

## Waiting period<sup>1</sup>

<b>Austria</b>	<p>Not foreseen in the VersVG</p> <p>§ 178d VersVG (Health Insurance) limits waiting periods agreed upon in the contract to a maximum of 3, 8, 9 months or 3 years, depending on the kind of medical treatment (note: 9 months is for pregnancy). There will be cover for illness occurring within the waiting period if the policyholder proves that the illness became apparent to him/her only after the conclusion of the contract or that pregnancy began only after the conclusion of the contract.</p>
<b>Bulgaria</b>	<p><u>Art.187 Code for the Insurance:</u></p> <p>An insurance contract shall enter into force upon payment of the whole premium due, or of its first instalment.</p> <p>No waiting period is envisaged in the law, however parties are free to agree on such a period as art.187 is a default rule.</p>
<b>Croatia</b>	<p>Pursuant to Article 8, paragraph 6 of the Compulsory <b>Traffic Insurance Act (Official Gazette, NN151/205, NN76/2013)</b> with insurance contracts concluded for one or more years, the rights and obligations ensuing from the insurance contract shall be extended after the expiry of the insurance contract for a maximum of 30 days (grace period) unless the insurance undertaking has not received, at least three days before the expiry date of coverage, a registered letter from the policyholder stating that he does not approve of the extension of the insurance contract.</p>
<b>Estonia</b>	<p>Only provisions regarding health insurance - § 558 (1) (2) LOA.</p> <p>The waiting period shall not exceed:</p> <p>5 months in the case of medical expenses insurance, hospital insurance and insurance against incapacity for work</p> <p>9 months in the case of childbirth and health services related thereto</p> <p>3 years in the case of long-term care insurance</p> <p>If the insured event occurs before the end of the waiting period, the insurer shall be required to perform only if the policyholder proves that the illness occurred or that the child was conceived only after entry into the contract.</p>
<b>Finland</b>	<p>Section 11(3) of the Insurance Contract Act:</p> <p>"If justified by the nature of insurance or another particular reason, the terms and conditions of an insurance policy may include a provision to the effect that cover commences only after the insurance premium has been paid. In order to be able to invoke such provision in the terms and conditions of the insurance, the insurer shall</p>

<sup>1</sup> The information in this table is provided by insurance experts or insurance organisations from respective country. It does not contain a thorough review of all Member States' insurance contract laws and does not reflect the official opinion of the Commission.

	<p>indicate this prerequisite in its written invoice for the insurance premium." (14.5.2010/426)</p> <p>The insurer's liability commences, unless some other time is individually agreed with the policyholder, when the insurer or the policyholder gives or sends a reply to the other party to accept the offer. However, if the policyholder has submitted or sent the insurer the insurance application in writing, and it is apparent that the insurer would have approved the application, the insurer is liable for the possible occurrence of the insured event, even if it occurs after the application is submitted.</p> <p>The insurer may not reject an application for personal insurance on the basis that the insured event has occurred or the state of the health of the insured has deteriorated after the dossier is submitted or sent to the insurer.</p>
<b>France</b>	missing
<b>Germany</b>	<p>§ 197 VVG: Waiting periods play a role with health insurances and related insurances and may not exceed three months in respect of cost of illness, daily hospital allowance insurance and daily sickness allowance insurance and eight months in respect of childbirth, psychotherapy, dental treatment, dental prostheses and orthodontics. In the case of long-term nursing care insurance, the qualifying period may not exceed three years.</p> <p>§ 197 VVG is semi-mandatory, § 208 VVG.</p>
<b>Greece</b>	<p><u>Art.6 of law 2496/97 in regard to insurance contract:</u></p> <p>The cover begins upon the payment of the single premium or of its first instalment. (except as otherwise agreed or if the circumstances of the conclusion of the contract indicate otherwise).</p> <p><u>Art.19 of law 2496/97 in regard to insurance contract:</u></p> <p>In regard to property insurance, it is provided that the cover takes effect from noon time of the day following the day of the issue of the policy (unless otherwise agreed).</p> <p><u>Art. 30 of law 2496/97:</u></p> <p>In case of suicide of the insured before the expiry of two years from the date of the conclusion of the contract, the insurer is not obliged to pay the agreed sum.</p> <p>No other waiting period is explicitly envisaged in the existing legal framework. However parties are free to agree on such a period, while in health insurance waiting period tends to play a significant role in the relevant contractual terms.</p>
<b>Hungary</b>	<b>(Ptk. 6:480 for life assurance)<sup>2</sup></b>

<sup>2</sup> ■ **Bit.** – Act on Insurance Institutions and Insurance Business; Act of LX of 2003.

	<p>In case of life insurance contracts waiting period may be agreed, but it cannot exceed 6 months.</p> <p><b>(Ptk. 6:489 for health insurance contracts)</b></p> <p>In case of longterm care insurances and health insurance where any lasting disease of the insured person is known by both contracting parties, waiting period can be agreed, but it cannot exceed 3 years.</p>
<b>Italy</b>	<p>NON LIFE, <u>art. 1899 Civil Code</u>: The insurance coverage is effective from midnight of the day of the conclusion of the relevant contract.</p> <p>LIFE, <u>art. 1927 Civil Code</u>: In case of suicide of the insured, waiting period of two years.</p> <p>(this rule can be derogated)</p>
<b>Portugal</b>	<p>Articles 22/2 and 216/2 of the Legal Regime state:</p> <p style="text-align: center;"><b>Article 22</b></p> <p style="text-align: center;"><i>Specific duty to provide clarification</i></p> <p>.....</p> <p>2. In fulfilling the duty referred to in the preceding paragraph, the insurer shall be responsible not only for responding to all requests for clarification made by the policyholder but shall also draw the attention of the policyholder to the scope of the cover proposed, namely any exclusions; <b>grace periods</b> and the terms and conditions for terminating the contract at the discretion of the insurer and also, in cases of succession or modification of contracts, the risks of discontinuance of cover.</p> <p style="text-align: center;"><b>Article 216</b></p> <p style="text-align: center;"><i>Pre-existing illnesses</i></p> <ol style="list-style-type: none"> <li>1. Any pre-existing illnesses of which the insured person is aware on the date on which the contract is concluded shall be deemed to be covered by the cover agreed by the insurer and may be excluded where otherwise generally or specifically agreed.</li> <li>2. <b>The contract may also provide for a period of grace not exceeding one year for cover of pre-existing illnesses.</b></li> </ol>
<b>Romania</b>	<p>Article 4 letter r) of Order no. 1/2007 <i>approving the Methodological Norms on voluntary health insurance</i>, issued by the Ministry of Public Health and the Insurance Supervisory Commission states that in health insurance the waiting period is the period between the date of the insurance contract and the date on which the insurer's liability for certain medical services specified in the contract.</p>

<p><b>Slovakia</b></p>	<p>No waiting period is governed in the law, provisions on waiting period are contained in general insurance terms (health insurances and related insurances (for e. cost of illness, daily hospital allowance insurance)).</p> <p>§ 795 of CC</p> <p>The obligation of the insurer to pay claims and its right to the insurance premium shall come into existence on the first day after the conclusion of the insurance contract, unless agreed otherwise.</p>
<p><b>Sweden</b></p>	<p><i>Chapter 3 article 2(1), the Insurance Contract Act (2005:104)</i> stipulates regarding consumer insurance:</p> <p>that the <b>policy term</b> shall not exceed <b>one year</b>, unless there are specific reasons for a longer policy term.</p> <p>According to <i>Chapter 3, article 2(2), the Insurance Contract Act (2005:104)</i> the following applies:</p> <p>Unless otherwise agreed or follows from the circumstances, the insurance company's liability pursuant to the insurance contract commences the day after the day when the policyholder applied for the insurance or accepted an offer from the company.</p> <p><i>Chapter 3, article 2(3), the Insurance Contract Act (2005:104)</i> applies where acquisition of the insurance policy is contingent upon the policyholder's payment of the premium. The insurance company's obligations commence the day after the day when the premium was paid. The same applies where the insurance policy otherwise is valid only when the premium is paid prior to the commencement of the policy term.</p>
<p><b>United Kingdom</b></p>	<p>Save for the cooling off (withdrawal) period, English law does not have waiting periods by operation of law.</p>