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## **Terms and conditions for health insurance for foreign guests**

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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.

# Contents Basic Cover Terms and conditions

## Section I – Overview of benefits

### Section II – General provisions

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

### Section III – Description of benefits

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

## 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.

Insured benefits		Basic
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 %
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
2.1.3	Medications and surgical dressings	100 %
2.1.4	Radiation therapy, light therapy, and other physical treatments	100 %
2.1.5	Massages, compresses and inhalations, per insurance year	300,– EUR
2.1.6	Therapeutic aids following an accident, per insurance year	500,– EUR
2.1.7	Aids (if agreed by Advigon in advance), per insurance year	Not insured
2.1.8	Repairs of existing aids, per insurance year	Not insured
2.1.9	Visual aids	Not insured
2.1.10	Operations	100 %
2.1.11	In-patient medical treatment under general care insurance (multiple-bed room) without optional services (treatment by private doctor)	100 %
2.1.12	Screening check-ups for early detection of cancers, per insurance year	Not insured
2.1.13	Screening check-ups for children in accordance with the statutory programmes introduced in Germany	Not insured
2.2.1	Up to 80% of the eligible cost for medically required dentures, per insurance year	Not insured
2.2.2	Dental check-ups, per policy year	Not insured
2.3.1	Pregnancy treatment due to complaints	100 %
2.3.2	Pregnancy examinations and deliveries	Not insured
2.4.1	Ambulance transport to in-patient treatment	100 %
2.4.2	Repatriation, if medically desirable	100 %
2.5	Repatriation of mortal remains to the home country or funeral in the Federal Republic of Germany	10.000,– EUR
2.6	Follow-up liability until restoration of ability to travel for up to	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 outpatient 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.

# Table of Contents Advanced Terms and conditions

## Section I – Overview of benefits

### Section II – General provisions

	Page
1 Policyholder, insurable person and eligibility for insurance	Advanced Cover 1
2 Conclusion, inception, term and termination of the insurance contract and the insurance cover	Advanced Cover 1
3 Scope of the insurance cover	Advanced Cover 1
4 What do you have to bear in mind with regard to premium payment?	Advanced Cover 1
5 What do you have to bear in mind with regard to benefit payments?	Advanced Cover 2
6 What law applies and when do claims under the contract become statute-barred? To whom do the provisions apply?	Advanced Cover 2
7 Set-off	Advanced Cover 2
8 What do you have to bear in mind with regard to notifications?	Advanced Cover 2

### Section III – Description of benefits

1 Scope of cover	Advanced Cover 2
2 Insured benefits	Advanced Cover 3
3 Excess and benefit restrictions	Advanced Cover 4
4 Exclusions and benefit obligation	Advanced Cover 4
5 Obligations and consequences of breaches of obligation	Advanced Cover 4

## Section I – Overview of benefits

You can find the exact wording concerning the insured benefits and events under the listed points in Section III – Description of benefits.

Insured benefits		Rate Premium
2.1.1	Outpatient medical treatment pursuant to the Scale of Fees described in Section III 1.2	100%
2.1.2	Pain-relieving dentistry pursuant to the Scale of Fees described in Section III 1.2 per insurance year	EUR 1,000
2.1.3	Preventative dentistry pursuant to the Scale of Fees described in Section III 1.2 per insurance year	EUR 100
2.1.4	Medication and bandages	100%
2.1.5	Radiation, light and other physical treatments	100%
2.1.6	Massages, packs and inhalations	100%
2.1.7	Aids as a result of an accident	100%
2.1.8	Aids (insofar as Advigon has issued its consent in advance) per insurance year	EUR 500
2.1.9	Repairs of existing aids per insurance year	EUR 250
2.1.10	Visual aids	EUR 200
2.1.11	Surgery	100%
2.1.12	Inpatient treatment on a general (not private) ward (room containing several beds), excluding optional benefits (treatment by a private doctor)	100%
2.1.13	Medical check-ups aimed at the early detection of cancer per insurance year	EUR 300
2.1.14	One skin cancer check-up per insurance year	100%
2.1.15	Medical check-ups for children based on the programmes introduced by law in Germany	100%
2.2.1	Dentures at 80% of the reimbursable invoice amount per insurance year	EUR 1,250
2.2.2	Dental check-ups per insurance year	EUR 200
2.3.1	Pregnancy treatment due to complaints	100%
2.3.2	Pregnancy check-ups and childbirth	100%
2.4.1	Patient transportation for inpatient treatment	100%
2.4.2	Repatriation where it makes medical sense	100%
2.5	Return of body to home country or burial in the Federal Republic of Germany	EUR 10,000
2.6	Two telemedical consultation sessions per insurance year	100%

2.7	Travel vaccinations per insurance year	EUR 250
2.8	Use of fitness applications per month	EUR 5
2.9	Run-off liability until the patient is able to travel again for a maximum period of	Three months
<b>Excess</b>		
The excess per insured event is EUR 25. This does not apply with regard to 2.1.3, 2.1.14 or 2.6 to 2.8.		

## Health insurance – Foreign guests

### Section II – General provisions

#### 1 Policyholder, insurable persons and eligibility for insurance

- 1.1 The policyholder is the natural person or legal entity that took the insurance contract out with Advigon. Insured persons are the individuals specified in the insurance certificate for whom the premium was paid. Newborns of insured persons are insured based on their parents' rate from the time of birth onwards. This is subject to the proviso that:
- they are insured with Advigon with retroactive effect within two months of the date of birth;
  - the insurance contract has been in place for an uninterrupted period of at least three months; and
  - no other insurance cover is in place.
- 1.2 Individuals up to the age of 75 who are only in Germany temporarily are eligible for insurance.
- 1.3 The following individuals are not eligible for insurance despite premiums being paid:
- 1.3.1 Individuals who are subject to mandatory statutory health and/or long-term care insurance in the country of stay.
- 1.3.2 Individuals who are in permanent need of long-term care and individuals who are permanently excluded from participating in society. The mental condition and objective life circumstances of the individual concerned, in particular, are to be taken into account for the purposes of this classification. The term "in need of long-term care" applies to individuals who largely require assistance from third parties for everyday activities.
- 1.3.3 Individuals who are professional sportspeople.
- 1.4 The insurance contract cannot be concluded for individuals who do not meet the requirements set out in points 1.1 and 1.2, even if the premium is paid. If the premium is paid for these individuals nonetheless, then the amount is available to the sender.

#### 2 Conclusion, inception, term and termination of the insurance contract and the insurance cover

##### 2.1 Conclusion and inception of the insurance contract

- 2.1.1 The application to take out an insurance contract can be submitted at any time. It is to be submitted for the entire remaining duration of the stay.
- 2.1.2 The insurance contract is concluded when the corresponding application has been completed in a due and proper manner and received by Advigon, and when Advigon sends you confirmation of cover. The application is only considered to have been completed in a due and proper manner if all of the required information has been provided clearly and in full.
- 2.1.3 The insurance contract cannot be concluded if the provisions set out in points 2.1.1 or 2.1.2 are not adhered to, even if the premium is paid. In such cases, the premium paid is available to the sender.

##### 2.2 Inception of the insurance cover

The insurance cover will commence at the time specified in the insurance certificate (contract inception date) following the end of the waiting periods. This is subject to the proviso that the insurance contract has been established. No benefits will be paid for insured events occurring prior to the contract inception date or before the end of the waiting period.

##### 2.3 Term

The insurance cover applies for the agreed term. The maximum insurance period is five years. The maximum insurance period also applies taking equivalent insurance contracts that were not previously in place with Advigon into account.

##### 2.4 Termination

The statutory provisions on the extraordinary right of termination will remain unaffected by these agreements. The insurance cover ends upon the termination of the insurance contract. The insurance contract will end, also for insured events that are not yet completed and/or pending insured events:

- 2.4.1 at the agreed point in time;
- 2.4.2 upon the death of the policyholder; the insured persons can continue the insurance contract, providing the name of the future policyholder, within a period of two months after the policyholder's death;
- 2.4.3 if the requirements governing eligibility for insurance cease to be met and;
- 2.4.4 in the event of repatriation, upon arrival at the nearest suitable hospital in your home country.

##### 2.5 Insurance year and waiting periods

- 2.5.1 The insurance year is a period of 12 months. The first insurance year begins on the contract inception date. If benefits that are subject to a limit per insurance year are claimed in a given insurance year, then once this benefit limit has been exhausted, insurance cover for this benefit is only provided after the end of this insurance year. If a benefit is subject to a limit per insurance year, insurance cover is provided for this benefit until the benefit limit has been exhausted, even for contract terms of less than 12 months.
- 2.5.2 If the insurance cover or benefits are linked to waiting periods, these are calculated from the contract inception date onwards. Unless special waiting periods are specified below, the general waiting period is 31 days. The general waiting period ceases to apply if the application is submitted within 31 days of entering the country. Advigon must be provided with proof of the date on which the individual entered the country on request. The waiting period also ceases to apply in the event of accidents or medical assistance to avert an acute danger to your life. The existence of comparable previous insurance that was in force for an uninterrupted period between the date on which the individual entered the country and the contract inception date will count towards the general waiting period. The benefit restrictions pursuant to Section III 3 (Excess and benefit restrictions) and Section III 4 (Exclusions from the benefit obligation), as well as the special waiting periods, continue to apply subject to no restrictions.

#### 3 Scope of the insurance cover

- 3.1 The insurance cover applies during temporary stays in Germany and for temporary trips to countries in the European Union (EU), the Schengen countries, to Andorra, Monaco, San Marino and Vatican City, but not to your home country. The term "home country", within the meaning of this provision, refers to your permanent place of residence prior to your temporary stay in Germany.
- 3.2 In cases involving insurance contracts with a term of at least 12 months, insurance cover is also provided for temporary trips back to your home country by way of derogation from point 3.1. Insurance cover in your home country is limited to a maximum of six weeks for all trips home made per insurance year.



#### 4 What do you have to bear in mind with regard to premium payment?

##### 4.1 Premium amount

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

##### 4.2 Payment of the first or single premium

4.2.1 The first or single premium falls due on the insurance contract inception date.

4.2.2 If you fail to pay the first or single premium on time, then you will not have any insurance cover from the outset, unless you are not responsible for the unpaid premium or the delayed payment. If you are, however, responsible for not paying the premium on time, then the insurance cover will only commence when you make the payment.

4.2.3 Advigon is also entitled to rescind the contract for as long as the premium has not been paid. The contract cannot be rescinded if you are not responsible for the unpaid premium.

##### 4.3 Payment of renewal premiums

4.3.1 If you fail to pay a renewal premium on time, then Advigon will send you a reminder, setting a payment deadline of two weeks.

4.3.2 If you are still in default on the payment after this payment deadline has passed, Advigon is entitled to terminate the contract if this option was drawn to your attention when the reminder was issued.

4.3.3 If Advigon has terminated the contract and you pay the amount referred to in the reminder within one month of receiving the notice of termination, the contract will remain in force. No insurance cover is provided, however, for insured events occurring between the expiry of the payment deadline and the time of payment.

##### 4.4 Premium collection

If it has been agreed that the premiums are to be collected from an account, they will be collected as soon as the corresponding mandate has been issued. Payment is considered to have been made in a timely manner if Advigon is able to collect the premium on the date of debiting and you do not object to a justified collection. If Advigon is unable to collect a premium that is due through no fault of your own, payment will still be considered to have been made on time if it is made as soon as possible after Advigon has requested payment in written or electronic form.

##### 4.5 Premium calculation

The premium calculation is defined in the insurer's technical calculation basis. If the premiums change, also due to changes in the insurance cover, then the age (age group) of the insured person for the purposes of the insurance rate will be taken into account when the change takes effect.

#### 5 What do you have to bear in mind with regard to benefit payments?

##### 5.1 Payment due date

As soon as proof of insurance and premium payment has been furnished and Advigon has established its payment obligation and the amount of the benefit, it will pay the benefit within two weeks at the latest.

If the payment obligation has been established but the amount of the benefit cannot be determined within one month of receipt of the notice of claim by Advigon, an appropriate advance on the benefit can be requested.

If official investigations or criminal proceedings have been initiated against you in connection with the insured event, Advigon is entitled to postpone the settlement of the claim until such proceedings have been finally concluded.

##### 5.2 Costs in foreign currencies

Advigon will convert the costs incurred at the euro exchange rate that applies on the date on which it receives the supporting documents. The official exchange rate applies unless the currency used to pay the invoices was purchased at a less favourable rate.

Advigon is entitled to deduct any additional costs incurred because it transfers amounts abroad or opts for special forms of bank transfer at your request from the benefits.

##### 5.3 Benefits under other insurance contracts

If a benefit for the insured event can be claimed under another insurance contract, the other contract will take precedence over this contract. If the insured event is reported to Advigon first, then the latter will make payment in advance and will then contact the other insurers directly in order to arrange for the costs to be shared.

#### 6 What law applies and when do claims under the contract become statute-barred?

##### To whom do the provisions apply?

Supplementary to these provisions, the German Insurance Contract Act (*Gesetz über den Versicherungsvertrag – VVG*) and, as a general rule, German law apply, unless international law sets out provisions to the contrary. Claims under this insurance contract become statute-barred after a period of three years. The limitation period commences at the end of the year in which the benefit can be claimed. If you have made a claim, then the limitation period is suspended until the time at which you receive Advigon's decision in written or electronic form.

All provisions set out in the insurance contract also apply accordingly to the insured persons.

Information on data protection: We save personal data concerning you in order to perform the contract. You can find further information on data protection and your rights in this regard at [www.advigon.com/en/privacy-policy](http://www.advigon.com/en/privacy-policy). Alternatively, feel free to request this information from us.

##### 7 Set-off

Only counterclaims that are undisputed or have been established in a final and non-appealable judgement can be offset against claims of Advigon.

#### 8 What do you have to bear in mind with regard to notifications?

All notices and declarations addressed to Advigon are to be sent in written or electronic form to the address specified in the insurance certificate. The contractual language is German.

### Section III – Description of benefits

##### 1 Scope of cover

1.1 The term "insured event" refers to medically necessary treatment due to illness or the consequences of an accident. The insured event starts when your treatment begins. It ends when you no longer require treatment based on medical findings. If your treatment has to be extended to include an illness or the consequences of an accident that has no causal link to the illness or accident for which you previously received treatment, a new insured event is considered to have occurred. The term "insured event" also refers to the death of the insured person and medically necessary treatment for complaints experienced during pregnancy, premature birth up to the 36th week of pregnancy, miscarriage, the termination of pregnancy in cases in which this is medically necessary, provided that there was no need for treatment at the time the contract was taken out, and outpatient check-ups.

1.2 During your stay, you are free to select from the doctors, dentists and hospitals that are recognised by law and licensed in your country of stay. Hospitals must be permanently managed by medical professionals. They must offer sufficient options for diagnosis and treatment and must keep medical records. These hospitals must not perform health resort/sanatorium treatment and must not admit convalescent patients either. Advigon will reimburse the costs incurred in accordance with point 2 (Insured benefits).

1.2.1 In Germany, Advigon assumes the costs incurred for medically necessary treatment up to the thresholds set out in the Scale of Fees for Doctors (*Gebührenordnung für Ärzte – GOÄ*) and the Scale of Fees for Dentists

(Gebührenordnung für Zahnärzte – GOZ) that apply in Germany. The thresholds for benefits are as follows:

- 2.3 times the fee rate pursuant to the Scale of Fees for Dentists;
- 1.15 times the fee rate pursuant to the Scale of Fees for Doctors in accordance with No. 437 and section M (Laboratory services) of the Scale of Fees for Doctors;
- 1.8 times the fee rate pursuant to sections A, E and O of the Scale of Fees for Doctors (Technical services); and
- for all other services rendered under the Scale of Fees for Doctors, 2.3 times the fee rate.

1.2.2 Outside of Germany, Advigon assumes the costs incurred for medically necessary treatment as long as it is charged in line with the valid official scale of fees – where such a scale exists – or based on the standard local fees.

1.3 Advigon only covers the costs of examination or treatment methods and medication that are recognised across the board, or in the main, by conventional medicine. In addition, it covers the costs of methods and medication that have proven to be just as successful in practice or that are used because no conventional medical methods or medication are available (e.g. homeopathic, anthroposophical medical and herbal medical treatment). Advigon is, however, entitled to reduce the benefits it provides to the amount that would have been incurred for the use of available conventional medical methods or medication.

## 2 Insured benefits

In an insured event, Advigon provides the benefits listed below, provided that they are insured based on the rate you have chosen and provided that the insured event occurred after the inception of the insurance cover and following the expiry of the waiting periods. You can find a corresponding overview in Section I of these Conditions of Insurance.

If the rate provides for benefits for aids, the following items are considered to be aids: bandages, trusses, inlays, crutches and compression stockings, hearing aids, corrective splints, artificial limbs/prosthetic devices, seat shells and foam positioners, wheelchairs, breathing monitors, infusion pumps, inhalation devices, oxygen units, baby monitors, orthopaedic trunk, arm and leg supports, and voice transmission devices.

### 2.1 Treatment costs

The term “treatment”, within the meaning of these provisions, refers to medically necessary

- 2.1.1 outpatient medical treatment;
- 2.1.2 pain-relieving restorative dentistry including simple fillings and repairs of existing dentures as long as this treatment is performed or prescribed by a dentist;
- 2.1.3 preventative dentistry up to a maximum of EUR 100 per insurance year;
- 2.1.4 medication and bandages prescribed by a doctor (the term “medication” does not include nutritional products and tonics or cosmetic products, even if they are prescribed by a doctor);
- 2.1.5 radiation, light and other physical treatment prescribed by a doctor;
- 2.1.6 massages, packs and inhalations prescribed by a doctor;
- 2.1.7 simple aids prescribed by a doctor that the individual needs for the very first time, solely due to an accident, and that are used as part of direct treatment for the consequences of the accident;
- 2.1.8 simple aids prescribed by a doctor that are purchased for the first time and in respect of which Advigon has issued its prior consent in writing;
- 2.1.9 repairs of existing aids prescribed by a doctor;
- 2.1.10 visual aids, such as glasses and contact lenses, if visual acuity has changed by at least 0.5 dioptries;
- 2.1.11 surgery that cannot be postponed;
- 2.1.12 inpatient treatment that cannot be postponed on a general (not private) ward (room containing several beds), excluding optional benefits (treatment by a private doctor);
- 2.1.13 medical check-ups aimed at the early detection of cancer in accordance with programmes introduced by law in Germany after a six-month waiting period has expired;

2.1.14 one skin cancer check-up per insurance year after a six-month waiting period has expired; and

2.1.15 outpatient medical check-ups for children based on the programmes introduced by law in Germany.

### 2.2 Dentures

The term “dentures”, within the meaning of this rate, refers to pivot teeth, inlays, crowns, orthodontic treatment, functional analytical and functional therapeutic measures, as well as dental implants.

2.2.1 Advigon reimburses 80% of the reimbursable invoice amount relating to medically necessary simple dentures after a six-month waiting period has expired.

2.2.2 After a six-month waiting period has expired, Advigon reimburses the costs of one dental check-up per insurance year.

### 2.3 Insurance benefits relating to pregnancy and childbirth

2.3.1 Advigon reimburses the costs incurred for medically necessary pregnancy treatment due to complaints, delivery until the end of the 36th week of pregnancy (premature birth), treatment due to miscarriage and the termination of pregnancy in cases in which this is medically necessary. This is subject to the proviso that there was no need for treatment on the contract inception date.

2.3.2 If the individual was not yet pregnant on the contract inception date, Advigon reimburses the costs incurred for pregnancy check-ups and childbirth after a six-month waiting period has expired. The costs associated with examination and treatment performed by midwives is only possible if the costs are not invoiced by a doctor at the same time.

### 2.4 Transportation costs

2.4.1 Advigon reimburses the costs for patient transportation for inpatient treatment to the nearest suitable hospital and back to the individual's accommodation.

2.4.2 Advigon reimburses the additional costs incurred for repatriation to the nearest suitable hospital in your home country insofar as repatriation is medically reasonable and justifiable.

### 2.5 Transfer and burial costs

Advigon reimburses the necessary additional costs incurred upon the death of an insured person to transport his/her remains to his/her home country, or assumes the costs of burial in Germany up to the amount of the expenses that would have been incurred to transport the remains abroad.

### 2.6 Telemedicine

Advigon assumes the costs associated with two telemedical consultation sessions for an insured person per insurance year.

### 2.7 Travel vaccinations

Advigon assumes the costs of travel vaccinations for an insured person up to EUR 250 per insurance year. This is subject to the proviso that the insurance contract for the trip abroad is not interrupted and remains in place for at least one further month following the return from abroad.

### 2.8 Fitness applications

Advigon pays a monthly flat rate of EUR 5 if an insured person can furnish evidence showing that they are using fitness applications. The monthly flat rate is reimbursed once a year at the end of the year.

### 2.9 Run-off liability

If an illness requires treatment that extends beyond the end of the insurance cover because the return trip is not possible due to a proven inability to travel, Advigon will remain obliged to pay benefits under this rate until the individual is well enough to travel again, for a maximum period of three months.

### 3 Excess and benefit restrictions

- 3.1 The excess per insured event is EUR 25. This does not apply with regard to 2.1.3, 2.1.14 or 2.6 to 2.8.
- 3.2 You are responsible for making a co-payment of EUR 5,000 per insurance year or part thereof to cover the costs of treatment for illnesses, complaints and the consequences of accidents that were known in the last six months prior to the contract inception date. The benefits provided in this regard are limited to a maximum of EUR 30,000 for each insured person for the entire contractual term.
- 3.3 If medical treatment exceeds the medically necessary level or if the costs of medical treatment exceed the customary local level, Advigon is entitled to reduce its benefits to an appropriate amount.

### 4 Obligations and consequences of breaches of obligation

#### 4.1 Obligation to minimise costs

You are obliged to minimise the loss and avoid doing anything that could lead to unnecessary cost increases. If you are able to travel, you must consent to being repatriated to the nearest suitable hospital in your home country if Advigon approves repatriation depending on the nature of the illness and the need for it to be treated.

#### 4.2 Obligation to provide information

You must complete the notice of claim you receive from Advigon truthfully and return it to Advigon without delay. If Advigon considers it necessary, you are obliged to undergo an examination conducted by a doctor commissioned by it.

#### 4.3 Obligation to furnish evidence

You must submit the following evidence, which then becomes Advigon's property:

- 4.3.1 Original receipts showing the name of the individual treated, the name of the illness and the services performed by the individual providing treatment, broken down by type, location and treatment period. If you have other insurance cover for treatment costs and a claim is made under this insurance first, then the invoice copies showing confirmation of reimbursement are sufficient as proof.
- 4.3.2 Prescriptions together with the treatment invoice and invoices regarding remedies or aids together with the prescription.
- 4.3.3 Evidence regarding the costs that would be incurred for planned return travel if benefits for repatriation are being claimed. In addition, a medical certificate issued by the treating doctor abroad is to be presented, together with detailed grounds demonstrating that repatriation is medically reasonable and justifiable.
- 4.3.4 An official death certificate and medical certificate on the cause of death if costs to transfer remains abroad/burial costs are to be paid.
- 4.3.5 Further supporting documents and receipts requested by Advigon to review its obligation to pay benefits if you can be reasonably expected to obtain them (e.g. proof of the date on which you entered the country).

#### 4.4 Obligation to safeguard claims to compensation against third parties

- 4.4.1 If you have a claim for compensation against a third party, this claim passes to Advigon insofar as the latter pays indemnity for the loss. You must safeguard the claim to compensation or a right securing such a claim in line with the valid formal and deadline requirements and help to enforce it if necessary. If the claim for compensation is vis-à-vis an individual with whom you live in the same household at the time the loss occurs, the transfer cannot be asserted unless this individual caused the loss with wilful intent.
- 4.4.2 Your claims vis-à-vis individuals providing treatment who charged an excessive fee pass to Advigon to the extent permitted by law if the latter reimbursed the costs involved. You are required to help enforce the claims if need be.

### 4.5 Consequences of breaching obligations

If you breach one of the obligations set out above, Advigon is released from its obligation to pay benefits. In cases involving a grossly negligent breach of obligation, Advigon is entitled to reduce its benefits to an extent that reflects the degree of fault. If you prove that the obligation was not breached in a grossly negligent manner, the insurance cover remains in effect.

### 5 Exclusions from the benefit obligation

Advigon does not provide benefits

- 5.1 if you caused the insured event with wilful intent or attempt to fraudulently conceal circumstances that are significant to the reasons for, or the amount of, the benefit;
- 5.2 for treatment that was the sole reason, or one of the reasons, for embarking on the trip and for treatment that you already knew would be necessary, if you were to continue with your stay as planned, when you embarked on the trip, unless you travelled due to the death of your spouse/partner under the German Act on Registered Life Partnerships (*Lebenspartnerschaftsgesetz* – LPartG) or the death of a first-degree relative;
- 5.3 for treatment that was the sole reason, or one of the reasons, for taking out the insurance contract and for treatment that you already knew would be necessary during the contractual term when you took out the insurance contract;
- 5.4 for illnesses, including their consequences, or for the consequences of accidents caused by foreseeable acts of war or active participation in unrest that are not explicitly included in the scope of cover; the term "foreseeable" refers to acts of war or civil unrest in particular if the Federal Foreign Office of the Federal Republic of Germany issues a travel warning for the country concerned – before you embarked on the trip;
- 5.5 for treatment in a health resort or sanatorium or for rehabilitation measures, unless these measures follow insured, fully inpatient treatment in hospital due to a severe stroke, severe heart attack or a severe musculoskeletal condition (disc surgery, hip replacement) and are designed to shorten the stay in hospital, and provided that the insurer issued a written commitment in respect of these benefits before the treatment started;
- 5.6 for addiction withdrawal treatment, including stays in facilities designed for this purpose;
- 5.7 for outpatient treatment in a medical spa or health resort; this restriction ceases to apply if the treatment is required due to an accident that occurred there; in the event of illnesses, the restriction ceases to apply if you were only in the medical spa or health resort temporarily and not for curative purposes;
- 5.8 for treatment performed by spouses, parents, children or individuals you are living with within your own or a host family; substantiated non-personnel costs will be reimbursed in accordance with the provisions governing the rate;
- 5.9 for treatment or accommodation required due to infirmity, a need of care or being committed to an institution;
- 5.10 for psychoanalytical treatment and psychotherapy;
- 5.11 for dentures, pivot teeth, inlays, crowns, bridges, orthodontic treatment, preventative treatment, bite aids and splints, functional analytical and functional therapeutic measures, as well as dental implants, in the absence of any provisions to the contrary that apply to the rate;
- 5.12 for immunisation measures;
- 5.13 for treatment due to disorders affecting, and damage to, reproductive organs including sterility, artificial insemination and related check-ups and follow-up treatments;
- 5.14 for suicide, attempted suicide and its consequences; and
- 5.15 for organ donation and its consequences.