

Foreigners authority: **District Office Zwickau**

## **Declaration by the person declaring the obligation before the ABH to submit the declaration of obligation**

"I confirm that I have been expressly informed of the following points before submitting the declaration of commitment:

### **1. Scope of the commitments entered into**

The obligation includes the reimbursement of all public funds spent on the living expenses of a foreigner, including the provision of housing and care in the event of illness and the need for care, e.g. costs for food, clothing, housing (private, in a hotel or in accommodation provided by a public body) as well as costs for doctors, medication, hospital, nursing home or other medically necessary treatment. This also applies if the expenses are based on a statutory entitlement of the foreigner, in contrast to expenses based on a contribution. For these reasons, it is advisable to take out health insurance.

In the event of illness, the person declaring the commitment must also pay for any costs that are not covered by health insurance or that exceed the sum insured by the health insurance. The existence of sufficient health insurance cover is checked as part of the visa procedure independently of the submission of a declaration of sponsorship and is a prerequisite for the issue of a visa.

The obligation also includes the costs of a possible forced enforcement of the obligation to leave the country in accordance with §§ 66, 67 AufenthG. Such deportation costs include, for example, travel costs (flight ticket and/or other transport costs), any costs of a security escort and the costs of detention pending deportation.

### **2. Duration of the commitments entered into**

Regardless of the duration of the underlying residence title, the obligation resulting from the declaration of commitment extends to the period of residence of five years from the time of entry or, in the case of foreigners already residing in the federal territory, from the granting of the residence title in the federal territory and also includes periods of possible illegal residence.

The obligation ends before the expiry of five years at the end of the intended total stay or if the original purpose of stay has been replaced by another and a new residence permit has been issued for this purpose. The obligation does not expire before the end of the five-year period if an asylum procedure is initiated. This also applies if the asylum procedure is successfully concluded with the recognition of asylum, refugee status or subsidiary protection or if a residence title is issued in accordance with Section 5 of Chapter 2 of the Residence Act.

The person declaring the obligation is liable for an unlimited period of time for costs arising from the enforcement of a territorial restriction, expulsion, deportation or deportation (cf. Section 66 (1) Residence Act).

### **3. Enforceability**

There is a claim for reimbursement under public law for the public funds used. This is asserted by means of a notice of payment. The reimbursement claim can be enforced by way of enforcement.

### **4. Voluntary nature of the information**

All information and evidence provided by me is voluntary. I am aware that a declaration of commitment is irrelevant if the creditworthiness cannot be checked due to missing information.

I have been informed that incorrect and incomplete information may be punishable by law (e.g. in the case of intentional, incorrect or incomplete information),

see § 95 AufenthG - prison sentence of up to three years or fine).

I hereby consent to my data being stored in accordance with Section 69(2)(2)(g) AufenthV and, where applicable, Art. 9(4)(f) in conjunction with Art. 23(1) VIS Regulation. Art. 23 para. 1 VIS Regulation.

I was informed that, in addition to submitting the original, a copy of the declaration of commitment must be submitted to the diplomatic mission abroad and that a copy should therefore be made before submitting the application.

Furthermore, I confirm that I am in a position to fulfil the obligation on the basis of my financial circumstances and declare that I have not entered into any further obligations that would jeopardise the guarantee effect of the current letter of undertaking."

I confirm with my signature that I have understood the content of this instruction and have received a copy of it.