

CONSENT

to the Collection and Use of Health Data and Declaration of Release from Secrecy towards Swiss Life Prévoyance et Santé (Insurer)

Part I - Declaration at the Time of Application

The declarations of consent and release from secrecy printed under I. were prepared as coordinated between the Gesamtverband der deutschen Versicherungswirtschaft e.V. (GDV) and the data protection supervisory authorities.

The German Insurance Contract Act (VVG), the Federal Data Protection Act (BDSG) as well as other data protection regulations do not include an adequate legal basis for the collection, processing and use of health data by the Insurer. For this reason, we are in need of your consents, as required by data protection laws. In order to be able to obtain and use your health data in connection with this application and the contract, we therefore need your consent under the data protection laws. In addition, we are in need of your declaration of release from secrecy in order to be able to obtain your health data from parties subject to secrecy, such as physicians.

We need your declaration of release from secrecy also in order to be able to disclose your health data and other data protected according to Section 203 of the German Criminal Code (StGB), such as, for instance, the fact that a contract has been concluded with you, your client number or other identification data, to other parties, such as assistance, logistics or IT service providers.

The following declarations of consent are indispensable for checking your application and for concluding, implementing or terminating your insurance contract (claims processing). If you fail to make such declarations, contract conclusion will, as a rule, not be possible.

The declarations concern the handling of your health data and other data subject to secrecy on our part (under 1.), in connection with requesting such data from third parties (under 2.) and in case of their disclosure towards parties external to the Insurer (under 3.)

The declarations shall also apply to co-insured persons legally represented by you, such as, for instance, your children, to the extent that they are not able to recognise the significance of this consent and are therefore not able to make their own declarations.

1. Consent to the Collection, Storage and Use of Your Health Data

I agree that Swiss Life Prévoyance et Santé collects, stores and makes use of the health data made available by me in this application form to the extent that this is necessary for implementing or terminating the insurance contract.

2. Request of Health Data from Third Parties for Risk Assessment and Verification of the Duty to Indemnify

For assessing the risks to be covered it may become necessary to obtain information from parties who are in possession of your health data. In order to check our duty to indemnify it may also become necessary to check the information on your state of health provided by you for substantiating your claims or included in any documents filed by you (e.g. invoices, prescriptions, expert reports) or in notifications sent by, for instance, a physician or any other members of the health profession. Such examination shall be carried out to the necessary extent only. For this purpose, we need your consent inclusive of a declaration of release from secrecy both for us and for the aforementioned parties if and when health data or any other information subject to secrecy must be disclosed within the framework of such requests.

We will in each individual case inform you from which persons or establishments and for what purpose information have to be requested. Then, you can decide on a case-by-case basis whether you agree to the collection and use of your health data by the Insurer, release the indicated persons or establishments and their employees from their secrecy duty and consent to the disclosure of your health data to the Insurer or whether you want to submit the required documents on your own.

I want Swiss Life Prévoyance et Santé to inform me in each case in advance from which persons or establishments and for what purpose information have to be requested. Afterwards, I will decide whether I

- agree to the collection and use of my health data by Swiss Life Prévoyance et Santé, release the indicated persons or establishments and their employees from their secrecy duty and consent to the disclosure of my health data to Swiss Life Prévoyance et Santé or

- submit the required documents on my own.

I am aware that this may result in a delay of the processing of my application or of the verification of the duty to indemnify. To the extent that the aforementioned declarations relate to the information rendered by me at the time of application, they shall be valid for a period of three years after contract conclusion. In the event that, after contract conclusion, Swiss Life Prévoyance et Santé has specific grounds for suspecting that the applicant has intentionally rendered incorrect or incomplete information at the time of application and has, consequently, exerted influence on risk assessments, the declarations shall be valid for a period of up to ten years after

3. Disclosure of your Health Data and other Data Subject to Secrecy to Parties External to Swiss Life Prévoyance et Santé

We shall contractually oblige the following parties to comply with the provisions on data protection and data security.

3.1 Disclosure of Data for Medical Assessment

In order to assess the risks to be insured and to verify the duty to indemnify, it may become necessary to involve medical experts. For this purpose, we are in need of your consent and release from secrecy for the case that your health data and other data subject to secrecy must in this context be disclosed. You will be given notice of the respective data disclosure.

I agree that Swiss Life Prévoyance et Santé discloses my health data to medical experts, always provided that this is necessary for checking the duty to indemnify in connection with my insurance affairs, that the health data are used by such experts according to the purpose of disclosure and that the results are returned to Swiss Life Prévoyance et Santé. With respect to the health data and other data protected according to Section 203 of the German Criminal Code (StGB), I hereby release the persons active for Swiss Life Prévoyance et Santé and the experts from their secrecy duty.

3.2 Transfer of Tasks to Other Parties (Companies or Persons)

Certain tasks, such as risk assessment, case management or telephone customer service, in connection with which health data may be collected, processed or used are to a certain part not carried out by ourselves. To this extent, we have outsourced such tasks to other companies. If, in this context, your data subject to secrecy are disclosed we need your release from secrecy for us and, where appropriate, for other parties. We shall maintain a continuously updated list of the parties and categories of parties who have contractually been entrusted by us with the collection, processing or use of data subject to secrecy. The tasks assigned to the individual parties can be learned from the aforementioned list. The currently valid list has been directly attached to the declarations*. Moreover, the current list may be inspected on the Internet at <https://www.bdae.com/service/formulare-dokumente>. In order to be able to disclose your health data towards the parties mentioned in this list and to have them processed by them we are in need of your consent.

I agree that Swiss Life Prévoyance et Santé discloses my health data to the parties indicated in the aforementioned list and that the health data are collected, processed and used there for the indicated purposes to the extent Swiss Life Prévoyance et Santé would be allowed to collect, process and use them. I release the employees of the mandated parties to the necessary extent from their secrecy duty with respect to the disclosure of health data and other data protected according to Section 203 of the German Criminal Code (StGB).

4. Storage and Use of your Health Data if the Contract Does not Come into Being

If the contract with you fails to come into being we will store your health data collected in the course of the risk assessment by the expiry of the third calendar year after the year in which the application was filed in order to provide for the case that you apply for insurance coverage again.

I agree that Swiss Life Prévoyance et Santé may, for the aforementioned purposes, store and use my health data in case that the contract fails to come into being for a period of three years after the expiry of the calendar year during which the application was filed.

According to Section 32 of the amended French data protection act no. 78-17 of 6 January 1978, I am aware of the fact that Swiss Life Prévoyance et Santé is responsible for the processing of my personal data. I may assert my rights to access and correct my personal data within the meaning of Sections

39 and 40 of the aforementioned act by contacting the Marketing Department of Swiss Life, 1 rue du Mal de Lattre de Tassigny - 59671 Roubaix Cedex 01, France and, with respect to medical data, the medical consultant: Swiss Life, 7 rue Belgrand 92300 Levallois-Perret, France. The personal data collected for the processing of my insurance affairs will be used by the Swiss Life Group, the recipient of the data, together with its authorised persons and reinsurers in strict compliance with medical confidentiality. I will be obliged to answer all questions, otherwise Swiss Life Prévoyance et Santé will not be able to review my insurance affairs.

5. Declarations by the Person(s) to be Insured or their Legal Representative(s)

I hereby make the declarations concerning data processing, as submitted by the applicant or the party interested in insurance, on my behalf and/or on behalf of the person(s) to be insured.

Place, date

Signatures

(Applicant, if appropriate as legal representative of persons to be co-insured and all persons of full legal age to be insured)

Part II - Declaration with Respect to the Verification of the Duty to Indemnify

A. Consent and Declaration of Release from Secrecy with respect to Requests of Health Data towards Third Parties and for Data Disclosures

Disclosure of Data to the Reinsurer

In order to ensure the fulfilment of your claims Swiss Life Prévoyance et Santé may conclude contracts with reinsurers who assume the risk insured by us either in total or in part. In some instances, the reinsurers make use of other reinsurers for this purpose so that your data will also be disclosed towards such other reinsurers. In order to enable the reinsurers to check whether Swiss Life Prévoyance et Santé has made a correct assessment of an insured event, Swiss Life Prévoyance et Santé may be requested to submit your claim documents to the reinsurer. Apart from that, data concerning your existing contracts may be disclosed to reinsurers for settling insurance claims. For the aforementioned purposes, anonymised or pseudonymised data, if possible, but also personal health data will be used. A use of your personal data by reinsurers shall be limited to the aforementioned purposes. We shall inform you about a disclosure of your health data to reinsurers.

I agree that Swiss Life Prévoyance et Santé discloses my health data to reinsurers to the extent that this is necessary for asserting statutory claims for reimbursement in the context of my insurance affairs and the health data are used there in line with their purpose and the results are returned to Swiss Life Prévoyance et Santé.

I release the persons active for Swiss Life Prévoyance et Santé and the experts to the necessary extent from their secrecy duties with respect to health data and other data protected according to Section 203 of the German Criminal Code (StGB).

Declarations by the Person(s) to be Insured or their Legal Representative(s)

I hereby make the declarations concerning data processing, as submitted by the applicant or the party interested in insurance, on my behalf and/or on behalf of the person(s) to be insured.

B. Disclosure of Data to other Insurers

According to the German Insurance Contract Act (VVG), the insured person is in case of an insured event be obliged to give the Insurer notice of any and all circumstances important for claims processing. Such circumstances may include former diseases and insurance claims or notices concerning similar other insurances. In certain case such as double insurances, statutory subrogation and division agreements, personal data must be exchanged between the insurers. Also for avoiding a misuse of insurances, it may become necessary to ask other insurers for information or to render corresponding information upon request. In this context, data of the data subject, such as name and address, kind of insurance coverage and risk or data concerning an insured event (kind, amount and day of damage or injury), will be disclosed.

Place, date

Signatures

(Applicant, if appropriate as legal representative of persons to be co-insured and all persons of full legal age to be insured)

*
 AGA Service Deutschland GmbH (assistance services)
 Experts (medical and care-related assessment and preparation of expert reports)
 Care services and suppliers of aids and auxiliary means (arrange for care services and suppliers of aids and auxiliary means)
 Repatriations (medically necessary return transport from a foreign country)
 BDAE Expat GmbH
 BDAE Dienstleistungsgesellschaft mbH
 BDAE Holding GmbH
 BDJ Versicherungsmakler GmbH & Co. KG