

My HollandZorg Terms of Use

1 Definitions

In these Terms of Use the following terms are defined as follows:

Supplementary insurance

The agreement for non-life insurance concluded or to be concluded with Eno Aanvullende Verzekeringen NV. This non-life insurance covers a risk of a need for healthcare or other services, in addition to the cover provided by the public healthcare insurance.

Public healthcare insurance

The HollandZorg Public healthcare insurance concluded or to be concluded with Eno Zorgverzekeraar NV.

DigiD

DigiD as referred to in the DigiD Terms of Use. The DigiD Terms of Use can be found on www.digid.nl.

Terms of Use

These My HollandZorg Terms of Use.

My HollandZorg

Our supplementary service which you can use to access the information and services offered by us via a regular internet connection.

You

Whenever these Terms of Use refer to 'you', they refer to the insured party and the policyholder.

Policyholder

The person who has taken out supplementary insurance or public healthcare insurance with us. If this person takes out the supplementary insurance or public healthcare insurance for himself/herself, he/she is also the insured party.

Insured party

The party whose risk of requiring healthcare is covered by the public healthcare insurance or supplementary insurance and who is listed on the policy as the insured party.

We

Whenever these Terms of Use refer to 'we' or 'us', they refer to 'Eno Aanvullende Verzekeringen NV or Eno Zorgverzekeraar NV'.

2 Access to My HollandZorg

- 2.1 Access to My HollandZorg is possible via www.hollandzorg.com.
- 2.2 Logging into My HollandZorg is effected using your DigiD. The DigiD Terms of Use apply to the use of your DigiD. More information on obtaining a DigiD and the DigiD Terms of Use can be found at www.digid.nl.
- 2.3 Access to My HollandZorg is reserved for insured parties and policyholders. If your public healthcare insurance and supplementary insurance end, you retain access for one year after the last public healthcare insurance or supplementary insurance ended.
- 2.4 Contrary to 4.3, we have the right to refuse you access to My HollandZorg if there is a good reason to do so.

3 Terms of Use

- 3.1 You are only granted access to My HollandZorg if you accept the Terms of Use.
- 3.2 We have the right to change the Terms of Use later.
- 3.3 You must accept any changed Terms of Use to regain access to My HollandZorg.
- 3.4 Your acceptance of the Terms of Use is registered by us.
- 3.5 My HollandZorg and the Terms of Use do not form a part of the public healthcare insurance or supplementary insurance. In the case of a conflict between the Terms of Use and the public healthcare insurance or supplementary insurance policy conditions, the policy conditions always prevail.
- 3.6 Dutch law applies to the Terms of Use.

4 E-mail address

- 4.1 We use your e-mail address to report the appearance of new information on My HollandZorg.
- 4.2 We only use your e-mail address for other announcements and to communicate other information if you give us your explicit permission to do so.
- 4.3 If you do not want us to use your e-mail address any longer, please tell us this stating your reasons:
 - by writing to HollandZorg, Customer Services, Antwoordnummer 30, 7400 VB Deventer, The Netherlands;
 - by sending an e-mail to info@hollandzorg.com;
 - via My HollandZorg.

5 Reporting changes

- 5.1 Changes in your details and other announcements that we receive from you via your account on My HollandZorg are considered as originating from you. You are responsible for the correctness and completeness of the details provided by you via My HollandZorg.
- 5.2 If you send us a change or announcement via My HollandZorg, the burden of proof of sending lies with you.

6 Your obligations

- 6.1 You are yourself responsible for the suitability, security and the costs of the internet connection used by you and the hardware and software needed for this.

- 6.2 You are obliged to observe the requirements that are/can be stipulated in respect of fair use of My HollandZorg. This means that you must not use My HollandZorg for actions that are in conflict with the law, basic order, morality and the generally applicable standards for internet use.
- 6.3 You are obliged to report to us every incidence of misuse of My HollandZorg, any suspicion of misuse and any situation in which someone else has or is suspected of having your DigiD (user name and password) as soon as possible by calling our Customer Services on +31 (0)570) 687 123.

7 Availability of My HollandZorg

- 7.1 Although we make every effort to ensure the best possible availability of My HollandZorg, we do not guarantee the uninterrupted or unhindered availability of My HollandZorg.
- 7.2 We accept no responsibility whatsoever for any loss resulting from interrupted or incomplete availability of My HollandZorg.
- 7.3 We have the right to change or stop My HollandZorg without prior notice.

8 Data and information on My HollandZorg

- 8.1 Although we make every effort to ensure that the data and information on MyHollandZorg is up-to-date, we do not guarantee the correctness or completeness of the data and information on My HollandZorg. What you see is a snapshot in time. The information displayed here may change later.
- 8.2 The insured party can access the information that relates to him or her. This may include information on the health of the insured party.
- 8.3 The policyholder has access to the information that is/was required for concluding the public healthcare insurance or supplementary insurance for the persons insured by the policyholder.
- 8.4 We have taken reasonable organisational and technical measures to protect your information against unauthorised access and use.
- 8.5 The processing of your data is governed by the HollandZorg Privacy Regulations. This can be viewed and downloaded via www.hollandzorg.com.

9 Liability

- 9.1 We are not liable for any damage/loss flowing directly or indirectly from its use, including unauthorised use, the reduced availability of My HollandZorg or direct or indirect consequences of computer viruses.
- 9.2 We are not liable for damage/loss caused directly or indirectly by unauthorised use or misuse of your DigiD.
- 9.3 We are not liable for any damage/loss flowing directly or indirectly from the incorrectness or incompleteness of data and information on My HollandZorg that originates from third parties or that is the result of you using the services offered by these third parties. We have only included information from third parties or references to websites of third parties to inform you in a general sense.
- 9.4 The previous provisions of article 9 do not apply in the case of intent or gross negligence on our part.