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Process: **Treatment activities**

Subprocess: **Provision of health care services – Principles of service provision**

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF HEALTH CARE SERVICES

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PURPOSE

The general terms and conditions for the provision of health care services (hereinafter also referred to as the General Terms and Conditions or the Contract) stipulate the organisation of the provision of health care services in AS Ida-Tallinna Keskhaigla (hereinafter referred to as the Hospital or ITK), the rights and obligations of the Hospital and the patients, and the liability of the Hospital for providing health care services and related services (e.g. family ward) to the patients.

VALIDITY

The General Terms and Conditions apply throughout the Hospital.

The General Terms and Conditions are considered as the standard terms of a contract for the provision of health care services for the purposes of Section 760 of the Law of Obligations Act.

In the event of a conflict between the General Terms and Conditions and any other documents governing the relationship between the patients and the Hospital, the General Terms and Conditions apply.

The Contract for the provision of health care services include the General Terms and Conditions, terms agreed with the patients in oral or written form, and the conditions of use of the iPatient patient portal, if the patient is a user of the latter. In addition to the previous, the relationship between the patient and the Hospital is regulated by the hospital's guidance documents and the relevant legislation of the Republic of Estonia and the European Union (including the Law of Obligations Act, the Health Care Services Organisation Act, the Health Insurance Act, the General Data Protection Regulation of the European Union).

LIABILITY

The Hospital is only liable for the wrongful breach of its obligations, primarily for errors in diagnosis and treatment, and breaches in obligations to inform patients and receive their consent.

The hospital has a liability insurance contract.

DESCRIPTION OF ACTIVITIES

1. Entry into and expiry of Contract for the provision of health care services

- 1.1. The Contract for the provision of health care services is deemed to be entered into between the Hospital and the patient upon the making of an appointment for the provision of health care services in the Hospital and, in the absence of an appointment, upon commencement of the provision of health care services (e.g. in the case of emergency care).
- 1.2. The Hospital has the right to refuse to enter into a Contract for the provision of healthcare if the terms of the contract requested by the patient are in conflict with the law or the General Terms and Conditions or the hospital's internal regulations (e.g. hospital rules, mask wearing requirements, waiting list requirements, etc.).
- 1.3. The Hospital shall refuse to enter into a Contract for the provision of health care services (including making an appointment) if:
 - 1.3.1. the provision of the service requested by the patient is not necessary or indicated for the patient's health or the patient refuses a blood transfusion if this is necessary to prevent injury or the death of the patient;
 - 1.3.2. the patient does not have a referral letter, if a referral letter is required (point 2.2);
 - 1.3.3. the Estonian Health Insurance Fund or another person does not assume the obligation to pay for the health care service and the patient has no funds to pay for the service (except in the case of emergency care);
 - 1.3.4. a patient with health insurance from a member state of the European Union other than Estonia does not provide proof of insurance issued by a competent authority of the insuring country or a valid European Health Insurance Card or a replacement certificate before the commencement of the provision of healthcare services, except if the patient themselves pays for the health care services or requires emergency care;
 - 1.3.5. the patient has a debt to the Hospital from the provision of previous health care services, except in the case of emergency care;
 - 1.3.6. the Hospital does not have a licence to provide health care services in the specialty field requested by the patient;
 - 1.3.7. the provision of health care services is in conflict with the law;
 - 1.3.8. if there is a circumstance which would entitle the hospital to cancel the Contract after it has been entered into (clauses 1.7 to 1.7.9).

- 1.4. The Contract for the provision of health care services is terminated:
 - 1.4.1. upon completion of the provision of health care services;
 - 1.4.2. upon the assumption of health care provision by another health care service provider;
 - 1.4.3. upon cancellation of the Contract;
 - 1.4.4. upon the death of the patient.
- 1.5. The patient may cancel the Contract for the provision of health care services at any time without disclosing the reason therefor.
- 1.6. The Hospital may terminate the Contract for the provision of health care services only with justifiable reason. If justifiable reason exists, the Hospital nevertheless has the obligation to provide health care services until the patient can receive health care services from elsewhere.
- 1.7. A justifiable reason for the purposes of clause 1.6 constitutes primarily the following situations:
 - 1.7.1. the patient does not agree to or violates the Terms and Conditions of the Contract for the provision of health care services;
 - 1.7.2. the patient does not consent to the provision of health care services;
 - 1.7.3. the patient violates the obligation of cooperation (e.g. does not allow the necessary analyses, procedures), or the obligation to provide information (e.g. does not disclose the necessary information to the health care professional);
 - 1.7.4. the provision of a health care service desired by the patient is not medically substantiated or leads to a greater risk to the patient's life and health than not providing the health care service;
 - 1.7.5. the Hospital is not authorised to provide the patient with the desired health care service;
 - 1.7.6. the provision of the health care service endangers health care professionals/other specialists or the health or life of third parties;
 - 1.7.7. the patient is impolite with the staff, other patients or other people at the Hospital, treats them in a disrespectful manner or otherwise violates generally accepted norms of conduct and principles of acting in good faith, including the use of physical violence.
 - 1.7.8. the patient is carrying a weapon within the meaning of the Weapons Act on hospital premises;
 - 1.7.9. the patient is intoxicated (e.g. using narcotic substances).

2. Making an appointment

- 2.1. Patients, their family members, legal representatives, family doctors, specialist doctors or other hospital staff can book an appointment for an outpatient appointment, examination, procedure or other service (hereinafter referred to as the Service or Health Care Service) with a health care professional or other specialist by calling 666 1900 (Mon-Fri 07:15-18:00), at the reception or via the digital registration system.
 - 2.1.1. Only the patient can book to use the Perekool service, using the electronic booking system on the hospital website www.itk.ee/perekool.
- 2.2. An insured patient can make an appointment with a referral letter, except if the patient is receiving specialised medical care for recent trauma, tuberculosis, eye disease (except for special cases), skin or sexually transmitted disease (except for special cases) or if the person is receiving gynaecological care or if, due to the patient's health condition, the provider of specialist care is keeping the patient for monitoring or treatment. A referral letter 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.).
- 2.3. Appointment for an outpatient rehabilitation service can be made within one month of referral by a specialist doctor of the Ida-Tallinna Keskhaigla. If no appointment is made within this period, the referral expires. The patient can change the time of a referral

appointment for rehabilitation services once. If they fail to notify of non-attendance, the appointment cannot be booked again.

- 2.4. The patient may reschedule an appointment. Appointments can be rescheduled until 12 PM on the business day preceding the day on which the health service is to be provided.
- 2.5. The Hospital has the right to reschedule an appointment if:
 - 2.5.1. due to a problem related to work organisation (such as breakdown of medical equipment, sickness of a healthcare worker or other unscheduled absences from work), the Hospital deems, considering the patient's condition, that the health care service cannot be provided at the scheduled time.
 - 2.5.2. due to a conflict between the patient and the health care professional, the latter must be substituted;
 - 2.5.3. the patient fails to be present for a health care service at the agreed time.
- 2.6. The Hospital informs the patient of the rescheduling no later than within one working day, using the contact details provided to the Hospital by the patient and offers a new appointment as soon as possible.

3. Coming to an appointment/the Hospital

- 3.1. The patient must come to the appointment/Hospital at the time stated in the reminder and/or the referral letter or at the time agreed.
- 3.2. When registering for a health care service, your identity must be proved at the registration desk using an personal identification document, in the patient portal and in the self-service with an ID card, Mobile-ID or Smart-ID.
- 3.3. If the patient is late for an outpatient appointment, the Hospital has the right to refuse to provide health care to the patient on the same day, if it is not possible for the healthcare professional to organise the appointment without violating the rights of patients who have arrived on time. If possible, the patient will be offered a new appointment.
- 3.4. If the patient does not appear at the Hospital for the provision of inpatient health care services at the agreed time, the patient is considered to have renounced the provision of health care services.

4. Consent for the provision of health care services

- 4.1. Health care services are provided with the consent of the patient.
- 4.2. In the case of a patient with restricted active legal capacity, the consent is given by their legal representative (a parent with right of custody/a guardian appointed by the court in case of a child/a guardian appointed by the court in the case of an adult), unless the patient is capable of responsibly considering the pros and cons. If the decision of the legal representative clearly harms the patient's interests, the Hospital will not follow the decision of the legal representative but will provide the patient with health care services in their best interests.
- 4.3. In the case of a patient not capable of making a decision (unconscious or otherwise incapable of expressing their will) who does not have a legal representative or where it is not possible to reach a legal representative, health care may be provided without the patient's consent if it is in the patient's best interests and in accordance with the patient's previously expressed or presumed will and if not providing the health care service without delay would endanger the patient's life or seriously harm the patient's health. The patient's previously expressed or expected will is identified, if possible, through the input of the patient's relatives. The patient's relatives are informed of the patient's state of health, the provision of health care services and the possible dangers involved if this is possible in the circumstances at hand. The relatives include the spouse, parents, children, sisters and brothers of the patient. The relatives may also include other people close to the patient if this is due to the patient's living arrangements.

- 4.4. The Hospital has the right to require the patient to formalise their consent in writing. The patient may withdraw their consent within a reasonable time after granting it. The withdrawal of consent is always formalised in writing.
- 4.5. As an exception, the Hospital may provide health care services without the consent of the patient if such a right arises from the law (e.g. necessary treatment for stopping the spread of contagious diseases).
- 4.6. If the patient refuses to receive health care services, this is formalised in writing and the patient confirms it with their signature.

5. Payment for health care services

- 5.1. The patient pays for the provided health care services in accordance with the Terms and Conditions of the Contract and the established price list of the paid services of the Hospital, except if the payment obligation is assumed by the Estonian Health Insurance Fund or any other person.
- 5.2. The Estonian Health Insurance Fund assumes the obligation to pay for health care 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:
 - 5.2.1. the provision of the health care service is medically indicated;
 - 5.2.2. the Insured Patient has a referral for the provision of the service (except in the cases specified in clause 2.2.);
 - 5.2.3. the service is included in the list of health care services of the Estonian Health Insurance Fund;
 - 5.2.4. an insured person from a European Union member state, a country belonging to the European Economic Area or the Swiss Confederation presents a European Health Insurance Card or an S2 or DA1 certificate before receiving the health care service;
 - 5.2.5. a citizen of the United Kingdom (UK) must submit a document proving their health insurance (UK Global HIC).
- 5.3. When receiving outpatient specialised medical care, including in an emergency centre or a gynaecological clinic, an Insured Patient must pay a visit fee:
 - 5.3.1. if the patient goes to a specialist doctor with a referral from a family doctor, a specialist doctor or an independent nursing care provider or without a referral in the cases referred to in clause point 2.2;
 - 5.3.2. visit fee is payable once a year if the specialist doctor keeps the Insured Person under the care or treatment of a specialist health care provider because of their state of health;
 - 5.3.3. visit fee is EUR 20 (exceptions in clause 5.4).
- 5.4. The amount of the visit fee is EUR 5 if the outpatient specialised medical care is provided to an insured person who is:
 - 5.4.1. 63 years old or older;
 - 5.4.2. a recipient of an incapacity for work pension or old-age pension under the State Pension Insurance Act;
 - 5.4.3. with partial or no work ability established under the Work Ability Allowance Act;
 - 5.4.4. unemployed within the meaning of the Labour Market Measures Act;
 - 5.4.5. a mother of a child under one year old;
 - 5.4.6. a recipient of subsistence benefit under the Social Welfare Act or a member of their family, if the person or their family has been paid subsistence benefit in the month of the provision of outpatient specialised medical care or in the two preceding months.
- 5.5. **No visit fee is charged:**
 - 5.5.1. for patients up to the age of 19;
 - 5.5.2. for pregnant patients upon presentation of their certificate of pregnancy;

- 5.5.3. in the case of emergency outpatient specialised medical care immediately followed by the provision of inpatient health care services;
- 5.5.4. with a referral from an Ida-Tallinna Keskhaigla specialist doctor in the same speciality or another speciality;
- 5.5.5. in the case of an appointment with a specialist doctor, referred by a specialist doctor in the same speciality from another health care provider;
- 5.5.6. in the case of an outpatient visit subject to a fee (paid on the basis of the Hospital price list).
- 5.5.7. a person in a prison, jail or detention centre.
- 5.6. If the patient does not produce a document showing (or otherwise prove) that they are entitled to pay the EUR 5 visit fee or to be exempted from it, they have to pay the EUR 20 visit fee.
 - 5.6.1. The visit fee must be paid at the time of registration for health care. Payment can be made in cash or by bank card at the reception desk or via a self-service bank link.
 - 5.6.2. Payment of the visit fee is checked at the reception desk.
 - 5.6.3. If the patient fails to appear for the health care service at the agreed time and has not duly informed the Hospital in advance (clause 2.4), the Hospital has the right to charge the patient double the amount of the visit fee for the next visit.
- 5.7. **Daily fee for hospitalisation**
 - 5.7.1. The patient has to pay a hospitalisation fee of EUR 5 for each calendar day of inpatient treatment during their hospital stay, up to a maximum of 10 calendar days per case.
 - 5.7.2. **Daily fee for hospitalisation is exempted for:**
 - 5.7.2.1. inpatient specialised medical care related to pregnancy and childbirth;
 - 5.7.2.2. persons under 19 years of age for inpatient specialised medical care;
 - 5.7.2.3. intensive care;
 - 5.7.2.4. day care and day surgery services;
 - 5.7.2.5. upon provision of independent inpatient nursing care with the patient's own financial contribution;
 - 5.7.2.6. in the case of a paid health care service, if the daily fee for hospitalisation is included in the price of the paid health care service;
 - 5.7.2.7. for inpatient chemotherapy;
 - 5.7.2.8. 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;
 - 5.7.2.9. for a caregiver of a child under the age of one while in Hospital;
 - 5.7.2.10. the provision of inpatient specialised medical care to persons in a prison, jail or detention centre;
 - 5.7.2.11. in the event of the patient's death during treatment.
 - 5.7.3. The invoice for the daily fee for hospitalisation can be paid in cash or by bank card at any of the Hospital's reception desks immediately after leaving the hospital department or, in exceptional cases, later via the iPatsient portal or by bank transfer; the deadline for payment is one (1) calendar day.
- 5.8. **Patient's own financial contribution for health care services**
 - 5.8.1. An insured person must pay their own contribution for health care services provided to them at the rate set out in the Estonian Health Insurance Fund's list of health care services as follows:
 - 5.8.1.1. an induced abortion at the patient's request – 30%;
 - 5.8.1.2. a medication abortion at the patient's request – 50%;
 - 5.8.1.3. independent inpatient nursing care daily hospitalisation – 10%;
 - 5.8.1.4. enteral nutrition 1000 kcal – 50% (in the case of home treatment);

- 5.8.1.5. oral nutritional preparations 600 kcal – 25% (in the case of home treatment, except in the case of hereditary metabolic disease).
- 5.9. **Paying for paid health care services (patient pays)**
- 5.9.1. Payment for visits subject to a fee
- 5.9.1.1. If the patient, whether insured or not, makes an appointment for a paid visit and is assigned tests or procedures during the visit or is admitted to inpatient care, except in cases involving emergency care, the patient must pay for all the services provided according to the Hospital's price list.
- 5.9.1.2. In the provision of paid health care services and/or related services, the patient is informed, either before or during the provision of the service, of the amount to be paid, including the amount of the advance payment and the deadline for payment.
- 5.9.1.3. The Hospital reserves the right to make amendments to the price list. When amending the price list, the price valid at the time of providing the service applies to the patient, unless the patient has paid for the service immediately in advance when making the appointment.
- 5.9.1.4. The cost of an appointment booked via the digital registration system must be paid before the appointment at the reception desk.
- 5.9.1.5. Rehabilitation services booked on the iPatsient patient portal must be paid immediately through the patient portal.
- 5.9.1.6. Payment for the Perekool service is made through the electronic booking system on the hospital website.
- 5.9.2. Payment for tests, procedures and other services subject to a fee
- 5.9.2.1. An invoice is prepared and issued to the patient for tests and/or procedures and repeat appointments immediately during the appointment, or the booking for the appointment and the order of tests and procedures is made electronically and the patient pays at the reception desk on the basis of an invoice before the test or procedure.
- 5.9.2.2. As an exception, the patient is invoiced after all the ordered tests/procedures have been performed and the results have been published either at a repeat visit, in the iPatsient patient portal or by e-mail.
- 5.9.2.3. The results of the tests/procedures is communicated to the patient at a repeat visit or by other agreed means.
- 6. Rights and obligations of the Parties**
- 6.1. **The Hospital is required to:**
- 6.1.1. provide the patient with outpatient or inpatient health care services, as medically indicated, in accordance with the general state of medical knowledge at the time of the provision of the services. The Hospital cannot promise the patient's recovery or the success of the test/surgery; at the discretion of the health care professional or another specialist and upon agreement with the patient, consultations may be provided to the patient via telephone or e-mail. Health care services are not provided via text message, Facebook messages or other social networks or without a prior examination of the patient by a health care professional;
- 6.1.2. provide the service in the Estonian language. In agreement with a health care professional/specialist, communication between the patient and the health care professional/specialist may also take place in another language;
- 6.1.3. inform the patient about the results of their examination and state of health, any possible diseases and their course, the nature and purpose of the health care service offered, the risks and consequences of it and of other possible and necessary health care services as well as the possibility to get information from a health care professional/specialist both before and during the provision of health care services;
- 6.1.4. document the provision of health care services in accordance with applicable requirements.

6.2. **The Hospital has the right to:**

- 6.2.1. charge a contractual penalty from the patient in the amount of the appointment fee, advance payment or the cost of the booked health care service if:
 - 6.2.1.1. the patient fails to appear at the agreed time for the provision of the health care service and fails to duly notify the Hospital of their non-appearance in advance;
 - 6.2.1.2. the patient violates the Terms and Conditions of the Contract for the provision of health care services;
- 6.2.2. 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 debt collection companies;
- 6.2.3. not refund the visit 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 health care service.

6.3. **The patient has the right to:**

- 6.3.1. cancel the their booked appointment time without explanation (clause 2.4);
- 6.3.2. change the service of the family school no later than 3 hours before the service is due to be provided in the electronic booking system, by selecting a new time from a list of services with the same cost. It is not possible to change bookings at a later date and the service fee is not refunded;
- 6.3.3. respect of privacy when receiving health care services;
- 6.3.4. the confidentiality of their personal information by the Hospital. The Hospital does not disclose the patient's data to unauthorised persons, except in agreement with the patient or if required by law;
- 6.3.5. a respectful attitude on the part of the Hospital staff towards themselves and the persons close to them;
- 6.3.6. receive high-quality health care services;
- 6.3.7. choose between different health care services, refuse to receive health care services;
- 6.3.8. provide feedback regarding the provision and organisation of health care services and related services.

6.4. **The patient is required to:**

- 6.4.1. to the best of their ability, disclose all circumstances necessary for the provision of health care services and provide the assistance that health care professionals or other specialists need for providing the service;
- 6.4.2. appear at the time and place agreed for the provision of the health care services;
 - 6.4.2.1. if the patient is unable to appear at the agreed time and place for the provision of the health care service, they must notify the hospital by 12:00 on the working day before the service is to be provided, either by telephone on 666 1900 or by the telephone number indicated to the patient on working days, by e-mail at the following address loobumine@itk.ee or by cancelling the reservation via the digital registration system;
 - 6.4.2.2. when nuclear medicine procedures are provided, the patient is obligated 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 or in another manner specifically agreed between the patient and the doctor. In such case, the patient is offered a new appointment;
- 6.4.3. comply with the medically reasoned treatment and prescriptions assigned by the health care professional both during and after the provision of health care services;
- 6.4.4. follow the Hospital's rules and any other requirements that patients may have been notified of during their stay on the premises of the Hospital (e.g. the obligation to wear a mask).

6.5. **Refunds**

- 6.5.1. If a patient has been invoiced in error or for the wrong services and is not obliged to pay, the patient is reimbursed on the basis of a request from them or their legal representative or a hospital employee.

- 6.5.2. If a patient has outstanding invoices to the Hospital, the patient is informed of the amount owed and the outstanding invoices are offset against the amount to be reimbursed.
- 6.5.3. The amount to be refunded is sent to the bank account indicated in the application within 14 calendar days of the decision to refund.

7. Processing of personal data

- 7.1. 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 data protection conditions of Ida-Tallinna Keskhaigla.
- 7.2. In accordance with the law, the relatives of a patient in the Hospital have the right to receive information about them if the relatives have been identified in a reliable manner, unless the patient has prohibited the disclosure of their information/data. The Hospital gives information about a patient by telephone only as an exception or if the health care professional and the patient/relative have agreed on the provision of information by telephone.