

GENERAL CONDITIONS FOR THE PROVISION OF HEALTH CARE SERVICES

These General Conditions apply to the provision of health Care services in AS Ida-Tallinna Keskhaigla (hereinafter 'Hospital'), the patient's rights, obligations and the responsibilities when providing patients with health care and related services (e.g. family rooms, transportation) in the Hospital,

The Law of Obligations Act, Health Services Act, other acts and legal acts adopted on the basis thereof are applied in matters not regulated by these General Conditions.

1. Placing of the contract (service time reservation)

- 1.1.** The patient can reserve a time to see a health care professional or other specialist at an out-patient reception for an examination, procedure or other service (hereinafter 'Service' or "Health Care Service") by calling 666 1900, attending a registration desk in the Hospital, at the referral of a specialist or via the patient portal iPatsient.
- 1.2.** At the moment the patient reserves a time for a health care service, the patient is placing contract with the Hospital for the provision of health care services.
- 1.3.** These General Conditions and any regulations, policies and requirements (*the procedure for proposals and complaints, in-patient fee calculation and payment procedure, etc.*) introduced to the patient are an integral part of a health care provision contract and the patient agrees to them by reserving the time for health care services.

2. Conditions for the provision of health care services

- 2.1.** The Estonian Health Insurance Fund undertakes to pay for an insured person's (a person having valid medical insurance in Estonia, another European Union member state, the European Economic Area or the Swiss Confederation) health care services under the following conditions:
 - 2.1.1. The health care service is medically required;
 - 2.1.2. The insured person has a referral to receive the service (except in cases specified in section 2.3.);
 - 2.1.3. The service is included in the health care services list of the Estonian Health Insurance Fund;
 - 2.1.4. A person insured in a European Union member state, the European Economic Area or the Swiss Confederation presents a valid European Health Insurance Card or an S2/DA1 certificate.
- 2.2.** If the Estonian Health Insurance Fund does not undertake to pay for the health care service, the patient must pay for services received in accordance to the Hospital's price list (hereinafter 'Payable Service' or 'Payable Health Care Service').
- 2.3.** A referral to the health care service is not required if an insured person is receiving emergency care due to a trauma, tuberculosis, eye disease (except special cases), skin or sexually transmissible disease (except special cases) or in case the patient is receiving gynaecological or psychiatric assistance or if the provider of the specialised health care service admits the patient for observation or treatment due to the patient's physical

condition.

- 2.3.1. A referral is generally not required for payable services, except in cases where providing the service may harm the patient's health (e.g. radiological examinations, physical therapeutics etc.).
- 2.4. The patient must present a valid identity document when registering for a visit, examination or procedure.
- 2.5. In case the patient does not provide all required documents, the Hospital may refuse providing the health care service.
- 2.6. The patient is liable for a EUR 5.00 visit fee for health care services:
 - 2.6.1. If an insured patient is referred to a specialised doctor by a family physician or without the referral specified in section 2.3;
 - 2.6.2. If in insured person visits the same doctor repeatedly and over 90 days have passed since the last payment of the visit fee for the same doctor;
 - 2.6.3. If the patient receives emergency medical treatment at the emergency medical care unit or the emergency reception of the women's clinic (except in cases specified in section 2.7.6.3).
- 2.7. The obligation to pay the visit fee is created at the moment the patient reserves a time for a visit or registers for services at the emergency medical care unit or the emergency reception of the women's clinic.
 - 2.7.1. The visit fee is paid at the reception desk before the visit or in the patient portal iPatient. The registration desk accepts cash and bank cards;
 - 2.7.2. After receiving the payment, the registration desk gives a visit fee invoice to the patient;
 - 2.7.3. Visit fee payments are verified in the doctor's office.
 - 2.7.4. In case of absence of documents proving an exemption from paying the visit fee, the patient is obliged to pay the visit fee.
 - 2.7.5. In case the patient does not appear for the reserved health care and has not notified the Hospital as required, the Hospital may collect a double visit fee during the next visit.
 - 2.7.6. **The visit fee is not collected:**
 - 2.7.6.1. From patients under 19-years-old;
 - 2.7.6.2. From pregnant patients if presenting a maternal log book;
 - 2.7.6.3. In case of emergency out-patient specialist care, if this is immediately followed by in-patient medical services;
 - 2.7.6.4. In case the patient is referred by a doctor working in the East Tallinn Central Hospital and the patient is visiting the same speciality in the Hospital;
 - 2.7.6.5. In case the patient is referred by a doctor working in the East Tallinn Central Hospital and the patient is visiting a different speciality in the Hospital;
 - 2.7.6.6. In case the patient is referred by the same speciality doctor from another health care provider;
 - 2.7.6.7. In case of payable out-patient visits (the visit is charged according to the Hospital's price list).

2.8. In-patient fee

2.8.1. An insured patient is obliged to pay an in-patient fee of EUR 2.50 for every started calendar day of in-patient care, but no more than for 10 calendar days for the same treated case. A case is ended, and another is started, if the patient is transferred from the Hospital's treatment ward to the rehabilitation ward.

2.8.2. The in-patient fee is not collected:

- 2.8.2.1. For in-patient specialised care relating a pregnancy or childbirth;
- 2.8.2.2. For in-patient specialised care provided to patients under the age of 19;
- 2.8.2.3. For intensive care;
- 2.8.2.4. For day care and day surgery services;
- 2.8.2.5. For independent in-patient nursing care;
- 2.8.2.6. For self-contribution in-patient rehabilitation;
- 2.8.2.7. For payable in-patient health care services;
- 2.8.2.8. For in-patient chemotherapy;
- 2.8.2.9. In case of repeated hospitalisation within 30 days of the end of the initial hospitalisation, if the repeated hospitalisation is caused by a Hospital treatment related adverse event;
- 2.8.2.10. For persons accompanying patients under the age of one;
- 2.8.2.11. In case the patient dies while admitted to the hospital.

2.8.3. **The invoice for bed days** can be paid in cash or card in any of the Hospital's registry desks after being discharged from the ward; in exceptional cases in the patient portal iPatient or by bank transfer.

2.9. The Patient must reserve the out-patient **rehabilitation service** within one month after receiving the referral. If the reservation is not made within the prescribed time, the referral is void and the patient must obtain a new referral to make a reservation.

2.9.1. The patient can change the time reserved for a rehabilitation service once based on the same referral.

2.9.2. If the patient does not give notice and does not appear at the reserved time, the patient is not reserved a new service time, the patient's pre-payment is not refunded, and the pre-payment amount is collected as a contract penalty fee.

2.10. If a patient, including an insured patient, reserves a time for a **payable service** and is prescribed with examinations or procedures or is referred to in-patient care, except in emergency care situations, the patient is responsible for paying all services according to the Hospital's price list.

2.10.1. The patient is issued with a pre-payment invoice, which must be paid before receiving the service.

2.11. In the course or before payable services and/or related services, the patient is informed of the cost of the services and the amount payable, except for the in-patient fee, including the pre-payment amount and payment deadline. The pre-payment must be paid before receiving services.

2.12. The hospital may change the price list. In case the price list is changed, the patient is charged according to the price list valid at the time of receiving the service, except in cases where the patient has pre-paid for the services when reserving the time.

2.13. Payments for payable services

2.13.1. Payment for a payable visit

- 2.13.1.1. Payable visits are paid when making the reservation either in the registration desk or the patient portal iPatsient. In case the reservation is made over the phone, the pre-payment must be made within 24 hours after making the reservation. If the time is reserved less than 24 hours before the visit, the patient must pay before the visit at the reception desk or in the patient portal iPatsient.
- 2.13.1.2. If the patient has not paid for the visit within the prescribed deadline, the reserved time is released, and the relevant invoice is automatically deleted from the Hospital's information system.
- 2.13.1.3. The patient can always change a reserved time. Changes to reserved times must be done before 12 PM on the day before the reserved time. In case the patient does not cancel the reservation on time, the Hospital may withhold the patient's pre-payment for the visit and collect it as a contract penalty fee.

2.13.2. Payment for payable examinations, procedures and other services

- 2.13.2.1. The patient receives an invoice after receiving all ordered examinations/procedures and learning of the results either on a follow-up visit, in the patient portal iPatsient or via e-mail. Examination/procedure results are provided to the patient either during a follow-up visit or by other agreed method.
- 2.13.2.2. Payable examinations, procedures and other services are generally due to be paid within 3 working days.

3. Rights and Obligations of the Parties

3.1. The Hospital is obliged to:

- 3.1.1. Inform the patient of the examination results and health status, possible conditions and their progression, the nature and purpose of health care services provided, related risks and consequences and other possible and necessary health care services and possibilities for receiving information from the attending physician both before and during receiving health care services.
- 3.1.2. Document the provision of health care services according to applicable requirements.

3.2. The Hospital has the right to:

- 3.2.1. Unilaterally change or cancel the time reserved by the patient, if this is required for the Hospital's organisation of work or other reasons. The Hospital shall inform the patient of the changed reservation, including any changes to health care professionals or offices, via the contact details provided to the Hospital by the patient.
- 3.2.2. Refuse to provide services to the patient (incl. time reservations) or terminate the provision of services and withhold paid pre-payments as a contract penalty fee, if:
 - 3.2.2.1. The patient does not agree to the conditions established in the contract for the provision of health care services or violates the same conditions;
 - 3.2.2.2. The patient acts in bad faith towards the Hospital's staff, treats the staff disrespectfully or in any other way violates generally accepted behavioural

norms and principles of acting in good faith;

3.2.2.3. The patient demands a health care service which is not medically required for the patient or if the patient refuses a blood transfusion which is required to prevent health detriment or death of the patient;

3.2.2.4. The patient has overdue payments to the Hospital;

3.2.2.5. The provision of health care services contradicts the conditions of the contract for the provision of health care services or in any other circumstances specified in law.

3.2.3. Request written consent for the provision of health care services. Request written confirmation, if the patient refuses to accept health care services.

3.2.4. Request a contract penalty fee either in the extent of the visit fee, pre-payment or cost of the reserved health care service, if the patient does not appear at the agreed time to receive the health care service and has not notified the Hospital a required.

3.2.5. Collect interest from the patient at 0.75% a day for every day the patient is late with payments for health care services, until the amount is paid in full. The Hospital may transfer its claims against the patient to a company providing debt collection services.

3.2.6. Not refund the visit fee, if the patient leaves the emergency medical centre or women's clinic's emergency reception on the patient's own responsibility and before receiving the service.

3.3. The patient has the right to:

3.3.1. Cancel reserved times without justification. In such cases the patient is liable to pay only for health care services already received, except if the patient has not met the deadline for cancellations (see section 3.4.3).

3.3.2. Respect of private life in relation to the provision of health care services.

3.3.3. Confidentiality of the patient's data by the Hospital. The Hospital shall not disclose the patient's data to third persons, except if this has been agreed to with the patient or prescribed in law.

3.3.4. Respectful treatment of himself/herself and persons close to the patient by the Hospital's staff.

3.3.5. Choose between different health care services and to reject health care services.

3.3.6. Receive quality health care services, corresponding to the general level of medical science at the time of receiving the service, provided at the usually expected level of care by the Hospital. However, the Hospital can't guarantee, that the patient's health improves or that the examination/surgery is successful.

3.3.7. Make proposals and submit complaints regarding the provision and administration of health care services and related services.

3.4. The patient is obliged to:

3.4.1. According to his/her best understanding, disclose all circumstances required for the provision of health care services and assist medical professionals and other persons in the provision of services.

- 3.4.2. Appear on the agreed place and time to receive the health care service.
- 3.4.3. In case the patient can't appear on the agreed time to receive the health care service, the patient must inform the Hospital on the previous working day before 12 PM by calling 666 1900 or any other agreed number from Monday to Friday (except public holidays or national holidays), by e-mail to loobumine@itk.ee or by cancelling the reservation in the patient portal iPatsient.
- 3.4.3.1. In case the patient is receiving radiological-iodine treatment, the patient must notify the Hospital of missing the treatment by e-mailing nukleaar@itk.ee 24 hours before the scheduled service time or by any other means agreed separately between the patient and attending physician. The patient is provided with a new service time.
- 3.4.4. Follow the medically relevant treatment and instructions prescribed by a health care professional both during and after the provision of health care services.
- 3.4.5. While staying in the Hospital, follow the rules of procedure and other introduced requirements established by the Hospital.

4. Informing the patient and giving consent

- 4.1. Health care services are provided with the patient's consent. Before obtaining consent, the health care professional or other specialist must inform the patient of any circumstances as specified in section 3.1.1. At the Hospital's request, consent is given in writing and on a relevant form. The patient may withdraw consent later. Requests for withdrawing consent are generally done in writing.

5. Submitting proposals and complaints

- 5.1. Proposals and complaints must be sent via e-mail to kvaliteet@itk.ee or by mail to Ravi tn 18, 10138 Tallinn. Requirements established for proposals and complaints, together with their processing procedure, has been specified in the '*Procedure for Processing Proposals and Complaints Regarding the Provision of Health Care Services*' approved by the Hospital.

6. Processing of personal data

- 6.1. Personal data is processed according to the personal data processing conditions established in the Hospital.

7. Liability

- 7.1. The Hospital is only liable for wrongful violation of its obligations, specifically for diagnostic and treatment errors and for violating the obligation to inform the patient and to obtain consent.
- 7.2. The patient is liable in case he/she fails to disclose information required for the provision of health care services and does not assist in the provision of providing health care services.

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