

User information

HALLESCHE – your partner

You are entering into an insurance contract with HALLESCHE private health insurance in its legal form as a mutual insurance society based in Stuttgart.

Our principal business is private health and nursing care insurance of all kinds.

Commercial register: Stuttgart District Court (Commercial register No. 2686)

Visitor address (also for legal notices)

HALLESCHE Krankenversicherung a. G.
Versicherungsverein auf Gegenseitigkeit
Reinsburgstraße 10
70178 Stuttgart

Managing director: Christoph Bohn

Address for correspondence

HALLESCHE
70166 Stuttgart

You can also contact us by telephone, fax, e-mail and via the Internet:

Telephone: 0 800/30 20 100, Fax: 07 11/66 03-3 33,
E-Mail: service@hallesche.de, Internet: www.hallesche.de

Guarantee fund

HALLESCHE is a member of the private health insurance companies' guarantee fund, which protects claims by our policyholders and other beneficiaries of insurance contracts. The address for correspondence is: Medicator AG, Gustav-Heinemann-Ufer 74c, 50968 Köln.

Regulatory authority

We are regulated by the German Bundesanstalt für Finanzdienstleistungsaufsicht (Federal Financial Supervisory Authority), Insurance Division, Graurheindorfer Straße 108, 53117 Bonn.

Important features of your insurance policy

The insurance is covered by the current terms of insurance of the tariff chosen by you:

- The tariff (plus any special terms and conditions) describes the insurance benefits in detail.
- The General Terms of Insurance (GTI) are supplementary to the provisions of the scale.
- If any supplementary provisions have been agreed for group insurance, these amend or are additional to the relevant GTI.

You will find the most important features of your insurance benefits on page 1 of the tariff, and in the GTI under »Object, extent and validity of insurance protection« and »Extent of duty to pay benefits«, and in the supplementary conditions for group insurance under »Participation in

group insurance contract, starting date and extent of insurance protection«.

Insurance benefits are payable once the necessary charges for your own insurance event have been completed. Our duty to pay benefits is satisfied once payment has been credited to the account of the policyholder or of a person entitled to receive the benefits. Detailed provisions covering the due date for the payment of insurance benefits are given in the GTI under »Disbursement of insurance benefits«.

Total cost of your insurance

The total price of your insurance is given in the application or in the confirmation document attached to the quotation document. There are no other additional costs, taxes or charges.

The amount shown on your insurance confirmation may differ from that on the application if, for example, it was wrongly stated on the application. Any possible charges for supplementary risk will be agreed with you in writing in a separate declaration. Any quotation you may already have from HALLESCHE will have been taken into account where necessary.

Payment of premiums; implementation

Your premium will be calculated from the start of the insurance period. Your chosen payment method (direct debit or credit transfer) and payment period (monthly, quarterly or half-yearly) can be noted on your application form if you have not already notified us when requesting a quotation.

The first payment is due at the latest by the date of the agreed start of the insurance period.

Please note: The total yearly or single premium is due for the short-term health insurance coverage abroad. Only the direct debiting system is possible. Full regulatory details relating to premium payment dates are given in the GTI under »Payment of premiums«.

Implementation of your insurance contract

There are two ways in which you can enter into an insurance contract with us:

1. Did you receive all relevant documentation before submitting your application, or did you expressly waive this?
Your insurance contract will come into force as soon as you receive a written statement of acceptance or your insurance confirmation from us. HALLESCHE undertakes not to refuse any correctly submitted application for a group insurance contract.
2. Did you request a quotation from HALLESCHE, and receive a quotation in response?
Your insurance contract will come into force once you have signed the application (statement of acceptance) and confirmation of receipt, and returned them to HALLESCHE within the stated period and without amendment. The date of receipt by HALLESCHE of your application (statement of acceptance) will be applicable.

Commencement of protection

Protection will start on receipt of the application by the insurer, but not earlier than the date given in the application, or prior to the expiry of any qualifying periods, or prior to the commencement of the group insurance contract which forms the basis of the insurance relationship.

Alternatively, insurance protection can begin up to two months prior to receipt by HALLESCHE of the application where provision is made for this in the GTI.

Payment will not be made for insurance events occurring prior to the start of insurance protection, unless such events occur after the signing of the contract but prior to the start of insurance protection. Such events are not excluded completely; only the part that occurs in the period between the signing of the contract and the start of insurance protection or qualifying periods is excluded from liability to pay benefits.

In the case of newborn infants, insurance protection begins immediately after the birth process is complete, with no qualifying period, provided that the application has been made at the correct time, and subject to any other requirements given in the GTI.

You can find more information on the commencement of insurance protection in the GTI under »Commencement of protection«, and – where specified – under »Qualifying periods«; also – depending on the tariff chosen – under »Subject, extent and validity of insurance protection« and in the supplementary conditions for group insurance under »Participation in group insurance contract; commencement and extent of insurance protection« and »Qualifying periods«.

Caution of Revocation

Right of Revocation

You may cancel your contractual declaration within 14 days without stating the reasons in writing (e.g. letter, fax, e-mail). This period begins after you have received the insurance confirmation, the insurance conditions including the General Conditions of Insurance as well as the contractual information of § 7 Para. 1 and 2 of the German Insurance Contract Law (»Versicherungsvertragsgesetz«) in connection with §§ 1 to 4 of the Act of Duty to Inform of the German Insurance Contract Law (»Versicherungsvertragsgesetz«) – if and as far as this information is possible according to the kind of the group insurance contract – and these instructions in writing. Sending the cancellation in good time is sufficient to comply with the cancellation period.

The revocation shall be addressed to:

HALLESCHE Krankenversicherung a. G.
Reinsburgstraße 10, 70178 Stuttgart.

In the event of revocation by fax, it shall be sent to the following fax number: 07 11/66 03-3 33

Consequences of Revocation

If you exercise the right of revocation, the coverage ends and we reimburse premiums up to the date after receiving the revocation in case you have agreed that the insurance cover begins prior to expiry of the revocation period. We may keep the portion of the premium which applies to the period until receiving the revocation. It amounts to 1/30 of the total monthly premium per day of insurance which is stated in the insurance confirmation. We shall reimburse the premium without undue delay, 30 days after receipt of the revocation at the latest. If the insurance cover is not starting prior to the

expiry of the revocation period then the effective revocation results in reimbursing the received benefits and to give the use thereof (e.g. interests).

If you have claimed your right of revocation as per § 8 of the German Insurance Contract Law (»Versicherungsvertragsgesetz«) effectively, you will not be bound to any other contract in connection with the insurance contract. Such a contract is given if it is in connection with the revoked contract and if a service of the insurer or a third party on the basis of an agreement among a third party and the insurer is concerned. No contract penalty may be agreed upon or may be demanded.

Specific remarks

Your revocation right expires prior to exercising it if the contract is completely fulfilled by you and us and if you explicitly have requested it.

Yours

HALLESCHE Krankenversicherung

Term of contract; termination options

Your insurance contract has no time limit. Exceptions to this are the education, international and option tariff scales, the *plus.U* tariff and daily sick pay insurance. These exceptions are covered in the relevant terms and conditions.

The options for terminating the contract, in particular the contractual conditions of termination, are given, depending on the tariff chosen, in the GTI under »Cancellation/termination by the policyholder«, »Terminating the policy«, »Other reasons for termination«, »Continuation of insurance«, »Consequences of breaches of warranty« and »Cancellation by the insurer«. This last section also specifies the minimum duration that applies to the contract. In the supplementary conditions for group insurance, other provisions relating to the termination of a contract are given in »Reasons for termination of the insurance relationship« and »Continuation of insurance«.

The contract can also be terminated without notice for good cause (fraud, for example) as provided by law.

Under statutory provisions the insurer is entitled, in the event of a pre-contractual infringement of duty of disclosure, to withdraw from or cancel the contract. In the event of fraudulent misrepresentation at the time the contract was signed, the insurer can also challenge the contract.

In the event of cancellation on the grounds of non-payment of the first premium, the insurer will charge an appropriate handling fee (currently € 75).

Cancellations made to the insurer have to be done in writing or electronically and should be addressed to HALLESCHE Krankenversicherung.

Contractual language, applicable law, place of jurisdiction

The language used for the contractual relationship and in communications during the term of the contract is German unless otherwise agreed. Your insurance contract is covered by the provisions of German law.

The place of jurisdiction is given in the GTI under »Place of jurisdiction«.

Grievance procedures

Please notify us in the event of any points of disagreement. We will be glad to resolve these together with you.

HALLESCHE Customer Service Telephone: 0 800/30 20 100,
Fax: 07 11/66 03-3 33, E-Mail: service@hallesche.de

You may also make use of a free of charge settlement of disputes out-of-court.

Settlement of Disputes Out-of-court

HALLESCHE Krankenversicherung a. G. takes part in the settlement of disputes for customers »OMBUDSMANN Private Kranken- und Pflegeversicherung«, which you may contact:

OMBUDSMANN Private Kranken- und Pflegeversicherung
Post office box 06 02 22
10052 Berlin
Telephone: 0 800/255 04 44 (free of charge of German phone networks)
Fax: 0 30/20 45 89 31
E-Mail: ombudsmann@pkv-ombudsmann.de
Internet: www.pkv-ombudsmann.de

The condition for the arbitration procedure with the Ombudsmann is that

- HALLESCHE Krankenversicherung a. G. already has given a statement and
- that the matter of dispute has not been settled yet and
- that the value of dispute is more than € 50 and
- that the claim is not outlawed and that the insurer does not refer to this limitation period and
- that no other institution of settlement of disputes has been involved in this case and
- that the matter has not been addressed to a judge so far, unless the court has ordered a settlement of the dispute with the Ombudsmann and has ordered the suspension of the proceedings and
- that no court has issued a deny of application for legal aid as a result of hopelessness of prosecution

If you have taken out your contract online, e. g. via our website, you may use the platform of the European Commission for Online Settlements of Disputes.

This platform is available on: <http://ec.europa.eu/consumers/odr/>

You can also contact our regulatory authority: Bundesanstalt für Finanzdienstleistungsaufsicht, Graurheindorfer Straße 108, 53117 Bonn.

This does not in any way affect your right to take legal action.