



Globality YouGenio[®]
General Conditions of Insurance

DKV Globality. Globally Yours.

Well-structured. Comprehensible. Comprehensive.

One partner, many opportunities. Wherever you go, DKV Globality will be at your side, paving the way for you and looking after all aspects of your health. With benefits that are unrivaled.

The General Conditions of Insurance contain all the information you need with regard to your rights and duties under the insurance contract. They also contain important information concerning your insurance cover. We look forward to a cooperative partnership during the term of the contract.

Do you have any further questions?

Should any questions remain after reading, we would be happy to answer them for you.

Terms which are printed in italics are explained in the glossary at the end of this document.

We are at your service throughout the world:

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No. in the Register of Companies: B 134.471

Symbols used:

- ✓ Insured, i.e. we will reimburse 100 % of the eligible expenses, unless specified otherwise in our documents/ description of benefits.
- ✗ Reimbursement is excluded from the scope of benefits.



1 Fundamentals

1.1 Who is eligible for insurance?

All persons who temporarily reside abroad for a period of at least three months are eligible for insurance.

1.2 Points to note in relation to existing medical conditions

Existing medical conditions are excluded from the insurance cover as a matter of principle; they are governed by the moratorium clause (see No. 1.3). However, the inclusion of *existing medical conditions* can be selected when applying for insurance. The health questions listed in the *application* must be answered completely, correctly and to the best of your knowledge. A health check will also be required in this case. (see No. 1.4).

1.3 What is meant by a moratorium?

The moratorium is defined as a qualifying period of 24 months for *treatment* costs attributable to an existing medical condition and its consequences. After a continuous insurance period of 24 months, we will reimburse the eligible expenses incurred for *existing medical conditions* and their consequences if the *insured person* did not suffer any symptoms and did not require *treatment*, did not consult a *doctor* and did not receive or require any medication during this 24-month period. The moratorium may be extended beyond the 24 months for those disorders which were not without symptoms or *treatment* during the first 24 months.

1.4 Points to note when applying for insurance cover

Insurance cover can be requested by an *application* form which is obtained either from your personal representative, directly from us or through our website. All questions in the form must be answered completely and correctly so that we can check the *application*. If you would like *existing medical conditions* to be included, this will apply above all to the questions concerning the present state of health, past or present illnesses, disorders and symptoms, as well as *treatment*. If insurance cover is required for another person, he or she will also be responsible – together with you – for ensuring that the questions are answered completely and correctly. The *application* can be sent to us by post, email or fax. We will grant insurance cover in good faith, assuming that you have correctly and completely answered all the relevant questions raised before conclusion of the contract (pre-contractual duty to disclose information). The euro serves as the uniform contractual currency for the Globality YouGenio® plan. It is the currency used for management of the insurance contracts, as well as for calculation and payment of the premiums.

1.5 When can you exercise your right of cancellation?

You may cancel your insurance contract in writing within 14 days, without specifying any reasons. The deadline for cancellation commences on the day on which you receive the *insurance policy* and the General Conditions of Insurance. For compliance with this deadline, it is sufficient to send your notice of cancellation by post, email or fax before it expires.

2 The insurance cover

2.1 What does the insurance cover include?

Insurance cover is granted for illnesses, *accidents* and other events specified in the General Conditions of Insurance (see No. 4.3). If an insured event occurs, we will reimburse the expenses incurred for medically necessary *treatment* and other agreed services.

The scope of insurance cover is set out in the *insurance policy*, subsequent written agreements, the General Conditions of Insurance and the statutory regulations. As long as national regulations do not stipulate the *application* of a different law, the insurance is governed by the law of the Grand Duchy of Luxembourg.

2.2 What is an insured event?

An insured event is defined as the medically necessary *treatment* required by an *insured person* due to illness or the consequences of an *accident*. The insured event commences with the *treatment* and ends when medical findings indicate that *treatment* is no longer required. If the *treatment* has to be extended to an illness or to the consequences of an *accident* not causally related to that for which *treatment* was originally provided, this shall constitute a new insured event. Insofar as the agreed *plan level* also provides for corresponding reimbursements, the following are likewise defined as insured events:

Insofar as the agreed plan level also provides for corresponding reimbursements, the following are likewise defined as insured events:

- Outpatient screenings for early detection of illnesses
- Check-ups and medically necessary *treatment* associated with pregnancy and childbirth
- Expenses incurred for periods spent in *hospital* by the healthy new-born baby after birth
- Death of an *insured person*

2.3 When does insurance cover commence?

Insurance cover commences on the date specified in the *insurance policy* (inception of insurance), but not before payment of the first premium and not before expiry of the qualifying periods (see also Nos. 1.3 and 2.4). Insured events occurring before inception of the insurance will not be indemnified. Insured events occurring after conclusion of the insurance contract are only excluded from indemnification insofar as they occur before inception of the insurance. If

the contract is amended, the provisions of this paragraph will apply to the new, additional part of the insurance cover.

2.4 Which qualifying periods apply?

Qualifying periods only apply for pregnancy, childbirth, psychotherapy, dentures, dental crowns, *performances relating to analysis and therapy of dental function*, as well as *implants* and orthodontic performances. The qualifying period equals 8 months as from inception of the insurance in all these cases. If the contract is amended, the qualifying periods will apply to the new, additional part of the insurance cover, depending on the agreed plan level.

2.5 How long is the insurance contract concluded for?

The insurance contract is initially concluded for the duration of one insurance year. The insurance year commences on the date specified in the *insurance policy* (inception of insurance) and runs for 12 months.

2.6 When is the insurance renewed?

The insurance contract is renewed for further periods of 12 months upon expiry of each insurance year. You may give three months' written notice objecting to this implicit renewal of the contract, with effect as per the end of any insurance year. The contract can only be amended with effect from a renewal date.

2.7 When can the insurance be terminated?

Notwithstanding other statutory grounds for terminating the relationship or other grounds permitted by the General Conditions of Insurance, the contracting partners may also terminate the insurance contract in the following cases:

- Amendment of the General Conditions of Insurance (see No. 10.1) or imposition of higher fees and premiums (see No. 9). There is, however, no possibility to terminate the contract in the event of a premium modification occurred due to an increase in the age band. You may give notice of termination within one month of receiving notice of the change, with effect from the date on which the change comes into force. Termination becomes effective at midnight on the date on which the next annual premium for the contract becomes due.
- Inadvertent violation of the duty to disclose information. In this case, we shall be entitled to terminate the insurance contract within

one month of being informed of the violation of duty, provided that we can prove that we would not have insured the risk in any case.

Notice of termination must either be sent by registered mail or presented against confirmation of receipt. Unless specified otherwise, the termination shall only become effective after one month from the day following the delivery/receipt (in case of registered mail).

2.8 Additional reasons for the termination of the Contract.

Notwithstanding additional and other grounds for nullity listed in the General Conditions of Insurance, the contract shall be null and void if willful violation of the duty to provide information that changes our assessment of the risk in such a way that, had we known of the undisclosed circumstance, we would not have concluded the insurance contract in the first place or only if it were subject to other terms. In such a case, you and the *insured person* respectively will be obliged to repay the insurance benefits received. Premiums paid will not be refunded.

2.9 When does the insurance cover end?

Insurances subscribed for you and/ or the *insured persons* as well as the insurance cover resulting thereof (also for pending, i.e. ongoing insured events) ends:

- a) In the event of your death and/ or that of the *insured persons*. In the event of your death, however, the *insured persons* are entitled to continue the insurance relationship with specification of the new *policyholder*. This must be declared accordingly within two months of your death.
- b) When the *insured persons* permanently cease to reside abroad before the maturity of the contract (see also 2.5). The insurance contract ends only when we have received respective notification.
- c) When you object to renewal of the insurance contract after the end of the insurance year (see No. 2.6). Such termination is only valid if you as *policyholder* can prove that the *insured persons* concerned have been informed of the termination.
- d) If the insurance contract is terminated or declared to be void.
- e) In the event of nullity of the insurance contract (see also 2.8).

3 Area of application

3.1 Where does the insurance cover apply?

Insurance cover applies in the following *geographical areas*:

Geographical area I: Worldwide including USA

Geographical area II: Worldwide excluding USA

3.2 What happens if you temporarily leave geographical area II?

The following special features apply if insurance cover "*Geographical area II – Worldwide excluding USA*" has been agreed: during periods of temporary absence from the *country of residence* (i.e. for not more than six weeks), we will grant insurance cover for medical *emergencies*, as well as for the consequences of an *accident* or death, even in *geographical area I*. Journeys undertaken for the purpose of obtaining *treatment* in *geographical area I* are not insured. You must report a long-term change of *geographical area* for any *insured person* without delay as such a change will affect the amount of premium payable.

4 Scope of benefits

4.1 General information concerning the scope of benefits

The Globality YouGenio® plan comprises three plan levels: Classic, Plus and Top. The individual plan levels differ in regards to the type and amount of benefits agreed.

Depending on the selected plan level, we will reimburse 100 % of the eligible expenses as listed in the scope of benefits set out below, unless specified otherwise in the following scope of benefits, our general information in the General Conditions of Insurance or the glossary.

4.2 Which deductibles can be agreed?

The following *deductibles* can be agreed for the Globality YouGenio® plan:

- Globality YouGenio® Classic: Fixed *deductible* of EUR 250.
- Globality YouGenio® Plus or Top: Variable *deductible* of EUR 250, EUR 500 or EUR 1,000.

Deductibles apply per insurance year and per *insured person*, and only for expenses incurred in conjunction with outpatient *treatment*. If a *deductible* has been agreed, we will reimburse 100 % of the eligible expenses insofar as these exceed the *deductible*.

Expenses are attributed to the insurance year in which the *doctor/ therapist* was consulted and in which the *drugs, dressings* and *therapeutic aids* and *appliances* were prescribed.

We recommend that invoices only are submitted when the amount of the agreed *deductible* has been exceeded.

Please note:

Insofar as insurance cover for *geographical area I* (worldwide including USA) has been agreed on for the *insured persons*, the maximum sums and lump sums specified in Nos. 4.3, 4.4 and 4.5 will be doubled. If a benefit is limited to a certain number of days, this limit will remain unchanged. If a *deductible* has been agreed, it will remain unchanged.

4.3 Scope of benefits: Inpatient treatment

Benefits	Classic	Plus	Top
Accommodation in a private or semi-private room	✓	✓	✓
Medical <i>treatment</i>	✓	✓	✓
Nursing care by qualified nursing staff as directed by a <i>doctor</i>	✓	✓	✓
Other ancillary costs	✓	✓	✓
Surgery (including <i>outpatient surgery instead of inpatient treatment</i>)	✓	✓	✓
<i>Drugs and dressings</i>	✓	✓	✓
Therapies/ physiotherapy, including massages	✓	✓	✓
Therapeutic aids and appliances	✓	✓	✓
	such as cardiac pacemakers, if needed as a life-saving measure	such as cardiac pacemakers, if needed as a life-saving measure; in addition, reimbursement for therapeutic aids and appliances, such as artificial limbs/ prostheses up to € 2,000**	
Medical <i>treatment</i> during pregnancy and childbirth, services of a midwife or obstetric nurse in the <i>hospital</i> , but excluding screenings during pregnancy	X	✓ up to € 5,000**	✓
Outpatient childbirth	X	✓ lump sum of € 250 per newborn baby without proof of costs on presentation of the birth certificate	✓ lump sum of € 500 per newborn baby without proof of costs on presentation of the birth certificate

** The mentioned maximum amounts, maximum periods and lump sums apply per *insured person* and insurance year.

Benefits	Classic	Plus	Top
Chemotherapy, <i>oncological drugs</i> and <i>treatment</i> (e.g. for <i>cancer</i> patients)	X	✓ up to € 5,000**	✓
Transport to the nearest suitable <i>hospital</i> for initial <i>treatment</i> following an <i>accident</i> or an <i>emergency</i> , by an approved <i>emergency service</i> with conveyances appropriate to the situation	✓	✓	✓
Bone marrow and organ transplants	X	✓ up to a maximum of € 200,000 for the duration of the contract	✓
Psychiatric <i>treatment</i>	✓ provided that we have agreed in writing to pay benefits before <i>treatment</i> commences	✓ provided that we have agreed in writing to pay benefits before <i>treatment</i> commences	✓ provided that we have agreed in writing to pay benefits before <i>treatment</i> commences
Inpatient psychotherapy	X	✓ provided that we have agreed in writing to pay benefits before <i>treatment</i> commences	✓ provided that we have agreed in writing to pay benefits before <i>treatment</i> commences
Parent rooming-in during inpatient <i>treatment</i> of an <i>underage</i> child	X	✓	✓
Nursing care at home and <i>domestic help</i>	X	✓ up to a period of 7 days	✓ up to a period of 14 days
Substitute cash plan benefit for inpatient <i>treatment</i> actually received, but for which no benefits have been claimed from use	X	✓ € 50 per day	✓ € 100 per day
Inpatient follow-up rehabilitation	X	✓ up to 14 days**	✓ up to 21 days**
Hospice	X	X	✓ up to 7 weeks

** The mentioned maximum amounts, maximum periods and lump sums apply per *insured person* and insurance year.

4.4 Scope of benefits: Outpatient treatment

Benefits	Classic*	Plus	Top
Medical <i>treatment</i>	✓	✓	✓
Chemotherapy, <i>oncological drugs</i> and <i>treatment</i> (e.g. for <i>cancer</i> patients)	✓	✓	✓
Screenings for early detection of illnesses, particularly <ul style="list-style-type: none"> • for early detection of <i>cancer</i>, • for early detection of cardiovascular disease, kidney disorders and diabetes, • to ensure a child's normal physical and mental development 	X	✓ up to € 250**	✓ up to € 500**
Vaccinations of every kind, including the vaccines and <i>prophylactic measures</i> , insofar as these are recommended for the applicable <i>country of residence</i>	X	✓ up to € 250**	✓
Pregnancy including preventive screenings and childbirth, midwife and obstetric nurse	X	✓ up to € 2,000**	✓
<i>Acupuncture</i> (needle technique), <i>homeopathy</i> , <i>osteopathy</i> and <i>chiropractic</i> , including <i>drugs</i> and <i>dressings</i>	X	✓ up to € 500**	✓ up to € 1,000**
Services of a speech <i>therapist</i>	X	✓ provided that we have agreed in writing to pay benefits before <i>treatment</i> commences	✓ provided that we have agreed in writing to pay benefits before <i>treatment</i> commences
Psychiatric <i>treatment</i>	✓ provided that we have agreed in writing to pay benefits before <i>treatment</i> commences	✓ provided that we have agreed in writing to pay benefits before <i>treatment</i> commences	✓ provided that we have agreed in writing to pay benefits before <i>treatment</i> commences
Outpatient psychotherapy	X	✓ up to 20 sessions provided that we have agreed in writing to pay benefits before <i>treatment</i> commences**	✓ up to 20 sessions provided that we have agreed in writing to pay benefits before <i>treatment</i> commences**

* With a *deductible* of € 250 per *insured person* and insurance year.

** The mentioned maximum amounts, maximum periods and lump sums apply per *insured person* and insurance year.

Benefits	Classic*	Plus	Top
Drugs and dressings	✓	✓	✓
Therapies/ physiotherapy, including massages	✓	✓	✓
Therapeutic aids and appliances	X	✓ up to € 2,000**	✓
Vision aids	X	✓ up to € 100**	✓ up to € 200**
Transport to the nearest suitable <i>doctor</i> or <i>hospital</i> for initial <i>treatment</i> following an <i>accident</i> or an <i>emergency</i> , by an approved <i>emergency</i> service with conveyances appropriate to the situation	✓	✓	✓
Infertility <i>treatment</i>	X	✓ 50 % up to maximum of € 7,500 per insured couple for the duration of the contract	✓ 50 % up to a maximum of € 15,000 per insured couple for the duration of the contract

* With a deductible of EUR 250 per insured person and insurance year.

** The mentioned maximum amounts, maximum periods and lump sums apply per insured person and insurance year.

4.5 Scope of benefits: Dental treatment

Benefits	Classic	Plus	Top
Screenings for early detection of disorders of the teeth, mouth and jaw	X	✓	✓
Dental <i>treatment</i>	✓ analgetic dental <i>treatment</i>	✓ including inlays without caps	✓ including inlays without caps
	X Reimbursement for the following benefits only if needed as a result of an <i>accident</i>	✓ Reimbursement for the following benefits up to € 2,000**	✓ Reimbursement for the following benefits up to € 5,000**
Dentures (e.g. prostheses, bridges and crowns)	✓	✓	✓
<i>Implants</i>	✓ up to four <i>implants</i> per jaw and the dentures to be secured to these <i>implants</i>	✓ up to four <i>implants</i> per jaw and the dentures to be secured to these <i>implants</i>	✓ up to four <i>implants</i> per jaw and the dentures to be secured to these <i>implants</i>
Performances relating to analysis and therapy of dental function	X	✓	✓
Orthodontic performances	✓	✓	✓
Dental laboratory work and materials	✓	✓	✓
Compilation of a plan of <i>treatment</i> and costs	✓	✓	✓

** The mentioned maximum amounts, maximum periods and lump sums apply per insured person and insurance year.

4.6 Scope of benefits: Medical assistance

Benefits	Classic	Plus	Top
24-hour phone and e-mail service with experienced counsellors, own <i>doctors</i> and specialists	✓	✓	✓
Medical evacuation and repatriation	✓	✓	✓
Information on medical infrastructure (local medical care and names and addresses of multilingual <i>doctors</i>)	✓	✓	✓
Support and information (by our medical service, <i>second opinion</i> , monitoring of the course of the illness)	✓	✓	✓
Assumption of costs guarantee and/ or payment of an advance (preparation for a stay in <i>hospital</i>)	✓	✓	✓
Organizational support in case of bereavement, share of repatriation costs	✓ up to € 2,500	✓ up to € 5,000	✓ up to € 10,000
Appropriate additional medical support (information on the nature, possible causes and possible <i>treatment</i> of an illness)	✓	✓	✓
Online services	✓	✓	✓

4.7 Scope of benefits: Additional assistance

Benefits	Classic	Plus	Top
Additional support	X	✓	✓
• Organizing visits to the patient	X	✓ up to € 1,500**	✓ up to € 3,000**
• Procurement and shipment of vital medication	X	✓	✓
Organizing return transport or care for the children	X	X	✓
Help with psychological problems possibly attributable to the stay abroad	X	✓ psychological and therapeutic help by telephone; up to 3 calls**	✓ psychological and therapeutic help by telephone; up to 5 calls**
Document depot (safe custody, help in obtaining replacements)	X	X	✓
Organizing help in the event of legal difficulties	X	X	✓
Procurement of intercultural training	X	X	✓

** The mentioned maximum amounts, maximum periods and lump sums apply per *insured person* and insurance year.

4.8 Description of benefits

Note that the benefits described in No. 4.8 may differ or may not be covered by the insurance, depending on the plan level selected.

What requirements must be met in conjunction with medically necessary inpatient treatment according to No. 4.3?

General basic hospital performances (accommodation and board)

If inpatient *treatment* – including pre-*hospital*, post-*hospital* and part-time inpatient *treatment* – is required, the *insured person* must attend to a recognised *hospital* in the *country of residence*. The *hospital* must be operated under constant medical management, have suitable diagnostic and therapeutic facilities and keep complete medical records. In the case of medically necessary *treatment* in *hospitals* that also provide health cures and in sanatoria or convalescent homes, but meet with the above conditions in all other respects, benefits under the plan will only be paid if these have been confirmed in writing before *treatment* commences. Inpatient *treatment* in tuberculosis clinics and sanatoria will also be reimbursed within the contractual scope for tuberculosis patients. Benefits will be paid without time limits for the duration of inpatient *treatment*. The relevant Service Center must be contacted before or upon admission to the *hospital*.

Medical treatment

Eligible claims include all expenses incurred for examination, diagnosis and therapy within the framework of medically necessary inpatient *treatment*. Eligible expenses also include those incurred for pathology, radiology, computed tomography (CT), *magnetic resonance imaging (MRI)*, *positron emission tomography (PET)* and *palliative medicine*.

Other ancillary costs

These are defined as the additional costs incurred for the use of special facilities, such as operating theatres, intensive care wards and laboratories.

Operations (including outpatient surgery as a replacement for inpatient treatment)

The expenses incurred for services required in this context will be reimbursed, such as medical services, anaesthesia and the use of special facilities. Expenses for *outpatient surgery in lieu of inpatient treatment* are also reimbursable.

Drugs and dressings within the framework of inpatient treatment

These must have been prescribed by a *hospital doctor*/

dentist in conjunction with the inpatient *treatment*. *Drugs* must additionally be dispensed by a pharmacy or other officially approved dispensary. Nutriment, tonics, mineral water, cosmetics, hygiene and body care articles and bath additives are not recognised as *drugs*.

Remedies/ physiotherapy within the framework of inpatient treatment

These are physical-medical services (inhalation, physiotherapy and physical exercise, massage, poultices, *hydrotherapy* and medicinal baths, cryo- and thermotherapy, electrotherapy or light therapy). These physical-medical services must be provided by a *doctor* or the holder of a state-approved diploma as a medical-related professional (e.g. masseur, balneotherapist, physiotherapist) and must be referred by the *doctor* within the framework of inpatient *treatment*. The referral must have been issued before *treatment* commences and must specify the diagnosis, nature and number of sessions. Remedies/ physiotherapy do not include other performances, such as thermal baths, saunas and similar baths.

Therapeutic aids and appliances within the framework of inpatient treatment

Eligible expenses include those incurred for therapeutic aids and appliances which are designed to serve as a lifesaving measure or which directly alleviate or compensate physical disabilities, such as cardiac pacemakers, artificial limbs/ prostheses (but not dentures). They must be fitted during the stay in *hospital* and remain in or on the body. Expenses for repairing therapeutic aids and appliances will be reimbursed within the scope of these provisions.

Medical treatment during pregnancy and childbirth, services of a midwife or obstetric nurse in the hospital, but excluding screenings during pregnancy

We will reimburse the eligible expenses for childbirth (including premature birth or miscarriage) in a *hospital*, maternity home or comparable institution.

Outpatient childbirth

Outpatient childbirth is defined as either giving birth at home or leaving the *hospital*, maternity home or comparable institution within 24 hours of childbirth. The lump sum childbirth allowance is paid per newborn baby upon presentation of the birth certificate.

Chemotherapy, oncological drugs and medical treatment

We will reimburse the eligible expenses for medical

treatment, diagnostic tests, radiation therapy, chemotherapy, *drugs* and *hospital* costs in conjunction with inpatient *treatment*.

Bone marrow and organ transplants within the framework of inpatient treatment

In the case of bone marrow or organ transplants (e.g. heart, kidney, liver, pancreas), we will reimburse the eligible expenses for both the person receiving the transplant and the donor. Eligible expenses are defined as the costs incurred by the donor in conjunction with acquiring the organ, the cost of transporting the organ to the patient and the expenses incurred for *hospital* accommodation of the donor if necessary, but not the cost of finding the organ to be transplanted or a suitable donor.

Psychiatric treatment

We will reimburse the expenses incurred for inpatient psychiatric *treatment* if and insofar as we have agreed in writing to reimburse these costs before *treatment* commences. See below with regard to the reimbursability of inpatient psychotherapy.

Inpatient psychotherapy

The costs of inpatient psychotherapy will only be reimbursed if the *treatment* is provided by a psychiatrist, psychotherapist or other specialist with appropriate qualifications in the field of psychiatry, psychotherapy or psychoanalysis. Moreover, these costs will only be reimbursed if we have agreed to reimburse these costs in writing before *treatment* commences.

Parent rooming-in during child inpatient treatment

We will reimburse the additional costs incurred for accommodation for one parent for children under the age of 18 if ordered by a *doctor*. Nursing care at home and *domestic help* We will reimburse the eligible expenses of medically necessary nursing at home and *domestic help* by trained nursing staff instead of the medically recommended *hospital* stay or in order to shorten the time spent in *hospital*. Nursing at home is supplementary to the medical *treatment* and will be reimbursed in addition to the latter.

Inpatient follow-up rehabilitation

Expenses incurred for inpatient *follow-up rehabilitation* to continue the medically necessary inpatient *hospital treatment* (e.g. following bypass surgery, cardiac infarction, transplants and surgery involving large bones or joints) will be reimbursed if we have agreed to reimburse such expenses in writing beforehand. Follow-up rehabilitation must in all cases commence

within two weeks of being discharged from *hospital*. *Treatments* and periods of residence in health resorts, spas, sanatoria or convalescent and nursing homes are not covered by the insurance.

Hospice

If outpatient care at home or in the *insured person's* family is not possible and provided that the hospice

- works together with nursing staff and *doctors* with experience in palliative medical care, and
- is operated under the professional supervision of a nurse, or other suitably qualified person, with several years of experience in palliative medical care or with relevant qualifications, as well as qualification for supervisory nursing care or a management function,

we will reimburse the expenses incurred for accommodation, nursing care and support in accordance with the patient's state of health for a maximum of 7 weeks.

Benefits for full or part-time inpatient hospice care is only granted if the *insured person* is suffering from an illness which

- is progressive (i.e. continually deteriorating) and has already reached an advanced stage and
- is incurable, so that inpatient palliative care has become necessary, and
- permits a remaining life expectancy of weeks or only a few months.

Hospice benefits are paid for the following illnesses, among others:

- *Cancer* in advanced stages
- Fully developed infectious *AIDS*
- Disorders of the nervous system, with uncheckable progressive paralysis
- Chronic kidney, liver, heart, digestive or pulmonary illness in a terminal stage

What requirements must be met in conjunction with outpatient treatment according to No. 4.4?

Medical treatment

Eligible expenses include all measures required for examination, diagnosis and therapy within the framework of outpatient medical *treatment*. Expenses incurred for pathology, radiology, computer tomography, *magnetic resonance imaging*, *positron emission tomography*, chemotherapy and other oncological performances (e.g. for *cancer* patients), *palliative medicine*, as well as for vaccinations and *prophylactic measures* recommended by WHO (World Health Organization) will also be reimbursed.

Acupuncture (needle technique), homeopathy, osteopathy and chiropractic

We will reimburse a share of the eligible expenses only if the *treatment* is provided by *doctors* or other *therapists* who can prove that they have received the required training and are authorised to practise in the country in which *treatment* is provided. *Drugs* and *dressings* prescribed by such *doctors* or *therapists* during *treatment* will also be reimbursed.

Speech therapy

We will reimburse the eligible expenses of medically prescribed exercises and therapy for treating voice and speech disorders, subject to the condition that such *treatment* is provided by a *doctor* or speech *therapist*. Such costs will only be reimbursed if we have agreed to reimburse these costs in writing before *treatment* commences.

Psychiatric treatment

We will reimburse the expenses incurred for outpatient psychiatric *treatment* if and insofar as we have agreed in writing to reimburse these costs before *treatment* commences. See below with regard to the reimbursability of outpatient psychotherapy.

Outpatient psychotherapy

The cost of outpatient psychotherapy will only be reimbursed if the *treatment* is provided by a psychiatrist, psychotherapist or other specialist with appropriate qualifications in the field of psychiatry, psychotherapy or psychoanalysis. Such costs will only be reimbursed if and insofar as we have agreed to reimburse these costs in writing before *treatment* commences.

Drugs and dressings

Drugs and *dressings* must have been prescribed by a *doctor/ dentist* or duly authorised *therapist*. *Drugs* must additionally be dispensed by a pharmacy or other officially approved dispensary. Nutriment, tonics, mineral water, cosmetics, hygiene and body care articles and bath additives do not qualify as *drugs*.

Remedies/ physiotherapy

These are physical-medical therapies (inhalation, physiotherapy and physical exercise, massage, packs, *hydrotherapy* and medicinal baths, cryo- and thermotherapy, electrotherapy or light therapy). Such physical-medical therapies must be provided by a *doctor* with own practice or by the holder of a state-approved diploma as medical assistant (masseur, masseur and balneotherapist, physiotherapist) with own practice and must be referred by a *doctor*. The referral must have been issued before *treatment*

commences and must specify the diagnosis, nature and number of sessions.

Remedies/ physiotherapy do not include other services, such as thermal baths, saunas and similar baths. The additional costs incurred for home *treatment* of the *insured person* is not reimbursable.

Therapeutic aids and appliances within the framework of outpatient treatment

Eligible expenses include the expenses incurred for artificial limbs and organs, as well as orthopaedic and other therapeutic aids and appliances designed to prevent, alleviate or compensate physical disabilities. Therapeutic aids and appliances must be prescribed by a *doctor* and should not be daily commodities. Therapeutic aids and appliances within the framework of outpatient *treatment* include: bandages, trusses, insole supports for shoes, walking aids, hearing aids, compression stockings, corrective splints, artificial limbs/ prosthetics (excluding dentures), plaster shells for lying and sitting, orthopaedic arm, leg and body braces, as well as speaking aids (electronic larynx).

The following therapeutic aids and appliances are only eligible for reimbursement insofar as benefits have been pledged in advance: wheelchairs, cardiac and respiratory monitors, infusion pumps, inhalation devices, oxygen devices and monitors for new-born babies. All other devices do not qualify as therapeutic aids and appliances. Expenses incurred for repairing therapeutic aids and appliances will be reimbursed within the framework of the above provisions. Expenses for sanitary commodities (e.g. heating pads and massage devices), as well as for the use and care of therapeutic aids and appliances will not be reimbursed.

Vision aids

Expenses incurred for spectacle frames and glasses, as well as for contact lenses will be reimbursed up to the maximum total limit.

Infertility treatment

Within the framework of the agreed scope of benefits, we will reimburse the costs incurred for the following acknowledged *treatment* forms:

- In-vitro fertilisation (IVF)
- Intracytoplasmic sperm injection (ICSI)

IVF and ICSI may only be applied alternatively.

Moreover, benefits will only be paid subject to the provision that:

- the woman is aged under 40 and the man under 50 at the time of *treatment* (first stimulation day in each *treatment* cycle or first cycle day in the case of insemination without hormone stimulation),
- the *insured person's* sterility is due to organic causes and can only be overcome with the aid of reproductive assistance, and
- there is a high chance that the selected *treatment* method will prove successful.

Which requirements must be met in conjunction with dental treatment according to No. 4.5?

Dental treatment

Dental *treatment* includes:

- General services by a *dentist*
- *Treatments* for conservation, such as inlays, but excluding crowns
- Surgery
- *Treatment* of the oral mucosa and paradontium.

Compilation of a plan of treatment and costs

A plan of *treatment* and costs compiled by the *doctor* or *dentist* must be submitted before commencing *treatment* if dentures or rehabilitation measures of a larger extent and orthodontic *treatment* are planned. You will then be informed of the extent to which these costs will be reimbursed.

No limits in case of accident

Benefits are unlimited if dental *treatment* is required as a result of an *accident*. Occurrence of the *accident* must be proved through a corresponding medical or police report.

5 Help and support through our assistance/ services

If you or the *insured person* becomes ill or has an *accident* while abroad, you are confronted with several unfamiliar factors:

a foreign language, an unfamiliar medical infrastructure, possible difficulties in making contact with the *doctors* or *hospitals* providing *treatment* and with the family in the *country of departure* or *home country*.

For this reason, we provide an extensive range of assistance/ services in addition to, and as part of, the health insurance cover as active support for you and the *insured persons* during the time abroad. We will assist the *insured person* in problem cases and provide appropriate organisational help to make your stay abroad a success.

The assistance services are available 24 hours a day, 7 days a week, 365 days a year. If the *insured person* needs help from our multilingual team, assistance coordinators and *doctors*, simply call the number specified in the insurance documents at any time, day or night.

The *insured persons* can claim this assistance services in accordance with the selected plan level whenever an insured event or *emergency* occurs. When the insurance according to the Globality YouGenio® cover ends, your/ their entitlement to our assistance services will also end simultaneously (see Nos. 2.7 and 2.8).

Note that the assistance services described in Nos. 5.1 and 5.2 may differ or may not be covered by the insurance, depending on the plan level selected.

5.1 Explanation of medical assistance (see No. 4.6)

Medical evacuation and repatriation

The scope of our reimbursements as regards transport for the patient is set out in Nos. 4.3 and 4.4. In addition, you are also entitled to cross-border transport by ambulance if inpatient medical care in the *country of residence* is inadequate.

In such a case, we will bear the cost of transporting a patient subject to the following conditions:

- Evacuation or repatriation must have been prescribed by the treating *doctor* and must be medically necessary
- Reimbursement of the costs must have been agreed by your relevant Service Center in advance

In consultation with your relevant Service Center and the attending physician, the patient will be transported

- to a place more suitable for subsequent *treatment* in another country (within the selected *geographical area*)
- to the *insured person's country of residence* if the insured event has occurred outside this country
- to the *insured person's* last permanent place of residence in the *country of departure* or *home country*

If necessary for medical reasons, we will also organize for a *doctor* to accompany the patient during transport.

Return transport will not be covered.

Information on medical infrastructure

If an insured event or *emergency* occurs, your relevant Service Center will inform you and the *insured persons* of the medical care available locally. Your relevant Service Center will also provide the names and addresses of English, German, French or Spanish-speaking local *doctors* and *hospital* services, as well as the addresses of *hospitals*, special clinics and the possibilities for transfer.

Support and information

You and the *insured persons* can contact the medical branch of your relevant Service Center by telephone as soon as initial medical support is required locally.

At your request or that of the *insured persons*, your relevant Service Center can inform your relatives that the insured event or *emergency* has occurred – where technically possible. You and the *insured persons* can also consult a second *doctor* through your relevant Service Center in order to obtain a *second opinion* if potentially fatal illnesses or serious permanent disabilities are involved. Our Service Centers will help you and the *insured persons* when planning admission to and discharge from *hospital* in conjunction with inpatient *treatment*.

The course of an illness can be monitored by *doctors* at your relevant Service Center as well as by assistance coordinators if inpatient *treatment* is required and also in the case of *treatment* which is provided on an outpatient basis in order to avoid having to stay in *hospital*. The *treatment* and progress made can also be coordinated through talks between *doctors* in the case of inpatient *treatment* and in the case of *treatment* which is provided on an outpatient basis in order to avoid having to stay in *hospital*.

Assumption of costs guarantee and/ or payment of an advance

If an *emergency* requiring inpatient *treatment* occurs, your relevant Service Center must be contacted as soon as possible. If inpatient *treatment* is planned, your relevant Service Center must be contacted at least seven days before admission to the *hospital*; this also applies in the case of outpatient surgery in lieu of inpatient *treatment*.

This is essential when planning inpatient *treatment* or in the event of *emergency* inpatient *treatment* so that your relevant Service Center can settle the formalities necessary for guaranteeing the assumption of costs and/ or the payment of an advance to *doctors* and/ or the *hospital*, including medical review of the invoices to ensure they are reasonable. In addition, we will reach agreement with the *hospital* as regards the address to which invoices are to be sent and the terms of payment, if you wish, and will ensure that the invoices are paid directly. In such a case, you will be informed of the procedure by your relevant Service Center in writing or by e-mail.

Organizational support in case of bereavement, share of repatriation costs

Your relevant Service Center can also help you in the event of death abroad.

- It will obtain the death certificate or *accident* report insofar as this is permitted by law.
- It will make contact with public authorities and consulates in the foreign country.
- It will establish which surviving relatives are authorized to decide on repatriation or cremation of the deceased.
- It will handle all the formalities for repatriation or cremation or a local funeral in accordance with the regulations of the country concerned.

We will reimburse

- the costs directly incurred for repatriating the deceased to the *country of departure* or *home country* (including all formalities),
- the costs for repatriating the urn to the *country of departure* or *home country* if the deceased has been cremated in the *country of residence*.

Funeral costs as such will not be reimbursed.

Additional, appropriate medical support

Regardless of whether an insured event has occurred, your relevant Service Center will provide you and the *insured persons* with general information (about the

country, customs formalities), as well as medical information (vaccinations, medical information by telephone) in preparation for your journey and will also advise you on what to obtain for your personal First Aid kit.

If you or an *insured person* become ill, the relevant Service Center will provide general information on the nature, possible causes and possible *treatment* of the illness and will explain the medical terms used. The Service Center is also responsible for providing information on *drugs* and identical/ comparable *drugs*, their side effects and their interactions.

If outpatient *treatment* is required, your relevant Service Center will coordinate and monitor the *treatment* and progress made, through consultations between *doctors* if necessary, as well as the further support required.

Online services

Our website www.dkv-globality.com includes a secure area "My Globality" where you can access a number of useful online services. Information concerning the login procedure will be provided together with your *Globality Service Card*.

These online services include the following:

- Summary of the benefits agreed within the framework of the group contract
- Indication of all the main contact data for your relevant Service Center
- Downloading the prepared form containing your personal particulars and those of the insured persons in order to claim benefits
- Search for suitable *therapists* and *hospitals* in the *country of residence*
- Worldwide country profiles (in English): advice for travellers, recommended vaccinations, information on illnesses, as well as information on political stability or security in different parts of the world, and the latest news
- Online changes in the personal data needed to access the secure area "My Globality"

5.2 Explanation of additional assistance (see No. 4.7)

Additional support

If the *insured person* relies on a supply of vital *drugs* which, are not available in the *country of residence*, they can ask the relevant Service Center to obtain these – legally approved – *drugs* and to send them to them.

If the *insured persons* return from the *country of residence* is delayed on account of a medical *emergency* rendering you unfit to travel, the relevant Service Center will ensure that the hotel accommodation and flight reservations are altered accordingly. We will bear up to EUR 2,000 of the resulting *additional costs* incurred.

If the *insured persons* receive inpatient *treatment* on account of a medical *emergency* (both in the *country of residence* and while traveling on holiday or on business), the relevant Service Center will arrange for a member of the family to visit you or the *insured person*. We will make arrangements for one family member to travel to the *hospital* and back home if the stay in *hospital* lasts for more than seven days. We will pay the cost of transport (first class railway travel, Economy Class flight) and hotel accommodation (for up to seven days) up to the maximum limit, but only if the relevant Service Center has been contacted beforehand.

Organising return transport or care for children

If a medical *emergency* should make it necessary for both parents to receive inpatient *treatment* in the *country of residence*, we will organise a child welfare service to look after the children for as long as inpatient *treatment* is necessary. If both parents suffer a medical *emergency* while traveling on holiday (maximum six weeks) and require inpatient *treatment*, you are entitled to claim return transport for the child (under the age of 18) with a companion to the current place of residence in the *country of residence*.

Help with psychological problems possibly attributable to the stay abroad

If the stay abroad gives rise to psychological conflicts for the *insured persons*, the relevant Service Center will provide psychological therapy by telephone and will also arrange for suitable local assistance if necessary.

Document depot (safe custody, help in obtaining replacements)

Copies of personal documents (e.g. passport, ID card,

visa, credit card, driving license, vehicle registration certificates, proof of vaccinations, allergy pass, business documents up to 20 size A4 sheets) may be deposited with the relevant Service Center in a sealed envelope with a personal password. If the originals are lost – regardless of whether or not an insured event has occurred – the copies will be sent to the *insured person* by post, courier service or fax to help you obtain replacements. The document depot is retained for five years unless updated by the *insured person*.

Organising help in the event of legal difficulties

The relevant Service Center can refer the *insured person* to English, German, French, Dutch or Spanish-speaking lawyers or experts throughout the world. If necessary, the relevant Service Center will arrange for an advance to pay the lawyers' fees, courts costs or bail. The advance is not paid by the relevant Service Center; it merely makes contact with bankers, or relatives and can help in transferring the money if applicable.

Optaining intercultural training

In preparation for the stay abroad, the relevant Service Center can refer the *insured person* to special institutions which provide specific training for the country and/ or region concerned, taking into account aspects of living and working abroad.

6 Limited obligation to pay benefits

In which cases do you not qualify for benefits?

War, civil unrest, terrorism

The insurance does not cover illnesses and their consequences, as well as the consequences of *accidents* and deaths attributed to foreseeable acts of war or civil unrest unless the *insured person* suffers the injuries as a non-involved third party who has not faced the peril in a deliberate or negligent way, or otherwise, if he has voluntarily moved to a territory in war or has remained in it after acknowledging the circumstances, this has been motivated by legitimate interests arising from work related motives.

No cover is in place if the third party moves to a territory of direct combat or provides services for any of the parties involved in the conflict.

The exclusion regarding the payment of benefits is independent from the fact that the war has been declared or not.

In the event that the *insured person* acknowledges during their stay the occurrence of war, civil unrest or terrorist acts, and provided that their stay is not justified by working reasons, only medical *emergencies* shall be covered (such as life-saving measures) and only as long as, through no fault of their own, the *insured person* had no possibility of leaving the country or region in question up to a maximum of 28 days.

Illnesses and their consequences, as well as *accidents* and their consequences just as the event of death originated as a consequence of nuclear, chemical or biological weapons are not covered in any case.

Illnesses, accidents and their consequences caused by intent

Illnesses and *accidents*, as well as their consequences, which have been caused by intent are excluded from the insurance cover. An illness or *accident* is considered to have been caused by intent if the person concerned had at least some idea of the consequences of his/ her actions and accepted the fact of the damage caused.

Existing medical conditions

Existing medical conditions are initially excluded from the insurance cover (refer to the moratorium clause, No. 1.3). However, they can be included by submitting a medical health check.

Injuries caused within the military service

Illnesses and *accidents* and their consequences, which have been caused while exercising military duties are excluded from the insurance cover.

Detoxification programmes including therapies

Detoxification programmes including *treatment* for drug addiction and alcoholism are not covered by the insurance. Without affecting this provision, the contractual benefits will be paid for an initial detoxification for which reimbursement of the costs or benefits in kind cannot be claimed elsewhere, provided that we have agreed to reimburse the costs in writing before the *treatment* commences. Such agreement may be made contingent upon an appraisal of the chances of success by a *doctor* authorised by our company. In the case of inpatient detoxification, only the expenses incurred for general basic *hospital* services, including medical *treatment* and *drugs*, will be reimbursed.

Treatment by doctors, dentists and other therapists, as well as in certain hospitals

This includes *treatment* by *doctors*, *dentists*, other *therapists* and in *hospitals* whose invoices have been excluded from reimbursement for an important reason. However, this exemption from the obligation to pay benefits only applies to those insured events that occur after you have been informed of the exclusion of benefits. If an insured event has already occurred at the time of notification, our exemption from benefits will only apply for those expenses that are incurred more than three months after notification.

Cosmetic/ plastic surgery

Expenses incurred for cosmetic or plastic surgery will only be reimbursed within the framework of medically necessary *treatment*.

Therapies and treatment in sanatoria, as well as certain rehabilitation measures

Therapies and *treatment* in sanatoria, as well as rehabilitation measures by statutory rehabilitation providers will not be indemnified. Depending on the selected plan level, however, we will reimburse a share of the expenses for follow-up rehabilitation.

Treatment by wives/ husbands, non-marital partners, parents or children

Costs for *treatment* by wives/ husbands, non-marital partners, parents or children will not be reimbursed. The proven cost of materials necessary for the *treatment* will, however, be reimbursed in accordance with the plan.

Need for long-term care and custody

We will not reimburse any costs incurred for accommodation in conjunction with the need for long-term care and custody.

What other limitations apply in respect of our obligation to pay benefits

If the *treatment* or other measure for which benefits have been agreed exceeds the medically necessary extent or if the remuneration claimed is unreasonable, we will be entitled to reduce our benefit to a reasonable sum. If benefits can also be claimed from a statutory health insurance fund or from any other provider of benefits or institution, we will only be obliged to reimburse those expenses which effectively remain necessary despite these benefits.

7 Points to note when an insured event occurs

7.1 What is meant by “medically necessary”?

All measures which are specifically designed to cure or alleviate an illness are deemed to be medically necessary.

7.2 Which requirements must be met in order to obtain benefits?

The *insured persons* are free to choose from all the *doctors* and *dentists* that are licensed to provide medical or dental *treatment* in the country in which *treatment* is required. The same freedom of choice also applies for other *therapists* who have completed an approved and soundly based course of training in their field of therapy. Expenses will only be reimbursed for medical and dental *treatments* that are required for medically necessary *treatment* in relation to medical or dental practice.

Fees will be reimbursed for medical and dental *treatment*, as well as for the services of other *therapists* if they are reasonably calculated according to an *acknowledged rate of fees* typical for the country in question. Expenses exceeding the maximum fees in relation to these acknowledged rates of fees may also be reimbursed if they are caused by difficulties resulting from the illness or the medical findings and have been reasonably calculated. Our reimbursement for services by other *therapists*, such as masseurs, midwives or practitioners of complementary medicine, for which a separate *acknowledged rate of fees* may not exist in the *country of residence*, will be based on the comparable fees for *doctors* and customary prices in the *country of residence*.

Dental materials and laboratory work will be indemnified on the basis of average prices in the *country of residence*. Dentures, *implants* and orthodontic *treatment* are deemed to be *treatments* performed by a *dentist* even when carried out by a *doctor*. They are not included in inpatient or outpatient *treatment*. Within the scope of the contract, we will reimburse the expenses incurred for examination and *treatment* methods, as well as *drugs*, which are generally accepted by *conventional medicine*. In addition, we will also reimburse the costs incurred for methods and *drugs* which have been proven in practice or which are employed because conventional methods or *drugs* are not available; however, our benefits may be limited to the sums which would have been payable had conventional methods and *drugs* been available.

7.3 What must be done when an insured event occurs?

We naturally wish to settle all claims as quickly as possible, which is also in the *insured persons* best interests. For this purpose, claims for insurance benefits must be declared and the relevant invoices submitted without delay when the *treatment* has ended.

- a) We are only obliged to indemnify when we have received all the invoices and documents requested by us; these invoices and documents become our property and we reserve the right to archive them.
- b) Please note:
Unless otherwise agreed, the *insured person* should send the invoices directly to the relevant Service Center when an insured event occurs. To process of reimbursements all original documents should be submitted to the Insurer. They must meet the standard legal requirements for issuing invoices in the respective country. (See also No. 7.4) In order to ensure swift and accurate processing and reimbursement of the expenses, we will also accept the transmission of receipts for amounts paid by means of telecommunication such as email or fax as long as the quality of transmission is sufficient for processing the claim. If there is a legitimate interest, the insurer may request the original receipts. If another health insurer or institution has reimbursed part of the costs, it will be sufficient to send us duplicates of the invoices or documents with the other insurer's or institution's original confirmation of reimbursement. We may also pay benefits to the person or party bringing or sending the required documents, with the effect of having discharged our obligation.
- c) Claims for insurance benefits may be neither assigned nor pledged.

7.4 Which information must be contained in the invoices?

- a) Invoices must include the following criteria:
 - First name and surname, as well as the date of birth of the *insured person*.
 - A precise identification of the illness (diagnosis) or otherwise a description of the symptoms by the *doctor*.
 - The individual medical services and *treatment* data with unit price.
 - Where dental *treatment* is concerned, the invoice must also specify which teeth have been treated or replaced and which services

have been rendered in each instance.

b) Further important points:

- All documents or invoices should preferably be issued in English, German, French, Dutch or Spanish and must use Arabic numerals and Latin characters (1, 2, 3 ... a, b, c ...) as well as the *ICD Code 9* or 10 (International Classification of Diseases).
- Prescriptions must specify the first name and surname, as well as the date of birth of the *insured person*, the *drugs* which have been prescribed, their price and the receipt of payment.
- Prescriptions must be submitted together with the corresponding *doctor's* invoice; invoices for therapies and therapeutic aids and appliances must be submitted with the corresponding prescription.
- If *substitute hospital cash plan benefits* are claimed instead of reimbursement of costs, a certificate confirming the inpatient *treatment* must be submitted with the first name, surname and date of birth of the person receiving *treatment*, the diagnosis, the date of admission and discharge, as well as the duration of leave if applicable.

Wherever possible, please use our “Health Insurance Claim Form” in order to apply for reimbursements; this form can be downloaded from our Internet website or obtained from the relevant Service Center. The submission of this document signed by the *doctor* will ensure a swift processing of the claim and will usually avoid any additional requests to clarify a claim so its reimbursement is not delayed.

7.5 What must be done in the event of an accident/ emergency?

You and the *insured person* can contact us at any time, day or night. Addresses, telephone numbers and email address are stated in all our documents. If an *insured person* contacts its relevant Service Center following the occurrence of a major insured event, particularly following an *accident, emergency* or in the case of inpatient *treatment*, we will offer to call you back immediately.

7.6 How are claims for benefits handled?

a) Inpatient benefits

At request, fixed costs, such as the rate for nursing care or the costs for *hospital* accommodation or the fees for transport by ambu-

lance, can be paid directly to the party issuing the invoice. In addition, the *insured person* may also assign the entitlement to reimbursement from us to the party providing the *treatment* or services by signing a declaration of assignment for the *hospital*. However, we can only pay the costs directly if the *hospital* agrees to this procedure and if this is in keeping with the customs typical of the country concerned.

b) Outpatient and dental benefits

The *insured person* is the contractual partner of the *doctor/ therapist* consulted. When *treatment* commences, the *doctor/ therapist* will conclude a contract for *treatment* with the *insured person* as the basis on which he/ she can subsequently draw up an invoice. You resp. the *insured person* can then present this invoice to the relevant Service Center so that the contractually agreed benefits can be paid out to you from there.

7.7 How are claimed benefits reimbursed?

As a rule, benefits are paid according to the principle of reimbursement. In other words, we will reimburse the eligible costs incurred within the framework of medical *treatment*. As a special service at request, we can pay our reimbursement directly to the party issuing the invoice, for instance if particularly large sums are involved (over EUR 2,000).

7.8 What exchange rates apply?

Invoices are reimbursed in the currency agreed with you. Foreign-currency costs are converted into the contractual currency at the rate applicable on the day that we receive the documents. This is based on the official exchange rate of the Federal Reserve System (Fed) for the agreed contractual currency. Currencies which are not traded and for which reference rates are not defined are similarly converted at the current rate specified by the Federal Reserve System (Fed). This is unless you can submit bank vouchers proving that you purchased the necessary currency at a less advantageous rate in order to pay the invoices.

8 Duties?

- a) *Hospital treatment* must be reported to us without delay, preferably within ten days of the *treatment* commencing. It is sufficient to inform the relevant Service Center of such *treatment*.
- b) You and the *insured persons* are obliged to provide all the information requested by us or the relevant Service Center in order to establish the occurrence of an insured event or to establish our obligation to pay benefits and the amount of benefit due. In addition, you must allow us or our *assisteur* to obtain all further information required in this context (above all by releasing medical professionals from their duty of confidentiality).
- c) We can request that the *insured persons* be examined by a *doctor* authorised by our company. We will reimburse the cost of such examinations and any travel expenses incurred in this context upon submission of documentary proof.
- d) The *insured persons* must make every effort to minimise the damage and desist from all actions detrimental to the or their convalescence.

Any neglect of the *conditions precedent* specified in Nos. 8 a) to d), above, will relieve us from our obligation to pay benefits, or entitle us to limit our benefits, subject to the restriction specified in the legal regulations. This only applies in cases of wilful intent or gross negligence. Knowledge and fault of the *insured persons* are deemed equivalent to your having this knowledge and fault.

What happens if you or the insured persons are entitled to claim benefits from a third party?

If you or an *insured person* can claim non-insurance damages of any kind from a third party, you or the *insured person* are obliged to assign such claims to us in writing up to the limit that expenses are reimbursed under the insurance contract, notwithstanding the statutory subrogation. If you or an *insured person* surrender such a claim or a right serving to secure the claim without our consent, we shall be relieved from our obligation to pay benefits insofar as we could have obtained compensation from the claim or right.

Setting-off

Our claims may only be set off against if the counter-claim is undisputed or has been established without appeal being granted.

Fraud

Entitlement to benefits does not exist if benefits are claimed Incorrectly, fraudulently or if third parties have fraudulently sought to obtain benefits under the present contract without legal foundation, but with your or the *insured persons* consent. All rights to benefits under this contract will be extinguished in such cases. Payments remitted prior to disclosure of the fraudulent actions must be repaid to our company in full.

9 Payment and charging of premiums

Payment of premiums

The premium stated in the *insurance policy* is a monthly premium and is always payable in advance. Any premium loading charged for insurance medical reasons must be specified separately. The first premium or premium installment is due immediately when we have accepted your or the *insured persons application* for insurance.

If the insurance does not commence on the first day of the calendar month and/ or if it ends before the last day of the calendar month, only a prorated monthly premium will be payable for the first and/ or last insurance month.

Payment of other charges and insurance tax

We must invoice you the statutory charges, dues or taxes associated with your insurance contract in addition to the insurance premiums. This must be documented accordingly in your *insurance policy*. Unless specified otherwise, the insurance tax and dues or charges must be collected together with the insurance premium.

Premium charging

The insurance premium for each insurance year depends on the personal state of health, the individual premium according to the current table of premiums as well as the *insured persons* age on the first day of the insurance year. The age bands are staggered taking into account the following distribution between ages/ of the insurance years 0-19, 20-24, 25-29, 30-34, 35-39, 40-44, 45-49, 50-54, 55-59, 60-64, 65-69, 70-74, 75-79. Should the beginning of a new insurance year involve an increase in the age band, the premium will be modified according to the new age band.

Adjustment of costs

We are entitled to pass on to you all increases in statutory charges, dues or taxes. You will be notified of such changes in writing no less than three months before the beginning of the next insurance year; they will become effective as from the beginning of the next insurance year. If you do not agree to these changes, you may terminate the insurance beforehand with effect from the date on which the changes became effective.

Late payment of premiums

If the agreed premium is not paid within ten days of the due date, we may demand payment from you upon expiry of this time-limit. This demand for payment will be sent to you by registered letter addressed to your last place of residence. Delivery is deemed to have been effected even if you refuse to accept the letter.

If the premium has still not been paid within 30 days of receiving the demand for payment, we will be relieved of our obligation to indemnify for all insured events occurring after expiry of the time-limit. You remain obliged to pay premiums in the future even though we are no longer obliged to indemnify you. If the premium has not been paid ten days after expiry of the additional time-limit, we will be entitled to terminate the insurance with immediate effect. If the contract is not terminated, our obligation to indemnify will be reinstated for all new insured events occurring if you have paid the sums and proven default costs due up to this point in time. Insurance cover will then resume at midnight of the day after we or our duly authorised person has received all outstanding sums. We are under no obligation to indemnify if you do not pay the sums outstanding amount until occurrence of the insured event has ceased to be uncertain.

The insurance contract is deemed to have been terminated if premiums are not paid for a period of more than two years.

10 General information

10.1 When can the General Conditions of Insurance be amended?

We may amend or change the General Conditions of Insurance in the following exceptional cases, while simultaneously safeguarding your interests, if:

- a) conditions in the healthcare sector change not just temporarily, and particularly in the following cases:
 - aa) changes in legal regulations underlying individual provisions of the contract,
 - ab) changes in supreme court rulings underlying individual provisions of the contract;
- b) the General Conditions of Insurance contain an invalid provision and must be modified in order to continue the contract. This may be the case in particular if:
 - ba) individual provisions have been declared invalid by a court of law without the right of appeal,
 - bb) a cartel authority, an insurance supervisory authority or a comparable authority has issued an administrative act objecting to a provision as being incompatible with the law, and the statutory regulations do not include any ruling which could replace such a provision. The General Conditions of Insurance may only be amended if the relation between services received and benefits reimbursed as agreed upon conclusion of the contract is significantly out of proportion. Individually and in combination with the other contractual terms, the amended General Conditions of Insurance must not place the *insured persons* in a less favourable position than under the original provision. The amended General Conditions of Insurance will be reported and explained to you in writing. They will come into effect at the beginning of the insurance year following the date of notification. The amended General Conditions of Insurance are considered to have been approved if you do not, within one month of receiving notification, terminate the insurance relationship for the *insured person* concerned with effect from the date on which the amendment comes into force.

10.2 Insurance of new-born babies

The new-born baby is insured as from the moment of birth, without qualifying periods, provided that at least one parent is insured under the plan on the date of birth and we receive the *application* for insurance within two months. If the *application* for insurance is received more than two months after the date of birth, insurance cover will commence – at the earliest – on the day on which we receive the notification. If the birth is reported after expiry of the two-month period, a premium loading of not more than 100 % may be charged for insurance medical reasons in addition to the plan premium following an assessment of the risk.

The insurance cover for the new-born child must not be greater or more comprehensive than that of one insured parent.

Adopting a child is equivalent to giving birth, provided that the child is still a minor at the time of adoption. A premium loading of up to 100 % may be agreed in the case of a higher risk.

10.3 Has your contract data changed?

Declarations of intent, *conversions* and notices regarding the insurance contract must always be addressed to us in writing.

Change of address? Change of marital name?

Please inform us of your and the *insured persons* new address or new name without delay, otherwise important information from us may not reach you on time or not at all.

New bank account?

Let us know your new account number without delay so that we can remit our payments to the correct account.

Has your credit card data changed?

Please send us your new credit card data (expiry date, security number or bank) without delay.

10.4 Tell us what you think

Do not hesitate to contact us by post, telephone, fax or email if you have a suggestion or are dissatisfied with us.

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You can also contact the ombudsman for insurances (A.C.A. – Association des Compagnies d'Assurance –, 3, rue Guido Oppenheim, L-2263 Luxembourg, in cooperation with the U.L.C. – Union Luxembourgeoise des Consommateurs –, 55, rue des Bruyères, L-1274 Howald) or the supervisory authority responsible for all private health insurers in Luxembourg, at the following address: Commissariat aux Assurances, 7, boulevard Royal, L-2449 Luxembourg.

10.5 When can you assert your claims against us in court?

Contrary to expectations, agreement sometimes cannot be reached when handling claims for insurance benefits. In such a case, you and/ or the *insured person* can assert claims against us in a court of law. All disputes arising from the insurance contract will be brought before a court of law in the Grand Duchy of Luxembourg or before a court of law in the town in which you or the *insured persons* reside. If your place of residence or that of the *insured persons* is not in one of the member states of the European Union, jurisdiction will rest exclusively with the courts of law in the Grand Duchy of Luxembourg.

11 Glossary

Explanation of terms used in conjunction with the Globality YouGenio® plan

Accident

An *accident* is defined as an occurrence suddenly and unexpectedly acting on the body externally and causing damage to health.

Acknowledged rate of fees

Basis on which medical and dental services are calculated. They may differ from one country to the next.

Application

The *application* for insurance is filed for the *policyholder* and the *insured persons* using an *application* form provided by the insurer.

Assisteur

Our *assisteur* specializes in providing the insured persons with help and advice in *emergencies* or during *hospital* stays. They also provide additional services to make the stay of the *insured person* easier in the foreign country and handles the reimbursement of certain costs, such as the cost of return transport. The full range of services is set out in the enclosed Assistance Guidelines.

Conditions precedent

Conditions precedent define standards of conduct which must be observed in order to qualify for the benefits claimed under the insurance contract.

Conversion

Conversion is the term used when an existing insurance cover with us is changed, e.g. by agreeing on a different *deductible*, while maintaining the rights which you and the *insured persons* have already acquired through the previous continuous insurance with our company.

Country of departure

The *country of departure* is the country in which the *insured persons* permanently lived prior to their stay abroad.

Country of residence

The *country of residence* is the country in which the *insured persons* live after commencing their stay abroad.

Deductible

The effect of a *deductible* is that the *insured person* bears a certain portion of the costs. The *deductible* is the own share to be borne by the *policyholder* and the *insured persons*. If a *deductible* has been agreed, this will be documented in the *insurance policy* (see No. 4.2).

Dentist

Therapist who primarily deals with disorders of the teeth and mouth.

Doctor

A *doctor* is a medical professional (general practitioner or specialist) or holder of a medical diploma who has the statutory approbation and is licensed to practice medicine in the country in which *treatment* is provided (see *treatment*). You and the *insured persons* are free to choose any *doctor* meeting these criteria.

Emergency

An *emergency* is defined as the sudden, acute occurrence of an illness or the acute deterioration of some aspect of health directly jeopardising the *insured person's* general state of health.

Existing medical conditions

Existing medical conditions are defined as those illnesses and their consequences which already exist upon inception of the insurance, as well as the consequences of *accidents* already known to you or the *insured persons* or for which you or the insured persons are already receiving *treatment*. They can basically be included in the insurance contract by special agreement with the *policyholder*. *Existing medical conditions* that are not specified when filing the *application* are not insured.

Geographical area

Insurance cover is provided for the following *geographical areas*:

Geographical area I: Worldwide including the USA

Geographical area II: Worldwide excluding the USA

Globality Service Card

The *insured persons* receive a personal *Globality Service Card* with the address and main telephone numbers of their relevant Service Center. The *Globality Service Card* serves as personal proof of insurance for all service-providers.

Home country

The *home country* is the country of which the insured person is a citizen or to which he or she is to be repatriated in the event of his or her death.

Hospital

Institution for inpatient and sometimes outpatient *treatment* which is approved and licensed in the country in which it operates. Benefits are only paid if the *hospital* is under constant medical management, has adequate diagnostic and therapeutic facilities and keeps medical records. In the case of medically necessary *treatment* in *hospitals* which also provide health cures and in sanatoria or convalescent homes, but which meet the above conditions in all other respects, benefits under the plan will only be paid if these have been confirmed in writing before *treatment* commences. Inpatient *treatment* in tuberculosis clinics and sanatoria can also be reimbursed within the contractual scope for tuberculosis patients. The following institutions do not qualify as *hospitals*: convalescent and nursing homes, health Centers, health resorts and spas, as well as sanatoria.

Insurance policy

The insurance cover agreed for the *insured persons* and the premium payable in each case are documented in your *insurance policy*.

Part-time hospital treatment

Part-time hospital treatment in a day or night clinic or *hospital* means that the patient only remains in the clinic during the day or night; full-time (i.e. 24-hour) inpatient *treatment* is not or no longer necessary.

Policyholder/ insured persons

You are the *policyholder*, as you have concluded the insurance contract with us. The *insured persons* are those for whom you have purchased insurance cover from us (e.g. your husband/ wife or non-marital partner and children).

Second opinion

Second opinion refers to the medical advice given by an independent second *doctor* not involved in the *treatment* in the case of potentially fatal illnesses and serious, permanent disabilities.

Substitute hospital cash plan benefits (see 4.3)

If you do not claim any benefits from us for medically necessary inpatient *treatment* covered by the insurance for an *insured person*, we will instead pay a substitute *hospital* cash plan benefit per day actually spent in *hospital* for the medically recommended inpatient *treatment*, in accordance with the selected plan level.

Therapist

A *therapist* may be a *doctor*, but also anyone who has received acknowledged, in-depth training in his/ her field and is licensed or authorised to give *treatment* in the country in which *treatment* is provided. *Therapists* include practitioners of complementary medicine, speech *therapists* and midwives/ obstetric nurses, as well as members of state-approved assistant medical professions with their own practice, such as masseurs, masseurs and balneotherapists, and physiotherapists. The *insured person* is free to choose any *therapist* meeting these criteria.

Treatment

Treatment describes the diagnostic and therapeutic measures to be undertaken by the *doctor* in order to identify, alleviate or heal a disorder, illness or injury. A course of *treatment* is deemed medically necessary if it could reasonably be considered medically necessary in the light of objective medical and scientific findings at the time of *treatment*.

12 Medical glossary

Explanation of terms used

Acupuncture

Acupuncture is an ancient method used in Traditional Chinese Medicine with which thin needles are pricked into the body to heal illnesses or alleviate pain. In *conventional medicine*, it is primarily approved of for treating pain.

AIDS

AIDS stands for: Acquired Immune Deficiency Syndrome, a serious disorder of the immune system.

Cancer

Cancer is the general term used for all malignant disorders caused by the uncontrolled multiplication of mutated cells (new growths, tumours, carcinoma). Such cells can destroy the surrounding tissue and produce metastases (secondary growths).

Chiropractic

Chiropractic is also known as manual therapy. Mutually displaced or dislodged vertebrae and other joints are “wrenched” into place again by certain manual actions.

Conventional medicine

Conventional medicine is defined as the form of medicine based on accepted scientific methods which are taught at universities and are therefore generally acknowledged and applied.

Cures and sanatorium treatment

Cures and sanatorium treatment serve to strengthen a person's state of health.

Domestic help

Domestic help is part of the nursing care provided at home. It encompasses assistance with the usual, recurrent tasks of everyday life associated with the running of a home, such as shopping, cooking, cleaning the home, washing-up, changing and washing the laundry and clothes, as well as heating the home.

Dressings

Dressings is the term used to describe the material for dressing wounds.

Drugs

Drugs are active agents which are administered in isolation or in combination with other substances to diagnose or treat illnesses, disorders, disabilities or pathological conditions. Foods, cosmetics, and body care articles are not recognised as *drugs*. *Drugs* must be prescribed by a *doctor* and must be obtained from a pharmacy. Medication, medicine and pharmaceuticals are synonymous terms.

Homeopathy

Homeopathy is based on three elements: the law of similars, the principle of minimum dose and the principle of potentiation. A homeopath proceeds on the assumption that an illness which produces certain symptoms can be healed with remedies which produce similar symptoms in health people.

Hydrotherapy

Hydrotherapy is defined as a specific external *treatment* using water.

ICD Codes

ICD stands for the International Classification of Diseases and is an international system for encoding and classifying all known diagnoses.

Implants

Implants are defined as dental *implants* (metal or ceramic) which are embedded as a substitute for the root of a tooth or in the toothless jaw.

Magnetic resonance imaging (MRI)

A diagnostic technique in which radio waves generated in a strong magnetic field are used to provide images of the body's internal tissues and organs.

Oncology

Oncology is a subsection of internal medicine which deals with the occurrence, diagnosis and *treatment* of tumors and related illnesses.

Osteopathy

Osteopathy encompasses the comprehensive manual diagnosis and therapy of malfunctions in the locomotor system, internal organs and nervous system. It is primarily used for treating chronic pain of the spinal chord and peripheral joints.

Outpatient surgery in lieu of inpatient treatment

Outpatient surgery which can be performed either by a *doctor* or in a *hospital*, but which does not make it necessary to spend the night in *hospital* and need not be followed by a stay in *hospital*.

Palliative medicine

Palliative medicine describes the comprehensive and acute *treatment* provided to patients whose life expectancy is limited, whose illness can no longer be cured and for whom the purpose of *treatment* is to achieve the best possible quality of life for the patient and his/ her relatives.

Performances for conservation

These are defined as measures which are designed to preserve the teeth (e.g. fillings, *treatment* of the root canal).

Performances relating to analysis and therapy of dental function

Examination and *treatment* method used in dentistry to diagnose disorders and illnesses of the entire masticatory apparatus.

Positron emission tomography (PET)

Positron emission tomography (PET) is an imaging process with which the distribution of a substance marked with a positron emitter in the patient's body can be represented non-invasively. The concentration of such a “marker” in a tumour can also be assayed quantitatively. The substance is injected intravenously and its radiation emission detected with the aid of external detectors. Important biological processes in tumours can be visualised with the aid of PET.

Prophylactic measures

Prophylactic measures are preventive measures; they encompass individual and general measures to avert the threat of illness (e.g. vaccinations, passive immunisation, preventive medication when travelling to hazard areas, *accident* prevention etc.).



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