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Terms of use for myHelsana

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1 Scope

The Helsana Group offers its insured persons and guest users (referred to collectively as "Users" in the following) various services on its myHelsana client portal and app. These terms of use set out the contractual agreements that exist between the User and Helsana when using myHelsana. By registering with myHelsana, the User recognises these terms of use.

2 Access authorisation

myHelsana is generally available to all persons insured with the Helsana Group (private customers) who are aged 18 years or over. Helsana also offers a restricted-function version of myHelsana that is available to all adults, whether they are insured with Helsana or not. Helsana is at liberty, however, to decide whether or not to enter into an agreement with a User. Customers do not have any legal entitlement to access myHelsana.

3 Means of access

Users access the portal via their provider's internet service.

To use myHelsana, the latest version of a commercially available web browser must be installed for the client portal, and Android/ iOS for the app. Otherwise, myHelsana may not function properly or at all. Helsana is unable to provide support for technical problems of any kind, such as concerning the User's end device or internet connection.

4 Registration and authentication

- a) Registration for all functions
Once registered, customers will receive an activation code by post. This code is used to activate myHelsana in the first instance. Customers who have already received the code by letter, e-mail or telephone can enter it during registration by following the instructions. Users must sign in for the first time using their username, password and mTAN (security code sent by SMS) to access their data. They can then carry out the passkey registration in the mobile app in order to be able to log in with FaceID or TouchID. If they do not carry out the passkey registration, they can continue to log in with their username, password and mTAN. Helsana deems anyone having identified themselves legitimately on the portal via their login data, as described above, as being authorised to access myHelsana and to use any of the services provided therein. In particular, the User is also entitled to amend data, submit applications, review documents uploaded to the portal and use the scanning feature to generate invoices and documents and send these to Helsana.

If there are justifiable doubts as to the identity of a registered user, Helsana may reject change requests, access to documents or any requests that have a legal impact on the user or may check the identity of the user again. If it becomes apparent that the identity of the individual submitting the request does not correspond to that of the user, Helsana may decline to process the request without the corresponding power of attorney.

- b) Registration for restricted use

To register for restricted use of myHelsana, all the User needs is an e-mail address and a password of their own choosing. Helsana policyholders have the option of switching from an account with restricted use to the full version with all functions at any time.

5 Costs

myHelsana is a free service.

6 User duty of care

It is the responsibility of each User to keep login data confidential and protect it from misuse by third parties.

Users are liable for any consequences arising from the unauthorised use of their authentication details.

If a user has reason to suspect that an unauthorised third party has obtained such details, the password must be changed immediately and, if necessary, a request to disable the account submitted to Helsana.

Users are obliged to check their myHelsana inbox regularly. It is their responsibility to ensure that invoices received via myHelsana are paid in good time using an appropriate online payment system or by CH-DD basic direct debit to a postal account or LSV+ direct debit to a bank account.

Amendments to home and/or e-mail addresses, bank details and other personal data must be entered in myHelsana by the User without delay. Correspondence from Helsana sent to the home or e-mail address stored on the system will be deemed duly served.

Once a customer has downloaded a document from myHelsana onto their own end device, they are then responsible for securing the data. Helsana cannot accept any responsibility for documents once they have left its systems.

By using the scanning feature, the User agrees to refrain from violating moral standards with their usage behaviour (e.g. photo uploads), infringing intellectual property rights or other proprietary rights, transmitting content with viruses (such as "Trojan horses" or other programs that could harm the software) or manipulating the functions or content of the scan function or entered details.

Helsana reserves the right to assert indemnity claims for all losses or damage it incurs, and to initiate criminal proceedings against insured persons if necessary.

If these terms of use are violated, or if the product is misused, Helsana is entitled to block the account of the relevant insured person at any time and without giving reasons. Helsana shall decide what constitutes misuse at its sole discretion.

7 Correspondence

By agreeing to these terms of use, i.e. by activating their myHelsana account with full functions, customers authorise Helsana to dispatch all further correspondence, including invoices and policies, electronically. The above does not, however, apply to documents that, for legal or technical reasons, require dispatch via the ordinary postal system. Customers can also ask to receive benefit statements, premium invoices, policies and the tax statements by post.

8 Customers on the same insurance contract

Any adult person can register for myHelsana.

If the family contact person (who may be stated in the insurance application or subsequently) registers for the full version of myHelsana, by entering into this user agreement they agree to receive all correspondence from Helsana for all persons on the joint insurance contract electronically in future, i.e. including invoices and the policy. The above does not, however, apply to documents that, for legal or technical reasons, require dispatch via the ordinary postal system. The family contact person has access to the data of insured persons associated with them under this insurance contract, including highly sensitive personal data.

Regardless of whether the family contact person is registered, any adult may register for their own access to the full-function version of myHelsana as a member of the joint insurance contract. This has no effect on the means of communication agreed between Helsana and the family contact person. This will allow the customer to access and edit their own data. The customer also has access to data they already know for all insured persons under the same insurance contract (including name, address, telephone number, insurance products, insurance card), regardless of whether or not these persons are registered for myHelsana. This does not apply to highly sensitive personal data.

Revocation is possible at any time and may be notified to Customer Service in writing. Revocation will result in contract separation into an individual contract.

9 Note on security

myHelsana is accessed via the internet.

Even if the security precautions on the User's end device reflect the state of the art of science and technology, a 100% guarantee of security cannot be given. Helsana therefore draws Users' attention to the following primary risks when using the myHelsana portal:

Inadequate security precautions on the User's end device can make it easier for a third party to gain unauthorised access to customer data. It cannot be ruled out that a third party will gain access to an end device surreptitiously while the customer is actually using it. For this reason, the Helsana Group urgently advises Users to equip their systems with a current firewall solution and to protect Wi-Fi networks with passwords. Helsana urges its customers not to access myHelsana via public Wi-Fi networks.

Information and data are exchanged between Helsana and its Users via an open network that is accessible by anyone. Although data transfers between Helsana and the User are encrypted, certain details of the connection (sender and recipient addresses) are not, and this may give rise to the inference that a business relationship exists between the User and Helsana.

Helsana has no influence over whether or how a User's internet provider will analyse data traffic. It is possible for a third party to ascertain when and with whom the customer has been in contact.

For security reasons, a session time-out is installed that will automatically log the user out of myHelsana after a certain period of inactivity, whereupon they will need to sign in again to use the facility.

10 Liability

Considerable care and attention are invested in the content of the myHelsana portal. Helsana cannot, however, accept any liability for the accuracy and completeness of the data and information it provides and exchanges. Helsana makes no warranty that access to the myHelsana portal will be error-free, that defects will be corrected, or that viruses or other harmful components will not be transmitted in connection with customers' use of the site. Helsana accepts no liability to the extent permitted by law. In particular, Helsana accepts no liability for direct or indirect loss or damage and consequential loss or damage, such as loss of profits, loss or damage as a result of data from downloads or reputational damage.

11 Data protection and data security

Helsana takes all reasonable technical and organisational precautions to prevent unauthorised access to user data and other unlawful data processing. The data and documents displayed on myHelsana are drawn from the relevant Helsana departments and systems and remain visible to the User for the duration of their online session.

The owner of the data transmitted to Helsana by the User using the scan function and the data controller is the Helsana Group insurer responsible for the respective insurance coverage. The scanned documents are processed in Helsana's core systems.

If you use the myHelsana client portal or other parts of our website, the website may temporarily store your data to ensure it is not lost during the session, e.g. if you reload the website. No cookies are used for this process. When you close your browser, the temporarily stored content is deleted.

For more information on data protection, please see helsana.ch/data-protection.

Any requests, claims or information related to data protection law as it concerns Helsana may be sent to Helsana's data protection advisor at the following contact address and must be accompanied by a copy of an official form of identification:

Helsana Insurance Company Ltd
Data Protection Advisor
PO Box
8081 Zurich
privacy@helsana.ch

Where Helsana falls within the scope of GDPR, Active Assets A2 GmbH is both its data protection advisor for the purposes of Article 37 GDPR and its representative for the purposes of Article 27 GDPR. Its contact details are as follows:

Active Assets A2 GmbH
Gottlieb-Daimler-Str. 5
78467 Constance
Germany
privacy@helsana.ch

12 Marketing and information

Helsana may use myHelsana to advertise its own products or those of partners and place links to partner websites.

13 Disabling access

Helsana reserves the right to disable access to myHelsana in the interest of the User and to protect customer data if any security risk whatsoever is detected.

14 Analysing user activity

Helsana collects, processes and analyses tracking data in conjunction with the use of myHelsana for optimisation and statistical purposes. This tracking data cannot be traced to any individual user; it merely provides information on general user behaviour. In other words, these are anonymous evaluations to improve myHelsana. This data helps Helsana to optimise its website and make it more customer friendly. Cookies (small text files containing an ID number) allow Helsana to enhance the service it provides to its customers and recognise returning website visitors.

Where Helsana falls within the scope of GDPR it relies on its legitimate interests to operate and successfully improve myHelsana.

Most browsers have a function that allows Users to prevent cookies from being accepted automatically and to delete cookies already stored on the system. If the User does not want cookies to be stored on their device, they can change the browser settings so that cookies must either be approved before being stored or automatically refused. For ease of navigation, Helsana recommends that Users accept cookies and do not delete them. Disabling cookies can hinder the use of interactive functions on this and other websites.

Tracking is only carried out in myHelsana with users' consent. In the myHelsana web application, this consent is given using the aforementioned cookies via the cookie banner. Consent must be given in the mobile applications (iOS and Android) for each device and each time an app is installed. No personalised tracking or profiling is carried out in myHelsana. Once consent has been given, events will be triggered and modelled in Adobe Analytics as an anonymous user flow. This is done in order to obtain information on process interruptions by users, i.e. which pages and bounce rates need to be improved. Adobe Analytics is a product offered by Adobe Systems Software Ireland Limited, 6 Riverwalk, Naas Road, Dublin 24, Ireland, www.adobe.com.

Users can object to tracking in the myHelsana web application at any time by rejecting the cookies.

Tracking in the mobile applications (iOS and Android) can also be objected to at any time in the operating system (iOS) or app (Android) settings.

15 Functions on myHelsana

Which functions are available on myHelsana depends on the User role and the insurance contracts concluded with Helsana. This can mean that not all functions will be available in some cases. In addition, Helsana reserves the right to modify, extend or discontinue the functions on myHelsana at any time.

16 Features

16.1 Digital insurance card

myHelsana users who have registered for all features can access their digital insurance card using the "Display insurance card" feature. This feature is available in the app regardless of whether users are logged in or not and is activated by default. The identity check and, as a result, saving the card in offline mode is ensured via the device and not by Helsana. Users can deactivate the feature to display the card when they are not logged in at any time in the app settings. Deactivation deletes the version of the insurance card that is saved locally on the user's device. You can also add your insurance card to your digital Apple or Google Wallet. The Terms of Use of the relevant third-party provider apply to the wallet.

16.2 Self-managed data area / data sharing

myHelsana customers registered for all features have the option of sharing certain myHelsana data with third parties in order to use their services.

a) One-time data sharing with other people – via SMS, e-mail, social media and other apps

Data displayed in myHelsana can be shared if myHelsana makes this feature visibly available. This applies to PDF documents that are made available to you in myHelsana or generated using lists.

Example: medication data is accessed by the customer in the app and displayed as a list. Clicking the share symbol creates a PDF file, showing the displayed list. The customer can share this via e-mail, WhatsApp, or similar programmes, using the iOS or Android tools.

b) Voluntary creation of the self-managed data area for the purpose of sharing data with a partner service

Some third parties offer attractive digital services, and connecting to these offers significant added value for myHelsana customers. These services rely on customers voluntarily providing them with some of their personal data.

myHelsana provides customers with the self-managed data area for the use of these third parties' digital services. Customers can request their own data – in terms of a request for information – in this data area, and independently decide with which third parties the data should be shared until they object to such sharing. Helsana cannot see the data in the self-managed data area. Helsana merely provides the interface to the third-party services. Customers must activate the sharing of data with the service partner in order to use the services in question. If the policyholder does not activate the sharing of data, no data will be shared with the partner services.

Once myHelsana customers have set up their self-managed data area, they can also put a stop to the transmission of data at any time in the myHelsana settings.

If they need support, explicit permission is requested for Helsana employees, to allow them to temporarily access the data in "My Data" exclusively for the purpose of resolving a technical issue.

17 Amendments to the terms of use and changes to myHelsana

Helsana is entitled to amend these terms of use at any time. Advance notice of any such changes will be communicated in an appropriate manner. The latest version always applies. The User must agree to this to continue using myHelsana.

18 Termination of the user agreement

Either party has the right to withdraw from the user agreement at any time without citing reasons and without observing a notice period. Cancelling the contract will result in access to myHelsana being disabled immediately.

In any case, the user agreement for the full version of myHelsana is terminated automatically twelve months after the end of the contractual relationship with Helsana. In the interim, customers will receive all documents by post.

19 Applicable law and place of jurisdiction

These provisions or the contractual relationship between Helsana and the users of myHelsana are subject to Swiss law. The place of jurisdiction is the registered office of Helsana Insurance Company Ltd.

20 Supplementary provisions

In addition to these terms of use, the use of myHelsana is subject to the Privacy Policy and the legal information on the Helsana website.