

# General terms and conditions of use

## General terms and conditions of use

By accessing and using the DKV Belgium NV website, the user declares to have read the terms and conditions of use of DKV Belgium NV and to accept them.

These terms of use are subject to change at any time and we recommend that check back regularly.

Using this website implies you agree with these terms and conditions.

## 1. Definition and general access rules

The 'Website' means this website as published by DKV Belgium NV and all information and material contained on the Website.

The content of the website is subject to change.

## 2. Publisher

The publisher of this website is:

DKV Belgium N.V.

Loksumstraat 25

1000

Brussels

Belgium

R.P.R./R.P.M. 0414858607

The supervisory body is:

the Financial Services and Markets Authority (FSMA)

Congresstraat 12-14

1000 Brussels - Belgium

## 3. Website content and material

The information and material on this Website aim to provide advice, including but not limited to financial, accounting or legal advice.

DKV Belgium N.V. shall make reasonable endeavours to regularly check and update the information and material on this Website and to evaluate the reliability and fairness of their sources. The information and material posted on the Website is therefore subject to change. Nevertheless, DKV Belgium NV can not guarantee the accuracy, adequacy, completeness, timelessness or suitability for a particular purpose of the information and material contained or referred to on this Website or the reliability and integrity of their sources. DKV Belgium NV, its directors, employees and representatives shall not be liable, on any grounds whatsoever, contractually or otherwise, for any direct or indirect damage you may have suffered as a result of having access to, visiting or using this Website, except in the case of wilful misconduct or gross negligence on its part.

## 4. Intellectual property rights

The DKV group reserves all property rights and intellectual property rights on its website and on all elements of the website, in particular with regard to, but not limited to, the logo, brands, commercial names, the texts, the graphic design, visual codes, pictures, illustrations, layout and computer programs.

The user is granted a non-exclusive user licence on the DKV Belgium NV website. However, no ownership or intellectual property rights are transferred to the user. This license only gives the user the right to access the content of the DKV Belgium NV website, to consult it and make normal use of the services offered on the site, for his personal needs only.

In particular, the brands and logos on this website are the exclusive property of DKV Deutsche Krankenversicherung AG. Any use of these elements is prohibited without the express approval of DKV Belgium NV.

If permitted, the use of the logo must be in accordance with the legitimate interests of DKV Belgium NV. The logo must be used in its entirety, no element may be omitted or added. It should be used respecting the colours. The dimensions must remain within the same proportions.

DKV Belgium NV disclaims any responsibility stemming from the improper use of its trademarks or logo by a third party.

Any reproduction and/or reuse of all or a qualitatively or quantitatively substantial part of the content of the website of DKV Belgium NV, in any form or by any means, is strictly prohibited without the prior written consent of DKV Belgium NV. Repeated and systematic retrieval and/or reuse of non-substantial parts of the content of DKV Belgium NV's website, in any form and by any means whatsoever, is not permitted if it is contrary to normal use of the DKV Belgium NV website or if it causes unjustified damage to the legitimate interests of DKV Belgium NV.

## **5. Privacy**

Please note that DKV Belgium is responsible for the processing of personal data which were collected through this website.

## **6. Confidentiality**

All information or material sent to DKV Belgium NV via this Website will be handled in accordance with all legal and regulatory requirements.

## **7. Applicable law and jurisdiction**

Any dispute about the present terms of use or the website of DKV Belgium NV is governed by Belgian law.

Only the courts and tribunals of the district of Brussels have jurisdiction in the event of a dispute.

## **8. Autonomy and amendments**

If any of the provisions of these Terms and Conditions are considered to be unenforceable, the remaining provisions shall be unaffected and the unenforceable provision shall be replaced by the enforceable provision that is closest to the underlying intent of the unenforceable provision. This agreement will be part of all other agreements you have concluded or will conclude with DKV Belgium NV.

## **9. Technical conditions relating to online and offline communication by insurance intermediaries**

**Online communication includes everything related to the Internet, for example website, social media, e-mail. Offline communication includes printwork (posters, brochures).**

The DKV websites and parts thereof, such as texts and images of DKV products, may not be copied or imitated for online or offline communication WITHOUT permission from DKV.

The information stated regarding DKV products and services must be correct and up to date. The use of the DKV logo and the promotion of products for online and offline communication of an insurance intermediary must be reported to DKV. The insurance intermediary must visibly be the publisher of the website, promotion or advertising in question.

This can be achieved by clearly using an own logo and/or corporate identity. The final decision on the use of the DKV corporate identity and the DKV logo always lies with DKV.

If DKV does not agree with how the insurance intermediary has designed his logo and/or corporate identity, promotion or advertising, DKV shall inform the insurance intermediary of this.

Within 5 working days after this notification, the above mentioned online and/or offline communication must be adapted in accordance with DKV's instructions.

DKV will regularly check whether the insurance intermediary in question complies with the conditions laid down in this document.

### 9.1 Use of the DKV logo

The logo of the insurance intermediary must be more visible (larger) than that of DKV.

If the logo of DKV is used for:

Online communication

- The logo must be placed at the top right in a smaller format than that of the insurance intermediary.
- The logo should always be used with RGB values (3 colours - hexadecimal (.gif) or RGB (.jpeg).

Dark green		Light green	
R	9	R	152
G	87	G	169
B	81	B	42
Dark green		Light green	
#	095751	#	98A92A

- The logo should always be placed on a white background and not in an image. In case of a coloured background, a white recess (rectangle) will be placed behind the logo.

Offline communication

- The logo must be placed in a smaller format than that of the insurance intermediary.
- In quadri, the logo should always be used with CMYK values (4-colour printing).

Dark green		Light green	
C	100	C	45
M	0	M	0
Y	54	Y	100
K	69	K	24

- For exceptional black and white printing, only when the background is black, or very dark in colour: use of the logo in a white negative, preferably with a bridging line.
- In grey scale: only for documents that can only be printed in grey scale. For the rest, the same guidelines must be observed as for the logo in colour.
- The logo should be used with Pantone values (PMS) for the application of the logo on promotional material and when explicitly requested. For application on non-absorbent material > Pantone Coated. On material that is absorbent > Pantone Uncoated. The difference between the two is particularly visible in the light green colour.
- Treated paper/cardboard, plastic, plexi, nylon, acrylic, waterproof textile, lacquered materials, metal, ...

Dark green		Light green	
C	3302	C	377

- Untreated paper/cardboard/permeable textile

<b>Dark green</b>		<b>Light green</b>	
<b>U</b>	<b>3302</b>	<b>U</b>	<b>383</b>

- If the logo is used for large format printing, it is recommended to work with a graphic file of the .eps type. This guarantees a constant, qualitative reproduction without any loss of sharpness, nor unwanted colour shifts or disruptions (no pixel formation possible).

The ratio of the logo must always be respected. In addition, nothing may be omitted from the logo, it may NOT be included in combination with other words, and it may never be stretched nor contracted. Skewing, addition of effects, application of textures, etc. are also prohibited.

If the DKV logo is placed between other logos, the space between them must always be respected. They must not, in any way, be allowed to touch each other.

The logo should never be used as a watermark or in diluted colours.

### 9.2 Use of DKV brand name

In running texts on the website, the brand name DKV is always written in capitals and the DKV logo may not be used.

The name or DKV acronym may not appear in the url, nor in the meta-title and meta-description of the website.

### 9.3 Online promotion via search engines

The word usage 'DKV' is blocked in Google AdWords.

In the standard text ads, this means that the word 'DKV' should not be used for the Header and Visible URL.

There are exceptions for the Visible URL, i.e. the Exclusive DKV Agents have a DKV URL.

DKV may be used in the 'Advertising text' (Description line 1 & 2), although it must be specified that it concerns a 'DKV Insurance Intermediary'.

With Expanded Text ads, it is not allowed to use the word 'DKV' in Heading 1, Heading 2, Ultimate URL, Path 1 and Path 2.

For the Final URL, Path 1 and Path 2, there are exceptions, i.e. the Exclusive DKV Agents have a URL from DKV.

DKV may be used in the 'Advertising text' (Description), although it must be specified that it concerns a 'DKV Insurance Intermediary'.

Example:

Formatting in the Adwords tool

<a href="#">Op zoek naar een ziekteverzekering?</a>
<a href="http://www.kiesuwziekteverzekering.be/verzekeringen">www.kiesuwziekteverzekering.be/verzekeringen</a>
Makelaar xyz. Uw DKV Verzekeringstussenpersoon Kwaliteit & Flexibiliteit · + 50 Jaar Ervaring · 2 Miljoen Verzekerden Dekking: Hospitalisatie, Ambulante kosten, Tandzorg, Inkomensverlies, Zorgverzekering, Plan Horizon <a href="#">Hospitalisatie</a> <a href="#">Ambulante Kosten</a> <a href="#">Informatieaanvraag</a> <a href="#">Inkomensverlies</a>

Advertising on Google

[Op zoek naar een ziekteverzekering?](#)  
Ad [www.kiesuwziekteverzekering.be/verzekeringen](http://www.kiesuwziekteverzekering.be/verzekeringen)

Makelaar xyz. Uw DKV Verzekeringstussenpersoon  
Kwaliteit & Flexibiliteit · + 50 Jaar Ervaring · 2 Miljoen Verzekerden  
Dekking: Hospitalisatie, Ambulante kosten, Tandzorg, Inkomensverlies, Zorgverzekering, Plan Horizon  
[Hospitalisatie](#)      [Ambulante Kosten](#)  
[Informatieaanvraag](#)      [Inkomensverlies](#)

The use of (graphic) banners within SEA (Search Engine Advertising), in which DKV or a DKV product is promoted, requires DKV's permission at all times.

#### 9.4 Personalized link (PURL)

Definition: A PURL is a unique and personalised link in which the user has access to general product information, with a personal signature.

Instructions for use: These PURLs may be used on the insurance intermediary's own website, in the personal signature or in e-mails or newsletters sent to customers and prospects. These PURLs may NOT be used on social media such as Facebook, Twitter, LinkedIn, nor to create online publicity via displays/bannering, Google ad, Facebook, Twitter,...

DKV will take care of the layout of these banners

DKV Belgium NV may change these General Terms and Conditions at any time, with immediate effect and without prior notice.

*These T.I.C. have been translated in English in order to provide better information to the insured person. Only the French en Dutch versions have legal validity between the contracting parties.*