

I Data Law Provisions

1. Information on the use of your data

In order to perform the contract, particularly in the event of benefit being payable, Medical Helpline Worldwide and the insurer need personal data from you. The collection, processing and use of this data is strictly regulated by law. In accordance with the GDPR and BDSG, you can request information regarding data stored by

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about you at any time and most data (except for medical data arising out of cases when benefits become payable) can be viewed directly at <https://customer.aqua-med.eu/customers/> using your personal login data. Read more about your rights in our privacy notice according to article 13 GDPR at <https://www.medical-helpline.com/datenschutzhinweise/>.

2. Consent for the collection, processing and use of data

The legal basis for processing your personal data is the GDPR, BDSG as well as additional rules of the insurance contract act. Your consent in accordance with data protection legislation is necessary for the collection, processing or use of your data. This contract cannot be concluded without such consent.

3. Processing and use of your health data

Medical Helpline Worldwide GmbH is a medical service business and is therefore subject to the medical duty of confidentiality in accordance with § 203 of the German Criminal Code (StGB). Your health data is thus also subject to the medical duty of confidentiality and cannot be forwarded to third parties, including insurers, without your express consent.

There is an exception to this rule if your health data is needed in an emergency for your medical treatment and our doctors consider it necessary to forward this information to the place of treatment. In such a situation, we can forward this information to the place of treatment even if we have only received oral notification of an emergency from you in order to ensure quick and safe treatment.

4. Verifying the duty to provide benefit

In order for the MHW to be able to provide its assistance services and in order for the insurer to verify its duty to provide benefits, it may be necessary for the MHW or the insurer to verify information about your state of health which you have provided for the purpose of substantiating claims or which is contained in documents (e.g. invoices, prescriptions, reports etc.) which have been submitted or communications from a doctor or other healthcare professionals.

This will only happen if it is necessary and you consent to the collection of data and if you release the places which hold the relevant health information from their duty of confidentiality. You can provide these declarations at a later date in individual cases.

II Important note

The contract is valid for persons whose place of residence is in the EU and Switzerland/Liechtenstein. Indicating your permanent residence allows us to contact you and is relevant for the validity of the foreign travel health insurance. The foreign travel health insurance only applies in countries outside of your permanent residence! Should you move to a country outside of the EU, Switzerland or Liechtenstein during your contract period, the contract will no longer be valid. Fees that have already been paid will not be reimbursed.

Contractual partner and insurance provider for clients domiciled in Switzerland/Liechtenstein are the Chubb Insurances (Switzerland) AG and the UNIQA Versicherung AG in Vaduz. Insurance provider for clients domiciled in the EU are the Chubb European Group SE and the R+V Allg. Versicherung AG.

German law shall apply; for customers residing in Switzerland/ Liechtenstein, local insurance law shall apply. All prices are in Euro and include value added tax. The contract commences upon receipt of the application at aqua med if no later start date or no option has been selected. The contract period is one year and will continue for an indefinite period afterwards. After the first contract year, it is possible to terminate the contract at any time with a notice period of one month.

You must inform us of any change of address and of contact details without delay. The contract and insurance conditions, which you can download from our website (www.aqua-med.eu) or request from us at any time, form the basis of this contract.

1. Payment method

The due dates for the first amounts depend on the payment method:

- via invoice: payment until 14 days after the first invoice is tendered
- via SEPA core direct debit: debit 14 days after the first invoice is tendered
- via credit card: verification of the credit card by our payment service provider and debit after your application has been processed, at the latest when the contract commences.

If you object to a direct debit without justification or if the collection fails for reasons which the MHW is not responsible for, we reserve the right to pass on the costs actually incurred to you.

If the contract is not terminated, the fee will be due after one year and will automatically be collected according to the payment method.

III Right of withdrawal for distance selling

If you have concluded your contract via distance communication, you have a 14-day right to withdraw from your contract. To do so, it is sufficient that you notify us of your withdrawal without stating any reasons within this period using the contact details listed under I-1 (Data Protection). This period begins after you have received this notice in text form, but not before we have fulfilled our information obligations pursuant to Article 246 § 2 in conjunction with § 1 paras. 1 and 2 of the Introductory Act to the German Civil Code (EGBGB). We will then fully refund any amounts already paid to us within 14 days of receiving your declaration of withdrawal. If you wish your contract to begin immediately or within this withdrawal period, your right of withdrawal expires pursuant to § 356 (4) of the German Civil Code (BGB) upon the commencement of the contract.

IV Severability clause

Should any provision of these contract conditions be invalid, the validity of the remaining provisions shall not be affected by this. The invalid provision shall be replaced with a valid provision the purpose of which comes as close as possible to the invalid provision.