



VERSION 2019

## Conditions of Participation in the BENEVITA bonus programme

BECAUSE HEALTH IS EVERYTHING



# Conditions of Participation in the BENEVITA bonus programme

In order to make these Conditions of Participation easier to read, masculine pronouns etc. are used to refer to persons of both genders.

## Art. 1 Subject of the BENEVITA bonus programme

Under the BENEVITA bonus programme (“Bonus Programme”), insured persons collect points in return for adopting and maintaining a health-conscious lifestyle and thus positively influence their annual premiums for the COMPLETA TOP and HOSPITA supplementary insurance plans.

## Art. 2 Conditions for joining the Bonus Programme

1. Participation in the Bonus Programme is based on the conclusion or prior existence of one of the two supplementary insurance products COMPLETA TOP or HOSPITA, registration (i.e. creation of a profile) on the Healthi health platform (“Healthi”) from Visionarity, subscription to the SWICA BENEVITA content on the BENEVITA health platform (“BENEVITA”), and completion of a health questionnaire (health declaration).
2. The following conditions must also be met before an individual can participate in the Bonus Programme:
  - Only individuals who meet the conditions for acceptance into mandatory healthcare insurance in accordance with Switzerland’s Health Insurance Act (KVG) and who are resident in Switzerland are eligible to participate in the Bonus Programme.
  - In applying to join the Bonus Programme, the insured person undertakes to declare his activities to promote health and disclose this information for the purposes of managing and evaluating the success of the measures with respect to the Bonus Programme and in compliance with statutory data privacy provisions.
  - Children and young people can only benefit from the discount available under the Bonus Programme (the BENEVITA discount as set out in Art. 8) if one of their parents is also participating in the Bonus Programme. However, registration and the declaration of the health-promoting behaviour do not take place until after the individual’s 18th birthday.

## Art. 3 Contracting party

1. Your **insurer** and hence your insurance contracting party and **provider of the Bonus Programme** is SWICA Healthcare Insurance Ltd., Römerstrasse 38, 8400 Winterthur.
2. The **technical operator** of BENEVITA and hence the contracting party in relation to the use of Healthi and BENEVITA is Visionarity AG, headquartered at Dornacherstrasse 192, 4053 Basel (UID 131.988.248). Visionarity operates the Healthi platform in its own name – independently of BENEVITA. Healthi is the underlying platform on which BENEVITA runs and which displays BENEVITA content. The General Terms and Conditions (terms of use) and Visionarity’s data privacy statement must be accepted by participants prior to participation in the Bonus Programme.
3. BENEVITA is an additional service that SWICA provides to all interested users and its insured persons. Visionarity has a contractual relationship with SWICA and operates the BENEVITA health platform for SWICA.
4. The user’s contracting party when using BENEVITA is, on the one hand, Visionarity (as a result of registration on Healthi) and, on the other hand, SWICA if the user subscribes to SWICA’s content or participates in its Bonus Programme.

## Art. 4 Technical infrastructure

BENEVITA has been implemented on Healthi, which is operated by Visionarity. Healthi, which has been enhanced to include SWICA-specific functions, provides the technical basis for BENEVITA. SWICA provides content and offers to BENEVITA, while Visionarity provides the technical infrastructure and operates BENEVITA from a technical point of view. Visionarity is therefore responsible for operating the

platform securely and for maintaining and servicing it. SWICA and Visionarity have concluded a contractual agreement which regulates the relationship between them (including contract data processing as defined in the Data Protection Act).

## Art. 5 Applicable provisions and legal basis

In the context of participation in the programme, the following provisions apply and are deemed to be integral contractual components of these “Conditions of Participation in the BENEVITA bonus programme”:

- the insurance application, including the completed questionnaire, any medical reports, and any further information provided for the risk assessment
- the COMPLETA TOP or HOSPITA supplementary insurance contract (insurance policy and any addenda or special conditions)
- the General Insurance Conditions (GIC) of SWICA for insurance under the Insurance Contract Act (ICA)
- the Insurance Contract Act (ICA), if a particular circumstance is not expressly defined in the contract
- the application to join the BENEVITA bonus programme
- the BENEVITA declaration questionnaire
- the terms of use/data protection provisions for Healthi (Visionarity)
- the terms of use/data protection provisions for BENEVITA (SWICA)

## Art. 6 Application and registration

1. Existing SWICA customers who have the supplementary insurance plans COMPLETA TOP and/or HOSPITA can register for the Bonus Programme directly via BENEVITA (provided that a Healthi account has been created – see para. 3 below).
2. Applicants who do not have a COMPLETA TOP and/or HOSPITA supplementary plan must complete the relevant application form for supplementary cover and the application form for the BENEVITA bonus programme and submit them by post to the relevant SWICA agency.
3. Individuals wishing to participate in the Bonus Programme must first register on Healthi and subscribe to the SWICA BENEVITA content (see Art. 2). The application to participate in the Bonus Programme takes place by registering for BENEVITA following registration on the Healthi platform. If no registration for BENEVITA takes place, it is not possible to participate in the Bonus Programme. Declarations which are completed in the context of the Bonus Programme are stored in the electronic document folder on BENEVITA.

## Art. 7 Communication with Bonus Programme participants

Visionarity is the operator of Healthi, on which BENEVITA runs. Technical/data processing on BENEVITA takes place via Healthi and enables SWICA to make use of the technical possibilities (e.g. customer communication facilities) offered by Visionarity. At SWICA’s instruction, Visionarity can send and receive messages to and from insured persons and can forward them to SWICA electronically. All types of communication sent by customers to SWICA can be stored in SWICA’s customer management system, which can be accessed by SWICA employees. We therefore recommend that particularly sensitive data should not be sent to SWICA via this communications channel.

## Art. 8 Discounts from the Bonus Programme

1. Participation in the Bonus Programme and the granting of discounts depend on the collecting of bonus points (see Art. 12).

- The BENEVITA discount is based on the number of bonus points collected:

Points	Level of discount	
	COMPLETA TOP	HOSPITA
<1	0 %	0 %
1 – 79	5 %	5 %
80 – 159	5 %	10 %
160 – 200	5 %	15 %

- If the customer participating in the Bonus Programme (participant) is insured under a group medical expenses contract, the reductions are applied in addition to the existing group discount. The maximum discounts are restricted to 10% for COMPLETA TOP and 30% for HOSPITA.
- After successful registration, the participant is entitled to an introductory discount of 5% on COMPLETA TOP and 10% on HOSPITA from 1 January of the following year. In the second and all subsequent years the participant completes a declaration between February and April as the basis for a personal discount. The personal discount calculated on the basis of the declaration always applies from 1 January of the following year.
- Effective from 1 January after the initial declaration, the discount is calculated on the basis of the number of bonus points collected. A minimum points score of 80 bonus points is required to maintain the introductory discount as set out in Art. 8 para. 4.

#### Art. 9 Beginning of entitlement to discount

- Having examined the admission criteria as set out in Art. 2, SWICA will decide whether to accept applicants into the Bonus Programme.
- Provided that admission has been granted to the Bonus Programme and a valid supplementary insurance plan is in place, the BENEVITA introductory discount begins on the date specified in SWICA's declaration of acceptance and following activation of the Bonus Programme by the insured person.
- To activate the Bonus Programme, the insured person first receives a declaration of acceptance from SWICA followed by an email with an activation link.
- The insured person will receive a reminder to activate the BENEVITA account if he fails to do so within one month (30 days) of receiving the activation email. If the insured person fails to activate the account within 60 days, the activation link becomes invalid.
- Insured persons who fail to activate their account will forfeit their entitlement to the BENEVITA introductory discount and will have to reapply to join the Bonus Programme.
- Any changes to the email address must be updated by the insured person in his BENEVITA profile within 30 days.

#### Art. 10 End of entitlement to discount

- If the supplementary insurance plan is terminated or cancelled in line with the relevant insurance contract provisions, entitlement to the discount from the Bonus Programme lapses automatically.
- The retrospective premium increase following the loss of the discount – triggered by non-registration – does not trigger a right to terminate supplementary insurance plans under the Insurance Contract Act (VVG).
- If an insured person deactivates or deletes his profile on BENEVITA, the BENEVITA discount ceases to apply as of the following month. This does not, however, constitute grounds for an extraordinary right to terminate supplementary insurance under the VVG.
- If material points which the applicant knew or should have known are falsified or omitted from the health declaration for admission to the Bonus Programme, the BENEVITA discount is cancelled immediately. SWICA will notify the customer in writing about his exclusion from the Bonus Programme. The premium increase following the loss of the BENEVITA discount does not trigger an extraordinary right to terminate insurance under the Insurance Contract Act (VVG).

#### Art. 11 Health declaration (declaration questionnaire)

- Under the Bonus Programme, the insured person undertakes to complete the declaration questionnaire truthfully each year. The declaration is then taken as the basis for calculating the discount level for the following year. The discount is calculated and awarded per calendar year.
- The declaration questionnaire has five main criteria which generate bonus points and can therefore influence the discount:
  - Introductory questions*
    - Key figures relating to the basic functions of the human body
  - Nutrition*
    - Questions about eating habits
  - Activities: exercise and relaxation
    - Questions about exercise and relaxation habits
  - Preventive healthcare*
    - Measures relating to prevention and proactive healthcare
  - Energy level*
    - Questions about emotional wellbeing

#### Art. 12 Generating and losing bonus points

- Bonus points can be generated if the insured person has a healthy lifestyle and documents this in the declaration questionnaire. The responses to the questions in the declaration questionnaire result in corresponding bonus points.
- Bonus points can be lost if the insured person has an unhealthy lifestyle and documents this in the declaration questionnaire.
- Depending on the benefits claimed in previous insurance years from supplementary insurance plans under the Insurance Contract Act (VVG), SWICA can apply a maximum deduction of 50 points. The current year and the previous four insurance years are taken into consideration. If the insured person has held a supplementary insurance plan for less than this period, a correspondingly shorter period will be considered. The minus points are deducted from the points balance from the declaration.

#### Art. 13 Submission deadline for the BENEVITA declaration

- The declaration questionnaire is submitted via BENEVITA. The accumulated bonus points are automatically collected via BENEVITA once the declaration questionnaire has been completed and submitted. SWICA has no access to the declaration questionnaire.
- In order to be eligible for the BENEVITA discount for the following year, the bonus points score from the completed declaration questionnaire must be submitted to SWICA by the end of April in the insurance year at the latest.
- Art. 12 para. 1 does not apply to the initial submission of the declaration questionnaire.
- If, despite reminders (one initial email asking the insured person to complete the declaration questionnaire and two reminder emails), the insured person fails to complete the declaration questionnaire by the deadline, the BENEVITA discount will be forfeited in full as of 1 January of the following year. The discount will, however, be retained for the current insurance year. Data which is updated or submitted after the deadline has passed will not be considered for calculating the BENEVITA discount.
- The BENEVITA discount will only be granted again if a new declaration is completed and the bonus points are submitted on time in the following year. The new discount will then apply as of 1 January of the following year.

#### Art. 14 Right of termination

If the discount entitlement changes on the basis of the bonus points collected, this does not constitute grounds for terminating the supplementary insurance.

#### Art. 15 BENEVITA discount up to the age of 18

The level of discount enjoyed by the head of the family is used for children up to the age of 18 who are also insured under a COMPLETA TOP

and/or HOSPITA insurance plan, regardless of whether the other parent enjoys a different discount. Changing the head of the family with the aim of achieving a larger discount is not permitted.

#### **Art. 16 Evaluation and verification of the declaration**

To enable verification of the details provided in the declaration questionnaire, SWICA reserves the right to compare this information with claims-related documents submitted under the COMPLETA TOP and/or HOSPITA supplementary insurance plans. To this end, users are obliged on request to authorise SWICA to view the declaration questionnaire in the electronic document folder on the BENEVITA health platform. Refusal to grant access to the dossier will result in the discount being forfeited, as per Art. 10.

#### **Art. 17 Changes to the Conditions of Participation and the BENEVITA discounts**

SWICA is entitled to modify the Conditions of Participation in the Bonus Programme and the discounts provided under it at any time. SWICA is entitled in particular to adjust the BENEVITA discount to reflect cost trends and to modify the regulations relating to bonus points and the declaration questionnaire at any time. SWICA will announce the new Conditions of Participation at least 30 days before they come into force.

#### **Art. 18 Data protection**

1. Registration with BENEVITA is a prerequisite for participating in the Bonus Programme (see Art. 2 of these Conditions of Participation). BENEVITA's data protection provisions apply.
2. In the context of the BENEVITA bonus programme, SWICA processes all data which is required to operate the Bonus Programme. In particular, SWICA processes data which is necessary for the administration of the programme, specifically information about the insured person/policyholder (surname, first name, date of birth, insurance number, insurance cover, and email address), insurance contract data, the bonus points calculated in the declaration and used to determine the discount, and the technical information and data relating to the electronic data exchange with Visionarity. As regards data processing, SWICA's data privacy statement and the terms of use/data protection provisions for BENEVITA also apply.
3. This data is stored electronically at Visionarity. Visionarity's data privacy statement applies to data processing at Visionarity.

4. The data is processed in accordance with Switzerland's Data Protection Act and other relevant provisions. SWICA guarantees that the data collected in the context of the BENEVITA bonus programme (i.e. registration data and declaration questionnaire) will be used exclusively for the purposes of the BENEVITA bonus programme. Data is stored physically and electronically in accordance with generally accepted technical standards so that it cannot be accessed by unauthorised third parties.
5. Personal data will be disclosed to third parties only with the consent of the policyholder/insured person.
6. Once an individual leaves the Bonus Programme, his data is retained and eventually destroyed in line with the relevant statutory provisions.

#### **Art. 19 Intellectual property**

All intellectual property rights to the BENEVITA bonus programme remain with the owners of these rights. Any reproduction, publication, modification or distribution of parts or contents of the BENEVITA bonus programme without the prior authorisation of the intellectual property holders is prohibited.

#### **Art. 20 Communications**

All communications to SWICA about processing for the BENEVITA bonus programme must be in writing. SWICA/Visionarity will send all communications to the policyholder in writing to the email address stored in Healthi.

#### **Art. 21 Severability clause**

If any provision of these Conditions of Participation should be or become ineffective, this shall not affect the effectiveness of the remaining provisions.

#### **Art. 22 Liability**

To the extent permitted by law, SWICA excludes all legal liability in connection with the BENEVITA bonus programme.

#### **Art. 23 Applicable law and place of jurisdiction**

This agreement is subject exclusively to Swiss material law and excludes any conflict-of-law rules. The place of jurisdiction is determined on the basis of the General Insurance Conditions for the relevant supplementary insurance plan.