

Regulations for the Use of Groupe Mutuel's Referral Programme

1. Foreword

This referral programme is organised by Advanto AG, in the name of and on behalf of Groupe Mutuel Services SA (hereafter: Groupe Mutuel). The referral program allows people (referrers*) to recommend Groupe Mutuel to their acquaintances (referred persons*) for the conclusion of a basic (LAMal/KVG) or supplemental (LCA/VVG) health insurance policy (according to the list in item 8.1 below). Referrers may be rewarded with a Migros gift card(s)/purchase voucher(s).

For purposes of readability, the masculine form is used in this document. The chosen formulations also include the feminine form.

2. Purpose and scope of application

- 2.1 These regulations define the framework, the use and the terms and conditions of the referral programme.
- 2.2 These regulations are valid from March 2022 and replace any previous regulations. Groupe Mutuel has the right to modify the regulations unilaterally and at any time.

3. Persons involved

3.1 Referrer

The referrer is a natural person of legal age, domiciled in Switzerland, insured or not with one of Groupe Mutuel's insurers, who sends an invitation link to the referred person. Referrers cannot be legal entities.

3.2 Referred person

The referred person is a natural person of legal age, domiciled in Switzerland, who does not already have basic health insurance (LAMal/KVG) and/or supplemental insurance (LCA/VVG) on an individual basis with a Groupe Mutuel insurer (Philos Assurance Maladie SA, Mutuel Assurance Maladie SA, Avenir Assurance Maladie SA, EasySana Assurance Maladie SA, AMB Assurances Maladie SA and SUPRA-1846 SA, Mutuelle Neuchâteloise Assurance Maladie). Referred persons cannot be legal entities.

3.3 Advisers

Advisers are physical persons employed by Groupe Mutuel and in charge of providing advice to customers. As part of the referral programme, advisers register the details sent to them by the referred person and, after verification, contact the person. Other Groupe Mutuel employees, except for the staff of the general and regional agencies, as well as intermediaries, agents and brokers, are not considered as advisers within the meaning of these regulations.

4. Process

The referrer signs up to the Groupe Mutuel referral platform my.groupemutuel.ch/friends. Once the terms and conditions have been accepted, the referrer sends an invitation link to potential customers (referred persons). The referred person clicks on the link and decides whether or not he wants to be contacted by a Groupe Mutuel adviser by filling in the form. In case of validation and compliance with the terms and conditions, the referred person is contacted by an adviser to make an appointment.

5. Reward

5.1 Rewards are granted under the following conditions:

A Migros gift card worth CHF 50.00 will be given to the referrer for each conclusion** of a basic health insurance contract (LAMal/KVG) and/or supplemental insurance coverage (LCA/VVG) (according to the list in item 8.1.) and/or prenatal contract (outside the referrer's household) per referred person. The reward is limited to CHF 200 per referred person. However, if the referred person and the members of his household conclude several contracts, the rewards for the referrer will be accrued as shown below.

Example for a family of four persons*:

Mother		Father		Child 1		Child 2	
Basic health insurance	50	Basic health insurance		Basic health insurance	50	Basic health insurance	50
Supplemental 1	50	Supplemental 1	50	Supplemental 1	50	Supplemental 1	
Supplemental 2	50	Supplemental 2		Supplemental 2		Supplemental 2	
Supplemental 3	50	TOTAL	CHF 50	TOTAL	CHF 100	TOTAL	CHF 50
Supplemental 4	50						
TOTAL	CHF 250						

Family Example		
Mother	200	← Limit/Capping CHF 200
Father	50	
Child 1	100	
Child 2	50	
TOTAL	CHF 400	

** if the referred person concludes a contract within the meaning of the terms and conditions of acceptance and if the referred person continues to be insured with Groupe Mutuel at the time of the monthly settlement.

5.2 No reward is due if the insurance coverage is cancelled or terminated by the referred person or the insurer before the **monthly settlement** for the dispatch of gift vouchers.

5.3 Rewards are paid periodically, usually **monthly**.

- 5.4 Apart from this reward, the referrer is not entitled to any remuneration or reimbursement of expenses. If a contact sent to Groupe Mutuel cannot be taken into account, there is no right to a reward.
- 5.5 Groupe Mutuel reserves the right to modify the selection of vouchers without notice or justification.
- 5.6 In the event that several referrers have nominated the same referred person, the gift card will be offered to the referrer who first introduced the referred person.

6. Payment of the reward

- 6.1 Cash payments or offsets against insurance premiums or benefits are not permitted. In addition to the agreed reward, the person making the referral is not entitled to any compensation or reimbursement. If a person referred to Groupe Mutuel cannot be taken into account, the referrer will not be entitled to a reward.
- 6.2 No further correspondence will be entered into with the referrer in relation to the reward or the conclusion of the referred person's insurance policy.
- 6.3 Groupe Mutuel shall not pay any contributions to social insurance. The settlement with the various social insurances (in particular with the compensation fund and the compulsory accident insurance) is the sole responsibility of the referrer.
- 6.4 The rewards according to items 5 and 6 may include Swiss value added tax to be paid. Any tax obligations (including statements) in connection with these rewards are the sole responsibility of the referrer.
- 6.5 Groupe Mutuel declines all responsibility in the event that social security or tax obligations are not paid or are not paid correctly by the referrer.

7. Exclusions

No reward will be paid in the following cases:

- 7.1 Conclusion by a customer (referred person) that already has basic health insurance (AOS/OKP) or supplemental health insurance coverage on an individual basis with a Groupe Mutuel insurer.
- 7.2 Conclusion by a new customer as part of a group contract with Groupe Mutuel staff.
- 7.3 Conclusion via an external advisor (e.g. intermediary or broker). The award cannot be granted to an intermediary, agent or insurance advisor.
- 7.4 No reward is paid in the following cases:
 - prenatal insurance, if the referrer lives in the same household
 - policies taken out by parents for their minor children living in the same household

- new customers who refer themselves
- for minors without parents, if outside their own household
- for contracts signed by customers with an L permit for a period of less than 6 months
- for contracts signed by customers with an L permit who have already benefited from the referral programme

7.5 Persons who are not domiciled in Switzerland or who are not subject to compulsory health insurance as defined by the LAMa/KVG.

7.6 Groupe Mutuel reserves the right, in case of suspicion of fraud or other unfair or inappropriate means or in case of justified doubts, to exclude participants from the referral

programme, to refuse or to claim back rewards already awarded. Non-compliance with the regulations for the use of the Groupe Mutuel referral programme will result in the exclusion of the entire referral programme and thus in the exclusion of all reward possibilities.

7.7 The referrer will be informed of the ineligibility of one of his referred persons without mentioning the name. However, the exact reason cannot be communicated to the referrer.

7.8 Any conclusion of insurance that takes place six months after the referral does not give right to the reward

8. Terms and conditions of the programme

8.1 List of supplemental insurances (LCA/VVG) entitling to remuneration:

- HC2, 3 and 4 – **Supplemental** hospitalisation insurance
- SB – Bonus
- Global range:
 - GB – Global AMB
 - GC – Global confort
 - GF – Global famille
 - GI – Global classic (basic module with or without family bonus)
 - GL – Global
 - GM – Global mi-privée
 - GP – Global privée
 - GO – Global smart
 - GX – Global flex
 - HB – H-Bonus
 - HS – Hôpital Senior (56 years and over)
 - SC – Supplemental care
 - SD – Premium
 - SO - Optimum

8.2 The list of supplemental insurances (LCA/VVG) can be modified at any time by Groupe Mutuel.

- 8.3 Groupe Mutuel and Advanto AG are allowed to change the terms and conditions of participation at any time without giving reasons.
- 8.4 These changes will not be notified to the participants by email, but will be updated in the terms and conditions of participation of the programme.
- 8.5 Furthermore, Groupe Mutuel reserves the right to discontinue or modify the "Groupe Mutuel referral programme" at any time.
- 8.6 If the programme ends, referrals made up to that date will be processed and taken into consideration.
- 8.7 In the event of termination, the referral platform will be withdrawn and a notice will be published on the website www.groupemutuel.ch.

9. Data protection and terms of use

- 9.1 Groupe Mutuel will process the referrer's and the referred person's personal data for commercial and advertising purposes, in particular for profiling (navigation tracking), internal analyses and statistics, to improve products and services, as well as to send information and offers to participants with regard to products and/or services. Participants have the right at any time to prohibit the use of their personal data via this [form](#). The data will also be used to check for commercial purposes whether participants are insured with Groupe Mutuel or not.
- 9.2 The referrer and referred person shall confirm that the personal information registered on this web platform is accurate and complete. They shall take note of the fact that any change or inaccuracy in the information given can result in disqualification from the referral programme and the loss of all gains.
- 9.3 Participants (referrer and referred person) shall authorise Groupe Mutuel to process their personal information for the purpose of organising the referral programme campaign. The referrer and referred person acknowledge that Groupe Mutuel has subcontracted the organisation of the referral programme campaign to its partner, Advanto AG, and may also subcontract other activities involving the transfer of the participants' information to Advanto AG and/or to other third parties. All data processing, whether carried out by Groupe Mutuel, Advanto AG and/or one of its subcontractors, shall comply with Swiss data protection legislation, in particular the Federal Law on Data Protection (LPD/DSG).
- 9.4 For the rest, the data protection provisions and the terms and conditions of use of Groupe Mutuel, available [here](#), remain applicable.

10. Liability

- 10.1 The referrer has no right, except for the transmission of his referral link to his referred person, to take any other legal or practical steps on behalf of Groupe Mutuel; in particular, he has no right to advise the new customer or to provide him with information that is binding on Groupe Mutuel in insurance matters, especially concerning the content and scope of Groupe Mutuel's insurance benefits, or to provide binding information.

- 10.2 Groupe Mutuel declines all responsibility for any damage that may result from the use of the Referral Programme.
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- 10.4 Groupe Mutuel and Advanto AG do not accept any liability for the publication of incorrect information.
- 10.5 They are also not liable if the data entered by the participants in the forms or emails do not comply with the requirements and are therefore not recognised by the system.
- 10.6 If technical or legal reasons prevent the promotion from running smoothly, Groupe Mutuel and Advanto AG may terminate the promotion at any time without giving reasons.
- 10.7 Any legal recourse is excluded.