Terms and conditions for the use of the online customer area

Foreword
Groupe Mutuel Services SA, acting for its own account and for the companies and insurers represented by it (hereinafter “Groupe Mutuel”), with which you are insured, has made available the use of the online customer area. In principle, access to the online customer area is available to all Groupe Mutuel insured persons who have reached 18 years of age. However, Groupe Mutuel reserves the right to decide whether a person may conclude a contract. These Terms and Conditions of Use define the contractual terms governing the access to and use of the online customer area.

Groupe Mutuel does not charge any fees for using the online customer area. However, concluding an insurance contract via the online customer area is contractually binding for the client with regard to the relevant insurer or company.

1. Request for access and conclusion of the contract for the online customer area
a. To take out a contract, persons must be registered with Groupe Mutuel.

b. The account holder requests access to the online customer area by opening an account on the website.

c. Groupe Mutuel will review the request and, in case of agreement, will send a user name and password to allow the account holder to sign up.

d. Registration to means that the “online customer area” contract is concluded between the account holder and Groupe Mutuel.

e. If the account holder is also the recipient of the correspondence for other insured members (e.g. under-age children under his parental authority, spouse, registered partner and other adult family members or under-age members who are not under his parental authority), the rights arising from this contract will also extend to the contracts and data of those other insured members. In this regard, the user will confirm that, according to the roles assigned, he is authorised to perform actions for which he will be liable. If an insured person does not wish for his data to be available for perusal by the account holder, Groupe Mutuel needs to be notified so that the person in question receives a separate contract and access.

f. The account holder shall provide authentication to Groupe Mutuel using electronic keys, such as his username, password and token. The account holder acknowledges the authentication provisions included in the below “Terms and Conditions for Participation to the online customer area”.

g. The account holder accepts that information regarding his health, such as statements of benefits, are made available by Groupe Mutuel via a secure internet link. He is aware of the potential risk that this data may be intercepted and viewed by unauthorised third parties, without Groupe Mutuel being liable for this.

2. Terms and Conditions for Participation to the online customer area
The terms and conditions for participation govern the use of the online customer area by the account holder.

2.1 Provision of services
The services provided by Groupe Mutuel via the online customer area include the online viewing of contracts, premium invoices, account statements and statements of benefits, as well as sending healthcare provider invoices and any other future services. Groupe Mutuel reserves the right to modify at any time and without prior notice the services offered through the online customer area.

2.2 Access to the provision of services
a. The person who provides authentication to Groupe Mutuel by entering his username, password and electronic token may access the online customer area.

b. The person who provides authentication according to the above paragraph 2.2(a) will be considered by Groupe Mutuel as authorised to use the online customer area. Within the provision of services and without further verifying his authorisation, Groupe Mutuel will allow this person to submit requests for the policy numbers managed under the online contract and receive payment orders, notices, etc.

c. The account holder fully acknowledges all transactions processed via the online customer area using his authentication keys. In the same way, any instruction, payment order or notice sent to Groupe Mutuel through this channel will be considered to have been written and authorised by the insured member.

2.3 Follow-up
Groupe Mutuel sets the time frame for processing requests. It will verify the information pertaining to a request and reserves the right to refuse the latter in part or in full.

2.4 Due diligence of the account holder
a. The username, password and token shall be kept secret and protected against any malicious use by unauthorised persons. The account holder shall bear all the consequences resulting from malicious use of his authentication keys by unauthorised persons.

b. Where there is a reason to believe that unauthorised third parties have become aware of the password, the account holder must change it immediately and notify Groupe Mutuel.
2.5 Liability

a. The account holder is liable for technical access to the services provided by the online customer area. Groupe Mutuel assumes no responsibility neither for the IT provider nor for the IT material and software required for using the online customer area.

b. Groupe Mutuel assumes no responsibility for direct or indirect damages caused to the account holder due to transmission errors, technical defects, disruptions, breakdowns, network overload, suspensions or other technical errors.

c. By no means is Groupe Mutuel liable for direct and indirect damages, including loss of earnings or harm to reputation.

d. Groupe Mutuel is not liable for direct and indirect damages arising from non-compliance with the contractual obligations of the account holder.

e. Although Groupe Mutuel will take the necessary technical and organisational steps to secure the data made available to its insured members, insufficient security measures on the user’s terminal may result in unauthorised access to the insured member’s data. It cannot be ruled out that a third party may surreptitiously gain access to the user’s terminal during use of the online customer area. Therefore, Groupe Mutuel strongly recommends that insured members protect their terminals with the latest protection programmes and, on using WLAN, it is recommended to use a password. It is also advised to avoid using the online customer area via public WLANs. The final device (computer, mobile phone, etc.) and/or the user’s network are part of the system. However, these are beyond the control of Groupe Mutuel and may become the weak point of the system. The account holder accepts the related risks. It is up to him to obtain accurate information regarding the necessary state-of-the-art security features and to take the appropriate protection measures. After a specific period of inactivity on the online customer area, the current session will close automatically for security reasons and the user will be required to open a new session.

f. The account holder can send medical invoices via the online customer area to obtain reimbursement. However, he remains liable for their transferral and must keep all original invoices as he may be requested to submit them to Groupe Mutuel.

g. The online customer area may contain links to websites in the World Wide Web, which are not maintained by Groupe Mutuel and not related to Groupe Mutuel (hereafter “third-party websites”). Using such links is at the user’s own risk. Groupe Mutuel is neither competent nor liable for the monitoring or assessment of the content of third-party websites. The content of these websites does not reflect the opinion of Groupe Mutuel. Furthermore, Groupe Mutuel is in no way liable for the content of third-party websites, in particular their accuracy and comprehensiveness.

h. Despite significant importance attached by Groupe Mutuel to the accuracy of information available in the online customer area, it is not liable for the accuracy and comprehensiveness of the data transferred and made available. To the extent permitted by law, Groupe Mutuel assumes no liability for the accuracy, comprehensiveness, appropriateness and timeliness of the information which can be viewed in the online customer area. Groupe Mutuel assumes no liability for the actions undertaken or omitted because of the information available in the online customer area. The only deciding factors for the insurance relationship (in particular the obligation to provide benefits) are the insurance contract or policy and the existing terms and conditions.

i. When becoming aware of a security risk, Groupe Mutuel reserves the right to suspend the online customer area at all times and without prior notice. Groupe Mutuel does not accept liability for any resulting damages.

j. By registering to the online customer area, the account holder waives the right to receive postal mail from Groupe Mutuel. He will assume responsibility for checking the online customer area and for making payments to Groupe Mutuel within the prescribed deadlines and using a bank or postal account method for electronic payments or direct debit. The account holder is made aware that Groupe Mutuel will not send any notifications by post, except for notifications which cannot be sent electronically, and that he is responsible for checking the documents made available in the online customer area, such as insurance contracts or policies, existing terms and conditions of insurance, premium invoices, reminders and summons, statements of benefits, statements of account and any other document generated by Groupe Mutuel. However, if preferred, the account holder may choose to receive premium invoices and statements of benefits in paper format by activating this option in the online customer area.

2.6 Marketing and information

Groupe Mutuel reserves the right to advertise its own products and those of third parties in the online customer area.

2.7 Use of data

a. The user acknowledges that Java-Script, Java and other active components are used to operate the HTML/CSS customer area. In using the online customer area, cookies are installed on the user’s device memory to the extent that this is authorised by the user. If this is not the case, the online customer area may operate with limited features.

b. Cookies (small text files which contain an identification number) allow Groupe Mutuel to improve its customers services and to identify previous visitors to the website. Most Internet browsers are equipped with functions to deactivate the automatic receipt of cookies and delete cookies which have already been stored. If the account holder does not wish to receive cookies, he can adjust the settings on his the web browser so that incoming cookies are stored only with his confirmation or rejected overall. To improve browsing for the account holder, Groupe
Mutuel recommends that cookies be accepted rather than deleted. If cookies are blocked, some interactive functions of the website or other websites might not be fully available.

c. The account holder accepts that, for the purpose of optimising the online customer area and for statistical purposes, Groupe Mutuel may, during the use of the online customer area, provide, capture, process and use tracking data anonymously. Tracking data does not make it possible to identify the account holder and is only intended to collect general information on behaviour related to usage (e.g. frequency of use of the online customer area). This data forms the basis for anonymous statistical assessment and serves to improve the portal.

d. So that the account holder may receive offers according to his specific needs and in line with the market, the account holder agrees that Groupe Mutuel Services SA, acting for its own account and for the companies and insurers represented by it (hereinafter “Groupe Mutuel”), may capture and process data for this activity via the use of the online customer area (usage-related data) for advice and advertising purposes.

e. Furthermore, the account holder acknowledges that the Data Protection Statement of Groupe Mutuel and the Terms and Conditions of Use available on Groupe Mutuel’s main website http://www.groupeedemutuel.ch/content/gm/en/toolbar/termes_utilisation.html also apply to the online customer area, and form an integral part of these Terms and Conditions.

2.8 Blocking of accounts

a. The account holder may ask for his access to the online customer area to be blocked. However, payment orders already made will not be affected and will be processed. Groupe Mutuel sets the terms and conditions for the blocking of accounts.

b. Groupe Mutuel has the right to block the account holder’s access to the online customer area at any time, without giving any reason and without prior notice.

2.9 Amendment of the provisions

Groupe Mutuel reserves the right to amend these Terms and Conditions of Use at any time. If this is the case, the latter will be made available on the online customer area in lieu of the former terms and conditions, and will be deemed to have been accepted as from the first time the online customer area is used.

2.10 Termination

a. The account holder and Groupe Mutuel have the right to terminate this contract at any time, without notice. Termination must be notified to the other party in writing.

b. Groupe Mutuel has the right to terminate or to block access to the account at any time when the latter has not been used for over two years.

c. The non-use or cancellation of the application will not result in the termination of the customer area.

d. This contract will expire automatically either when the account holder loses all roles that were assigned to him, either upon notification of the termination of this contract by one of the parties, or on the date of the end of the insurance relationship on which the use of the online customer area is based.

e. The end of this contract does not put an end to the insurance relationship on which the use of the online customer area is based.

f. Following the end of the contractual relationship, the account holder will no longer be able to access the online customer area. Therefore, the account holder must ensure that he has downloaded in due time all necessary data from the online customer area. Once the contractual relationship has ended, all documents will be sent by Groupe Mutuel exclusively by post.

3. Other terms and conditions

3.1 Due diligence requirements of the client

Any change of address (postal or email), bank account number or of any other personal details, must be immediately entered by the account holder into the online customer area. Groupe Mutuel correspondence shall be duly sent to the residential or electronic address registered in the system. The account holder who downloads documents from the online customer area onto his own terminal shall ensure himself that his data is secure. Groupe Mutuel assumes no liability when a document leaves the systems of Groupe Mutuel.

3.2 Copyright and intellectual property

a. Information, applications and documents cannot be sent by the account holder to a third party nor be made available or disclosed in any other way.

b. Information, applications and documents available in the online customer area are protected by copyrights and other laws and agreements on intellectual property. The account holder shall comply with those rights.

c. Any use in any way of the information, applications, documents and brand names for purposes other than those intended by this contract, is forbidden except if authorised beforehand in writing by Groupe Mutuel.

d. Except for the rights of use granted expressly in this contract, no other rights are granted to the account holder with regard to insurers and companies represented by Groupe Mutuel Services SA, including with regard to the names of companies and insurers and intellectual property rights, such as patents, usage models or trademarks. Groupe Mutuel declines any obligation with regard to the granting of such rights.

e. If the account holder leaves ideas or suggestions in the online customer area, Groupe Mutuel has the right to use them, at no cost, for the development, improvement and sale of the products in its portfolio. All suggestions or ideas will become the property of Groupe Mutuel.
3.3 Obligations of the account holder
When using the online customer area, the account holder is not allowed to:

a. offend public decency in using the online customer area;

b. breach intellectual property rights and copyrights or other proprietary rights;

c. transmit any contents with viruses or so-called Trojan Horses or other programming which could damage software;

d. introduce, save or send hyperlinks or objects for which he does not have authorisation, particularly if these hyperlinks or objects infringe upon confidentiality rights or are illegal; or

e. distribute advertising or unsolicited emails (so-called «spam») or irrelevant warnings as to viruses or request persons to participate in gambling, snowball systems, chain letters, pyramid systems or any other similar actions.

Groupe Mutuel may block access to the online customer area at any time and for any reason, in particular if the user breaches its duties under these terms and conditions.

3.4 Specific provisions for the application
a. Anyone registered with Groupe Mutuel can download the Groupe Mutuel application.

b. If the account holder gains access to the application using telecommunications’ services, all data relevant to the communication (e.g. Internet Protocol address) or to the use (e.g. data regarding the beginning and duration of use) may be processed by the telecommunications’ services in accordance with their own terms and conditions of use.

3.5 Other provisions
The legal provisions and existing insurance terms and conditions also apply.

4. Applicable law and jurisdiction
This contract is governed by Swiss law. The place of performance and exclusive jurisdiction for disputes arising from this contract is Martigny. However, Groupe Mutuel reserves the right to appeal to the courts in the place of jurisdiction of the account holder or before any other relevant court or authorities.