



# INSURANCE AGREEMENT

## EXPAT CASH

**BETWEEN PARTY ENTITLED TO INSURANCE:**

|                 |           |         |
|-----------------|-----------|---------|
| Company:        |           |         |
| Address:        |           |         |
| Contact person: | Function: |         |
| Phone:          | Fax:      | e-mail: |

**AND POLICY HOLDER:****BDAE EXPAT GMBH**

1. The policy holder offers employees of the party entitled to insurance the opportunity of being included in the insurance cover of the product EXPAT CASH on the basis of registration with the insurance company. This will be based on the terms and conditions for limited sickness daily allowance cover of the EXPAT-series for long-term journeys part I and part II respectively (EXPAT CASH). The party entitled to insurance hereby confirms that he is in receipt of the above-mentioned basic conditions of an insurance agreement and undertakes that he will likewise bring these to the awareness of the persons insured.
2. The registration of the persons insured will be effected by the party entitled to insurance in list form, according to the given tariff. The registration list will be created for the first time at the start of the insurance agreement, after that annually up to 14 days before the start of the new insurance year. Changes in the duration of the year (new registrations and deregistrations) should be communicated to the policy holder on a monthly basis. The party entitled to insurance commits itself to inform the insured person about deregistration and if requested provide proof of that to the policyholder. The party entitled to insurance has to inform the policyholder about any changes of employment of an insured person without any delay if those changes might affect the insurability of the insured person or the scope of benefits. The party entitled to insurance is liable for all unjustified payments of benefits made by the policyholder caused by a breach of the duty to disclose.
3. The payment of premiums will be effected in connection with the first registration of persons insured, in advance and by the end of the current insurance year defined in keeping with the given tariff, thereafter annually in advance, payment to be made to an account to be designated by the policy holder within 14 days from the time when the policy holder makes out the invoice. Premium claims and/or liabilities resulting from amendments taking place during the year shall be settled within 14 days following issuance of an appropriate interim billing in the form of reimbursements to the party of entitled to insurance or subsequent refunds to the policy holder. Instead of annual payments the policyholder might accept shorter instalment payment periods with the following surcharges: monthly +5%, quarterly +3%, semiyearly +2%. The premium debtor is the party of entitled to insurance as concerns the policyholder, and the policyholder as concerns the insurer. The policyholder shall pay insurance premiums to the insurer.
4. The party entitled to insurance is aware that in case of non-payment of the premium due at any time, along with associated costs, or of payment not being made to the full extent, for reasons for which the party entitled to insurance can be held responsible, the policy holder will not register the persons insured who have been named with the insurance company, or in case of subsequent payments not being made will deregister them again. The party entitled to insurance is also aware that in this case the insurance cover is jeopardised.
5. This insurance agreement becomes effective on the:
6. Other agreements:

**SIGNATURES AND COMPANY STAMP:**

|                |                                |                            |
|----------------|--------------------------------|----------------------------|
| Place, date:   | Party entitled to insurance:   | (Signature, company stamp) |
| Hamburg, date: | Policy holder: BDAE EXPAT GmbH | (Signature, company stamp) |

State: 23.10.2019

# REGISTRATION EXPAT CASH

## PARTY / PARTIES ENTITLED TO INSURANCE:

### EMPLOYEES TO BE INSURED:

| GENERAL DETAILS |                        |             |      |   |               |                               |                               |                                                      |     |         |               | INSURED PARTY SCOPE OF BENEFITS* |                      |    |    |     |                                        |                        |
|-----------------|------------------------|-------------|------|---|---------------|-------------------------------|-------------------------------|------------------------------------------------------|-----|---------|---------------|----------------------------------|----------------------|----|----|-----|----------------------------------------|------------------------|
| Serial no.      | Surname, first name(s) | Nationality | Sex* |   | Date of birth | Intended country of residence | Start of insurance month/year | Does a further sickness daily allowance cover exist? |     |         |               | EXPAT CASH                       | Days without benefit |    |    |     | Daily allowance (EUR) max. 150 EUR/day | Empl.** is sent abroad |
|                 |                        |             | m    | f |               |                               |                               | no                                                   | yes | Insurer | Insurance-No. |                                  | 14                   | 42 | 91 | 183 |                                        |                        |
|                 |                        |             |      |   |               |                               |                               |                                                      |     |         |               |                                  |                      |    |    |     |                                        |                        |
|                 |                        |             |      |   |               |                               |                               |                                                      |     |         |               |                                  |                      |    |    |     |                                        |                        |
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|                 |                        |             |      |   |               |                               |                               |                                                      |     |         |               |                                  |                      |    |    |     |                                        |                        |

(\*please tick)

(\*\*In the context of human-resource relocation the expatriate changes the country/cultural area on instruction by his employer.)

Place, date:

Signature / stamp:

State: 23.10.2019

# ENDORSEMENTS EXPAT CASH

**PARTY / PARTIES ENTITLED TO INSURANCE:**
**ADDITIONAL EMPLOYEES TO BE INSURED:**

| GENERAL DETAILS |                        |             |      |   |               |                               |                               |                                                      |     |         |               | INSURED PARTY SCOPE OF BENEFITS* |                      |    |    |     |                        |
|-----------------|------------------------|-------------|------|---|---------------|-------------------------------|-------------------------------|------------------------------------------------------|-----|---------|---------------|----------------------------------|----------------------|----|----|-----|------------------------|
| Serial no.      | Surname, first name(s) | Nationality | Sex* |   | Date of birth | Intended country of residence | Start of insurance month/year | Does a further sickness daily allowance cover exist? |     |         |               | EXPAT CASH                       | Days without benefit |    |    |     | Empl.** is sent abroad |
|                 |                        |             | m    | f |               |                               |                               | no                                                   | yes | Insurer | Insurance-No. |                                  | 14                   | 42 | 91 | 183 |                        |
|                 |                        |             |      |   |               |                               |                               |                                                      |     |         |               |                                  |                      |    |    |     |                        |
|                 |                        |             |      |   |               |                               |                               |                                                      |     |         |               |                                  |                      |    |    |     |                        |
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|                 |                        |             |      |   |               |                               |                               |                                                      |     |         |               |                                  |                      |    |    |     |                        |
|                 |                        |             |      |   |               |                               |                               |                                                      |     |         |               |                                  |                      |    |    |     |                        |
|                 |                        |             |      |   |               |                               |                               |                                                      |     |         |               |                                  |                      |    |    |     |                        |
|                 |                        |             |      |   |               |                               |                               |                                                      |     |         |               |                                  |                      |    |    |     |                        |

**CANCELLATION OF INSURED PERSONS:**

| Serial no. | Surname, first name(s) | Insurance-No. | Last month of insurance month/year |
|------------|------------------------|---------------|------------------------------------|
|            |                        |               |                                    |
|            |                        |               |                                    |
|            |                        |               |                                    |

**CANCELLATION OF INSURED PERSONS:**

| Serial no. | Surname, first name(s) | Insurance-No. | Last month of insurance month/year |
|------------|------------------------|---------------|------------------------------------|
|            |                        |               |                                    |
|            |                        |               |                                    |
|            |                        |               |                                    |

Place, date:

Signature / stamp:

(\*please tick)    (\*\*In the context of human-resource relocation the expatriate changes the country/cultural area on instruction by his employer.)

State: 23.10.2019

# LEGAL INSTRUCTIONS

## by Würzburger Versicherungs-AG (Insurer) as per Section 19 Paragraph 5 Sentence 1 of the German Contract Insurance Act (VVG)

### Information as per Section 19 paragraph 5 of the German Contract Insurance Act (VVG) about the Consequences of an Infringement of Statutory Reporting Duties

In order to enable the Insurer to properly review your application, you are required to give true and complete answers to the questions asked in the application documents. Circumstances considered by the applicant as being of little importance must also be reported. Any information you do not want to render to the insurance broker is to be directly reported in writing to the Insurer without any delay. Please note that you put your insurance cover at risk whenever you render incorrect or incomplete information. For more details on the consequences of an infringement of reporting duties, reference is made to the following information.

#### Are there Pre-Contractual Reporting Duties?

Until the time of submitting your contract declaration, you shall be obliged to give the Insurer correct and complete notice of any and all risk-relevant circumstances known to you and requested by the Insurer in text format. Risk-relevant circumstances are circumstances having significance for the Insurer's decision to conclude the contract with the contents agreed upon. Risk-related circumstances requested by the Insurer after your contract declaration, but prior to contract acceptance by the Insurer must also be reported.

#### What are the Possible Consequences of an Infringement of the Pre-Contractual Reporting Duty?

##### 1. Rescission of Contract and Loss of Insurance Cover

In the event that you and/or the person to be insured fails to comply with the pre-contractual reporting duty, the Insurer shall be entitled to rescind the contract, unless you are able to provide evidence that you did not infringe the reporting duty with intention or with gross negligence. In the event of a grossly negligent infringement of the reporting duty, the Insurer shall not be permitted to rescind the contract if the contract would also have been concluded by the latter, even if under different terms and conditions, had the Insurer been aware of the undisclosed circumstances. In the event of a rescission, insurance coverage shall cease to exist. If the Insurer rescinds the contract after occurrence of an insured event, the Insurer shall continue to be obliged to pay compensation if you are able to provide evidence that the circumstance that failed to be reported or to be correctly reported by you has neither been the cause for the occurrence or determination of the insured event nor for the determination or volume of the duty to indemnify. The Insurer's duty to indemnify shall, however, cease to exist if the reporting duty has been violated by you with fraudulent intent. In the event of a rescission due to an infringement of the reporting duty, the Insurer shall be entitled to receive insurance premiums until the rescission becomes effective.

##### 2. Cancellation

In the event that the Insurer is not permitted to rescind the contract due to the absence of intention or gross negligence on your part when you failed to comply with your reporting duty, the Insurer shall be entitled to terminate the contract by observing a notice period of one month. The Insurer's right to terminate shall be excluded if the contract would also have been concluded by the latter, even under different terms and conditions, had it been aware of the undisclosed circumstances.

##### 3. Amendment of Contract

If the Insurer is not permitted to rescind or terminate the contract because it would have had concluded the contract also in knowledge of the undisclosed risks, even if under different terms and conditions, the other terms and conditions shall upon the Insurer's request retroactively become a part of the contract if you negligently violated the reporting duty. If the premium is, due to the contract amendment, increased by more than 10% or the Insurer

excludes the coverage of the risk related to the undisclosed circumstance you shall be entitled to terminate the contract with immediate effect within one month after having received the respective notice of the Insurer about the contract amendment. The Insurer shall draw your attention on this right in its notification.

##### 4. Execution of the Rights of the Insurer (Section 21 of the German Insurance Contract Act (VVG))

The Insurer shall be entitled to assert its rights of rescission, cancellation or contract amendment in writing within a term of one month. Said term shall commence on the date on which the Insurer becomes aware of the infringement of the reporting duty underlying the right asserted by it. When executing its rights, the Insurer shall indicate the circumstances relied on in this context. As long as the time period according to sentence 1 has not yet expired, the Insurer may in support of its decision also indicate additional circumstances at a later time. The Insurer shall not be permitted to rely on the rights of rescission, cancellation or contract amendment if it was aware of the undisclosed risk or the incorrectness of the reported information. Its rights of rescission, cancellation or contract amendment shall terminate upon expiry of three years after contract conclusion. This shall not apply to insured events occurred prior to the expiry of said time period. In the event that you infringed the reporting duty intentionally or fraudulently, the period shall be extended to ten years.

##### 5. Fraudulent Misrepresentation (Section 22 of the German Insurance Contract Act (VVG))

The Insurer's right to contest the contract on the grounds of fraudulent misrepresentation shall remain unaffected.

##### 6. Representation by another Person (Section 20 of the German Insurance Contract Act (VVG))

In the event that you have yourself represented by another person when concluding the contract, both the knowledge and fraudulent intent on the part of your representative and your own knowledge and fraudulent intent shall be taken into account with respect to the reporting duty, the rescission, cancellation, contract amendment and the deadline for the execution of the Insurer's rights. A reliance on an absence of intention or gross negligence when failing to comply with the reporting duty may only be relied on when neither your representative nor you can be made liable for intention or gross negligence.

Place, date

Signatures/Stamp (Person Entitled to be Insured)