

So simple. Just ask us

Helvetia Swiss Life
Insurance Company Ltd.
BVGonline - 2/02-15
St. Alban-Anlage 26
4002 Basel

**Helvetia Swiss Life
Insurance Company Ltd.**
St. Alban-Anlage 26
4002 Basel

BVGonline Support
E-Mail: BVGonlineHV@helvetia.ch
www.helvetia.ch

BVGonline – a service from Helvetia

Dear Sir/Madam,

BVGonline offers you the whole range of our BVG online services, thereby simplifying the administration of your employee benefits contract for you. You have online access to your contract and accounting data. You can carry out all your updates online. The only condition: you must have signed the enclosed BVGonline User Agreement, and when you log in at www.bvgonline.ch, you must tick the "I accept" box for the online general terms and conditions that will appear, and enter your user identification that was sent to you by e-mail, your initial password that was sent to you separately by A Mail and your mTAN (mobile transaction number) that was sent to you by SMS (short message service).

Please find enclosed:

- The BVGonline User Agreement.

We kindly ask you and any future user to complete and sign the BVGonline User Agreement and return it to Helvetia Swiss Life Insurance Company Ltd., BVGonline - 2/02-15, St. Alban-Anlage 26, 4002 Basel. Once we have received, checked and accepted this we shall send you the above mentioned login details by return. Brokers have to provide us with additional documentation (namely the broker agreement with Helvetia and the broker mandate from the client) in advance in order to be granted access.

We will be very pleased should you decide to use BVGonline.

Yours sincerely,

Helvetia Insurance
Market Area Employee Benefits
Corporate Customers



Astrid Bross
BVGonline Support



Daniel Jost
BVGonline Support



BVGonline – User Agreement

You or the company you represent (hereinafter "**Customer**") joined one of the collective foundations of Helvetia Swiss Life Insurance Company Ltd (hereinafter "**Helvetia**") for the purpose of securing your employees' benefits, i.e. you have concluded an insurance contract with Helvetia. This agreement enables the use of BVGonline by the customer and by the customer's authorised users, (e.g. brokers, authorised representatives; hereinafter also "**User**") free of charge. BVGonline is made available by Helvetia. Under this agreement, Helvetia grants the Customer and/or User the right to access and use BVGonline subject to the following conditions and the Customer and User undertake to observe the provisions of this agreement in relation to Helvetia and acknowledge its binding nature.

Details of Customer (a company affiliated to a Helvetia collective foundation)			
Company			
Department/Unit			
Street			
Postal code/Town			
Telephone/Fax			
E-mail			
Homepage (URL)			
Correspondence or authorised representative's address (if different from company address or power of attorney)			
Company or authorised representative (e.g. broker)			
Department/Unit			
Street			
Postal code/Town			
Details of User authorised by Customer (e.g. broker's employee or authorised representative)			
Title	Mr	Mrs	Language
Last name			English
First name			German
			French
			Italian
Date of birth (DD.MM.YYYY)			
E-mail			
Telephone number (for any contact phone calls)			
Telephone number (for SMS mTAN only)			
Application for access to contract number			

Format: 6 digits from affiliation no., e.g. 1301.V.0.999999.1.10)

Access to the BVGonline services

- a. *In order to gain access to the BVGonline services, the User must verify his/her identity using the following access data (proof of authentication):*
 - *User ID (prescribed by system and cannot be changed)*
 - *Personal password (can be changed once a day when logging in)*
 - *mTAN (mobile transaction number, provided by the system by SMS for each login)*
- b. *Whoever verifies his/her identity in accordance with para. a. is deemed by Helvetia as authorised to use BVGonline and the services offered by BVGonline, to provide legally valid declarations of intent on behalf of the Customer and to otherwise act on his/her behalf. Equally, Helvetia is entitled to obtain and process (electronic) communications from the Customer and/or his/her authorised User via BVGonline. Helvetia is entitled at any time to refuse the acceptance of electronic communications and other declarations of intent from the Customer and/or his/her authorised User and to insist on another form of proof of authentication, (e.g. a signature).*
- c. *The Customer accepts, without reservation, as his/her own all the communications, declarations of intent and other actions that are undertaken using his/her access data and/or the access data of the Customer's authorised User via BVGonline and assumes liability for these in relation to Helvetia and third parties. The relevant recordings and log books of BVGonline are presumed to be correct.*
- d. *The User may only use BVGonline and his/her proof of authentication as intended. All misuse or facilitating of misuse by third parties is prohibited. Automatic access to BVGonline (e.g. by robot software) is prohibited. All information and contents of BVGonline may only be used for the purposes of contract management.*

The Customer's and User's duty to exercise due care

- a. *The User is obliged to change his/her initial password immediately upon receiving it from Helvetia and to change his/her newly selected password periodically, or immediately in the case of suspicion that another person might be aware of it.*
- b. *The User may not give his/her user ID, personal password or mTAN (mobile transaction number) to third parties.*
- c. *The Customer and/or his/her authorised representatives (incl. Users) are obliged to maintain confidentiality with respect to all forms of proof of authentication and to prevent their misuse by unauthorised persons. Helvetia employees will never ask for any personal passwords or the mTAN (mobile transaction number).*
- d. *The Customer must ensure that Users who have had their authorisation revoked – for whatever reason – are unable to access BVGonline on behalf of the Customer. The Customer bears all the risks that arise from the use (rightly or wrongly) of the proof of authentication by his/her authorised representatives and is liable to Helvetia for any loss/damage that results.*
- e. *The Customer and/or User is obliged to immediately report to Helvetia the loss or disclosure of a proof of authentication or a suspicion thereof and to block his/her own access by entering an incorrect personal password three consecutive times. A new password can be obtained from BVGonline Support.*
- f. *The Customer and the User ensure at their own cost that their computer systems are free from computer viruses, spyware and other malware.*

Transmission errors, technical defects and malfunctions, etc.

Helvetia's liability for the continuous, error-free and otherwise appropriate operation of and access to BVGonline, as well as any warranty, is hereby excluded – to the extent permitted by law. Helvetia assumes no liability for losses suffered by the Customer and/or his/her authorised Users or beneficiaries or other third parties as a result of transmission errors, technical defects and malfunctions, system overload, operational failures and downtime (incl. system-related maintenance work) or illegal interventions in the telecommunications infrastructure or networks – to the extent permitted by law.

Liability of the Customer and User

Both the Customer and the User bear joint and several liability for all the risks that arise from the use of BVGonline, from any possible disclosure of proof of authentication, the misuse of BVGonline by the User, the misuse of BVGonline by third parties when using the proof of authentication of the User and/or the violation of this agreement by the Customer or the User. The Customer and the User shall indemnify Helvetia in these cases, irrespective of their own fault. The Customer and User are also liable to third parties for losses that arise due to such misuse and violations.

Should gaps occur in the cover of a pension claim due to the Customer's and/or authorised representative's (incl. User's) contravention of the agreement resulting from a failure to provide information or from providing incomplete or incorrect information or declarations of intent or due to a violation of the duty to exercise due care or any other violation of this agreement, the Customer and User shall be fully, jointly and severally liable for the benefits to be provided and shall indemnify Helvetia. Helvetia may assert its claims against both the Customer and the User (joint and several obligation).

Fees

All fees and other costs (access to the network, etc.) are borne by the Customer. Helvetia will not charge Customers and Users any costs for the use of the services of BVGonline.

Blocking, restriction and adjustment and/or discontinuation of BVGonline

Helvetia shall block access to BVGonline for one or several of the Customer's Users on the express written orders of the Customer. In addition, Helvetia can itself block or restrict access to BVGonline for one or all Users at any time and it can restrict or interrupt the operation of BVGonline without any justification or payment of compensation. If the Customer or one of his/her authorised Users violates this User Agreement by e.g. deliberately entering incorrect personal details or allowing unauthorised persons access to BVGonline, access to BVGonline will be blocked. When possible, Helvetia shall give notice of interruptions of BVGonline for maintenance work on BVGonline.

Furthermore, Helvetia can expand, reduce or otherwise amend BVGonline at any time without justification or payment of compensation or suspend the operations of BVGonline in whole or in part.

Confidentiality

The Customer acknowledges that the data, even if they are encrypted, are transported over an open, publicly accessible network. Helvetia undertakes to use the mTAN telephone number registered as part of the proof of authentication process solely for the purpose of transmitting the SMS with the mTAN.

Online GTC and further legal disclosures, data protection provisions and user information

As part of the login process you and/or the User must accept Helvetia's online general terms and conditions ("GTC") which form part of this User Agreement by clicking the "I accept" box. At the bottom of our website www.bvgonline.ch you will find "Legal Information", "Data Protection" and "System Requirements", all of which form an integral part of this User Agreement.

Entry into force, term, changes and termination

This agreement is concluded for an indefinite period and enters into force upon acceptance. Helvetia can amend or terminate the present agreement at any time without justification or payment of compensation. Any amendment to the present agreement is deemed to be approved by the Customer and User unless communication to the contrary has been received within 30 days from the date of notification; the written or electronic notification to the Customer or User shall suffice; minor amendments enter into force upon notification. The Customer and the User can terminate the present BVGonline agreement in writing at any time without justification or payment of compensation. Termination on the part of the Customer or User becomes effective with the receipt of the notification of termination at the headquarters of Helvetia in Basel and the deactivation of the access options to BVGonline.

Place of jurisdiction and applicable law

This agreement is subject to Swiss law. The exclusive place of jurisdiction is Basel-Stadt. However, Helvetia has the right to take legal action against the Customer or User at his/her headquarters, office, place of domicile or place of residence.

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Place, date

.....
Signature of authorised user (e.g. employee, broker)

.....
Place, date

.....
Stamp/signature of authorised user's company (e.g. broker)

.....
Place, date

.....
First name/Surname (in capitals)

.....
Stamp/signature of company issuing power of attorney

In case of joint signature authority (second signature):

.....
Place, date

.....
First name/Surname (in capitals)

.....
Stamp/signature of company issuing power of attorney