

## General Terms and Conditions of LUX MED Hospital Insurance for individual customers – Orthopaedic Care. Extended Option.

CODE OI/3NH2OPD

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### LIST OF APPENDICES TO THE GTCI

- Appendix No 1 A detailed scope of Services under the LUX MED hospital insurance for individual customers – Orthopaedic Care. Extended Option.
- Appendix No 2 Information obligation clause of LMG Försäkrings AB S.A. Branch in Poland

## Information contained in the General Terms and Conditions of LUX MED Hospital Insurance for individual customers – Orthopaedic Care. Extended Option.

Type of information	Number of the editing unit in the GTCI
Conditions that oblige us to pay compensation and other benefits or insurance purchase price)	§3; §4(1)-(2); §4(8) Appendix No 1: Part I §1(1)(1); §2(1-3); §3(1); §4(1-2); Part II sections 2-3.
Limitations and exclusions of our liability entitling it to refuse to pay compensation and other benefits or to reduce them	§4(3-4); §5(3); §5(2); §12; §13; §16(1-2); Appendix No 1: Part I § 1(1)(2); §2(5); §3(2); §4(3); §5(2-4).

## General Terms and Conditions of LUX MED Hospital Insurance for individual customers – Orthopaedic Care. Extended Option.

CODE OI/3NH2OPD

### § 1 Who are you concluding the Agreement with?

The insurance agreement is concluded between you (hereinafter referred to as the **Policyholder**) and us: LMG Försäkrings AB with its registered office in Stockholm (102 51), Box 27093, Sweden, operating in Poland through a branch of LMG Försäkrings AB S.A. Branch in Poland with its registered office in Warsaw (our full data as the **Insurer** can be found in §2(19)).

### § 2 Definitions

In order to ensure greater legibility of the document, in the General Terms and Conditions of LUX MED Hospital Insurance for individual customers – Orthopaedic Care. Extended Option. (hereinafter referred to as **GTCl**) we use the gender-neutral terms. The terms used in these GTCl and the documents which form an integral part of the Insurance Agreement shall have the following meanings:

1. **Disease** – a physical condition of the body concerning motor system, with the exception of the structures of the spine and chest, that is abnormal according to the generally accepted medical knowledge.
2. **Rare disease** – a medical condition 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 less than 5 out of 10,000 people in the population. It is mostly genetically dependent and has a chronic and often severe course. It leads to premature death or disability. It usually appears in childhood.
3. **Minor injury** – a trauma which requires orthopaedic assistance but does not require Hospitalisation or medical procedures in the operating room.
4. **Hospitalisation** – stay at a hospital ward, aimed at diagnosing or treatment, including conducting operations caused by an Accident or Disease. Hospitalization shall include:
  - 1) **Planned Hospitalisation** – stay at a hospital ward which:
    - a) takes place within the prescribed time limit;
    - b) may be postponed for at least 7 days from the time of confirmation of necessity by the Hospital Physician who qualifies for hospitalisation, provided that the postponement may not exceed the date after which there may be a foreseeable severe deterioration of health or a significant reduction in the chances of recovery.
  - 2) **Emergency Hospitalisation** – a stay at a hospital ward which should take place within less than 7 days from the date of confirmation of necessity by a physician of a Hospital who qualifies for hospitalisation, provided that the time of commencement of hospitalisation may not exceed the time limit after which a foreseeable serious deterioration of health or a significant reduction in the chances of recovery may take place.
5. **Admission Chamber** – the Hospital department which:
  - 1) qualifies patients for Hospitalisation;
  - 2) provides advice and ad hoc assistance to patients not qualified for Hospitalisation;
  - 3) prepares the documents necessary for registration of Hospitalisation;
  - 4) hands over the patient to the hospital ward's team.
6. **Hospital Care Coordinator** (hereinafter **KOS**) – a representative of the Operator responsible for servicing the Insured Party in the performance of the Agreement as part of the Hospital care coordination.
7. **Physician** – a person who holds the required qualifications and authorisations, confirmed by the relevant documents, to practice the medical profession in accordance with the generally applicable provisions of the

- Polish law, including in particular the Act of 5 December 1996 on the professions of physician and dentist.
8. **Accident** – a sudden event caused by a cause independent of the will or health condition of the Insured Party, in which the Insured Party suffered physical injury or a rupture of anatomical structures of the motor system, with the exception of the structures of the spine and chest. An Accident does not include Disease or disease conditions that occur suddenly.
  9. **Coverage Period** – a period during which We are liable towards the Insured Party for events covered by the Agreement.
  10. **Operator** – an entity coordinating the provision of Services on our behalf.
  11. **Emergency care** – a medical service consisting in providing the Insured Party with the necessary orthopaedic assistance and making recommendations regarding further conduct. It also covers medical treatment of Minor injuries. The service is provided in the event of a sudden deterioration of the health condition, where failure to provide immediate medical assistance could lead to further deterioration of the health condition of the Insured Party. Detailed terms and conditions for the provision of the Service are set out in Appendix No 1 to GTCI Part I §2 Emergency care. The services are provided only at Hospitals indicated by us, the list of which should be read before the conclusion of the Agreement.
  12. **Medical Facility** – a healthcare institution that provides outpatient services within the meaning of the Act of 15 April 2011 on medical activity, operating in the territory of and in accordance with the law in force in the Republic of Poland, providing Services based on GTCI.
  13. **Policy** – a document confirming the conclusion of the Agreement.
  14. **Anniversary** – the day of the year corresponding to the date of conclusion of the Agreement, and if in a given calendar month there is no day of the month corresponding to that date – the last day of that month.
  15. **Premium** – the amount due to us under the Agreement. Its amount and payment date are set out in the Policy.
  16. **Hospital** – a healthcare institution that provides hospital services within the meaning of the Act of 15 April 2011 on medical activity, operating in the territory of and in accordance with the law in force in the Republic of Poland, providing Services based on GTCI. The definition of a Hospital within the meaning of the GTCI also includes medical facilities which are part of the Hospital. **List of hospitals** is updated on an ongoing basis and is available at <https://www.luxmed.pl/placowki>.
  17. **Service** – the Agreement provides for the following types of Services:
    - 1) **Hospital Services** – a medical service related to Hospitalisation or Emergency care (including medical treatment of Minor injuries), provided by a Hospital and in some cases also by a Medical Facility. The detailed scope of the Hospital Service is described in Appendix No 1 to the GTCI Part I Hospital Services;
    - 2) **Hospital care coordination** – a service aimed at supporting the Insured Party by KOS in the use of Hospital Services. Detailed terms and conditions for the provision of this service are set out in Appendix No 1 to GTCI Part II Hospital care coordination.
  18. **Insured Party** – the Main Insured Party or the Co-Insured Party. If there is a term Insured Party in the GTCI, this means that it applies to both the Main Insured Party and the Co-Insured Party.
    - 1) **Main Insured Party** – a natural person on whose account the Agreement was concluded, residing in the territory of the Republic of Poland, who on the date of commencement of the coverage is more than 18 years of age and less than 70 years of age.
    - 2) **Co-Insured Party** – a natural person indicated by the Policyholder in the Insurance Application whose health is covered with insurance coverage under the Agreement, and not being the Main Insured Party, on whose account the Agreement was concluded. The Co-Insured Party may be:
      - a) **Partner** – a spouse or a person running a joint household with the Main Insured Party, not related by kinship, adoption or affinity, who on the date of commencement of the coverage was more than 18 years of age and less than 70 years of age.

- b) **Adult Child** – own child or adopted child of the Main Insured Party or of the Partner, who on the date of commencement of the coverage was more than 18 years of age and less than 70 years of age.
19. **Insurer** – LMG Försäkrings AB with its registered office in Stockholm (102 51), Box 27093, Sweden, registered with the Registrar of companies under number 516406-0831, share capital: EUR 5,800,000, fully paid-up, operating in Poland through a branch LMG Försäkrings AB SA Branch in Poland with its registered office in Warsaw, 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 KRS, under KRS No 0000395438, Tax ID Number [NIP]: 1080011494, being a large entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.
20. **Insurance Agreement** (hereinafter referred to as the **Agreement**) – the agreement concluded on the basis of these GTCI. The content of the Insurance Agreement is indicated in these GTCI together with appendices. If, as a result of the medical risk assessment, we proposed conditions additional to or different from the GTCI, which were accepted by the Policyholder prior to the conclusion of the Agreement, the content of the Agreement indicates these GTCI together with appendices and those provisions different from the GTCI.
21. **Multi-organ Injury** – an injury involving several systems or organs at the same time and causing significant damage to at least two areas of the body, potentially disturbing the cardiovascular and respiratory stability of the injured person. Each of these injuries may constitute a condition directly threatening life. In particular, such injury includes conditions requiring urgent thoracic surgery, neurosurgery and staying in anaesthesiology and intensive treatment.
22. **Age of the Insured Party** – the number of full years of age of the Insured Party on the date of commencement of Coverage Period, and then on the date of each Anniversary.
23. **Insurance Application** (hereinafter referred to as the **Application**) – your proposal to enter into the Agreement on the terms and conditions of the GTCI which you submit to us.
24. **High-specialised orthopaedic treatment and diagnosis methods** – the most technically advanced or vast therapeutic methods, robotic surgery, procedures requiring the use of implantable materials, implants or endoprostheses, and diagnostics using PET-CT/PET-MRI scanners, scintigraphy. The diagnostic examinations referred to in this paragraph shall concern preparation for intended Hospitalisation or Post-Hospitalisation medical treatment. In medically justified cases, diagnostic tests may be carried out on an ad hoc basis during the Hospitalisation covered by the insurance, provided that the diagnosis and treatment, the purpose of which may be achieved in outpatient conditions, are excluded in accordance with the provisions of Appendix No 1 to GTCI Part I § 1(1)(2)(d).

### § 3 What is the subject matter of the Agreement?

1. The subject of insurance coverage under the Agreement is the health of the Insured Party. If you conclude the Agreement and it concerns your health, you are both the Policyholder and the Insured Party.
2. The Insured Party may take out insurance in the event of Disease or Accident. The events entitling the Insured Party to benefit from the insurance are the following:
  - 1) the receipt of a referral for hospital treatment at an orthopaedic ward, or
  - 2) Minor injury or
  - 3) deterioration of health concerning motor system, with the exception of the structures of the spine and chest.
3. In the case of an event which entitles you to use the insurance, we will provide the Hospital Service together with the Hospital care coordination.
4. We are responsible for events that occur during the Coverage Period. The date of the event is:
  - 1) the date of issue of the referral for hospital treatment – in the case of receiving the referral by the Insured Party, or
  - 2) the date of occurrence of a Minor injury – in the event of a Minor injury to the Insured Party, or

- 3) the date of deterioration of health – in the event of a situation when the Insured Party suffered a deterioration of health as regards the motor system, except for the structures of the spine and chest.
5. When concluding the Agreement, you can choose one of the following types of cover:
  - 1) Individual – only for the main insured;
  - 2) Partner – for the Main Insured and one Co-Insured (one Partner or one Adult Child);
  - 3) Family – for the Main Insured and at least two Co-Insured (one Partner and one or more Adult Children or at least two Adult Children).
6. Hospital service covering Hospitalisation are provided only in the territory of the Republic of Poland at locations indicated by us, the full list of which is updated on an ongoing basis and available at <https://www.luxmed.pl/placowki>.
7. Hospital service covering Emergency care are provided only in the territory of the Republic of Poland at locations indicated by us, the list of which is updated on an ongoing basis and available at <https://www.luxmed.pl/dla-pacjenta/ubezpieczenia-dla-klientow-indywidualnych/indywidualne-ubezpieczenie-szpitalne-lux-med-opieka-ortopedyczna> section: Documents to be downloaded.

#### § 4 How to use the insurance?

1. In order to benefit from the Services, the Insured Party shall notify the Hospital Care Coordinator of the event covered by the Agreement. We provide contact details to KOS together with the Policy.
2. In order to decide on the provision of the Service, we need the following documents:
  - 1) the complete and correctly filled in application for the performance of the Service, and if the event was caused by an Accident, please attach a description of its circumstances to the application;
  - 2) a copy of the referral to the hospital and a copy of medical records – in the case of Planned Hospitalisation.
3. The application for Benefits must be submitted to us no later than 60 days after the hospital referral has been issued. In the event of a breach of the obligations specified in the preceding sentence due to willful misconduct or gross negligence, we may reduce the service accordingly if the breach contributed to increasing the damage or prevented us from determining the circumstances and the consequences of the accident. In the case of the Hospital benefit for Emergency care (including Minor injury), we treat the Insured Party's consent to receive treatment, granted and registered during a telephone conversation with the Hospital Care Coordinator, as the submission of an application to perform the Service.
4. If additional documents or information, additional tests or physician's consultations are needed to determine whether the Insured Party is entitled to the Service, within no more than 7 days from the date of receipt of the Service application, we will inform the Insured Party filing the application thereof within a deadline of no more than 7 days. We will provide the information to which the person has consented in writing or otherwise.
5. We shall commence the provision of the Service no later than 30 days from the receipt of the application for the provision of the Service, within a deadline agreed upon with the Insured Party. The Insured Party may indicate another later date.
6. It may be impossible to determine whether the Insured Party is entitled to the Service within the time limit specified in section 5. In such a situation, we shall commence the Service within 14 days from the date on which it was possible to clarify all these circumstances, while exercising due diligence.
7. When verifying the Service application and the enclosed medical documentation, we can determine that the Insured Party is not entitled to the Service. We will inform the Insured Party filing the application thereof in writing and indicate the circumstances and the legal basis that justify the refusal. We will also inform you that the Insured Party who does not agree with the decision may pursue claims in court.
8. In the case of the Hospital service in the scope of Emergency care, we shall verify the application submitted in the manner referred to in section 3 above in terms of the legitimacy of the filed claim immediately after its receipt. We provide information about the acceptance or refusal of the claim to the person reporting the event. We provide hospital services in the scope of Emergency care immediately after we accept the claim.

## § 5 What do we require for the conclusion of the Agreement?

1. If you conclude the Agreement remotely, the information about the amount of the insurance premium for the insurance coverage shall be binding:
  - 1) until the end of its presentation in the sales application, or
  - 2) until you complete your telephone conversation on the conclusion of the Agreement.
2. You may conclude the Agreement with us after you and the Insured Parties have provided all the information and circumstances known to you that are required in the Insurance Application and any other information necessary to conclude the Agreement, which we will ask for before entering into the Agreement. We accept Applications that are complete and correctly filled it.
3. We are not liable for the consequences of circumstances that have arisen due to failure to inform us about important issues related to the health condition of the Insured Party.
4. The Insurance Application is submitted via an electronic application.
5. If the Insurance Application does not contain all the required information or documents, then we will immediately notify you and ask for their supplementation, indicating a 14-day deadline for remedying the deficiencies.
6. If the information or documents are not supplemented by you within the time limit indicated by us, we will consider this as your resignation from applying for the conclusion of the Agreement. The Application submitted by you will be cancelled by us, as a result of which the Agreement will not be concluded on its basis.
7. At the stage of verifying the Insured Party's health condition, we may ask the Insured Party to provide additional documents or information.
8. Based on the risk assessment, we can:
  - 1) conclude the Agreement in accordance with the submitted bid;
  - 2) propose amended terms and conditions of the Agreement which require approval of the Policyholder within 14 days from the date of their delivery to the Policyholder;
  - 3) refuse to conclude the Agreement in accordance with the submitted bid.
9. The Agreement is concluded subject to the following cumulative conditions:
  - 1) our acceptance of the Insurance Application or the Policyholder's acceptance of the amended terms and conditions of the Agreement proposed by us in accordance with section 8(2), if we submit such a proposal, and
  - 2) payment of the Premium or the first instalment of the Premium by the Policyholder.The conclusion of the Insurance Agreement is confirmed by the Policy.
10. Using the option to conclude the Agreement remotely, the Policyholder shall not bear any other costs arising from the use of means of remote communication other than the costs of:
  - 1) Internet connection allowing for the use of the electronic application and of the e-mail address indicated by the Policyholder during the conclusion of the Agreement to which the Policy and other documents related to the Agreement will be sent after its conclusion;
  - 2) a telephone call that allows us to contact us, if the customer contacts us by phone in order to conclude the Agreement.

## § 6 For how long do you conclude the Agreement, what are the conditions for extending the coverage and from when are you covered by the insurance?

1. We conclude the Agreement for a period of 12 months from the first day of the Coverage Period. The start

date of the Coverage Period can be found on the Policy.

2. The Insured Party is covered by insurance from the date on which the Coverage Period begins.
3. The Agreement may be renewed (the insurance coverage may be extended) on the Anniversary date for another 12-month Coverage Period, on the terms and conditions set forth in sections 4-8 below.
4. When extending the coverage and renewing the Agreement, we have the right to propose a change in the amount of the Premium due to an increase in our costs of services provided under the Agreement.
5. We will send a proposal to change the Premium to you at least 60 days before the Anniversary date.
6. If you accept our proposal referred to in section 5 above, pay the Premium or its first installment in the new amount at the latest within the deadline indicated in our proposal. Payment of the Premium or its first installment in the new amount constitutes a confirmation of your will to extend the insurance coverage for the next 12-month period of insurance coverage, counting from the last day of the previous Coverage Period.
7. If the Policyholder fails to pay the Premium or its first installment in the new amount within the payment deadline indicated in our proposal, we will deem that you do not agree to the change of the Premium amount and the extension of the insurance coverage for the next 12-month period of Insurance Coverage. In such a case, the Agreement shall expire at the end of the period for which it was concluded.
8. The coverage shall not be extended and the Agreement shall not be renewed for another 12-month Coverage Period, if at least 10 days before the Anniversary at least one of the parties makes a statement to the other party expressing its disagreement with the extension of coverage.

#### **§ 7 When is it possible you withdraw from or terminate the Agreement?**

1. You have the right to withdraw from the Agreement without giving a reason within 30 days from the date of notification of the conclusion of the Agreement or from the date of confirmation of the information referred to in the Act on Consumer Rights, if this is a later date. We deem the deadline observed if, before its expiry, the declaration has been sent.
2. If you conclude the Agreement by means of remote communication, you agree to commence the provision of insurance coverage before the expiry of the deadline for withdrawal from the Agreement in accordance with the principles set forth in section 1. Withdrawal from the Agreement shall not release you from the obligation to pay the Premium for the period in which we provided the insurance coverage.
3. You withdraw from the Agreement by submitting to us a written declaration of withdrawal from the Agreement. You can send your withdrawal to our e-mail address: [obslogaubezpieczenia\\_ind@luxmed.pl](mailto:obslogaubezpieczenia_ind@luxmed.pl). To meet the deadline, it is sufficient to send a statement before the deadline for withdrawal from the Agreement expires.
4. You have the right to terminate the Agreement at any time with one month's notice, which starts on the 1st day of the month immediately following the date of submitting the termination notice by you. You can send the termination notice to our e-mail address: [obslogaubezpieczenia\\_ind@luxmed.pl](mailto:obslogaubezpieczenia_ind@luxmed.pl).
5. We may terminate the Agreement only in the cases specified in the Act and for important reasons specified below:
  - 1) you or the Insured Party committing a prohibited act within the meaning of Article 115 §1 of the Act of 6 June 1997 Penal Code, in connection with the conclusion or performance of the Agreement;
  - 2) persistent violation by you or the Insured Party of personal rights or other rights of the Insurer or entities or persons through whom the Insurer performs the Agreement, after having called upon the Insured Party or the Policyholder in writing to cease the above-mentioned violations;
  - 3) repeated failure by you or the Insured Party to comply with the rules of organisation of work in Medical Facilities and Hospitals or failure to comply with the instructions of such personnel, after having called on you or the Insured Party to refrain from the above-mentioned actions;
  - 4) repeated breach by you or the Insured Party of the organisational rules of the Medical Facilities and Hospitals, after having called on you or the Insured Party to refrain from the above-mentioned actions.

## § 8 Until when is the Agreement valid?

The Agreement shall be terminated:

- 1) on the date on which we received the Policyholder's notice of withdrawal from the Agreement;
- 2) upon the lapse of the last day of the notice period;
- 3) upon the lapse of the last day of the additional 7-day time limit for payment of the next instalment of the Premium, if the instalment has not been paid;
- 4) upon the lapse of the last day of the term of the Agreement, if the coverage is not extended on an Anniversary;
- 5) upon the lapse of the last day of the Coverage period in which any of the Insured Parties attained the age of 70;
- 6) on the date of death of any of the Insured Parties;
- 7) on the date of death of the Policyholder.

## § 9 What is the amount of the Premium and how to pay it?

1. You may pay the insurance premium monthly, quarterly, semi-annually or annually.
2. The premium is determined separately for each Insured Party, and its amount depends on the Insured Party's age. The Policyholder shall be obliged to pay the Premium.
3. Details regarding the amount of the Premium and the method of payment can be found in the Policy.
4. The date of payment of the Premium or its instalment is the date on which we received your payment in the full due amount on the bank account indicated in the Policy.
5. The premium is calculated taking into account the grace periods indicated in § 12 of GTCI.
6. If any Premium installment is not paid, when the Premium is paid in installments, we will call on you in writing to pay it within an additional period of 7 days from the date of receipt of the call, informing you of the consequences of non-payment. If the Premium installment is not paid within this additional deadline, the Agreement shall expire on the last day of the additional time limit set by us in the request for payment of the Premium.
7. In the event of termination or expiration of the Agreement before the expiry of the period for which it was concluded and for which the Premium was paid, you shall be entitled to a refund of the Premium for the unused Coverage Period.
8. Early termination or expiration of the Agreement shall not release you from the obligation to pay the Premium for the period (including the notice period of the Agreement) in which we provided the insurance coverage.

## § 10 What obligations do we have towards you?

1. Before you conclude an Agreement with us, we will provide you with the GTCI together with appendices, and if, as a result of the insurance risk assessment, we propose to conclude the Agreement on terms and conditions additional to or different from the GTCI – apart from the GTCI and appendices, we will provide you with information about these terms and conditions.
2. We will inform you about a possible change of our mailing addresses, including a change of the hotline number under which the Insured Party can obtain information about the insurance.
3. We will perform our obligations under the Agreement correctly and in a timely manner.

## § 11 What obligations do you and the Insured Parties have towards us?

1. Together with all the Insured Parties, you are obliged to inform us of all known circumstances that we will ask about in the Insurance Application, and to immediately inform us if the data provided in any of these documents change during the term of the Agreement.
2. Your obligations include:

- 1) payment of the Premium in the amount and within the deadlines set forth in the Agreement;
  - 2) informing us about a change of your data and data of all Insured Parties, provided in the Insurance Application;
  - 3) providing all Insured with the terms and conditions of the Agreement, in particular the GTCI together with appendices, and if, as a result of the insurance risk assessment, we propose to conclude the Agreement on additional or different terms and conditions than the GTCI – also information on those terms and conditions before they agree to provide them with insurance cover, if such consent is required, or if the Insured Party agrees to finance, even partially, the cost of the Insurance Premium, before they give their consent thereto. This obligation shall also apply to the service of documents making any amendments to the Agreement during its term;
  - 4) inform us of the death of any Insured Party;
  - 5) inform all the Insured Parties about any change of the hotline number under which the Insured Parties may obtain information about the insurance and about any changes concerning the Operator.
3. The obligations of each of the Insured Parties include the following actions:
- 1) getting acquainted with the conditions under which the Agreement is concluded (GTCI and appendices), as well as possible limitations of insurance coverage offered to a given Insured Party as a result of risk assessment after completing the medical questionnaire;
  - 2) complying with Physicians' recommendations;
  - 3) complying with the rules applicable in Medical Facilities and Hospitals;
  - 4) following the instructions of the staff in the Medical Facilities and Hospitals;
  - 5) complying with the Service performance deadlines agreed with us;
  - 6) arriving at a Hospital or a Medical Facility indicated by us or informing the Operator about the resignation from the Service within the agreed time limit, no later than 12 hours before the agreed date of its provision. If the circumstances do not allow to keep this time limit, the Insured Party shall inform the Operator about the resignation immediately after the reason for it arose;
  - 7) refraining from any activities hindering or preventing the provision of the Service.

## § 12 What is the grace period and what is its duration?

1. In the Agreement, we apply a grace period. A grace period means the time that must elapse from the beginning of the Coverage Period before there arises a right to the Service.
2. The grace periods used in the Agreement are the following:
  - 1) 3 months – for services related to planned Hospitalisations;
  - 2) 10 months – for Highly specialised methods of treatment and diagnosis. This deferred period shall also apply to the Scheduled Hospitalisation benefits and benefits resulting from an accident that we have accepted for provision. In such a case, during the grace period, the cost of highly specialised methods and diagnostics shall be borne by the Insured, while we shall provide other benefits in accordance with the GTC.
3. We do not apply a grace period to the services related to the following: Accident (subject to paragraph 2 point 2 above), Hospital Care Coordination, Emergency hospitalisation and Emergency care.
4. In the case of an Agreement renewable on an Anniversary for subsequent Coverage Periods, we do not apply the grace period in the second and subsequent Coverage Periods.

## § 13 What does the insurance not cover?

1. Our liability does not extend to incidents resulting from:
  - 1) acts of war, hostilities, martial law, civil war, revolution, state of emergency, civil coup d'état, acts of

- terrorism, military service, participation in military or stabilisation missions, the Insured Party's active participation in riots, commotions or strikes;
- 2) the use of scientifically unrecognised methods of treatment and/or unconventional medicine, the use of medicines not authorised for use in the territory of the European Union, the Insured Party's participation in medical experiments, clinical trials or similar health-related research;
  - 3) transplantation of organs or tissues, cells, cell cultures (of natural or artificial origin), including by means of autologous transplantation, implantation of implants and devices;
  - 4) practicing of competitive sports by the Insured Party, requiring physical activity, including participation in club, union or sports association training, practicing sports for profit, participation in sports competitions, as well as participation in fitness or sports training camps. Moreover, it covers trips to places with extreme climatic or natural conditions. The following are not competitive sports:
    - a) recreational sports disciplines in free time aimed solely at leisure, rehabilitating psychophysical forces or maintaining good health;
    - b) participation in amateur sports competitions, namely sporting events for persons or teams formally non-affiliated, organised outside sports clubs, leagues, societies or associations;
  - 5) practising elevated-risk sports by the Insured Party, meaning practicing disciplines which are related to a particular risk to the Insured Party's health. This category includes the following: aerial sports, piloting of any motor aircraft, ballooning, parachute jumping, line jumping, mountain cycling, motor and motor-water sports, water jet skiing, alpinism, mountain climbing, rock climbing, speleology, cave mountaineering, ski jumping, snowboard and skiing except for recreational activities on designated routes, bobsleighs, rafting and other water sports on mountain rivers, diving with specialist equipment, fighting, hunting and horse riding;
  - 6) states of emergency due to natural disasters, acts of God, states of pandemic and states of epidemic declared and confirmed by the competent government authorities;
  - 7) 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;
  - 8) driving a vehicle without a licence or driving a vehicle 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 the Act of 29 July 2005 on counteracting drug addiction.
  - 9) attempted suicide, self-mutilation, deliberate infliction of a health disorder;
  - 10) committing or attempting to commit a crime or offence;
  - 11) self-treatment not recommended by the Physician, failure to follow medical recommendations regarding the Services provided under the Agreement, modification of the recommended treatment or gross negligence;
  - 12) being under the influence, abusing or being poisoned as a result of the voluntary consumption of: alcohol, drugs, other intoxicants or psychotropic substances, medicines used contrary to a doctor's prescription, and tobacco abuse or poisoning;
  - 13) participation in the flight as a pilot, crew member or passenger of a military or private aircraft of non-licensed airlines.
2. The Hospital shall be excluded from the scope of coverage if, for medical safety reasons identified on the date of admission to a hospital ward or during a stay, it requires one-time high-level and multi-specialist treatment in a medical facility not included in the List of Hospitals referred to in § 3(5) and (6) of the GTCl or its scope exceeds the scope of orthopaedics.
  3. A Medical Facility or Hospital shall have the right to refuse the provision of the Service to the Insured Party if it violates the principles of social coexistence or the organisational rules of the Hospital or Medical Facility, as

- well as if it hinders the work or functioning of the facility or its personnel.
4. We will not provide Services if, as a result of a natural disaster, act of God, pandemic or epidemic announced and confirmed by the competent state administration authorities, we are unable to provide services on our side.
  5. In addition, our responsibility does not extend to the following:
    - 1) immediate treatment of sudden conditions identified on the date of admission to the hospital ward (e.g. cerebral stroke, myocardial infarction, pancreatic inflammation, pulmonary congestions); under conditions of intensive care unit (in particular: Department of Anaesthesiology and Intensive Care, Department of Intensive Cardiology Supervision, Department of Stroke Treatment, Department of Intensive Neurological Care, Department of Asthma Treatment) or with the provision of intensive kidney substitute therapy, liver dialysis, ECMO, mechanical ventilation, contrapulsation;
    - 2) rehabilitation other than listed in Appendix No 1 to the GTCI Part I §5;
    - 3) treatment of Multi-Organ Injuries and their consequences;
    - 4) implantation of prostheses or implants other than those listed in Appendix No 1, Part I, §1, section 1, item 1),
    - 5) diagnosis and treatment of congenital genetic defects related to chromosomal aberrations and congenital defects causing the diagnosed disability and their consequences;
    - 6) diagnosis and treatment of rare Diseases and their consequences;
    - 7) diagnosis, treatment and surgeries or operations in the field of aesthetic medicine, plastic surgery resulting from non-medical indications and cosmetology, as well as treatment of their undesirable consequences, unless the scope of the Hospital Service otherwise;
    - 8) diagnosis and treatment not provided in Hospitals or Medical Facilities designated by us and their consequences;
    - 9) issuing judgments, certificates, statements and applications not related to the necessity to continue the diagnostic and therapeutic process conducted at the Hospital or Medical Facility designated by us (exclusion does not apply to occupational medicine services, if they are covered by the insurance, and certificates of incapacity for work or study);
    - 10) domestic treatment as a continuation of hospital treatment, excluding treatment resulting from procedures covered by and performed under the insurance;
    - 11) medical treatment after Hospitalisation within the scope described in Appendix No 1 to the GTCI Part I §4 related to Hospitalisation performed in facilities other than those indicated by us;
    - 12) diagnosis and treatment without medical indications;
    - 13) treatment resulting from psychological indications;
    - 14) diseases or results of accidents which were not disclosed to us in the documents required by us for the conclusion of the Agreement and which occurred or the reasons for their occurrence were known to you or the Insured Party within 12 months prior to the conclusion of the Agreement; also Diseases or results of Accidents of which the Insured Party was able to learn during this period with due diligence;
    - 15) services obtained by means of prohibited acts, attempts to extort or deliberately mislead us.
  6. We will not provide a Hospital Service during the first 12 months from the beginning of an uninterrupted Coverage Period in respect of the Insured Party if the Service:
    - 1) results from Diseases that were present or were diagnosed or treated during the 12 months preceding the start of the Coverage Period;
    - 2) results from Accidents and injuries which occurred or were treated or the effects of which existed during the 12 months preceding the start of the Coverage Period;

- 3) results from disease symptoms that were present, occurred or the causes of which were known to the Policyholder or Insured Party during the 12 months preceding the start of the Coverage Period;
- 4) results from disease symptoms of which the Policyholder or the Insured Party (had they exercised due diligence) could have become aware during the 12 months preceding the start of the Coverage Period;
- 5) results from the Insured Party's prior resignation from Hospital stay due to diagnostics or treatment based on referral to the Hospital issued before the beginning of the Coverage Period.

#### § 14 How can you lodge a complaint?

1. Complaints related to the conclusion or performance of the Agreement may be filed by: The Policyholder, the Insured Party or an heir having legal interest in declaration of liability or provision of Service under the Insurance Agreement:
  - 1) in electronic form:
    - a) to the following e-mail address: [reklamacje.ubezpieczenia@luxmed.pl](mailto:reklamacje.ubezpieczenia@luxmed.pl);
    - b) via the form available at <https://www.luxmed.pl/zgloszenie-reklamacji-ubezpieczenia>;
  - 2) in writing:
    - a) by sending to the address of our registered office;
    - b) by personal delivery of a written complaint to our registered office;
  - 3) orally to the written record:
    - a) by calling 22 501 81 60;
    - b) by visiting our premises personally.
2. A complaint should be addressed to us and contain a brief description of the irregularities, which will allow to identify the event covered by the complaint and to determine all relevant circumstances.
3. We will respond in writing or by e-mail if the complainant so requests, no later than within 30 days from the date of receipt of the complaint.
4. In particularly complex cases, we may need more time to process a complaint. In such a situation, before the expiry of the time limit for responding to the complaint:
  - 1) we will explain the reason for the delay;
  - 2) we will indicate the circumstances which must be further ascertained in order to consider the case;
  - 3) we will determine the expected time limit for handling the complaint and providing a reply, which shall not exceed 60 days from the date of receipt of the complaint.
5. After exhausting the complaint procedure, the complainant shall have the right to submit an application for examination of the case by an entity authorised to settle out-of-court disputes, i.e. the Financial Ombudsman (for details, please refer to the Financial Ombudsman's website: <https://rf.gov.pl/>).

#### § 15 Why do we process personal data?

1. We are the controller of your personal data and the personal data of the Insured Parties 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 data shall be processed for the purposes of concluding the Agreement and providing insurance coverage. If you or the Insured Party have consented to the processing of personal data for marketing purposes or to receive marketing communication, the personal data controllers are entities from the LUX MED Group – you will find their list 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 available at the e-mail address: [daneosobowe@luxmed.pl](mailto:daneosobowe@luxmed.pl).
2. You provide us with your personal data when concluding the Agreement. The Insured Parties' personal data is provided to us by submitting an Insurance Application (in the case of Co-Insured Parties, their personal

- data is provided to us by the Main Insured). We process personal data of the Insured Parties listed in the Application, i.e. first and last name, Personal ID No (PESEL), gender, date of birth, main place of care, address of residence. If the Insured Party is a foreigner, we also process information about nationality and passport number. We may also receive a phone number, but this information is not necessary for us to provide insurance coverage to the Insured Parties. In connection with providing you with the opportunity to submit an Application via the electronic platform and to obtain insurance coverage through it for the Insured Parties submitted by you, we will also process your e-mail address as well as the e-mail addresses of the Insured Persons. In order to assess the insurance risk, as part of the medical questionnaire filled out by the Insured Party, we also process personal data of the Insured Party included 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 condition within the scope resulting from the medical questionnaire. We may ask the Insured Party to provide additional information about his/her health condition or, on the basis of an authorisation granted by the Insured Party, ask the medical entities used by him/her to obtain the information necessary to make a decision on the provision of the Service, its correct coordination or winding-up proceedings in connection with the claim. If, for the purposes referred to in the preceding sentence, it is necessary to obtain the Insured Party's medical records, we will ask you to provide us with a copy of it to the extent necessary, or on the basis of your consent, we will request the relevant medical authorities to make the said records available.
3. Consent to the processing of data for marketing purposes includes all information provided to us by you or the Insured Party. These may include, for example, identification data (name and surname, gender, date of birth, age, place). However, we assure you that we will never use the medical records that you have provided to us or that we obtain from a healthcare professional under your appropriate authorisation – this information may only be accessed by authorised persons.
  4. We process your personal data and the personal data of the Insured Parties as the Insurer, and the purpose of this processing is the assessment of the insurance risk and the performance of the Agreement. First of all, we need to accept the Application. This will allow us to establish the identity of the Insured Party before the Service is provided and allow us to execute the Agreement and to contact the Insured Party. As the Insurer, we are obliged by law to perform insurance risk assessment before the conclusion of the Agreement and to process personal data in the course of its performance, including for the purpose of coordinating the Insured Party's use of 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 the personal data of the Insured Party (including special categories of health data), and this will be done by automated means, including profiling. The legal basis for such action on the part of LMG is the regulations governing our business activity as an insurance entity. However, we inform you 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 (Article 6(1)(b) and (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 share with us your opinion about the Services or submit a complaint, we may process personal data to consider the application 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 e.g. bills for the services we render, which may involve the need to process personal data (Article 6(1)(c) of the Regulation in conjunction with Article 74(2) of the Act of 29 September 1994 on accounting). If you or the Insured Party have consented to the processing of personal data for marketing purposes, we may process personal data in order to send marketing communications to you or the Insured Party concerning the activities of LUX MED Group. Such communications may include offers, information about services, events organised by entities from the LUX MED Group, 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 it and connecting 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).
  5. The personal data may be transferred to the following categories of recipients in connection with our business

activity:

- 1) service providers ensuring to us technical and organisational solutions that enable us to render services and manage our organisation (in particular ICT service providers, courier and postal companies);
  - 2) providers of legal and advisory services and services supporting us in pursuing due claims (in particular law firms, debt collection companies);
  - 3) reinsurance undertakings which will be engaged in the reinsurance of the risk assumed by us under the Agreement;
  - 4) Medical Facilities or Hospitals;
  - 5) the Operator.
6. As part of the Hospital Service provision process, medical records of the Insured Party provided to us or obtained by us on the basis of their consent from the relevant healthcare entities may be made available by the Insurer to Medical Facilities or Hospitals through the Hospital Care Coordinator, who assists the Insured Party in the process of: qualification for hospital treatment, the course of Hospitalisation and treatment after a stay in hospital. The process referred to in the preceding sentence shall apply to Hospital Services referred to in Appendix No 1 to the GTCI.
7. On account of the fact that we use services of other providers, e.g. ICT structure services, Policyholder's and Insured Parties' personal data 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 an event the data will be transferred on the basis of relevant legal grounds, for example an agreement concluded between the Insurer and that 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.
8. One of the ways we process personal data is the so-called profiling. It consists in our creating preference profiles based on the information about you and the Insured Party, and therefore, based on it, customising our services and the content you receive from us. We assure you that we do not process personal data fully automatically and without human intervention.
9. We store personal data for the duration of the Agreement and then for 6 years after the expiry or termination of the Agreement. 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, in accordance with the provisions of the Civil Code. All tax data and data processed for accounting purposes is processed by us for 5 years from the end of the calendar year in which the tax obligation arose. If you and the Insured Party have consented to the processing of data for marketing purposes, we process the data from the time of your consent until it is revoked. At the end of the aforementioned periods, personal data shall be erased or anonymised.
10. Concluding the Agreement with us is fully 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 an Agreement or to provide Services. Also for accounting and tax reasons, we have a legal obligation to process data. Failure to provide them may result, e.g., in failure to issue an invoice or a personal bill on your account. 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 the Agreement but it will make it much more difficult for us to contact the eligible person in the process of executing the Agreement. Giving any marketing consent is also voluntary. This means that the refusal to provide them does not affect the use of our Services. You and the Insured Party shall have the right to revoke your consent at any time.
11. As a data controller, we provide you and the Insured Party with the right of access to your data. You may also rectify them, request their erasure or restrict their processing. You can also object to the processing of your personal data and to transferring of your data to another data controller. In order to exercise these rights, you should contact us via the hotline, the website or our Data Protection Officer. Also, please be advised that you and the Insured Party have the right to file a complaint with the authority supervising

compliance with personal data protection regulations.

## § 16 Final provisions

1. Taking into account medical safety standards, the Medical Facility or Hospital may provide the Service to a particular patient with priority over other patients.
2. We are not liable for any events resulting from:
  - 1) medical errors,
  - 2) errors in improperly maintained medical records of the Insured Party.The healthcare entity providing the service shall be responsible for the errors listed in section items 1) and 2).
3. The applicable law constituting the basis for relations between us and the Policyholder prior to the conclusion of the Agreement and the applicable law for the conclusion and performance of this Agreement and resolution of possible disputes related thereto shall be the Polish law. In matters not covered by the GTCI, the provisions of law generally applicable in the territory of the Republic of Poland shall apply.
4. The language used in the relations between you and us shall be Polish.
5. An action for a claim under the Insurance Agreement may be brought under the provisions on general jurisdiction or before a court competent for:
  - 1) Your place of residence; or
  - 2) the place of residence of the Insured Party,
  - 3) the place of residence of the Insured Party's heir.
6. Applications, representations and notices to us that relate to the performance of the Agreement concluded under these GTCI, may be sent to:
  - 1) to the address of our registered office;
  - 2) electronically to the following e-mail address: [obslogaubezpieczenia\\_ind@luxmed.pl](mailto:obslogaubezpieczenia_ind@luxmed.pl).
7. Any amendments to the Agreement shall be made in writing, electronically or documented, otherwise being null and void.
8. Claims for the Services under the Agreement 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.
9. We are subject to supervision by the Polish Financial Supervision Authority as regards compliance of the activities with the provisions of Polish law. The sole supervision over our financial management is exercised by the Swedish regulator.
10. General Terms and Conditions of LUX MED Hospital Insurance for individual customers – Orthopaedic Care. Extended Option. (code OI/3NH2OPD) have been approved by a resolution of the Management Board of the Insurer and apply to insurance agreements concluded on or after 1 January 2026.

## Appendix No 1

### To the General Terms and Conditions of LUX MED Hospital Insurance for individual customers – Orthopaedic Care. Extended Option.

CODE OI/3NH2OPD

#### A detailed scope of services under the LUX MED hospital insurance for individual customers – Orthopaedic Care. Extended Option.

## PART I: HOSPITAL SERVICES

### § 1 Hospitalisation

1. We provide emergency Hospitalisation and planned Hospitalisation in the area of orthopaedics, which:
  - 1) includes orthopaedic surgeries, including endoprostheses and orthopaedic fixation materials;
  - 2) excludes:
    - a) elongation of limbs;
    - b) osseointegration procedures;
    - c) treatments and surgeries on the structures of the spine and chest;
    - d) robotic surgery procedures and surgeries.

### § 2 Emergency care

1. The consultation of an Emergency Care Physician is possible provided that the Hospital Care Coordinator confirms that the consultation is necessary and medically appropriate.
2. As part of Emergency Care, you are entitled to the following services available in the case of medical indications and depending on the scope of services available in a given location:
  - 1) intervention of a medical emergency team;
  - 2) providing you with the necessary medical treatment in a Medical Facility or Hospital designated by us;
  - 3) providing you with the necessary assistance in the field of Minor injury;
  - 4) issuing recommendations to you regarding the further conservative procedure;
  - 5) road medical transport from your whereabouts to the Hospital.
3. Emergency care is provided at locations indicated by us. The list of locations where you can benefit from this service can be found in the documentation attached to your Insurance Agreement, which is located in your account in the electronic application.
4. Emergency care does not replace assistance provided under the State Rescue System. The Operator has the right to refer the Insured Party to a centre with a higher level of reference if the health condition and medical safety require it. This shall not constitute an improper performance of the Agreement.
5. Our responsibility in Emergency care does not include home visits and health situations where any delay in providing medical care available in the nearest healthcare facility poses a direct threat to the life of the Insured Party. This applies in particular to:
  - 1) loss of consciousness;
  - 2) anaphylactic shock;
  - 3) choking;
  - 4) epilepsy;
  - 5) acute and severe allergic reactions resulting from bites or stings from venomous animals;
  - 6) drug, chemical or gas poisoning;
  - 7) electric shock;

- 8) flooding;
  - 9) suicide attempt;
  - 10) falling from a great height;
  - 11) extensive wound resulting from trauma, including traumatic amputation of limbs or limb elements;
  - 12) multi-organ injuries;
  - 13) sudden visual or hearing disorders;
  - 14) face and cranial injuries.
6. Section 4 shall not release the Operator from the provision of the health service to a person who needs immediate provision of the service due to threat to life or health, resulting from Article 15 of the Act of 15 April 2011 on medical activity.

### § 3 Pre-hospitalisation healthcare

1. The scope covers the services of imaging, laboratory diagnostics and specialist consultations necessary for preparation for hospitalisation. We will determine the scope of all examinations and consultations during the preparation of the Insured Person for hospitalisation, after accepting the application for the Service. We will not carry out tests or consultations on medical treatment before hospitalisation ordered by a medical facility other than the one indicated by us. Pre-hospitalisation medical care is necessary for:
  - 1) determining the necessity of Planned Hospitalisation, its type, method and scope;
  - 2) qualifying the Insured Party for Hospitalisation;
  - 3) determination of the date of a surgery or procedure;
  - 4) development of a treatment plan.
2. Pre-hospitalisation medical care is not the same as:
  - 1) diagnosis;
  - 2) treatment monitoring;
  - 3) general medical advice;
  - 4) second medical opinion.
3. The scope does not include:
  - 1) pregnancy management
  - 2) outpatient treatment, including procedures and examinations, unless during qualification the physician decides that hospitalization is necessary.

### § 4 Post-hospitalisation healthcare

1. Post-hospitalization care includes 8 follow-up visits at a medical facility designated by us. These visits are intended to monitor the outcomes of the procedure performed and the recovery process, and are carried out within a period of up to 60 days from discharge from the hospital or until the completion of the rehabilitation period specified in §4 below.
2. We also provide care in the event of a sudden deterioration of the health condition of the Insured Person, after the provided Service. In such a case, the scope of care is adapted to the medical situation and demand and is aimed at improving or restoring the proper health condition of the Insured Party. The scope of the Service is determined by the Physician indicated by us.
3. We provide post-hospitalisation medical care only in respect of the Service provided under the Insurance Agreement.

### § 5 Rehabilitation

1. Post-hospitalization rehabilitation includes:
  - 1) necessary physiotherapy and kinesiotherapy treatments as recommended by medical or physiotherapy

- personnel following orthopedic procedures, for a period of up to 12 weeks from the date of hospital discharge;
- 2) imaging examinations necessary to monitor the progress of rehabilitation;
  - 3) a medical visit summarizing the rehabilitation period.
2. We will determine the detailed scope of rehabilitation before the end of Hospitalisation. We will not carry out the rehabilitation ordered by a medical facility other than the one indicated by us.
  3. Our responsibility for rehabilitation does not include:
    - 1) rehabilitation procedures resulting from indications other than the consequences of a surgery carried out under the insurance coverage;
    - 2) fracture therapy with bone fusion stimulators using physical interactions (e.g. ultrasonic wave).

## **PART II: HOSPITAL CARE COORDINATION**

1. As soon as the Coverage Period commences, we will provide the Policyholder with contact details to the Hospital Care Coordination Team. The data will be provided by email, SMS or letter, depending on what contact details we have received. The Policyholder is obliged to immediately transfer this information to the Insured Parties.
2. The Insured Party shall benefit from the Hospital Care Coordination according to their needs. They may use part or all of the scope offered.
3. The scope of services we offer as part of the Hospital Care Coordination includes:
  - 1) acceptance of an application for the Service from the Insured Party and ongoing contact with the Insured Party during the verification of the application and during the term of the Agreement;
  - 2) Insured Party care coordination in the case of Emergency care:
    - a) verification of entitlement to Services;
    - b) provision of the Insured Party with guidance on further conduct;
    - c) contact with the Chamber of Acceptance or a Medical Facility;
    - d) assistance in admission to the Hospital or Medical Facility and in the ongoing organisation of necessary tests and consultations in accordance with the Physician's recommendations;
    - e) assistance in compiling medical records of the Insured Party;
    - f) contacting a person authorised to receive medical information about the Insured Party;
  - 3) Insured Party care coordination prior to Hospitalisation:
    - a) verification of entitlement to the Service, including obtaining a decision of the Insurer in connection with the submitted application;
    - b) presentation of hospitalisation proposals – presentation of accessible Hospitals and Physicians;
    - c) arranging a stay and at the Insured Party's discretion;
    - d) assistance in arrangements for tests and consultations qualifying for Hospitalisation;
    - e) monitoring the performance of tests and consultations by the Insured Party;
    - f) reminding the Insured Party of the date of admission to the Hospital and the required documents, as well as confirmation of the Insured Party's attendance at the Hospital;
    - g) coordinating the circulation of medical documents between the Insured Party and the Hospital;
    - h) provision of information on the Hospital stay;
  - 4) coordination during Hospitalisation:
    - a) handing over all documents necessary for the providing the Service of the Insured Party;
    - b) ongoing contact with the Hospital;

- c) providing information on the current status of the execution of medical procedures to a person authorised to receive medical information about the Insured Party;
  - d) arranging a follow-up visit after staying at the Hospital and presenting a post-Service plan;
  - e) arranging road medical transportation;
    - from the place of stay of the Insured Party to the Hospital, resulting from medical indications confirmed by us (inability to move independently for medical reasons, necessity of continuous care and medical supervision);
    - interhospital transportation resulting from medical indications if medical transportation to another entity is necessary as part of: the continuation of treatment covered by the insurance, as well as to another nearest Hospital for the continuation of treatment if further diagnosis and treatment falls outside our scope of responsibility;
    - transportation from the Hospital to the place of stay of the Insured Party resulting from medical indications confirmed by us;
- 5) coordination of post-hospitalisation care, in accordance with the Physician's recommendations:
- a) arranging the tests or rehabilitation commissioned to the Insured Party;
  - b) arrangement of road medical transportation, if it results from medical indications, in an analogous scope, as in item 4) letter e) above;
  - c) compiling the Insured Party's medical records.

## Appendix No 2

### To the General Terms and Conditions of LUX MED Hospital Insurance for individual customers – Orthopaedic Care. Extended Option.

CODE OI/2NH2OPD

#### INFORMATION OBLIGATION CLAUSE LMG FÖRSÄKRINGS AB S.A. BRANCH IN POLAND

Below you will find all necessary information regarding the processing of your personal data in connection with providing insurance coverage to you

<b>Who is the controller of your data?</b>	<p>The controller of your personal data is LMG Försäkrings AB S.A. with its registered office in Stockholm (102-51), Sweden, Box 27093, operating through its Branch in Poland with its registered office in Warsaw (02-678) at ul. Szturmowa 2 (hereinafter referred to as “LMG” or “Insurer”).</p> <p>If you have given us an additional consent to the processing of your personal data for marketing purposes or as part of receiving marketing communications from us using an e-mail address and/or telephone number, the controller of your personal data is the LUX MED Group entities whose list is available at <a href="http://www.luxmed.pl">www.luxmed.pl</a> in the Personal Data section.</p>
<b>Who can you contact regarding the processing of personal data?</b>	<p>In all matters relating to our processing of your personal data, you can contact the Data Protection Officer, Ms Katarzyna Piszczewska, by writing to the following e-mail address: <a href="mailto:daneosobowe@luxmed.pl">daneosobowe@luxmed.pl</a>.</p>
<b>What is the source of data – where is it obtained from?</b>	<p>The insurance coverage is provided on the basis of an agreement concluded between us and the Policyholder who submits you for insurance coverage. If you make a declaration through an electronic platform, the following types of your personal data:</p> <ul style="list-style-type: none"><li>• first name</li><li>• surname</li><li>• Personal ID No [PESEL] (if you don't have one, then the date of birth)</li><li>• e-mail address</li></ul> <p>are provided to us by the Policyholder. If you are a co-insured person, the above data are provided to us by the Main Insured Party reporting you for insurance coverage. If you join the insurance by filling in a paper declaration, the declaration together with your full personal details, which you complete to the extent indicated in the following section, is provided to us through the entity submitting you for the insurance coverage. (This does not apply to a medical questionnaire which, if required, is provided to us directly by you). Other data necessary to enable you to provide the services covered by insurance are provided to us by you through the use of insurance coverage.</p>
<b>What is the scope of personal data we process?</b>	<p>We process personal data to the extent necessary to verify your identity, conduct an insurance risk assessment and provide the services covered by insurance. The scope of data we process includes:</p> <ul style="list-style-type: none"><li>• first name and surname</li><li>• gender</li><li>• residence address</li><li>• Personal ID No (PESEL)</li><li>• date of birth</li><li>• main place of care</li></ul> <p>If you are a foreigner, we will ask you to additionally provide the following:</p> <ul style="list-style-type: none"><li>• citizenship</li><li>• passport number</li></ul> <p>In order to enable you to submit a declaration of joining insurance coverage via the electronic platform and to facilitate the subsequent process of providing services, we</p>

	<p>may also ask you for the following:</p> <ul style="list-style-type: none"> <li>• phone number</li> <li>• e-mail address</li> </ul> <p>Depending on the content of the Insurance Agreement concluded with us, the Policyholder may ask you to complete a medical questionnaire which is an element of the insurance risk assessment. It will include questions about your age, weight, height, health condition, information about your profession or job position, its characteristics and your employer. We will be able to approach you or, if you grant us an appropriate authorisation, we will be able to approach the healthcare entities you have used or are using to obtain your medical records, information about your health or other information necessary to make a decision on the provision of a service, correct coordination or winding-up of a claim. If, for the purposes referred to in the preceding sentence, it is necessary to obtain your medical records, we will ask you to provide us with a copy of it to the extent necessary, or on the basis of your consent, we will request the relevant medical authorities to make the said records available.</p>							
<p><b>What is the source of data – where is it obtained from? CONTD.</b></p>	<p>Your consent to the processing of data for marketing purposes includes any information you have provided to us in the course of your relationship with us, including identifying information such as: first and last name, gender, date of birth, age, place, scope of insurance. However, we assure you that, as part of our marketing activities, we will never use your medical records that you have provided to us or that we obtain from a healthcare professional under your appropriate authorisation – this information may only be accessed by authorised persons. When sending marketing communications, we may use your e-mail and/or phone number based on separate consent.</p>							
<p><b>What is the scope of personal data we process?</b></p>	<p>We process personal data as an insurance entity and the purpose of this processing is to assess the insurance risk and to perform the insurance agreement, which we understand as follows:</p> <table border="1" data-bbox="427 1088 1474 1930"> <thead> <tr> <th data-bbox="427 1088 954 1171">Purpose of processing</th> <th data-bbox="954 1088 1474 1171">Legal basis (full names of legal acts can be found at the end of the form)</th> </tr> </thead> <tbody> <tr> <td data-bbox="427 1171 954 1854"> <ul style="list-style-type: none"> <li>• Establishing your identity before providing you with a service and enabling us to perform the agreement and contact you.</li> <li>• Performance of an insurance risk assessment prior to the conclusion of the agreement and the processing of personal data in the course of its performance.</li> <li>• On the basis of consents granted separately by you to acquire from the healthcare entities you have used or are using your medical records and making them available to healthcare entities which, as part of insurance coverage, are supposed to provide medical services. LMG also processes the information on your health contained in the documentation in question.</li> </ul> </td> <td data-bbox="954 1171 1474 1854"> <p>article 6(1)(b) of the GDPR in conjunction with Article 41(1) of the Insurance Act.</p> </td> </tr> <tr> <td data-bbox="427 1854 954 1930"> <ul style="list-style-type: none"> <li>• If you have shared your opinion on the</li> </ul> </td> <td data-bbox="954 1854 1474 1930"> <p>Article 6(1)(f) of the Regulation, as the so called legitimate interest of the controller,</p> </td> </tr> </tbody> </table>		Purpose of processing	Legal basis (full names of legal acts can be found at the end of the form)	<ul style="list-style-type: none"> <li>• Establishing your identity before providing you with a service and enabling us to perform the agreement and contact you.</li> <li>• Performance of an insurance risk assessment prior to the conclusion of the agreement and the processing of personal data in the course of its performance.</li> <li>• On the basis of consents granted separately by you to acquire from the healthcare entities you have used or are using your medical records and making them available to healthcare entities which, as part of insurance coverage, are supposed to provide medical services. LMG also processes the information on your health contained in the documentation in question.</li> </ul>	<p>article 6(1)(b) of the GDPR in conjunction with Article 41(1) of the Insurance Act.</p>	<ul style="list-style-type: none"> <li>• If you have shared your opinion on the</li> </ul>	<p>Article 6(1)(f) of the Regulation, as the so called legitimate interest of the controller,</p>
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	<p>services or made a complaint, we may process your personal data in order to examine the notification and respond to it.</p>	<p>which is the processing of claims and the defence of the Insurer's interests.</p>
	<ul style="list-style-type: none"> <li>As a data controller being an entrepreneur, we have the right to pursue claims for our business activity and process your data for this purpose.</li> </ul>	<p>Article 6(1)(b) and (f) of the GDPR, as the so called legitimate interest of the controller, which is the pursuit of our claims and protection of our rights.</p>
	<ul style="list-style-type: none"> <li>As an entrepreneur, we keep accounting books and have tax obligations – we issue invoices for the services we render, which may involve the need to process personal data.</li> </ul>	<p>Article 6(1)(c) of the GDPR in conjunction with Article 74(2) of the Accounting Act of 29 September 1994.</p>
	<ul style="list-style-type: none"> <li>If you have consented to the processing of your personal data for marketing purposes, we may process your personal data for the purpose of marketing communications to you concerning the LUX MED Group's activities, such as in particular offers, information on services, promotions, events organised by LUX MED Group members and pro-health articles. Based on our consent, we may also process your personal data obtained in the course of our cooperation for marketing purposes. As part of this consent, we can also engage in the so-called profiling, which involves the automatic assessment of certain personal factors that concern you. The purpose of profiling is to select the appropriate content of materials we provide to you (marketing, promotional).</li> </ul>	<p>Article 6(1)(a) of the Regulation (voluntary consent)</p>
<p><b>Is your data processed by automated means?</b></p>	<p>As part of our insurance risk assessment, we may process your personal data (including special categories of health data) contained in your completed declaration as well as medical questionnaire and this will be done by automated means, including profiling. This means that your personal data will be processed by an IT system without human intervention, and this process will result in a decision to accept your declaration or to assign you to a specific insurance plan. The legal basis for such action on the part of LMG is the regulations governing our business activity as an insurance entity. However, please be informed that you have the right not to be subject to a decision based on automated processing of personal data.</p>	
<p><b>To whom do we transfer your personal data?</b></p>	<p>The personal data may be transferred to the following categories of recipients in connection with our business activity:</p> <ul style="list-style-type: none"> <li>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);</li> </ul>	

	<ul style="list-style-type: none"> <li>• providers of legal and advisory services and services supporting us in pursuing due claims (in particular law firms, debt collection companies);</li> <li>• reinsurance undertakings which will be engaged in the reinsurance of the risk assumed by us under the agreement;</li> <li>• healthcare providers who provide healthcare services under the Insurance Agreement as well as other medical entities whose services you use;</li> <li>• coordinating entities on our behalf – for the provision of healthcare services and services covered by the Insurance Agreement.</li> </ul> <p>As part of the process the coordination of service provision, your medical records that you have provided to us or that we obtained on the basis of your consent may be made available by LMG to the healthcare providers you use through the coordinator assigned to you to support your hospitalisation and treatment.</p>
<p><b>Is your data transferred to third countries?</b></p>	<p>On account of the fact that we use services of other providers, such as ICT structure services, your personal data 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 an event, the data will be transferred on the basis of relevant legal grounds, e.g. an agreement concluded between LMG and that entity, containing standard data protection clauses adopted by the European Commission, or on the basis of the European Commission's adequacy decision pertaining to data protection. In each such case, LMG guarantees that it carries out appropriate verification to ensure that the service provider to whom the personal data is transferred processes the same in a compliant and secure manner.</p>
<p><b>How can LMG profile your data?</b></p>	<p>Profiling consists in our creating preference profiles based on your information and therefore, based on it, customising our services and the content you receive from us – the processing of personal data as part of this process is based on your marketing consent. We assure you that we do not process personal data fully automatically and without human intervention.</p>
<p><b>How long is your personal data processed?</b></p>	<p>We store personal data for the duration of the agreement and then for the statute of limitations for claims arising from the provisions of civil law. All data processed for accounting and tax purposes is processed by us for 5 years from the end of the calendar year in which the tax obligation arose. If you have consented to the processing of data for marketing purposes, we process your data from the time of your consent until it is revoked. At the end of the aforementioned periods, personal data shall be erased or anonymised.</p>
<p><b>Is the provision of data mandatory?</b></p>	<p>Joining the insurance is fully voluntary, however, as an insurer, we are obliged to identify you and perform an insurance risk assessment using personal data. In such a case, failure to provide data may result in refusal to conclude an agreement or to provide services. Also for accounting or tax reasons, we have a legal obligation to process data, failure to provide them may result, for example, in failure to issue an invoice or a personal bill. The telephone number is provided on a voluntary basis – the lack of this information does not affect the use of our services, but it will make it significantly more difficult for us to contact the person authorised in the performance of the agreement. Any marketing consent shall also be given on a voluntary basis. This means that the refusal to provide them does not affect the use of our services and, at the same time, the person who gave consent has the right to withdraw consent at any time.</p>
<p><b>What rights do you have?</b></p>	<p>As a data controller, we provide you with the right of access to your data, as well as the right of rectification, erasure or restriction of processing of their data. You can also exercise your right to object to our processing of your data and the right to</p>

transfer your data to another controller. To exercise any of these rights, contact us via the hotline, using the form available on the website or writing directly to our Data Protection Officer. Also, please be advised that you may file a complaint with the authority supervising compliance with personal data protection regulations.

**Definitions and abbreviations**

- **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
- **Insurance Act** – the Act of 11 September 2015 on insurance and reinsurance activity.