

I Gokmen Oz confirm that I submitted the following information, and that it is correct. These are questions asked by the insurer Hallesche Krankenversicherung a.G. to determine the details of your coverage:

## **Tariff Info**

Tariff name	Hi.Medical S P500
Monthly cost	€138,21
Statutory surcharge (10%) for long-term cost stability	€0,00
Risk level	???
Risk surcharge	???
Addons	
Hi.Dental S	€14,88
Mandatory long-term care insurance	€64,81
Total monthly cost	€217,90
Agent number	195659

# Person insured (Applicant)

Single

What is your name?	Oz, Gokmen
What is your email address?	*******@amazon.com
What is your date of birth?	23.09.1989
What is your gender?	
Male	Yes
Female	No
Other	No
What is your address?	Lange Straße 6, Berlin 12209, DE
What is your marital status?	

No



Yes

I Gokmen Oz confirm that I submitted the following information, and that it is correct. These are questions asked by the insurer Hallesche Krankenversicherung a.G. to determine the details of your coverage:

# Person insured (Applicant) (1)

Married No Widowed No Divorced Yes

When would you like your cover to begin? 01.02.2023

Your insurance will always start on the 1st of the month that you select. You will be able to select the month previous to the current one in order to be sure that you are covered, this is just in case you were previously insured.

Are you currently living in Germany or will you move to Germany to live there by February 1st 2023?

To signup for private health insurance policy, you are required to have established a residence in Germany on or before your coverage start date. Establishing a residence means to be officially registered with an intention to stay in Germany for more than six months.

Which countries do you have citizenship in?

Turkey

What is the status of your residence permit for Germany?

I have a residence permit Yes

I have applied for a residence permit No

I will apply for a residence permit No

What type of residence permit do you have?

Limited residence permit Yes

Unlimited residence permit No

What is your passport number? U09298996

When does your passport expire? 29.05.2024

By selecting "Continue", I confirm to have answered all questions truthfully. Knowingly omitting any relevant details entitles the insurer to cancel the contract—either retroactively or from the date the omission is discovered—or change the contract in accordance with § 19 Abs. 5 VVG (Information on the consequences of the violation of the disclosure obligation).



I Gokmen Oz confirm that I submitted the following information, and that it is correct. These are questions asked by the insurer Hallesche Krankenversicherung a.G. to determine the details of your coverage:

# Person insured (Applicant) (2)

What is your telephone number? \*\*\*\*\*\*\*\*8473

By providing my phone number and clicking "Continue" I allow Feather and the underwriting insurer Hallesche Krankenversicherung a.G. to use my contact info (phone & email) to get in touch with me. Feather can still contact me even if I don't actually sign up for health insurance, however, I understand that I can withdraw my consent to be contacted easily at any time and that giving my consent is voluntary. If you would like to signup without providing a phone number please contact hello@featherinsurance.com so that we can contact you.

## **Financial History**

What is your employment status? EMPLOYED

What is your job title? Research Scientist

What is the name of your Amazon Development Center Germany employer?

GmbH

Please upload a signed copy of your work contract

Document 1 Click to download

Document 2 <u>Click to download</u>

What is your annual income in Euros before taxes? 93000

Do you have a German tax ID?

Your tax ID (steuerliche Identifikationsnummer or Steuer-ID) is a unique number automatically assigned and sent to you when you first register in Germany. This is not your tax number (Steuernummer).

- Hallesche Krankenversicherung a.G. will pass on to the tax authorities the amounts of the tax reducing health and compulsory nursing care premiums as well as the necessary personal data of you.
- We ask you to give us the tax ID in order to pass on this data. If you do not provide your tax ID, we are entitled to obtain it from the Federal Central Tax office.

Consent to submit Schufa Yes



I Gokmen Oz confirm that I submitted the following information, and that it is correct. These are questions asked by the insurer Hallesche Krankenversicherung a.G. to determine the details of your coverage:

# Financial History (1)

By selecting "Continue", I confirm to have answered all questions truthfully. Knowingly omitting any relevant details entitles the insurer to cancel the contract—either retroactively or from the date the omission is discovered—or change the contract in accordance with § 19 Abs. 5 VVG (Information on the consequences of the violation of the disclosure obligation).

## **Insurance History**

Are you currently health insured anywhere in the world?

Please enter the date at which your previous health insurance ended 31.01.2023

Have you been health insured at all times between
January 31st 2022 and January 31st 2023

Yes

By selecting "Continue", I confirm to have answered all questions truthfully. Knowingly omitting any relevant details entitles the insurer to cancel the contract—either retroactively or from the date the omission is discovered—or change the contract in accordance with § 19 Abs. 5 VVG (Information on the consequences of the violation of the disclosure obligation).



I Gokmen Oz confirm that I submitted the following information, and that it is correct. These are questions asked by the insurer Hallesche Krankenversicherung a.G. to determine the details of your coverage:

## **Important Information (1)**

#### 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.



I Gokmen Oz confirm that I submitted the following information, and that it is correct. These are questions asked by the insurer Hallesche Krankenversicherung a.G. to determine the details of your coverage:

# **Important Information (2)**

#### 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. VG 13 E - 12.14 I



I Gokmen Oz confirm that I submitted the following information, and that it is correct. These are questions asked by the insurer Hallesche Krankenversicherung a.G. to determine the details of your coverage:

## **Medical History**

By selecting "Continue", I agree my health data may be processed, transferred, and used by Feather and the underwriting provider Hallesche Krankenversicherung a.G. according to their health data protection policies. I agree to the terms about the release from confidentiality to both Feather and the underwriting provider Hallesche Krankenversicherung a.G. My health data may be collected, stored, and shared with third parties only where absolutely necessary by Feather and Hallesche Krankenversicherung a.G.

By selecting "Continue", I confirm and understand according to § 19 Abs. 5 VVG (insurance law) it is important to answer the next set of questions truthfully and not to leave out any information. I understand omitting any relevant detail shall leave the insurer entitled to rescind the contract or to allow for the contract to be canceled retroactively. Additionally, I am aware that the terms of the contract may be adjusted if I was to provide false information. I have taken note of the Dinformation regarding disclosure obligations.

How tall are you in centimeters?	175
What is your weight in kilograms?	70
Within in the past three years, have you been diagnosed, treated, or given medical advice by a medical professional or non-medical practitioner?	Yes

## **Foot injury**

Would you explain this to us in a little	lisfranc ligament tear while
more detail?	playing football

## **Medical History**

Within the last ten years, have you been admitted to a hospital for examinations, treatments or operations?	No
Have you ever been diagnosed, treated or tested positive for HIV (Human Immonodeficiency Virus) or AIDS (Aquired Immune Deficiency Syndrome)?	No
Have you received psychotherapy or has it been recommended to you within the last ten years?	No



I Gokmen Oz confirm that I submitted the following information, and that it is correct. These are questions asked by the insurer Hallesche Krankenversicherung a.G. to determine the details of your coverage:

# Medical History (1)

Within the last three years, have you been unable to produce children although you tried or received medical treatment related to an unfulfilled wish for a child?	No
Within the last three years, have you suffered from any of the fo conditions (other than what you already told us)?	llowing
Assisted care	No
Mental disorders	No
Physical defects	No
Untreated sickness or health problem	No
Substance addiction	No
None of the above	Yes
In the future, do you have plans or intentions to undergo any medical treatments?	No
Do you have any body implants, artificial joints or other artificial devices that replace a missing body part?	No
Are you suffering from any of the following?	
Chronic illness	No
Physical defects	No
Recognized physical handicap	No
Reoccuring health problems	No
None of the above	Yes
Within the last three years, have you taken any medications on a regular basis (even if just for preventive purposes)?	No
Do you wear glasses or contact lenses or have they been recommended to you?	No



I Gokmen Oz confirm that I submitted the following information, and that it is correct. These are questions asked by the insurer Hallesche Krankenversicherung a.G. to determine the details of your coverage:

## Medical History (2)

Are you currently undergoing any of the following treatments?	
Treatment for periodontal disease / parodontitis	No
Dental treatment	No
Orthodontic treatment	No
None of the above	Yes
Do you have teeth missing from your natural jaw, that have not been replaced yet?	No
Do you have any of the following?	
Bridges	No
Prosthesis	No
Crowned tooth	No
Fixed denture	No
Tooth implant	No
Other types of dentures	No
None of the above	Yes
Do you have any of the following?	
Jaw malposition	No
Misaligned teeth	No
Parodontitis / Periodontitis	No
None of the above	Yes

By selecting "Continue", I confirm to have answered all questions truthfully. Knowingly omitting any relevant details entitles the insurer to cancel the contract—either retroactively or from the date the omission is discovered—or change the contract in accordance with § 19 Abs. 5 VVG (Information on the consequences of the violation of the disclosure obligation).

# Payment Info (SEPA Direct Debit mandate)



I Gokmen Oz confirm that I submitted the following information, and that it is correct. These are questions asked by the insurer Hallesche Krankenversicherung a.G. to determine the details of your coverage:

**IBAN** number

DE12100110012823446983

By setting up direct debit I authorize Hallesche Krankenversicherung a.G. to send instructions to my bank to debit my account each month and to my bank to execute the direct debit in accordance with the instructions from Hallesche Krankenversicherung a.G. (Creditor ID: DE89ZZZ00000031444). I confirm that I am authorized to set up direct debit for this account. Hallesche Krankenversicherung a.G. will send the instructions to my bank at least six days prior to the first due date. In case of repeated direct debit with equal or fixed direct debit amounts a single information before the first direct debit and the details of the due dates is sufficient. As part of my rights, I am entitled to a refund from my bank under the terms and conditions of the agreement with my bank. A refund must be claimed within 8 weeks starting from the date on which my account was debited.

I agree to set up direct debit by SEPA mandate and confirm to have full access to the provided account.

Yes

Subscription type

Monthly

## **Confirmation of receipt**

Insurance Product Information Document (IPID)	Yes
General Information in accordance with §3 VVG-InfoV	Yes
Consequences of the violation of the disclosure obligation	Yes
Consumer Information	Yes
Part I and II of the General Insurance Conditions for Health Insurance and Hospital daily allowance insurance	Yes
Tariff Hi.Medical S	Yes
General Insurance Conditions for private mandatory long-term nursing care insurance	Yes
The Tariff calculation for private mandatory long- term nursing care insurance	Yes
Information about the Consequences of non- payment for the first monthly premium in private mandatory long-term nursing care insurance	Yes



I Gokmen Oz confirm that I submitted the following information, and that it is correct. These are questions asked by the insurer Hallesche Krankenversicherung a.G. to determine the details of your coverage:

# Confirmation of receipt (1)

I hereby confirm to have received all documents and written terms related to the health insurance contract. I give my full consent to the terms of the insurance contract.

## Right of revocation

Your cover will begin on 01.02.2023 if you click "Submit your application" but only if you have received the official confirmation of insurance coverage. A withdrawal of the contract can be declared within 14 days after receiving the official confirmation of insurance coverage.

## **Attachments**

https://storage.googleapis.com/downloads.getpopsure.com/WReKeX0f2uC4w4sRQOyXYo50-6NfjDcMQjrS11xj3aU/Employment\_Contract\_Signe.pdf

 $https://storage.googleap is.com/downloads.getpopsure.com/tyahVhBktLPZe5r-WFtqgmqEIZUnzrmy7BqF-Xcdov0/Employment\_Contract\_Signe.pdf$ 

Date and time contract was signed (via SMS confirmation): 14 February 2023, 11:55:01 (CET)





Widerrufsbelehrung

#### Section 1

# Right of Revocation, Consequences of Revocation and Specific remarks

## **Right of Revocation**

You may cancel your contractual declaration within a cancellation period of 14 days without stating the reasons in writing (e.g. letter, e-mail).

This period begins at the time you receive

- the insurance certificate,
- the insurance conditions including the general terms and conditions of insurance applicable to this contractual relationship, which in turn include the tariff provisions,
- these instructions,
- the information sheet about insurance products,
- and the further information listed in section 2; all information must be in text form.

Sending the cancellation in good time is sufficient to comply with the cancellation period.

The revocation shall be addressed to: <a href="mailto:hello@feather-insurance.com">hello@feather-insurance.com</a> or be sent by letter to the risk carrier: Hallesche Krankenversicherung a.G. Reinsburgstraße 10, 70178 Stuttgart.

#### **Consequences of Revocation**

If the cancellation is valid, the insurance cover will end. If you agreed to have the insurance begin before the cancellation period ends, the insurer must refund you the portion of the premiums that was payable for the time after receipt of the cancellation notice.

The insurer will be permitted to retain the portion of the premiums that is payable for the time up to receipt of the cancellation notice; this portion will be calculated as one-thirtieth of the total monthly premium stated on the insurance certificate for each day that insurance cover

existed. The insurer must refund repayable amounts without undue delay and no later than 30 days after receipt of the notice of cancellation.

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 return the therefrom obtained benefits (e.g. interests). If you have applied your right of cancellation to the insurance contract and it is valid, 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 revocated 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 right to cancel is void if both you and the insurer have completely fulfilled your and its obligations under the contract based on your explicit request prior to you exercising your right to cancel.

#### Section 2

# List of further information necessary for cancellation period to begin

In connection with the further information specified in section 1, second sentence, the following lists each individual information obligation:

#### Subsection 1

## Information obligations for all insurance lines

The insurer must provide the following information to you:



- 1. the identity of the insurer and any subsidiary through which the contract is intended to be signed; the insurer must also specify the companies register in which the underlying legal entity is recorded and the associated registration number
- 2. an address of the insurer that is capable of service of legal documents and every other address that is significant for the business relationship between the insurer and you; for legal entities or associations or groups of individuals: the name of a person authorised to represent the entity/association/group; if the information is communicated by sending the contractual provisions that include the general terms and conditions of the insurance: the information must be in a form that is emphasised and designed to be clear
- 3. the insurer's main business activity
- 4. information about the existence of a guarantee fund or other compensation arrangements; the name and address of the guarantee fund must be provided
- 5. the essential characteristics of the insurance benefit(s), particularly information about the nature and scope of the insurer's benefit(s) and when it/them are due
- 6. the total price of the insurance including all taxes and other pricing components, with premiums being presented individually; if the insurance is intended to comprise multiple independent policies or if an exact price cannot be provided: information about the foundations for calculating the price, allowing you to review the price
- 7. specifics about payment and fulfilment, including about how to pay the premiums

- 8. information about how the contract takes effect, especially about the beginning of the insurance and insurance cover and the duration of time for which the applicant will be bound to his or her application
- 9. the existence or non-existence of a right of cancellation and the terms and conditions, the specifics for exercising this right including the name and address of the person to whom the cancellation must be declared and the legal consequences of cancellation, including information about the amount that you might need to pay if you cancel the contract; if the information is communicated by sending the contractual provisions that include the general terms and conditions of the insurance: the information must be in a form that is emphasised and designed to be clear
- 10. a) information about the term of the contract/policy period b) information about the minimum duration of the contract
- 11. information about ending the contract, particularly information about the contractual terms and conditions for terminating it, including any penalties; if the information is communicated by sending the contractual provisions that include the general terms and conditions of the insurance: the information must be in a form that is emphasised and designed to be clear
- 12. the member states of the European Union whose laws the insurer uses as a basis for initiating relations with you before signing the insurance contract
- 13. the laws governing the contract or a contract clause about the laws or court governing the contract



- 14. the languages in which the insurance terms and conditions and the advance information specified in this subsection are communicated and the languages in which the insurer is required to conduct communication with your approval while this contract is valid
- 15. any potential recourse that you may have to an out-of-court complaints or legal redress procedure and, if applicable, the requirements for this recourse; this information must explicitly point out that your option to take legal action is not affected by such recourse
- 16. the name and address of the competent supervisory authority and information about the option to lodge a complaint with this supervisory authority

## Subsection 2 Additional information obligations for this health insurance

For this health insurance, the insurer must provide you with the following information in addition to the information set out above:

- 1. information in euros about the amount of the costs built into the premium, with the contract conclusion costs that are built into the premium being presented as a single total amount and the other builtin costs being presented as a proportion of the annual premium and the relevant policy period being spelled out with this information; for the other built-in costs, the built-in administration costs must also be presented separately as a proportion of the annual premium and the relevant policy period must be spelled out with this information
- 2. information in euros about other potential costs, in particular costs that can arise one time only or for special reasons

- 3. information about the effects of rising healthcare costs on the future development of the premium
- 4. information about the possibilities for limiting the premium amount in old age, particularly about the possibilities for switching to the basic tariff or other tariffs under § 204 of the German Insurance Contract Law and for agreeing on policy exclusions and about the possibilities for reducing the premium under § 152 Para. 3 and 4 of the German Insurance Supervision Law
- 5. information about how switching from private to public ("statutory") health insurance at an advanced age is usually prohibited
- 6. information about how switching between private health insurers or policies at an advanced age can be associated with higher premiums and, if relevant, about how switching to the basic tariff might be restricted
- 7. an overview in euros of the premium development (i.e. increases and decreases) in the ten years preceding the offer of insurance; informa - tion must be provided about what monthly premium would have been payable in each of the ten years preceding the offer of insurance if the insurance contract had been concluded in those years by a person of the same gender as you, joining the insurer at an age of 35; if the tariff on offer has not yet existed for ten years, the time at which the tariff was launched must be used as a basis and information must be provid - ed about how the meaningfulness of the overview is limited due to the short amount of time that has passed since the tariff was launched; in addition, the development of a comparable tariff that has existed for ten years must be presented. Yours Feather & Hallesche

## **Declaration of Data Protection**

#### Consent of Inquiry and Use of Health Data and Release from the Professional Oath of Secrecy

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. Hallesche Krankenversicherung therefore requires your consent concerning data protection matters in order to inquire your health data for this application resp. demand for an offer and to use them for your contract.

Furthermore, Hallesche 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 private health insurance company Hallesche 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.

You are free not to submit your consent/release from confidentiality or to revoke it at the address provided above at any time with effect for the future. We do, though, want to make you aware of the fact that the conclusion or execution of a contract of insurance will usually not be possible without the processing of health data.

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

- by Hallesche Krankenversicherung directly (see 1.),
- in connection with the enquiry with third parties (see 2.),
- as far as the passing on to bodies different from Hallesche 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. Hallesche's Inquiry, Storage and Use of Health Data Given by You

I agree that Hallesche Krankenversicherung inquires, stores and uses health data given by me in this application resp. demand for an offer and given in future as far as they are necessary for the verification of the application resp. demand for an offer 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 Hallesche 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. Hallesche 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 Hallesche 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 Hallesche Krankenversicherung and to passing on of my health data to Hallesche 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 resp. demand for an offer or the verification of the obligation to pay.

As far as the declarations above concern any details of my application resp. demand for an offer these are valid for the period of three years after the conclusion of the contract. If Hallesche 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 Hallesche 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 resp. demand for an offer 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 Hallesche 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 resp. demand for an offer and to use these information for this purpose.

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 resp. insurance demands for an offer and contracts will be sent to Hallesche Krankenversicherung from a period of up to ten years before my applying to Hallesche Krankenversicherung.

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

As far as the declarations above concern any details of my application resp. demand for an offer these are valid for the period of three years after the conclusion of the contract. If Hallesche 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.

#### Passing on of Your Health Data and Further Data Protected as per §203 of the German Penal Code outside Hallesche Krankenversicherung

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

#### 3.1. 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. Hallesche 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 Hallesche 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 Hallesche 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 Hallesche Krankenversicherung and medical experts from their professional oath of secrecy.

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

Hallesche 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 – Hallesche group or any other body. If data protected as per § 203 of the German Penal Code are passed on for these tasks, Hallesche Krankenversicherung requires your release from the professional oath of secrecy for itself and if necessary for the other bodies.

Hallesche Krankenversicherung has a list which is continually updated mentioning all the bodies and categories of bodies which collect, handle or use health data for Hallesche 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: Hallesche Krankenversicherung a.G., Reinsburgstraße 10, 70178 Stuttgart) or on the phone on 0800 3020-100.

Hallesche 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 Hallesche 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 Hallesche Krankenversicherung may do this. If necessary, I release the employees of Alte Leipziger – Hallesche 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 Hallesche 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 Hallesche Krankenversicherung passes on your insurance application resp. insurance demand for an offer 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 Hallesche 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 Hallesche 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 reinsurers.

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

I agree that my health data is passed on to re-insurers – as far as necessary – and is used for the mentioned purposes. As far as necessary, I release the persons working for Hallesche 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, Hallesche 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 before the passing on of your health data as well as about your possibility to contradict.

I agree that Hallesche 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.

My agreement is valid accordingly for the passing on of data and the data processing of broker pools or other service providers (such as the operators of software to compare insurance products, of administration programmes for brokers) which my broker intervenes for the conclusion and the administration of my insurance contracts. I may ask for the respective service providers with my broker.

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

If the contract is not concluded, Hallesche 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. Hallesche Krankenversicherung also stores your data to be in a position to answer possible questions of further insurers. Your data will be stored with Hallesche Krankenversicherung up to the end of the third calendar year after the year of application resp. demand for an offer.

I agree that Hallesche 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 resp. demand for an offer for the above purposes.

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

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 resp. offer. This verification is only effected if it is necessary.

Hallesche 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 Hallesche 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 resp. demand for an offer – with doctors, nursing persons as well as staff of hospitals, other clinics, nursing homes, personal insurers, statutory health insurers, trade associations and public authorities mentioned in this application resp. demand for an offer.

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 resp. demands for an offer and contracts are passed on to Hallesche Krankenversicherung of a period of up to ten years before my application resp. demand for an offer.

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 Hallesche Krankenversicherung to these companies and persons and also release the persons working for Hallesche Krankenversicherung from their professional oath of secrecy already at present.

## III. Consent to the Obtaining of Credit Information and the Use of the Results

In order to evaluate your general payment behaviour, we obtain information from credit agencies (e.g. SCHUFA) as far as is necessary to safeguard our legitimate interests. Further information concerning SCHUFA, please refer to the attached SCHUFA information sheet.

l 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 handling of the application resp. demand for an offer, contract
  and claims so that Hallesche Krankenversicherung directly collects
  information about my general payment behaviour. This may also be
  effected by a company of the Alte Leipziger Hallesche group or a
  credit agency (e. g. SCHUFA).
- for the handling of the application resp. demand for an offer, contract
  and claims so that Hallesche Krankenversicherung or a credit agency
  collects information about my solvency or about the customer relation
  (scoring) on the basis of mathematical-statistical proceedings.

Furthermore, I consent to the re-evaluation of the results of my creditworthiness check during the first five years of the term of this contract in order to check and improve the acceptance guidelines or other measures protecting the community of insured persons.

## IV. Information on the Implementation of the General Data Protection Regulation (EU)

The General Data Protection Regulation (GDPR, German: EU-Datenschutz-Grundverordnung DSGVO) came into effect on 25 May 2018 in all member states of the European Union.

The GDPR standardises the rules for the processing of personal data. Thus, the protection of personal data is guaranteed and free data traffic within the European Union is ensured.

The new GDPR regulations especially provide a high degree of transparency in data processing and extensive rights for the people involved.

For further information on data protection, please check our website: www.hallesche.de/datenschutz.

With these notes we inform you about the processing of your personal data by the Hallesche and the rights you are entitled to according to data protection law.

#### 1. Person Responsible for Data Processing

Hallesche Krankenversicherung a. G. Reinsburgstraße 10 70178 Stuttgart Phone: 0711 6603-0 Fax: 0711 6603-333 email address: service@hallesche.de

You can contact our data protection officer by post using the address mentioned above and adding "Datenschutzbeauftragter", or via email: datenschutz@hallesche.de.

#### 2. Purpose and Legal Basis of Data Processing

We process your personal data in accordance with the General Data Protection Regulation (GDPR), the Federal Data Protection Law, the clauses of the Insurance Contract Law regarding data protection law, and all other significant laws. Furthermore, our company is committed to the "Rules of conduct in handling personal data in the German insurance industry" which state the laws mentioned above more precisely for the insurance industry. You can call them up on the internet: www.hallesche.de/code-of-conduct.

If you put in an application resp. a demand for an offer for insurance coverage, we need the details you give us in order to complete the contract and to assess the risks we are taking. If an insurance contract is achieved, we will process this data in order to carry out the contractual relationship,

e.g. for policy issue or invoicing. For example, in case of a claim we need details in order to be able to check whether an event covered by insurance has occurred and how high the reimbursement will be.

## The completion or execution of the insurance contract is not possible without processing your personal data.

Furthermore, we need your personal data in order to create insurancespecific statistics, e.g. for the development of new tariffs or to carry out regulatory guidelines. We use the data of all existing contracts with us to get an overall impression of the customer relations, for example to advise on modifying or adding something to a contract, to make decisions about goodwill gestures or to provide detailed information.

The processing of personal data for pre-contractual and contractual purposes is legally based on Article 6(1)(b) of the GDPR. If this requires a special category of personal data (e.g. your health data at the time of the conclusion of a life insurance contract), we will ask for your consent according to Article 9(2)(a) in conjunction with Article 7 of the GDPR. If we use these data categories in order to create statistics, it will be on the basis of Article 9(2)(j) of the GDPR in conjunction with section 27 of the Federal Data Protection Law.

We also process your data to safeguard our legitimate interests or those of third parties (Article 6(1)(f) of the GDPR). This may especially be necessary

- in order to ensure IT safety and IT operations,
- in order to advertise our own insurance products and other products of the companies of the Alte Leipziger – Hallesche group or for conducting market and opinion surveys,
- in order to prevent and investigate criminal offenses, we particularly use data analysis to find indications of insurance fraud.

In addition to that, we use your personal data to carry out legal obligations like regulatory guidelines, the obligation to preserve business records pursuant to commercial or tax law or our legal duty to give advice. In this case, the processing is legally based on the respective legal regulations in conjunction with Article 6(1)(c) of the GDPR.

Should we want to use your personal data for a purpose not mentioned above, we will inform you beforehand in accordance with the legal regulations

#### 3. Categories of Recipients of Personal Data

#### Reinsurers:

We insure our assumed risks with special insurance companies (reinsurers). In order to do this, it may be necessary to share information on your contract and, if need be, claims data with a reinsurer in order for him to get an idea of the risk or the claim.

The Hallesche Krankenversicherung will inform you about any conveyance of your health data to reinsurers and will ask you for your consent.

#### Agents

As far as your insurance contracts are managed by an agent, your agent may process the application, bidding, contractual and performance data necessary to conclude and execute the contract. Our company may, too, share this data with the agents responsible for you as far as they need this information to advise you on and manage your insurance and financial service matters.

## Data Processing in the Alte Leipziger – Hallesche group:

Specialised companies or departments of our ALH group exercise particular tasks concerning data processing for the affiliated companies of the ALH group.

As far as there is an insurance contract between you and one or more companies of the ALH group, your data can be processed centrally by one of the companies of the ALH group, for example to manage address information, for the customer service by phone, to process contractual and performance data, for collection and disbursement, or for mail processing. You can find all companies taking part in central data processing on our list of service providers.

#### External Service Providers:

We partly use external service providers in order to carry out our contractual and legal obligations.

You can find a list of all our principals and service providers (with whom our business relations are not just temporary) in the schedule or the latest version on the internet: www.hallesche.de/dienstleisterliste.

#### Other Recipients:

In addition, we may share your personal data with other recipients such as public authorities to comply with legal disclosure requirements (e.g. social security agencies, tax authorities or prosecution services).

#### 4. Duration of Data Storing

We will delete your personal data as soon as it is no longer needed for the purposes mentioned above. It may happen that this personal data will be stored as long as claims can be made from our company (statutory limitation of three up to thirty years). Furthermore, we store your personal data as far as we are legally required to do so. The relevant accountability and obligations to preserve business records result, among other things, from the Commercial Code, the tax code and the money laundering law. Thereafter, the storage periods may be up to ten years after the end of the contract.

#### 5. Rights of the Persons Affected

You may request information on your personal data at the address mentioned above. Furthermore, you may under certain circumstances demand the correction or deletion of your data. In addition, you may have the right to limit the processing of your data as well as the right to disclosure of the data provided by you in a structured, common and machine-readable format

#### Right of Opposition

You have the right to object to the processing of your data for advertising purposes.

If we process your data in order to safeguard legitimate interests, you may object to this processing if reasons arise from your particular situation that speak against data processing.

#### 6. Right of Appeal

You may direct a complaint to the data protection officer mentioned above or to the data protection authority. The data protection authority in charge is:

Der Landesbeauftragte für den Datenschutz und die Informationsfreiheit Königstraße 10a 70173 Stuttgart

#### 7. Obtaining of Credit Information

As far as is necessary to safeguard our legitimate interests, we may call up information from SCHUFA in order to evaluate your general payment behaviour.

#### 8. Data Transfer to a Third Country

Should we share personal data with a service provider outside of the European Economic Area, this will only happen if this third country is attested a sufficient level of data protection by the EU Commission or if there are other data protection guarantees (e.g. binding data protection rules within the company or EU standard contractual clauses).

#### 9. Automated Decisions in Individual Cases

Concerning our obligation to perform a contract, we partly make automated decisions based on your information provided on the claim, data stored in connection with the insurance contract, and, if need be, information provided by third parties. Thus, we hope to reduce handling time. This is an automated and standardised testing in the form of rule-bound processing steps. The decisions are, for instance, based on the use of binding negotiated regulations and universally applicable regulation fees.

If the testing results in a negative decision, we will inform you about the reasons in our advice for payment. According to the legal regulations of the General Data Protection Regulation, you then have the right to file an objection against the testing results. The main reason for the objection will be examined and ruled manually.

## **Data Protection: List of Service Providers**

As per: June 2022

# 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	<ul> <li>Credit reference agencies:</li> <li>Schufa Holding AG, Wiesbaden</li> <li>Creditreform e. V., Neuss</li> <li>Arvato Infoscore GmbH, Baden-Baden</li> </ul>
<ul> <li>Providing support to insured persons and processing applications for cost assumption and reimbursement applications for compulsory long-term care insurance</li> </ul>	• LM+ Leistungsmanagement GmbH, Köln
Data carrier/file recovery	<ul><li>Waste companies</li><li>documentus GmbH, Stuttgart</li></ul>
Digital communications	<ul><li>Serviceware SE, Bad Camberg</li><li>mailingwork GmbH, Oederan</li></ul>
Printing, enveloping and dispatch	Printing companies and mailing companies
<ul> <li>Holding online conferences and providing a conference platform</li> </ul>	<ul> <li>CSN Communication Service Network GmbH, Düsseldorf</li> </ul>
• "fin4u" end customer platform	• fundsaccess AG, BANKSapi GmbH, München
• "hallesche4u" end customer platform	• SDA SE Open Industry Solutions, Hamburg
Corporate customer portal for company health insurance	• eVorsorge Systems GmbH, München
Claims management (out of court and court files such as foreclosure)	<ul> <li>Fülleborn Rechtsanwaltsgesellschaft mbH, Hamburg</li> <li>KSP Kanzlei Dr. Seegers, Dr. Frankenheim Rechtsanwaltsgesellschaft mbH, Hamburg</li> <li>REAL Solution Inkasso GmbH &amp; Co. KG, Hamburg</li> </ul>
Real estate	<ul> <li>Management companies, caretaking services, tradespeople, settlement companies, architects, specialist lawyers, real estate agents, IT service providers, project developers</li> </ul>
<ul> <li>IT service providers (writing software programmes, user-help-desk, implementation and support of hard- and software, archiving of data which is subject to record retention obligations, system advice and support)</li> </ul>	• External IT service providers
Market research (market analysis, service studies, customer surveys, including as part of ratings)	<ul> <li>Marketing-/market research companies, rating agencies</li> <li>ASSEKURATA (rating agency), Köln</li> </ul>
Service card producers ("Card for persons privately insured")	Giesecke & Devrient GmbH, München
Fiduciary activities	• Trust companies
Video consultation (provision of infrastructure for web-based video chats)	• Flexperto, Frankfurt a. M.

<sup>10</sup>F - 06.2

<sup>\*</sup> List of service providers as per your "Declaration of Data Protection/Declaration of Consent and Release from the Professional Oath of Secrecy"

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

#### Transferred tasks

- Assistance providers (repatriation, visits with doctors and hospitals within the country and abroad, information on medical service providers within the country, medical advice and video consultation, scheduled appointments with practitioners within the country, health care services/settlements, check of the medical invoices, medical devices)
- Supervision of expatriates abroad (claiming and contractual affairs)
- Drawing up of medical reports, contracting of medical check-ups
- · Legal advice
- Telephony and supporting customer service
- Translating of foreign-language invoices
- Tracking of incoming mail relating to business transactions (electronic and manual)

#### **Agent/Service Categories**

- MD Medicus Assistance Service GmbH, Ludwigshafen
- Malteser Hilfsdienst gemeinnützige GmbH, Köln
- Global Medical Management Inc. (GMMI), Pembroke Pines, Florida (USA)
- Providers of medical devices
- MD Medicus Assistance Service GmbH, Ludwigshafen
- Henner Group, Paris
- Hallesche medical service
- Medical experts
- Lawyers
- Webhelp Holding Germany GmbH, Nürnberg
- Translation agencies
- IBM Deutschland, Ehningen
- Digi-Texx, München

## Data processing of the Alte Leipziger – Hallesche Group (ALH Group)

## The ALH Group comprises the following companies

- Alte Leipziger Lebensversicherung a. G.
- Hallesche Krankenversicherung a. G.
- Alte Leipziger Versicherung AG
- Alte Leipziger Holding AG
- Alte Leipziger Bauspar AG

- Alte Leipziger Trust Investment-Gesellschaft mbH
- Alte Leipziger Treuhand GmbH
- Alte Leipziger Pensionskasse AG
- Alte Leipziger Pensionsfonds AG
- Alte Leipziger Pensionsmanagement GmbH

## Joint processing of master data

- Pursuant to the "Code of Conduct" (behavior rules for the handling of personal data by the German insurance sector), this master data includes name, address, date and place of birth, customer number and insurance policy number, occupation, marital status, legal representatives, information on the kinds of existing contracts, the capacity of the persons involved (e.g. insurance holder, main person insured, contributor, payee), bank details, telecommunication data, blocking notes (regarding advertising and market/opinion research) and other objections, power of attorney and care arrangements, responsible agents.
- In order to be able to process matters concerning the execution of applications, registrations, offers, contracts and services quickly, effectively and economically (e.g. the appropriation of mail and incoming phone calls), the master data of the policy holder and main person insured and the insured persons of the ALH Group may be kept in a shared database.
- The data of the various ALH Group companies is otherwise stored and used separately in accordance with the principle of business segregation as required by the supervisory authorities.

#### Processing of personal data within the ALH Group

• Certain tasks within the ALH Group are performed Group-wide. These may require the processing of personal data. The processing is then legitimated by Article 6, paragraph 1, point (f), of the GDPR (legitimate interests) or via an arrangement through responsibilities defined in the employment contract or by means of an agreement pursuant to Article 26 of the GDPR (jointly responsible parties) or Article 28 of the GDPR (commissioned processing).

This applies to the following activities:

- Company data protection
- Business organisation
- Compliance
- Real estate management
- Information security officer
- Internal auditing
- IT technology
- Marketing
- Human resourcesAccounting
- Legal department
- Risk management
- Sales administration
- Management Board

**Please note:** in the event that we forward data on to service providers outside of the European Economic Area (EEA), we do so only when the EU Commission has confirmed that the third country offers an adequate level of data protection or when adequate data-protection guarantees (e.g. binding internal corporate data-protection regulations or EU standard contract clauses) are in place. You can request the relevant information from us.

## **SCHUFA Information**

As per: 07.2020

## 1. Name and contact details for the controller and the company data protection officer

SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden, Tel.: +49 (0) 6 11-92 78 0

The company data protection officer may be reached at the address listed above, attention Data Protection Department or by e-mail at datenschutz@schufa.de.

## 2. Data processing by SCHUFA

#### 2.1 Purposes of data processing and legitimate interests pursued by SCHUFA or a third party

SCHUFA processes personal data in order to provide authorised recipients with information for assessing the creditworthiness of natural and legal persons. Scores are also determined and transmitted for this purpose. It only makes this information available if a legitimate interest in such information has been credibly presented in a specific case and processing is lawful based on a weighing of interests. There is a legitimate interest in particular prior to entry into transactions that carry a financial risk of default. The creditworthiness check serves to protect recipients from losses in the lending business and at the same time makes it possible to protect borrowers from excessive indebtedness by providing advice. In addition, this data is processed for fraud prevention, legitimacy checks, money laundering prevention, identity and age checks, address identification, customer service or risk management as well as setting rates and conditions. In addition to the purposes referred to above, SCHUFA also processes personal data for internal purposes (e.g., assertion of legal claims and defence in the event of legal disputes, continued development of services and products, research and development, in particular to carry out internal research projects (e.g., SCHUFA Credit Compass) or to participate in national and international external research projects related to the processing purposes referred to above, and to safeguard IT security and operations). The legitimate interest related to the foregoing is based on the respective purposes and is otherwise of an economic nature (e.g., efficient task fulfilment, avoidance of legal risks). Anonymised data may also be processed. SCHUFA will inform you of any changes to the purposes for which data is processed in accordance with Art. 14(4) GDPR.

#### 2.2 Legal bases for data processing

SCHUFA processes personal data on the basis of the provisions of the General Data Protection Regulation and the German Federal Data Protection Act. Processing is carried out on the basis of consent (Art. 6(1)(a) GDPR) and on the basis of Art. (1)(f) GDPR, insofar as processing is necessary in pursuit of the legitimate interests of the data controller, or of a third party, and does not outweigh the legitimate interests or fundamental rights and freedoms of the data subject. Consents can be withdrawn at any time vis-à-vis the respective contractual partner. This also applies to any consent granted before the effective date of the GDPR. The withdrawal of the consent does not affect the lawfulness of personal data processing performed prior to such withdrawal.

#### 2.3 Origin of data

SCHUFA receives some of its data from its contractual partners. These comprise institutions, financial companies and payment service providers domiciled in the European Economic Area and in Switzerland as well as in other third countries (provided that the European Commission has issued a corresponding adequacy decision) that bear a financial default risk (e.g. banks, savings banks, cooperative banks, credit card, factoring and leasing companies) as well as other contractual partners who use SCHUFA products for the purposes specified under Section 2.1, in particular from the (mail order) trade, e-commerce, service, rental, energy supply, telecommunications, insurance or collection sectors. In addition, SCHUFA processes information from generally accessible sources such as public directories and official notices (e.g., debtor directories, insolvency announcements) or from compliance lists (e.g. lists of politically exposed persons and sanctions lists) as well as from data suppliers. SCHUFA may also store personal data provided directly by data subjects following appropriate communication and review.

#### 2.4 Categories of personal data subject to processing

- Personal data, e.g., last name (if applicable, also prior last names, which will be provided upon separate request), first name, date of birth, place of birth, address, previous addresses
- Information on the initiation and execution of a transaction in accordance with the contract (e.g., current accounts, instalment credits, credit cards, accounts exempt from garnishment, basic accounts)
- Information on unfulfilled payment obligations, such as claims that are undisputed, due for payment and repeatedly dunned or claims reduced to judgement and their settlement
- Information on abusive or other fraudulent conduct such as identity or credit fraud
- Information from generally accessible sources (e.g., debtor directories, insolvency announcements)
- Data from compliance lists
- Information on whether and in which function an entry on a public figure exists in generally accessible sources with corresponding personal data
- Address data
- Scores

## 2.5 Categories of recipients of personal data

Recipients are contractual partners within the meaning of Section 2.3 domiciled in the European Economic Area, in Switzerland and, if applicable, in other third countries (provided that a corresponding European Commission adequacy decision is available for the respective partner). Additional recipients may include external contractors of SCHUFA according to Art. 28 GDPR as well as external and internal SCHUFA bodies. SCHUFA is also subject to the statutory powers of intervention on the part of state authorities.

#### 2.6 Data retention period

SCHUFA stores information about persons only for a certain period. The decisive criterion for determining this duration is the necessity of processing for the purposes described above. Specifically, retention periods are specified in a Code of Conduct for the Association of Credit Bureaus "Die Wirtschaftsauskunfteien e. V." (available at www.schufa.de/loeschfristen). Information about queries is deleted after exactly twelve months.

## 3. Rights of data subjects

In relation to SCHUFA, every data subject has the right of access pursuant to Art. 15 GDPR, the right of rectification pursuant to Art. 16 GDPR, the right to erasure pursuant to Art. 17 GDPR and the right to restrict processing pursuant to Art. 18 GDPR. SCHUFA has set up a Private Customer Service Center for requests by data subjects which can be reached in writing at SCHUFA Holding AG, Private Customer Service Center, PO Box 10 34 41, 50474 Cologne, Germany, by telephone at +49 (0) 6 11-92 78 0 and via an inquiry form at www.schufa.de/rueckfrageformular. In addition, it is also possible to contact the supervisory authority responsible for SCHUFA, the Commissioner for Data Protection and Freedom of Information for the State of Hesse. Consents can be withdrawn at any time vis-à-vis the respective contractual partner.

According to Art. 21(1) GDPR, an assertion to data processing may be made based on the particular situation of the data subject. An objection can be submitted informally and is to be addressed to SCHUFA Holding AG, Privatkunden ServiceCenter, PO Box 10 34 41, 50474 Cologne.

## 4. Profile development (scoring)

In addition to providing information about data stored about a person, SCHUFA supports its contractual partners in their decision-making process by developing profiles, in particular by means of "scores". This helps, for example, by making it possible to quickly make everyday credit-related decisions. The generic term profile development concerns the processing of personal data by analysing certain aspects relating to an individual. Particular importance is attached to "scoring" in the context of credit assessment and fraud prevention. However, scoring can also serve to fulfil other purposes mentioned in Section 2.1 of this SCHUFA Notification. Scoring is the process of forecasting future events and behaviour on the basis of information that has been collected and past experience. An assignment is made to statistical groups of persons who had similar data bases in the past on the basis of personal data maintained by SCHUFA that concern an individual.

In addition to the logistic regression method that has been used for many years in the area of credit scoring, SCHUFA can also use scoring methods from the categories of complex non-linear methods or expert-based methods. It is always of particular importance to SCHUFA that the methods used are mathematically and statistically recognised and scientifically sound. Independent external experts have confirmed the scientific validity of these methods to us. In addition, procedures in use are disclosed to the competent supervisory authority. For SCHUFA, regularly checking the quality and currency of procedures in use, and making appropriate updates, is a matter of course.

Creditworthiness scores are determined by SCHUFA on the basis of data stored by SCHUFA relating to a specific person. These data are likewise shown in the data copy according to Art. 15 GDPR. An assignment is then made to statistical groups of persons who had similar data bases in the past on the basis of personal data maintained by SCHUFA. Stored data is aggregated into so-called data types that may be viewed at www.schufa.de/scoring-faq in order to determine creditworthiness scores. Additional data types may be included for determining scores for other purposes. Information on nationality or particularly sensitive data in accordance with Art. 9 GDPR (e.g., ethnic origin or information on political or religious attitudes) is not retained by SCHUFA and is therefore not available for profile development. Similarly, the assertion of rights of data subjects based on the GDPR, such as access to data concerning the data subject maintained by SCHUFA under Art. 15 GDPR, has no influence on profile development. In addition, SCHUFA takes the provisions of section 31 Federal Data Protection Act (BDSG) into account when computing a score.

The probability with which a person will repay a mortgage loan, for example, does not have to correspond to the probability with which they will pay a mail order bill on time. For this reason, SCHUFA offers its contractual partners various sector-specific or even customer-specific scoring models. Score are constantly changing, as data stored by SCHUFA is also constantly changing. Thus, new data are added while others are deleted based on retention periods. In addition, the data itself also changes over time (e.g., the duration of a business relationship), so that changes can occur even without new data.

Please note: SCHUFA does not make any decisions itself. It merely supports affiliated contractual partners in their decision-making process by providing information and creating profiles. The decision for or against a transaction, however, is made solely by the direct business partner. This is the case even if it relies solely on the information supplied by SCHUFA. Further information on profile formation and scoring at SCHUFA (e.g., on the procedures currently in use) can be found at www.schufa.de/scoring-fag.

## User information

#### Hallesche - your partner

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

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

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

#### Visitor address (also for legal notices)

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

Managing director: Christoph Bohn

#### Address for correspondence

Hallesche 70166 Stuttgart

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

Telephone: 0800 3020-100, Fax: 0711 6603-333, E-Mail: service@hallesche.de, Internet: www.hallesche.de

#### Guarantee fund

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

#### **Regulatory authority**

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

#### Important features of your insurance policy

The current terms of insurance are valid for the tariffs chosen by you:

- The tariff (plus any special terms and conditions) describes the insurance benefits in detail.
- The General Terms of Insurance (GTI) complete the tariff regulations.

You will find the most important features of your insurance benefits

on page 1 of the tariff, the exact contract details in the tariff and in the GTI under "Object, extent and validity of insurance coverage" and "Extent of duty to pay benefits".

You are entitled for the insurance benefits as soon as we will have collected all necessary requests concerning your event insured against. Our duty to pay benefits is satisfied once payment has been credited to the account of the policy holder or

of a person entitled to receive the benefits. Detailed provisions covering the due date for the payment of insurance benefits are given in the GTI under "Payment of insurance benefits".

#### Total cost of your insurance

The total price of your insurance is mentioned in the application or on the insurance certificate attached to the quotation document. There are no other additional costs, taxes or charges. The amount shown on your insurance certificate may differ from that on the application if, for example, it was wrongly stated on the application. Any possible risk surcharge will be agreed with you in writing in a separate declaration. Any quotation you may already have of Hallesche will have been taken into account where necessary.

#### Payment of premiums

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

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

Please note: The total yearly or single premium is due for the short-term health insurance coverage abroad. Only the direct debiting system is possible.

Full regulatory details relating to premium payment dates are given in the GTI under "Payment of premiums".

## Implementation of your insurance contract

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

- Have you received all relevant documentation before submitting your application, or have you expressly waived this?
   Your insurance contract will come into effect as soon as you will receive a written statement of acceptance or your insurance certificate from us.
- 2. Have you requested a quotation of Hallesche, and received a quotation in response?
  - Your insurance contract will come into force once you have signed the statement of acceptance and confirmation of receipt, and returned them to Hallesche within the stated period and without amendment. The date of receipt by Hallesche of your statement of acceptance will be applicable.

#### Commencement of coverage

Insurance coverage will start on the day of commencement mentioned on the application/quotation, however not before the date on which the insurance contract has come into effect and not prior to the expiry of any qualifying periods mentioned in the GTI.

Payment will not be made for insurance events occurring prior to the start of insurance coverage, unless such events occur after the signing of the contract but prior to the start of insurance coverage. Such events are not excluded completely; only

the part that occurs in the period between the signing of the contract and the start of insurance coverage or qualifying periods is excluded from liability to pay benefits.

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

You can find more information on the commencement of insurance coverage in the GTI under "Commencement of coverage", and – where specified – under "Qualifying periods".

#### Term of contract; termination options

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

The options for terminating the contract, in particular the contractual conditions of termination, are given, depending on the tariff chosen, in the GTI under "Other reasons for termination", "Cancellation/termination by the policy holder", "Consequences of violation of obligation" and "Cancellation by the insurer". This last section also specifies the minimum duration that applies to the contract.

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

The insurer is entitled, in the event of a pre-contractual violation of obligation to disclose, to withdraw from or cancel the contract. In the event of fraudulent misrepresentation at the time the contract was signed, the insurer can also challenge the contract.

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

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

## Contractual language, applicable law, place of jurisdiction

The language used for the contractual relationship and in communications during the term of the contract is German unless otherwise agreed. Your insurance contract is covered by the provisions of German law. The place of jurisdiction is given in the GTI under "Place of jurisdiction".

#### **Grievance procedures**

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

Hallesche Customer Service Telephone: 0800 3020-100, Fax: 0711 6603-333, E-Mail: service@hallesche.de

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

#### **Settlement of Disputes Out-of-court**

Hallesche Krankenversicherung a. G. takes part in the settlement of disputes for customers "OMBUDSMANN Private Krankenund Pflegeversicherung", which you may contact:

OMBUDSMANN Private Kranken- und Pflegeversicherung Post office box 06 02 22

10052 Berlin

Telephone: 0800 2550-444 (free of charge of German phone networks)

Fax: 030 2045-8931

E-Mail: ombudsmann@pkv-ombudsmann.de Internet: www.pkv-ombudsmann.de

The condition for the arbitration procedure with the Ombudsmann is that

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

If you have taken out your contract online, e.g. via our website, you may use the platform of the European Commission for Online Settlements of Disputes. This platform is available on: http://ec.europa.eu/consumers/odr/

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

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

# Additional information for substitutive health insurance (full medical expenses insurance and daily sick pay insurance)

#### Medical expenses and increase in premiums

The "price-performance ratio" is a quality feature whose importance we underline by our policy of keeping contributions at an established level. Changes to premiums have been modest over the past few years compared to the rest of the market.

However modest they may be, adjustments to premiums are never welcome initially. They are, however, necessary when we bear in mind that

- Germany has one of the best but also one of the most expensive – healthcare systems in the world.
- developments in medicine bring ever more opportunities, but also cost more.
- such medical progress means that the scope of your insurance covers is greater.
- life expectancy is rising all the time happily!

We cannot exercise any direct influence in the healthcare sector on how costs increase, but Hallesche makes use of considerable financial resources in order to reduce their effects on your premiums.

#### Options and methods for limiting premium payments in old age

The capital coverage system means that an age reserve is set up for the policy holder from the outset. This reserve is invested for the policy holder's later years, making it possible to keep premiums down. In addition there are many other options for limiting premium payments by older people:

- By using the Hallesche MBZflex amended premium system, you yourself can reduce your health insurance payments in your later years. The principle is a simple one: pay more today, pay less when you are older.
- In the case of comprehensive insurance, a mandatory surcharge of 10% is levied between the ages of 21 and 60, and this is placed in the age reserve. This is used to restrict premium adjustments from age 65 onwards.
- Interest gained on the age reserve is credited to the policy holder (additional appreciation), and also helps to reduce premium adjustments.
- The daily sick pay allowance ceases once the policy holder is no longer working, resulting in an automatic reduction in premiums.
- You can request a contribution for your payment from your pension insurance provider. This is one-half of the average general premium rate of the GKV (statutory health insurance) on the state pension, up to a maximum of half of the premium payable.
- You can also reduce your premium by changing to a different tariff, for example by increasing your voluntary excess. Furthermore Hallesche offers the standard basic tariff. This basic coverage is limited to the level of benefits of the statutory health insurance. The premium is limited to the maximum contribution of the statutory health insurance. In case of hardship the premium may be divided in half.

The decision for the basic tariff should only be taken in certain exceptional cases. Persons insured may change to the basic tariff, if the conclusion of the comprehensive health insurance cover-

age with Hallesche has been effected from 1 January 2009 on or if the person insured has reached the age of 55. On certain conditions persons insured under the age of 55 may change to the basic tariff if they obtain a pension by the statutory pension scheme or if they are needy.

Apart from that Hallesche offers the standard tariff for all contracts concluded before 1 January 2009. The premium is limited to the maximum contribution of the statutory health insurance. The persons insured may change to the standard tariff if they have reached the age of 65 and if they have been insured in the substitute health insurance for at least 10 years.

#### Switching to the GKV (statutory health insurance)

It is possible under certain limited circumstances to switch from private to statutory health insurance, for example if you accept a job which pays below the minimum annual wage, or if you become unemployed. It is not normally possible to change over after the age of 55.

#### Switching to a different private health insurance scheme

Switching within the private health insurance system may incur higher premium payments, particularly for older people. It may only be possible for you to change to the basic tariff where applicable.

#### Acquisition costs of your insurance contract

For the substitutive health insurance (comprehensive health insurance and possibly a daily indemnity coverage agreed upon in addition), you will find information on acquisition costs, and the other costs included in the premium, on the enclosed product information sheet. You will incur no further costs in addition to these.

#### Surcharge of Premiums for Non-insured Persons

From 1 January 2009 on each person with a residence in Germany has to be health insured.

If this obligation is not met, a one-off surcharge has to be paid for the period of non-insurance in addition to the premium to be paid. Please see the General Conditions of Insurance ("payment of premiums") for the details. We shall inform you about a possible surcharge of premiums separately.

#### Schedule of premium payments

For the substitutive health insurance (comprehensive health insurance and possibly a daily indemnity coverage agreed upon in addition), you will find information on the development of the premiums on the enclosed information sheet.

# Information sheet from the Bundesanstalt für Finanzdienstleistungsaufsicht

The terminology used in the press and other public media when referring to private and statutory health insurance requires some explanation. The purpose of this information sheet is to give a brief explanation of the principles behind private and statutory health insurance schemes.

#### 1. Principles of statutory health insurance

Statutory health insurance provision is governed by the solidarity principle. This means that the level of contributions does not primarily depend on a level of payments essentially determined by law, but on an individual member's ability to pay, established by specific flatrate requirements. The premiums are normally assessed as a percentage of income.

In addition, insurance payments are collected on a pay-as-youearn basis, which means that all expenditure in a calendar year is covered by the payments received in that year. No reserves are built up apart from a statutory reserve.

Under certain conditions, spouses and children are included in the insurance coverage without having to pay their own premi-

#### 2. Principles of private health insurance

In private health insurance, each insured person pays his or her own contributions. The level of premiums is governed by the age and state of health of the insured person when the contract is taken out, and by the agreed premium scale. The premiums charged are in line with the risks, which are calculated on actuarial principles.

The increased use of healthcare services that comes with increased age is covered by an age reserve. The calculation is based on the assumption that the costs of healthcare will not increase, and that premiums will not rise solely on the grounds that the policy holder is growing older. This calculation procedure is referred to as an expectancy cover or capital cover process.

Changing from one private health insurance company to another is normally possible at the end of an insurance year. When changing, it should be remembered that an insurance company is not under any obligation to accept you, except in the basic tariff, and that the new insurer will carry out its own healthscreening, and will charge premiums on the basis of your age at the time. Parts of the calculated accruals for old-age may be transfered to the new insurer<sup>1</sup>. The remaining part may be calculated with the premium when concluding a supplementary coverage. If no additional insurance is taken out, this part remains with the previous insurance collective. It is usually not possible, particularly in old age, to return to the statutory health insurance scheme.

<sup>1</sup> If you have been privately health insured before 1 January 2009, special conditions are valid for your contract. Please ask for further information separately.

## 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.

#### Confirmation of income/sick pay period

I expressly confirm, if I have applied for daily sickness benefit insurance, that the daily benefits for which I have applied (if applicable together with any other existing or pending claims on statutory or private daily sickness benefit providers elsewhere) do not exceed my insurable net income (see "calculation of income for daily sickness benefits") of the last 12 months. If I am an employee, I also confirm that the selected waiting period is not shorter than the period of my entitle-ment to continuation of remuneration in the event of sickness.

#### **Customer Money Insurance**

Insurance agents of Hallesche Krankenversicherung are not authorised to accept payments which the policy holder makes to them, unless Hallesche Krankenversicherung has issued a written authorisation to the insurance agent.

# Income calculation for daily sickness benefits - Definition net income

The insurable net income is calculated as follows:

- Employees
- 80 % of the income out of employed work which is relevant for the taxes (gross wage).
- Only those cash benefits of the employer are considered which are agreed upon in the contract and which are paid to the employee regularly that is at least once a year.

- Self-employed (e.g. traders and members of liberal professions)
- 80 % of the income tax relevant profit out of this liberal profession (calculated as per the operating assets comparison or balance of income and expenditure).
- Practising doctors and dentists
   80 % of the revenue from this type of self-employment
   (calculated based on a period comparison of practice assets or on a simple income statement).

   If the doctor or dentist is in joint practice with others,
   net income will be calculated based on his or her
   contractually defined share of the practice's total revenue.

If the policy holder gives proof that the tax on the gross wage or the profit is less than the 20 % lump-sum tax, he or she may request that the actual taxation is relevant.

# Income calculation for daily sickness benefits as per tariff KTAR - Definition gross income

The insurable gross income is calculated as follows:

Daily average gross income which the employee (managing director) receives from the employer (policy holder) during the period of inability to work.

This regulation is not valid for the continuation of coverage in another daily benefits tariff.

## The insurer's consent to daily benefits insurance

I am aware that the conclusion of further or an increase of existing hospital and/or daily sickness benefits insurance is only possible with the consent of Hallesche Krankenversicherung. In the event of deliberate or grossly negligent violation of this obligation, Hallesche Krankenversicherung is entitled, according to Section 28 of the Insurance Contract Act (VVG) ("Versicherungsvertragsgesetz"), to terminate the insurance contract without notice and/or to refuse benefits if applicable.

#### 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.

#### Change of Insurer

The surrender of an existing insurance policy in order to take out insurance cover with another private health insurance company is generally undesirable to both companies and is inadvisable for the person insured.

#### Pre-Insurer

The following types of insurance have to be stated in this instance: statutory and/or private comprehensive or supplementary health insurance, nursing care insurance, nursing care pension schemes (also with life assurers), insurance against interruption of business or other insurance policies which provide benefits in the event of sickness or need of care. For sickness benefits, daily sickness benefits, daily hospital or care benefits we ask you to state the daily amount.

## Waiting period/Waiving the waiting period

Hallesche Krankenversicherung renounces - except for the medical care and compulsory long-term care insurance - waiting periods in the medical insurance and, if applicable, also in the daily sickness benefit insurance or persons with a comprehensive insurance (insurance coverage for at least out-patient and in-patient treatments) if the coverage starts immediately after the previous insurance. If these conditions are not met, the waiting periods can be waived on the basis of a medical consultation (VG 150E) whose costs I have to bear. For persons with additional insurance to the statutory health insurance, the waiting periods can only be waived on the basis of a medical consultation paid by the applicant.

Are the findings not submitted within 21 days following the application, the insurance is concluded with the waiting periods stated in the terms and conditions with exception of the long-term care insurance.

It is generally not possible to waive waiting periods for any (long-term) care-related insurance coverage.

#### **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 - Definition 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. For severance payments, indemnity or other benefits (compensation for termination) that are paid due to the termination of employment and in a way that does not recur on a monthly basis, the monthly wage most recently received will

be used for the months following the payout up until the month in which continued payment of the wage would have reached the amount of the compensation for termination. Pensions are taken into account excluding the portion attributable to compensation points for childrearing 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. registered civil 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 € 470 (as per 1 January 2022, current value may be asked for).

#### Contract conclusion

I am aware that the contract only starts, if the insurer has declared the acceptance of the contract in writing. The commencement of the insurance coverage is the date from which on the premiums have to be paid. The insurance coverage starts with the commencement of the insurance, however, not before the conclusion of the agreement and possibly not before the end of the waiting times.

#### Definition of family relationship

Relatives within the meaning of § 7 Pflegezeitgesetz or § 15 Abgabenordnung include:

- Grandparents, parents, parents-in-law, step-parents, foster parents
- Marital partners, life partners, partners in a cohabitational or civil relationship\*
- Siblings and their marital partners/life partners, siblings of marital partners/life partners\*
- Children, adoptive or foster children as well as those of the marital partner/life partner, children-in-law and grandchildren
- Children of siblings, siblings of parents
- \* including if the marriage or civil partnership on which the relationship is based no longer exists