

GENERAL TERMS AND CONDITIONS OF THE “CONTINUUM AND CONTINUUM +” SERVICE PROVISION NO. 1/2021

§ 1

GENERAL PROVISIONS

1. According to the present General Terms and Conditions of the Service Provision (hereinafter referred to as the “GTSP”), Medicover Sp. z o.o., with its registered office in Warsaw (hereinafter referred to as “Medicover”), concludes contracts (hereinafter referred to as the “Contracts”) with natural persons (hereinafter referred to as “Customers”).
2. The Contract may be concluded for a third party that is a natural person, on terms specified in the Contract.
3. Concluding the Contract shall be confirmed with a Certificate issued by Medicover.
4. In the case of concluding the Contract for a third party, the Customer shall be obliged to pay the Remuneration.
5. Matters not regulated herein shall be governed by provisions of the Civil Code and other provisions of the law generally binding on the territory of the Republic of Poland.

§ 2

DEFINITIONS

Terms used in this Contract shall have the following meaning:

1. **Medicover Centre** – Medical Facility belonging to Medicover Sp. z o.o. and/or Medical Facility being a part of the franchise network of Medicover Sp. z o.o., excluding Medicover Hospitals.
2. **Customer Service Centre** – telephone service, where the Customer can make an appointment (timing and location) for a medical service or obtain information regarding healthcare service provided.
3. **Certificate** – the document confirming conclusion of the Contract, including: personal data of the Customer and Entitled Persons, Start Date of the Entitlement, the term of the Contract and the Contract Scope, issued after Medicover records a correctly filled in Application to conclude the Contract and the First Remuneration.
4. **Illness** – health condition of the Entitled Person that, according to the current state of medical knowledge, requires treatment or diagnostics.
5. **Start Date of the Entitlement** – the date specified in the Certificate, on which the provision of medical services under the Contract starts. The Start date of the Entitlement shall be the first day of the month falling after the date of Medicover recording a correctly completed application and the Customer paying the Remuneration for the first Payment Period. In the case of applications registered during the last three working days of the particular month, the Start Date of the Entitlement shall be the first day of the second subsequent month after the month in which a correctly completed application was recorded and the Remuneration for the first Payment Period was paid.
6. **Contract Date** – date of Medicover sending the Certificate to the Customer.
7. **Children** – own or adopted children of the Main Entitled Person or a Partner, living in a common household with the Main Entitled Person, who have not reached 18 years of age upon signing the Application to conclude the Contract, specified in the Application to conclude the Contract.
8. **Hot Line Medicover** - 24 h phone service where the Entitled Person can obtain help in case of Accident or Sudden Illness, in accordance with the relevant Contract Scope.
9. **Customer** – a natural person concluding the Contract and obliged to pay the Remuneration on dates and on terms specified in the Contract.
10. **Sudden Illness** – a sudden and unintended medical condition occurring in the Contract term, directly threatening the life or health of the Entitled Person, requiring instant medical assistance and treatment.
11. **Accident** – sudden event that has occurred in the Contract term period, exclusively due to an external cause, due to which the Entitled Person, regardless of their will, has experienced bodily injury. The term “Accident” does not cover myocardial infarction, cerebral stroke or any other diseases, including sudden cases thereof. The Contract covers direct consequences of Accidents, i.e. consequences of an Accident subject to diagnostics and/or treatment must occur within 7 days of the date of the Accident.
12. **Area of benefits provision** – the area in which emergency service and home visits are provided. The information about the current area of benefits provision is available at: www.medicover.pl and at the Customer Service Centre phone number.
13. **Remuneration** – the amount due to Medicover from the Customer for the performance of the Contract.
14. **First Remuneration** – the amount due to Medicover from the Customer on account of the Contract launch. Its amount shall be calculated proportionally, depending on the Start Date of the Entitlement, for the period from the Start Date of the Entitlement to the end of the first Payment Period that results from the frequency of the Remuneration payment selected by the Customer in the Application.
15. **Payment Period** – the frequency of the Remuneration payment selected by the Customer in the Application to conclude the Contract.
16. **Partner** – a life partner of the Main Entitled Person, living in a common household with the Main Entitled Person (married spouse, common-law spouse), who has not reached 67 years of age upon signing the Application to conclude the Contract.
17. **Main Entitled Person** – a person, who upon signing the Application to conclude the Contract, has not reached 67 years of age, who is the Customer or a person specified by the Customer in the Application to conclude the Contract, to whom medical services are to be provided.
18. **Medical Facility** – an entity operating in accordance with applicable Polish law, authorised to provide healthcare benefits, such as a medical facility enterprise, a natural person practising a medical profession, i.e. a person who under separate provisions is authorised to provide healthcare benefits (including MDs, nurses and midwives working as an individual practice or an individual specialist practice) as well as a person who has acquired expert qualifications to provide healthcare benefits in a specific area or field of medicine, a group practice of MDs, or a group practice of nurses or midwives, where the Entitled Person may obtain a Medical Service.
19. **Medicover Medical Facility** – Medicover Centres and Medical Facilities with which Medicover Sp. z o.o. has concluded cooperation agreements, including Damian Medical

Centre. A current list of Medicover Medical Facilities and the range of Medical Services provided at these facilities is available at www.medicover.pl and at the Customer Service Centre phone number.

20. **Year during the term of the Contract** – 12 subsequent months, starting the Start Date of the Entitlement.
21. **Amateur sports** – undertaking sport activity solely for the purpose of maintenance and recovery of physical fitness, recreationally, as a form of active rest.
22. **Professional sports** – regular and/or intensive trainings together with participation in competitions or events, conditioning or training camps. Professional sports shall also be understood to mean undertaking sport activities as a member of sport clubs or sport associations and organisations, regardless of earning profit from the practiced sport discipline.
23. **Entitled Person** – the Main Entitled Person, and in the case of concluding a Family Contract – also the Partner or Children.
24. **Contract** – the contract concluded based on these GTSP.
25. **Family Contract** – the contract concluded to the benefit of the Main Entitled Person and the Partner and/or Children specified in the Application to conclude the Contract.
26. **Medical Service** – doctor’s examination, medical or diagnostic examination, telemedicine service, an outpatient, rehabilitation or inpatient procedure, necessary from the medical point of view, consistent with the Scope of the Contract selected, aimed at maintenance, restoration, or improvement of the health condition of the Entitled Person, including also health prevention.
27. **Telemedicine Service** – medical service provided remotely, using telecommunication lines.
28. **Application to conclude the Contract** – the proposal to conclude the Contract, submitted by the Customer to Medicover.
29. **Medical indications** – the occurrence of circumstances where the particular procedure carried out for diagnostic and treatment purposes is justified from the medical point of view, i.e. based on established medical knowledge including, in particular, guidelines and procedural standards. Medical indications may pertain to the performance of examinations, specialist consultations, prescribing medications, hospitalization, performing a surgery/procedure, issuing a certificate of incapacity for work, preventive treatment, they may also define the urgency of a given action and conditions for the service provision. Medical indications shall be verified by Medicover.
30. **Outpatient Procedures** – any diagnostics and treatment Medical Services specified in the Scope of the Contract, performed with medical indications, with local or infiltration anaesthesia (around the treated area), in the treatment room of the outpatient facility (outpatient clinic), performed on the basis of a referral issued by a Medicover Medical Facility doctor. The service shall not be included in the scope of Outpatient Procedures and will not be provided within this scope if, due to age or health condition of the Entitled Person, or a change of standards of the provision of services and medical procedure guidelines, it requires endotracheal intubation, laryngeal mask airway or any other type of anaesthesia requiring provision of respiratory tract patency and/or hospitalisation.
31. **Scope of the Contract** – medical services to which the Entitled Person is entitled under the Contract, specified in Appendix no. 1 to the GTSP.

§ 3

SUBJECT MATTER AND THE SCOPE OF THE CONTRACT

1. The performance of provisions of the Contract involves providing Medical Services to the Entitled Persons in Medicover Medical Facilities or via telecommunication lines during the term of the Contract, in accordance with the Scope of the Contract selected, and on terms specified in the GTSP, the performance of which proves necessary during the term of the Contract – provision of care services.
2. The Scope of the Contract is described in Appendix no. 1 to the GTSP.
3. The same Scope of the Contract applies to all Entitled Persons subject to one Family Contract.
4. Medicover reserves the right to change Medicover Medical Facilities in the course of Contract term, due to the following important reasons:
 - a) termination of a contract with a Medicover Medical Facility for reasons due to fault of this facility;
 - b) temporary discontinuation of activity, completely or in the range of some units or entities of a Medicover Medical Facility;
 - c) deletion of a Medicover Medical Facility from the relevant register; in whole or in part;
 - d) announcing or taking a decision on liquidation, reorganisation or bankruptcy on the part of a Medicover Medical Facility;
 - e) obtaining the status of a Medicover Medical Facility by a new medical facility, within the meaning of the GTSP.
5. A current list of Medicover Medical Facilities is available at www.medicover.pl and at the Customer Service Centre phone number.

§ 4

LIMITATION ON THE PERFORMANCE OF THE PROVISIONS OF THE CONTRACT

1. Medicover shall not be held liable (shall not provide Medical Services) if the Medical Service for the Entitled Person resulted from or was caused by:
 - a) HIV infection or AIDS;
 - b) diagnostics, treatment, procedure or surgery related to sex change;
 - c) treatment considered experimental from a medical point of view;
 - d) intended self-mutilation, suicide attempt or exposure to unnecessary risk (except for an attempt to save someone’s life);
 - e) remaining under influence of narcotic drugs or other intoxicants, or intoxication within the meaning of the Act of 26 October 1992 on upbringing in sobriety and counteracting alcoholism;
 - f) remaining under the influence of drugs that limit the ability to drive a motor vehicle or operate machines and appliances, provided that, in accordance with the

TERMINATION OF THE CONTRACT

- information made available by the drug's manufacturer, its consumption affects the ability to drive motor vehicles or operate machines and appliances;
- g) driving a mechanical vehicle or a different type of vehicle if the Entitled Person was not licensed to drive a given type of vehicle, or if the Entitled Person had his/her licence temporarily or permanently retained according to applicable law; also if a motor vehicle did not meet operational requirements resulting from separate provisions, i.e. if the vehicle was not licensed for road traffic and, in the case of vehicles subject to registration, if the vehicle did not have a valid MOT test certificate;
 - h) accident or disease caused by military service, and/or service in paramilitary forces, war, peace or stabilisation missions, acts of terror, or active participation by the Entitled Person in riots, demonstrations or acts of violence or during martial law, state of emergency or natural disaster;
 - i) undertaking amateur or professional extreme sport disciplines, i.e. sports related to a high probability of suffering an injury, requiring extraordinary physical and mental capacity as well as appropriate preparation, connected, in particular, with:
 - i. using aircraft (aeroplanes, balloons, gliders, paragliders),
 - ii. using a parachute or a paraglider, including those fitted with an engine,
 - iii. speleology and cave exploration,
 - iv. practising any martial arts,
 - v. diving using specialist equipment, rafting, surfing, windsurfing,
 - vi. car and motorcycle races,
 - vii. motor and water motorsports, water skiing and water scooter riding, quad riding,
 - viii. mountain bike riding, bobsleighing,
 - ix. rope jumping, bungee jumping, ski jumping,
 - x. mountain, rock and ice climbing, mountaineering,
 - xi. skiing and snowboarding except recreationally on marked ski runs,
 - xii. equestrian except recreational horse riding;
 - xiii. hunting,
 - xiv. long-distance running (over 10 km).

Under the present GTSP, the practice of extreme sports is also understood as one-time undertaking of such activity or participation in sports contests of the above-described nature.

- j) detoxification after using drugs or other intoxicating substances, tobacco, or alcohol;
 - k) epidemic announced or confirmed by the relevant state administration authorities;
 - l) diagnostics and treatment of infertility, in particular any forms of assisted reproduction (diagnostic tests performed to that end),
 - m) abortion (for extramedical reasons).
2. Medicover shall not cover the costs of purchase of drugs, prostheses, implants, stimulators, artificial pacemaker, valves, lenses, corrective devices (including purchase of corrective glasses and contact lenses), and other highly specialist medical materials.
 3. Due to the development of the medicine or a change of the standard of the medical service provision (resulting from the assessment of the patient safety and reduction of risk of complications) and medical procedure guidelines and methods of performance of laboratory tests, the name or method of the performance of services available within the Scope of the Contract may change. In the case of the occurrence of new services (including vaccinations) after the effective date of these GTSP, the provision of which would involve extending the scope of insurance, these services will not be available within the Scope of the Contract.

§ 5**CONCLUSION AND DURATION OF THE CONTRACT**

1. The Contract shall be concluded for an indefinite period.
2. The provision of medical services shall start on the date specified in the Certificate as the Start Date of the Entitlement.
3. The Contract shall be concluded based on the proposal to conclude the Contract submitted by the Customer, and its acceptance by Medicover. The Customer shall submit the proposal to conclude the Contract, signed by the Customer, using the Medicover form, in writing, or using the application form received and sent back by e-mail to the e-mail address provided by Medicover, or in the documentary form, via the electronic signature platform if such a form is made available by Medicover.
4. When submitting the Application, the Customer shall pay the First Remuneration on account of the Contract launch.
5. Submitting an incomplete Application to Medicover or non-paying the amount on account of the First Remuneration shall hinder concluding the Contract. An incomplete Application or the Application not paid for shall expire after 30 days of its submission.
6. The Contract shall be considered concluded on terms set in the Application upon submitting the Certificate to the Customer.
7. In justified instances, Medicover may refuse to conclude the Contract within 14 working days of the day of Medicover receiving the Application and the Remuneration, while notifying the Customer of the justification thereof. In the case of Medicover's refusal to conclude the Contract, Medicover shall return to the Customer the full amount paid on account of the First Remuneration, immediately, but no later than within 14 days, in a manner agreed with the Customer.
8. Medicover may refuse to conclude the new Contract within 12 months of the day of termination of the previous Contract.

§ 6**AMENDMENTS TO GTSP**

1. Medicover can amend General Terms and Conditions of the Service Provision and documents being their integral part for important reasons:
 - a) amendments to universally binding legal regulations;
 - b) changes to medical treatment guidelines;
 - c) changes in market conditions due to technical, technology and IT progress;
 - d) introduction of new products or withdrawal of products from its offer by Medicover;
 - e) need to correct typing errors and ensure unambiguity of provisions of General Terms and Conditions of the Service Provision.
2. Medicover shall notify the Customer of the aforementioned amendments 30 days in advance, in a way specified in § 12, clauses 2 and 3.
3. The Customer shall be entitled to refuse to accept the amendments by making a relevant declaration on rejecting the amendments, no later than 14 days before their coming into force. Such a declaration shall be considered as termination of the Contract with a notice period.
4. Medicover may change marketing names of products and services, which shall not require an amendment to the Contract.

§ 8**SERVICES**

1. The Entitled Person shall be entitled to Medical Services justified from the medical point of view, included in the Scope of the Contract selected.
2. Medicover shall be entitled to refuse to provide the service when, in accordance with the current medical knowledge, the Entitled Person does not require the Medical Service or its provision would result in a threat to the life or health of the Entitled Person.
3. If the Remuneration for the Contract is not paid on a timely basis, Medicover shall set an additional, at least 7-day period for payment, after ineffective expiration of which the Entitled Person shall be entitled to Medical Services only in the case of an accident resulting in a threat to life.
4. In order to obtain a Medical Service, the Entitled Person shall:
 - a) contact the Customer Service Centre or a selected Medicover Medical Facility – personally, by telephone or using other communication channels made available by a specific Medicover Medical Facility;
 - b) agree the date for provision of the Medical Service, arrive at the agreed date to the Medicover Medical Facility or inform the Facility of resigning from a medical service not later than 6 hours prior to its date;
 - c) present an identification document with photo at the Medicover Medical Facility to confirm the Entitled Person's identity. Medicover reserves the right that in the event when there is no possibility for identifying the Entitled Person's identity the Medicover Medical Facility may refuse to provide a medical service, except when Entitled Person's life is at risk;
 - d) observe the Medicover Medical Facility's Regulations and adhere to the instruction and guidelines obtained from its staff.

§ 9**REMUNERATION AND OTHER AMOUNTS DUE**

1. The Remuneration shall be calculated based on the tariff applying on the date of concluding the Contract. The Remuneration shall depend on:
 - a) Scope of the Contract;
 - b) age of the Entitled Person;
 - c) number of persons covered by the Family Contract;
 - d) Payment Period specified in the Application to conclude the Contract.
2. The First Remuneration shall be paid in advance, within 7 days of the date of signing the Application to conclude the Contract. Remunerations for subsequent Payment Periods shall be paid in advance to the bank account of Medicover specified in each case in the VAT invoice. Invoices for subsequent Payment Periods shall be issued between the 8th and 20th day of the last month preceding the Payment Period, with a 14-day payment period starting to run on the issuance day.
3. The Remuneration can be paid on a monthly, quarterly, semi-annual or annual basis. The Remuneration shall be paid by wire transfer.
4. The Remuneration shall be considered paid on the day of crediting the bank account of Medicover with the full amount of the Remuneration due.
5. Shall the Entitled Person be covered with the Scope of the Continuum Contract, when using the Medical Services selected, the Entitled Person shall be obliged to pay the Remuneration in amounts specified in the Contract. The Remuneration shall be paid by the Entitled Person in the following way:
 - a) if the Medical Service is provided at a Medicover Centre or at Damian Medical Centre – the Remuneration shall be collected prior to receiving the Medical Service (in cash or using a payment card);
 - b) if the Medical Service is provided at a Medicover Medical Facility other than a Medicover Centre or Damian Medical Centre – the Remuneration will be collected prior to the performance of the Medical Service (in cash or using a payment card) or the Entitled Person will cover the fee after the Medical Service has been provided, within up to 30 days of Medicover Sp. z o.o. being notified about the per-

formance of the medical service by the actual service provider which provided the service. The Entitled Person shall be obliged to make the payment within 14 days of the date of issuing the invoice by Medicover Sp. z o.o., which will be delivered to the correspondence address of the Entitled Person.

6. The Remuneration shall be subject to indexation, every calendar year. The indexation rate shall be the annual average consumer price index for the previous year, announced in Monitor Polski by the President of the Statistics Poland (GUS), or the growth rate of the average monthly gross wages and salaries in the national economy for the "Human health and social work activities" sector, published by the Statistics Poland (GUS) in the document titled "Concise Statistical Yearbook" if it is higher than the annual average consumer price index announced in Monitor Polski by the Statistics Poland.
7. Regardless clause 6, the Remuneration can be changed by Medicover during the term of the Contract for important reasons, such as:
 - a) amendments to universally binding legal regulations;
 - b) changes to medical treatment guidelines,
 - c) changes due to technical, technology and IT progress;
 - d) extension or change of the product and service functionalities.
 - e) The Remuneration shall be changed within up to 12 months of the occurrence of the aforementioned reasons.
8. Medicover shall notify the Customer of changed amount of the Remuneration no later than 30 days before the day on which the new amount of the Remuneration comes into force.
9. The Remuneration in new amount shall be due starting the month following the month in which Medicover provided the Customers with the information about the changed amount of the Remuneration.
10. If the Customer, on receipt of the notification from Medicover regarding the change of the amount of the Remuneration, provides Medicover, at least 14 days before the day on which the new amount of the Remuneration comes into force, with a written declaration on refusing to consent to the amount of the Remuneration proposed by Medicover, this declaration shall be deemed as a Contract termination notice with a notice period, and the Contract shall continue on previous terms and conditions until its termination.
11. Failure to provide Medicover with the declaration on refusing to consent to the proposed amount of the Remuneration within the time limit set in the clause above shall be equivalent to accepting the new amount of the Remuneration.

§ 10

RIGHTS AND OBLIGATIONS OF THE PARTIES

1. Medicover shall be obliged to:
 - a) provide the Customer with the text of the GTSP before concluding the Contract;
 - b) issue the Certificate to the Customer.
 - c) notify the Customer of amendments to GTSP or change of the Remuneration amount.
2. The Customer shall be obliged to settle the Remuneration on a timely basis, in amount and on dates specified in the VAT invoice.

3. The Customer and Entitled Persons shall be obliged to update their personal data provided to Medicover.
4. In the case of selecting the Continuum Scope of the Contract, the Customer shall be obliged to notify the Entitled Person of the fees related to using the Medical Services, including Telemedicine Services.

§ 11

COMPLAINT PROCEDURE

Complaints shall be examined within 30 days of their receipt, and the person, who filed the complaint, shall be notified of the resolution immediately after the complaint is examined.

§ 12

FINAL PROVISIONS

1. All notices and declarations addressed to Medicover shall be submitted in writing with a receipt confirmation, or sent by registered letter or in electronic form to dok@medicover.pl.
2. All notices and declarations shall be sent to the Customer and/or the Entitled Person in Polish language, to the e-mail address of the Customer and/or Entitled Person provided to Medicover or in written form, by standard or registered post, to the correspondence address of the Customer and/or Entitled Person in the territory of Poland.
3. If the Customer or the Entitled Person changes his/her address specified in the application to conclude the Contract as his/her correspondence address or e-mail address, and has failed to notify Medicover about the same, it shall be deemed that Medicover fulfilled its obligation to provide a notification or declaration if the relevant notification or declaration has been sent to the correspondence address or e-mail address of the Customer or the Entitled Person last known to Medicover.

§ 13

List of appendices constituting an integral part of the GTSP:

- Appendix no. 1 to the GTSP – Scope of the Contract including the list of Medical Services to which Entitled Persons are entitled within particular Scopes of the Contract.
- Appendix no. 2 to the GTSP – Form of the Contract withdrawal notice.

These GTSP shall come into force as of 1 April 2021, and shall apply to contracts concluded after that date.

Medicover Sp. z o.o.

