

# CSS Health Coach Terms of Use

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## 1 Acceptance of the Terms of Use

The present Terms of Use govern the use of the 'Health Coach' service provided by CSS Kranken-Versicherung AG, Tribschenstrasse 21, 6005 Luzern (hereinafter referred to as CSS). By contacting the CSS Health Coaches by telephone, in writing, electronically (e.g. by email, css.ch or the active365 app) or in person, the Client confirms that they agree to be bound by these Terms of Use. These Terms of Use can be accessed and consulted at any time at [css.ch/health-coach](https://css.ch/health-coach). When contact is made via the active365 app, the terms and conditions of use of the active365 app – which the Client must agree to in advance and which can be accessed and viewed [here](#) – also simultaneously apply.

These Terms of Use are written in gender-neutral language.

## 2 Legal entity and eligibility

2.1 CSS Health Coaches answer personal questions on health and insurance cover. This service is provided by CSS. CSS may make the use of individual services conditional on the existence of an insurance relationship with CSS and/or CSS Versicherung AG.

2.2 Contacting a Health Coach does not in itself entitle a Client to use a service. CSS may decide to refuse services. It is not required to give reasons.

## 3 Services provided by CSS Health Coaches

### 3.1 Service content

a) Referral to offers and other sources of information  
CSS Health Coaches answer questions on health and insurance cover. Drawing on available, scientifically founded and valid sources, they provide information on offers or points of contact at CSS or other providers, specifically patient organisations and associations. CSS Health Coaches issue generally valid information without assessing the personal health of the Client. It is therefore no substitute for a personal consultation, examination or diagnosis by a recognised doctor. Depending on the situation, the information provided may be a useful addition to the dialogue between doctor and patient.

b) Coaching and counselling as additional services  
CSS Health Coaches offer more extensive coaching in the form of additional services relating to exercise, diet, resilience, sleep, and other mental health issues, with the aim of improving the Client's self-management (see also section 4.2 below). CSS Health Coaches support and encourage Clients through counselling on further health-related issues. Coaching and counselling may be offered by CSS as fee-based services. The actual costs are notified in advance by suitable means. At the discretion of CSS, the level of such costs may be set according to the insurance products (KVG or VVG) that the Client has taken out with CSS or CSS Versicherung AG.

### 3.2 No medical advice/consultation

CSS Health Coaches do not offer any medical services, neither do they conduct any diagnostic and/or treatment procedures. The following medical services and diagnostic and treatment procedures are explicitly not provided by CSS Health Coaches: evaluation and assessment of symptoms in an individual case, assessment of the diagnosis or severity of a condition in an individual case, or intervention in treatment (e.g. by determining the next stages of treatment, proposing changes to the drug regimen, or recommending that a particular treatment be continued). In these or similar cases, CSS Health Coaches

may refer to the doctor or therapist. In the case of acute health problems, subject to the provisions of any insurance model they may have, Clients should contact their doctor directly.

### 3.3 No commitment to provide cover

CSS Health Coaches do not issue commitments to provide cover.

## 4 Costs

### 4.1 Contact

First contact with the CSS Health Coaches is free. Contacting a Health Coach does not in itself entitle a Client to a free initial coaching session. CSS may decide to refuse services. It is not required to give reasons. Clients have the option of signing up for fee-based coaching sessions (also referred to as an 'additional service'), subject to the conditions set out in section 2 (Legal entity and eligibility).

### 4.2 Coaching (additional service)

a) CSS offers fee-based coaching sessions (additional services). These are coaching sessions focusing in particular on the diet, exercise, resilience and sleep aspects of health, as well as other mental health issues. This list is not exhaustive. Please refer to the valid, updated range of offers that can be accessed at [css.ch/health-coach](https://css.ch/health-coach) (without any claim to completeness). CSS may extend, restrict, suspend or cancel the additional services at any time at its discretion.

b) Persons in an insurance relationship with CSS and/or CSS Versicherung AG benefit from a free initial coaching session.

c) The contract for the coaching-session is established by mutual consent. CSS may refuse to enter into a contract for fee-based coaching without stating its reasons for doing so.

d) The costs of coaching is based on the corresponding quote. If a contract for coaching has been concluded, the agreed terms of that contract also apply.

## 5 Payment

The invoice for a fee-based coaching session must be paid within 30 days of the billing date.

## 6 Appointments

6.1 Clients make an appointment for a coaching session by phone, by email, online via the appointment booking tool or via the active365 app.

6.2 If an appointment that has been agreed and confirmed cannot be kept, the Client must notify the Health Coach no later than 24 hours prior to the start of the appointment. If the Client cancels the appointment later than this 24-hour cutoff, they may be charged the cost of the coaching session. In the event of a dispute, it falls to the Client to prove that they cancelled the appointment in good time.

6.3 If it is impossible to conduct or proceed with the appointment for technical reasons or as a result of force majeure for which neither contracting party is obviously responsible, the coaching session is deemed to have not been held. The Client cannot be charged any costs in such cases. The Client is entitled to have the coaching session that was interrupted or not held conducted at a later date. The parties will agree a new appointment.

## 7 Term, form and termination

7.1 The term of the contract is based on the quote provided by CSS. CSS determines the time period in which the coaching sessions should ideally be held.

7.2 The sessions are usually held by telephone or video link. Clients agree with the CSS Health Coaches on the form in which their sessions will be held.

### 7.3 **Termination by a Client**

A Client may withdraw from and terminate the contract only in justified cases and for good cause. Good cause might be, for example, if a service provided by CSS can no longer be used for objective reasons, or if its use objectively clearly appears to be unreasonable. The Client must declare their withdrawal from the contract in writing, stating reasons. In the event of withdrawal for one of the reasons mentioned, the Client forfeits their right to the coaching sessions that have not yet been held. The payments for these coaching sessions will be reimbursed to the Client.

### 7.4 **Termination by CSS**

a) CSS also has the right to withdraw from and terminate the contract on the aforementioned grounds (see section 7.3). Payments for these coaching sessions that will no longer be held will be reimbursed to the Client. There is no entitlement to the coaching sessions that have not yet been held.

b) CSS may end the contractual relationship unilaterally on other grounds, specifically if it or the Health Coach regards continuing the relationship as inadvisable from a professional or personal perspective. The contractual relationship may also be dissolved unilaterally if the Client's behaviour is inappropriate or abusive.

## 8 **Changes to the service by CSS**

CSS reserves the right to amend the services, terms of use and offer conditions at any time without prior notice.

## 9 **Exclusion of liability**

### 9.1 **General**

CSS and the Health Coaches it employs explicitly accept no liability whatsoever for any and all damage or loss. Health Coaches have many years of professional experience and provide information to Clients with the greatest possible care, taking into account the latest findings from scientific research and development. Neither CSS nor the Health Coaches offer any form of assurance, guarantee or warranty of any kind in connection with the coaching services, in particular that information, recommendations, suggestions or motivation will lead to a specific outcome.

### 9.2 **Loss as a result of third-party services**

Should a Client use a service from a third party that was recommended to them by CSS Health Coaches, in the event of loss or damage the provisions of the contract between the Client and the third party, or the latter's general terms and conditions, apply. CSS accepts no liability whatsoever for damage or loss resulting from the use of services provided by recommended third parties.

## 10 **Data protection**

10.1 CSS processes your data to identify you as a person insured with CSS, to check whether you have any insurance cover that may be required to take advantage of the Health Coach offer and to ensure the quality of the service provided by the Health Coach and continue developing the offer. To do this, it uses data that it may already hold about you, such as: your first and last names, gender, date of birth, insurance number, language, address, phone number, email address, communication channel and insurance cover.

If use is made of the 1:1 Video Coach in the active365 app, the following data is processed and shared with CSS Kranken-Versicherung AG:

- Email address for contact with the CSS Health Coach (e.g. appointments, satisfaction survey)
- The user's first and last name (optional information) to enable the Coach to address them personally
- Coaching topic (optional information) to help assign the Coach and determine the focus of the video conferencing coaching sessions
- Phone number
- Language

If the user enters their email address or the optional information mentioned above when using the 1:1 Video Coach, CSS Kranken-Versicherung AG will become aware of the fact that the user is using the app. The user consents to this.

### 10.2 **Relationship between CSS Health Coaches and the insurance business**

The CSS Health Coaches may create notes of the conversation. These can only be accessed by employees of the CSS Health Coach section.

Employees of the insurance business have no access to the data stored by the CSS Health Coaches or to the content of telephone and video calls. The exception here is the information that a call took place, and when. This is to ensure continuity in client care.

The CSS Health Coaches have access to insurance business data, but not to medical data. If a CSS Health Coach needs to be aware of a Client's medical history (e.g. their medication, treatments completed or pre-existing conditions), the Client is required to provide this information at the coaching session. If they do not, this history cannot be considered.

10.3 For further information, please refer to the CSS data privacy policy, which can be accessed at [css.ch/data-protection](https://css.ch/data-protection).

## 11 **Feedback**

Having used our services, Clients will be contacted to give their feedback on the CSS Health Coach. Participation is voluntary. The data collected in this way is used to continue developing the offer and to ensure its quality.

## 12 **Final provisions**

### 12.1 **Severability clause**

Should one of the present Terms of Use be or become invalid or ineffective, the validity of the remaining Terms of Use will remain unaffected. The invalid or ineffective provision must be replaced by a provision that reflects the financial objective of the ineffective provision as closely as possible.

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

Swiss law applies in the event of any legal dispute. The sole place of jurisdiction is at the head office of CSS Kranken-Versicherung AG.

### 12.3 **Amendment of the Terms of Use**

CSS is entitled to amend the Terms of Use at any time without prior notice. The Terms of Use can be accessed in their currently valid form specifically at [css.ch/health-coach](https://css.ch/health-coach). The most recent version applies in each case.