



GENERAL TERMS AND CONDITIONS OF MEDICAL SERVICES AGREEMENT

These General Terms and Conditions of the Agreement determine the terms and conditions of performing agreement for medical services within a medical care package (“the Agreement”), concluded by POLMED S.A. with natural persons.

§ 1. General terms and conditions

Health services offered by the Service Provider within Medical Services aim to constitute a health care system provided against payment in the scope of health protection and other health services. The system of services offered by the Service Provider is not of personal insurance nature, within the meaning of the provisions of the Civil Code and special provisions on insurances, in particular the subject of the Agreement is not insuring the Patient’s health, and the Patient does not acquire the right to claim insurance service in any manner based on the Agreement.

§ 2. Definitions

Definitions used in these General Terms and Conditions of the Agreement shall have the following meaning:

1. **OWU** – the hereby General Terms and Conditions of the Agreement;
2. **Agreement** – the agreement for medical services within a medical care package, concluded by the Ordering Party and the Service Provider in a written form or with the use of Internet form available on website www.polmed.pl; the Agreement consists of:
 - a. document of the Agreement;
 - b. Attachment no. 1 – the OWU;
 - c. Attachment no. 2 – the Scope of Services within a Medical Care Package;
3. Furthermore, the **“Regulations of POLMED Website”**, available on <https://polmed.pl/regulamin/>, shall apply to the Agreement in the scope indicated therein. By concluding the Agreement, the Ordering Party declares that he/she has read the aforementioned documents and accepts the contents thereof. In case of discrepancies between the provisions included in the document of the Agreement, referred to in point a., and the provisions of any of the Attachments or other document referred to hereinabove, the provisions of the document of the Agreement shall prevail.
4. **Service Provider** – POLMED S.A. with registered office in Starogard Gdański (83-200), Os. Kopernika 21, entered into the register of entrepreneurs by the District Court Gdańsk-Północ VII Commercial Division of the National Court Register [KRS] under KRS no.: 0000271013, share capital PLN 869 870.00 fully paid up. The Service Provider is among others a “health care entity” within the meaning of art. 4, section 1, point 1 of the Act dated 15 April 2011 on Health care Institutions;
5. **Ordering Party** – a natural person, having full capacity to perform acts in law, entering into the Agreement for the benefit of persons indicated by the Ordering Party, including also for its own benefit, beyond the scope of its conducted business activity;
6. **Parties** – the Service Provider and the Ordering Party;

7. **Patient** – a natural person indicated by the Ordering Party entitled to obtain Services; the Ordering Party can also be the Patient;
8. **Medical Service** – medical service serving the purpose of prevention, maintaining, saving, regaining or improving health and other medical activities arising from treatment process or separate provisions regulating principles of their performing, consisting of a specified health procedure and reference tools of transformations, required to realise a given health care service. Medical Service, depending on its nature, can also be provided remotely with the use of means of distance communication (tele-medical service). Medical Service can also be of a non-medical nature;
9. **Medical Care Package (POM)** – the scope of Medical Services selected by the Ordering Party. The package consists of among others specialist consultations, diagnostic tests. Diagnostic tests are ordered by a physician of a network of the Service Provider and unless detailed provisions do not provide otherwise, are performed in connection with diagnostics, prevention and treatment of illnesses;
10. **Medical order** – order for diagnostic test, issued by a physician of a network of the Service Provider. An order must contain the following data provided in a legible manner: identification data of the patient (surname, name and Personal Identification Number [PESEL], possibly date of birth), data identifying the institution and a physician who issued a referral, name of the test that is in conformity or is equivalent with the nomenclature of international classification of medical procedures ICD-9, and – with the exception of laboratory tests – medical diagnosis and/or specification of the purpose for performing the test. Issuance of a Medical Order arises from determining a need, consistent with the principles of medical art, to perform a specific test, assessed based on medical examination and not upon the Patient's request;
11. **POLMED Medical Centre** – own institution of the Service Provider, listed on website www.polmed.pl;
12. **POLMED Medical Partner** – a health care entity, subcontractor of the Service Provider, permanently cooperating with the Service Provider during provision of Services, listed on website www.polmed.pl;
13. **Website** – a website of the Service Provider placed on the Internet under address www.polmed.pl;
14. **TCOP** – Patient Service Call Center of the Service Provider under telephone numbers 801 033 200 or 58 775 95 99;
15. **Medical Service Code** – a text message with a visit authorisation code, entitling to benefit from a consultation or diagnostics in an institution of POLMED Medical Partner, sent 24 hours prior to a visit.
16. The Consumer – the Consumer within the meaning of provisions of the Civil Code and The Consumer Rights Act.

§ 3. Conclusion, effectiveness of the Agreement and withdrawal from the Agreement

1. The conclusion of the Agreement takes place by signing the Agreement (i.e. in writing) or at a distance in a mode specified in the Regulations of POLMED Website. In case of any discrepancies between the provisions of the Agreement and the Regulations of POLMED Website, the provisions of the Regulations of POLMED Website shall prevail over the provisions of the Agreement.
2. Providing the Service Provider with the Patients' data, as third parties for the benefit of whom the conclusion of the Agreement takes place, by the Ordering Party shall require a consent of the Patients for the processing of their personal data by the Service Provider (with the exception of a person for and on behalf of whom the Ordering Party acts as a statutory representative). The Ordering Party shall ensure, within its own scope, the obtaining of the aforementioned consents of the Patients. In order to acquire a right to the services, each person indicated by the Ordering Party (with the exception of a person for and on behalf of whom the Ordering Party acts as a statutory representative) is obliged to confirm his/her data, the verification of which takes place via website www.polmed.pl.

3. The consequences of the Agreement (that is its entry into force) depend on the payment of due fee by the Ordering Party for the selected Package or Medical Care Packages indicated in the Agreement.
4. Upon the Agreement's entry into force and following the fulfilment of the conditions described in § 3, section 2 and 3, the Patient is entitled to obtain Medical Services covered with the selected Medical Care Package. The Patient is identified with the use of Personal Identification Number [PESEL], and in the absence of it, in another way that allows explicit identification of the Patient
5. The Consumer may withdraw from the Agreement concluded remotely by the Consumer (other than by signing the Agreement i.e. in writing) on the terms described in the Regulations of the POLMED Website.

§ 4. Services. Packages.

1. Medical Services are provided to the Patient pursuant to Medical Care Package selected by the Ordering Party for a given Patient and indicated in Attachment no. 2 to the Agreement.
2. The Service Provider undertakes to perform Medical Services with due diligence and consideration of the current state of medical knowledge, available methods, measures of preventing, diagnosing and treating illnesses with the use of specialist medical equipment, and with the observance of professional ethics and applicable provisions.
3. In relation to the Patients, the Service Provider is obliged to comply with obligations arising from the patient's rights, pursuant to applicable provisions, in particular pertaining to keeping medical documentation. At each request of the entitled person, the Service Provider is obliged to immediately provide medical documentation in a manner specified in the provisions of law.
4. The Service Provider undertakes to allow the Patients to use medical services available in POLMED Medical Centres which are not covered with the selected Medical Care Package at the Patient's cost, with a discount and under terms and conditions stipulated in Attachment no. 2 to the Agreement.
5. Services are firstly provided in POLMED Medical Centres after registering the Patient via TCOP, website polmed.pl or registration of POLMED Medical Centre. If performance of a Medical Service in POLMED Medical Centre is hindered or impossible (no possibility to perform Medical Service within the deadline stipulated by the Agreement, or there is no such Medical Service in the scope of the offered medical services), for the purpose of performing Medical Service, TCOP, website polmed.pl or registration of POLMED Medical Centre indicates a clinic of POLMED Medical Partner which currently provides given services. The Service Provider is entitled to change the list of POLMED Medical Centres or POLMED Medical Partners depending on a current situation.
6. As a result of registration, the Patient receives an appointment with a physician or for diagnostic tests at the earliest possible date. The Patient is provided with a day, hour and place of consultation or test.
7. For diagnostic tests and rehabilitation, the Patient must possess a Medical Order issued by a physician of POLMED Medical Centre or POLMED Medical Partner.
8. When required by circumstances, in particular in sudden accidents, the Patient is entitled to obtain Medical Service of an internist/general practitioner/paediatrician without delay.
9. A condition for providing Medical Service is the Patient's possessing, as of the day on which Medical Service is to be provided, a right to Medical Service based on the provisions of the Agreement.
10. While performing Medical Services, the Service Provider is entitled to use services of third parties without a necessity to obtain a consent of the Ordering Party or the Patient.
11. The Service Provider shall ensure that the persons performing Medical Service for its account have fulfilled all conditions for the performance of health services within given Medical Service, stipulated by the provisions of law, and shall also ensure that they represent the highest level of medical knowledge and professionalism. The Service Provider requires from such persons to hold relevant insurances which shall also cover all damages which may be caused to the Patients during performance of Medical Services.

12. The persons referred to in section 10 and 11 shall include in particular other entities conducting health care institutions.
13. The persons referred to hereinabove shall be obliged to keep secret all information obtained during performance of Services, pursuant to provisions of the Act dated 15 April 2011 on Health Care Institutions and the Act dated 6 November 2008 on the Patients' Rights and the Patient Ombudsman.
14. Via Medical Order, the Service Provider has a right to recommend that the Patient shall subject himself/herself to a consultation or examination by a physician of indicated specialisation or to perform other tests. If the Patient shall refuse to subject himself/herself to such consultation or examination, the Service Provider shall not be responsible for any consequences arising thereof.
15. In connection with providing Medical Services, the Service Provider is obliged to prepare and keep medical documentation of the Patients, referred to in art. 2, section 1, point 1 of the Act dated 15 April 2011 on Health Care Institutions and the provisions of the Act dated 6 November 2008 on the Patients' Rights and the Patient Ombudsman. The Patients shall be obliged to provide the Service Provider with all medical documentation necessary in order to provide them with proper care by the Service Provider as well as to allow the Service Provider to access documentation being in the other persons' possession and also entitles the Service Provider to apply for and obtain such medical documentation located in other health care entities. The Service Provider shall not be responsible for any consequences arising from refusal to provide indispensable medical documentation being in the possession of the Patient or third parties unless the Service Provider is at fault for such refusal.
16. The Service Provider guarantees to ensure protection of the Patient's rights stipulated in the Act dated 6 November 2008 on the Patient Rights and the Patient Ombudsman.

§ 5. Exclusions

1. In particular, the following services are subject to exclusion from Medical Services covered with each Medical Care Package unless Attachment no. 2 stipulates otherwise:
 - a) performing general anaesthesia,
 - b) services connected with abortion, diagnosing and treating infertility, any forms of artificial insemination, conducting diagnostics and tests connected with preparing to techniques of the aforementioned reproduction (ART.) and conducting such pregnancy together with examinations, conducting pathological pregnancy,
 - c) plastic surgery procedures, cosmetic surgeries,
 - d) treatment of AIDS and diseases connected with AIDS,
 - e) specialist medical treatment related to oncological diseases,
 - f) treatment of traumas and diseases which occurred in connection with military service,
 - g) services connected with transplantations and dialyses,
 - h) services consisting in ensuring medications and medical supplies which are not connected with medical service, financing optical glasses, frames or lenses,
 - i) treatment of direct consequences of using drugs, abusing alcohol, medications and other intoxicants, direct consequences of suicidal attempts,
 - j) psychological and psychiatric therapies and also therapies connected with treatment of addictions,
 - k) congenital defects and conditions connected therewith,
 - l) services which the Patient obtained from third parties and which were not previously ordered by the Service Provider, even if they are covered with the Package and justified by the Patient's state of health; in such situation the Patient shall not be entitled to claim reimbursement from the Service Provider of the costs incurred by him/her in connection with performing service by a third party,

- m) Services pertaining to pregnancy and childbirth during 9 months from the date of conclusion of the Agreement, with the exclusion of Agreements concluded for Pregnancy Medical Care Package.
2. The Service Provider reserves the right to a follow-up verification of the services performed as part of the Medical Care Package. In a situation in which contrary to the content of paragraph 1 above a given service was performed as part of a given Package, the Ordering Party will be charged with its cost, which he undertakes to pay.
 3. The above exclusions do not apply to situation when the obligation to perform a service which is subject to exclusion are imposed on the Service Provider by mandatory rules of the law.

§ 6. Fees

1. Medical care expressing itself in the right to obtain Medical Services covered with a selected Medical Care Package is payable. Fees shall be borne by the Ordering Party as a party of the Agreement.
2. The amount of fee depends on the scope of o Medical Services covered with determined Medical Care Package (or Packages) subject to section 5.
3. The Ordering Party shall make a one-off payment of fees, in advance, for Medical Care Packages indicated during conclusion of the Agreement with the stipulation that the Ordering Party may also conclude consumer (linked) credit agreement for financing given fee, with a lender cooperating with POLMED, allowing for actual payment in instalments.
4. The Service Provider offers the Patient a possibility to use, against payment, Medical Services which are not included in selected Medical Care Package, with granting a discount stipulated in Attachment no. 2 to the Agreement. The provisions of the Agreement shall not apply to Medical Services provided in this manner.
5. For using Medical Service within POM, in which the scope of granted services includes an additional payment made by the Patient (by amount or by percentage), the Patient or the Ordering Party is obliged to make payment via Website. For services ordered directly in POLMED Medical Centres, it is allowed to collect a fee from the Patient or the Ordering Party at the Receptions of these Centres.
6. In the event of termination of the Agreement due to reasons other than those attributable to the Ordering Party or the Patient, before the expiration of the period for which it was concluded, the Ordering Party is entitled to reimbursement of fee, calculated proportionally for each month of the duration of the Agreement remaining to the expiration of the period for which it was concluded.
7. In the event of effective withdrawal of the Ordering Party, pursuant to the provisions or the content of the consumer credit agreement, from the agreement of consumer credit which was taken for the purpose of paying the price in accordance with the Medical Care Package Agreement (linked credit), the Agreement shall be terminated, and POLMED shall reimburse the lender for the amount received from the lender decreased by the amount of performed Medical Services until the date of notifying POLMED by a relevant lender about the fact that the Ordering Party filed an effective declaration of withdrawal, whereas for the purpose of determining the price for which Medical Services were performed, the price for a given service which applied at the moment of its performing in an institution in which it was performed shall be assumed. In this respect, the Ordering Party is obliged to pay POLMED for performing Medical Services and the above-described decrease of the amount received from the lender shall constitute the payment.
8. In the situation described in section 7 above, the Ordering Party is obliged to inform POLMED about the fact that the Ordering Party filed a declaration of withdrawal on the same day on which such declaration was submitted to the lender and to cease using Medical Services financed in the manner described in section 7 above.

§ 7. Term of the Agreement

1. The Agreement is concluded for one year, which shall be understood as the period of full twelve calendar months indicated in the Agreement.
2. The Contract is concluded on the terms described in the Regulations of the Polmed Website after the Ordering Party has paid the due amount for its performance in accordance with its content (i.e. crediting the Polmed account with the payment amount). The Ordering Party and the Patients may use Medical Services starting on the first day of a calendar month following the month in which the Ordering Party paid full remuneration pursuant to the Agreement.
3. Each of the parties of the agreement can terminate the agreement with an immediate effect in situations directly indicated therein and also due to gross infringement of the provisions of the Agreement by the other party.
4. Gross infringement of the provisions of the agreement by the Ordering Party includes:
 - a) behaviour of the Ordering Party or the Patient which cause threat to the personnel of the Service Provider, POLMED Medical Partner or patients of these entities,
 - b) using offensive or vulgar language by the Ordering Party or the Patient towards the personnel of the Service Provider, POLMED Medical Partner or patients of these entities,
 - c) injuring reputation of the Service Provider by the Ordering Party or the Patient, including by false disrespectful publications or public negative comments regarding the Service Provider,
 - d) disruption of the functioning of institutions of the Service Provider or POLMED Medical Partner by the Ordering Party or the Patient, in particular by: multiple (at least twice during the term of the Agreement) cancellations of visits, failing to come to visits, being late for visits due to reasons attributable to the Ordering Party or the Patient.

§ 8. Responsibilities

1. The Service Provider shall not be responsible for refusal to perform Medical Service pertaining to health service which is not covered with Medical Care Package selected by the Ordering Party, if the Patient does not order the performance of this service against payment under terms and conditions offered by the Service Provider, and any consequences thereof. This provision does not pertain to services which the Service Provider is obliged to perform based on separate provisions.
2. The Service Provider bears liability under principles stipulated in applicable provisions of law.
3. The Service Provider declares that he joined compulsory third party liability insurance covering damages caused to the Patients during performance of Medical Services and guarantees to keep such insurance during the entire term of the Agreement.
4. The Agreement concluded by the Ordering Party for the benefit of the Patient is an agreement for providing services for the benefit of third party referred to in art. 393 of the Civil Code.

§ 9. Law and Disputes

1. The provisions of the Civil Code and the Regulations of POLMED Website available at <https://polmed.pl/regulamin/> shall apply to matters unregulated by the Agreement.
2. The parties shall attempt to amicably resolve disputes arising from the performance of the Agreement. If this shall not be possible, the court competent for resolution of a dispute shall be a common court according to general jurisdiction.

§ 10. Use of the services

1. Standards of availability (dates can change in situations beyond reasonable and economically justified control of POLMED):
 - access to internist/general practitioner/paediatrician – at the latest up to 24 working hours
 - access to a specialist – up to 5 working days
 - access to diagnostics (ultrasonography, X-ray, ECG) – up to 5 working days

- access to the remaining diagnostics (such as resonance, tomography, mammography, endoscopic examinations, EEG) – up to 15 working days
2. Manners of registering:
 - registration via helpline CONSIERGE (58 355 77 19)
 - registration via general helpline TCOP (58 775 95 99; 801 033 200)
 - via Patient's Portal available at website www.polmed.pl
 - personal registration at the reception of POLMED Medical Center
 3. The Service Provider provides the Patients with an access to examination results pursuant to the Regulations of POLMED Website.
 4. In the event of booking services realised at POLMED Medical Partners by TCOP, TCOP Consultant shall provide the Patient with Medical Service Code via SMS which shall be provided at POLMED Medical Partner during realisation of a visit for the purpose of providing POLMED Medical Partner with ordered scope of Services. POLMED selects a channel of communication via which the aforementioned code will be sent subject to the fact that the channel must be available for the Ordering Party or the Patient,
 5. In the event of booking laboratory and diagnostic tests and rehabilitation – the Patient, following receipt of Medical Order issued by a physician from a network of POLMED Medical Partners is obliged to send such Medical Order to the Service Provider via:
 - company website www.polmed.pl (via Patient's Portal)
 - E-mail messages to one of the addresses: telerezerwacja@polmed.pl, diagnostykakalaboratoryjna@polmed.pl; diagnostykaobrazowa@polmed.pl, rehabilitacja@polmed.pl, depending on a type of ordered examination.
 6. Medical orders from the scope of diagnostic imaging (CT, magnetic resonance) and rehabilitation are verified by a Medical Director of the Service Provider. The Medical Director may also verify the remaining medical orders/ referrals which are to be realised within POLMED medical package.
 7. Only the physicians of the following specialisations are authorised to issue Medical Orders for tests indicated below:

Medical Service (CT/MRI scan/rehabilitation)	Competent Ordering Doctor
Nervous system examination (brain and central / peripheral nervous system)	Neurologist, Neurosurgeon
Locomotor system examination (bones and muscles)	Orthopaedist
Internal organs examination	Lungs – Pulmonologist / Specialist in Internal Medicine
CT of the abdominal cavity	Gastroenterologist
Rehabilitation	Orthopaedist, Neurologist, Rheumatologist, Rehabilitation Specialist, Neurosurgeon
In case of sinus MRI scan order – we do not accept the order because the targeted examination is sinus CT scan	Laryngologist

8. Medical orders for laboratory and diagnostic tests and rehabilitation are valid for 3 months.

§ 11. Complaint procedure`

1. The Ordering Party or the Patient may file a complaint via filling the Complaint Form available on www.polmed.pl („make comment” tab <https://polmed.pl/opinia/>). Regardless of the above, the Ordering Party or the Patient can send a written complaint to the following address: POLMED S.A.,

Os. Kopernika 21, 83-200 Starogard Gdański, or to file it personally at any POLMED Medical Center.

2. The Ordering Party or the Patient is informed about a given stance via electronic way within 14 days from the date of receiving complaint by the Service Provider with a provision of justification of the decision.
3. Urgent complaints are considered immediately.
4. In the event of clarifying multifaceted matters requiring longer time to consider complex issues that are being complained about by the Ordering Party or the Patient, it is allowed to extend the deadline for considering the complaint, however, as a precaution, in any case, it is the period of 14 days since the date of submitting the complaint in which the Ordering Party will receive information about rejecting the complaint as of the moment of its providing and also the information that the complaint may be accepted at a later time. In each such case, the Ordering Party or the Patient shall receive formal justification of such actions.
5. In situations when the complaint concerns an issued ruling, certificate, opinion or in case when the Patient's complaint concerns services which required the Patient to continue medical treatment or diagnostics outside the Contractor's facilities, the Patient is obliged to submit relevant documents, including certified copies of medical records created outside the Contractor's facilities and regarding the circumstances of the complaint.
6. In situations when the content of the notification is imprecise or ambiguous, the person examining the complaint may ask the representative of the Ordering Party or the Employee to attach additional description of the event
7. In cases specified in point 6 and 7, the person examining the complaint calls for attaching the missing documents to the complaint. Failure to complete the documents or description of the event within the time limit indicated in point 4 above results in closure of the complaint procedure by rejecting the complaint.

§ 12. Final provisions

1. The Service Provider may introduce changes to OWU due to important reasons. Changes can be caused by changes in technological, legal, economic or organisational aspect of conducting activity of the Service Provider as well as changes of offers of the Service Provider.
2. All changes of OWU shall be communicated to the Ordering Parties via E-mail within at least 14 days prior to the date of their entry into force. In the event when the Ordering Party shall not express a willingness to terminate the Agreement by the date when the changes enter into force, the changes shall enter into force without a necessity of preparing an annex to the Agreement.
3. A change of the Regulations of POLMED Website shall take place under principles described in the Regulations.