

TABLE OF CONTENTS

1	SCOPE OF STANDARD TERMS AND CONDITIONS	2
2	DEFINITIONS.....	2
3	ENTRY INTO HEALTH SERVICE CONTRACT	2
4	MAKING AN APPOINTMENT	3
5	MAIN OBLIGATIONS OF MEDICUM AND PATIENT	3
6	COOPERATION OF PATIENT AND MEDICUM IN PROVISION OF HEALTH SERVICE.....	4
7	CONSENT OF PATIENT FOR PROVISION OF HEALTH SERVICE.....	5
8	PROVISION OF HEALTH SERVICE TO PATIENT WITHOUT CAPACITY TO EXERCISE WILL	5
9	PROVISION OF HEALTH SERVICE TO PATIENT WITHOUT CAPACITY TO EXERCISE WILL	6
10	ENTRY INTO HEALTH SERVICE CONTRACT	6
11	PAYMENT FOR HEALTH SERVICE	6
12	FAILURE TO ATTEND APPOINTMENT	7
13	REFUSAL TO PROVIDE HEALTH SERVICE	7
14	PROTECTION AND DOCUMENTATION OF PATIENT'S HEALTH DATA.....	9
15	COMPLAINTS	10
16	LIABILITY OF MEDICUM	10

1 SCOPE OF STANDARD TERMS AND CONDITIONS

- 1.1 The standard terms and conditions of health services of Medicum (hereinafter the **ST&C**) stipulate the rights, obligations and liability of Aktsiaselts Medicum, Medicum Perearstikeskus AS, OÜ Medicum Dental and OÜ Koduõde (hereinafter jointly **Medicum**) and the patient of Medicum (hereinafter the **Patient**) upon the provision of health services to the Patient in Medicum.
- 1.2 The ST&C are regarded as the standard terms and conditions of a contract for the provision of health services for the purposes of § 760 of the Law of Obligations Act.

2 DEFINITIONS

- 2.1 **Patient** – the person to whom Medicum provide health services or who has expressed the wish to have Medicum provide health services to them.
- 2.2 **Health Care Professional** – a doctor, dentist, nurse and midwife who is registered in the Health Board and provides health services at Medicum.
- 2.3 **Health Service Provider** – every Health Care Professional of Medicum and legal entities Aktsiaselts Medicum, Medicum Perearstikeskus AS, OÜ Medicum Dental and OÜ Koduõde that provide health services.
- 2.4 **Health Service** – the activity of a Health Care Professional for the prevention, diagnosis and treatment of an illness, injury or poisoning. The purpose of the provision of health services is to alleviate the Patient's discomfort, prevent the deterioration of the condition or the exacerbation of an illness, restore and maintain their health and improve the quality of their life. The health services provided by Medicum are listed on its website www.medicum.ee and they include, among others, the issue of health certificates, carrying out tests and taking samples for analysis.

3 ENTRY INTO HEALTH SERVICE CONTRACT

- 3.1 The **health service** contract is deemed to have been entered into by Medicum and the Patient as of the registration of the Patient for an appointment in Medicum or for their first visit to use the home nursing service. The ST&C will apply to the Patient as of registration for an appointment in Medicum or for their first visit to use the home nursing service.
- 3.2 The **health service** contract consists of the ST&C and the terms and conditions agreed with the patient verbally or in writing. In addition to this, the legal relationship between the Patient and Medicum is regulated by the internal rules of Medicum (e.g. the appointment hours of doctors, internal rules of procedure and waiting lists) of which the Patient has been informed, and the legislation applicable to the provision of health services.

4 MAKING AN APPOINTMENT

- 4.1 Registration for a first-time appointment with a family physician or a specialist doctor is possible:
- 4.1.1 on the Medicum website www.medicum.ee;
 - 4.1.2 by telephone (605 0601 Lasnamäe Medicum, Punane 61; 881 1300 Sadama Medicum, Uus-Sadama 21, Tallinn; 605 0615 dental surgery's reception; 731 2260 Tartu Medicum family health centre, Turu 2, Tartu); or
 - 4.1.3 at the receptions of all structural units of Medicum.
- 4.2 Patients for whom the health insurance fund takes over the obligation to cover the cost of the required health services are given the first available appointment in the general queue or an appointment at a later time if requested by the Patient.
- 4.3 Patients looking to receive health service on the basis of Medicum's price list will be registered outside the general queue.
- 4.4 If the Patient's health issue is urgent, it is advisable to register for an appointment over the phone by describing the particular issue. The reception will follow agreed criteria to assess the urgency of the Patient's need for help and will register them for an appointment with the family nurse, the family physician or the doctor on call. The Patient's family physician or the doctor on call will determine the need to send (provide a referral) the Patient to a specialist doctor.
- 4.5 If the Patient needs and Medicum is ready to provide an individual service package, Medicum can provide it based on an agreed fee.
- 4.6 The Patient's doctor or the nurse will register a follow-up appointment with the family physician or the specialist doctor.
- 4.7 The doctor providing treatment for the Patient shall refer them (provide a referral) to the home nursing service. Infoline for the home nursing service: 650 5092.

5 MAIN OBLIGATIONS OF MEDICUM AND PATIENT

- 5.1 The employees of Medicum and Patients treat each other with respect.
- 5.2 Medicum is obliged to provide health services to the people who request it if the requested contract terms and conditions (e.g. the health services requested by the Patient) are not in contravention of the provisions of law or the ST&C.
- 5.3 Based on the health service contract, Medicum undertakes to:
- 5.3.1 provide health services to the Patient;
 - 5.3.2 inform the Patient about the status of their health, the course and results of treatment, and obtain the informed consent of the Patient;
 - 5.3.3 keep confidential the data about the Patient's person and health status that have become known during the provision of the health service (confidentiality obligation);
 - 5.3.4 document the provision of health services are required and preserve the relevant documents (documentation obligations).
- 5.4 Based on the health service contract, the Patient undertakes to:

- 5.4.1 pay a fee for the provision of health services to the extent in which the cost of the health services is not covered by the Estonian Health Insurance Fund or another person (payment obligation);
- 5.4.2 disclose to their best knowledge all of the circumstances required for the provision of health services (information obligation);
- 5.4.3 provide the assistance Medicum needs for the performance of the contract (assistance obligation).

6 COOPERATION OF PATIENT AND MEDICUM IN PROVISION OF HEALTH SERVICE

- 6.1 The Patient comes to Medicum for the appointment at the registered time.
- 6.2 The Patient takes into account the registration activities required before the provision of health services and therefore arrives at Medicum at least 15 minutes before the agreed start of the provision of health services.
- 6.3 The Patient brings a photo ID (passport, ID card or driving license) to the provision of health services. If the patient cannot attend an agreed appointment, they inform Medicum thereof at least 12 hours in advance and a new appointment is made if requested by the Patient.
- 6.4 Medicum provides health services in Estonian or, if agreed with the Patient, in another language.
- 6.5 The Patient has the right to be actively involved in their treatment process and heard by the employee of Medicum during the time allocated for the appointment.
- 6.6 The Patient and Medicum cooperate in order to achieve the best possible treatment result.
- 6.7 The Patient follows the recommendations made by the Health Care Professional for the purposes of recovery and maintaining good health, e.g. the recommendation to not smoke or to exercise more.
- 6.8 In order to achieve the best possible treatment result, the Patient informs the Health Care Professionals who directly provide health services to them of all circumstances that may affect their health status and the provision of health services to them, e.g. chronic illnesses, unhealthy habits, medicines taken.
- 6.9 Medicum gives the Patient information about their health status and the health services they need. Medicum gives the Patient information about the nature, purposes, risks, accessibility and alternatives of the health service the Patient needs.
- 6.10 Medicum may not give the Patient information about their health status and the health services they need if the Patient refuses to accept the information and this does not damage the legitimate interests of the Patient or any other persons.
- 6.11 A certificate for sick leave is issued to a Patient only after the Patient has been examined during an appointment or home visit as required pursuant to Minister of Social Affairs Regulation No. 114 of 26 September 2002 Data and Paper Format of Certificate of Incapacity for Work and the Terms and Conditions of and Procedure for Registration, Issue and Forwarding to Health Insurance Fund of Certificate of Incapacity for Work.

- 6.12 The Patient to whom a certificate for incapacity for work has been issued will not travel abroad for a holiday during the term of the certificate of incapacity for work or abuse the compensation for temporary incapacity for work and the trust of their doctor in any other manner.
- 6.13 The health services of Medicum must correspond at least to the general level of medicine during the provision of the health services and they must be provided with the due diligence expected of the provider of health services. If necessary, the Health Care Professional will include a second specialist.
- 6.14 Medicum cannot promise that the Patient will get well.

7 CONSENT OF PATIENT FOR PROVISION OF HEALTH SERVICE

- 7.1 Medicum only provides health services to the Patient only with the consent of the latter. Medicum presumes that by registering for an appointment, the Patient has knowingly expressed their consent to the receipt of health services.
- 7.2 The consent to the provision of home nursing services is always given and withdrawn in writing.
- 7.3 The Patient has the right to change their mind before or during the provision of health services and withdraw the consent they had given.
- 7.4 Medicum has the right to request the Patient's consent or application for withdrawal of consent in written format or by e-mail. If the consent is given in written format or by e-mail, the application for withdrawal of consent must be submitted to Medicum in the same format.
- 7.5 If the Patient changes their mind during the provision of health services and discontinuing the provision of the health services does not put the Patient's health at risk, the Health Care Professional stops the provision of health services in the manner that is the easiest and safest for the Patient.

8 PROVISION OF HEALTH SERVICE TO PATIENT WITHOUT CAPACITY TO EXERCISE WILL

- 8.1 The Law of Obligations Act stipulates that if a patient is unconscious or incapable of exercising his or her will for any other reason (**a patient without the capacity to exercise his or her will**) and if he or she does not have a legal representative or his or her legal representative cannot be reached, the provision of health care services is permitted without the consent of the patient if this is in the interests of the patient and corresponds to the intentions expressed by him or her earlier or to his or her presumed intentions and if failure to provide health care services promptly would put the life of the patient at risk or significantly damage his or her health.
- 8.2 The presumed will previously expressed by a Patient without the capacity to express his or her will must be ascertained via the Patient's next of kin if possible. The Patient's next of kin must be informed of the Patient's health status, the provision of health services and the associated risks if this is possible in the circumstances.
- 8.3 The Patient's spouse, parents, children and siblings are considered next of kin. Other

persons close to the Patient may also be considered their next of kin if this arises from the Patient's organisation of life, e.g. the Patient's partner.

9 PROVISION OF HEALTH SERVICE TO PATIENT WITHOUT CAPACITY TO EXERCISE WILL

- 9.1 The Law of Obligations Act stipulates that the legal representative of a patient with restricted active legal capacity (parent of an underage child and the guardian appointed by the court for an adult with a mental disorder) shall grant the informed consent for the provision of health services or disclosure of information about the Patient's health status to third persons in the place of the patient in so far as the patient is unable to consider the pros and cons responsibly. Medicum may not follow the decision of the legal representative if it obviously damages the interests of the Patient.

10 ENTRY INTO HEALTH SERVICE CONTRACT

- 10.1 Medicum has the right to postpone the provision of health services if:
- 10.1.1 in the opinion of Medicum, this is reasonable considering the health status of the Patient;
 - 10.1.2 provision of the health services at the agreed time is not possible due to an organisational problem (e.g. illness of the Health Care Professional or fault of medical equipment).
 - 10.1.3 the Patient is late for the appointment;
 - 10.1.4 due to a conflict between the Patient and the Health Care Professional, Medicum is of the opinion that it would be reasonable to refer the Patient to a different Health Care Professional;
 - 10.1.5 the fee payable by the Patient for the health services has not been paid to Medicum;
 - 10.1.6 the home nurse is unable enter the Patient's house to provide home nursing services.
- 10.2 Medicum informs the Patient about the postponement of health services as soon as possible and offers a new appointment as soon as possible.

11 PAYMENT FOR HEALTH SERVICE

- 11.1 The Estonian Health Insurance Fund takes over the obligation to pay for health care for persons covered by health insurance for the health services provided to a Patient who is covered by the health insurance provided by the Estonian Health Insurance Fund or health insurance provided in a European Union Member State pursuant to the procedure set out in the Health Insurance Act and other applicable European Union and Estonian legislation.
- 11.2 The Patient in whose case the obligation to pay for health services is taken over by the

health insurance fund pays the appointment fee set out in the price list to Medicum. Pursuant to the Health Insurance Act, the health insurance fund does not compensate the appointment fee.

- 11.3 The Patient pays Medicum for the health services the cost of which is not compensated by the health insurance fund or a third person according to the price list of Medicum
- 11.4 Medicum has the right to change the price list. The Patient pays for a health service according to the price list valid on the day of its provision.
- 11.5 Persons covered by health insurance and persons not covered by health insurance pay for health services according to the price list of Medicum in the following cases:
 - 11.5.1 if the Patient wants to receive a health service not included in the list of the health services of the health insurance fund;
 - 11.5.2 if the Patient wants to receive a health service included in the list of health services of the health insurance fund outside the general waiting list;
 - 11.5.3 if the Patient does not have a referral by the time of their appointment with a specialist doctor. The health insurance fund will assume the obligation to pay for the health services provided for Patients covered by health insurance but without a referral only in cases set out in subsection 70 (3) of the Health Insurance Act: if the specialised medical care is provided in connection with a trauma, tuberculosis, eye disease, dermatosis or venereal disease or if gynaecological or psychiatric care is provided.
- 11.6 If a Patient who is not insured by the health insurance fund has entered into a health insurance contract with another insurer, Medicum may allow the other insurer pay for the health services on the basis of a letter of guarantee.
- 11.7 The insurer, the Ministry of Social Affairs or the Patient pays for the emergency medical care provided to the Patient after the provision of the health service.

12 FAILURE TO ATTEND APPOINTMENT

- 12.1 If the Patient cannot attend an appointment and fails to notify about this at least 12 hours in advance, Medicum has the right to submit to the Patient an invoice for payment of the cost of readiness to provide the health service. A price is established in the list of health services of the Estonian Health Insurance Fund or in the price list of Medicum for covering the cost of readiness for provision of health services.
- 12.2 If the Patient has purchased a package of rehabilitation services with a certain number of procedures and fails to attend the appointment for provision of rehabilitation services and does not notify about this at least 12 hours in advance, Medicum deems that the procedure took place and does not refund the fee paid for it.

13 REFUSAL TO PROVIDE HEALTH SERVICE

- 13.1 Medicum has the right to refuse to enter into the health service contract or refuse to provide a certain health service within the scope of the health service contract if:
 - 13.1.1 the Patient is late for the appointment;

- 13.1.2 the Patient requests that the health services be provided to them on conditions that are in contravention of the ST&C;
- 13.1.3 the Patient breaches their obligations that arise from the terms and conditions of health service provision agreed verbally or in writing, the ST&C, the internal rules of Medicum or legislation;
- 13.1.4 the Patient breaches the obligation to give Medicum the information required for the provision of the health services;
- 13.1.5 the health service requested by the Patient is not medically justified in the specific situation;
- 13.1.6 the provision of the health service requested by the Patient is a bigger risk to the Patient's life and health than non-provision of the health service;
- 13.1.7 the Patient breaches the obligation to give Medicum assistance for the provision of the health service, incl. does not agree to the health services associated with the provision of the main health service, which makes the provision of the main health service impractical;
- 13.1.8 Medicum does not have the right to provide the requested health service to the Patient according to its activity licence or it does not have the professional competence for the provision of the specific health service;
- 13.1.9 upon the provision of the home nursing service, the Patient's health status and the situation in the Patient's home does not allow for the provision of the home nursing service;
- 13.1.10 the provision of the health service requested by the Patient may put the life or health of an employee of Medicum or a third party at risk;
- 13.1.11 it is impossible for the employees of Medicum to communicate with the Patient in a language the latter can understand and the Patient is unable to include an interpreter, which is why it is impossible for Medicum to obtain the Patient's informed consent to the provision of health services;
- 13.1.12 the Patient attends an appointment when under the influence of alcohol or narcotic substances, or the employees of Medicum are of the opinion that the Patient displays the signs of being under influence of alcohol or narcotic substances listed in the Minister of Social Affairs Regulation No. 37 of 26 June 2014 List of Signs Referring to Intoxication and Methods of Ascertaining Presence or Absence of These Signs;
- 13.1.13 pay a fee for the provision of health services to the extent in which the cost of the health services is not covered by the Estonian Health Insurance Fund or another person (payment obligation);
- 13.1.14 the Patient or a person close to the Patient is rude to the employees of Medicum or uses verbal or physical violence against them.
- 13.2 The refusal to provide health services or the termination of provision of health services is described in the Patient's medical records.

14 PROTECTION AND DOCUMENTATION OF PATIENT'S HEALTH DATA

- 14.1 The Law of Obligations Act stipulates that the presence of another person during the provision of health care services is permitted only with the consent of the patient unless it is impossible to provide the health care services without the presence of the other person, it is impossible to obtain the consent of the patient and failure to provide the health care services would significantly damage the health of the patient.
- 14.2 Medicum is obliged under the Law of Obligations Act to document the provision of health service to the Patient as required and preserve the relevant documents. This means that upon every appointment, Medicum's employees enter data about the Patient's health status and treatment into Medicum's information system. All Health Care Professionals involved with the Patient's treatment process have access to these data.
- 14.3 Medicum performs its confidentiality obligation and keeps secret the data about the Patient's person, private life and their health status that became known to its employees during the provision of health services or performance of their duties.
- 14.4 Pursuant to the Law of Obligations Act, it is permitted to deviate from the duty to maintain confidentiality to a reasonable extent if failure to disclose the information could cause harm to himself or herself or other persons.
- 14.5 The Patient has the right to decide to whom Medicum may disclose information about their health status. The Patient has the right to name persons to whom Medicum may disclose information about their health status. Data of contact persons is registered in Medicum's information system. The Patient also has the right to give a power of attorney to a person of their choice to receive information regarding their health from Medicum.
- 14.6 The Patient has the right to view documents containing data about their health and receive copies of them, unless otherwise provided for by law. Copies must be paid for from the 20th page onwards.
- 14.7 Medicum has the right to record data confirming the provision of health services for the purpose of documenting.
- 14.8 Patients and third parties are permitted to take photos, make sound recordings and film in Medicum only with the consent of the management board of Medicum given in writing or by e-mail in order to protect the health data of other patients.
- 14.9 Medicum generally issues the health data of the Patient to the Patient in Estonian and the Patient can have them translated at their own expense. Medicum is not obliged to issue health data to the Patient in any language other than Estonia, but Medicum and the Patient may in exceptional cases agree in the issue of health data in a foreign language for a fee.
- 14.10 Medicum is not obliged to issue certificates or written explanations in relation to the provision of health services to the Patient or their health status that are not listed in legislation and that Medicum is not expressly required to issue pursuant to legislation. Medicum and the Patient may in exceptional cases agree in the issue of other certificates, the composition of the data described therein and the issue fee.
- 14.11 The personal data of the Patient are processed in Medicum in compliance with the

European Union and Estonian legislation that regulate personal data protection.

15 COMPLAINTS

- 15.1 Disagreements between Medicum and the Patient in relation to the provision of health services, will be resolved without involving third parties.
- 15.2 The Patient can submit feedback, complaints or suggestions about the provision of health services:
 - 15.2.1 via the mailboxes set up at structural units of Medicum;
 - 15.2.2 by e-mail to the address medicum@medicum.ee;
 - 15.2.3 On the Medicum website www.medicum.ee;
 - 15.2.4 by post to the address Punane 61, Tallinn 13619;
 - 15.2.5 at the Medicum office at Floor 5, Punane 61, Tallinn;
- 15.3 All complaints filed by patients to Medicum are immediately registered.
- 15.4 Medicum will respond to a complaint within 30 days of registration of the complaint. The response will be sent to the e-mail or postal address given by the Patient. Medicum does not respond to anonymous complaints or complaints where the person who submitted it states that no response from Medicum is necessary.
- 15.5 The Patient has the right to contact state agencies to obtain an opinion of the activities of Medicum, incl. the Expert Committee on the Quality of Health Services, the Data Protection Inspectorate, the Health Board, the Estonian Health Insurance Fund and the Ministry of Social Affairs.

16 LIABILITY OF MEDICUM

- 16.1 Medicum and the Health Care Professional who directly provides the health services are liable for the wrongful breach of their obligations, especially mistakes in diagnosis and treatment and for breaching the obligation to inform the Patient and obtain their consent.
- 16.2 Medicum is not liable for the possible negative consequences associated with the provision of health services if the health services corresponds to the general level of medicine, the person directly providing the health service has informed the Patient of the associated risks and the Patient has granted their consent for receiving the health service.
- 16.3 Medicum is liable for the activities of the other legal entities that provide services to Medicum and the faults in the equipment used to provide health services.
- 16.4 The circumstance that is the basis of the liability of Medicum and the Health Care Professional who directly provided the health service must be proven by the Patient, unless the provision of the health service to the Patient has not been documented as required.
- 16.5 The period of limitation of a Patient's claim for damage is five years from the time they became aware of the breach of an obligation by Medicum or a doctor and the emergence of damage.