

## **GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF HEALTH SERVICES**

These General Terms and Conditions stipulate the organisation of the provision of health services in AS Ida-Tallinna Keskhaigla (East Tallinn Central Hospital, hereinafter referred to as the Hospital), the rights and obligations of the Hospital and the patient, and the liability for providing health services and related services (e.g. family ward) to the patient in the Hospital.

In matters not regulated in the General Terms and Conditions, the Law of Obligations Act, the Health Care Services Organisation Act, other laws and the legislation adopted on the basis thereof shall apply.

### **1. Concluding a contract (making an appointment)**

- 1.1.** The patient can make an appointment for an outpatient visit, test, procedure or other service with a healthcare professional or other specialist (hereinafter referred to as services or health services) by phone by calling 666 1900, at the Hospital reception desks, by / with the help of a medical specialist, through the patient portal iPatsient, and through the virtual reception desk.
- 1.2.** When a patient makes an appointment for health services, a health services contract is deemed to have been entered into between the Hospital and the patient.
- 1.3.** When the Hospital makes an appointment for a patient for receiving inpatient or day care, a health services contract is deemed to have been entered into between the Hospital and the patient.
- 1.4.** These General Terms and Conditions and any procedures, rules and requirements established by the Hospital and made available to the patient, which the patient agrees to comply with when making an appointment for health services, constitute integral parts of the health services contract.

### **2. Conditions for the provision of health services**

- 2.1.** The Estonian Health Insurance Fund assumes the obligation to pay for health services provided to a person covered by health insurance (who has health insurance from Estonia or another European Union member state, a country belonging to the European Economic Area or the Swiss Confederation) (hereinafter referred to as an insured patient) under the following conditions:
  - 2.1.1** The provision of the health service is medically indicated;
  - 2.1.2** The insured patient has a referral for the provision of the service (except in the cases specified in clause 2.3.);
  - 2.1.3** The service is included in the list of health services of the Estonian Health Insurance Fund;
  - 2.1.4** An insured person from a member state of the European Union, a country belonging to the European Economic Area or the Swiss Confederation presents an EU Health Insurance Card or an S2 or DA1 certificate before receiving the health service.
- 2.2.** The patient shall pay for the health services received in accordance with the price list established by the Hospital (hereinafter referred to as paid services or services subject to a fee), unless the Estonian Health Insurance Fund assumes the obligation to pay for the health service.
- 2.3.** A referral is not required for the provision of health services if an insured patient receives specialised medical care for trauma, tuberculosis, eye disease (except in special cases), skin or venereal disease (except in special cases) or if the person receives gynaecological or psychiatric care, or if, due to the patient's health condition, the provider of specialist care leaves the patient for monitoring or treatment.

- 2.3.1.** As a general rule, a referral is not required for the provision of paid services, unless the provision of the service may endanger the patient's health (e.g. radiological tests, physical therapy procedures, etc.).
- 2.4.** When making an appointment for health services, the patient shall present an identity document at the reception desk or authenticate themselves using their personal identification card or Mobile ID on the patient portal and in the self-service environment.
- 2.5.** If the patient does not present an identity document and there is no referral (clause 2.1.2), the Hospital has the right to refuse to provide health services.
- 2.6.** The patient shall pay an appointment fee of 5.00 euros for receiving a health service in the following cases:
- 2.6.1.** if the insured patient seeks an appointment with a medical specialist with a referral from a family doctor or, in the cases listed in clause 2.3, without a referral;
  - 2.6.2.** if the insured patient has a repeat appointment with the same doctor and 90 days have passed since paying an appointment fee for an appointment with the same doctor;
  - 2.6.3.** if the patient receives emergency care at the emergency medical centre or in the emergency room of the women's clinic (except in the case specified in clause 2.7.6.3).
- 2.7.** The obligation to pay the **appointment fee** arises immediately upon making an appointment, or upon registration for services at the emergency medical centre and at the emergency room of the women's clinic.
- 2.7.1.** The appointment fee is paid at the reception desk or upon making an appointment in the self-service environment or on the patient portal iPatient. The appointment fee can be paid at the reception desk in cash or with a bank card, in the self-service environment with a bank card or via a bank link, and on the patient portal via a bank link.
  - 2.7.2.** The payment of the appointment fee shall be checked at the visit.
  - 2.7.3.** Patients who do not have documents proving their exemption from paying the appointment fee are charged for their appointment (clause 2.7.5).
  - 2.7.4.** If the patient does not arrive at the agreed appointment for health services and has not duly notified the Hospital of this in advance, the Hospital has the right to charge the patient a double appointment fee at the next appointment.
  - 2.7.5. No appointment fee is charged:**
    - 2.7.5.1. for patients up to the age of 19;
    - 2.7.5.2. for pregnant patients upon presentation of their pregnancy passport;
    - 2.7.5.3. for patients arriving in an ambulance;
    - 2.7.5.4. in the case of emergency outpatient specialised medical care, immediately followed by the provision of inpatient health services;
    - 2.7.5.5. in the case of an appointment in the Hospital with a doctor of the same speciality as referred by a medical specialist of the East Tallinn Central Hospital;
    - 2.7.5.6. in the case of an appointment in the Hospital with a doctor of another speciality, referred by a medical specialist of the East Tallinn Central Hospital;
    - 2.7.5.7. in the case of an appointment with a medical specialist, referred by a specialist in the same field from another health care provider;
    - 2.7.5.8. in the case of an outpatient visit subject to a fee (paid on the basis of the Hospital price list).

## **2.8. Bed day fee**

- 2.8.1.** The insured patient shall pay a bed day fee of 2.50 euros for each calendar day of inpatient care started during their hospital stay, but not more than for 10 calendar days per case.

When a patient is referred from a care department of the Hospital to the rehabilitation department of the Hospital, a new case is opened.

### **2.8.2. A bed day fee is not charged:**

- 2.8.2.1. for inpatient specialised medical care related to pregnancy and childbirth;
- 2.8.2.2. for persons under 19 years of age for inpatient specialised medical care;
- 2.8.2.3. for intensive care;
- 2.8.2.4. for day care and day surgery services;
- 2.8.2.5. for independent inpatient nursing care;
- 2.8.2.6. for inpatient rehabilitation with co-payment by the patient;
- 2.8.2.7. for paid inpatient health services;
- 2.8.2.8. for inpatient chemotherapy;
- 2.8.2.9. in the case of re-hospitalisation within 30 days of the end of the initial hospitalisation, if the reason for the re-hospitalisation is a treatment complication that has occurred in the Hospital;
- 2.8.2.10. for the caregiver of a child under the age of one while in Hospital;
- 2.8.2.11. in the event of the patient's death during treatment.

**2.8.3. The invoice for the bed day fee** can be paid in cash or by bank card at any of the Hospital reception desks immediately after leaving the department, or, in exceptional cases, later on via the patient portal iPatsient or by bank transfer.

## **2.9. Co-payment for health services**

**2.9.1.** The insured person shall make a co-payment for the health services provided to them at the following rates calculated from the total price of the service and subject to the additional conditions set out in the Estonian Health Insurance Fund's list of health services:

- 2.9.1.1. Inpatient supportive rehabilitation – 20%;
- 2.9.1.2. Artificial abortion at the patient's request – 20%;
- 2.9.1.3. Medical abortion at the patient's request – 30%;
- 2.9.1.4. Bed day fee for independent inpatient nursing care (former long-term care) – 15%;
- 2.9.1.5. Enteral feeding formula 1000 kcal – 50%.

**2.10.** The patient is required to make an appointment for an outpatient **rehabilitation service** within one month of referral by a medical specialist of the East Tallinn Central Hospital. If no appointment is made within this period, the referral will expire.

**2.10.1.** The patient can change the time of a referral-based appointment for rehabilitation services once.

**2.10.2.** If the patient fails to provide notification of their non-appearance for the rehabilitation appointment, the patient will not be entitled to a replacement appointment and the advance payment will not be refunded but considered as a contractual penalty.

**2.11.** If the patient, whether or not insured, makes an appointment for a **paid visit** and is assigned tests or procedures during the visit or admitted for inpatient care, except in cases involving emergency care, the patient shall be charged for all the services provided according to the Hospital's price list.

**2.11.1.** In order to make an advance payment, the patient is issued an invoice, which the patient must pay before the service is provided.

**2.12.** For paid health services and/or related services, the patient will be informed of the amount to be paid before or during the provision of the service, except for the bed day fee, including the amount of the advance payment and the term for payment.

**2.13.** The Hospital reserves the right to change the price list. When changing the price list, the price valid at the time of providing the service applies to the patient, unless the patient pays for the service immediately in advance when making the appointment.

## **2.14. Payment for services subject to a fee**

### **2.14.1. Payment for visits subject to a fee**

2.14.1.1. Visits subject to a fee shall be paid for immediately upon making the appointment, either at the reception desk or on the patient portal iPatsient. For appointments made by phone, a prepayment is required within 24 hours of booking.

2.14.1.2. If the patient has not paid for the appointment by the specified time, the appointment will be cancelled automatically in the Hospital's information system.

2.14.1.3. The patient may reschedule an appointment. Appointments can be rescheduled until noon on the business day preceding the day on which the health service is to be provided.

### **2.14.2. Payment for tests, procedures and other services subject to a fee**

2.14.2.1. The patient will be invoiced after all the ordered tests/procedures have been performed and the results have been announced either at a repeat visit, on the patient portal iPatsient or by e-mail. The results of the tests/procedures will be communicated to the patient at a repeat visit or by other agreed means.

2.14.2.2. As a general rule, the patient is required to pay for tests, procedures and other services subject to a fee within three working days.

## **3. Rights and obligations of the Parties**

### **3.1. The Hospital shall:**

**3.1.1.** Inform the patient about the results of their examination and state of health, any diseases and their course, the nature and purpose of the health service offered, the risks and consequences of providing it, and of other possible and necessary health services, as well as the possibility to get information from the attending physician both before and during the provision of health services.

3.1.1.1. Health services are provided with the consent of the patient. At the request of the Hospital, the consent shall be drawn up in writing in the appropriate format. The patient may withdraw their consent after having granted it. As a general rule, an application for withdrawal of consent is made in writing.

**3.1.2.** Document the provision of health services in accordance with the applicable requirements.

### **3.2. The Hospital has the right to:**

**3.2.1.** Unilaterally reschedule or cancel an appointment made by the patient if this is necessitated by the organisation of work in the Hospital or other important reasons. The Hospital shall inform the patient (no later than within one working day) of the rescheduling, including any changes in the attending health care professional or the room, using the contact details provided by the patient to the Hospital;

**3.2.2.** Refuse to provide a service to a patient (including making an appointment) or terminate the provision of a service and not refund the payments made by the patient but considering these as a contractual penalty, if:

3.2.2.1. the patient does not agree to or violates the terms of the health services contract;

- 3.2.2.2. the patient is impolite with the Hospital staff, treats them in a disrespectful manner or otherwise violates the generally accepted norms of conduct and the principles of acting in good faith;
  - 3.2.2.3. the patient requests a health service that is not medically indicated to the patient or the patient refuses a blood transfusion if this is necessary to prevent injury or the death of the patient;
  - 3.2.2.4. the patient is indebted to the Hospital;
  - 3.2.2.5. the provision of the health service is in conflict with the terms and conditions of the health services contract or there are other circumstances present as provided by legislation;
  - 3.2.2.6. the provision of the health service endangers health care professionals / other specialists or the health or life of third parties.
- 3.2.3.** Require the patient to draw up a written consent to the provision of health services. If the patient refuses to receive health services, the Hospital may request that the refusal be made in writing;
  - 3.2.4.** Charge a contractual penalty from the patient in the amount of the appointment fee, advance payment or the cost of the booked health service if the patient fails to appear at the agreed time for the provision of the health service and fails to duly notify the Hospital of their non-appearance in advance;
  - 3.2.5.** Charge the patient interest on arrears at a rate of 0.1% per day of delay in payment until the amount is paid in full. The Hospital has the right to assign claims against the patient to a company providing debt collection services;
  - 3.2.6.** Not refund the appointment fee if the patient leaves the emergency medical centre or the emergency room of the women's clinic at their own risk before receiving the service.

### **3.3. The patient has the right to:**

- 3.3.1.** Cancel an appointment without giving a reason. In such case, the patient shall pay for the health services already provided to them on the basis of an invoice. The Hospital may consider any advance payment paid by the patient as a contractual penalty if the patient has not complied with the notice period for cancellation of the appointment (see clause 3.4.3);
- 3.3.2.** Privacy when receiving health services;
- 3.3.3.** Confidentiality of their information held by the Hospital. The Hospital shall not disclose the patient's data to unauthorised persons, except in agreement with the patient or if required by law;
- 3.3.4.** A respectful attitude on the part of the Hospital staff towards themselves and the persons close to them;
- 3.3.5.** Choose between different health services, refuse to receive health services;
- 3.3.6.** Receive high-quality health services corresponding to the general level of medical science at the time of provision of the service and as provided by the Hospital at the level of care normally expected. The Hospital cannot promise the patient's improvement or the success of a test or surgery;

**3.3.7.** Submit proposals and complaints regarding the provision and organisation of health services and related services.

#### **3.4. The Patient shall:**

**3.4.1.** To the best of their ability, disclose all circumstances necessary for the provision of health services and provide the assistance that health care professionals or other specialists need for providing the service.

**3.4.2.** To appear at the place and time agreed for the provision of health services.

**3.4.3.** If the patient is unable to appear at the agreed time for receiving health services, the patient shall notify the Hospital until noon of the previous business day either by phone by calling 666 1900 or any other phone number specifically agreed, from Monday to Friday (excluding public holidays and national holiday), or by e-mail to the address [loobumine@itk.ee](mailto:loobumine@itk.ee), or cancel the appointment on the patient portal iPatsient or the virtual reception desk.

3.4.3.1. In the event that radioiodine therapy is provided, the patient is obliged to give notice of their non-appearance at least 24 hours before the start of the service to the e-mail address [nukleaar@itk.ee](mailto:nukleaar@itk.ee) or in another manner specifically agreed between the patient and the attending physician. In such case, the patient is offered a new appointment.

**3.4.4.** Comply with the medically reasoned treatment and prescriptions assigned by a health care professional both during and after the provision of health services.

**3.4.5.** Follow the Hospital's house rules for patients during their stay in the Hospital and any other requirements that patients may have been notified of.

#### **4. Processing of personal data**

**4.1.** The processing of personal data in the Hospital is subject to the General Data Protection Regulation, the Personal Data Protection Act and other legislation. The processing of personal data in the Hospital is described in the Terms of Data Protection of the East-Tallinn Central Hospital.

#### **5. Liability**

**5.1.** The Hospital is only liable for the wrongful breach of its obligations, primarily for errors in diagnosing and treatment and a breach in the obligation to inform the patient and obtain the patient's consent.

**5.2.** The patient is liable for non-disclosure to the Hospital of the circumstances necessary for the provision of health services and for failure to provide the assistance necessary for the provision of health services.

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