

Group insurance policy for international health insurance

Framework agreement No.: CO-1000

Between

Sample Company OÜ
Test Street 123, 12345 Sample City
Estonia
Registry Code: 12345678
Mail: john.doe@email.me

– hereinafter referred to as 'organization' –

and

DR-WALTER Versicherungsmakler GmbH
Eisenerzstraße 34
53819 Neunkirchen-Seelscheid
Germany

– hereinafter referred to as 'DR-WALTER' –

with the participation of the distributor

Herrmann, Huebner & Partner Insurance Broker OÜ
Pärnu mnt 388b-1, 11612 Tallinn
Estonia

– hereinafter referred to as 'Herrmann, Huebner & Partner' –

the following agreement is hereby entered into:

§ 1 Introduction

The organization and DR-WALTER, with the participation of Herrmann, Huebner & Partner, hereby enter into an agreement for the health insurance of employees (main insured persons) as well as their family members (co-insured persons) who are abroad.

§ 2 Participating insurance company

Insurance coverage for the international group health insurance policy is provided by:

Barmenia Krankenversicherung AG
Barmenia Allee 1
42119 Wuppertal, Germany.
Headquarters: Wuppertal
Registration Court: District Court Wuppertal, HRB 28475

– hereinafter referred to as 'insurer' –

§ 3 Basis of this agreement

The basis of the cooperation is this group insurance contract for international health insurance COVRD.EE including annexes.

The organization may enroll employees (main insured persons) as well as their family members (co-insured persons) who are abroad in the international group health insurance policy COVRD.EE.

The following annexes are part of this group insurance contract:

- The consumer information COVRD.EE, consisting of the general customer information and the insurance conditions DW-WP in their version from 01 December 2022 for the international group health insurance policy
- The fact sheet COVRD.EE
- The description of benefits COVRD.EE
- The table of premiums COVRD.EE

§ 4 Insured persons

1. Eligible as (main) insured persons are employees of the organization who become members of Living Abroad Community e. V. upon joining this group insurance contract, who are staying abroad and who are insurable according to the consumer information COVRD.EE.
2. Eligible for insurance as (co-)insured persons are family members – spouse, life partner and children – of the (main) insured person, who are staying abroad and who are insurable according to the consumer information COVRD.EE.

§ 5 Start, duration and end of the agreement

1. This agreement starts on 01.01.2024 and is for the time being effective until 31.12.2025. It shall be tacitly extended by one year at a time unless written notice of termination is received by one of the parties at least three months before expiry.
2. Should the supervisory authority require changes to the insurance conditions, or the underlying business plan, or this agreement, the organization must cooperate in this and make such changes in agreement with DR-WALTER and the insurer.
3. If the request of the supervisory authority is not complied with by the organization, this contract may be terminated by registered letter with one month's notice to the end of the current calendar year.

§ 6 Applications for insurance

1. Employees of the organization who belong to the group of persons specified in § 4 shall apply for insurance as required. The application is made through the provided application form or electronically. To be able to decide on the insurability of a person to be insured, he or she needs to undergo a medical examination during the application process.
2. DR-WALTER prepares the insurance certificates and premium invoices.

§ 7 Conclusion of a contract / Support / Claims handling

DR-WALTER and Herrmann, Huebner & Partner are jointly responsible for the conclusion and support of the individual insurance contracts. The support includes advice regarding insurance coverage under this contract, the provision of information, the receipt and forwarding of declarations of intent by the insured persons, and claims handling and settlement.

Mediation and support is provided by
Herrmann, Huebner & Partner:

Herrmann, Huebner & Partner
Insurance Broker OÜ
Pärnu mnt 388b-1
11612 Tallinn, Estonia
Registry number: 14897643
Email: office@hhp.ee

All billing and settlement of benefits is handled by
DR-WALTER GmbH:

DR-WALTER GmbH
Eisenerzstraße 34
53819 Neunkirchen-Seelscheid, Germany
Headquarters: Neunkirchen-Seelscheid
Registration Court: District Court Siegburg, HRB 4701
Register of insurance brokers: D-QAMW-L7NVQ-57

§ 8 Billing and payment of premiums

The premium to be paid results from the enclosed premium overview. Payment of premiums is made by bank transfer after invoicing.

The premium is payable to DR-WALTER.

§ 9 Termination and extraordinary cancellation of the agreement

This agreement shall terminate automatically and immediately upon and after the occurrence of any of the following events:

- Cessation of business activities by either party;
- Dissolution or liquidation of one of the parties.

Either party shall have the right to terminate this agreement for good cause in writing, stating the reason, with immediate effect, in particular in the case of

- intentional or grossly negligent conduct of another contract partner with a significant effect on the reputation of the terminating party,
- serious breach of or non-compliance with contractual obligations;
- insolvency of the other contract partner or application for composition proceedings.

§ 10 Rights and obligations concerning insurance benefits

1. The insured persons are the sole beneficiaries of the insurance benefits.
2. Insofar as the agreed obligations relate exclusively to the individual insurance contract, they must be fulfilled by the insured persons. In this respect, the knowledge and conduct of the insured person is also relevant.
3. Only the insured persons are entitled to information rights regarding insurance benefits in accordance with the German Insurance Contract Act (VVG).
4. Notwithstanding § 35 VVG, in the event of default by the policyholder in the payment of premiums, claims by the insured persons for insurance benefits may not be offset.

§ 11 Correspondence

Correspondence on matters concerning the performance of individual insurance contracts, in particular correspondence on health data and on the granting of insurance benefits, shall be conducted exclusively between DR-WALTER, the insurer and the insured persons.

§ 12 Termination of individual insurance contracts

1. The termination of this contract does not affect existing insurance contracts; these will only end on the agreed date. After termination of this contract, the contract partners will continue to treat the remaining insurance contracts as if the contract were still in force.
2. Upon termination of employment with the policyholder, the insured persons may continue the contract as policyholder and for the duration of the originally agreed period at their own expense. If continuation in the same insurance tariff is not possible, DR-WALTER or Herrmann, Huebner & Partner will offer an alternative tariff.

§ 13 Information for the insured

The organization or Herrmann, Huebner & Partner undertake to inform the insured in an appropriate manner about their insurance coverage and the essential provisions of this agreement. For this purpose, DR-WALTER will provide the necessary information.

§ 14 Promotion

The organization has the right to refer to the insurance products to which this agreement relates and to the cooperation with DR-WALTER or the insurer within its general or special promotional materials. If the organization exercises this right, the promotional materials must be approved by DR-WALTER prior to publication.

§ 15 Jurisdiction and applicable law

The place of jurisdiction for lawsuits against DR-WALTER is Siegburg as well as Wuppertal for lawsuits against the insurer. This agreement is subject to German law.

§ 16 Text form

All declarations of intent and notifications must be made in text form to become effective. All correspondence shall generally be between the parties to this agreement.

§ 17 Final provisions

Should any provision of this contract be wholly or partially invalid or later lose its legal effect, this shall not affect the validity of the remaining provisions. In place of the invalid provision, another appropriate provision shall apply by way of adjustment which comes closest in economic terms to what the contract partners would have intended if they had considered the invalidity of the provision.

For the parties:

Sample City, Estonia
John Doe for
Sample Company OÜ

Tallinn, Estonia
Christoph Huebner for
Herrmann, Huebner & Partner
Insurance Broker OÜ

Neunkirchen, Germany
Reinhard Bellinghausen for
DR-WALTER
Versicherungsmakler GmbH

Annexes (in separate files)

- Consumer information (COVRD.EE)
- Insurance Product Information Document (COVRD.EE)
- Table of premiums (COVRD.EE)
- Description of benefits (COVRD.EE)

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