

Information of the Consequences of the Violation of the Disclosure Obligation

Dear Customer,

So that we can check your application/your demand for an offer 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.

Hallesche
Krankenversicherung auf Gegenseitigkeit