

Terms of the website mygroupinsurance.vivium.be

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The current terms of use apply to the use of the website mygroupinsurance.vivium.be

Vivium is a brand of P&V Verzekeringen CV, an insurance company authorised by the National Bank of Belgium under code number 0058 with its registered office at Rue Royale/Koningsstraat 151, 1210 Brussels - Brussels Register of Companies.
0402.236.531

By accessing and using the website mygroupinsurance.vivium.be, the Internet user declares having read these terms of use and accepted them.

1. Adjustment and modification of the agreement

These terms of use apply during each session during which the Internet user visits the website mygroupinsurance.vivium.be.

P&V reserves the right to make changes to this agreement at any time.

The Internet user will be notified of any changes: in the event of modification of the agreement, the next time the user logs on he/she will be asked to accept these terms of use again.

2. Information on mygroupinsurance.vivium.be

P&V monitors the quality of this website, both the content and performance, as well as the user-friendliness. P&V will make every reasonable effort to display correct and up-to-date information on the website mygroupinsurance.vivium.be. Thus, P&V may at any time and

without prior notice to the Internet user modify the information on its website and, to this end, interrupt access to all or part of the mygroupinsurance.vivium.be.

The overviews, information and the calculation or simulation possibilities on mygroupinsurance.vivium.be are provided without guarantee and without any liability on the part of P&V or the other companies of the P&V Group, except in the event of gross or intentional negligence on their part. They are valid only on the date on which they are provided and P&V cannot guarantee their accuracy, absence of errors, completeness and/or timeliness.

The overviews, information and the calculation or simulation possibilities may never be considered as a promise, recommendation, advice or direct or personal inducement to take a certain action or to purchase insurance or to act on it. They merely constitute assessment elements expressed in general terms and which the Internet user must assess within the framework of his/her specific environment and current events. He/she therefore remains free in his/her decision of whether or not to use them and remains solely responsible for them.

The information on the website is subordinate to the information in the benefit statement, of which each new copy replaces the previous one. In the event of any discrepancy between the data shown in the application and that of the last available benefit statement, the benefit statement will always take precedence. The Internet user may not derive any rights from the data mentioned on the benefit statement.

3. Property rights and intellectual property rights

All property rights and intellectual property rights on the website and all elements of which it is composed, such as the programs (communication and security software), the applications and the instructions for use are the exclusive property of P&V.

Nothing in this agreement, nor any act consisting of downloading or copying software, information and/or any other right of P&V, in any way whatsoever, may be considered as a full or partial transfer of these intellectual property rights to a professional user or third party.

The user will refrain from violating the company's intellectual property rights in any way.

This agreement grants the user a mere personal and non-transferable right to use the application.

He/she may use the software, services and instruction manuals only for purposes allowed by virtue of this agreement.

The user is not allowed to reproduce, copy, translate, edit, decompile, recompile or otherwise change, distribute, publish, rent or loan the software, services and instruction manuals or make them available in any other way to third parties either entirely or partially, directly or indirectly, for free or for a certain fee.

4. Access options for mygroupinsurance.vivium.be

mygroupinsurance.vivium.be is accessible only to the Internet user who identifies himself/herself by means of the access options offered on the login page. In order to gain access to mygroupinsurance.vivium.be, the Internet user is invited to follow the login procedures. The Internet user may, at any time and via the website, correct certain clearly indicated contact details that have been passed on to P&V. The personal details may not be modified by the Internet user. They were provided to P&V by the (former) employer or are based on the database of the National Register. An Internet user who wishes to change these must therefore refer to these sources.

Access to mygroupinsurance.vivium.be is personal, confidential and reserved for the affiliate in a group insurance policy known to P&V Verzekeringen.

The Internet user is liable only for the use thereof and for keeping them confidential and undertakes not to pass them on to third parties. The Internet user's access options may be changed or revoked at any time by the Internet user. To the extent possible, P&V will make every effort to take this change or revocation into account as soon as possible. Until now, and except in the case of gross or intentional fault on the part of P&V, the Internet user is liable only for any direct or indirect damage that may arise for him/her, for P&V or for third parties as a result of any use or misuse made by him/her or by third parties through these means of access.

5. Liability for the use of mygroupinsurance.vivium.be

The user declares to be acquainted with the functioning and characteristics of the Internet and the risks related thereto.

The user explicitly declares to be aware of the fact that:

- the identification and authentication methods are strictly personal;
- if a third party were to gain possession of the user's identification and authentication methods, such third party may use these identification and authentication methods, without the company having any means of discovering it.

Therefore, the company is not obliged to check who used the allowed and applied identification and authentication methods.

The user is fully responsible for the direct or indirect consequences of improper use or any abuse of the application, either by the user or by third parties.

Therefore, the user undertakes:

- to keep his/her identification and authentication methods secret and to change them immediately in case of improper use or suspicion of improper use;
- to protect his/her private keys against loss, publication to third parties, change and unauthorised use.

- to inform the company immediately if there is a risk of abuse or improper use of the application and/or the identification or authentication methods (loss, theft, copy) and/or if such an abuse or improper use is detected;
- to provide his/her PC with the technical protection that is reasonably suitable in view of the current state of technology.

6. Duty of Information in connection with group insurance

With the website mygroupinsurance.vivium.be, Vivium complies with the legal obligation to make a benefit statement available at least once a year to the affiliates of the premium-paying group insurances.

When issuing each new benefit statement, P&V will notify the employee of it by e-mail. This is based on two e-mail addresses provided by P&V. For employees with a premium-paying group insurance with Vivium, every employer has the option to provide a (preferably) business e-mail address. The employee, for his/her part, may also provide P&V with an e-mail address of his/her own. This should preferably be his/her private e-mail address and be provided via the application mygroupinsurance.vivium.be. It is the employee's responsibility whether or not to do so, and it is also his/her responsibility to maintain this e-mail address.

7. Interruption of access to mygroupinsurance.vivium.be

To the extent possible, P&V is committed to keeping its website accessible 7 days a week and 24 hours a day. P&V does not undertake to provide continuous, uninterrupted and secure access to its website. P&V also reserves the right to interrupt access to its website at any time and without prior warning in the event of risk of abuse or fraud, to carry out maintenance work or to make improvements or changes to the website. P&V makes every effort to limit the duration of such interruptions and to inform Internet users of them. Without prejudice to the possibility of claiming compensation, P&V reserves the right to forbid access to all or part of the website mygroupinsurance.vivium.be for any Internet user for the following reasons: a breach of these terms of use, use of the website for unlawful purposes or purposes contrary to morality or a breach of the integrity, security or reputation of the website.

If the Internet user is part of a premium-paying group insurance policy introduced by his/her employer and he/she is still employed by this employer, he/she is legally entitled to an annual benefit statement. If the application mygroupinsurance.vivium.be, for whatever reason, cannot offer a benefit statement, the employee will report this incident to his/her employer. The employer will in turn provide the Internet user with his/her annual benefit statement.

8. Messages from Internet users

Unless expressly stated otherwise on the website, any message from the Internet user relating to the website must be sent to the following e-mail address: **info@vivium.be**. All messages containing data, questions, comments, ideas and suggestions sent to P&V by e-mail or any other means will be considered non-confidential, without prejudice to P&V's professional discretion and to the rights granted to Internet users, in particular by the legislation on privacy.

P&V will process the personal details for which it is responsible in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal details and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and with all applicable legislation and regulations concerning the protection of personal data.

9. Application of law and disputes

These terms of use are governed by Belgian law.

In case of a dispute in relation to the application or interpretation of the provisions of this agreement, only the tribunals and/or courts of Brussels will be competent to hear it.