

# General terms and conditions of the Employer Subscription for the α.s.r. Vitality program

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## 1. General

- **ASR Vitaliteit & Preventieve Diensten B.V. (we/our):** ASR Vitaliteit & Preventieve Diensten B.V. has its registered office at Archimedeslaan 10, 3584 BA Utrecht and is registered with the Chamber of Commerce under number 51064960. ASR Vitaliteit & Preventie Diensten B.V. is the provider of a.s.r. Vitality.
- **a.s.r. Vitality:** a.s.r. Vitality is a health and well-being program focused on encouraging a vital lifestyle by rewarding a.s.r. Vitality members for making healthy choices.
- **a.s.r. Vitality Partner:** a.s.r. Vitality Partner is a selected organization that, within the framework of a.s.r. Vitality, offers rewards and/or services to a.s.r. Vitality members. Specific conditions may apply to the rewards and/or services provided by an a.s.r. Vitality Partner.
- **a.s.r. Vitality Member:** the individual who is 18 years of age or older and who is insured under a combinable insurance policy of one of the ASR Nederland N.V. brands, or is employed at an a.s.r. Vitality participating employer. An overview of combinable insurance policies can be found at [www.asr.nl/vitality/verzekeringen](http://www.asr.nl/vitality/verzekeringen). The general terms and conditions for individual participants can be found at [www.asr.nl/vitality/voorwaarden](http://www.asr.nl/vitality/voorwaarden).
- **Vitality Points:** by actively participating in a.s.r. Vitality, members can earn Vitality Points. Sufficient Vitality Points will also increase your company's Vitality Status. More information can be found at [www.asr.nl/vitality/verbeter-je-gezondheid/punten-verdiene](http://www.asr.nl/vitality/verbeter-je-gezondheid/punten-verdiene).
- **Vitality Status:** the Vitality Status determines the level of rewards on certain products and/or services offered by a.s.r. Vitality Partners. The different statuses and the points required for them can be found at [www.asr.nl/vitality/werkgever/beloningen](http://www.asr.nl/vitality/werkgever/beloningen).
- **Activity tracker:** an app or device that measures activity, such as steps or heart rate, and can be linked to a.s.r. Vitality. The current list of connectable apps and devices can be found at [www.asr.nl/vitality/activity-trackers-apps](http://www.asr.nl/vitality/activity-trackers-apps).
- **Contract expiry date:** the date on which we renew your subscription for a period of 12 months. This takes place at the end of each 12-month period.
- **Employer:** the legal entity that has taken out or currently holds one or more insurance policies eligible for combination with a.s.r. Vitality and subscribes to a.s.r. Vitality based on those policies.

## 2. Duration of employer subscription

- 2.1 You can subscribe to a.s.r. Vitality if you currently have insurance that can be combined with the program. Which insurance policies you can combine with a.s.r. Vitality can be found at [www.asr.nl/vitality/verzekeringen](http://www.asr.nl/vitality/verzekeringen).
- 2.2 By subscribing, you declare that you have read these terms and conditions and our privacy statement, and agree to their content. You can view these at [www.asr.nl/vitality/voorwaarden](http://www.asr.nl/vitality/voorwaarden) and [www.asr.nl/vitality/privacy](http://www.asr.nl/vitality/privacy).
- 2.3 After registering, you will receive information with further instructions on the steps to take to invite your employees to participate in a.s.r. Vitality.
- 2.4 The subscription can start at any time and is entered into for a period of 12 months. After 12 months, a new subscription year will begin for the same duration.
- 2.5 You can cancel the subscription at any time. The subscription will then be terminated on the last day of the month following the month in which we received your cancellation.

- 2.6 The subscription will be terminated by us:
- if the insurance(s) that entitle you to an employer subscription with a.s.r. Vitality is terminated. You can find out which insurances those are at [www.asr.nl/vitality/verzekeringen](http://www.asr.nl/vitality/verzekeringen);
  - in the event of termination of the activities or dissolution of ASR Nederland N.V. and/or ASR Vitaliteit en Preventieve Diensten B.V.;
  - in case of fraud: deliberately disadvantaging ASR Vitaliteit en Preventieve Diensten B.V. by, for example, providing false information in order to receive rewards. You can read our anti-fraud policy at [www.asr.nl/vitality/fraude](http://www.asr.nl/vitality/fraude);
  - if you do not agree with the change in terms and conditions;
  - if you terminate your business or if you no longer have any employees.
- 2.7 Upon termination of the employer subscription, we will inform participating employees that their participation through the subscription will cease and their membership will be terminated. Employees have the option to continue their membership individually if they have their own insurance policy that can be combined with a.s.r. Vitality.
- 2.8 ASR Vitaliteit & Preventieve Diensten B.V. can cease to offer a.s.r. Vitality at any time. You will be informed of this at least three months in advance. The earned Vitality Points, the Vitality Status and rewards obtained at a.s.r. Vitality Partners will expire as of the date of cessation of a.s.r. Vitality. After the cessation, you will no longer have any rights under the subscription.
- 2.9 Participation by your employees in a.s.r. Vitality is unique and personal. This means that, regardless of the number of combinable insurance policies, each person can only be a participant in a.s.r. Vitality once.

### 3. End of employee participation

- 3.1 If an employee leaves your company, they are no longer eligible to participate through your employer subscription. The employee is required to notify us within 30 days of their departure. They can do this at [www.asr.nl/vitality/zelf-regelen](http://www.asr.nl/vitality/zelf-regelen). We will then terminate their membership. Does the employee have their own combinable insurance policy? Then they can continue the membership individually.
- 3.2 Does an employee who leaves employment have his own combinable insurance policy? Then he can continue his membership individually. This can be done within 90 days from the date of his departure with retention of accrued points and earned rewards.

### 4. Change of terms and conditions

- 4.1 We reserve the right to amend the General Terms and Conditions. Should this be the case you will always be informed at least two months in advance. If you do not agree with the change made to the General Terms & Conditions, you are free to terminate your a.s.r. Vitality subscription from the date the new General Terms & Conditions take effect. The provisions of Article 2.5 remain applicable.
- 4.2 The list of activity trackers that can be linked to a.s.r. Vitality can be updated by us at any time. The current list of activity trackers that can be linked can be found in the a.s.r. Vitality app and at [www.asr.nl/vitality/activity-trackers-apps](http://www.asr.nl/vitality/activity-trackers-apps).
- 4.3 Activities for achieving the weekly, monthly and annual goals can be changed by us at any time amended. This also applies to the number of points that can be earned with these activities. The amount and frequency of rewards can be changed by us at any time during the membership. No rights can be derived from the principles of the program as they applied to it moment of participation, unless this has been expressly communicated. An up-to-date overview of activities and points to achieve can be found at [www.asr.nl/vitality/verbeter-je-gezondheid/punten-verdiene](http://www.asr.nl/vitality/verbeter-je-gezondheid/punten-verdiene).

## 5. Earning Vitality Points

- 5.1 Your employees can earn Vitality Points by completing various health-related activities, such as completing questionnaires, uploading the results of a health check and/or performing physical activities. The number of Vitality Points to be earned depends on the specific activity, its duration and the results achieved. The type of activity and the number of Vitality Points you can earn may vary. A current overview can be found at [www.asr.nl/vitality/kom-in-beweging/punten-verdienen](http://www.asr.nl/vitality/kom-in-beweging/punten-verdienen).
- 5.2 We can only ensure that that earned Vitality Points are recorded and credited if participating employees synchronize their activity app with the a.s.r. Vitality App on a weekly basis.
- the activities for achieving goals must be synchronized within 6 days after the end of the relevant cycle;
  - points for activities that are not synchronized on time will no longer count towards the weekly goals, monthly goals, and Vitality Status;
  - points for activities that are not synchronized on time will also not count towards your Vitality Status;
  - we reserve the right to verify the data entered or to request appropriate proof.
- 5.3 We will not reimburse any additional costs made during the course of an activity unless indicated otherwise.
- 5.4 The points earned by your participating employees will determine your Vitality Status. Please note that the number of points for an individual participant will be reset to zero every year on his/her contract expiry date. The individually achieved status however remains intact. For privacy reasons, we do not disclose which employees participate and what their individual results are.
- 5.5 Participation in a.s.r. Vitality is personal and non-transferable. Similarly, Vitality Points, the Vitality Status and other rights of participation in a.s.r. Vitality cannot be transferred, sold, exchanged, or pledged to another person. The transferability of your personal claim rights vis-a-vis ASR Vitaliteit & Preventieve Diensten B.V. is ruled out as per article 3:83 paragraph 2 of the Dutch Civil Code.
- 5.6 The points earned with a.s.r. Vitality and/or your Vitality Status cannot be transferred to another Vitality Program. Nor can you contribute earned points or status from another Vitality Program to the a.s.r. Vitality Program.

## 6. α.s.r. Vitality Status

- 6.1 The Vitality Status is divided into the categories Bronze, Silver, Gold and Platinum, with Bronze being the lowest and Platinum the highest status. The status determines the amount of any discounts on products and/or services offered by a.s.r. Vitality Partners.
- 6.2 Your Vitality status is determined by the employees who actively participate in a.s.r. Vitality. Active means not only that your employee(s) is (are) participant(s) in a.s.r. Vitality, but also that each person has earned at least one point during the last 12 months of participation.
- 6.3 The a.s.r. Vitality Status is based on the weighted number of participating employees. The higher the weighted number, the higher the a.s.r. Vitality Status. Weighting factors and more information about the a.s.r. Vitality Status can be found at [www.asr.nl/vitality/werkgever/beloningen](http://www.asr.nl/vitality/werkgever/beloningen).

## 7. Rewards

- 7.1 The scope and conditions for providing rewards depend on the respective terms and conditions of a.s.r. Vitality Partners.
- 7.2 The affiliated a.s.r. Vitality Partners and rewards may be adjusted by us at any time.
- 7.3 The range and availability of rewards from a.s.r. Vitality Partners may vary. We do not guarantee the availability or content of any specific reward from an a.s.r. Vitality Partner.

7.4 The terms and conditions of the a.s.r. Vitality Partner that apply to the redemption and processing of a specific reward take precedence. This may mean that a reward will expire if it is not redeemed within a certain timeframe.

## 8. Liability

8.1 ASR Vitaliteit & Preventieve Diensten B.V. is not liable for network, hardware and software malfunctions that result in limited, delayed, lost or incorrect (display of) data, except where there is a question of intent or gross negligence on the part of ASR Vitaliteit & Preventieve Diensten BV.

8.2 ASR Vitaliteit & Preventieve Diensten B.V. is not liable for any damage or injury in any way to property and/or persons as a result of an a.s.r. Vitality membership or the use or deployment of rewards from an a.s.r. Vitality Partner. ASR Vitaliteit & Preventieve Diensten B.V. and auxiliary persons and/or third parties engaged by them, are not liable for any (in)direct (consequential) damage arising from a.s.r. Vitality, except where there is a question of intent or gross negligence on the part of ASR Vitaliteit & Preventieve Diensten BV.

8.3 In so far as our liability is limited or excluded, this also applies to the personal liability of our employees, legal representatives and a.s.r. Vitality Partners.

8.4 The information provided on activities and rewards within the a.s.r. Vitality framework cannot be construed in any way as financial, legal, medical, nutritional, health or fitness advice, nor other types of advice and cannot replace such advice. You are and remain responsible for your own health. It is advised you seek professional advice from a doctor, pharmacist, dietician or other medical professional regarding your health situation if necessary.

## 9. Data processing agreement

9.1 The parties are both regarded as independent controllers of Personal Data such as: described in Article 26 of the GDPR and are both independently responsible for the obligations arising from the GDPR.

9.2 Based on the provision in the previous paragraph, it is therefore not necessary to conclude a processing agreement between you and ASR Vitaliteit & Preventieve Diensten B.V.

## 10. Final provisions

10.1 For questions about a.s.r. Vitality, these general terms and conditions and/or our privacy statement you can visit [www.asr.nl/vitality/werkgever/service](http://www.asr.nl/vitality/werkgever/service). If your question is not listed there, you can contact us via [www.asr.nl/zakelijk/contact/vitality](http://www.asr.nl/zakelijk/contact/vitality).

10.2 If you have a complaint about the execution of a.s.r. Vitality, you can submit a complaint to ASR Vitaliteit & Preventieve Diensten B.V. via [www.asr.nl/over-asr/klacht](http://www.asr.nl/over-asr/klacht).

10.3 If you do not wish to make use of the option provided by Article 10.2, or if it does not yield a satisfactory result, you can submit your complaint to the civil court. Dutch law applies to these terms and. Disputes can only be submitted to the competent court in the Netherlands.

10.4 Should one or more provisions of these general terms and conditions become null and void or invalid, any other provisions of these general terms and conditions shall remain in full force and effect. As far as circumstances will allow, any void or invalid provisions will be replaced by valid provisions in which the original intention of the general terms and conditions is sought to the greatest extent possible.

These Terms & Conditions are subject to Dutch law. This translation of the Dutch Terms & Conditions is provided for your convenience. In the case of any discrepancies, the Dutch original shall prevail.

