

## 1. Why should I read these general conditions?

By installing and/or using the app and website of Vanbreda Health Care, and in the broader sense Vanbreda Risk & Benefits NV (hereafter Vanbreda), you declare having taken note of these general conditions and agreeing to them. These general conditions are legally binding. Read them completely and carefully before using our digital channels and accompanying services.

## 2. Can these general conditions change?

Vanbreda can change the content of these general conditions at any time. Therefore, it is important to read them regularly.

## 3. What are the basic principles for the use of Health Care Digital?

By means of the Vanbreda app and website you, as insured, can digitally manage the medical paperwork of you and your family in an easy way. We ask you to comply with the following conditions regarding the use of our digital channels.

### • Personal details:

#### ○ Without registration

You can use a limited number of functionalities of the Vanbreda app and website without digital registration. In that case, you need to enter your personal details with every new communication to Vanbreda and confirm their completeness and correctness.

#### ○ With registration

Do you want to use extended functionalities, or do you want to send and receive all your communication digitally, then you first must fully register through the app or website. In case of a change of your personal details, you must inform us immediately of this change. You can do so by editing the information in the app or website or by communicating this change to Vanbreda through one of the other available channels.

If you choose to register for the Vanbreda app, you furthermore agree with the additional general conditions Vanbreda account / identity (<https://www.vanbreda.be/en/general-terms-and-conditions-vanbreda-account-identity>). For this, we collaborate with OKTA ([www.okta.com/terms](http://www.okta.com/terms)).

#### ○ With registration of other co-insurants

Some insurances also include other members of your family as co-insurant(s) (e.g. hospitalisation insurance). In the Vanbreda app you can also register this (these) co-insurant(s), as indicated and accepted in your insurance policy. If this co-insurant is of age, he/she will receive a message of Vanbreda to inform him/her of this registration and to give you permission for this.

### • Digital communication

After you have registered, Vanbreda will provide you with your personal details through the app or at the e-mail address you gave during registration. It is your responsibility to consult your app and/or e-mail account regularly, to be informed in time of the information we sent to you, such as our premium notices or settlement notes of the medical expenses you submitted.

### • Security

As a user of the Vanbreda app and website you are responsible for all activities that take place via your user account and to secure the information that you receive from Vanbreda. When creating and securing your user account on the app, we advise you to use 'strong' passwords. Strong passwords are passwords containing at least eight characters and combining different numbers, small and capital letters and symbols a third person cannot make any sense of. It is your responsibility to keep your login details confidential. If you suspect that your user account might have been misused, you agree to inform us immediately about this by sending a mail to [security@vanbreda.be](mailto:security@vanbreda.be).

As a user, you ensure that the digital services of Vanbreda are only used on devices that are fitted with adequate security (operating system and software (patching) and virus scanner must be up-to-date).

### • Responsibility

You declare being of age when you are registering digitally yourself. You declare that all your personal details are complete and truthful, so we can identify you correctly. You declare not to do a registration for other people without their consent.

Vanbreda is not responsible when you use our digital channels and services in a way that breaks the law. In case we find unlawful use, Vanbreda is entitled to deactivate your user account.

#### 4. What can I use the Vanbreda app and website for?

The Vanbreda app and website make it easier to manage your medical paperwork with Vanbreda. There is, among others, a procedure to submit medical expenses to Vanbreda or to declare an admission to hospital. You can consult your available medical cards digitally in the app, that way you always have access to the accurate information. Via the Vanbreda app, you can also keep track of submitted declarations and medical expenses and consult the survey of your medical expenses that we already settled. To be informed accurately and in time of your next hospital admission or settlement, Vanbreda can send you push notifications via the app. Therefore, you need to grant a separate permission in the app. The available functionalities on the Vanbreda app and website may differ. You can find a complete list of the functionalities on our website [www.vanbreda-health.be](http://www.vanbreda-health.be).

#### 5. Do I have to keep the original documents?

You need to keep the master copy of the documents that you submit via the Vanbreda app and website for a period of one year and procure it to Vanbreda upon its request.

#### 6. Can I submit my medical expenses at different insurers?

By submitting the documents to us, you confirm to request the reimbursement of the submitted damage or medical expenses to Vanbreda solely. In case the costs are totally or partially reimbursed by another insurer or by another intervention, you are obliged to inform Vanbreda immediately about this. In that case, your right to reimbursement by Vanbreda will be limited to the part that is not reimbursed by another party.

#### 7. What is the additional AssurPharma service?

By digitally registering to the Vanbreda app or website you automatically get, in some cases, full and free access to the additional AssurPharma service. This enables you to let your pharmacist send your digital (BVAC) certificates of your pharmaceutical expenses directly to Vanbreda.

When you register via the Vanbreda app the digital barcodes of your personal AssurPharma card(s) are available in the app. When you register via the Health Care website you will receive your personal AssurPharma barcodes by e-mail.

Every time you purchase medication you have your personal AssurPharma barcode scanned by your pharmacist. That way, Vanbreda receives this information digitally and applies your policy conditions to calculate the intervention you are entitled to. You no longer need to provide us with the paper BVAC certificate you receive from your pharmacist.

#### 8. Into what bank account number compensation will be paid by the insurer?

Vanbreda will pay the compensation you are entitled to into the bank account number (IBAN) that is registered in the Vanbreda data base at the time of processing of this compensation.

#### 9. Into what bank account number medical expenses will be reimbursed?

Vanbreda will carry out the reimbursement you are entitled to into the bank account number (IBAN) that is registered in the Vanbreda data base at the time of processing of the expenses. This also applies for the reimbursement of medical expenses submitted for minors.

In case you are divorced we recommend using the app only when a joint bank account is used to submit medical expenses for the affiliated children and have these expenses reimbursed. If this is not possible or advisable, you can fill in the correct bank account number for the reimbursement via the contact form on our website [www.vanbreda-health.be](http://www.vanbreda-health.be). This number will be used after being stored in the data base of Vanbreda.

Under no circumstances Vanbreda can be held responsible for the financial flows within a family context, because this belongs to the private sphere of the (co)insurers.

#### 10. What happens with my personal and medical details?

The identification and payment details you fill in to register digitally, submit a notification of claim or medical expenses, declare a hospital admission or serious illness as well as the attachments you add are processed by Vanbreda within the context of the implementation of the insurance policy, the management of the insurance policies and the processing of the application and/or claim.

**Sometimes Vanbreda must process medical and/or confidential information of yours when implementing the insurance contract. By providing us with such medical and/or confidential information you explicitly give permission to Vanbreda to do so.**

When necessary for the implementation of the contract or when required by law, Vanbreda is allowed to pass on your personal details to third parties (insurers, experts, medical advisers, etc.) When a subcontractor or supplier processes your personal details, this always is done in a secure manner and only for the purpose of executing their specific assignment. Unless needed for the implementation of the insurance contract, your personal details are only processed within the European Economic Area. In case this would be changed, Vanbreda will inform you in advance about this.

More information about the privacy policy of Vanbreda, your rights (with regard to perusal, rectification, objection, etc.), retention periods and about other processing within the context of the proper functioning of Vanbreda can be found on [www.vanbreda.be/en/privacy](http://www.vanbreda.be/en/privacy).

**11. Is Vanbreda allowed to collect and use information about the use of the Vanbreda app and website?**

Vanbreda is using cookies that are linked to the Vanbreda website to analyse the use of the website and in view of continuous improvement. More information about the cookie policy of Vanbreda can be found in this [cookie policy](#).

To continuously improve the use and the available functionalities of the Vanbreda app, you can give permission to Vanbreda to safely share your temporary usage data and usage statistics. This does not concern nominative, personal or medical information, but only information arising from the use of the app.

**12. Is the Vanbreda app and website always available?**

Vanbreda is paying the utmost attention to the quality as well as the usability of the Vanbreda app and website. Vanbreda attempts to make the Vanbreda app and website accessible 7 days a week and 24 hours a day. It may occur that Vanbreda interrupts its services via the Vanbreda app and website completely or partially in order to adapt the functionalities of the Vanbreda app and website. Vanbreda does not offer any assurance about access, availability or response time. If needed for maintenance or in case of fraud Vanbreda might adapt or interrupt the services via the Vanbreda app and website. Of course, Vanbreda will attempt to limit the duration of an interruption as much as possible. In case of interruptions Vanbreda will not inform the user in advance about this.

**13. What is the responsibility of Vanbreda?**

Except in the case of gross negligence or intentional misconduct Vanbreda nor its employees are liable for direct or indirect damage (including loss of profit or loss of opportunities) that you might suffer by using the Vanbreda app or website or for the impossibility to use the app or website, irrespective of the reason.

**14. To whom belong the property rights of the Vanbreda app and website?**

All property rights related to the Vanbreda app and website and its content belong to Vanbreda. You only receive a non-exclusive user licence to use the Vanbreda app and website for the purpose for which they were made available.

Therefore, you are not allowed to copy, edit, publish, utilize or otherwise use anything from the Vanbreda app or website, unless it is explicitly permitted by these general conditions.

**15. Where can I turn to if I have questions or a complaint?**

In case you have a question or a problem, you can first turn to Vanbreda Risk & Benefits NV, Plantin en Moretuslei 297, 2140 Antwerp by means of this form or by sending a mail to [info@vanbreda.be](mailto:info@vanbreda.be). Complaints can also be filed to the insurance ombudsman (Ombudsman van verzekeringen – Ombudsman des Assurances, De Meeûssquare 35, 1000 Brussels, Tel. + 32 2 547 58 71 – Fax + 32 2 547 59 75 – [info@ombudsman.as](mailto:info@ombudsman.as) – [www.ombudsman.as](http://www.ombudsman.as)) or via the [online dispute resolution platform](#) of the European Union.

If you have questions or complaints with regard to the processing of your personal details, you can always contact our Data Protection Officer: Vanbreda Risk & Benefits, for the attention of Data Protection Officer, Plantin en Moretuslei 297, 2140 Antwerp or [dpo@vanbreda.be](mailto:dpo@vanbreda.be).

More information about legislation concerning the protection of personal data is available on the website of the Belgian data protection authority [www.dataprotectionauthority.be](http://www.dataprotectionauthority.be). You can also file a complaint to this authority.

**16. Competent court and applicable law**

Belgian law applies to this agreement on the use of the app and the website of Vanbreda. Solely the courts of Antwerp, department Antwerp, are competent to decide any dispute.

1. An admission to (one-day) hospital only is eligible for payment via Medi-Link if the admission is declared to us in time, if it is covered by the guarantee and if it takes place in a hospital that is associated with Medi-Link.
2. A scheduled admission to (one-day) hospital needs to be declared to us 15 days in advance. In case insufficient or unclear information is given when reporting the admission, additional information will be asked for. To be able to accept the admission in time, we must have this information at our disposal at the latest 7 days prior to the admission to (one-day) hospital. An emergency admission needs to be reported to us as soon as possible and will be given priority. If the emergency (one-day) admission results from an accident, this needs to be mentioned explicitly when reporting the admission. For if the (one-day) admission results from an accident, the insurant must provide Vanbreda with additional information about the accident and, if applicable, about the parties concerned, the official report, or other insurances.
3. If the (one-day) admission for which Medi-Link was activated is not accepted medically, the full amount that was paid to the hospital will be recovered from the insurant. In case the scheduled admission is changed or if it concerns another (one-day) admission than the scheduled admission this must be reported immediately and explicitly.
4. The decision regarding the use of Medi-Link for the admission is a once-only decision and shall apply only for the reported date of admission. The decision will be confirmed digitally or in writing to the insurant. The hospital will be informed in time. An exception to this once-only acceptance is the admission for childbirth: the probable date of delivery needs to be reported in time. The confirmation of the acceptance concerning the declared childbirth must be presented at the moment of admission to hospital.
5. In case of an accepted (one-day) admission all statutory invoiced costs by the hospital will be directly paid by Vanbreda to the hospital. The direct payment applies only for hospital admissions for which a statutory fixed day sum or staying costs are invoiced and for which there is a statutory reimbursement of the public health insurance fund (RIZIV-INAMI). If upon receipt of the hospital bill it is found that no statutory fixed day sum or staying costs were charged or that no statutory reimbursement was granted, the hospital will collect the payment directly from the insurant / patient.
6. Any exemption and costs that are not covered by the hospitalisation guarantee must be refunded to us within 30 days of receipt of the settlement note.
7. In some cases, the insurant needs to pay or refund an amount to Vanbreda. For instance, in case of a Medi-Link reclamation or in case of a request to pay the insurance premium when this premium is not paid by the employer. If the insurant needs to pay or refund an amount to Vanbreda, the applicable term of payment is 30 calendar days.

As long as the amount due is not paid by the insurant, Vanbreda has the possibility to freeze payments with regard to any submitted pre and post hospitalisation medical expenses related to that (one-day) hospitalisation and/or submitted medical expenses related to another (one-day) hospitalisation. As soon as we have received the balance payable the frozen payments will be released. However, Vanbreda reserves the right to take any outstanding balances payable into account. In that case, the applicable statutory interest can be charged.

In case of prolonged non-payment, Vanbreda has the possibility to also inform the employer of this and to block the Medi-Link cards of all family members. After 3 months of non-payment this blocking will be irrevocable.

8. These general conditions may be supplemented or amended at any time by Vanbreda. In the event of modifications of non-essential characteristics, the insurant will be informed in writing or otherwise. In the event of modifications of essential characteristics, notification shall be given within a reasonable period of time prior to their application. In case the insurant does not agree, he is entitled to communicate his refusal of further use of Medi-Link within 30 days of notification. This refusal applies for all family members and is irrevocable.
9. Although the Medi-Link service is offered collectively, an insurant that cannot declare himself in agreement with the above general conditions has the individual right of refusal. The insurant must inform Vanbreda in writing of his refusal to use Medi-Link. This notification must be done within 30 days after access to the Medi-Link service for which these general conditions apply. As a consequence, this refusal applies for all family members and is irrevocable.