of benefits**

#### **1 Scope of insurance**

1.1 Medically necessary treatment of an insured person due to illness or accident is considered to be an insured event. The insured event starts with your treatment. It ends once it is medically established that no further treatment is needed. If the treatment needs to be extended to an illness or consequences of an accident that is not causally linked to treatment up to that point, a new insured event shall be considered to have occurred. An insured event is also deemed to be the death of the insured person and medically necessary treatments for complaints during pregnancy, premature birth up to the 36th week of pregnancy, miscarriages, medically necessary terminations of pregnancy if the necessity of treatment had not existed at the time the policy commenced, and out-patient examinations.

1.2 During your stay, you have a free choice of the doctors, dentists and hospitals recognised and accredited in the country of destination. Hospitals must be under permanent medical management. They must have sufficient diagnostic and therapeutic facilities and manage case histories. These hospitals may not carry out any spa treatments or sanatorium treatments, nor may they accept convalescents. Advigon reimburses the costs arising in accordance with clause 2 (Insured benefits).

1.2.1 In Germany, Advigon reimburses the costs for medically necessary medical treatment up to the threshold values of the German Scale of Medical Fees (GOÄ) and the German Scale of Fees for Dentists (GOZ). The following are deemed to be the so-called threshold levels for payments

- according to the fee schedule for dentists (GOZ), 2.3 times the fee rate,
- according to the fee schedule for doctors (GOÄ) pursuant to no. 437 and Section M (laboratory services) of the fee schedule for doctors, 1.15 times the fee rate,
- according to Sections A, E and O (technical services), 1.8 times the fee rate,
- for all other services of the GOÄ, 2.3 times the fee rate.

If you have purchased the Profi plan, costs will be covered up to the highest rates in the German Regulations on Scales of Fees for Medical Doctors (GOÄ) and for Dentists (GOZ).

1.2.2 Outside Germany, Advigon assumes the costs arising from medically necessary treatment, if the fees were based on the relevant official current fee schedule – if available – or based on fees generally charged for similar medical care in the local area.

1.3 Advigon pays for diagnostic and treatment methods and medications that are universally or generally recognised by conventional medicine. In addition, Advigon pays for methods and medications which have proved equally promising in practice, or which are used because no conventional methods or treatment are available (e.g. treatment and prescriptions following the specific therapeutic directions of homeopathy, anthroposophic medicine and phytotherapy). Advigon can, however, reduce payments to the amount that would have been incurred by the use of available conventional methods or medications.

## 2 Insured benefits

If an insured event occurs, Advigon provides the following benefits, if they are insured under the tariff selected by you, the insured event occurred after the start of insurance cover, and the waiting times have elapsed. An overview of these can be found in Section I of these insurance terms and conditions. If benefits for aids are foreseen under the tariff, the following objects are considered to be aids: Bandages, trusses, inlays, crutches and compression stockings, hearing aids, corrective splints, artificial limbs/prostheses, cradles and seat shells, electric wheelchairs, breathing monitoring equipment, infusion pumps, inhalation devices, baby monitors, orthopaedic back, arm and leg support apparatus and speech devices.

### 2.1 Treatment expenses

Medical treatment within the meaning of these terms and conditions is defined as medically necessary

- 2.1.1 outpatient treatment by a doctor;
- 2.1.2 pain-relieving, preservative dental treatment, including simple fillings as well as repairs of existing dental prostheses, provided these are carried out or prescribed by a dentist;
- 2.1.3 medication and dressings prescribed by a doctor (medication does not include nutritional products and tonics or cosmetic preparations even if prescribed by a medical practitioner);
- 2.1.4 radiation therapy, light therapy, and other physical treatments prescribed by a doctor;
- 2.1.5 massages, medicinal packs, inhalations, and physiotherapy prescribed by a doctor;
- 2.1.6 basic aids prescribed by a doctor that are required for the first time as a result of an accident and used to treat the consequences of the accident;
- 2.1.7 operations that cannot be delayed;
- 2.1.8 in-patient medical treatment that cannot be delayed under general care insurance (multiple-bed room) without optional services (treatment by private doctor);
- 2.1.9 medically necessary rehabilitation measures;
- 2.1.10 out-patient screening check-ups for the early diagnosis of cancers in accordance with statutory programmes introduced in Germany, after a waiting time of six months has elapsed;
- 2.1.11 out-patient psycho-analytical or psycho-therapeutic treatment.

### 2.2 Dental replacement benefits

Dental replacements in the terms of this policy include pivot teeth, inlays, crowns, bridges, orthodontic treatment, functional analysis and functional therapeutic measures and implant dental treatments.

- 2.2.1 Advigon reimburses the costs of a denture that has become necessary for the first time due to an accident during the insured period.
- 2.2.2 Advigon reimburses 50% of the eligible cost of a basic, medically necessary denture after a waiting time of six months.

### 2.3 Insurance benefits in the event of pregnancy and birth

- 2.3.1 Advigon reimburses the costs that arise from medically necessary pregnancy treatment indicated by symptoms, childbirth up to the end of the 36th week of pregnancy (premature birth), treatment relating to a miscarriage, and a medically necessary abortion. The prerequisite for this is that the necessity for treatment was not yet determined when the insurance contract started.
- 2.3.2 If the pregnancy had not yet started at the beginning of the insurance contract, Advigon reimburses the costs for pregnancy care examinations and childbirth after the expiry of a waiting period of six months. The reimbursement of corresponding examination and treatment costs by midwives is possible only if the costs are not also charged concurrently by a doctor.

### 2.4 Transportation costs

- 2.4.1 Advigon reimburses the costs for ambulance transport to in-patient treatment in the nearest suitable hospital and back to the accommodation.
- 2.4.2 Advigon reimburses the additional costs of repatriation to the nearest suitable hospital to your place of residence,

provided the return transport is medically appropriate and reasonable.

- 2.4.3 Advigon shall also assume the costs for a companion as well as the presence of a doctor if this is required, provided this presence is medically necessary, required by the authorities, or required by the transport company involved.

### 2.5 Cost of repatriation of mortal remains/funeral

Advigon reimburses the necessary additional costs that arise in the event of the decease of an insured person through the transfer of the deceased to the home country, or assumes the cost of burial in Germany up to the level of costs that would have been incurred for repatriation of mortal remains.

### 2.6 Hospital visit

If it is clear that the insured person will have to stay in a hospital for longer than 14 days, Advigon shall, upon request, arrange for a relative or friend of the insured person to travel to the location of the hospital and back to their place of residence and shall cover the transport costs for the round trip. This is, however, provided that the in-patient treatment has not been completed by the time the relative or friend arrives.

### 2.7 Follow-up liability

If an illness contracted during a stay abroad requires further treatment which extends beyond the end of the insurance coverage because the insured person is demonstrably unable to return home, Advigon is required under these terms and conditions to continue to provide coverage until such time as the person is able to travel again.

## 3 Restrictions to the insurance coverage

### 3.1 Restrictions of cover

If a medical treatment exceeds the medically necessary level or if the expenses for medical treatment exceed those generally charged for similar medical care in the local area, Advigon can reduce the benefits to a reasonable level.

### 3.2 Exclusions of cover

Advigon does not pay out,

- 3.2.1 if you have wilfully brought about the insured event or attempt to make fraudulent representations to us as to the circumstances which are material to the grounds for providing cover and the amount of insurance benefits;
- 3.2.2 for treatments that were the sole reason or one of the reasons for commencing the trip and for treatments whereby it was clear at the start of the trip that such treatment would be necessary if the trip was undertaken as planned, unless the trip was undertaken due to the death of the spouse/civil partner as defined in the Civil Partnership Act or a relative of the first degree;
- 3.2.3 for treatments that were the sole reason or one of the reasons for taking out the insurance and for treatments whereby it was clear when the insurance was taken out that they would need to take place during the period of the contract; for the costs for treatment of illnesses, complaints and consequences of accidents which were known of in the six months previous to the start of insurance, you assume a deductible of EUR 5,000 for each insurance year started; the benefits for these are limited for each insured person to a maximum of EUR 30,000 for the entire duration of the contract;
- 3.2.4 for such illnesses, including their consequences, or consequences of accidents which were caused by foreseeable acts of war or active participation in civil unrest and were not explicitly included in the insurance cover; acts of war or internal unrest are considered to be foreseeable if the Foreign Office of the Federal Republic of Germany – before the start of the journey – issues a warning against travel for the country in question;
- 3.2.5 for spa and sanatorium treatments, unless these treatments result from an insured, entirely in-patient hospital treatment due to a major stroke, major heart attack or serious skeletal disease (disc surgery, hip replacement) and serve to shorten the stay in an acute hospital, and services which were agreed in writing by the insurer before the start of treatment;
- 3.2.6 for addiction treatment, including withdrawal;
- 3.2.7 for out-patient treatment in a spa or health resort; the restriction does not apply if the treatment becomes necessary

- due to an accident occurring at the location; for illnesses it does not apply if the insured person was visiting the spa or health resort only briefly and was not staying for the purposes of treatment;
- 3.2.8 treatments by spouses, parents or children or by persons with whom the insured person is living in their own home or a home being visited; demonstrable costs of materials will be reimbursed in accordance with the tariff;
  - 3.2.9 for such illnesses, including their consequences or consequences of accidents caused by nuclear energy, or other interventions by authority;
  - 3.2.10 for treatment or accommodation caused by infirmity, a need for care or custody;
  - 3.2.11 for hypnosis, psycho-analytical and psycho-therapeutic treatment, provided no other regulations exist under the policy;
  - 3.2.12 for dental implants, pivot teeth, bridges, crowns, orthodontic treatment, prophylactic treatment, dental splints and tracks, treatments and implant dental treatments involving functional analysis and functional therapeutic measures, provided no other regulations exist under the tariff;
  - 3.2.13 for immunisation measures;
  - 3.2.14 for treatments due to disorders and/or damage to the reproductive organs, including sterility, artificial insemination and associated medical check-ups and follow-up treatment;
  - 3.2.15 for organ donations and their consequences.

#### **4 General obligations and consequences of breaches of obligations**

##### **4.1 Obligation to minimise costs**

You are obligated to keep the claim as low as possible and to avoid anything that could lead to an unnecessary increase in costs.

If you are fit to be transported, you must agree to return transport to your place of residence or to the nearest suitable hospital to your place of residence, if Advigon approves the return transport according to the type of illness and its need for treatment.

##### **4.2 Obligation to provide information**

You must promptly and accurately complete and return the claim form to Advigon. If Advigon considers it necessary, you are obliged to allow an examination by a doctor appointed by Advigon.

##### **4.3 Obligation to provide proof**

You must submit the following proof, which thereby becomes the property of Advigon:

- 4.3.1 Original receipts containing the name of the person treated, the designation of the illness and the information from the doctor in attendance on the treatment provided showing type, location and period of treatment. If other insurance cover for treatment costs is available and if this is used first, then copies of invoices noting the refund are sufficient as evidence.
- 4.3.2 Prescriptions together with the doctor's invoice and invoices for medicines and aids together with the prescription.
- 4.3.3 Proof of the amount of the costs that would have been incurred had the return journey gone as planned, if payments for return transport are claimed. In addition, a medical certificate from the doctor treating the patient abroad is to be submitted with a detailed substantiation for the medically expedient and reasonable return transport.
- 4.3.4 An official death certificate and a doctor's certificate on the cause of death if costs of repatriation of mortal remains or burial are to be paid.
- 4.3.5 Further proof and receipts that Advigon requests in order to check its obligation to pay, if the procurement of such proof and receipts can reasonably be expected of you (e.g. proof of the date of arrival).

##### **4.4 Obligation to secure claims for compensation against third parties**

- 4.4.1 If you have a basis to claim compensation from a third party, this right shall be assigned to Advigon, provided that Advigon will pay the damages. You must protect your claim for compensation or your right to secure this claim, taking into account the applicable formal requirements and deadlines, and assist in pursuing the claim if necessary. If your claim for compensation is against a person with whom you were living at the time of the event, the assigned claim cannot be

pursued unless this person caused the damage deliberately.

- 4.4.2 Your claims towards treating personnel who have charged an excessively high fee will be transferred to Advigon if the latter has reimbursed the costs. If necessary, you are obliged to assist in pursuing the claims.

##### **4.5 Consequences of non-compliance with obligations**

If you deliberately fail to comply with the above-mentioned obligations, Advigon will be released from the obligation to provide benefits. In the event of failure to meet obligations as a result of gross negligence, Advigon is entitled to reduce the benefit in proportion to the extent of culpability. If you demonstrate that you did not fail to meet an obligation as a result of gross negligence, the insurance cover remains unchanged.



## Premium overview Travel health insurance

### Premiums for foreign guests

Premiums for foreign guests are charged as a daily premium, and are age-dependent. The age groups for Basic and Professional tariffs are as follows: 0 – 64 and 65 – 74. At the age of 65, premiums shown are to be paid dependent on insurance cover.

#### Daily premiums in EUR - foreign guests

Age	Foreign Guests Basic	Foreign Guests Professional
0 to 64	2.40	3.40
65 to 74	8.60	12.70

### Premiums for Young Travel

Premiums in the Young Travel Basic and Young Travel Professional tariffs are charged as a daily premium, and are dependent on duration. From the 366th insured day, the daily premium increases for the selected insurance cover.

#### Daily premiums in EUR - Young Travel

Insurance term covered	Young Travel Basic	Young Travel Professional
1 to 365 days	1.19	1.75
366 to 1.825 days	1.65	2.15



## We are here for you: our telephone customer service

### Telephone support for questions concerning contracts and benefits

Do you have a question concerning insurance cover? Or do you need our help with clarifying facts? Then you can contact our service team with complete confidence. Your questions and other concerns will be clarified by experienced contact persons quickly and in a straight-forward manner.

---

For questions about your existing contract:

Contract line 040 5555-4014

from Monday to Friday, 8am to 6pm

---

For questions about benefits:

Benefit line 040 5555-4055

from Monday to Friday, 8am to 6pm

---

### 24 hour emergency assistance line whilst travelling

**In case of emergencies**, our worldwide emergency assistance line is available for all persons insured by Advigon. It is available at any time, 24/7, including Sundays and public holidays.

---

For emergencies when travelling:

Telephone +49 621 5490-1906

from Monday to Sunday, around the clock

---

If you have your Advigon insurance certificate number ready, we will be able to help you quicker. You should absolutely note down your insurance certificate number before travelling abroad.