

## Terms of use

### Helsana Health Consultation

#### 1. Acceptance of the terms of use and the privacy policy

By calling Helsana Health Consultation, you confirm that you accept these terms of use and our privacy policy (separate document, see section 7 below).

#### 2. Entitled persons

Helsana Health Consultation is a consultation service for health issues. It is available free of charge to all persons insured with Helsana Supplementary Insurances Ltd.

#### 3. Legal entity

Helsana Health Consultation is provided by Helsana Supplementary Insurances Ltd.

#### 4. Identification of the entitled persons

In order to identify you as an insured person when you call, we access the following data and information from the insurance relationship: first name and surname, gender, date of birth, insurance number, language, address, telephone number, e-mail address, preferred method of communication, insurance coverage, bank details and IBAN of the stored payment address. If necessary, other data may be accessed. The insured person is identified by telephone before the start of the consultation.

#### 5. Content of the consultation

##### 5.1 General

Helsana Health Consultation advisors answer all of your health-related questions. However, this information is of a general nature and does not constitute an assessment of your personal health situation. The information provided by our health advisors is in no way a substitute for a personal consultation, examination or diagnosis by a licensed doctor. However, it can support and complement the dialogue between doctor and patient in a useful way.

##### 5.2 Service does not constitute medical advice/consultation with a doctor

Health Consultation is not a medical service provider. Health Consultation advisors do not perform diagnostic and treatment activities. The following activities are excluded from Health Consultation: assessment and evaluation of symptoms in individual cases, estimation of the diagnosis or severity

of an illness in individual cases, intervention in treatment (e.g. determination of the next steps of treatment, suggested adjustment of the medication plan, recommendation on the continuation of a particular treatment). For these or similar questions, Health Consultation recommends consulting with the doctor or responsible therapist. Our medical advice service continues to be responsible for acute medical questions (see section 5.3).

##### 5.3 Referral of acute medical concerns

In case of acute medical concerns, please contact your doctor. If your conversation with one of our health advisors reveals that there is an acute medical concern, Helsana Health Consultation will connect you by phone to our telemedicine partner, Medi24, on request.

#### 6. Relationship of Health Consultation to the insurance business

##### 6.1 Health advisors have no access to information from the insurance business

Helsana Health Consultation is separate from the insurance business. Beyond the import of the data mentioned in section 4 above for identification purposes, Helsana Health Consultation advisors have no access to your data from the insurance business. If you would like your health history, as known to Helsana insurance, to be taken into account during the health consultation (e.g. previous illnesses, medications, treatment options initiated or completed, etc.), please tell us your health history during your health consultation. We will take the information you provide during the consultation into account in our response.

##### 6.2 The insurance business has no access to information from the health consultation

The separation of Helsana Health Consultation and the insurance business also applies in reverse. Employees of the Helsana insurance business do not have access to your data from Helsana Health Consultation. One exception is the information that a health consultation has taken place and when, but without information on the content of the consultation – this is to ensure seamless customer care.

##### 6.3 No cost approval

Please note that a recommendation from a Helsana Health Consultation advisor for a particular offer does not in any way ensure that the offer

will be paid for by the insurance company. The respective cost approval remains reserved.

If you would like to know whether a recommended offer will be paid for by the insurance company, this requires separate clarification with the Helsana insurance business. In this case, please contact the Customer Service department of the insurance business (tel. 0844 80 81 82) or ask our health advisors. They will be happy to tell you whom you can contact for cost approval.

## **7. Data protection provisions**

Please take note of our privacy policy at [Helsana.ch/data-protection](https://www.helsana.ch/data-protection) (privacy policy and data processing policy for Helsana Health Consultation from Helsana Supplementary Insurances Ltd).

## **8. Feedback**

We may contact you after you use the Health Consultation service to request your feedback about the service. The information you provide as part of the feedback process will only be processed for the purpose of quality assurance and to enhance the offer.

## **9. Disclaimer**

### **9.1 General**

Helsana Health Consultation advisors draw on an extensive knowledge base when providing their advice. All information comes from professional sources, taking into account the latest findings from scientific research and development. In addition, all Helsana health advisors have many years of professional experience in the health sector. The information provided to you during your health consultation is therefore compiled with the greatest care.

However, Helsana makes no representations, warranties or guarantees whatsoever in connection with Helsana Health Consultation, in particular that the information, recommendations, suggestions or proposals will lead to a particular successful outcome. Except in cases of gross negligence or unlawful intent, Helsana's liability for any damages is excluded in full.

### **9.2 In the event of damage due to failure to take into account the health history**

Helsana Health Consultation advisors do not have access to your health data from the insurance business. If damage results from a Helsana health consultation because your health history from the insurance business was not taken into account during the health consultation (e.g. previous illnesses, medication, treatment options initiated or completed, etc.), Helsana assumes no liability for this.

### **9.3 In the event of damage due to services provided by third parties**

If you make use of a service provided by a third party that has been recommended to you by Helsana Health Consultation, the provisions of your contract with this third party or its terms and conditions will apply in the event of a claim. Helsana assumes no liability for damages resulting from services provided by recommended third parties.

## **10. Concluding provisions**

### **10.1 Severability clause**

Should one of these terms of use be or become void or ineffective, the other terms of use shall not be affected. In the event of the invalidity or ineffectiveness of a provision, it shall be replaced by a provision which most closely approximates the economic sense and purpose of the invalid provision.

### **10.2 Applicable law and place of jurisdiction**

In the event of a legal dispute, Swiss law shall apply. The exclusive place of jurisdiction is the registered office of Helsana Supplementary Insurances Ltd.

These terms of use were issued by Helsana Supplementary Insurances Ltd on 1 September 2020 and came into force on that date. Last update: 1 January 2021