

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

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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 services.
- **a.s.r. Vitality:** a.s.r. Vitality is a health and well-being program aimed at rewarding a.s.r. Vitality members who actively work to improve their health and overall well-being.
- **a.s.r. Vitality Partner:** an a.s.r. Vitality Partner is a selected organisation that offers rewards within the a.s.r. Vitality framework to the a.s.r. Vitality members. The rewards offered by an a.s.r. Vitality Partner may be subject to specific conditions. For further information see our webpage www.asr.nl/vitality/beloningen.
- **a.s.r. Vitality Member (you/the insured party):** the individual who is 18 years of age or older and who is insured under an insurance policy of one of the ASR Nederland N.V. brands, which can be combined with a.s.r. Vitality, or who becomes insured under an insurance policy that can be combined with a.s.r. Vitality within 12 months of registering for a.s.r. Vitality. An overview of the possible insurance combinations can be found on our webpage www.asr.nl/vitality/verzekeringen.
- **a.s.r. Vitality Points:** a.s.r. Vitality Points can be earned by actively participating in the a.s.r. Vitality program. The number of points earned determine whether, and to what extent, you can take advantage of the rewards. By earning enough a.s.r. Vitality Points you can also increase your a.s.r. Vitality Status. More information can be found on our webpage www.asr.nl/vitality/verbeter-je-gezondheid/punten-verdiene.
- **a.s.r. Vitality Status:** the a.s.r. Vitality Status determines whether, and to what extent, rewards are granted on the eligible insurances policies. In addition, the a.s.r. Vitality Status can determine the amount of rewards on products and/or services provided by a.s.r. Vitality Partners. The different statuses and the required points can be found in Article 6 of these terms and conditions and on our webpage www.asr.nl/vitality/beloningen/status.
- **Rewards:** the rewards you can earn with a.s.r. Vitality. An overview of all current rewards can be found at www.asr.nl/vitality/beloningen.
- **Contract Expiry Date:** the membership year starts at the start of your participation and lasts 12 months. After each membership year we extend it for a period of 12 months.

2. Start and termination 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 en www.asr.nl/vitality/privacy. With your registration, the collection of the fees also starts (see also article 3.2.2).
- 2.2 After registration you will receive a code which can be used to download 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 be started.
- 2.3 A membership of a.s.r. Vitality can start at any time and is entered into for a period of 12 months. After that your membership is automatically renewed for a period of 12 months.
- 2.4 If you take advantage of an offer that includes free participation or a discount for a specific period, then, as mentioned in Article 2.3, participation is for a period of 12 months, unless the promotional terms and conditions deviate from this. After the period of free participation or discount on the contribution, we collect the contribution fee via direct debit from the IBAN you has shared.

Please note: the provisions of Article 2.6 remain applicable.

2.5 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 a.s.r. Vitality Status and the Vitality Points earned.

Please note: the provisions of Article 5.5 remain applicable.

2.6 We will terminate the membership:

- 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;
- on the day that an insurance policy entitling you to participate in a.s.r. Vitality is terminated, e.g. in connection upon reaching the agreed end date or retirement age, 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;
- if no combined insurance has been taken out during a 12-month period. Is the membership terminated for this reason, you cannot become an a.s.r. Vitality member again for 6 months without taking out an a.s.r. Vitality combined insurance. An overview of the possible insurance combinations can be found on our webpage www.asr.nl/vitality/verzekeringen;
- if the membership fee has not been received by us within 90 days of its due date;
- upon termination of the activities or dissolution of ASR Nederland N.V. and/or ASR Vitaliteit en Preventieve Diensten B.V.;
- in cases of fraud: deliberately damaging ASR Vitaliteit en Preventieve Diensten B.V. by, for example, misrepresentation with the aim of gaining rewards and/or cashbacks. You can read our fraud policy on our webpage www.asr.nl/fraudebeleid;
- 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;
- if you do not agree with the changes in the general terms and conditions and/or a change in the membership fee;
- in the event of your death.

2.7 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 to which you may still be entitled to will be cancelled:

- if the membership fee has not been received by us within 90 days of its due date.
- in cases of fraud: deliberately damaging ASR Vitaliteit en Preventieve Diensten B.V. by, for example, misrepresentation with the aim of gaining rewards and/or cashbacks. You can read our fraud policy at www.asr.nl/fraudebeleid;
- 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.
- in the event of your death.

2.8 In all other cases where your a.s.r. Vitality membership is terminated the following applies:

- You can no longer earn a.s.r. Vitality Points. The a.s.r. Vitality Points earned up to the termination date will still be added to your total;
- that you may no longer receive new rewards;
- that earned rewards may still be redeemed up to 90 days after the termination date. We will then close your account.

2.9 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 a.s.r. Vitality Points earned, any a.s.r. 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 a.s.r. Vitality Points, the a.s.r. Vitality Status and the unredeemed rewards.

- 2.10 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 the a.s.r. Vitality program.
- 2.11 ASR Vitaliteit & Preventieve Diensten B.V. reserves the right to reject applications for participation in the a.s.r. Vitality program.

3. Membership Fee

3.1 Employers Membership

- 3.1.1 If your a.s.r. Vitality membership is covered by your employer, you are not required to pay the membership fee.
- 3.1.2 Should you leave your employers employment, or if your employer stops offering the a.s.r. Vitality membership, then you will get an offer to continue your participation individually. You then pay the contribution for participation yourself and you keep the points accrued and rewards earned. The condition is however, that you have a combined insurance or that you take out such an insurance within 12 months after you have continued your membership. The membership rates are set out on our webpage www.asr.nl/vitality/lidmaatschap. An overview of the possible insurance combinations can be found on our webpage www.asr.nl/vitality/verzekeringen.

3.2 Personal membership

- 3.2.1 a.s.r. Vitality membership requires the payment of a membership fee. The membership rates can be found on our webpage www.asr.nl/vitality/lidmaatschap.
- 3.2.2 After your registration as described in article 2.1, we will collect the contribution fee from that moment by direct debit from the IBAN you provided.
- 3.2.3 If we do not receive the fee within 90 days of due date, your membership will be terminated with immediate effect and your account closed.

From the termination date you can:

- earn no more Vitality Points. The a.s.r. Vitality Points earned up to the termination date will be added to your total;
- no longer receive new rewards;
- redeem any rewards already earned up to 90 days after the termination date. We will then close your account;
- reactivate your participation within 90 days by paying the outstanding invoice installment(s). In that case you keep your a.s.r. Vitality Status and the Vitality Points earned up to that point.

Please note: the provisions of Article 5.5 remain applicable.

- 3.2.4 If you are already an a.s.r. Vitality member and you enter into employment with an employer who also provides an a.s.r. Vitality program for its employees, you may choose to continue paying your own a.s.r. Vitality membership fee or change to the program financed by the employer. In that case, any future payment obligations for the membership fee will be transferred to the employer as of the 1st of the calendar month following the month in which you registered as a new employee. Until that time, you remain liable for the membership fee. You keep your a.s.r. Vitality Status and the Vitality Points earned.

4. Change of membership fee and/or terms & conditions

- 4.1 We reserve the right to change the membership fee. If we do this, we will at least inform you two months in advance. If you not agree with the change of the membership fee, you can terminate your a.s.r. Vitality membership from the date on which the new contribution takes effect. The provisions of Article 2 remain applicable.
- 4.2 We reserve the right to amend these General Terms and Conditions. Should this be the case you will always be informed 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 remain applicable.
- 4.3 The scope and conditions of the rewards can depend on your a.s.r. Vitality Status and/or the respective terms and conditions of the a.s.r. Vitality Partners. For further information see our webpage www.asr.nl/vitality/beloningen/partners. The availability of rewards may vary. We do not guarantee the availability of a specific a.s.r. Vitality Partner reward.
- 4.4 We reserve the right to revise, adapt and amend the list of affiliated a.s.r. Vitality Partners. The current a.s.r. Vitality Partners list and the rewards currently on offer can be found on our webpage www.asr.nl/vitality/beloningen/partners.
- 4.5 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-verdielen.

5. Accumulating α.s.r. Vitality Points

- 5.1 You can earn a.s.r. 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 a.s.r. to be achieved Vitality Points depends on the specific activity, its duration as well as the achieved result. The type of activity and the number of a.s.r. Vitality Points you can achieve may vary. A current overview can be found at www.asr.nl/vitality/verbeter-je-gezondheid/punt-verdielen.
- The points for completing the questionnaires count towards your Vitality Status once per membership year. You can earn these points again every membership year
 - The points for uploading the results of your physical health check count once per membership year for your Vitality Status. You can earn these points again every membership year.
- 5.2 We can only ensure that a.s.r. Vitality Points are determined and credited as your activity tracker or app regularly synchronizes with the a.s.r. Vitality app.
- The activities carried out which earn weekly and/or monthly rewards must be synchronized up to 6 days after the end of a respective weekly cycle;
 - Points for activities which are not synchronized within the required timeframe will not count towards your week and/or month goals;
 - 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 a.s.r. Vitality Points accrued in the a.s.r. Vitality app. We advise you to regularly check your number of a.s.r. Vitality Points accrued, and to inform us of any identified discrepancies within 30 days of submitting the relevant information about a completed activity. You can contact us through our webpage www.asr.nl/vitality/contact.

- 5.5 At the beginning of a new membership year you start again with zero a.s.r. Vitality Points and the a.s.r. Vitality Bronze status. The a.s.r. Vitality status achieved at the end of the previous membership year takes you into it new membership year until the new status is determined at the end of your current membership year (see also articles 6.3 and 6.4.).
- 5.6 a.s.r. Vitality membership is personal and non-transferable. Nor can you transfer, sell, exchange or pledge your a.s.r. Vitality Points, your a.s.r. 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.
- 5.7 a.s.r. Vitality points earned and/or your a.s.r. 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 a.s.r. 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 cashback for the combined insurance. A summary of the possible insurance combinations can be found on our webpage www.asr.nl/vitality/verzekeringen.
- 6.2 The a.s.r. Vitality Status is based on the current number of a.s.r. 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 a.s.r. Vitality Points which correspond to each a.s.r. Vitality Status.

α.s.r. Vitality Status	α.s.r. Vitality Points
Bronze	0 - 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 the results a physical health check as mentioned in article 5.1.

- 6.3 You start with a.s.r. Vitality Status bronze on the first day of a new membership year. Being at that moment the number of Vitality Points achieved 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 cashbacks eligible for this upcoming insurance policies (see article 6.5) and/or any other status-based rewards. The maximum period from which rights can be derived from this status is 12 months. After 12 months this status will be replaced by the status you achieved at the end of the current membership year.
- 6.5 Every year on December 31, your a.s.r. Vitality Status is determined that determines the amount of the cashback on the eligible insurance policies:
 - Is your current a.s.r. Vitality Status on December 31 higher than your a.s.r. Vitality Status at the end of your previous membership year? We then use this higher status to determine the cashback on eligible insurance policies.
 - Is your current a.s.r. Vitality Status on December 31 lower than your a.s.r. Vitality Status at the end of your previous membership year? Then your a.s.r. Vitality Status at the end of the previous membership year is decisive for the amount of the cashback on eligible insurance policies.
 More information about the cashback on the eligible insurance policies can be found on our webpage www.asr.nl/vitality/verzekeringen.
- 6.6 To qualify for cashback on your combined insurance policies, you must:
 - be a member of a.s.r. Vitality on December 31 and
 - have been a member for at least two months in the past calendar year

7. Discounts and rewards from α.s.r. Vitality Partners

- 7.1 The rewards offered by a.s.r. Vitality Partners may vary. All rewards and their applicable terms & conditions can be found on our webpage www.asr.nl/vitality/beloningen.
- 7.2 The terms and conditions for redeeming and processing of a specific reward are subject to the terms and conditions of the a.s.r. Vitality Partner offering the reward. This may mean that if the reward is not redeemed within a given period of time, it will become invalid. We cannot be held liable for the services or products offered by a.s.r. Vitality Partners as a reward. All claims and disputes relating to the compensation of a reward must be settled directly with the a.s.r. Vitality Partner in question.
- 7.3 Unless otherwise explicitly stated in the terms and conditions of an a.s.r. Vitality Partner, only you personally may claim any rewards and discounts (see Article 5.6).

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 For questions regarding a.s.r. Vitality, or regarding the general terms and conditions and/or our privacy statement you can have a look at www.asr.nl/vitality/service. Is your question not listed there? Then you can reach us via www.asr.nl/vitality/contact.
- 9.2 If you have a complaint regarding the implementation of the a.s.r. Vitality program? We suggest you file a complaint with ASR Vitaliteit & Preventieve Diensten B.V. via our website www.asr.nl/over-asr/klacht.
- 9.3 If you not wish to make use of the option covered by Article 9.2? Or did this not produce a satisfactory result? Then you can submit your complaint to the civil court. These terms and conditions are governed by Dutch law. In the Netherlands, any disputes may be exclusively submitted to the court of competent jurisdiction.
- 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.

