

BENEVITA

CONDITIONS OF PARTICIPATION IN THE BONUS PROGRAMME

2020 edition

Conditions of Participation in the BENEVITA Bonus Programme

In order to make these conditions of participation easier to read, all references to persons are in the masculine form.

Art. 1 Products and object of the BENEVITA bonus programme

The BENEVITA application (hereinafter referred to as "BENEVITA") is a mobile application developed for mobile devices. BENEVITA can be downloaded by any interested persons and installed on their mobile device. Participation in the BENEVITA bonus programme (hereinafter referred to as the "bonus programme") is possible subject to the provisions defined below.

With the bonus programme, insured persons (hereinafter referred to as "insured persons" or "users") can complete challenges on the topics of exercise, nutrition and wellbeing and thus move up to the next level. This can have a positive impact on the premiums for the COMPLETA TOP and HOSPITA supplementary insurance products each year. Further alternative or additional premiums and offers (hereinafter referred to as "offers") can be added to the bonus programme by SWICA at any time.

Art. 2 Requirements for participation in the bonus programme

1. To be eligible to participate in the bonus programme, insured persons must take out or already have one of the two supplementary insurance products COMPLETA TOP and/or HOSPITA, download and install BENEVITA and create a SWICA account. BENEVITA is only available for mobile devices and is available in the App Store (for iOS) and in the Google Play Store (for Android).
2. In order to participate in the bonus programme, the following requirements must also be met:
 - Only those who meet the requirements for inclusion in the compulsory health insurance scheme in accordance with the Swiss Federal Health Insurance Act (HIA) and are resident in Switzerland may participate in the bonus programme.
 - By applying to participate in the bonus programme, the insured person undertakes to release the data (results from the challenges) for implementation and performance assessment within the framework of the bonus programme and in compliance with the provisions of data protection law (see Clause 12 below).
 - Children and young people up to the age of 18 can only benefit from the bonus programme discount (BENEVITA discount in accordance with Art. 8) if at least one parent also participates in the bonus programme.

Art. 3 Contracting parties

1. The distributor and body responsible for BENEVITA and the provider of the bonus programme is SWICA Healthcare Insurance Ltd, Römerstrasse 38, CH-8400 Winterthur.
2. The operator and technology supplier of BENEVITA is Bitforge Ltd., Zeughausstrasse 39, CH-8004 Zurich.
3. The data is stored electronically by Bitforge Ltd.'s hosting partner at Google Firebase, Google Ireland Limited, Gordon House, 4 Barrow Street, Dublin, D04 E5W5, Ireland.
4. The user's contractual partner for the use of BENEVITA is SWICA Healthcare Insurance Ltd.

Art. 4 Technical infrastructure

SWICA manages BENEVITA in terms of content and the various offers in the application, while Bitforge Ltd. provides the technical infrastructure and operates BENEVITA technically. Bitforge Ltd. thus ensures the secure operation of the platform as well as taking care of its regular maintenance and servicing. SWICA has concluded a contractual agreement with Bitforge Ltd. that regulates the corresponding contractual relationship (including order data processing contract).

Art. 5 Applicable provisions and legal basis

In the context of participation in the bonus programme, the following provisions shall apply and shall be deemed integral parts of the contract for these "Conditions of participation in the BENEVITA bonus programme":

- SWICA's general terms and conditions of insurance (GTC) for COMPLETA TOP or HOSPITA insurance in accordance with the Swiss Insurance Policies Act (IPA) (including insurance policy and any supplements or special conditions)
- the BENEVITA conditions of use/data protection regulations
- the General Terms and Conditions for Online Services
- the SWICA data privacy statement

Art. 6 Application and registration for and admission to the bonus programme

1. Existing insured persons who wish to participate in the bonus programme for the first time and who have COMPLETA TOP and/or HOSPITA supplementary insurance can register for the bonus programme directly in BENEVITA (provided an account has been created – see paragraph 4 below).
2. Applicants or existing insured persons who do not yet have COMPLETA TOP and/or HOSPITA supplementary insurance must complete the relevant insurance application form for taking out supplementary insurance and send it by post or e-mail to the SWICA agency responsible.
3. SWICA decides whether an insured person can join the bonus programme after examining the admission criteria in accordance with Art. 2 of these conditions of participation.
4. To participate in the bonus programme, it is necessary to download and install BENEVITA (see Art. 2). Registration for participation in the bonus programme takes place after a SWICA account has been created and the conditions of use and conditions of participation have been accepted in the app. If BENEVITA is not downloaded and installed and/or no SWICA account is created, it is not possible to participate in the bonus programme.

Art. 7 Discounts from the bonus programme

1. Challenges must be completed in BENEVITA to participate in the bonus programme and qualify for discounts. This means that the insured person completes various challenges in BENEVITA and the rewards he receives for doing so enable him to advance to the next level. Every insured person starts at "Starter" level.
 - Starter level: No challenges undertaken yet
 - Level 1: 20 challenges
 - Level 2: 40 challenges, 2 perfect weeks, 1 perfect month
 - Level 3: 60 challenges, 3 perfect weeks, 2 perfect months

From level 2 onwards, the insured person must meet extra requirements in addition to the challenges. "Perfect" days/weeks/months/years are defined as follows:

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| Perfect day: | One successful challenge in each category (exercise, nutrition and wellbeing) |
| Perfect week: | Five successful challenges in each category (exercise, nutrition and wellbeing) |
| Perfect month: | 10 successful challenges in each category (exercise, nutrition and wellbeing) |
| Perfect year: | 200 successful challenges in each category (exercise, nutrition and wellbeing). |

- Depending on the level, a BENEVITA discount is granted on the COMPLETA TOP and/or HOSPITA insurance products. SWICA can make additional or alternative offers to the BENEVITA discounts (see also Art. 1).
- The insured person must decide by 30 April of the current year whether he wishes to make use of the personal BENEVITA discount or an alternative offer.
- The amount of the premium discount is determined by the insured person's level as at 30 April of the current year.
- The amount of the BENEVITA discount depends on the respective level:

	Discount amount	
	COMPLETA TOP	HOSPITA
Starter level	0 %	0 %
Level 1	5 %	5 %
Level 2	5 %	10 %
Level 3	5 %	15 %

- If the insured person participating in the bonus programme is insured under a group health insurance contract, the discounts are also linked to the existing group discount. The maximum discounts are limited to 10 per cent for COMPLETA TOP and 30 per cent for HOSPITA.
- The BENEVITA discount is granted for the first time on 1 January of the year after the SWICA account is created and the registration in BENEVITA is completed. The entry discount is the same as the discount for level 2: 5 per cent for COMPLETA TOP and 10 per cent for HOSPITA hospital insurance.

Art. 8 End of the discount entitlement

- Upon termination or cancellation of the corresponding supplementary insurance in accordance with the applicable insurance contract terms and conditions, the insured person's entitlement to the relevant discount from the bonus programme shall cease automatically (as of the date of termination).
- If the insured person deactivates his SWICA account, the BENEVITA discount shall expire as of the following month. However, this does not give rise to any extraordinary right to terminate the supplementary insurance under the IPA.

Art. 9 Right of termination

- The retroactive premium increase due to the loss of discount – triggered by non-registration – does not give rise to any right to terminate the supplementary insurance in accordance with the Insurance Policies Act (IPA).
- If the insured person's entitlement to a discount changes in the following year due to the level reached, this does not give rise to any right to terminate the supplementary insurance.

Art. 10 BENEVITA discount up to the age of 18

For children and young people up to the age of 18 who also have COMPLETA TOP and/or HOSPITA supplementary insurance, the discount level of the parent participating in the bonus programme is used. If both parents participate in the bonus programme, the main policyholder's discount shall apply, provided that an insurance policy is held within the group. If there is no insurance policy held within the group, the discount of the parent with whom the child/young person concerned is linked shall apply. It is not permitted to make any changes to the main policyholder with a view to improving the discount.

Art. 11 Changes to the conditions of participation and the BENEVITA discounts

- SWICA has the right to change the conditions of participation and the bonus programme offers at any time.
- In particular, SWICA may review and adjust the BENEVITA discount at any time in line with cost developments.
- SWICA shall announce the new conditions of participation at least 30 days before they come into force.

Art. 12 Data protection

- In order to participate in the bonus programme, it is necessary to create a SWICA account (see Art. 2 of these conditions of participation). In this respect, the General Terms and Conditions for Online Services (GTC for Online Services) shall apply, which must be accepted before the SWICA account is created.
- Neither SWICA nor Bitforge Ltd. have access to the data disclosed by the insured person in BENEVITA. SWICA only processes the data that is necessary for processing the bonus programme. In particular, this applies to information about the insured person or policyholder (surname, first name, date of birth, insurance number, insurance cover and email address), insurance policy data and insurance-related information and data concerning the electronic data exchange with Bitforge Ltd.
- In any case, the data will be processed in compliance with Swiss data protection law as well as other relevant data protection regulations. SWICA guarantees that the data to which SWICA has access within the framework of the bonus programme will be processed exclusively for the purpose of implementing the bonus programme. Data is physically and electronically secured in a way that prevents it from being accessed by unauthorised third parties in accordance with the usual technical standards.
- The data entered by the insured person in BENEVITA is stored electronically by Bitforge Ltd.'s hosting partner, Google Firebase. By participating in the bonus programme, the insured person agrees that his data may be transferred to Google Firebase. With regard to the contractual basis between Bitforge Ltd. and Google Firebase, please note the applicable and publicly available provisions of Google Firebase (<https://firebase.google.com/support/privacy>). A possible transfer of the data to third countries such as the United States of America (USA) cannot be excluded.
- With regard to data processing, SWICA's data privacy statement and the BENEVITA conditions of use/data protection regulations also apply.
- Personal data will only be disclosed to third parties with the consent of the policyholder or insured person. By participating in the bonus programme, the insured person consents to the disclosure of the data to Google Firebase.
- Once the insured person's participation in the bonus programme has ended, the data will be stored and destroyed in accordance with statutory regulations. However, the data will be kept for a maximum of 10 years after the insurance policy expires.

Art. 13 Intellectual property

All intellectual property rights (in particular trademark or design rights or copyright, as well as software source codes) to BENEVITA and the bonus programme shall remain with the holder of the respective rights. Any dissemination, copying, duplication, alteration, presentation or publication in any other way (including in a private context) of parts or content of BENEVITA or the bonus programme without obtaining prior consent from the holders of the rights is prohibited. SWICA reserves the right to take legal measures against any infringement of the respective intellectual property rights.

Art. 14 Communications

All communications to SWICA relating the processing of the bonus programme must be made in writing. SWICA shall send all communications to the policyholder in writing using the registered email address and via BENEVITA push notifications if these have been activated.

Art. 15 Severability clause

Should individual provisions of these conditions of participation be or become invalid, this shall not affect the validity of the remaining provisions.

Art. 16 Liability

Where legally permissible, any liability on the part of SWICA in connection with the BENEVITA bonus programme shall be excluded. In any case, liability for minor and moderate negligence as well as liability towards third parties and indirect damage to the person concerned is excluded.

Art. 17 Applicable law and place of jurisdiction

Swiss substantive law applies exclusively, excluding any conflict of laws. The place of jurisdiction shall be determined in accordance with the general insurance conditions of the concluded supplementary insurance policy.