

General Terms and Conditions for Access and Use of the Customer Portal / app of the Common Institution KVG

Olten, 19 July 2024

The General Terms and Conditions (GTC) govern access and use of the online customer portal and a mobile application (hereinafter: "app") of the Common Institution under the Federal Health Insurance Act (hereinafter referred to as "Common Institution KVG") by its customers (insured persons or family members as representatives) on the Internet service platform portal.kvg.org. By registering and entering the system for the first time, the customer confirms that he/she has received and read the General Terms and Conditions and agrees to their content.

1. Licence/use of the customer portal

GE KVG holds the ownership rights to both the customer portal and the app. GE KVG grants users a non-exclusive, personal and non-transferable licence that can be withdrawn at any time. This licence authorises the installation and use of the customer portal and the app exclusively for private, non-commercial purposes and only on devices that are owned or otherwise under the control of the user. This authorisation of use is subject to the additional terms of use and guidelines of the respective operator of the App Store.

Users are not permitted to install or use the customer portal or the app on devices that are not in their possession or under their control. Any use of the customer portal or the app that extends beyond the conditions set out in these General Terms and Conditions requires the prior written authorisation of GE KVG. In particular, it is prohibited to transfer, lend, publicly perform or display, sell, rent, lease, copy, modify, adapt, redistribute, publicly display, forward, send, change, decompile, disassemble, obtain the source code of or to sublicense the customer portal or the app without such permission, or to allow any third party to use or perform such actions.

2. Services

By registering, customers have access to all personal documents. In particular, customers have access to the personal account:

- their contact details (addresses, telephone numbers, payment details, etc.)
- their insurance coverage/insurance data;
- account statements and invoices;
- cost participations (single cost participation and share);
- correspondence in connection with benefit assistance in Switzerland.

By using the Common Institution KVG online portal, customers can upload / send their invoices electronically and report concerns and requests for changes.

3. Access to services

The technical access to the customer portal takes place via the internet using a web browser which is chosen by the customer or the mobile application provided in a Google Playstore or Apple Appstore.

Access to the services is granted to anyone who, after opening a personal user account once, identifies himself to Common Institution KVG by cumulatively entering his e-mail address, mobile phone number, password and personal confirmation code. The latter will be sent to the customer by SMS for each registration.

Access to the portal is only granted to a single insured person or to the responsible person of the family for all family members.

Anyone who identifies himself to Common Institution KVG is entitled to use the online customer portal. The customer may now make the queries permitted within the scope of his online customer portal and place orders, messages, etc.

4. Electronic correspondence

The customer receives documents electronically. Documents are deemed to have been duly received when they are made available in the online customer portal. The customer is informed by e-mail about the receipt of new documents in the online customer portal. Anyone with authorised access to the online customer portal accepts electronic correspondence by accepting these GTC. Documents that require delivery by letter post are excluded from electronic correspondence. Common Institution KVG also reserves the right to continue to deliver all documents by letter post.

The customer acknowledges without reservation all transactions carried out via the online customer portal using his identification features. Similarly, all instructions, orders, messages etc. received by Common Institution KVG in this way shall be deemed to have been written and authorised by the customer.

The email address used when registering for the customer portal or for the app is only used by GE KVG for the purposes of correspondence with customers. The email address will not be used for the sending of newsletters.

Customers who are unable to use the online customer portal (e.g. due to lack of hardware, no access to the Internet, restrictions in the use of technical equipment) may continue to use the postal service.

5. Customer's duty of care

The e-mail address, password and confirmation code must be kept secret and protected against misuse by unauthorized persons. The customer shall bear all consequences resulting from the use of his identification features by unauthorised persons.

If there is reason to fear that unauthorized third parties have obtained knowledge of the password or the confirmation code, the password must be changed immediately. If necessary, Common Institution KVG must be requested by the customer to block the password.

The customer is obliged to report any change of his personal data, such as his home address or e-mail address, to Common Institution KVG immediately. Correspondence with Common Institution KVG is legally valid via the address or e-mail address stored in the system.

6. Data security

Common Institution KVG takes appropriate technical and organisational security measures to protect the personal data of its customers from unauthorised access and misuse. Even with modern systems with standard security measures, absolute security cannot be guaranteed either on the part of Common Institution KVG or on the part of the customer.

The following risks must be observed by customers:

- When using the Internet, customers are exposed to the dangers of computer viruses and so-called spyware (spy software). Appropriate anti-virus software provides support for the security precautions.
- It is important that customers only work with software from trustworthy sources.
- Less complex and short passwords can be guessed by computers in a relatively short time. Therefore, a length of at least 8 characters is required. Common Institution KVG also advises against using a password that is also used in e-mail or social media platforms.

For the protection of customers, Common Institution KVG reserves the right to interrupt the services of the portal if security risks are identified until the security gap is closed.

7. Responsibility and liability

Technical access to the online customer portal or to the app service offered by Common Institution KVG is the responsibility of the customer. Common Institution KVG assumes no liability whatsoever, neither for the network operators (Internet service providers) nor for the hardware and software required for the online customer portal or the app.

Common Institution KVG assumes no responsibility for the correctness and completeness of the data on the Customer Portal and is not liable for damages incurred by the customer as a result of transmission errors, technical defects, overload, interruptions (including system-related maintenance work) or faults in the telecommunications equipment.

Common Institution KVG shall not be liable for the consequences of malfunctions and interruptions or for damages resulting from the non-fulfilment of contractual obligations, provided the usual care is exercised.

8. Data protection; blocking access and deletion of data in the customer portal

Common Institution KVG processes data via the customer portal or the app exclusively for the purpose of fulfilling its legal obligations and providing the present service.

The customer may have his access to the online customer portal and to the app service blocked. Orders already placed up to this point will remain unaffected and will be executed. The blockage only affects the online customer portal.

Common Institution KVG is entitled to block the customer's access to the online customer portal and to the app at any time without giving reasons and without prior notice.

If the customer no longer has any relationship with Common Institution KVG, his access to the online customer portal and the app will be deleted. The deletion of the access only affects the online customer portal and the app.

Customers have the right to receive written information about any of their personal data which is processed by GE KVG. Insofar as there are no legal or contractual obligations to the contrary, you have the right to the erasure, rectification, and restriction of processing of data, as well as the right to data portability and of objection.

Further details on the processing of personal data by GE KVG and contact details for issues surrounding data protection are provided at privacy policy <https://www.kvg.org/en/privacy-policy/> of GE KVG.

9. Access to data for a family

Access to the portal is restricted to a single insured person or the responsible person of the family for all family members. If a family member does not want his or her data to be visible to other family members, Common Institution KVG must be informed so that the corresponding customer account can be blocked. In this case, the further processing of the customer relationship for all family members will take place by letter post.

10. Amendment of the general terms and conditions

Common Institution KVG reserves the right to amend these GTCs at any time. Changes will be announced in writing, electronically or by other suitable means. Without objection within one month of notification, they shall be deemed to have been approved, but in any case upon the next use of the online customer portal.

11. Reservation of legal regulations

Any mandatory legal provisions governing the content, operation and/or use of the online customer portal are reserved.

12. Applicable law/place of jurisdiction

The General Terms and Conditions and the use of the online customer portal are subject to Swiss law. Exclusive place of jurisdiction is Olten, legally binding places of jurisdiction reserved.

13. Entry into force and implementation

These General Terms and Conditions come into force on 19 July 2024.

*For simplification and superior readability, the General Terms and Conditions only use the masculine form. It should be expressly noted, however that all information relates equally to all genders (male, female, other). The use of only one gender takes place without any intention to discriminate against or neglect other gender identities.