



Information sheet on data privacy and  
legal protection for basic insurance

# **AXA Healthcare**

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# Information sheet on data privacy and legal protection for basic insurance

This information sheet contains information about the processing and transfer of data in connection with an application for insurance coverage, the conclusion of an insurance contract, and the processing and administration of the healthcare insurance provided by AXA Insurance Ltd (hereinafter referred to as "AXA"). The information sheet also provides information on the terms and conditions governing legal protection. By submitting the application for insurance coverage and concluding the insurance contract, the insured person agrees to the processing and transfer of their data as well as the conditions governing legal protection as outlined in this information sheet.

All personal data is processed in accordance with the applicable terms and conditions relating to data privacy.

## Part A General data processing

### A1 Types of data processed

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In the context of preparing and executing the contract, AXA obtains personal data from the insured person and from healthcare providers (in particular doctors and hospitals) or other third parties as follows:

- customer data (name, address, date of birth, gender, nationality, bank account details, etc.), stored in electronic customer files;
- application data (information on the insured risk and state of health, reports by experts, information on benefits and claims history from the previous insurer, etc.), stored in the policy files;
- contract data (contracting parties, contract term, termination options, insured risks and benefits, etc.), stored in contract administration systems such as physical policy files and electronic risk databases;
- payment data (dates of premium payments, amounts owed, reminders, credit balances, etc.), stored in debt collection databases;
- any benefit and claims data (notifications of loss, investigation reports, invoices, etc.), stored in physical claims files and electronic claims application systems;
- invoice data (provided by the insured person or the service provider).

### A2 Purpose of data processing

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- A2.1** AXA processes data derived from the contract documents and from executing the contract, and uses it for the following purposes in particular:
- conclusion, execution and administration of the contract;
  - determining and collecting the premium and other invoicing tasks;
  - risk assessment and investigation of a breach of disclosure obligation;
  - processing insurance claims;
  - re- and coinsurance;
  - preventing and detecting insurance fraud and the associated criminal proceedings;
  - determining, asserting and defending a legal entitlement, and defending against asserted claims;
  - fulfilling other specific legal and contractual obligations;

- statistical analyses and other actuarial activities, and
- developing new insurance markets and marketing.

- A2.2** The above may also apply to data that is disclosed to AXA through the optional service package (e.g. billing service for health insurance funds, switching service for basic insurance – see Part B below).

### A3 Data collections

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AXA maintains the following electronic and/or physical data collections:

- customer files;
- policy files/dossiers;
- risk database;
- debt collection database;
- claims administration system and/or dossiers, and
- data warehouse.

### A4 Transfer of data to third parties

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- A4.1** AXA may transfer the data necessary for the processing of the contract and of claims to third parties involved in the processing both in Switzerland and abroad, in particular
- AXA Group companies;
  - supplementary and basic health insurers;
  - pre-, post-, co- and reinsurers;
  - trusted medical experts, advisory doctors, claims adjusters, experts and other external specialists;
  - public authorities and
  - other third parties entrusted with the contract.

- A4.2** In order to check the benefits statements of foreign healthcare providers, AXA may transfer data to their representatives.

- A4.3** Insofar as is necessary for the processing of contracts and claims, data is transferred to other third parties, i.e. pledge holders, authorities, lawyers and external claims adjusters. Data may also be transferred to other liable third parties and their liability insurers for the purpose of enforcing recourse claims.

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- A4.4** Data may also be transferred for the purpose of detecting or preventing insurance fraud.
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- A4.5** Master data, basic contract data (excluding application, benefits and claims data) and the customer profiles generated may be processed by other companies in the AXA Group and their partner companies in Switzerland and the Principality of Liechtenstein for the provision of specific offers of their services or in order to streamline administrative processes. If you do not wish to receive any promotional material, please notify us at 0800 809 809 (AXA 24-hour phone).

## **A5** Obtaining data from third parties

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- A5.1** For the purpose of checking an application, investigating a breach of a disclosure obligation, or in the event of a claim, AXA may obtain the necessary data or inspect the files at
- healthcare providers (e.g. doctors, hospitals and other medical institutions);
  - public authorities (police and investigation authorities, motor vehicle registration offices, or similar offices);
  - social insurance providers (in particular disability (IV), health and accident insurers) and
  - private insurance institutions and other third parties.
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- A5.2** This applies independently of the conclusion of the relevant contract.
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- A5.3** If necessary, the insured person must authorize the parties mentioned in A5.1 to disclose the corresponding data. Reference is made in this regard to Art. 39 of the Federal Act on Insurance Contracts (ICA).
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- A5.4** The insured person shall release the healthcare providers (e.g. doctors, hospitals and other medical institutions) from their statutory and contractual confidentiality obligation in connection with the insurance application or in the event of a claim. These parties are then entitled to provide information and to grant access to the information.

## **A6** Outsourcing

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- A6.1** AXA may delegate (outsource) individual areas of its activities in connection with the execution of contracts and the processing of data.
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- A6.2** AXA may outsource the following areas in particular:
- IT (hosting, operations, and maintenance);
  - case management;
  - the handling of recourse cases in connection with accident coverage;
  - service procurement and
  - parts of the medical examiner service.

## **A7** Retention of data

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- A7.1** The data is kept in physical and/or electronic form.
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- A7.2** The data must be retained for at least 10 years after the contract has ended; claims data must be retained for at least 10 years after the claim has been settled.
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- A7.3** Retention and processing continue only for as long as and insofar as required under the statutory and contractual provisions and for the safeguarding of AXA's rights.
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- A7.4** AXA stores the personal and health data obtained to draw up a quotation or an application for a period of two years from the date of issue; this also applies in cases where the insurance is not taken out. It uses this data to improve its products and offerings, to issue the applicant with further customized product recommendations, and for the purposes of combating fraud. Application data, including health-related data, is deleted after two years.

## **A8** Right of access to data

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- A8.1** According to Art. 8 of the Federal Data Protection Act (DPA), the insured person is entitled to demand written information from AXA about the processing of the information about them.
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- A8.2** The request for information must be sent to AXA Insurance Ltd., Healthcare, P. O. Box 357, 8400 Winterthur.

## **A9** Revocation of consent

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- A9.1** The insured person may refuse consent to the processing of their data or may revoke such consent at any time.
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- A9.2** In the event of such refusal or revocation of consent, data processing by AXA is only permitted under the provisions of Art. 12 DPA. Insofar as this adversely affects the benefits from AXA, AXA bears no liability whatsoever.

## Part B

# Additional processing of data relating to use of the service package

### B1 Processing of data for the service package

In connection with the optional service package, data is processed and transferred specifically as follows:

- AXA collects all the data needed for the service from the insured person concerning the person and the basic health insurance;
- In the provision of its service, AXA may obtain data from basic health insurers and inspect their files, insofar as this is necessary;
- In connection with obtaining offers and taking out and terminating contracts for mandatory basic health insurance, AXA may transfer the necessary data relating to the insured person to basic health insurers;
- If AXA switches the basic health insurer on the insured person's behalf, AXA records all information about the new basic health insurer that is necessary for providing the service;
- In connection with its health insurance billing service, AXA collects all data relating to invoices sent to the insured person and transfers it to the mandatory health insurer, insofar as this is necessary and appropriate for the assertion the insured person's rights;
- Provision of the legal protection service for basic insurance may be transferred to another AXA Switzerland company or another third party;
- Without prejudice to the basic insurers, data that comes to the notice of AXA in the context of providing this service shall not be transferred to third parties. Other departments within AXA, in particular those responsible for the sale of supplementary health insurance products and for benefits statements, shall not have access to this data;
- AXA retains the data collected for as long as necessary for the proper performance of services;
- Insured persons using this AXA service consent to the necessary data processing.

### B2 Further provisions

In all other respects, the data is processed in connection with the service package as described under section A above.

## Part C

# Legal protection for basic insurance

As part of its service package, AXA provides the “legal protection service” free of charge as set out below. The legal protection service is not insurance cover, but a free service from AXA.

### C1 Entitlement to the service

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Individuals who have supplementary health insurance from AXA over and above their compulsory healthcare insurance and who have concluded a service package (hereinafter “insured person” or “insured persons”) are entitled to use the legal protection service for basic insurance from AXA-ARAG.

### C2 Legal protection service provider

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All legal protection services are currently provided by AXA-ARAG Legal Protection Ltd (hereinafter “AXA-ARAG”). AXA has concluded with AXA-ARAG a contract for the benefit of the insured persons. AXA reserves the right to provide the services itself – either in full or in part – at any time or to have the services provided – in full or in part – by a third party.

### C3 Benefits

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The legal protection service covers services aimed at safeguarding the legal interests of insured persons in disputes with current Swiss healthcare insurers (hereinafter “basic insurers”) governed by the Health Insurance Act (KVG) in connection with benefits under compulsory healthcare insurance or any prospective change in basic healthcare cover from one insurer to another.

The legal protection service covers services up to a maximum of CHF 20,000 per legal case but no more than CHF 40,000 per insured person and calendar year. Services will be provided exclusively in connection with disputes involving places of legal jurisdiction within Switzerland.

Within the framework of the legal protection service provided, legal services (provision of advice to the insured person and processing of the legal case) will be taken over by AXA-ARAG. If court or administrative proceedings before an ordinary Swiss court are necessary, the legal protection service encompasses compensation for the requisite attorney’s and court costs, including any inter partes costs. Decisions regarding whether proceedings are necessary are taken solely by AXA-ARAG.

If an insured person instructs an attorney or initiates proceedings without AXA-ARAG’s approval, entitlement to the reimbursement of costs lapses. Costs owed by a liable party or a liability insurer will not be covered. The legal protection service is provided for disputes encountered by the insured person during the period in which the legal protection service is in force (see section C5); a dispute at the time of a first-time breach of contract or violation of the law by the basic insurer is deemed as having validly occurred.

### C4 Obligations of the insured person

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Insured persons may notify AXA-ARAG of legal cases directly (0848 111 100). After a legal case has been reported, the insured person must provide AXA-ARAG with all the necessary information and powers of attorney. AXA-ARAG discusses the next steps with the insured person after having reviewed the legal situation. All negotiations for a valid settlement are led by AXA-ARAG. If the negotiations fail, AXA-ARAG will decide on the chances of success of legal proceedings, the necessity of consulting an attorney, and the next steps. Where necessary, AXA-ARAG selects a suitable attorney; the insured person commissions said attorney and releases him/her from his/her professional obligation to maintain confidentiality in respect of AXA-ARAG.

### C5 Start and end of legal protection service

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AXA will provide the legal protection service from the day on which the insured person concludes the service package for supplementary health insurance from AXA, but no earlier than October 1, 2018. If the service package is concluded at a later date, this date shall be the effective start date.

The legal protection service ends for the insured person when all of the insured person’s supplementary health insurance options with AXA are terminated or on the termination of the overall service package or legal protection service.

Since the legal protection service is a free service and not insurance cover, AXA may terminate the legal protection service for one or all insured persons at any time, without being required to state its reasons for doing so, subject to a notice period of 30 days to the end of each month.

### C6 No right of inspection on the part of AXA

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AXA has no right to inspect the legal cases and AXA-ARAG will only issue AXA with any information regarding legal cases with the express consent of the insured person. AXA cannot issue AXA-ARAG with any instructions regarding how to proceed with individual legal cases. AXA undertakes to ensure that AXA-ARAG is informed as to the contents of the data privacy information sheet.



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