

TERMS AND CONDITIONS FOR THE PROVISION OF "ONE-OFF SERVICES" - DENTISTRY NO. 1/2022

§ 1

GENERAL PROVISIONS

1. Based on these Terms and Conditions for the Provision of One-Off Services, Medicover Sp. z o.o., with its registered office in Warsaw, Al. Jerozolimskie 96 (hereinafter referred to as "Medicover"), enters into the Agreement(s) for the provision of One-Off Services (hereinafter referred to as "Agreement").
2. The Agreement may be entered into for a third party who is a natural person, on the terms and condition set out in the Term and Conditions for the Provision of One-Off Services.
3. An Order Confirmation that includes the personal data of the Customer and Entitled Persons, the Start Date of the Entitlement, the term of the Agreement is deemed as the confirmation that the Agreement has been entered into. The Order Confirmation is sent to the Customer's email address specified upon placing the order.
4. If the Agreement is entered into for a third party, the obligation to pay the fee for the One-Off Services is borne by the Customer.
5. The Customer, or the Entitled Person who is eligible to use the service purchased or paid for, cannot transfer the service to a Beneficiary who has not been identified in the purchase process.
6. Any matters not regulated in the Term and Conditions for the Provision of One-Off Services are governed by provisions of the Civil Code and other legal provisions generally applicable in the Republic of Poland.

§ 2

DEFINITIONS

Terms used in these Terms and Conditions have the following meaning:

1. **Selected Medicover Centre** – a medical facility being the property of Medicover Sp. z o.o., or medical facilities with which Medicover Sp. z o.o. has entered into cooperation agreements.
2. **Customer Care Centre** – a helpline where the Customer can make an appointment (in terms of its date, time and location) for a healthcare service or obtain information regarding healthcare service provided.
3. **Effective Date** – the date specified in the order confirmation.
4. **Order Confirmation** – a document confirming that the Agreement has been entered into.
5. **Fee** – the amount due to Medicover from the Customer for entering into the Agreement, specified during the purchase process in the Online Store.
6. **Customer** – a person entering into the Agreement who must pay the Fee within the deadlines and on the terms and conditions set out in the Agreement.
7. **Entitled Person** (referred to as "Beneficiary" with respect to the purchases made in the Online Store) – a natural person to whom the One-Off Services healthcare service will be provided.
8. **Application to enter into the Agreement** (referred to as the Order with respect to the purchases made in the Online Store) – a proposal to enter into the Agreement, provided by the Customer to Medicover.
9. **Entering into the Agreement** – the Agreement is entered into based on the proposal (Application to enter into the Agreement) and its acceptance by Medicover.
10. **One-Off Services** – healthcare services available for sale in the Online Store, provided during a single visit to the Selected Medicover Centre. One-Off Services include laboratory tests, imaging diagnostics, and consultations with doctors.

§ 3

SUBJECT MATTER AND THE SCOPE OF THE AGREEMENT

1. The subject matter of the Agreement is the provision of the One-Off Service to the Entitled Person.
2. The One-Off Service involves the provision of a healthcare service to the Entitled Person in the Selected Medicover Centre, during the term of the Agreement, in accordance with the selected One-Off Service, and as per these Term and Conditions for the Provision of One-Off Services.
3. The detailed scope of One-Off Services is described in Appendix no. 1 to the Term and Conditions for the Provision of One-Off Services.
4. Medicover reserves the right to change the Selected Medicover Centre that provides One-Off Services during the term of the Agreement.
5. The current list of Selected Medicover Centres is available by visiting www.medicover.pl and by calling the Customer Care Centre.

§ 4

ENTERING INTO AND TERM OF THE AGREEMENT

1. The Agreement is entered into for the period of 3 months starting on the Effective Date.
2. The Agreement is entered into based on the application provided by the Customer.
3. When submitting the application, the Customer pays the Fee due for entering into the Agreement.
4. Providing an incomplete application to Medicover or failure to pay the Fee prevents entering into the Agreement.

§ 5

TERMINATION OF THE AGREEMENT

1. The Agreement expires on the last day of its term, and in the circumstances set out in § 6 (4) (b).
2. The Customer has the right to withdraw from the Agreement within 14 days after the date of the Agreement. The provision of the One-Off Service may start before the lapse of the time frame for the withdrawal from the Agreement at the explicit request of the Customer, and after this request if satisfied, the Customer loses the right to withdraw from the Agreement.

3. In the case of the withdrawal referred to in (2) above, the Fee will be reimbursed to the Customer within 30 days, the bank account specified on the Agreement withdrawal form. In the case of purchases made in the Online Store, the reimbursement is made in accordance with the terms and condition of the Online Store.
4. The withdrawal form, in PDF format ready to be printed and filled in, can be found in the Online Store in the RETURNS tab.

§ 6

PERFORMANCE OF THE AGREEMENT

1. Medicover is obligated:
 - a) provide the Customer with the content of the Terms and Conditions before entering to the Agreement;
 - b) issue the Order Confirmation.
2. The Entitled Person is eligible to be use the healthcare services listed in Appendix no. 1 to the Agreement.
3. The One-Off Service is available as of the date specified in the Order Confirmation, also being the Effective Date. During the term of the Agreement, the Entitled Person may use the One-Off Service only once.
4. In order to perform the One-Off Services Agreement (consultations and imaging diagnostics), the Entitled Person or, if the Entitled Person is a minor, a legal guardian of the Entitled Person or a person duly authorised should:
 - a) contact the Customer Care Centre by phone;
 - b) agree the date for the provision of the healthcare service (consultations, imaging diagnostics) and arrive on the agreed date and at the agreed time to the Selected Medicover Centre or, at the latest 24 hours before the agreed date and time of the service provision, notify it by calling the Customer Care Centre that will not use the service. Failure to appear or to cancel the visit within the specified timeframe will result in expiration of the Agreement;
 - c) present an identification document with photo at the Selected Medical Medicover Centre to confirm the identity of the Entitled Person/Entitled Person's guardian or a person duly authorised. Medicover stipulates that if the identity of the Entitled Person/Entitled Person's guardian or a person duly authorised cannot be verified, the Selected Medicover Centre can refuse to provide the healthcare service;
 - d) present a valid original of the medical referral prior to the provision of a service that requires a referral. In the absence of the medical referral for a service that requires a referral, the Agreement will not be performed;
 - e) before the performance of the Agreement for the Provision of One-Off Service, read the Preparation for Tests and Examinations Instructions, received via electronic means together with the Voucher. In the case of failure to adhere to the instructions, One-Off Services might remain unperformed. In the case of the performance of the One-Off Service after inappropriate preparation for tests and examinations, test and examination results might be inaccurate. Medicover is not liable for the appropriate preparation of the Patient for the provision of One-Off Services.
5. If the Entitled Person is a minor, the healthcare service under the Agreement can be provided only if a legal guardian or a person duly authorised appear, on a case-by-case basis, together with the Entitled Person in the Selected Medicover Centre.

§ 7

COMPLAINT HANDLING PROCEDURE

1. Complaints are examined within 30 days of their receipt, and the person who has filed the complaint is notified of the related decision immediately after the complaint has been examined.

§ 8

FINAL PROVISIONS

1. All notices and declarations addressed to Medicover should be submitted in writing with acknowledgement of receipt, sent by registered letter, or by email to e-dok@medicover.pl
2. All notices and declarations will be sent to the Customer and/or the Entitled Person in a written form, by standard or registered letter, to the contact address of the Customer and/or the Entitled Person, or by email to the email address specified in the application to enter into the Agreement. In the case of a purchase in the Online Store, notices and declarations will be submitted in accordance with the data already existing in Medicover's IT system.
3. If the Customer or the Entitled Person changes his/her address specified in the Application to enter into the Agreement as his/her contact address, or his/her email address, and fails to notify Medicover about the same, it will be deemed that Medicover has fulfilled its obligation to provide a notice or declaration if the relevant letter has been sent to the contact address of the Customer or of the Entitled Person last known to Medicover. In the case of a purchase in the Online Store, the Customer must update his/her personal and address data in Medicover's IT system personally at the Medicover Centre.

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APPENDICES TO TERMS AND CONDITIONS FOR THE PROVISION OF "ONE-OFF SERVICES" - DENTISTRY NO. 1/2022

1. List of appendices constituting an integral part of the Term and Conditions for the Provision of "ONE-OFF SERVICES" - DENTISTRY:
 - Appendix no. 1 – Scope of services, including the list of One-Off Services available to Entitled Persons under individual Scopes of the Agreement;

Medicover Sp. z o.o.

These Terms and Conditions come into force as of 15.07.2022 and apply to agreements entered into as of that date.

APPENDIX NO. 1 TO TERMS AND CONDITIONS FOR THE PROVISION OF “ONE-OFF SERVICES” - DENTISTRY NO. 1/2022 - SCOPE OF SERVICES

SERVICE TYPE
Dentist - consultation
Dental surgeon - consultation
Orthodontist - consultation
Dental implantologist - consultation
Prosthetist - consultation
Periodontal consultation
Dental review for children
Dental physiotherapy
Cephalometric X-ray
Pantomographic X-ray
Pantomographic + cephalometric X-ray
Tooth X-ray
Bitewing X-ray
Teeth whitening - 2 arches
Complete Smile Check
Hygienisation 8 in1
Hygienisation 2in1
Adaptation dental appointment for children
Consultation of an aesthetic doctor in dentistry
Invisalign - Consultation
Hygienisation 3in1