

# Evolution Health Plan (EU) Germany

Moratorium



## Application form

**Please complete all parts of this form and return it to your agent/ insurance broker.** It is important that you complete this Application Form fully. Failure to do so may result in the form being returned to you for completion.

This Application Form asks questions that are material to both the risk underwritten and the calculation of the premium by SI Insurance (Europe), SA (the "Insurer"). You must take care when answering any questions the Insurer asks by ensuring that all the information provided is accurate and complete (the 'Duty'), and the Duty applies when the policy is varied or renewed.

**If you answer the questions incorrectly or incompletely, the Insurer can withdraw from the contract and be exempt from benefits in the event of intentional or grossly negligent breach of the duty of disclosure. If the breach of the duty of disclosure is neither intentional nor grossly negligent, the Insurer can terminate the contract or continue it under changed conditions.**

All Application Forms are reviewed prior to acceptance and therefore no cover shall be granted until confirmation is provided.

Please indicate that you agree to communicate with Insurers in respect of this Application Form and all subsequent communications in the English language:

I consent

I do not consent

### 1 Your personal details

Title	Forename(s)	Surname/Family Name	
Date of birth	Gender	Height	Weight
Overseas address	Post/Zip code		
Phone	Mob	Email	
Home address	Post/Zip code		
Occupation	Nationality		
Home country (for which you have a passport)			
Country for which this cover is required (where you will be spending most of your time)?			
How long have you been resident in your country of residence (years/months)?			

### 2 Cover required

Date upon which annual cover to commence, or the date on which your proposal is accepted by insurers, whichever is the later

Choose your geographical area of cover	Europe	Worldwide excluding USA, China, Singapore & Hong Kong	Worldwide excluding USA	Worldwide	
Choose your level of cover	Standard Premium	Standard Plus Elite	Comprehensive		
Please select the annual excess you wish to apply to your policy	Nil 2500	100 5000	250 7500	500 10000	1000

## 2 Cover required — continued

In addition you may select a co-insurance applicable to out-patient claims only. In effect this is a percentage of each out-patient claim for which you are responsible.

Nil co-insurance                      10% co-insurance

20% co-insurance

**N.B. This option is not applicable to the Standard level of cover as there are no out-patient benefits on Standard.**

Home country evacuation module  
(120 adult/75 child)

Please specify the currency in which you wish to pay premiums and receive benefits

US Dollar \$

Sterling £

Euro €

Do you or any of the persons to be included in this proposal, have existing health insurance?

Yes

No

If yes, which provider?

To avoid any delays and ensure that we can process your application swiftly and efficiently - Please ensure that you include the following items with your application:

- Copy of passport

Have you or any of the people to be included in the proposal, ever been refused cover by an insurance company or been accepted on special terms? *(If yes provide details on a separate sheet)*

Yes

No

## 3 Dependants to be included

Full name of dependants	Relationship to proposer	D.O.B	Nationality	Gender	Height	Weight	Occupation
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Spouse

Dep. 1

Dep. 2

Dep. 3

Please provide us with the name and address of your regular personal or family doctor/physician. If you do not have a regular doctor, please give the last doctor you visited and approximate date. If there is a different doctor for each applicant, please provide all details and indicate which physician applies to each applicant.

**NB. This must be supplied for us to be able to process your application**

## 4 Moratorium

This policy has a 2 year Moratorium. Moratorium Underwriting means that you and any eligible dependants will not be covered for any pre-existing medical conditions that have been in existence during the 5-year period before your start date.

After 2 years continuous cover, pre-existing medical conditions may become eligible for cover (unless the condition is specifically excluded by the policy) if, at the first time of receiving treatment, you/your dependant has not in that two (2) year period:

- Suffered any symptoms;
- Consulted any medical practitioner for check-ups/monitoring of a condition, received follow up examinations, medical treatment or advice;
- Been prescribed or taken medicine, including over the counter drugs, special diets, injections or physiotherapy;
- And, you were not reasonably aware the condition existed.

You do not have to have identified the condition for it to be pre-existing. However, it is highly likely that major conditions manifesting themselves in the first 6 months of a policy must have pre-dated the start date and so will be deemed pre-existing. This policy does not cover pre-existing conditions.

## 5 Payment method

Please specify how you would like to pay	Annually by credit/debit card	Annually by bank transfer <i>- details supplied on request</i>
	Semi annual by credit/debit card	
	Quarterly by credit/debit card	Monthly by direct debit <i>- only available in the EU on Euro policies only</i>
	Monthly by credit/debit card	

### Service fees - credit/debit card & SEPA Direct Debits

Annual payment	0%
Semi annual payments	+4%
Quarterly payments	+5%
Monthly payments	+8%
• If paying by credit/debit card please complete attached payment form	


### Service fees - bank transfer

Annual bank transfer	£10/€15/\$30
The bank transfer fee does not need to be included as long as the payee selects to pay all charges.	

## 6 Declaration

For the purpose of this declaration, (“I/We”) means any insured person intended to benefit from insurance cover as per the policy wording.

- a. I/We have been provided with a copy and read the EVOLUTION HEALTH POLICY (Germany - 2023) and IPID and I/we understand it to be part of the contract of insurance. In particular I/We have read, understand and accept the definitions, benefits and exclusions of the policy.
- b. I/We have read, understand and accept Section 6 of this application form on data protection.
- c. I/We am consenting for my/our insurance broker to act on my behalf for the purposes of transferring sensitive data.
- d. To the best of my/our knowledge and belief the information given in connection with this application form, whether in my hand or not, is true and I/we have answered all questions asked in this application form honestly and fully. I/We also understand that I/we must tell the insurer straight away if anything that I/we have already told the insurer changes. I/we understand that non-disclosure or misrepresentation of any facts may entitle the insurer to void the insurance. This application form and the information provided contains statements upon which the Insurer will rely in deciding whether to accept this insurance and in determining the terms and conditions of such acceptance.
- e. I/We understand that the signing of this application form does not bind me/us to complete, or the insurer to accept this insurance.
- f. If I/we have elected to pay our premium by instalments using credit or debit cards and Morgan Price have agreed to this, I/we authorise Morgan Price to continue to deduct such instalments as and when they become due unless I/we cancel this credit/debit card authorisation by giving at least 14 days notice in writing. I/we understand that if I/we have made a claim, no refund will be due and I/we will have to pay any outstanding instalments due in the current period of cover.
- g. I/We am authorised to sign this application form on behalf of all my/our dependents declared at Section 3 of this Application Form.
- h. I/We consent to communicate with Insurers in the English language in respect of this Application Form including all subsequent communications.

Signature of primary applicant 

Date

## 7 Data Protection & Professional Secrecy

### Data Protection

SI Insurance (Europe), SA part of the Sompo International <sup>[1]</sup> group, records and holds data in accordance with data protection legislation and for more detail about how Sompo International uses your personal information can be found within the policy wording and on its website at <https://www.sompo-intl.com/privacy-policies/>.

<sup>[1]</sup> The term “Sompo International” refers to and includes each and every subsidiary of Sompo International Holdings Ltd., a Bermuda exempted company (“SIHL”). To the extent, however, that an affiliate of SIHL that is not a subsidiary of SIHL receives or uses personal information that is covered by this Policy and requires protection under the Data Protection Legislation, then such affiliate is included within “Sompo International” for purposes of protecting the data that such affiliate receives or uses. For a list of Sompo International offices, please see <https://www.sompo-intl.com/location/corporate>. For a list of affiliates that are included in the Sompo Group, please see [https://www.sompo-hd.com/en/group/group\\_list/](https://www.sompo-hd.com/en/group/group_list/).

### Luxembourg Professional Secrecy

Sompo International has chosen SI Insurance (Europe), SA, a Luxembourg based and wholly owned subsidiary of Sompo International Holdings Ltd., to insure the risks located in the EEA. As such, this proposal/insurance policy will be subject to the Luxembourg professional secrecy rules. All insurance industry professionals in Luxembourg are required to maintain the confidentiality of the information entrusted to them during the exercise of their mandate or as part of their professional duties. By way of derogation, SI Insurance (Europe), SA may transfer this information to the entities in charge of the provision of outsourced services on behalf of the insurer. The service providers are subject to an obligation of professional secrecy or bound by a confidentiality agreement.

By signing the application form for (re)insurance or the (re)insurance contract, or the payment of the policy premium, the policyholder accepts the sharing of the information covered by Luxembourg professional secrecy with SI Insurance (Europe), SA’s service providers to the extent it is needed for the service outsourcing. More details can be found on <http://www.sompo-intl.com/locations/luxembourg> [www.sompo-intl.com/locations/luxembourg](http://www.sompo-intl.com/locations/luxembourg).

## 8 Notification of breach of the duty to disclose in accordance with Sec. 19 Para. 5 Insurance Contract Act (Versicherungsvertragsgesetz – VVG)

The above health questions must be answered correctly and completely (duty of disclosure).

If you answer the questions incorrectly or incompletely, SI Insurance (Europe), SA can withdraw from the contract and be exempt from benefits in the event of intentional or grossly negligent breach of the duty of disclosure. If the breach of the duty of disclosure is neither intentional nor grossly negligent, the insurer can terminate the contract or continue it under changed conditions.

## 9 Instruction pursuant to Sec 19 para. 5 VVG on the consequences of a breach of the statutory duty of disclosure

### What are the pre-contractual duties of disclosure?

Until you submit your contract declaration, you are obliged to truthfully and completely disclose all risk-related circumstances known to you about which you are asked in text form. If the insurer asks you in text form about risk-related circumstances after your contract declaration but before contract acceptance, you are also obliged to provide truthful and complete information in this respect.

### What consequences can arise if a pre-contractual duty of disclosure is breached?

#### 1. Withdrawal and lapse of insurance cover

If you breach the pre-contractual duty of disclosure, the insurer may withdraw from the contract. This does not apply if you prove that there was neither intent nor gross negligence. In the event of a grossly negligent breach of the duty of disclosure, the insurer has no right of withdrawal if it would have concluded the contract even if it had known of the non-disclosed circumstances, albeit under different conditions. In the event of withdrawal, there is no insurance cover. If the insurer declares withdrawal after the occurrence of the insured event, it shall nevertheless remain obliged to pay benefits if you prove that the circumstance not or incorrectly disclosed was not the cause neither for the occurrence nor the determination of the insured event nor for the determination or the scope of the insurer's duty to indemnify.

However, the obligation to pay benefits does not apply if you have fraudulently breached the duty of disclosure. In the event of a withdrawal, the insurer is entitled to that part of the premium which corresponds to the contract period which has expired by the time the declaration of withdrawal becomes effective.

#### 2. Termination

If the insurer cannot withdraw from the contract because you have only breached the pre-contractual duty of disclosure through simple negligence or without fault, the insurer may terminate the contract by giving one month's notice. The right of cancellation is excluded if the insurer would have concluded the contract even if it had known about the non-disclosed circumstances, albeit under different conditions.

#### 3. Contract amendment/adjustment

If the insurer cannot withdraw from or terminate the contract of the duty of disclosure because he would have concluded the contract even if he had known about the non-disclosed risk circumstances, albeit under different conditions, the other conditions become part of the contract at its request. If you have negligently breached the duty of disclosure, the other conditions shall retroactively become part of the contract. If the premium increases by more than 10% as a result of the contract amendment or if the insurer excludes the risk coverage for the non-disclosed circumstance, you may terminate the contract without notice within one month after receipt of the insurer's notification of the contract amendment. You will be informed of this right in the insurer's notification.

#### 4. Exercise of rights by the insurer

The insurer may only assert its rights to withdraw, terminate or amend the contract in writing within one month. The period shall commence at the time when the insurer becomes aware of the breach of the duty of disclosure giving rise to the right they are asserting. When exercising their rights, the insurer must state the circumstances on which it bases its declaration. The insurer may subsequently state further circumstances to substantiate the claim if the time limit in accordance with sentence 1 has not elapsed for these. The insurer may not invoke the rights of withdrawal, termination or contract amendment if it was aware of the undisclosed risk circumstance or the incorrectness of the disclosure. The rights to withdraw from the contract, to terminate the contract and to amend the contract expire five years after conclusion of the contract. This does not apply to insured events that occurred before the expiry of this period. The period is ten years if you have intentionally or fraudulently breached the duty of disclosure.

#### 5. Representation by another person

If you are represented by another person when concluding the contract, the knowledge and fraudulent intent of your representative as well as your own knowledge and fraudulent intent must be taken into account with regard to the duty of disclosure, withdrawal, termination, amendment of the contract and the preclusion period for exercising the insurer's rights. You can only rely on the fact that the duty of disclosure was not breached intentionally or through gross negligence if neither your representative nor you are guilty of intent or gross negligence.