

General Terms and Conditions of α.s.r. Vitality Membership

Click on the titles below to find your information quickly.

1. General >>
2. Duration of membership >>
3. Participation through employer >>
4. Change of terms and conditions >>
5. Earning Vitality Points >>
6. Vitality Status >>
7. Rewards >>
8. Liability >>
9. Final provisions >>

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:** an 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 (you/the insured party):** 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. An overview of combinable insurance policies can be found at www.asr.nl/vitality/verzekeringen.
- **Vitality Points:** by actively participating in a.s.r. Vitality , you can earn Vitality Points. The points earned can be converted into credits and determine whether, and to what extent, you can benefit from various rewards and/or services . With the Vitality Points you earn, you can also increase your Vitality Status. More information can be found at www.asr.nl/vitality/kom-in-beweging/punten-verdienen.
- **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 in Article 6 of these terms and conditions.
- **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/kom-in-beweging/activity-trackers-apps
- **Rewards:** the varying range of benefits you can earn with a.s.r. Vitality on different products and services.
- **Membership year:** the membership year starts at the beginning of your registration and lasts for 12 months. At the end of these 12 months, a new membership year starts.

2. Duration of membership

- 2.1 By registering for a.s.r. Vitality you declare that you have read these general terms and conditions and our privacy statement and agree to its contents. You can view these at www.asr.nl/vitality/voorwaarden and www.asr.nl/vitality/privacy.
- 2.2 After registering, you will receive an activation code that you can use to activate the a.s.r. Vitality app. Once you have downloaded the app and completed the sign-up steps, you can join the program and your membership year will begin.
- 2.3 A membership of a.s.r. Vitality can start at any time and is entered into a period of 12 months. After 12 months, a new membership year will begin. The condition is that you must be insured under an insurance policy that can be combined with a.s.r. Vitality at the start and throughout your membership.
- 2.4 You can cancel your membership at any time. Membership will then end on the last day of the month in which we received your cancellation. You can reactivate your membership within 90 days of the end date. In that case you keep your Vitality Status and the Vitality Points earned. The provisions of Article 5.5 remain unaffected.

- 2.5 We will terminate the membership in the following situations:
- a. on the day that an insurance policy entitling you to participate in a.s.r. Vitality is terminated by you, unless another insurance policy is in force or is being taken out that entitles you to participate. You can find out which insurance policies these are at www.asr.nl/vitality/verzekeringen;
 - b. on the day that an insurance policy entitling you to participate in a.s.r. Vitality is terminated, unless there is another insurance in place or is being taken out that entitles you to participate. You can find out which insurance policies these are at www.asr.nl/vitality/verzekeringen;
 - c. if you leave your employment and are participating through your employer's subscription plan;
 - d. upon termination of the activities or dissolution of ASR Nederland N.V. and/or ASR Vitaliteit en Preventieve Diensten B.V.;
 - e. in cases of fraud: deliberately damaging ASR Vitaliteit en Preventieve Diensten B.V. You can read our fraud policy at www.asr.nl/fraudebeleid;
 - f. if you withdraw your consent to the processing of your personal data which are necessary for the execution of the a.s.r. Vitality program;
 - g. if you do not agree with the changes in the general terms and conditions;
 - h. in the event of your death.
- 2.6 If your a.s.r. Vitality membership is terminated for any of the following reasons, your account will be closed immediately, and all earned points and rewards you had not yet used will be forfeited:
- a. in cases of fraud: deliberately damaging ASR Vitaliteit en Preventieve Diensten B.V. by, for example, misrepresentation with the aim of gaining rewards. You can read our fraud policy at www.asr.nl/fraudebeleid;
 - b. should you withdraw your consent to the processing of your personal data which are necessary for the execution of the a.s.r. Vitality program;
 - c. in the event of your death.
- 2.7 If your participation in a.s.r. Vitality is terminated for any reason other than those mentioned in 2.6 above, the following applies:
- a. you cannot earn new Vitality Points. The Vitality Points earned up to the termination date will still be added to your total and can be converted to credits;
 - b. you can still convert any credits available into rewards for up to 90 days after the termination date. We will then close your account.
- 2.8 ASR Vitaliteit & Preventieve Diensten B.V. may stop offering a.s.r. Vitality services at any time. Should this be the case, you will be informed of this at least three months in advance. Any Vitality Points earned, any Vitality Status and any rewards achieved at a.s.r. Vitality Partners expire on the date of termination of a.s.r. Vitality membership. After discontinuation of your membership, you can no longer derive any rights from the Vitality Points, the Vitality Status and the unredeemed rewards.
- 2.9 a.s.r. Vitality membership is personal and non-transferable. This means that regardless of the number of insurance policies you hold, you may only be an a.s.r. Vitality member once. If the insured party and the policy holder are not one and the same, only the insured party may become a member of a.s.r. Vitality. Only activities performed by the insured party count toward earning Vitality Points.

3. Participation through employer

- 3.1 Are you leaving your employer's employment? Then you are no longer eligible to participate through your employer's subscription. You are required to inform us within 30 days of your departure. You can do this at www.asr.nl/vitality/zelf-regelen. We will then terminate your participation. Do you have a combinable insurance policy of your own? Then you can continue your membership individually. If you do so within 90 days of the date you leave employment, you will retain accrued points and rewards earned. An overview of the combinable insurance policies can be found at www.asr.nl/vitality/verzekeringen.
- 3.2 Does your employer stop offering a.s.r. Vitality? Then we will terminate your membership. With your own combinable insurance policy, you can continue your participation individually within 90 days of the end date while retaining accrued points and rewards earned. An overview of the possible insurance combinations can be found at www.asr.nl/vitality/verzekeringen.

4. Change of terms and conditions

- 4.1 We reserve the right to amend these General Terms and Conditions. Should this be the case you will always be informed at least 2 months in advance. If you not agree with the change made to the General Terms & Conditions, you are free to terminate your a.s.r. Vitality membership from the date the new General Terms & Conditions take effect. The provisions of Article 2.4 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/kom-in-beweging/activity-trackers-apps
- 4.3 Activities for achieving the weekly goal, monthly goal and Vitality Status 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 at the start 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/kom-in-beweging/punten-verdienen.

5. Earning Vitality Points

- 5.1 You can earn Vitality Points by completing various health-related activities, such as completing questionnaires, uploading the results of a physical 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
 - a. The points for completing the questionnaires count towards your Vitality Status once per membership year. You can therefore earn these points again each membership year;
 - b. The points for uploading the results of your health check count towards your Vitality Status once per membership year. You can therefore earn these points again each membership year.
- 5.2 We can only ensure that Vitality Points are recorded and credited if you synchronize your activity tracker or app with the a.s.r. Vitality app.
 - a. The activities for achieving goals must be synchronized within 6 days after the end of the relevant cycle;
 - b. Points for activities that are not synchronized in time will no longer count towards weekly goals, monthly goals and Vitality Status;
 - c. We reserve the right to verify the data entered or to request an appropriate proof.
- 5.3 We will not reimburse any additional costs made during the course of an activity unless indicated otherwise.
- 5.4 You can view your current number of Vitality Points accrued in the a.s.r. Vitality app. If you notice discrepancies in the number of points you expected to earn and the number of points shown in the a.s.r. Vitality app, you can report this to us within 30 days. You can reach us via www.asr.nl/contact/vitality.
- 5.5 a.s.r. Vitality membership is personal and non-transferable. Nor can you transfer, sell, exchange or pledge your Vitality Points, your Vitality Status and other a.s.r. Vitality membership rights to another person. The transferability of your personal 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 Vitality Points earned 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. 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. Your status (provided at least 1 (one) point has been earned in the year in question) determines the amount of any discounts on products and/or services offered by a.s.r. Vitality Partners.
- 6.2 The Vitality Status is based on the current number of Vitality Points earned, which you can access and view in the a.s.r. Vitality app any given time. The following overview shows the number of Vitality Points which correspond to each Vitality Status.

Vitality Status	Vitality Points
Bronze (not active)	0
Bronze (active)	1 - 9.999
Silver	10.000 – 19.999
Gold	20.000 – 24.999
Platinum*	25.000 +

* Platinum status can only be achieved in combination with completing questionnaires and uploading health check results as mentioned in article 5.1. The cost of this health check is not reimbursed by a.s.r. Vitality.

- 6.3 You start with Vitality Status Bronze on the first day of a new membership year. Being at that moment the number of Vitality Points earned is reset to zero.
- 6.4 You will continue with the status you achieved in the previous membership year during the new membership year along. This status is important for determining the amount of rewards on products and/or services.

7. Rewards

- 7.1 The scope and conditions under which the rewards are provided may depend on your Vitality Status and/or the respective terms and conditions of the 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 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.
- 7.5 We are not liable for products and/or services provided by a.s.r. Vitality Partners. Any claims and disputes related to the redemption of these must be settled directly with the respective a.s.r. Vitality Partner.
- 7.6 Unless expressly stated otherwise in the terms and conditions of an a.s.r. Vitality Partner, you can only personally claim rewards and/or services (see Article 5.5).

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. Final provisions

- 9.1 Do you have questions about a.s.r. Vitality? Then you can reach us via www.asr.nl/vitality/contact.
- 9.2 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.
- 9.3 If you do not wish to use the option provided by Article 9.2, 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 conditions. Disputes can only be submitted to the competent court in the Netherlands.
- 9.4 If one or more provisions of these general terms and conditions be rendered null and void, any other provisions of these general terms and conditions shall remain in full force and effect. As much as circumstances 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.