



# General Terms and Conditions of LUX MED Hospital Insurance

For individual clients – Full Care

**GRUPA LUXMED**   
LMG FÖRSÄKRINGS AB

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# Table of contents

<b>1. Introduction .....</b>	<b>4</b>
1.1. Key terms .....	4
1.2. Who is your contracting party?.....	5
1.3. Key provisions of the contract .....	5
1.4. Glossary of insurance terms .....	6
<b>2. Subject matter of the contract:.....</b>	<b>13</b>
2.1. What do we cover? .....	13
2.2. What events entitle Insured Parties to the Service?.....	13
2.3. What services are included in the insurance cover? .....	14
2.4. What services are NOT included in the insurance cover?.....	14
2.5. Grace Period – what is it and how long does it last? .....	15
2.6. When is a Grace Period not used? .....	15
2.7. Exclusions – what events are not covered? .....	16
2.8. When can a Clinic or Hospital refuse to provide the Service? .....	21
2.9. What determines the amount of Premium / How do we calculate the Premium? .....	21
2.10. Who can you insure? .....	21
2.11. Where are the services provided? .....	21
<b>3. Contractual responsibilities .....</b>	<b>23</b>
3.1. What are our responsibilities?.....	23
3.2. What are your and the Insured Parties' responsibilities?.....	23
<b>4. Contract – conclusion, duration, amendments and termination .....</b>	<b>25</b>
4.1. How to conclude a Contract .....	25
4.2. What is required to conclude a Contract? .....	25
4.3. When is a Contract effectively concluded?.....	26
4.4. How often is the Premium paid? .....	26
4.5. Duration of a Contract and Cover Period.....	26
4.6. Termination of a Contract .....	26
4.7. How to renew a Contract in order to extend the Cover Period .....	27
4.8. When will we not extend the Cover Period? .....	27
4.9. What can you change in a Contract? .....	27
4.10. How will we make changes? .....	27

4.11.	When and how can you withdraw from a Contract? .....	28
4.12.	When and how can you terminate a Contract? .....	28
4.13.	When can we terminate a Contract? .....	28
4.14.	Individual continuation of LUX MED group insurance .....	29
<b>5.</b>	<b>Benefit from the insurance .....</b>	<b>30</b>
5.1.	How to benefit from the insurance?.....	30
5.2.	What documents do we need to make a decision?.....	30
5.3.	How will you learn about our decision? .....	31
5.4.	When will we provide the Service?.....	31
<b>6.</b>	<b>Legal information.....</b>	<b>32</b>
6.1.	Who and how can file a complaint? .....	32
6.2.	What should a complaint contain? .....	32
6.3.	How do we handle complaints?.....	32
6.4.	What to do once the complaint procedure has been exhausted?.....	33
6.5.	Processing of personal data .....	33
6.6.	What are the underlying laws for a Contract? .....	37
6.7.	What to do if you do not accept our decision?.....	37
6.8.	Where to send requests, representations and notices? .....	37
6.9.	What is the effective date of these GTCI?.....	38
6.10.	List of appendices .....	38

# 1. Introduction

## 1.1. Key terms

Here are the key insurance terms that you should know before reading the GTCI. All defined terms can be found in the chapter titled

“Glossary of insurance terms.”



### **Insurer**

LMG Försäkrings AB, with its registered office in Stockholm, Sweden, operating in Poland through its branch: LMG Försäkrings AB Spółka Akcyjna Branch in Poland, with its registered office in Warsaw (hereinafter: we).

### **Policyholder**

The person entering into an insurance contract (hereinafter: you).

### **Insured Party**

A person who, at your request, may be covered by insurance; the Insured Party can also be you.

### **Hospital Care Coordinator**

The person responsible for organising the service (abbreviated as HCC).



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## **General Terms and Conditions of Insurance**

This document together with the appendices; it contains key information about the insurance (hereinafter: GTCI)

### **Policy**

A document confirming the conclusion of an insurance contract.

### **Insurance Application**

The document you fill in if you wish to conclude an insurance contract; based on the application, the Insurer will decide who and under what conditions will be covered by insurance (hereinafter: Application).

### Grace Period

The period that must elapse before the Insured Party becomes eligible for certain services.

### Limitations and disclaimers of liability

Situations in which the Insurer will not provide services in part or in full.

### Cover Period

The period during which the Insurer provides insurance cover.

### Premium

The insurance fee; its amount and frequency of payment are specified in the Policy.

### Insurance Service

The service that the Insurer will provide if an insured event occurs.

### Insured Event

A circumstance or situation that calls for the Insurer to provide a service.



## 1.2. Who is your contracting party?

You conclude the insurance contract with us, i.e. LMG Försäkrings A.B. with its registered office in Stockholm (102 51), Box 27093, Sweden, operating in Poland through its branch LMG Försäkrings AB S.A. Branch in Poland with its registered office in Warsaw (go to the Glossary of insurance terms for our full details).

## 1.3. Key provisions of the contract

Information contained in the General Terms and Conditions of Insurance IUS/4/2026

Type of information	GTCl provision number
1. The rationale for our performance	clause 1.4 par. 1, 4, 10, 26; clause 2.1, 2.2 par. 3, 4, 5, clause 2.3 par. 6, clause 5.1 par. 1, 2, 3, clause 5.4 par. 13, Appendix No 1 clauses 1, 2, 3, Appendix No 2 clauses 1, 2.
2. Limitations and exclusions of our	clause 2.5 par. 8, 9, clause 2.7, clause

liability entitling us to refuse to  
perform or reduce the scope of  
performance

2.11, clause 4.2 par. 4, clause 5.1,  
Appendix No 1 clauses 1, 2, 3, clause  
5.4 par. 9, Appendix No 2 clauses 1, 2.

## 1.4. Glossary of insurance terms

Below are definitions of the terms used in the GTCI. All words of masculine gender (such as the Policyholder, Insured Party, Partner, Doctor, etc.) include the feminine gender as well.

Term	Definition
1. <b>Disease</b>	A physical or mental condition of the body that is abnormal according to the established medical knowledge.
2. <b>Rare Disease</b>	An affliction which, according to Regulation (EC) No 141/2000 of the European Parliament and of the Council of 16 December 1999 on orphan medicinal products, has a prevalence of not more than 5 per 10,000 persons in the population. It is most often genetically conditioned and has long and often serious course. It leads to premature death or causes disability. It usually manifests itself in childhood.
3. <b>High-risk Pregnancy</b>	<p>A pregnancy which carries risks factors concerning the mother or foetus. The risk factors may:</p> <ol style="list-style-type: none"><li>increase the incidence of complications during pregnancy and delivery;</li><li>endanger the health or life of the mother or foetus.</li></ol> <p>These risk factors necessitate that the pregnant woman be taken care of and/or the baby be delivered at a level III perinatal care centre.</p>
4. <b>Minor Injury</b>	A trauma which requires surgical or orthopaedic assistance but does not require hospitalisation or medical procedures in an operating room.
5. <b>Hospitalisation</b>	Stay at a hospital ward in order to be diagnosed, deliver a baby or receive treatment, which includes

Term	Definition
	<p>undergoing surgeries necessitated by an Accident or Disease.</p> <p>There are two types of hospitalisation:</p> <p>a. <b>Planned Hospitalisation</b> – stay at a hospital ward which:</p> <ol style="list-style-type: none"><li>I. takes place at a scheduled time;</li><li>II. may be postponed for at least 7 days from the time of confirmation that Hospitalisation is necessary; provided that the postponement may not exceed the period after which the patient becomes prone to a foreseeable serious deterioration of health or his/her chances of recovery become significantly reduced.</li></ol> <p>b. <b>Emergency Hospitalisation</b> – stay at a hospital ward that should take place in less than 7 days from the time when Hospitalisation is confirmed as necessary by the doctor who qualifies the patient for Hospitalisation; with a stipulation that Hospitalisation must commence before the period after which the patient becomes prone to a foreseeable serious deterioration of health or his/her chances of recovery become significantly reduced.</p>
<hr/> <p>6. <b>Emergency room</b></p>	<p>A hospital unit which:</p> <ol style="list-style-type: none"><li>a. qualifies patients for Hospitalisation;</li><li>b. prepares documents necessary for registration of Hospitalisation;</li><li>c. provides advice and emergency assistance to patients not qualified for Hospitalisation;</li><li>d. places the patient under the care of a hospital team.</li></ol>
<hr/> <p>7. <b>Hospital Care Coordinator (HCC)</b></p>	<p>The Operator’s representative who is responsible for assisting the Insured Party in the performance of the Services as part of the Hospital Care Coordination.</p>

Term	Definition
8. <b>Doctor</b>	A person who pursues a medical profession in accordance with Polish law.
9. <b>Insurance Month</b>	<p>A one-month period commencing on the first day of the Cover Period. Subsequent Insurance Months start on the same day of the next calendar months.</p> <hr/> <p><b>Example:</b> The Cover Period starts on 15 July Each Insurance Month starts on the 15th of the month.</p> <hr/> <p>If a calendar month lacks a day on which the Insurance Month should start, the Insurance Month will start on the last day of that month.</p> <hr/> <p><b>Example:</b> The Cover Period starts on 31 March, so the subsequent Cover Period starts on 30 April, as 31 April does not exist.</p> <hr/>
10. <b>Accident</b>	A sudden event occasioned by an external cause independent of the will or health of the Insured Party, in which the Insured Party suffered physical injury, including a rupture of anatomical structures of the musculoskeletal system. An Accident does not include Diseases or afflictions, even those that occur suddenly.
11. <b>Cover Period</b>	A period during which we are liable towards the Insured Party for events covered by insurance.
12. <b>Operator</b>	An entity coordinating the provision of Services on our behalf.
13. <b>Emergency Care</b>	A medical service for persons whose health has suddenly deteriorated and may deteriorate further if they don't receive immediate medical assistance.
14. <b>Clinic</b>	A healthcare institution that provides outpatient

Term	Definition
	services, operates in Poland and in accordance with Polish law.
15. <b>Policy</b>	A document confirming the conclusion of an insurance contract.
16. <b>Premium</b>	The amount due to us under the Insurance Contract. Its amount and payment date are set out in the Policy.
17. <b>Hospital</b>	A healthcare institution that provides hospital services, operates in Poland and in accordance with Polish law. A Hospital also includes Clinics that are part of the Hospital (the so-called hospital clinics).
18. <b>Service</b>	The services provided under the insurance, i.e.: <ol style="list-style-type: none"><li>Hospital service – medical service related to Hospitalisation or Emergency Care, provided by a Hospital, and in certain situations – also by Clinics;</li><li>Obstetric and neonatal service – in accordance with the insurance cover described in <i>Appendix No 2</i>;</li><li>Hospital Health Review (also: Review) – diagnostic imaging, laboratory diagnostics and specialist consulting services provided by a Hospital. The purpose of a Review is preventive healthcare;</li><li>Hospital Care Coordination – services involving assistance in the organisation of Services by a Hospital Care Coordinator (abbreviated as HCC).</li></ol>
19. <b>Policyholder</b>	The person entering into an insurance contract (hereinafter: you).
20. <b>Insured Party</b>	A person covered by insurance. It may either be: <ol style="list-style-type: none"><li>the Main Insured Party – a natural person residing in the territory of the Republic of Poland, who was between 18 and 70 years of</li></ol>

Term	Definition
	<p>age on the date of commencement of the cover, or</p> <p>b. a Co-Insured Party – a natural person indicated by the Policyholder in the Insurance Application, who is covered by insurance. A Co-Insured Party may be:</p> <p>I. a <b>Partner</b> – a spouse or a person running a joint household with the Main Insured Party, not related by kinship, adoption or affinity, who was between 18 and 70 years of age on the date of commencement of the cover.</p> <p>II. a <b>Child</b> – an Adult Child or a Minor Child</p> <ul style="list-style-type: none"><li>○ a <b>Minor Child</b> – own or adopted child of the Main Insured Party or the Partner, aged under 18 of age on the date of submission of the application. The person authorised to make declarations on behalf of a Minor Child is their legal representative, including legal guardian legal guardian.</li><li>○ an <b>Adult Child</b> – own or adopted child of the Main Insured Party or the Partner, aged over 18.</li></ul>

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21. **Insurer**

LMG Försäkrings AB S.A.  
with its registered office in Stockholm (102 51), Box 27093, Sweden, entered in the Registrar of Companies under number 516406-0831, share capital: EUR 5,800,000 (fully paid-up), operating in Poland through its branch: LMG Försäkrings AB S.A. Branch in Poland with its registered office in Warsaw 02-678, ul. Szturmowa 2, entered in the Register of Entrepreneurs of the National Court Register (KRS) kept by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, under KRS No 0000395438, Tax ID No (NIP): 1080011494, that has the status of a large entrepreneur within the

Term	Definition
	meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.
22. <b>Insurance Contract</b>	A contract concluded between you and us on the basis of the Insurance Application and the General Terms and Conditions of Insurance, together with the appendices.
23. <b>Multi-Organ Injury (polytrauma)</b>	An injury affecting several systems or organs at the same time and causing significant damage to at least two areas of the body, potentially disrupting the cardiovascular and respiratory stability of the injured person. Each of these injuries may constitute a life-threatening condition and includes, in particular, conditions requiring urgent intervention and treatment at an anaesthesiology and/or intensive care unit.
24. <b>Insurance Application</b>	A document in which you express your willingness to enter into an Insurance Contract. It can be submitted electronically or during a phone call. On the basis of this application, we will decide whether to conclude or refuse to conclude the Insurance Contract.
25. <b>Highly Specialised Treatment and Diagnostic Methods</b>	The most technically advanced or extensive treatment methods, including robotic surgery, surgical procedures on the intestines, pancreas and liver, arteries, treatment of endometriosis, Functional Endoscopic Sinus Surgery, procedures requiring the use of implantable materials, implants or endoprostheses, neurosurgical procedures on intervertebral discs, procedures using medical glue and diagnostic tests and examinations using PET-CT / PET-MRI scanners, scintigraphic tests, MRI heart tests. The diagnostic tests and examinations referred to in this definition concern preparation for Planned Hospitalisation or post-hospitalisation medical care. In medically

Term	Definition
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justified cases, diagnostic tests and examinations may be carried out on an ad hoc basis during Hospitalisation, to the exclusion of diagnostics and treatment the objective of which can be achieved in an outpatient environment.

## 2. Subject matter of the contract:

### 2.1. What do we cover?

1. The insurance covers:
  - a. the Insured Party's health;
  - b. the consequences of Accidents.
2. If you conclude a Contract which concerns your health, you are both the Policyholder and the Insured Party.

### 2.2. What events entitle Insured Parties to the Service?

3. The Insured Party may report an Insured Event if he/she:
  - a. has contracted a Disease;
  - b. is having maternity notes established;
  - c. is delivering a baby;
  - d. has had an Accident;
  - e. has not used any insurance service for at least 2 years of continuous cover under the Contract.
4. The events that entitle the Insured Party to use the insurance cover are listed in *Table 1*.

*Table 1. Insured events and their dates of occurrence*

	Types of insured event	Date of occurrence
1.	Disease or Accident, plus a referral for hospital treatment (as a result of Disease or Accident)	date of referral
2.	Establishment of maternity notes	date of establishment of maternity notes (in order to enrol in birthing classes)
3.	Delivery	estimated date of delivery entered in the maternity notes, provided that it falls within the Cover Period. If the date of delivery entered in the maternity notes falls no later than 14 calendar days after the end of the

Types of insured event	Date of occurrence
	Cover Period, the Insurer's liability in this respect expires on the date of delivery.
4. Minor Injury or deterioration of health that requires Emergency Care.	date of the Minor Injury or deterioration of health
5. Not using any insurance service for at least 2 years of continuous cover under the Contract.	date of letting us know about your intention to use a Hospital Health Review (provided that 2 years of continuous cover under the Contract have elapsed during which the Insured Party has not used any insurance service thereunder)

5. We are liable for the events that occur during the Cover Period.

## 2.3. What services are included in the insurance cover?

6. The detailed scope of Services available under the insurance is specified in the appendices to the GTCI:
- Appendix No 1* – scope of Services for the Main Insured Party, a Partner and Adult Child;
  - Appendix No 2* – scope of Services for a Minor Child.

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**Example:** What is the difference between a service and an event?

Mr. Gregory was walking down the street. He awkwardly tripped, fell over and injured his knee. The Doctor decided to start Mr. Gregory's treatment in hospital. Mr. Gregory **received a referral for hospital treatment** ← this was **an insured event**.

Mr. Gregory called the HCC and, with his assistance, arranged a date of surgery at the hospital ← the HCC's assistance and the hospital procedures are **services**.

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## 2.4. What services are NOT included in the insurance cover?

7. We do not pay out or refund money under the insurance. Specifically, we will not reimburse the Insured Party for the costs of Services organised and received by him/her independently:

- a. before reporting the incident to us; or
- b. while awaiting our decision to provide or refuse to provide the Service; or
- c. despite our positive decision to provide the Service.

## 2.5. Grace Period – what is it and how long does it last?

8. Insurance cover is subject to the so called Grace Period. A Grace Period is the time that must elapse from the beginning of the Cover Period before the Insured Party becomes entitled to the Service. The Grace Periods used in the Contract are as follows:
  - a. 3 months – for Planned Hospitalisation and birthing classes;
  - b. 10 months – for Highly Specialised Treatment and Diagnostic Methods and for obstetric and neonatal services, excluding birthing classes, for which the Grace Period is 3 months.
9. A referral for hospital treatment must be issued after the Grace Period.

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**Example:** Ms. Żaneta signed an insurance contract on 15 January. The cover commenced on 1 February. During the term of the insurance, Ms. Żaneta got pregnant, and the Doctor set the estimated date of delivery as 5 December. The Grace Period is 3 months for birthing classes. In this case, Ms. Żaneta can attend antenatal classes starting May 1st. For other obstetric and neonatal services, the Grace Period is 10 months. This means that, as of 1 December, Ms. Żaneta becomes entitled to childbirth Services, such as e.g. delivery in a private hospital, post-delivery midwife and neonatologist care.

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10. The Grace Period is determined individually for each Co-insured Party and is calculated from the first day of his/her cover.

## 2.6. When is a Grace Period not used?

11. We do not use a Grace Period for Services related to:
  - a. consequences of an Accident that occurs during the Cover Period;
  - b. Hospital Care Coordination;
  - c. Emergency care.
12. We do not use a Grace Period if you renew an insurance contract immediately after the expiry of its 12-month term (without any interruption in the cover). This applies only to those Insured Parties included in the new contract who were also covered under the previous contract.
13. If the Insured Party previously had insurance which covered Hospitalisation with us as the Insurer, we will count the duration of that insurance towards the Grace Period for:
  - a. Planned Hospitalisation, excluding oncology – if such Hospitalisation covered by the previous insurance,

- b. Obstetric and neonatal services – if they were covered by the previous insurance.

This rule applies if the previous cover for the Insured Party ended no earlier than 3 months before the start of the Cover Period under the Insurance Contract. If the Insured Party was covered by several insurance policies, then this rule applies only to the Insurance Contract with the latest end date.

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**Example:** Mr. Stanisław was covered by LUX MED group Hospital Insurance for individual clients – Full Care. As of 31 March, he terminated the contract with his employer, but wanted to retain the insurance. He entered with us into an individual LUX MED Hospital Insurance for individual clients – Full Care contract, with cover starting on 1 April. Therefore, the period of the previous (group) insurance was counted towards the Grace Periods.

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## 2.7. Exclusions – what events are not covered?

14. Our liability does not cover insured events that result from the circumstances indicated in *Tables 2* and *3* and the Services listed in *Table 4*.

*Table 2. External events beyond the Insured Party's control*

### External events beyond the Insured Party's control

1. Warfare, hostilities, martial law, civil war, revolution, state of emergency, civil coup d'état, acts of terrorism.
2. States of emergency due to acts of God, natural disasters, pandemic and epidemic declared and confirmed by the competent government authorities.
3. The effects of nuclear energy, radioactivity and electromagnetic fields, as well as biological and chemical agents, to the extent that they are harmful to humans.

*Table 3. Events caused by actions of the Insured Party*

### Events caused by actions of the Insured Party

1. Military service, participation in military or stabilisation missions, active involvement in riots, commotions or strikes.
2. The use of scientifically unrecognised methods of treatment and unconventional medicine, the use of medicines products not authorised for use in the European Union, the Insured Party's participation in medical experiments, clinical trials or similar health-related research.

## Events caused by actions of the Insured Party

3. Transplantation of organs or tissues, cells, cell cultures (of natural or artificial origin), including by means of autologous transplantation, placement of implants and devices;
4. The Insured Party's competitive practicing of sports requiring physical activity, including participation in club and/or union training or in sports associations, practicing sports for profit, participation in sports competitions, as well as participation in fitness or training sports camps. This also includes trips to places with extreme climatic or natural conditions.

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**Important:** The following activities are considered competitive practicing of sports:

- a. recreational practicing of sports in free time aimed solely at leisure, restoring mental and physical strength or maintaining good health;
- b. participation of adult Insured Parties in amateur sports competitions, i.e. sporting events for non-formally affiliated persons or teams, organised outside of sports clubs, leagues, associations or societies;
- c. practising sports by children under 18 years of age in a sports club, class or school.

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5. Practising the following high-risk sports:
    - a. aerial sports and piloting of any motor aircraft;
    - b. ballooning,
    - c. parachuting;
    - d. bungee jumping;
    - e. mountain cycling;
    - f. motor and motorised water sports;
    - g. kitesurfing;
    - h. mountain climbing, rock climbing;
    - i. speleology;
    - j. ski jumping;
    - k. snowboard and skiing, except when practised recreationally on designated routes,
    - l. bobsleigh;
    - m. rafting and other water sports practiced on mountain rivers;
    - n. diving with specialist equipment;

## Events caused by actions of the Insured Party

- o. combat sports;
  - p. hunting;
  - q. horse riding;
- 
6. Driving a vehicle without a licence or without a valid MOT certificate (as required under the applicable regulations) or driving a vehicle under the influence of alcohol, drugs or other intoxicants, psychotropic drugs or substitutes within the meaning of Polish law.
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7. Committing or attempting to commit self-harm, deliberate infliction of a health disorder or suicide.
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8. Committing or attempting to commit a crime or offence.
- 
9. Self-treatment that has not been ordered by a Doctor, failure to follow medical recommendations regarding Services provided under the Contract, modification of the prescribed treatment, or deterioration of health resulting from an act or omission constituting gross negligence.
- 
10. Being under the influence, abusing or being poisoned as a result of voluntarily consumed:
- a. alcohol,
  - b. drugs,
  - c. other intoxicants or psychotropic substances,
  - d. medicines used contrary to the Doctor's recommendations,
  - e. tobacco.

Table 4. Services not covered by insurance

#### Services not covered by insurance

1. immediate treatment of emergency conditions diagnosed on the day of admission to a hospital ward (e.g. stroke, myocardial infarction, pancreatitis, pulmonary embolism), especially those that require treatment in an intensive care unit (e.g. Anaesthesiology and Intensive Care Unit, Cardiac Intensive Care Unit, Stroke Treatment Unit, Neurological Intensive Care Unit, Asthma Treatment Unit) or intensive renal replacement therapy, liver dialysis, ECMO, mechanical ventilation, counterpulsation;

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2. rehabilitation beyond the scope of insurance, and rehabilitation following Hospitalisation in facilities other than those indicated by us;

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3. treatment of Multi-Organ Injuries and their consequences;

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4. placement of prostheses, implants or devices that functionally or anatomically replace sensory organs;

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5. robot-assisted surgeries other than those listed in the insurance cover;

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6. diagnostics and treatment related to gender reassignment, fertility disorders and their consequences;

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7. diagnostics and treatment of congenital genetic defects related to chromosomal aberrations and congenital defects causing recognised disability, Rare Diseases and their consequences;

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8. abortion procedures and treatment of ensuing complications;

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9. prosthetic, orthodontic, periodontological, implantological diagnostics and treatment and their consequences;

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10. diagnostics and treatment, including procedures and surgeries resulting from medical indications, in the field of: aesthetic medicine, plastic surgery (including corrective surgeries) and cosmetology, as well as treatment of their undesirable consequences (unless the scope of Hospital Services stipulates otherwise);

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11. excision of nodules, cutaneous or subcutaneous lesions smaller than 2 cm;

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12. consequences of treatment undergone outside of Hospitals or Facilities indicated by us;

## Services not covered by insurance

13. medical care after Hospitalisation and medical care related to treatment performed during Hospitalization, if they were carried out in facilities other than those indicated by us;

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14. issuance of judgments, certificates, statements and applications unrelated to the need to continue the process of treatment covered by the insurance;

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15. sanatorium and health resort treatment, rehabilitation stays in a nursing home or other healthcare and/or nursing facility;

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16. treatment of HIV, SARS-CoV-2, viral hepatitis (excluding hepatitis A) infections and afflictions resulting from these infections;

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17. home treatment;

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18. diagnostics and treatment without medical indications, including due to the lack of indications for hospital treatment and diagnostics and treatment the objective of which can be achieved in an outpatient environment;

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19. detoxification, rehabilitation procedures and treatment, and their consequences;

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20. treatment of mental diseases, dementia, neurodegenerative diseases (including Alzheimer's disease) and their consequences;

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21. services obtained through unlawful acts or deliberate misrepresentation;

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22. treatment which, due to medical safety standards, requires simultaneous highly specialised and multidisciplinary treatment at a Hospital or Clinic from outside the list of medical facilities available under the Contract;

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23. treatment beyond the scope of these GTCI and the appendices;

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24. treatment of Diseases or consequences of Accidents that were not disclosed to us in the documents required for concluding the Contract and which existed or occurred, or the reasons for their occurrence were known to the Policyholder or the Insured Party, within 12 months prior to the Insured Party's accession to the Contract;

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25. treatment during the first 12 months of an uninterrupted Cover Period, if it results from the Insured Party's prior resignation from a hospital stay in connection with diagnostics or treatment based on a referral to Hospital issued

## Services not covered by insurance

before the beginning of the Cover Period.

### 2.8. When can a Clinic or Hospital refuse to provide the Service?

15. A Clinic or Hospital may refuse to provide the Service to the Insured Party:
  - a. if his/her behaviour violates the principles of social coexistence;
  - b. if he/she violates the organisational regulations of the Clinic or Hospital;
  - c. if he/she obstructs the work or functioning of the respective facility or its staff;
  - d. in the event of an act of God natural disaster, pandemic or epidemic, martial law, state of emergency declared by government authorities, warfare, hostilities, martial law, revolution, civil coup d'état or act of terrorism.
16. Taking into account medical safety standards, a Medical Facility or Hospital may provide the Service to a particular patient with priority over other patients.

### 2.9. What determines the amount of Premium / How do we calculate the Premium?

17. The amount of Premium depends on the age of the Insured Party and the Grace Period.

### 2.10. Who can you insure?

18. Depending on who you wish to insure, you can choose one of the insurance types described in *Table 5*.

*Table 5. Type of insurance*

	Type of insurance	Who can enrol
1.	Individual	Main Insured Party
2.	Partner	Main Insured Party and one Co-insured Party
3.	Family	Main Insured Party and more than one Co-insured Party

### 2.11. Where are the services provided?

19. We provide the services in Poland – at facilities indicated by us. An up-to-date list of the Hospitals in which we provide the services is available at <https://www.luxmed.pl/dla->

This document in its English version is only of informative character,  
in case of any interpretation doubts or discrepancies between Polish and English version, the Polish one  
is applicable

[pacjenta/ubezpieczenia-dla-klientow-indywidualnych/ubezpieczenie-szpitalne-lux-med-  
pelna-opieka](#). For each facility, we provide a list of hospital Services that are available  
there.

## 3. Contractual responsibilities

### 3.1. What are our responsibilities?

1. Our responsibilities are shown in *Table 6*.

*Table 6. What are our responsibilities before and after concluding a Contract?*

	Before concluding a Contract	After concluding a Contract
1.	We will provide the GTCI	We will confirm the conclusion of the Contract by delivering a Policy to you.
2.	We will provide you with information about terms and conditions additional to or different from the GTCI, if we propose them as a result of the insurance risk assessment.	We will inform you if we change our contact details.

### 3.2. What are your and the Insured Parties' responsibilities?

2. Inform us of all known circumstances that we ask about in the Insurance Application and other required documents.
3. Notify us if they change during the term of the Contract.
4. Additionally, your and the Insured Party's responsibilities are defined in *Table 7*.

*Table 7. Responsibilities of the Insured Party and the Policyholder*

Responsibilities of the Policyholder (your responsibilities)	Responsibilities of the Insured Party
a. pay the Premium in the amount and within the time limits specified in the Contract;	a. comply with Doctors' recommendations;
b. inform us about any changes in your and the Insured Party's details provided in the Insurance Application;	b. comply with the rules in force at Clinics and Hospitals;
c. provide the Insured Party with the terms and conditions of the Contract, in	c. follow the instructions of Clinic and Hospital staff;
	d. comply with the Service performance deadlines agreed with us;

**Responsibilities of the Policyholder  
(your responsibilities)**

**Responsibilities of the Insured Party**

- particular the GTCI together with other documents specifying the terms and conditions of insurance, before he/she agrees to be covered by the insurance. You are also required to deliver documents that introduce any changes to the Contract and the GTCI during the term of this Contract;
- d. inform us about the death of the Insured Party;
  - e. inform the Insured Party about a change in our contact details;
- e. arrive at a Hospital or Clinic indicated by us or inform the Operator about your cancellation of the Service no later than 12 hours before the agreed date of its provision. If circumstances prevent you from keeping the appointment, you must inform the Operator about your cancellation immediately after the reason for it arises;
  - f. refrain from any activities hindering or preventing the provision of the Service;
  - g. provide us with full information about your health in the documents required for concluding the Contract;
  - h. provide us with complete medical records evidencing the circumstances of the onset of your ailment, together with your treatment history, so we can verify your health condition and determine the liability for the incident;
  - i. undergo medical examinations organised by us, so we can verify your health condition and determine the liability for the incident, if this is not possible based on the medical records received by us so far.

## 4. Contract – conclusion, duration, amendments and termination

### 4.1. How to conclude a Contract

1. If you wish to conclude a Contract:
  - a. contact us by phone or e-mail;
  - b. submit an Insurance Application;
  - c. accept the terms of insurance, including the amount of Premium.
2. The insurance conditions presented to you are binding:
  - a. for as long as they are displayed in the electronic system made available to you; or
  - b. until you finish your call concerning the conclusion of the Contract.

### 4.2. What is required to conclude a Contract?

3. You can conclude a Contract with us once you and the Insured Parties have provided all the information and disclosed circumstances known to you (them) that are required to conclude the Contract, which we will ask for before its conclusion.
4. We accept Applications that are complete and correctly filled-in. If you fail to inform us about the issues we ask about, in particular regarding the Insured Party's health, we shall not be liable for the consequences of such circumstances.
5. If the Insurance Application does not contain all the requisite information or documents, we will let you know about it and ask that you supplement them. In particular, we may ask you for additional documents or information concerning health. You will have 14 days to provide the missing details. If you fail to do so, your Application will be cancelled and you will need to submit a new one to conclude a Contract.
6. Based on a risk assessment, we may:
  - a. conclude a Contract with you – in accordance with your Application;
  - b. offer you revised terms and conditions of the Contract – this will require your approval made within 14 days from the date you receive the revised language of the Contract;
  - c. refuse to enter into a Contract with you.

### 4.3. When is a Contract effectively concluded?

7. We will be able to conclude a Contract with you if the following cumulative conditions are met:
  - a. we – have accepted your Insurance Application;
  - b. you – have accepted our terms and conditions of the Contract;
  - c. you – have paid the required Premium.
8. The conclusion of the Contract is confirmed with a Policy.

### 4.4. How often is the Premium paid?

9. You can pay the Premium:
  - a. every month;
  - b. every quarter;
  - c. every six months;
  - d. every twelve months.
10. The date of payment of the Premium is the date on which we receive the full amount of the Premium in the account specified by us.
11. For details regarding the amount of the Premium and the dates and manner of its payment, please refer to the Policy.

### 4.5. Duration of a Contract and Cover Period

12. A Contract is concluded for 12 months.
13. The Cover Period lasts until the Contract expires is cancelled or terminated.
14. In the case of a Co-insured Party, the Cover Period ends:
  - a. on the date of his/her being excluded from the Contract in accordance with clause 4.9 par. 22b.
  - b. on the day of his/her death.

### 4.6. Termination of a Contract

15. A Contract is terminated:
  - a. if you withdraw from the Contract – on the day following the day on which we received a withdrawal notice (clause 4.11);
  - b. if you terminate the Contract – on the last day of the month following your termination of the Contract (clause 4.12);
  - c. if you fail to pay the next instalment of the Premium – after 7 days from our call for payment;
  - d. if you do not renew the Contract for another 12 months of cover – on the last day of the Cover Period;

- e. if you turn 70 – on the last day of the Cover Period;
  - f. on the day of your death.
16. The date of termination of the Contract marks the end of the Cover Period.

## **4.7. How to renew a Contract in order to extend the Cover Period.**

17. After 12 months, you may renew a Contract, which will extend the insurance cover for another 12 months.
18. Before renewal of a Contract and extension the Cover Period, we may propose a change in the Premium amount. We will send you an extension proposal at least 60 days before the end of the current Cover Period. The proposal may also include a change in the amount of the Contribution along with an indication of the deadline for its payment.
19. Your payment of the Premium means that:
- a. you accept the proposed change of its amount;
  - b. you wish to extend the Cover Period for another 12 months, starting from the day following the end of the current Agreement.

## **4.8. When will we not extend the Cover Period?**

20. If you do not accept the terms and conditions of insurance or pay the Premium or its first instalment in the new amount by the specified date, the Contract will expire on the last day of the Cover Period. The cover will not be extended for another 12 months.
21. If, at least 10 days before the end of the Cover Period, at least one of the parties (i.e. us or you) communicates to the other party that it does not wish to renew the Contract, the Cover Period will not be extended for another 12 months.

## **4.9. What can you change in a Contract?**

22. During the Cover Period you can:
- a. add new Co-insured Parties to the Contract;
  - b. exclude Co-insured Parties from the Contract. However, you can only do this once in each 12-month term of the Contract in relation to each Co-insured.

## **4.10. How will we make changes?**

23. A change in the terms of a Contract:
- a. is made at your request and requires our approval;
  - b. is confirmed by an annex to the Policy, which we will issue no later than 14 days from the date of receiving your request;

- c. is effective as of the date indicated in the annex to the Policy.

## 4.11. When and how can you withdraw from a Contract?

24. You can withdraw from a Contract for convenience within 30 days of receiving confirmation of the terms and conditions of insurance cover and the legally required information for contracts concluded at a distance.
25. To withdraw from a Contract, you must submit to us a written declaration of withdrawal. You can send the declaration to our e-mail address:  
[obslogaubezpieczenia\\_ind@luxmed.pl](mailto:obslogaubezpieczenia_ind@luxmed.pl).
26. To meet the deadline, you must send a declaration before the deadline for withdrawal from the Contract.
27. If you withdraw from a Contract, you must pay the Premium for the period during which we provided cover.
28. If you conclude a Contract by means of remote communication, you agree to the commencement of the insurance cover before the expiry of the deadline for withdrawal from the Contract in accordance with the rules set forth in par. 1.

## 4.12. When and how can you terminate a Contract?

29. You can terminate a Contract at any time with 1 month's notice. The notice period begins to run on the 1st day of the month immediately following the date of submission of the termination notice by the Policyholder.

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**Example:** We receive a termination notice on 10 September. The one-month notice period will begin on 1 October and the Contract will expire on 31 October.

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30. You can send a termination notice to our e-mail address:  
[obslogaubezpieczenia\\_ind@luxmed.pl](mailto:obslogaubezpieczenia_ind@luxmed.pl).
31. The Contract will expire on the last day of the month following your termination or on a later date specified by you.
32. Re-entering into a LUX MED Hospital Insurance for individual clients – Full Care is possible after 12 months from the date of termination of the existing insurance. The exception is the conclusion of a Contract as a continuation of the LUX MED Group Hospital Insurance.

## 4.13. When can we terminate a Contract?

33. We will terminate a Contract if:

- a. in connection with the conclusion or performance of the Contract, you or the Insured Party commit(s) an offence within the meaning of the Criminal Code is committed;
- b. you or the Insured Party persistently violate(s) our personal rights or other rights and/or personal rights or other rights of entities or persons used by us to perform the Contract, after we have called you or the Insured Party in writing to cease the violations;
- c. you or the Insured Party repeatedly fail(s) to comply with the rules of organisation of work in Clinics and Hospitals or fail(s) to follow with the instructions of the staff of such Clinics and Hospitals, after we have called you or the Insured Party to cease the above-mentioned actions;
- d. you or the Insured Party repeatedly breach(es) the organisational rules of Clinics and Hospitals, after we have called you or the Insured Party to cease the above-mentioned actions.

#### **4.14. Individual continuation of LUX MED group insurance**

34. If you wish to continue the insurance cover provided under the LUX MED Group Hospital Insurance, you must:
  - a. contact us by phone: (22) 339 37 33;
  - b. submit an application for a Contract.
35. We should receive your application within 30 days of the end of the insurance cover provided under the General Terms and Conditions of LUX MED Group Insurance (GTCL code G/001/2022/C) and their subsequent versions.
36. To conclude a Contract and extend the Insured Parties' cover:
  - a. without changing the terms and conditions – we do not require an individual risk assessment;
  - b. with changing the terms and conditions – we may carry out an individual risk assessment.

## 5. Benefit from the insurance

### 5.1. How to benefit from the insurance?

1. In order to use the Services, the Insured Party shall notify the Hospital Care Coordinator about an event covered by the Contract. The HCC's contact details are provided together with the Policy.
2. If you have a referral for Hospital treatment, you must notify us within 60 days of its issuance. If you fail to notify us within this deadline through wilful misconduct or gross negligence, we may reduce the value of the Service accordingly, if the failure aggravated the damage or prevented us from determining the circumstances and consequences of the Accident.
3. If a referral is related to an Accident, you must notify us of its issuance referral within 90 days of the Accident.
4. In certain situations it is impossible to use the insurance. This may be due to:
  - a. a Grace Period (as described in clause 2.4)
  - b. specific situations excluding our liability (as described in clause 2.7).

### 5.2. What documents do we need to make a decision?

5. In order to decide on the Service provision, we need the following documents:
  - a. a complete and correctly filled-in request for the Service; if the event was caused by an Accident, the request must be accompanied by a description of its circumstances. In the case of a Minor Injury or Emergency Care, we treat consent to treatment as a request for the Service;
  - b. in the case of Planned Hospitalisation – a copy of the referral to Hospital and a copy of medical records;
  - c. in the case of the obstetric-neonatal service – a copy of medical records relating to the pregnancy and the attending physician's certificate, issued no earlier than the beginning of the third trimester, stating that the pregnancy is not a High-Risk Pregnancy. If the Insured Party wishes to enrol in birthing classes, she needs to submit the maternity notes.
6. If additional documents, information, medical tests and examinations or consultations are required to determine whether the Insured Party is entitled to the Service, we will inform the applicant of the same within 7 days from the date of receipt of the request for the Service. We will provide the information in writing or in any other manner agreed upon by that person.

### 5.3. How will you learn about our decision?

7. When verifying medical records or a request for the Service, we may determine that the Insured Party is not entitled to the Service. If this is the case, we will inform him/her of the same in a written notice, in which:
  - a. we will indicate the circumstances, the legal basis and the reasons for the refusal;
  - b. we will provide information on the Insured Party's right to seek judicial redress.
8. In the case of a Minor Injury or Emergency Care we will verify the request in terms of the legitimacy of the claim immediately after its receipt. Information on the acceptance or refusal of the claim will be communicated to the person reporting the event.

### 5.4. When will we provide the Service?

9. We will provide a Hospital Service if the Insured Party submits a request for the Service within 60 days after the issuance of a referral to hospital. If you fail to notify us within this deadline through wilful misconduct or gross negligence, we may refuse to provide the Service or reduce its value.
10. We will commence the Service no later than 30 days from the receipt of the request for the Service, on the date agreed with the Insured Party. The Insured Party may indicate a different (later) date.
11. The Hospital Service in the scope of Emergency Care will be provided immediately after we accept the claim.
12. We may be unable to determine whether the Insured Party is entitled to the Service within the time limit specified in par. 7. In such a situation, we will commence the Service within 14 days from the date on which the circumstances have been clarified, while exercising due diligence.

## 6. Legal information

### 6.1. Who and how can file a complaint?

1. Complaints related to the offering, conclusion or performance of the Agreement may be submitted by you, the Insured, the beneficiary or beneficiary of the insurance contract, an heir having a legal interest in determining liability or performing the benefit under the Agreement.
2. A complaint can be filed:
  - a. in writing:
    - I. in electronic form:
      - By sending an e-mail to: [reklamacje.ubezpieczenia@luxmed.pl](mailto:reklamacje.ubezpieczenia@luxmed.pl),
      - via online form: <https://www.luxmed.pl/zgloszenie-reklamacji-ubezpieczenia>,
      - to the address for electronic service entered in the database of electronic addresses AE:PL-71281-48855-GTFED-29, or
    - II. in paper form:
      - by post (within the meaning of the Postal Law) to the address of the registered office of LMG Försäkrings AB S.A. Branch in Poland, Szturmowa 2 Street, 02-678 Warsaw, or by sending it to an institution of an entity dealing with the delivery of correspondence in the European Union,
      - by personal delivery to the address of the registered office of LMG Försäkrings AB S.A. Branch in Poland, Szturmowa 2 Street, 02-678 Warsaw, or
  - b. orally:
    - I. by phone at 22 501 81 60,
    - II. during a visit to our headquarters of LMG Försäkrings AB S.A. Branch in Poland, Szturmowa 2, 02-678 Warsaw, where the complaint will be recorded in the protocol.

### 6.2. What should a complaint contain?

3. The complaint should be addressed to us and contain a concise description of the irregularities, which will allow us to identify the event to which the complaint relates and establish all relevant circumstances.

### 6.3. How do we handle complaints?

4. We will respond to a complaint submitted in accordance with paragraphs 1-3 without undue delay, no later than within 30 days of its receipt.
5. We will provide the response in the same form in which it was submitted (except for a complaint submitted orally (see the box below) and except for the situations described in point 6.7 below.

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**Important:** If the complaint was submitted orally (by phone or during a visit to our branch office in Poland), we will provide the response in electronic form or in paper form, according to the preference of the person submitting the complaint.

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6. We will provide the response using the means of electronic communication by which the Client submitted the complaint, or another means of electronic communication indicated by the client – in the event that the complaint was submitted by the client using the means of electronic communication.
7. The person filing the complaint may request a response to the complaint in a different form than the one submitted by him/her. If it is submitted in electronic form, it may request a written response in paper form. If the complaint has been submitted in writing in paper form, the person submitting it may submit a response in writing in electronic form.
8. In particularly complicated cases, which make it impossible to consider the complaint and respond within 30 days, we may need more time. In such a situation, before the deadline for reply, we will indicate:
  - a. the reason for the delay;
  - b. the circumstances that must be established in order to consider the case;
  - c. the expected deadline for considering the complaint and responding, which will not be longer than 60 days from the date of receipt of the complaint.

### 6.4. What to do once the complaint procedure has been exhausted?

9. If the claims arising from the complaint are not taken into account, the person who filed the complaint may apply for consideration of the case to the Financial Ombudsman (details on the Financial Ombudsman's website: <https://rf.gov.pl/>).
10. The entity authorized to settle consumer disputes out of court, competent for the Insurer, is the Financial Ombudsman (details on the Financial Ombudsman's website: <https://rf.gov.pl/>).
11. A client with the status of a consumer has the right to ask for help from the locally competent Municipal or District Consumer Ombudsman.

## 6.5. Processing of personal data

12. We are the controller of your and Insured Parties' personal data within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter: Regulation). The is processed for the purposes of concluding a Contract and providing insurance cover. If you or the Insured Party have (has) consented to the processing of personal data for marketing purposes or to receive marketing communication, the personal data will be controlled by the LUX MED Group entities – their list is available at [www.luxmed.pl](http://www.luxmed.pl). In any matters related to the processing of personal data by us, you can contact our Data Protection Officer, who is available at: [daneosobowe@luxmed.pl](mailto:daneosobowe@luxmed.pl).
13. You provide your personal data to us at the time of conclusion of a Contract. Personal data of the Insured Parties is provided to us in an Insurance Application (in the case of Co-Insured Parties, their personal data is provided to us by the Main Insured Party). We process the Insured Parties' personal that has been provided in the Application, i.e. first and last name, Personal ID No (PESEL), gender, date of birth, main place where they access healthcare services, address of residence. If the Insured Party is a foreigner, we also process information about his/her nationality and passport number. We may also receive a phone number, but this information is not necessary for us to provide insurance cover to the Insured Parties. In connection with the option of submitting an Application via the electronic platform and thereby enrolling the Insured Parties reported by you in the insurance care, we will also process your e-mail address and the e-mail addresses of the Insured Parties. In order to assess the insurance risk, as part of the medical questionnaire filled in by the Insured Party, we also process personal data of the Insured Party contained therein, including age, weight, height, information about the profession or job position performed (together with its characteristics), information about the Insured Party's employer, as well as information about the Insured Party's health, within the scope resulting from the medical questionnaire. We may ask the Insured Party to provide additional information about his/her health or, on the basis of the authorisation granted by the Insured Party, ask the healthcare institutions used by him/her to obtain information necessary to make a decision on the provision of the Service and its correct coordination or on claim adjustment. If, for the purposes referred to in the preceding sentence, we require the Insured Party's medical records, we will ask him/her for a copy of his/her medical records to the extent necessary, or on the basis of the Insured Party's consent, we will request the relevant healthcare institutions to make the said records available. Consent to the processing of data for marketing purposes includes all information provided to us by you or the Insured Party. This may be e.g. identification data (first and last name, gender, date of birth, age, place). However, we assure you that we never use the Insured Party's medical records that he/she has provided to us or that we have obtained from healthcare entities on the basis of the relevant authorisation – this information may only be accessed by authorised persons.

14. We process your and the Insured Parties' personal data as the Insurer, and the purpose of this processing is the assessment of insurance risk and the performance of the Contract. First of all, we need to accept an Application. This will allow us to establish the Insured Party's identity before rendering the Service, perform the Contract and contact the Insured Party. As the Insurer, we are legally required to assess insurance risk before concluding a Contract and to process personal data in the course of its performance, including for the purpose of coordinating the Insured Party's use of the Services (Article 6(1)(b) of the Regulation in conjunction with Article 41(1) of the Act on insurance activity). As part of our insurance risk assessment, we will process personal data of the Insured Party (including special categories of health data), and this will be done by automated means, including through profiling. The legal basis for such actions by LMG are the regulations governing our business activity as an insurance entity. However, please be informed that the Insured Party always has the right not to be subject to a decision based on automated processing of personal data, and to request human intervention, which we ensure. As a data controller who is an entrepreneur, we have the right to process personal data in order to pursue claims related to our business activity (Articles 6(1)(b) and 6(1)(f) of the Regulation, as the so-called legitimate interest of the controller, which is the pursuit of our claims and protection of our rights). If you or the Insured Party have (has) shared with us an opinion about the Services or lodged a complaint, we may process personal data to consider and respond to it (Article 6(1)(f) of the Regulation, as the so-called legitimate interest of the controller, which is the processing of claims and the protection of the Insurer's interests). As an entrepreneur, we keep accounting books and have tax obligations – we issue invoices for the services we render, which may necessitate the processing of personal data (Article 6(1)(c) of the Regulation in conjunction with Article 74(2) of the Accounting Act of 29 September 1994). If you or the Insured Party have (has) consented to the processing of personal data for marketing purposes, we may process personal data in order to send to you or the Insured Party marketing communications concerning the activities of the LUX MED Group. Such communications may include offers, information about services, events organised by the LUX MED Group entities, promotions and pro-health articles. On the basis of the consent given by you or the Insured Party, we may process personal data obtained in the course of our cooperation for marketing purposes, for example by analysing the data and combining it with other information about you in order to adapt the communications addressed to you to your needs (Article 6(1)(a) of the Regulation).
15. Personal data may be transferred to the following categories of recipients in connection with our business activity:
- a. entities providing us with technical and organisational solutions that enable us to render services and manage our organisation (in particular ICT service providers, courier and postal companies);
  - b. providers of legal and advisory services and services supporting us in pursuing due claims (in particular law firms, debt collection companies);

- c. reinsurance undertakings which will be reinsuring the risk assumed by us under the contract;
- d. Clinics and Hospitals;
- e. the Operator.

As part of the coordination of the service provision, the Insured Party's medical records that he/has submitted to us or that we have obtained on the basis of his/her consent from the relevant healthcare institutions may be made available by LMG Clinics and Hospitals through a coordinator assigned to the Insured Party to support his/her hospitalisation and treatment.

16. On account of the fact that we use services of other providers, such as ICT structure services, personal data of the Policyholder and Insured Parties may be transferred outside the European Economic Area (which is composed of the EU Member States, Iceland, Norway and Liechtenstein). We assure you that in such a case, the data will be transferred on the basis of relevant legal grounds, e.g. an agreement concluded between the Insurer and the respective entity, containing standard personal data protection clauses adopted by the European Commission, or on the basis of the European Commission's adequacy decision pertaining to personal data protection. The Insurer verifies whether personal data is processed securely by the service provider to which it is transferred.
17. One of the ways in which we process personal data is the so-called profiling. Profiling consists in our creating preference profiles based on information about you or the Insured Party, and then using such profiles to customise our services and the content you receive from us. We assure you that we do not process personal data by fully automated means and without human intervention.
18. We store personal data for the duration of the Contract and then for 6 years after its expiry or termination. If we have processed data in order to pursue our claims (e.g. under debt collection proceedings), we process the data for the period of limitation of claims arising from the provisions of civil law. We process all data required for accounting and tax purposes for 5 years from the end of the calendar year in which the tax obligation arose. If you or the Insured Party have (has) consented to the processing of data for marketing purposes, we process the data from the time of granting the consent until its withdrawal. After the expiry of the aforementioned periods, personal data is erased or anonymised.
19. The conclusion of a Contract with us is voluntary, however, as the Insurer, we are obliged to identify you and the Insured Parties and to perform an insurance risk assessment using personal data. Failure to provide data may result in refusal to conclude the Contract or to render the Services. Also, for accounting and tax reasons, we have a legal obligation to process data. Failure to provide the data may e.g. prevent us from issuing an invoice or a personal bill to you. If we receive a phone number from you or the Insured Party, this is voluntary. The absence of this data does not affect the conclusion of a Contract, but it will make it significantly more difficult for us to contact the authorised person in the performance of the Contract. Giving any marketing consent is also

voluntary. This means that the refusal to give such consent does not affect the use of our Services. You and the Insured Party have the right to revoke your consent at any time.

20. As a data controller, we guarantee you and the Insured Party the right of access to your data, as well as the right of rectification, erasure or restriction of processing of your data. You can also object to the processing of your personal data and to its transferring to another data controller. In order to exercise these rights, contact us directly via the phone line or website, or contact our Data Protection Officer. Also, please be advised you and the Insured Party have the right to lodge a complaint with the authority supervising compliance with personal data protection regulations.

## 6.6. What are the underlying laws for a Contract?

21. The applicable law underlying the relations between us and you prior to the conclusion of a Contract, and the applicable law governing the conclusion and performance of the Contract and the resolution of any possible disputes related thereto is the Polish law. Matters that are not covered by the GTCI shall be governed by the provisions of law generally applicable in the territory of the Republic of Poland.
22. Claims for the Services arising from a Contract may not be assigned within the meaning of Article 509 of the Act of 23 April 1964 – the Civil Code, or pledged within the meaning of Article 327 of the Civil Code.
23. We are subject to supervision by the Polish Financial Supervision Authority as regards compliance of our activities with Polish law. The sole supervision over our financial management is exercised by the Swedish regulator.
24. The language used in relations between you and us is Polish.
25. Any amendments to the Contract shall be made in a written, electronic or documentary form, otherwise being null and void.

## 6.7. What to do if you do not accept our decision?

26. An action for a claim arising from the Insurance Contract may be brought in accordance with the provisions on general jurisdiction or before the court having jurisdiction over:
- Your place of residence; or
  - the place of residence of the Insured Party; or
  - the place of residence of the Insured Party's heir.

## 6.8. Where to send requests, representations and notices?

27. Any requests, representations and notices that relate to the performance of a Contract concluded under these GTCI may be sent:
- to the address of our registered branch office in Poland;

This document in its English version is only of informative character,  
in case of any interpretation doubts or discrepancies between Polish and English version, the Polish one  
is applicable

b. electronically to the following e-mail address:

[obslogaubezpieczenia\\_ind@luxmed.pl](mailto:obslogaubezpieczenia_ind@luxmed.pl).

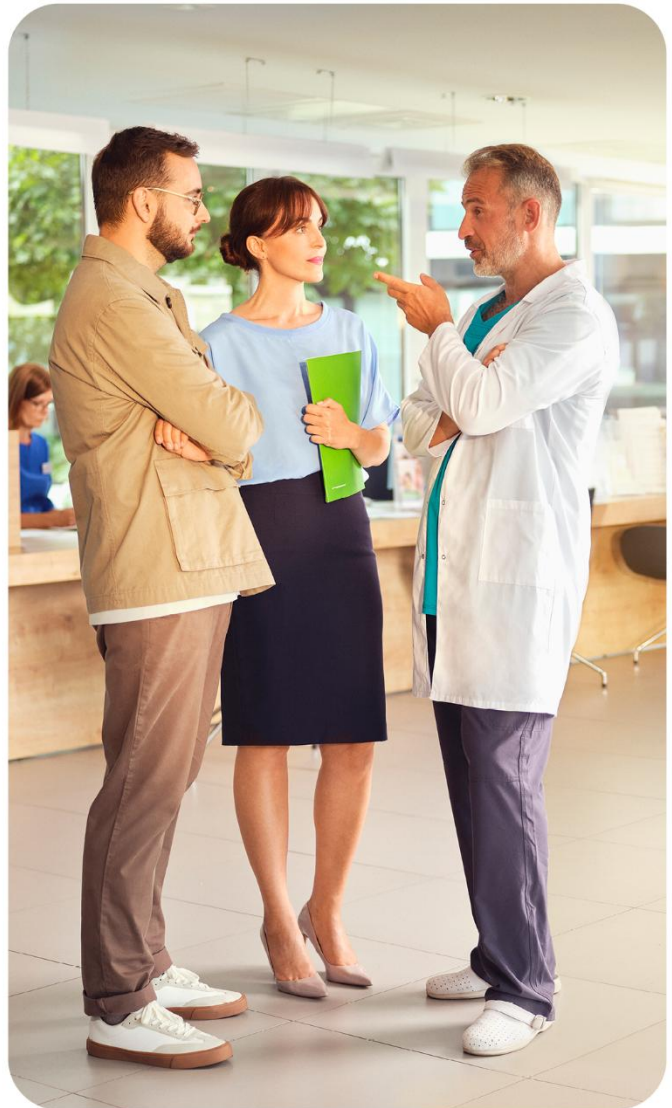
## 6.9. What is the effective date of these GTCI?

28. The General Terms and Conditions of LUX MED Hospital Insurance for individual clients – Full Care (code: IUS/4/2026) have been approved by a resolution of the Management Board and apply to Contracts concluded on or after 12 May 2026.

## 6.10. List of appendices

The following two documents are an integral part of an insurance contract:

- *Appendix No 1* – scope of Services for the Main Insured Party, a Partner and Adult Child
- *Appendix No 2* – scope of Services for a Minor Child



## Appendix No 1

# Scope of Services for the Main Insured Party, a Partner and Adult Child

# Table of contents

<b>1.</b>	<b>Hospital service .....</b>	<b>3</b>
1.1.	Hospitalisation .....	3
1.2.	Psychological consultation .....	6
1.3.	Obstetrics and neonatal services .....	6
1.4.	Pre-hospitalisation medical care.....	6
1.5.	Post-hospitalisation medical care .....	7
1.6.	Rehabilitation.....	7
1.7.	Emergency care.....	8
<b>2.</b>	<b>Hospital Health Review .....</b>	<b>9</b>
<b>3.</b>	<b>Hospital Care Coordination.....</b>	<b>12</b>

# 1. Hospital service

## 1.1. Hospitalisation

We provide Emergency Hospitalisation and Planned Hospitalisation in the following areas of medicine:

### 1. Diagnostics and non-invasive treatment

- a. includes a stay and comprehensive diagnostics and treatment of illnesses at any of the following wards: internal disease, cardiology, pulmonology, allergology, neurology, diabetology, gastroenterology, dermatology, rheumatology, endocrinology, communicable diseases and nephrology;
- b. does not include:
  - I. drug programmes indicated in the announcement of the Minister of Health as a guaranteed benefit, which is delivered using innovative, expensive active substances and which are not financed under other guaranteed services;
  - II. excision of pigmented moles, skin warts, fibromas, lipomas, sebaceous cysts and xanthelasma;
  - III. Hospitalisation involving planned use of a pharmacological therapy for chronic diseases;
  - IV. diagnostics and treatment of consequences of strokes;
  - V. chronic renal replacement therapy carried out outside the period of necessary Hospitalisation covered by the Contract.

### 2. Orthopaedics

- a. includes orthopaedic surgeries, including endoprostheses and orthopaedic fusion materials;
- b. does not include:
  - I. limb lengthening;
  - II. osseointegration procedures;
  - III. spinal surgeries.

### 3. General surgery

- a. includes general surgery procedures;
- b. does not include:
  - I. surgical treatment of obesity;
  - II. chest (thoracic) surgery;
  - III. excision of pigmented moles, skin warts, fibromas, lipomas, sebaceous cysts and xanthelasma.

#### **4. Vascular surgery**

- a. includes surgical procedures on peripheral veins and arteries;
- b. does not include:
  - I. surgical procedures performed in extracorporeal circulation;
  - II. surgeries of aneurysms and vascular malformations;
  - III. embolisation of pathological changes;
  - IV. procedures on intracranial vessels.

#### **5. Gynaecology**

- a. includes gynaecology surgical procedures;
- b. does not include:
  - I. diagnostics and treatment of female fertility disorders and assisted reproduction;
  - II. excision of pigmented moles, skin warts, fibromas, lipomas and sebaceous cysts.

#### **6. Laryngology**

- a. includes laryngological procedures;
- b. does not include:
  - I. hearing and other sensory replacement implants;
  - II. procedures requiring neurosurgical assistance;
  - III. treatment of the consequences of cranio-facial injuries, in particular reconstructive surgery of the facial skeleton.

#### **7. Urology**

- a. includes urological procedures, including robotic prostate surgery;
- b. does not include:
  - I. kidney donation and transplantation, chronic renal replacement therapy carried out outside the period of necessary Hospitalisation covered by the Contract;
  - II. urological procedures related to the correction of the size or shape of genital organs;
  - III. treatment of male fertility disorders and erectile dysfunction;
  - IV. implantation of artificial urinary sphincters;
  - V. vasectomy and revasectomy.

#### **8. Ophthalmology**

- a. includes ophthalmological procedures;
- b. does not include:
  - I. surgical correction of vision impairments (e.g. laser vision correction or phakic lens implantation), except for the implantation of corrective lenses during simultaneous cataract surgery;
  - II. corneal transplant procedures;
  - III. surgical treatment of corneal cone;
  - IV. visual prosthesis procedures.

- V. excision of pigmented moles, skin warts, fibromas, lipomas, sebaceous cysts and xanthelasma

#### **9. Spinal neurosurgery**

- a. includes neurosurgical treatment of spinal discs and RF-thermolesion;
- b. does not include:
  - I. treatment of secondary and primary scoliosis of the spine;
  - II. surgical procedures involving three or more intervertebral discs;
  - III. neurosurgical procedures involving the brain and the skull;
  - IV. procedures on the spinal cord and nerve roots;
  - V. spinal fracture procedures.

#### **10. Surgical oncology**

- a. includes:
  - I. surgical treatment of neoplastic changes, including post-mastectomy plastic reconstruction of breast;
  - II. preventive procedures for oncological indications, including ovariectomy and mastectomy with plastic reconstruction of breast;
  - III. advanced prostate cancer treatment, including robotic surgery of prostate cancer;
- b. does not include:
  - I. extensive surgical treatment of head and neck cancer, including in particular the larynx;
  - II. systemic therapies (chemotherapy, immunotherapy, CAR-T and others) and oncological radiotherapy, either as an isolated treatment or as part of combined treatment;
  - III. treatment of brain tumours, lung tumours and haematological tumours;
  - IV. breast reconstruction, if there are medical contraindications to such a procedure;

For the following areas of medicine, we only provide Planned Hospitalisation:

#### **11. Invasive cardiology**

- a. includes planned invasive cardiology procedures, including necessary post-procedure stays in an intensive care unit (Anaesthesiology and Intensive Care Unit, Intensive Cardiology Supervision Unit);
- b. does not include:
  - I. treatment of acute coronary syndromes – as diagnosed according to the current criteria of the European Society of Cardiology;
  - II. cardiac surgeries;
  - III. implantation of pacemakers, heart valves, cardioverter-defibrillators (ICDs) and devices with analogous or similar functions;

## 1.2. Psychological consultation

12. Insured Parties who have been diagnosed with malignant neoplasm and who receive a Hospitalisation Service in the area of Surgical oncology are given access to psychological consultations. Consultations may be held on site or remotely. We offer up to 5 consultations per 12 months. The date of diagnosis of neoplasm is the date of the histopathological examination.

## 1.3. Obstetrics and neonatal services

13. Obstetric and neonatal services include:
- assistance in natural delivery or delivery by caesarian section;
  - individual care of a midwife during delivery;
  - participation in birthing classes;
  - neonatal care of the newborn.
14. Our liability in respect of obstetric and neonatal services does not include:
- antenatal care
  - Hospitalisation resulting from pregnancy pathologies (both maternal and foetal), if the pregnancy requires care or delivery at a level III perinatal care centre;
  - deliveries in which medical safety considerations, in particular the proximity of a facility in the event of sudden delivery warrant the use of services of a Hospital from outside the list of facilities referred to in clause 2.11 of the GTCI;
  - foetal genetic testing, amniocentesis and cordocentesis;
  - neonatal care for a newborn requiring intensive care at a level III perinatal care centre.

## 1.4. Pre-hospitalisation medical care

15. The scope covers the services of imaging, laboratory diagnostics and specialist consultations that are necessary in the preparation for Hospitalisation. We will determine the scope of all examinations and consultations during the Insured Party's preparation for hospitalisation, after accepting a request for the Service. We will not carry out pre-hospitalisation tests or consultations ordered by a medical facility other than the one indicated by us. Pre-hospitalisation medical care is necessary for:
- determining the necessity of Planned Hospitalisation, its type, method and scope;
  - qualifying the Insured Party for Hospitalisation;
  - determination of the date of a surgery or procedure;
  - development of a treatment plan.
16. Pre-hospitalisation medical care is not the same as:
- diagnosis;
  - treatment monitoring;

- c. general medical advice;
  - d. second medical opinion.
17. The scope does not include:
- a. antenatal care
  - b. outpatient treatment (including procedures and examinations), if during the qualification process the Doctor decides that no Hospitalisation is necessary.

## 1.5. Post-hospitalisation medical care

18. Post-hospitalisation care includes 8 follow-up visits at a medical facility indicated by us. The visits are aimed at monitoring the effects of the undergone procedure and recovery and they take place within 60 days of the discharge from Hospital or until the end of the rehabilitation period referred to in clause 1.6 below.
19. We also provide care in the event of a sudden deterioration of the Insured Party's health after he/she has received the Service. In such a case, the scope of care is adapted to the medical situation and needs, and is aimed at improving or restoring the proper health of the Insured Party. The scope of the Service is determined by the Doctor indicated by us.
20. We provide post-hospitalisation medical care only in respect of the Service rendered under the Contract.

## 1.6. Rehabilitation

21. Post-hospitalisation rehabilitation includes:
- a. the necessary physical therapy and kinesitherapy treatments as recommended by medical or physiotherapy personnel after orthopaedic procedures, lasting up to 12 weeks from the date of discharge from Hospital;
  - b. the necessary physical therapy and kinesitherapy treatments as recommended by medical or physiotherapy personnel after neurosurgical procedures, lasting up to 12 weeks from the date of discharge from Hospital;
  - c. the necessary lymphatic drainage procedures after surgical procedures (e.g. mastectomy) as recommended by the medical or physiotherapy personnel, lasting up to 12 weeks from the date of discharge from Hospital;
  - d. imaging examinations necessary to monitor the course and progress of rehabilitation;
  - e. a Doctor's appointment summarising the rehabilitation period.
22. We will determine the detailed scope of rehabilitation before the end of Hospitalisation. We will not carry out rehabilitation ordered by a medical facility other than the one indicated by us.
23. Our liability for rehabilitation does not include:
- a. rehabilitation procedures resulting from indications other than the consequences of a surgery carried out under the insurance cover;

- b. treatment of fractures using bone fusion stimulators operating based on physical effects (e.g. ultrasonic wave);
  - c. rehabilitation that has been prescribed during the qualification process but needs to be completed before the procedure.
24. We provide rehabilitation only in respect of the Service rendered under the Contract.

## 1.7. Emergency care

25. The Insured Party may consult an Emergency Care Doctor, provided that the Hospital Care Coordinator confirms that the consultation is necessary and appropriate from a medical point of view.
26. As part of Emergency Care, we will provide, depending on medical indications and the range of services available at a given facility:
- a. the intervention of a medical rescue team;
  - b. the necessary medical assistance at a Clinic or Hospital indicated by us;
  - c. the issuance of recommendations on further conservative treatment;
  - d. referral and medical transport to Hospital – in case of medical indications;
  - e. organization of up to 3 medical visits as a continuation of the treatment process and directly related to the services provided during the visit;
  - f. imaging studies necessary to monitor the progress of recovery directly related to the services provided as part of Emergency Care.

The range of Emergency Care services available in a given facility can be found at:

<https://www.luxmed.pl/dla-pacjenta/ubezpieczenia-dla-klientow-indywidualnych/ubezpieczenie-szpitalne-lux-med-pelna-opieka>.

27. Emergency Care does not replace assistance provided as part of the State Medical Rescue system. The Operator may refer the Insured Party to a centre with a higher referral level, if the latter's health and medical safety so require. This does not constitute improper performance of the Contract.
28. Our liability for Emergency Care does not include home visits and health situations where any delay in the provision of medical care available at the nearest healthcare institution poses a direct threat to the life of the Insured Party. This applies in particular to: loss of consciousness; anaphylactic shock; choking; epilepsy; acute and severe allergic reactions resulting from being bitten or stung by venomous animals; drug, chemical or gas poisoning; electric shock; flooding; suicide attempt; falling from a significant height; extensive injury-induced wound, including traumatic amputation of limbs or limb elements; multi-organ injuries; sudden eye or hearing disorders; cranio-facial injuries.
29. The provision of par. 28 does not release the Operator from delivering an emergency healthcare service to a person who requires it due to a threat to his/her life or health, as stipulated in Article 15 of the Act of 15 April 2011 on medical activity (Journal of Laws No 112, item 654), as amended.

## 2. Hospital Health Review

1. A Hospital Health Review is carried out at the Hospital indicated by us, during one day, on a date agreed with the Insured Party. The duration of the Review may be extended beyond one day in medically justified cases, such as the need to repeat an examination in a hospital environment.
2. Depending on the official guidelines, including the Hospital's internal guidelines related to the epidemic situation, the performance of a Hospital Health Review may be conditioned by the Insured Party obtaining a negative result of the recommended test for the SARS-CoV-2 virus (the virus causing COVID-19) valid on the day of the Review. We cover the cost of the test and make it available before the planned Review.
3. The detailed scope of services depends on the gender and age of the Insured Party:

### Hospital Health Review for a woman aged under 40

- |   |   |
|---|---|
| a. Pressure measurement   | f. Resting ECG  |
| b. Measurement of height and body weight  | g. Chest X-ray  |
| c. Urinalysis   | h. Ultrasound of the heart, abdomen, breasts, thyroid, gynaecological |
| d. Blood count with plates and automatic smear  | i. Pap smear  |
| e. Laboratory tests: OB/ESR, Transaminase ALT, GGTP, Creatinine, TSH, FT4, HCV Ab antibodies, HBS antigen, uric acid, lipid profile, D-dimers, fasting glucose, Vitamin D3 metabolite 25 (OH), Sodium, Potassium, Blood group, Ferritin | j. Consultation with an internist and gynaecologist                   |

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Health report and recommendations

### Hospital Health Review for a woman aged 40+

- |  |   |
|--|---|
| a. Pressure measurement                  | f. Resting ECG  |
| b. Measurement of height and body weight | g. Chest X-ray  |
| c. Urinalysis                            | h. Ultrasound of the heart, abdomen, breasts, thyroid, gynaecological |

### Hospital Health Review for a woman aged 40+

- d. Blood count with plates and automatic smear
- e. Laboratory tests: OB/ESR, Transaminase ALT, GGTP, Creatinine, TSH, FT4, HCV Ab antibodies, HBS antigen, uric acid, lipid profile, Homocysteine, D-dimers, fasting glucose, HbA1C, Insulin/fasting insulin, Vitamin D3 metabolite 25 (OH), Vitamin B12, Calcium, Phosphorus, Sodium, Potassium, Blood group, FSH, Testosterone, Ferritin
- i. Mammography
- j. Pap smear
- k. Consultation with an internist, gynaecologist and cardiologist

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Health report and recommendations

### Hospital Health Review for a man aged under 40

- a. Pressure measurement
- b. Measurement of height and body weight
- c. Urinalysis
- d. Blood count with plates and automatic smear
- e. Laboratory tests: OB/ESR, Transaminase ALT, GGTP, Creatinine, TSH, FT4, HCV Ab antibodies, HBS antigen, uric acid, lipid profile, D-dimers, fasting glucose, Vitamin D3 metabolite 25 (OH), Sodium, Potassium, Blood group, Testosterone
- f. PSA panel (PSA, FPSA, FPSA/PSA index)
- g. Resting ECG
- h. Chest X-ray
- i. Ultrasound of the heart, abdominal cavity, thyroid, testicles, prostate
- j. Consultation with an internist and urologist

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Health report and recommendations

### Hospital Health Review for a man aged 40+

- a. Pressure measurement
- b. Measurement of height and body weight
- f. PSA panel (PSA, FPSA, FPSA/PSA index)
- g. Resting ECG

## Hospital Health Review for a man aged 40+

- weight
- c. Urinalysis
- d. Blood count with plates and automatic smear
- e. Laboratory tests: OB/ESR, ALT transaminase, GGTP, Creatinine, TSH, FT4, HCV Ab antibodies, HBS antigen, uric acid, lipid profile, Homocysteine, D-dimers, fasting glucose, HbA1C, Insulin/fasting insulin, Vitamin D3 metabolite 25 (OH), Vitamin B12, Calcium, Phosphorus, Sodium, Potassium, Blood group, Testosterone
- h. Chest X-ray
- i. Ultrasound of the heart, abdominal cavity, thyroid, testicles, prostate
- j. Consultation with an internist, urologist and cardiologist

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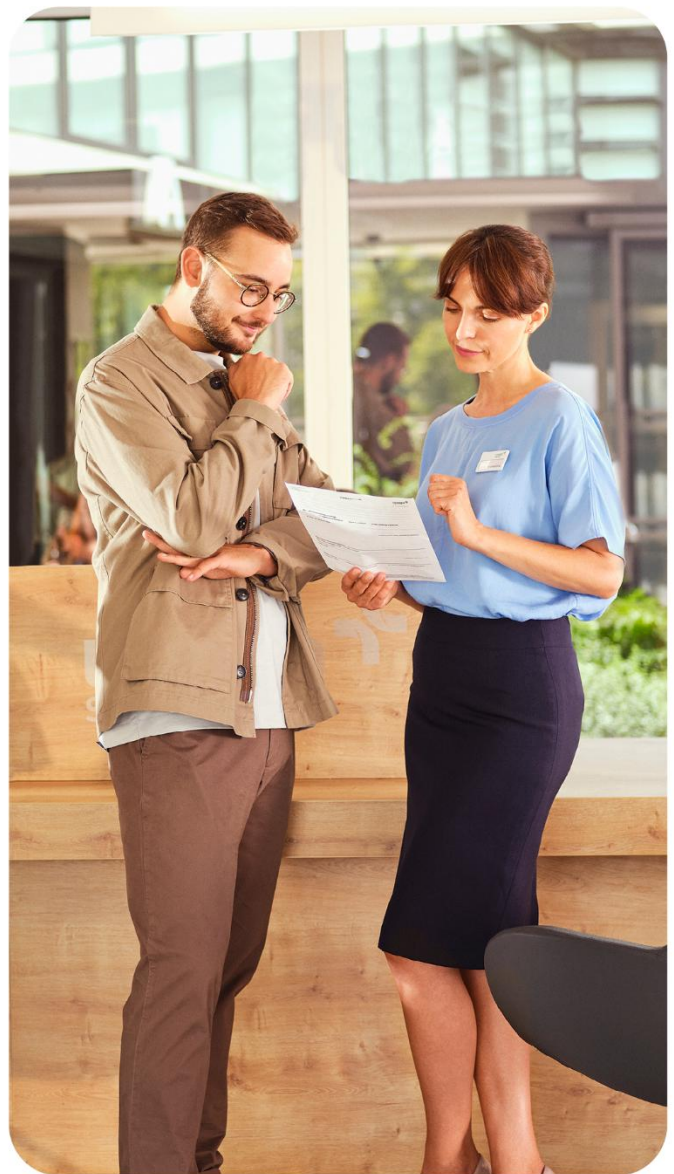
### Health report and recommendations

4. We will not conduct a Hospital Health Review if the Insured Party has a confirmed or suspected infection or any other health disorder that may affect the results of the Service.
5. If there are medical indications, at the request of the Doctor conducting the Hospital Health Review, we may extend the scope of the Review services to include additional tests/examinations, the total cost of which will not exceed PLN 1 000 gross.
6. In the event of failure to appear for the Hospital Health Check-up on the date agreed by the Insured with KOS, we have the right to refuse to reschedule and carry out the Hospital Health Check-up.
7. We may wave or limit the scope of a Hospital Health Review if there are medical contraindications to performing specific examinations.

## 3. Hospital Care Coordination

1. As soon as the Cover Period commences, we will provide the Insured Party with contact details of the Hospital Care Coordination team. The details will be sent by e-mail, text message or letter, depending on what contact details we have received.
2. The Insured Party may use the Hospital Care Coordination services according to his/her needs, i.e. he/she may access all or some of the available services.
3. The scope of services comprising the Hospital Care Coordination includes:
  - a. acceptance of an Insured Party's request for the Service and ongoing contact with the Insured Party during the verification of the request and during the term of the Contract.
  - b. coordination of care for the Insured Party in the case of Emergency Care:
    - I. verification of the entitlement to the Service;
    - II. providing the Insured Party with guidance on further conduct;
    - III. contact with the Admission Room or a Clinic;
    - IV. assistance in the admission to Hospital or Clinic and in the ongoing organisation of necessary examinations and consultations in accordance with the Doctor's recommendations;
    - V. assistance in compiling the Insured Party's medical records;
    - VI. contact with a person authorised to receive medical information about the Insured Party.
  - c. coordination of care for the Insured Party prior to Hospitalisation:
    - I. verification of the entitlement to the Service, including obtaining the Insurer's decision regarding the Insured Party's request;
    - II. presentation of a Hospitalisation offer – a list of available Hospitals and Doctors, and midwives – for the Insured Party who is planning delivery;
    - III. arrangement of a stay, in accordance with the Insured Party's choice;
    - IV. assistance in arrangements for examinations and consultations qualifying for Hospitalisation;
    - V. monitoring the examinations and consultations undergone by the Insured Party;
    - VI. reminding the Insured Party of the date of admission to Hospital and the required documents, as well as confirmation of the Insured Party's attendance at the Hospital;
    - VII. coordination of the circulation of medical records between the Insured Party and the Hospital;
    - VIII. provision of information on the Hospital stay;
  - d. coordination during Planned Hospitalisation:
    - I. handing over all documents necessary for the Insured Party to receive the Service;

- II. ongoing contact with the Hospital;
- III. providing information on the current status of medical procedures to a person authorised to receive medical information about the Insured Party;
- IV. arranging a post-Hospitalisation follow-up visit and presenting a post-Service care plan;
- V. organisation of medical transport, if this is warranted by the medical indications confirmed by us; this includes:
  - wheeled interhospital transport, if we commission medical transport to another entity where the Insured Party will continue treatment under the insurance, as well as transport to another/nearest Hospital where the Insured Party will continue treatment – if further diagnostics and treatment is outside the scope of our responsibility;
  - wheeled transport from the Hospital to the Insured Party's place of stay.
- e. coordination of post-Hospitalisation care, in accordance with the Doctor's recommendations:
  - I. arrangement of the examinations/tests or rehabilitation to be undergone by the Insured Party;
  - II. organisation of wheeled medical transport, if this is warranted by the medical indications confirmed by us; this includes:
    - wheeled transport from the Insured Party's place of stay to the Hospital;
    - wheeled transport from the Hospital to the Insured Party's place of stay.
  - III. compiling the Insured Party's medical records.
- f. coordination of a Hospital Health Review:
  - I. verification of the entitlement to the Service;
  - II. presentation of a list of available Hospitals and Doctors carrying out the Hospital Health Review;
  - III. arrangement of the Hospital Health Review in accordance with the Insured Party's choice;
  - IV. reminding the Insured Party of the date of the Service, the required documents, as well as confirmation of the Insured Party's attendance at the Hospital;
  - V. monitoring the course of the Hospital Health Review;
  - VI. coordination of the circulation of medical records between the Insured Party and the Hospital;
  - VII. providing general information regarding the course of the Hospital Health Review.



Appendix No 2

## Scope of Services for a Minor Child

**GRUPA LUXMED**   
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# Table of contents

<b>1. Hospital service .....</b>	<b>3</b>
1.1. Hospitalisation .....	3
1.2. Pre-hospitalisation medical care.....	4
1.3. Post-hospitalisation medical care .....	5
1.4. Rehabilitation.....	5
1.5. Emergency care.....	6
<b>2. Hospital Care Coordination.....</b>	<b>7</b>

# 1. Hospital service

## 1.1. Hospitalisation

We provide Emergency Hospitalisation and Planned Hospitalisation in the following areas of medicine:

### 1. Diagnostics and non-invasive treatment

- a. includes a stay and comprehensive diagnostics and treatment of illnesses at any of the following wards: paediatrics, cardiology, neurology, diabetology, gastroenterology, dermatology, rheumatology, communicable diseases and nephrology;
- b. does not include:
  - I. drug programmes indicated in the announcement of the Minister of Health as a guaranteed benefit, which is delivered using innovative, expensive active substances and which are not financed under other guaranteed services;
  - II. excision of pigmented moles, skin warts, fibromas, lipomas, sebaceous cysts and xanthelasma;
  - III. Hospitalisation involving planned use of a pharmacological therapy for chronic diseases;
  - IV. diagnostics and treatment of consequences of strokes;
  - V. chronic renal replacement therapy carried out outside the period of necessary Hospitalisation covered by the Contract.

### 2. Orthopaedics

- a. includes orthopaedic surgeries, including endoprostheses and orthopaedic fusion materials;
- b. does not include:
  - I. limb lengthening;
  - II. osseointegration procedures;
  - III. spinal surgeries.

### 3. Paediatric surgery

- a. includes general surgery procedures;
- b. does not include:
  - I. surgical treatment of obesity;
  - II. chest (thoracic) surgery;
  - III. excision of pigmented moles, skin warts, fibromas, lipomas, sebaceous cysts and xanthelasma.

#### **4. Gynaecology**

- a. includes gynaecology surgical procedures for Children above the age of 16;
- b. does not include:
  - I. diagnostics and treatment of female fertility disorders and assisted reproduction;
  - II. excision of pigmented moles, skin warts, fibromas, lipomas and sebaceous cysts.

#### **5. Laryngology**

- a. includes laryngological procedures;
- b. does not include:
  - I. hearing and other sensory replacement implants;
  - II. procedures requiring neurosurgical assistance;
  - III. treatment of the consequences of cranio-facial injuries, in particular reconstructive surgery of the facial skeleton.

- 6. Hospital services also include obstetric and neonatal services in cases where they are required. The scope of the obstetrics and neonatal services coincides with the list provided in clause 1.3 of Appendix No 1 to the GTCI – Scope of Services for the Main Insured Party, a Partner and Adult Child.

## **1.2. Pre-hospitalisation medical care**

- 7. The scope covers the services of imaging, laboratory diagnostics and specialist consultations that are necessary in the preparation for Hospitalisation. We will determine the scope of all examinations and consultations during the Insured Party's preparation for hospitalisation, after accepting a request for the Service. We will not carry out pre-hospitalisation tests or consultations ordered by a medical facility other than the one indicated by us. Pre-hospitalisation medical care is necessary for:
  - a. determining the necessity of Planned Hospitalisation, its type, method and scope;
  - b. qualifying the Insured Party for Hospitalisation;
  - c. determination of the date of a surgery or procedure;
  - d. development of a treatment plan.
- 8. Pre-hospitalisation medical care is not the same as:
  - a. diagnosis;
  - b. treatment monitoring;
  - c. general medical advice;
  - d. second medical opinion.
- 9. The scope does not include:
  - a. antenatal care

- b. outpatient treatment (including procedures and examinations), if during the qualification process the Doctor decides that no Hospitalisation is necessary.

### 1.3. Post-hospitalisation medical care

- 10. Post-hospitalisation care includes 8 follow-up visits at a medical facility indicated by us. The visits are aimed at monitoring the effects of the undergone procedure and recovery and they take place within 60 days of the discharge from Hospital or until the end of the rehabilitation period referred to in clause 1.4 below.
- 11. We also provide care in the event of a sudden deterioration of the Insured Party's health after he/she has received the Service. In such a case, the scope of care is adapted to the medical situation and needs, and is aimed at improving or restoring the proper health of the Insured Party. The scope of the Service is determined by the Doctor indicated by us.
- 12. We provide post-hospitalisation medical care only in respect of the Service rendered under the Contract.

### 1.4. Rehabilitation

- 13. Post-hospitalisation rehabilitation includes:
  - a. the necessary physical therapy and kinesitherapy treatments as recommended by medical or physiotherapy personnel after orthopaedic procedures, lasting up to 12 weeks from the date of discharge from Hospital;
  - b. imaging examinations necessary to monitor the course and progress of rehabilitation;
  - c. a Doctor's appointment summarising the rehabilitation period.
- 14. We will determine the detailed scope of rehabilitation before the end of Hospitalisation. We will not carry out rehabilitation ordered by a medical facility other than the one indicated by us.
- 15. Our liability for rehabilitation does not include:
  - a. rehabilitation procedures resulting from indications other than the consequences of a surgery carried out under the insurance cover;
  - b. treatment of fractures using bone fusion stimulators operating based on physical effects (e.g. ultrasonic wave);
  - c. rehabilitation that has been prescribed during the qualification process but needs to be completed before the procedure.
- 16. We provide rehabilitation only in respect of the Service rendered under the Contract.

## 1.5. Emergency care

17. The Insured Party may consult an Emergency Care Doctor, provided that the Hospital Care Coordinator confirms that the consultation is necessary and appropriate from a medical point of view.
18. As part of Emergency Care, we will provide, depending on medical indications and the range of services available at a given facility:
  - a. the intervention of a medical rescue team;
  - b. the necessary medical assistance at a Clinic or Hospital indicated by us;
  - c. the issuance of recommendations on further conservative treatment;
  - d. referral and medical transport to Hospital – in case of medical indications;
  - e. organization of up to 3 medical visits as a continuation of the treatment process and directly related to the services provided during the visit;
  - f. imaging studies necessary to monitor the progress of recovery directly related to the services provided as part of Emergency Care.

The range of Emergency Care services available in a given facility can be found at:

<https://www.luxmed.pl/dla-pacjenta/ubezpieczenia-dla-klientow-indywidualnych/ubezpieczenie-szpitalne-lux-med-pelna-opieka>.

19. Emergency Care does not replace assistance provided as part of the State Medical Rescue system. The Operator may refer the Insured Party to a centre with a higher referral level, if the latter's health and medical safety so require. This does not constitute improper performance of the Contract.
20. Our liability for Emergency Care does not include home visits and health situations where any delay in the provision of medical care available at the nearest healthcare institution poses a direct threat to the life of the Insured Party. This applies in particular to: loss of consciousness; anaphylactic shock; choking; epilepsy; acute and severe allergic reactions resulting from being bitten or stung by venomous animals; drug, chemical or gas poisoning; electric shock; flooding; suicide attempt; falling from a significant height; extensive injury-induced wound, including traumatic amputation of limbs or limb elements; multi-organ injuries; sudden eye or hearing disorders; cranio-facial injuries.
21. The provision of par. 20 does not release the Operator from delivering an emergency healthcare service to a person who requires it due to a threat to his/her life or health, as stipulated in Article 15 of the Act of 15 April 2011 on medical activity (Journal of Laws No 112, item 654), as amended.

## 2. Hospital Care Coordination

1. As soon as the Cover Period commences, we will provide the legal guardian of the Minor Child with contact details of the Hospital Care Coordination team. The details will be sent by e-mail, text message or letter, depending on what contact details we have received.
2. The Insured Party may, through a legal representative, use the Hospital Care Coordination service according to his/her needs, i.e. he/she may access all or some of the available services.
3. The scope of services comprising the Hospital Care Coordination includes:
  - a. acceptance of an Insured Party's legal representative request for the Service and ongoing contact with the Insured Party during the verification of the request and during the term of the Contract.
  - b. coordination of care for the Insured Party in the case of Emergency Care:
    - I. verification of the entitlement to the Service;
    - II. providing the Insured Party legal representative with guidance on further conduct;
    - III. contact with the Admission Room or a Clinic;
    - IV. assistance in the admission to Hospital or Clinic and in the ongoing organisation of necessary examinations and consultations in accordance with the Doctor's recommendations;
    - V. assistance in compiling the Insured Party's medical records;
    - VI. contact with a person authorised to receive medical information about the Insured Party.
  - c. coordination of care for the Insured Party prior to Hospitalisation:
    - I. verification of the entitlement to the Service, including obtaining the Insurer's decision regarding the Insured Party's request;
    - II. presentation of a Hospitalisation offer – a list of available Hospitals and Doctors, and midwives – for the Insured Party who is planning delivery;
    - III. arrangement of a stay, in accordance with the Insured Party's legal representative choice;
    - IV. assistance in arrangements for examinations and consultations qualifying for Hospitalisation;
    - V. monitoring the examinations and consultations undergone by the Insured Party;
    - VI. reminding the Insured Party legal representative of the date of admission to Hospital and the required documents, as well as confirmation of the Insured Party's attendance at the Hospital;
    - VII. coordination of the circulation of medical records between the Insured Party, his/her legal representative and the Hospital;

- VIII. provision of information on the Hospital stay;
- d. coordination during Planned Hospitalisation:
- I. handing over all documents necessary for the Insured Party to receive the Service;
  - II. ongoing contact with the Hospital;
  - III. providing information on the current status of medical procedures to a person authorised to receive medical information about the Insured Party;
  - IV. arranging a post-Hospitalisation follow-up visit and presenting a post-Service care plan;
  - V. organisation of medical transport, if this is warranted by the medical indications confirmed by us; this includes:
    - wheeled interhospital transport, if we commission medical transport to another entity where the Insured Party will continue treatment under the insurance, as well as transport to another/nearest Hospital where the Insured Party will continue treatment – if further diagnostics and treatment is outside the scope of our responsibility;
    - wheeled transport from the Hospital to the Insured Party's place of stay.
- e. coordination of post-Hospitalisation care, in accordance with the Doctor's recommendations:
- I. arrangement of the examinations/tests or rehabilitation to be undergone by the Insured Party;
  - II. organisation of medical transport, if this is warranted by the medical indications confirmed by us; this includes:
    - wheeled transport from the Insured Party's place of stay to the Hospital;
    - wheeled transport from the Hospital to the Insured Party's place of stay.
  - III. compiling the Insured Party's medical records.