

Application to the Group Insurance and Compulsory Nursing Care Insurance (compulsory part of the German national insurance – Pflege-Pflichtversicherung/PPV)

Information on the Consequences of the Violation of the Disclosure Obligation

Dear Customer,

So that we can check your application properly, it is necessary for you to answer the enclosed questions truthfully and completely. Such circumstances which you may deem to be trivial should also be included.

If you or any of the persons to be insured do not wish to disclose information in this instance, you may remedy this situation by writing to the Board of Directors in Stuttgart within seven days. Your details will be treated in the strictest confidence in any case.

Please note that you will jeopardise your insurance cover if you give incorrect or incomplete information. Please see the information below for more detailed information on the consequences of violation of the disclosure obligation.

What pre-contractual disclosure obligations exist?

You are obliged, prior to submission of your contractual declaration, to disclose truthfully and completely all material circumstances known to yourself, which we have requested in writing. If we request material circumstances in writing after your contractual declaration but prior to contract acceptance, you are obliged to disclose to this extent.

What consequences may occur if a pre-contractual disclosure obligation is violated?

1. Withdrawal and lapsing of insurance cover

If you violate the pre-contractual disclosure obligation, we can withdraw from the contract. This does not apply if you can prove that there is neither malice aforethought nor gross negligence.

In the event of gross negligent violation of the disclosure obligation, we have no right to withdraw if we had concluded the contract in the knowledge of the undisclosed circumstances, even in accordance with other conditions.

There is no insurance cover in the event of withdrawal. If we declare withdrawal after occurrence of the insurance case, we remain obliged to provide benefits if you prove that the undisclosed or incorrectly disclosed circumstance was the cause of

- neither the occurrence or establishment of the insurance case
- nor the establishment or the extent of our benefit obligation.

However, our benefit obligation does not apply if you have fraudulently violated the disclosure obligation.

In the event of a withdrawal, we are entitled to that part of the premium which corresponds to the contractual period which has elapsed up to the implementation of the withdrawal declaration.

2. Termination

If we are unable to withdraw from the contract because you have only violated the disclosure obligation with slight negligence, we can terminate the contract giving one month's notice.

Our termination right is excluded if we had concluded the contract in the knowledge of the undisclosed circumstances, even in accordance with other conditions.

3. Contract amendment

If we are unable to withdraw or give notice to terminate because we had concluded the contract in the knowledge of the undisclosed risk factors, even in accordance with other conditions, the other conditions become part of the contract at our request. If you have negligently violated the disclosure obligation, the other conditions will become part of the contract retroactively. This may also lead to us not being obliged to reimburse the costs for events insured already having occurred or occurring in future, if conditions have been or are the cause for these, which have not been mentioned or which have not been mentioned correctly. If you have inadvertently violated the disclosure obligation, we are not entitled to amend the contract.

If the premium increases by more than 10 % as a result of the contract amendment or if we exclude the risk cover for the undisclosed circumstance, you can terminate the contract within one month from receipt of our letter on the contract amendment. We will refer to this right in our letter.

4. Exercising of our rights

We can only invoke our rights to withdrawal, termination or contract amendment within one month in writing. This period begins on the date on which we gain knowledge of the violation of the disclosure obligation which justifies our invoked right. In exercising our rights, we have to state the circumstances on which our declaration is based. We can state further circumstances for justification retroactively if the period for this purpose in accordance with Clause 1 has not expired.

We cannot invoke the rights to withdrawal, termination or contract amendment if we had knowledge of the undisclosed risk factor or the inaccuracy of the disclosure.

Our rights of revocation, cancellation and modification of the contract expire after the period of three years after the conclusion of the contract. This does not apply for events insured against which have occurred before this period. The period is ten years, if you have violated the obligation of disclosure intentionally or fraudulently.

5. Representation by another person

If you are represented by another person for the conclusion of the contract, the knowledge and malevolence of your representative as well as your own knowledge and malevolence have to be considered as far as the obligation of disclosure, the revocation, the cancellation, the modification of the contract and the preclusive time limit are concerned for the execution of our rights. You may only refer to the fact that the obligation of disclosure has not been violated intentionally or grossly negligently, if neither your representative nor you may be charged for it.

Application to the Group Insurance and Compulsory Nursing Care Insurance

Received on:	Health Insurance Policy No.	GRP 1391	Nursing Care Insurance Policy No.	GRP 1391	Agent No. mawista
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Applicant/ Main Person insured/ Policy holder PPV	Surname/title	Street		
	First name	Post code	Place	
	Date of birth (day/month/year)	<input type="checkbox"/> male <input type="checkbox"/> female	Phone	Fax
	E-mail			

Persons to be insured as per the conditions of the group insurance the following persons are provided with insurance coverage from the .

person 1

Surname
First name
Date of birth (day/month/year) <input type="checkbox"/> male <input type="checkbox"/> female
Nationality
Beginning of stay in Germany (day/month/year)
Ending of stay in Germany (day/month/year)

person 2

Surname
First name
Date of birth (day/month/year) <input type="checkbox"/> male <input type="checkbox"/> female
Nationality
Beginning of stay in Germany (day/month/year)
Ending of stay in Germany (day/month/year)

Tariffs

<input type="checkbox"/> DOGP.2, PVN
<input type="checkbox"/> BD.2, PVN
<input type="checkbox"/> EKT.43 - 50,- € Daily sickness allowance

<input type="checkbox"/> DOGP.2, PVN
<input type="checkbox"/> BD.2, PVN
<input type="checkbox"/> EKT.43 - 50,- € Daily sickness allowance

Compulsory nursing care insurance

1. Compulsory nursing care insurance exists/existed

from	up to
with the following insurer	

Proof of private insurance period:

☐ enclosed

from	up to
with the following insurer	

Proof of private insurance period:

☐ enclosed

2. Details only required if a contribution-free co-insurance of children or the marital partner's resp. homosexual partner's (in the case of a registered homosexual partnership) maximum contribution shall be checked.

a. Does the monthly total income (definition see back) of the person to be insured exceed 1/7 of the monthly reference figure as per § 18 para. 1 of the German Social Legislation Book IV (SGB IV) (€ 405 monthly, as per 1 January 2015, current value may be asked for) or does it amount to more than € 450 in case of a low-wage part-time employment as per § 8 para. 1 SGB IV, § 8a SGB IV (as per 1 January 2015, a possible more current version may be asked for)?

☐ no ☐ yes ☐ no ☐ yes

b. **Spouses/homosexual partners:** If the spouse/homosexual partner shall not be insured with this application, does he or she already have a private compulsory nursing care insurance or has such coverage been applied for?

<input type="checkbox"/> no	
<input type="checkbox"/> yes,	name of spouse/partner
	insurer of spouse/partner
	exists since

Insurance confirmation: ☐ enclosed

Does the monthly total income (see above) of the spouse/homosexual partner who shall not be insured with this application surpass the stated income limits?

☐ no ☐ yes

<input type="checkbox"/> no	
<input type="checkbox"/> yes,	name of spouse/partner
	insurer of spouse/partner
	exists since

Insurance confirmation: ☐ enclosed

☐ no ☐ yes

person 1

person 2

3. Details required to check the contribution of children.

a. Is your child in school or university at the moment?

☐ no

☐ yes, ☐ school: since/from:
probably up to:
confirmation of school: ☐ enclosed

☐ university: since/from:
probably up to:
confirmation of university: ☐ enclosed

☐ no

☐ yes, ☐ school: since/from:
probably up to:
confirmation of school: ☐ enclosed

☐ university: since/from:
probably up to:
confirmation of university: ☐ enclosed

b. Is or was your child doing a Voluntary Service (such as the Federal Voluntary Service (»Bundesfreiwilligendienst«) or a voluntary social or ecological service year)?

☐ no

☐ yes, from: to:
from: to:
from: to:
confirmation (of period of service): ☐ enclosed

☐ no

☐ yes, from: to:
from: to:
from: to:
confirmation (of period of service): ☐ enclosed

c. Only for male persons: Is or was your child doing the military or community service or the voluntary additional military service?

☐ no

☐ yes, from: to:
from: to:
confirmation of period of service: ☐ enclosed

☐ no

☐ yes, from: to:
from: to:
confirmation of period of service: ☐ enclosed

4. Details only required if your child shall be insured himself or herself.

(Details to the private compulsory nursing care insurance of one parent.)

first name and surname of parent

name of insurer

first name and surname of parent

name of insurer

confirmation: ☐ enclosed

confirmation: ☐ enclosed

5. Additional details for foreign nationals in case of stays in Germany

(Further details required to check the obligation of insurance or eligibility for the private compulsory nursing care insurance.)

Does a delegation (definition see back) exist in the sense of the German Social Legislation Book?

☐ no, actual day of entry to Germany on:
estimated day of departure from Germany on:

☐ yes, from which country has the person been delegated?
country of dispatch:
Intended stay in Germany?
since/from:
probably up to:

☐ no, actual day of entry to Germany on:
estimated day of departure from Germany on:

☐ yes, from which country has the person been delegated?
country of dispatch:
Intended stay in Germany?
since/from:
probably up to:

SEPA
Direct Debit
Mandate

method of payment: ☐ monthly ☐ quarterly ☐ half yearly ☐ yearly (3 % discount¹)

The minimum premium amounts to € 7.50, if it is less only a yearly payment is possible.

¹ The granting of a discount does not apply for the contribution of the compulsory nursing care insurance.

Creditor Identification Number/Gläubiger-Identifikationsnummer
DE89ZZZ00000031444

Mandate Reference/Mandatsreferenz
»wird nachgeliefert«

Creditor institute (Name and BIC)


IBAN

By signing this mandate form, I authorise HALLESCHKE Krankenversicherung a. G. to send instructions to my bank to debit my account and my bank to debit my account in accordance with the instructions from HALLESCHKE Krankenversicherung a. G.

HALLESCHKE Krankenversicherung a. G. will announce the direct debit at least 6 calendar days before the maturity of the payment. In case of repeated direct debits with equal or fixed direct debit amounts a single information before the first direct debit and the details of the due dates is sufficient.

Remark: As part of my rights, I am entitled to a refund from my bank under the terms and conditions of my agreement with my bank. A refund must be claimed within 8 weeks starting from the date on which my account was debited.

With my signature I furthermore confirm that I am (also) solely authorised to dispose of the bank account mentioned.

First name and family name (Account holder)	Date of birth
Street name and number	Postal code and city
Place/date	Signature of the account holder 

Important information for applicant and agent

Please check that the information, which you or your agent have provided in the application, is applicable and complete.


Please note the enclosed detailed »**Information of the Consequences of the Violation of the Disclosure Obligation (VG 13E)**«.

Please also read the information and declarations on the reverse of the application. They are an important component of the contract. The declarations become part of the application through your signature. You also agree that the insurance cover starts prior to expiry of the cancellation period if necessary.

Please check before signing that you have received all the documents listed in the attached confirmation of receipt unless you have expressly rejected submission thereof prior to submission of your contractual declaration.

You may cancel your contractual declaration within two weeks. See the detailed information overleaf.

Signatures

Place/date	Signature of the persons to be co-insured from the age of 18 years on as far as all above declarations are concerned
Signature of the applicant/policy holder PPV – possibly the statutory representative of the persons to be co-insured 	

Declaration of Data Protection

The following declarations of consent and release from the professional oath of secrecy are absolutely decisive for the verification of the application as well as the motivation, implementation or end of your insurance contract with HaLLESCHKE. **You will find all declarations in the full text on the back of this application. We ask you to read these carefully before signing your application.**

- I. Consent of Inquiry and Use of Health Data and Release from the Professional Oath of Secrecy
 1. HaLLESCHKE's Inquiry, Storage and Use of Health Data Given by You
 2. Inquiry of Health Data by Third Parties
 - 2.1. Inquiry of Health Data by Third Parties to Check the Risk and to Verify the Obligation to Pay
 - 2.2. Declarations in the Event of Your Death
 3. Passing on of Health Data and Further Data Protected as per § 203 of the German Penal Code outside HaLLESCHKE Krankenversicherung auf Gegenseitigkeit
 - 3.1. Passing on of Data for the Medical Expertise
 - 3.2. Passing on of Tasks to Other Bodies (Companies or Persons)
 - 3.3. Passing on of Data to Re-Insurers
 - 3.4. Passing on of Data to Independent agents
 4. Storage and Usage of Your Health Data, if the Contract is not Concluded


II. Inquiry of Health Data with Third Parties to Check the Risk when Handling Your application

III. Consent to Use General Personal Data to Verify the General Payment History (Credit Screening) and to assess Future Solvency (Scoring)

I herewith confirm that I have received all declarations of consent and release from the professional oath of secrecy and that I have taken note thereof.

These declarations become part of my application after my signing.

Signatures

Place/date	Signature of the applicant/policy holder PPV 
Signature of persons to be co-insured (if not legally represented)	Signature of persons legally represented (in case of the required capacity of discernment at the earliest at the age of 16) or signature of the legal representative

Important Information and Declarations by the Applicant and the Person to be insured

General Contractual Conditions/Consumer Information

The contractual provisions including the General Insurance Conditions, the statutory information in accordance with Section 7 of the Insurance Contract act (VVG) (»Versicherungsvertragsgesetz«) and information on the consequences of violation of the disclosure obligation and of the non-payment of the initial premium for the compulsory care insurance and information on the cancellation right must be given to you in full by your agent in good time prior to your insurance declaration.

Unless you have expressly declined the delivery of these documents at this point in time, please confirm receipt of the aforementioned documents on the receipt acknowledgement and return it to us together with your application.

Applicable Right

German law is applicable for this contract.

Declaration of Data Protection

I. Consent of Inquiry and Use of Health Data and Release from the Professional Oath of Secrecy¹

The regulations of the Insurance Contract Law, the Federal Data Protection Law as well as other regulations concerning data protection do not include sufficient legal basis for the inquiry, processing and usage of health data by insurance companies. Ha LLESCHKE Krankenversicherung therefore requires your consent concerning data protection matters in order to inquire your health data for this application and to use them for your contract.

Furthermore Ha LLESCHKE Krankenversicherung requires your releases from the professional oath of secrecy in order to be allowed to inquire your health data with bodies such as doctors for example who are obliged not to pass on such data.

as a health insurance company HaLLESCHKE Krankenversicherung further requires your release from the professional oath of secrecy to be allowed to pass on your health data or further data protected as per § 203 of the German Penal Code (Strafgesetzbuch) such as the fact that you have concluded a contract with us to further bodies such as assistance companies or IT service providers.

The following declarations of consent and releases from the professional oath of secrecy are essential for the verification of the application as well as the implementation, handling or ending of your insurance contract with HaLLESCHKE Krankenversicherung. If you do not agree to these, the conclusion of the contract usually is not possible.

The declarations concern the handling of your health data and other data protected as per § 203 of the German Penal Code (StGB)

- by HaLLESCHKE Krankenversicherung directly (see 1.),
- in connection with the enquiry with third parties (see 2.),
- as far as the passing on to bodies different from HaLLESCHKE Krankenversicherung (see 3.) are concerned and
- if the contract has not been concluded (see 4.).

The declarations are valid for the persons legally represented by you such as your children as far as they do not recognize the meaning of this consent and are therefore not in a position to give their own declarations.

1. HALLESCHKE's Inquiry, Storage and Use of Health Data Given by You

I agree that HaLLESCHKE Krankenversicherung inquires, stores and uses health data given by me in this application and given in future as far as they are necessary for the verification of the application as well as for the implementation, handling and ending of this insurance contract.

2. Inquiry of Health Data by Third Parties

2.1. Inquiry of Health Data by Third Parties to Check the Risk and to Verify the Obligation to Pay

It may become necessary to ask for information with different bodies which have access to your health data to estimate the risks to be insured. Furthermore it may be necessary for the verification of the obligation to pay that HaLLESCHKE Krankenversicherung has to check the details of your health status which you have given to lay claims or which result from the documents handed in (such as invoices, prescriptions, expertises) or any information of a doctor or other persons of the health sector.

This verification will only be effected, if it becomes necessary. Ha LLESCHKE Krankenversicherung requires your consent, your release from the professional oath of secrecy included, for itself as well as for any institutions of the health sector, if health data or any information protected as per § 203 of the German Penal Code have to be passed on in the frame of any enquiries concerning health data.

I wish that HaLLESCHKE Krankenversicherung informs me in each case about the reason and necessity before contacting any persons or institutions for any information. I shall then decide, if

- I agree to release the persons or institutions mentioned as well as their employees from their professional oath of secrecy for the collecting and using of my health data by HaLLESCHKE Krankenversicherung and to passing on of my health data to HaLLESCHKE Krankenversicherung
- or if I collect the required documents myself.

I am aware that this may lead to a delay of the handling of my application or the verification of the obligation to pay.

as far as the declarations above concern any details of my application these are valid for the period of three years after the conclusion of the contract. If HaLLESCHKE Krankenversicherung might have concrete clues after the conclusion of the contract that intentionally wrong or incomplete details have been given and that therefore the check of the risk has been influenced, these declarations are valid up to ten years after the conclusion of the contract.

2.2. Declarations in the Event of Your Death

For the verification of the obligation to pay it may be necessary after your death as well to check health data. a verification may also be necessary, if HaLLESCHKE Krankenversicherung gets concrete clues within the period of up to ten years after the conclusion of the contract that wrong or incomplete details have been given on the application and that therefore the check of the risk has been influenced. also for that case we require a consent and a release from the professional oath of secrecy.

For the event of my death I agree that HaLLESCHKE Krankenversicherung – as far as necessary – collects my health data with doctors, nursing personnel as well as employees of hospitals, other clinics, nursing homes, personal insurers, statutory health insurances, trade associations and authorities to verify the obligation to pay or for a necessary new verification of the application and to use these information for this purpose.

¹ The text of the declaration of consent/release from the professional oath of secrecy has been agreed upon as far as the content has been consented by the data protection authorities in 2011.

I release the persons mentioned as well as the employees of the above institutions from their professional oath of secrecy as far as my duly secured health data of examinations, consultations, treatments as well as insurance applications and contracts will be sent to HaLLESCHKE Krankenversicherung from a period of up to ten years before my applying to HaLLESCHKE Krankenversicherung.

Furthermore I agree that in this connection – as far as necessary – my health data will be passed on by HaLLESCHKE Krankenversicherung to these institutions and also release all persons working for HaLLESCHKE Krankenversicherung from their professional oath of secrecy.

If the above declarations refer to my details given in the application, it is valid for a period of three years after the conclusion of the contract. If there are concrete clues for HaLLESCHKE Krankenversicherung after the conclusion of the contract that intentionally wrong or incomplete details have been given and that therefore a check of the risk has been influenced, these declarations are valid for up to ten years after the conclusion of the contract.

5. Passing on of Your Health Data and Further Data Protected as per § 203 of the German Penal Code outside HaLLESCHKE Krankenversicherung

HaLLESCHKE Krankenversicherung obliges the below mentioned persons and authorities to stick to the regulations of data protection and data security.

5.1. Passing on of Data for the Medical Expertise

It may become necessary to contact medical experts for the assessment of the risks to be insured and for the verification of the obligation to pay. HaLLESCHKE Krankenversicherung requires your consent and release from the professional oath of secrecy, if your health data and further data protected as per § 203 of the German Penal Code may be passed on in this connection. You will be informed about the respective data transfer.

I agree to the HaLLESCHKE Krankenversicherung's passing on of my health data to medical experts, if this is necessary in the frame of the check of the risk or the verification of the obligation to pay. I further agree that my health data will be used according to this aim with these persons and that the results will be sent back to HaLLESCHKE Krankenversicherung. In the connection of my health data and further data protected as per § 203 of the German Penal Code I release all persons working for HaLLESCHKE Krankenversicherung and medical experts from their professional oath of secrecy.

5.2. Passing on of Tasks to Other Bodies (Companies or Persons)

HaLLESCHKE Krankenversicherung does not carry through definite tasks itself, such as the check of the risk, the handling of claims or the customer advisory service on the phone. During those tasks it may be possible that your health data may be collected, handled or used. These tasks are passed on to another company within the aLTE LEIPZIGER – HaLLESCHKE group or any other body. If data protected as per § 203 of the German Penal Code are passed on for these tasks, HaLLESCHKE Krankenversicherung requires your release from the professional oath of secrecy for itself and if necessary for the other bodies.

HaLLESCHKE Krankenversicherung has a list which is continually updated mentioning all the bodies and categories of bodies which collect, handle or use health data for HaLLESCHKE Krankenversicherung as per the agreement mentioning the tasks transferred.

The currently valid list is attached to the declaration of consent. a current list may also be looked into on the homepage (on www.hallesche.de/dienstleisterliste) or may be demanded with the company's data protection supervisor (address: HaLLESCHKE Krankenversicherung a.G., Reinsburgstraße 10, 70178 Stuttgart) or on the phone on 0 800/30 20 100.

HaLLESCHKE Krankenversicherung requires your consent for the passing on and the using of your health data by the bodies mentioned on the list.

I agree that HaLLESCHKE Krankenversicherung passes on my health data to the bodies mentioned in the above list and that my health data may be collected, handled and used for the purposes mentioned there to the same extent as HaLLESCHKE Krankenversicherung may do this. If necessary, I release the employees of aLTE LEIPZIGER – HaLLESCHKE group and other companies or persons from their professional oath of secrecy as far as the passing on of health data or other data protected as per § 203 of the German Penal Code are concerned.

3.3. Passing on of Data to Re-Insurers

In order to cover your claims HaLLESCHKE Krankenversicherung may call in re-insurers which take over the total risk or part of it. In some cases the re-insurers involve further re-insurers to which they pass on your data as well. In order to be in a position to evaluate the risk or the event insured against occurred, it is possible that HaLLESCHKE Krankenversicherung passes on your insurance application or claim to the re-insurer. This especially is the case, if the amount insured is very high or if it is a risk which is difficult to assess.

above that it is possible that the re-insurer supports HaLLESCHKE Krankenversicherung with the verification of the risk or obligation to pay due to its special knowledge of the facts as well as to assist with the evaluation of the handling of special processes.

If re-insurers have taken over the coverage of the risk, they may control, if HaLLESCHKE Krankenversicherung has evaluated properly the risk or the event insured against.

Furthermore data of your existing contracts and applications may be passed on to re-insurers so that they may check, if and to which extent they may take over the risk. For the invoicing of premiums and claims data of your existing contracts may be passed on to re-insurers.

For the above mentioned purposes usually anonymous or pseudonymous data will be used if possible, but also personal health data may be used. Your personal health data will only be used for the above purposes by re-insurers.

You will be informed about the passing on of your health data to re-insurers by HaLLESCHKE Krankenversicherung.

I agree to my health data be passed on to re-insurers – as far as necessary – and to those be used for the mentioned purposes. as far as necessary, I release the persons working for HaLLESCHKE Krankenversicherung from their professional oath of secrecy as far as the health data and further data protected by § 203 of the German Penal Code are concerned.

3.4. Passing on of Data to Independent Agents

In principle, HaLLESCHKE Krankenversicherung does not pass on any details of your health to independent agents. However, in the following cases it might be that data which allow conclusions of your health or information of your contract protected as per § 203 of the German Penal Code may be passed on to insurance agents for their knowledge.

If it is necessary for the consultation about your contract, the agent who will consult you may get information, if and possibly on which conditions your contract may be accepted (e.g. conclusion of contract with risk surcharge, exclusion of certain risks).

The agent who has procured your contract will get to know if and to which conditions your contract has been concluded. The agent also gets to know, if risk surcharges or exclusions of certain risks have been concluded.

If the agent responsible for your contract changes, possibly your contract data with information about existing risk surcharges and exclusions of certain risks may be passed on to the future agent. You will be informed about the change of your agent and before the passing on of your health data as well as about your possibility to contradict.

I agree that HaLLESCHKE Krankenversicherung passes on my health data and other data protected as per § 203 of the German Penal Code in the above cases – if necessary – to the independent insurance agent responsible for my contract and that my health data may be collected, stored and used for consultation purposes.

4. Storage and Usage of Your Health Data, if the Contract is not Concluded

If the contract is not concluded Ha LLESCHKE Krankenversicherung stores your health data collected within the frame of the check of the risk in the event that you again apply for insurance coverage. Ha LLESCHKE Krankenversicherung also stores your data to be in a position to answer possible questions of further insurers. Your data will be stored with Ha LLESCHKE Krankenversicherung up to the end of the third calendar year after the year of application.

I agree that HaLLESCHKE Krankenversicherung stores and uses my health data – if the contract is not concluded – for a period of three years from the end of the calendar year of application on for the above purposes.

II. Inquiry of Health Data with Third Parties to Check the Risk when Handling Your Application

It may be necessary to collect information with bodies who dispose of your health data for the evaluation of the risk to be insured within the frame of the handling of your application. This verification is only effected, if it is necessary.

Ha LLESCHKE Krankenversicherung requires your consent as well as your release from the professional oath of secrecy for itself and for these bodies, if within the frame of these inquiries health data or further information protected as per § 203 of the German Penal Code have to be passed on.

I agree that HaLLESCHKE Krankenversicherung collects and uses my health data for these purposes – as far as this is necessary for the evaluation of the risk of this application – with doctors, nursing persons as well as staff of hospitals, other clinics, nursing homes, personal insurers, statutory health insurers, trade associations and public authorities.

I release the persons mentioned and the employees of the mentioned institutions from their professional oath of secrecy, if as permitted my stored health data and further data protected as per § 203 of the German Penal Code of examinations, consultations, treatments as well as insurance applications and contracts are passed on to HaLLESCHKE Krankenversicherung of a period of up to ten years before my application.

I further agree that in this connection – as far as necessary – my health data and other data protected as per § 203 of the German Penal Code are passed on by HaLLESCHKE Krankenversicherung to these companies and persons and also release the persons working for HaLLESCHKE Krankenversicherung from their professional oath of secrecy already at present.

III. Consent of Usage of General Personal Data

The collection, processing and usage of general personal data is effected on the basis of the German Federal Data Protection Law (Bundesdatenschutzgesetz) as well as other data protection regulations. The application of these regulations often requires an extensive and time consuming individual verification which can be renounced if this declaration of consent is available.

I agree that my general personal data are used taking into consideration the principles of economic usage of data and of avoiding producing data

- for the application, handling of the contract and claims so that HaLLESCHKE Krankenversicherung directly collects information about my general payment behaviour. This may also be effected by a company of the aLTE LEIPZIGER – HaLLESCHKE group or a credit agency (such as Bürgel, Infoscore, Creditreform, SCHUFa)
- for the application, handling of the contract and claims so that HaLLESCHKE Krankenversicherung or a credit agency collects information about my solvency or about the customer relation (scoring) on the basis of mathematical-statistical proceedings.

IV. Remark to the Right of Opposition in the Usage of Data for Purposes of Advertisement and Market and Opinion Research

Your personal data will be used without your expressly agreement for the purposes of advertisement for our own insurance products and for other products of the group of aLTE LEIPZIGER – Ha LLESCHKE as well as for market and opinion research. You may formlessly contradict to this at any time.

V. Rules of Conduct Concerning Data Protection »Code of Conduct«

The insurance companies of the group of aLTE LEIPZIGER – Ha LLESCHKE have joined the »Rules of Conduct for the Handling of Personal Data in the German Insurance World« (Code of Conduct). This code of conduct rules the dealing of personal data of the clients of insurance companies. Due to the measures described there to support data protection this code of conduct is beyond the »Declaration of Data Protection« for which your individual agreement is necessary and is beyond the requirements of the right of data protection.

The Code of Conduct has been developed by the German association for the German Insurance Companies (German: GDV – Gesamtverband der deutschen Versicherungswirtschaft) in tight co-ordination with the data protection authorities and the German association of consumer advice centers (German: vzbv – Verbraucherzentrale Bundesverband).

We have published the wording of this Code of Conduct on our website www.hallesche.de/code-of-conduct. You may furthermore see a list in the internet of the companies of our group who take part in the centralized data processing as well as service providers and agents to whom we do have not only temporary business relations (www.hallesche.de/dienstleisterliste). Please do not hesitate to contact us for a printed version thereof.

Please do not hesitate to contact our company's data protection officer who will answer your questions (address: Betrieblicher Datenschutzbeauftragter, Reinsburgstraße 10, 70178 Stuttgart, E-Mail: datenschutz@hallesche.de). With this officer you may lay your claims as far as information about the stored data of your person, the correction of your data is concerned or if these are incorrect or incomplete as well as if the cancellation or suspension of your data, if the collection, processing or usage turns out to be illegal or not to be necessary any more.

Co-insurance from birth

I am aware that the co-insurance of a newborn baby is possible without any risk assessment if the requirements of the General Insurance Conditions are fulfilled.

Entry age

Entry age is the difference between the year of birth and the calendar year in which the insurance contract comes into effect or is amended.

Compulsory Nursing Care Insurance – Total Income

Total income is the sum of all receipts as defined by the German Income Tax Law (§ 2 para. 1 Einkommensteuerrecht (EStG)). These are especially earnings and salaries – as well as income of low-wage part-time employment (German Minijobs) –, pensions, rental income, income of capital, income of self-employment or business.

The following amounts **will not be deducted**:

The age tax allowance, special expenses, extraordinary expenses, child allowance, the budget allowance and other tax-deductible amounts.

On the other hand, professional expenses **are deductible** – except for salaries taxed at a flatrate – and the savers' tax allowance on investment income. Pensions are taken into account excluding the portion attributable to compensation points for child-rearing periods. One-time payments are to be spread over all months of the year, e. g. interest payments. Profit is decisive for the self-employed. The following are not considered as income: maternity allowance, child-rearing allowance, child allowance, unemployment benefit, social security benefits, student loans (Bafög), housing benefit as well as premium allowance for health and nursing care insurance.

The income limit for non-contributory coinsurance of children or reduced premiums for spouses resp. homosexual partners amounts generally to 1/7 of the monthly reference figure as per § 18 of the German Social Legislation Book IV (SGB IV), that is a monthly € 405 (as per 1 January 2015, current value may be asked for). The income limit of € 450 per month (as per 1 January 2015, a possible more current version may be asked for) is valid in case the total income will be obtained completely or partly out of a low-wage part-time employment as per § 8 para. 1 no. 1, § 8a German SGB IV.

Delegation in the Sense of the German Social Legislation Book

a »delegation« is if a foreign employee is delegated to Germany for business reasons by his or her foreign employer for a limited period and further remains with this foreign employer.

Contract conclusion

I am aware that the insurance contract starts upon receipt of the application at Ha LLESCHE Krankenversicherung. Insurance cover exists – with reservation of any agreed health check – from the date stated on the application, but not prior to receipt of the application at Ha LLESCHE Krankenversicherung. On the other hand, the insurance may start up to two months prior to receipt of the application at Ha LLESCHE Krankenversicherung if provided

for in the General Insurance Conditions. The premiums and any necessary risk supplements are payable from the start of the insurance cover.

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

DATA PROTECTION: LIST OF SERVICE PROVIDERS

As per: January 2014

Service Providers (Categories) of HALLESCHE Krankenversicherung*

Tasks for which personal data (such as name, address) may be passed on to third parties

Transferred tasks	Agent/Service Categories
■ Verification of address	■ Address investigator, registration office
■ Catching information at the time of application and procedure	■ Credit enquiry agencies (Schufa Holding AG, Creditreform e.V., Arvato Infoscore GmbH)
■ Data carrier/file recovery	■ Waste companies
■ Printing, enveloping and dispatch	■ Printing companies and mailing companies
■ Claims management (out of court and court files)	■ Solicitors Rüdele & Fischbach ■ Fülleborn Rechtsanwalts-gesellschaft mbH
■ IT service providers (writing software programmes, user-help-desk, implementation and support of hard- and software)	■ External IT service providers
■ Marketing (analysis, market research, service studies, customer surveys, mailings)	■ Marketing/market research companies
■ Service card producers (»Card for persons privately insured«)	■ Giesecke & Devrient GmbH

Tasks for which health data may also be passed on to third parties

Transferred tasks	Agent/Service Categories
■ Assistance providers (repatriation, visits with doctors and hospitals abroad, medical consultation, medical devices)	■ MD Medicus Assistance Service GmbH ■ Providers of medical devices
■ Supervision of expatriates abroad (claiming and contractual affairs)	■ Administration service providers
■ Telephone customer service	■ SELLBYTEL Group GmbH

Corporate Data Processing of the ALTE LEIPZIGER – HALLESCHE Group of Companies

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|---|--|
| ■ ALTE LEIPZIGER Lebensversicherung a. G. | ■ ALTE LEIPZIGER Trust Investment-Gesellschaft mbH |
| ■ HALLESCHE Krankenversicherung a. G. | ■ ALTE LEIPZIGER Pensionskasse AG |
| ■ ALTE LEIPZIGER Versicherung AG | ■ ALTE LEIPZIGER Pensionsfonds AG |
| ■ RECHTSSCHUTZ UNION Schaden GmbH | ■ ALTE LEIPZIGER Pensionsmanagement GmbH |
| ■ ALTE LEIPZIGER Bauspar AG | ■ ALTE LEIPZIGER Treuhand GmbH |

To be in a position to handle any questions and issues of application, offer, contract and claim fast, effectively and cost-efficiently (e. g. classification of mailing of all kind, phone calls) the master data of the applicant, interested person and person insured of the companies of ALTE LEIPZIGER – HALLESCHE are filed in a corporate data bank.

These master data include name, address, date of birth and place of birth, customer number and insurance number, bank account, telecommunication data as well as any blocking note as regards adverts and market or opinion research.

The data processing comprises furthermore IT services as well as contracts of the use of premises and technique. Apart from that data is filed separately for the individual companies.

* List of service providers as per your »Declaration of Consent and Release from the Professional Oath of Secrecy«