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Terms and Conditions for Online Access

These terms and conditions govern use of the KPTnet customer portal by insured persons or persons they represent (family members) via the online portal and KPT app.

1 Services

All services offered on the KPT app or the KPTnet customer portal are defined in the product descriptions on the kpt.ch website. Customers who use KPTnet receive all documents electronically from us via the customer portal. Among other things, customers can use KPTnet to submit bills, amend their personal data and communicate with their customer advisor.

2 Access to services

- a) From a technical perspective, the portal is accessed via the internet provided by the customer's chosen internet service provider (ISP). The online portal is optimised for the latest versions of all major browsers. Use may be limited with older versions or less common browsers. The KPT app runs on modern smartphones with current iOS or Android operating systems. Use may be limited with older devices or operating system versions.
- b) To access the portal for the first time, the customer must use an initial password which they receive from KPT through the post. After successfully entering the initial password and their personal identification number (mTAN), verifying their e-mail address and changing their password, the customer can access KPTnet.
- c) KPT shall grant access to the customer portal via the online portal or KPT app to anyone who proves their identity by entering their online contract number or e-mail address, password and personal identification number (mTAN). The mTAN is a one-time code sent to the customer by SMS during each login process. If the customer has activated in-app approval on one or more devices, the login can also be confirmed on the online portal using a saved device instead of using the mTAN.
- d) The customer can independently activate biometric login on the KPT app. Once activated, biometric authentication (e.g. fingerprint or face recognition) can be used as an alternative login method on the customer's device.
- e) KPT shall consider anyone who proves their identity in accordance with 2.b above a legitimate user of KPTnet. For the purpose of service provision, KPT shall, without any further verifications, allow such authenticated users to submit enquiries concerning the policy numbers listed in the online contract and shall accept orders and communications, amongst other things, from these users.
- f) The customer unreservedly acknowledges all transactions effected in KPTnet using their login credentials. Likewise, all instructions, orders, communications, etc. received by KPT via this channel will be deemed to have been written and authorised by the customer.

3 Processing

KPT shall define the order processing times. KPT shall check the incoming order data and reserves the right to reject orders in whole or in part.



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4 Customer's duty of care

- a) The online contract number and password must not be disclosed to unauthorised persons and must be protected from misuse by such persons. Customers shall bear all consequences arising from the use of their login credentials by unauthorised persons.
- b) The customer shall keep an up-to-date list of devices activated for in-app approval or biometric login. In the event of the theft, loss or transfer of a saved device, the customer shall remove the device immediately from the list of devices in the customer portal or report its loss to KPT's web support. If there is any reason to suspect that the password has been compromised, it must be changed immediately and, if necessary, KPT must be asked to suspend access to KPTnet.
- c) If the customer's home address, e-mail address or mobile phone number changes, the customer shall update this information immediately on KPTnet.
- d) Correspondence from KPT will be deemed to have been made with legal effect if sent to the customer's residential or e-mail address stored in the system.
- e) On devices that are used to access the above KPT services, the customer shall take all security precautions necessary to prevent unauthorised access by third parties and protect against malware. KPT accepts no liability for losses caused by making unauthorised changes to the operating system, such as jailbreaking or rooting, or caused by circumvention, omission or disregard of security features. Where customers download documents from KPTnet to their devices, they are responsible for keeping the data secure and backing it up. KPT accepts no liability in this regard.

5 Responsibilities

- a) KPT makes no assurances regarding the accuracy or completeness of the data it provides and transmits. The customer must report erroneous or incorrectly assigned data to KPT immediately to allow for rectification. KPT is also entitled to delete or correct erroneous or incorrectly assigned data without prior notification to the customer.
- b) The customer is responsible for managing their technical access to KPTnet services. KPT accepts no liability for internet service providers (ISP) or for the hardware and software required to use KPTnet.
- c) KPT accepts no liability for losses experienced by the customer due to transmission errors, technical defects, incidents, network overload, disruptions or other faults.
- d) Where reasonable care has been taken, KPT accepts no liability for the consequences of incidents and disruptions or for losses resulting from the non-fulfilment of contractual obligations.
- e) KPT reserves the right to suspend the KPTnet customer portal at any time should it detect any security risks. KPT accepts no liability for losses incurred as a result.

6 Correspondence

Customers who use the KPTnet customer portal exclusively

By concluding an online contract, the contract holder and all represented family members waive any claim to the postal delivery of insurance policies, insurance conditions, benefit statements, communications or any other documents from KPT. The customer is required to retrieve the personal documents saved in KPTnet and observe any applicable time limits. The date the document is saved to KPTnet will be considered the date of delivery. The contract holder can choose to be notified by e-mail or SMS as soon as new documents have been saved and are available. The e-mail address and/or mobile phone number saved in the contract holder's user profile at the time of notification will be considered valid. By law, submissions by the contract holder that are legally or contractually required in writing (with a personal signature) cannot be submitted via KPTnet.



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Customers who, in addition to using KPTnet customer portal, also receive all documents by post

- a) By explicit request (Paper Plus option), customers and all family members represented by the customer can, despite online access, continue to receive all documents, such as insurance policies, insurance conditions, benefit statements, communications and any other documents, through the post as well as in KPTnet. As soon as the customer selects the Paper Plus option, any benefits associated with the exclusive use of KPTnet (e.g. premium discounts) will cease.
- b) Responses to customer enquiries that have been submitted electronically in KPTnet are not subject to the postal delivery obligation. KPT will only provide such responses in KPTnet or over the phone. In such cases, the customer is required to retrieve the personal responses saved in KPTnet and observe any applicable time limits. The date on which KPT's response is saved to KPTnet will be considered the date of delivery.

7 Families

- a) In the case of families, access to KPTnet is granted to the premium payer ('head of family') for all family members allocated to the head of family who are also insured with KPT. The details of the premium payer ('head of family') are required in order to be granted access. This person is considered the holder of the online contract ('contract holder'). The access granted gives the contract holder and the other family members access to the data, including sensitive personal data (health data), of all family members.
- b) The contract holder acts on their own behalf and on behalf of their family members. Upon conclusion of the online contract, all adult family members who have capacity agree to be represented by the contract holder.
- c) If a family member requires separate, independent access to KPTnet, this family member must be removed from the family (in a process referred to as a 'family split') and must conclude a separate online contract for access to KPTnet.
- d) Additional family members can be added to an existing online contract at any time.

8 Suspension

- a) The customer is entitled to have their own access to KPTnet suspended. This will not affect any previously placed orders, which will be executed. KPT defines the terms of the suspension.
- b) KPT is entitled to suspend the customer's access to KPTnet at any time without notice and without giving a reason.

9 Security

- a) KPTnet is accessed via the internet, an open network that is accessible to everyone. Although the transmission of data between KPT and the customer is encrypted, absolute security cannot be guaranteed by the customer or KPT, even when using the most up-to-date security measures. KPT draws the customer's attention to the following risks in particular.
- b) Insufficient system knowledge and inadequate security on the customer's device may allow unauthorised access to customer data. It is impossible to rule out the risk that a third party may (or may already have) surreptitiously gain(ed) access to the customer's device when using KPTnet. KPT therefore recommends that all customer devices be equipped with the latest protection software and that the highest possible security level is used for all programs and systems. Using KPTnet over a public or unknown WLAN is not recommended.



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- c) Although data transmission between KPT and the customer is encrypted, the sender and receiver are not encrypted. It is therefore possible for a third party and the ISP to identify the existence of customer relationship with KPT.
- d) Data can also be transmitted freely across borders, even if the sender and receiver are located in Switzerland.
- e) KPT has no influence on whether the customer's chosen internet provider analyses data traffic or how it might do this, meaning that it would be possible for the provider to determine who the customer had contact with and when.
- f) The use of screen recordings, screenshots and the like results in information being stored outside of KPTnet, where it is not protected against access by third parties. KPT accepts no liability for any losses in connection with this.

10 Data protection

- a) The lawful basis for the processing of KPT customer data in the protected login area (KPTnet) is the existence of a basic health insurance contract in accordance with the HIA and/or a supplementary health insurance contract in accordance with the IPA. Data is processed in accordance with the Federal Act on Data Protection (FADP), the Federal Act on General Aspects of Social Security Law (GSSLA), the Federal Health Insurance Act (HIA) and the Federal Insurance Policies Act (IPA). For more information about data protection, see kpt.ch/data-protection.
- b) KPT takes all appropriate technical and organisational measures to protect customer data from unauthorised access.
- c) The online portal uses technologies such as JavaScript and cookies to increase the user friendliness and security of the application. If the customer chooses to disable these technologies, some features of the portal may not work as intended.
- d) The customer consents to the collection, processing and evaluation of anonymised tracking data (with no identification of specific persons) by KPT during the customer's use of KPTnet and the KPT app for the purpose of optimising the platform and for statistical purposes. To this end, KPT uses the Google Analytics tool for the KPTnet customer portal and the Google Firebase services Crashlytics, Cloud Messaging and Analytics (Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA) for the KPT app. See the following links for the detailed privacy policies of the services and the manufacturer policies:
 - Google Analytics: <https://policies.google.com/privacy?hl=en-GB>
 - Firebase: <https://firebase.google.com/support/privacy>

KPT collects information about the customer's user behaviour and interactions with KPT and logs information about their computer or mobile device. This includes information such as the name and URL of the page accessed, the date and time of access, the anonymised IP address, the device and browser type as well as the browser version and operating system. This information provides KPT with general statistical and anonymised information about the features and content that are important to its customers. KPT uses this information as the basis for optimising its KPTnet and KPT app platforms and troubleshooting. Crashlytics provides KPT with real-time crash reporting, including detailed reports of KPT app errors and crashes. The possibility that additional information could be transferred along with this data cannot be ruled out, for example information entered or retrieved while using the app, including the data generated in connection with this as well as any user login information. Please refer to the provider policies specified above. To continually provide the customer with relevant information on both the KPTnet customer portal and the KPT app, KPT uses demographic data, including an approximate age range and gender. KPT receives this data on the basis of online behaviour extending beyond the KPT platforms. If customers use



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a personal Google account, it is possible that Google will include this demographic information to provide more accurate data. In their Google profile, users can manage personal data and define viewing permissions for the Google services.

Anonymisation

KPT has designed the KPTnet customer portal and KPT app to prevent the identification of specific individuals in URLs, document names or when accessing features. In addition, IP anonymisation is enabled by KPT by default for Google Analytics, meaning that Google truncates and masks the IP address of customers within the EU for other states party to the Agreement on the European Economic Area. Only in exceptional cases will the full IP address be transmitted to a Google server in the USA and truncated there. The IP address transmitted by the user's browser is not merged with other Google data. Customers can prevent the storage of cookies by configuring their browser settings accordingly. KPT also recommends installing a browser plugin to prevent Google from processing the data that cookies generate during online activities. Available browser plugins can be downloaded and installed here: <https://tools.google.com/dl-page/gaoptout?hl=en>.

11 Use of the virtual insurance card in KPT app functions

The virtual insurance card is intended to complement rather than replace the physical insurance card and its use is optional. It does not have a chip function (meaning that it cannot store additional data) and cannot be used abroad (as an international insurance card).

Card display

When the virtual insurance card is displayed in the KPT app, the insurance card number is transmitted to SASIS AG in encrypted form. SASIS AG returns the encrypted card data (card number, first name, last name, OASI number, gender, date of birth, FOPH number and card expiry date) to the app. The card number is also displayed as a barcode.

Check-in

If the virtual insurance card is used to check in with a provider (by scanning a QR code or NFC tag at the provider), the card number, first name, last name and provider details stored in the scanned QR code or NFC tag are transferred to SASIS AG in encrypted form.

The Firebase ML Kit service is used for QR code identification and decoding. Please refer to the terms of the manufacturer: <https://firebase.google.com/terms>.

12 Amendments

KPT reserves the right to amend these terms and conditions at any time. Amendments will be communicated in writing, on screen or by other appropriate means and will, in the absence of an objection submitted within one month and, at any event, the next time the KPTnet customer portal is accessed, be deemed approved. An objection by the customer will be deemed a termination of the KPTnet Customer Portal Online Agreement. In the event of an objection, the customer will lose their entitlement to use KPTnet.



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13 Termination

- a) The customer and KPT are entitled to terminate the services of KPTnet and thus the online KPTnet contract at any time without notice.
- b) If the customer fails to use KPTnet for two years or longer, KPT is entitled to terminate or suspend the customer's access to KPTnet at any time.
- c) Upon termination of the online contract, any customer benefits associated with the exclusive use of KPTnet (e.g. premium discounts) will cease to apply.
- d) Following the termination of all policies, the customer's access to KPTnet will remain open for 180 days to allow the customer to view the documents available online and save them for their own purposes, as necessary.

14 Additional conditions

The implementing provisions supplementary to the HIA, the General Insurance Conditions (GIC), the Special Conditions (SC) and the Additional Insurance Conditions (AIC) of the respective KPT (and partner) insurance products also apply.

Issue 04.2024