

Cost Reimbursement Regulations

1. Definitions

- 1.1. Capitalised terms which are not separately defined in these Regulations shall have the meanings given to them in the Agreement, including in the General Terms And Conditions For The Provision Of Health Benefits constituting an Appendix to the Agreement.
- 1.2. **Consent to reimbursement** – LUX MED's declaration of reimbursement to the eligible person.
- 1.3. **Reimbursement** – reimbursement of costs of medical services provided to the eligible person by a healthcare entity on the basis of the obtained consent to reimbursement of costs incurred by or on behalf of the eligible person.
- 1.4. **Application for Reimbursement** – a paper or electronic form/document to be completed by the patient in order to obtain reimbursement.
- 1.5. **Regulations** – this document setting out the parties' rights and obligations with respect to reimbursement.
- 1.6. **Agreement** – an agreement on the provision of health benefits concluded with LUX MED under which the person applying for reimbursement is entitled to receive health services.
- 1.7. **LUX MED price list** – the price list applicable at the nearest LUX MED owned facility in relation to the facility providing the Medical Service on the day of provision of the benefit, which, within its scope, provides the Medical Services provided to the Eligible Person. The current price list is available at www.luxmed.pl.

2. Right to reimbursement

- 2.1. In order to be able to claim reimbursement under these Regulations, it is necessary to obtain a consent to reimbursement before receiving a Medical Service.
- 2.2. The reimbursement is granted in accordance with the following principles:
 - a) it is granted for the provision of a medical service within the scope of Health Services to which the eligible person is entitled under the Agreement and specified in the Benefit Plan, as at the date of provision of the medical service, taking into account the terms and conditions of service provision (including limits and the need to have appropriate referrals), as well as the exclusions arising from the Agreement and GTC and the exclusions indicated in section 7 of these Regulations;
 - b) The consent to reimbursement is a one-off and timely (the turnaround time is 14 calendar days);
 - c) it relates to a specific medical service provided in outpatient treatment establishments;
 - d) it is territorially limited: the medical service thereunder can only be provided within the specified city;
 - e) the eligible person may obtain a consent for reimbursement in a special situation when contacting the Call Center, the LUX MED reception desk or a dedicated assistant;
 - f) Consent to reimbursement may be limited to a certain maximum amount of reimbursement.

3. Requirements for documenting costs incurred

- 3.1. After obtaining the Consent for reimbursement, acting within the scope and terms of the Consent, the Eligible Person shall apply to the medical facility for the provision of the medical service and shall pay the costs of its provision themselves to the medical facility providing the service, in accordance with the price list applicable at the medical facility, as proof of which they shall obtain an invoice or receipt for the medical service provided – fiscal receipts shall not be accepted as they do not contain the data necessary for their verification.
- 3.2. The person entitled to reimbursement should be indicated on the invoice as the purchaser of the medical service, and in the case of healthcare services provided to the child up to the age of 18 – the child's actual guardian or statutory representative.
- 3.3. The invoice or receipt should include:
 - a) particulars of the eligible person who has been granted consent to the reimbursement for whom the medical services have been provided (at least name, surname, address of residence). In the case of benefits provided to an eligible person who is a person under 18 years of age, where the invoice is issued to the actual guardian or statutory representative, the invoice shall contain particulars of the child for whom the healthcare services were provided;

- b) a list of the medical services provided to the Eligible Person claiming reimbursement, which shall constitute the body of the invoice or receipt or an attachment to the invoice or receipt in the form of a specification with the name of the medical services provided;
 - c) the number of medical services of a given type;
 - d) the date of performance of the medical service;
 - e) the unit price of each medical service provided.
- 3.4. In the case of medical services for which a referral is required under the Benefit Plan and the referral for the service has been issued outside LUX MED Owned Facility, but in accordance with the requirement under the Agreement (Benefit Plan) for the facility issuing the referral, the Eligible Person shall document receipt of such referral by:
- a) (in the case of sending a request and an invoice in paper form) making a copy of it and attaching it to the request,
 - b) (in the case of sending an application and an invoice in its entirety via the Patient Portal or a dedicated email address) attaching to a scanned referral
- 3.5. In the absence of a copy of the referral referred to in section 3.4 above, the issuance of the referral may also be confirmed by a copy of the medical documentation of the Eligible Person applying for reimbursement, containing an appropriate note on the issue of the referral mentioned above. The manner of providing a copy of medical records is analogous to the one described in section 3.4 concerning copies of referrals.
- 3.6. The reimbursement shall not be made if the Eligible Person fails to send a set of required documents or if the provided documents do not allow to identify the names of individual medical services provided or do not allow to identify the person for whom they were provided, e.g.:
- a. The reimbursement shall not be made on the basis of a fiscal receipt which is not a personal evidence of the receipt of the healthcare service by the Eligible Person;
 - b. Reimbursement shall not be made on the basis of an invoice or receipt which:
 - does not include a list of medical services provided or specifications,
 - does not allow for unambiguous identification of the type of medical service granted to an Eligible Person applying for reimbursement of costs (for example, but not exclusively, it will only bear a general description of the service, such as “medical service”, “rehabilitation procedures”, “dental service”, etc.).

4. Possible paths for applying for reimbursement

- 4.1. LUX MED shall make available to the Eligible Person applying for reimbursement the following application paths:
- a) **in paper form** – the Eligible Person applying for reimbursement shall complete the request by placing a handwritten signature on it, attaching the original invoice and any photocopies of referrals, and sending the complete set of documents by post to the following address: LUX MED Sp. z o.o. Al. Jerozolimskie 94, 00-807 Warszawa, with a note: "COST REIMBURSEMENT / ZWROT KOSZTÓW"
 - b) **in electronic form** – the Eligible Person applying for reimbursement completes and sends a request and encloses a scan or photograph of the invoice and possible referral scans via the Patient Portal
- 4.2. Requirements for documents (invoices or referrals) sent electronically:
- a) documents may only be sent in pdf, JPG, JPEG and PNG format;
 - b) a maximum of 5 files may be attached to one request;
 - c) the size of all documents shall not exceed 40 MB;
 - d) scan or photograph of the document must cover the whole document (no part of the document may be “cut out”);
 - e) scan or photograph of the document shall contain only an image of the invoice or referral;
 - f) the image of the document must be legible and identical to the paper version; no alteration or interference with the image of the document shall be permitted.
- 4.3. The Eligible Person shall keep the original documents sent in the form of a scan or photograph, which form the basis for the Reimbursement, for one year from the date of sending them, in order to enable verification of their originals by LUX MED.**
- 4.4. When submitting the request together with invoice or receipt and other documentation by electronic means, the Eligible Person represents and warrants that the sent scans or photos of documents are an exact representation of the original, that the documents sent were not modified in any way, and that this is the first and only time when the Eligible Person seeks Reimbursement based on these specific documents. LUX MED reserves the right to inspect sample documents sent electronically by obliging the Eligible Person to send their

originals. Failure to fulfill the obligation referred to above or LUX MED's declaration of falsification of the document constituting the basis for the Application for Reimbursement or interference with the submitted image of the document, shall result in refusal of the Reimbursement, and in the case of funds already paid out – in demand for their return.

- 4.5. If the scan or photograph of the submitted document raises doubts as to its legibility, authenticity or integrity, LUX MED reserves the right to request the Eligible Person applying for Reimbursement to send a re-imaged document by e-mail, and in special situations also to deliver the original document with respect to which doubts have arisen; refusal to deliver the document in the manner described above or LUX MED's declaration of falsification of the document constituting the basis for the Application for Reimbursement or interference with the image of the document sent, shall result in refusal of Reimbursement or a request for return of the amounts paid out.
- 4.6. In the event of sending a Application for Reimbursement, invoice, referral or any other documentation containing personal data to the email address indicated by LUX MED, the Eligible Person should duly secure the submitted appendices. Below are LUX MED's recommendations in this regard:
- a) the file should be encrypted using a file compression programme: 7-Zip or WinRAR;
 - b) when creating a file, a password (cryptographic key) should be created to secure that file. The password should be at least 8 characters long, with upper and lowercase letters, digits and special characters (such as & *# @);
 - c) the password (cryptographic key) used to decrypt the file should be communicated to LUX MED through another communication channel, that is, to the telephone number provided to the Eligible Person after sending the request.

5. **Settlement of reimbursement**

- 5.1. In the event that the reimbursement involves the provision of medical services corresponding to health services the provision of which, in accordance with the Agreement (Benefit Plan) involves a percentage or amount of the Eligible Person's own contribution (e.g. additional service, discounts resulting from the Benefit Plan), the reimbursement of costs shall be reduced by an appropriate amount resulting from the Eligible Person's own contribution.
- 5.2. If the medical services subject to reimbursement under the Agreement (Benefit Plan) are healthcare services limited e.g. in terms of the number of their performance, this limit is calculated jointly for healthcare services provided in owned facilities, subcontractor facilities and other medical entities, which are settled by Reimbursement. In the event that, after the Reimbursement Consent has been obtained and before the Reimbursement has been settled, the Eligible Person reaches the limit for Medical Services specified in the Agreement (Benefit Plan), the cost of the Medical Service for which the limit has been reached shall not be reimbursed.
- 5.3. If the medical services which are the subject of Reimbursement under the Agreement (Benefit Plan) are Combined Limited Health Services (e.g. psychotherapy for couples), the condition for Reimbursement for such services is that all Eligible Persons availing themselves of them are entitled to such Health Services under the Agreement (Benefit Plan); in such case, the limit as to the number of their performances shall be calculated separately for each of the Eligible Persons availing themselves of such medical services.
- 5.4. If the documentation or request submitted by the Eligible Person seeking reimbursement does not provide a basis for determining the amount of the costs incurred for the medical service or gives rise to justified doubts as to the amount of the medical service incurred, the legitimacy of its provision or the identity of the person for whom the service was provided, LUX MED has the right to make reimbursement conditional on the Eligible Person providing additional documents to dispel the justified doubts or to determine the actual amount of the reimbursement. To this end, the Eligible Person claiming reimbursement shall authorise LUX MED to request the medical records of the medical service provided in accordance with Form No. 1 from the healthcare unit that provided the medical service or, if no such authorisation is given, to provide a certified copy of such records.
- 5.5. In the event of a lack of consent for access to medical records relating to a medical service or the failure to submit a certified copy of such records independently by the Eligible Person applying for Reimbursement, as referred to in section 5.4, sentence 2 above, as well as in the event of finding, on the basis of the documentation provided in the manner specified in Section 5.4, sentence 2 above, in the absence of grounds for reimbursement, LUX MED shall have the right to refuse to reimburse the costs in whole or in part, respectively, of which it shall inform the Eligible Person applying for Reimbursement in writing.

- 5.6. If the cost of the medical service in respect of which the Eligible Person seeks reimbursement grossly exceeds the price for such service set out in the LUX MED Price List, and LUX MED has given its consent for reimbursement without any amount limit, LUX MED shall be entitled to reduce the amount of the reimbursement up to the price for this service in the LUX MED Price List, unless the Eligible Person seeking Reimbursement proves that the amount of the costs incurred was adequate and justified for medical reasons.
- 5.7. If, after the Reimbursement is made, LUX MED obtains evidence that the Reimbursement was made on the basis of false information, falsified or forged invoices or receipts, or on the basis of documents enclosed with the request (e.g. invoices or receipts for medical services provided to third parties), LUX MED shall have the right to claim return of the unduly paid amounts within the Reimbursement. To this end, LUX MED shall be entitled to call upon the Eligible Person applying for Reimbursement, to return the unduly obtained Reimbursement, setting a 7-day time limit for return, with interest calculated from the date of transfer of the Reimbursement funds to the date of return thereof.

6. Payment of reimbursed costs

- 6.1. Payment of costs for reimbursed services shall be made on the basis of the Application for Reimbursement submitted by the Eligible Person with attached invoices or receipts, as well as copies of referrals sent within 3 months of the date of the medical service for which the Eligible Person has obtained a Reimbursement Consent.
- 6.2. In the case of receiving incomplete or incorrectly filled request or other documentation, LUX MED will inform the Eligible Person applying for Reimbursement about the need for completion of data that are essential for making the decision and will indicate gaps in the request.
- 6.3. LUX MED shall reimburse the costs to the bank account number indicated in the request within 30 days from the date of delivery of the complete request.

7. Exclusions from reimbursement

- 7.1. Reimbursement shall not include:
- a) the cost of medical services not purchased as a single service, but payable as part of the Eligible Person's lump-sum service under agreements including medical packages, cards, medical subscriptions and other similar agreements for the provision of healthcare (provision of medical services) paid for on a lump-sum basis;
 - b) hospitalisation other services provided in hospital conditions requiring the Eligible Person's stay in a hospital ward;
 - c) aesthetic medicine services;
 - d) occupational medicine, medical jurisprudence, sports medicine, driving licence examination, aeronautical medicine, etc.;
 - e) medical services if the request, invoice or receipt on which the reimbursement is based is sent to LUX MED more than 3 months after the date of the medical service for which reimbursement has been agreed. Submission of the request shall suspend the period referred to above.
 - f) If the request cannot be properly processed as a result of failure to comply with the formal requirements, LUX MED shall call upon the Eligible Person applying for Reimbursement, on pain of not examining the request, to correct or supplement it within a week. If the deadline expires without effect, LUX MED will leave the request unprocessed. A letter left unanswered has none of the effects that the Regulations attach to the submission of the request. The request corrected or supplemented within the time limit shall have effect from the time it is submitted.

8. Personal data

- 8.1. The controller of personal data as part of the Reimbursement process, is LUX MED Sp. z o.o., with its registered office in Warsaw (02-676) at ul. Postępu 21 c (hereinafter referred to as "LUX MED"), in accordance with Art. 4 sec. 7 of the Regulation of the European Parliament and of the Council (EU) 2016/679 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; hereinafter: "the Regulation". Data of Eligible Persons (and when healthcare services covered by the Application for Reimbursement are provided to children until 18 years – also personal data of actual guardians or statutory representatives) are processed as part of the implementation of the notification and the course of the Reimbursement process.

- 8.2. In all matters related to the processing of personal data, each Eligible Person may contact the Data Protection Officer, Ms Katarzyna Piszczewska, by writing to: daneosobowe@luxmed.pl.
- 8.3. As part of the Reimbursement process, LUX MED shall process personal data of Eligible Persons in the scope of the so-called ordinary data, including, inter alia, the data necessary for correct identification of a given Eligible Person, as well as personal data of a special category – personal data relating to health. Personal data shall be processed by LUX MED within the scope resulting from the Application for Reimbursement and submitted attachments (such as invoices) and shall include, among others, name, surname, address of residence, Personal ID No (PESEL) (or date of birth in the case of persons without a Personal ID No), e-mail address, telephone number, bank account details. With regard to personal data of a special category, i.e. health data, LUX MED shall process information on healthcare services provided by the Eligible Person (list of healthcare services, date of their provision, their quantity). In the cases specified in these Regulations, LUX MED shall also process personal data indicated in relevant referrals (including data on the health condition of the Eligible Person). If it is necessary for proper performance of the Reimbursement process and for making appropriate settlements, provided that the Eligible Person granted an appropriate authorisation for LUX MED with regard to obtaining medical records, or provided such medical records via the Eligible Person to LUX MED, LUX MED may also process the Eligible Person's personal data contained in medical records produced as part of the Eligible Person's use of healthcare services indicated by the Eligible Person in the Application for Reimbursement. LUX MED may also process any additional information and data that the Eligible Person submits to LUX MED as part of the Reimbursement process
- 8.4. Personal data of the Eligible Persons are processed in order to enable them to benefit from Reimbursement on the basis of the Eligible Persons' voluntary will and approval of these Regulations (Article 6(1)(b) of the Regulation). As part of the Reimbursement process, LUX MED shall also process personal data on the health condition of the Eligible Person, and shall be entitled to process personal data contained in the medical documentation created as a result of the Eligible Person's use of the healthcare services indicated in the Application for Reimbursement, and the purpose of such processing is to verify the Eligible Person's use of the healthcare service and/or the correctness of the actual amount of the Reimbursement, as well as settling of the provided medical services. LUX MED's obtaining of the Eligible Person's medical records from the medical entity in which the healthcare services for which the Eligible Person wishes to receive Reimbursement have been provided, must be preceded by an appropriate authorisation for LUX MED granted by the Eligible Person; alternatively, the Eligible Person may independently obtain the medical records in question and provide it to LUX MED. As a Personal Data Controller, LUX MED has the right to pursue claims for its business activity and therefore, process the data for this purpose (Article 6(1)(b) and Article 6(1)(f) of the GDPR, as the legitimate interest of the controller, which is pursuing claims and protecting rights). As an entrepreneur, LUX MED also keeps accounting books and is subject to tax obligations which may involve the necessity to process personal data (Article 6(1)(c) of the GDPR in conjunction with Article 74(2) of the Accounting Act of 29 September, 1994).
- 8.5. LUX MED attaches great importance to the protection of confidentiality and takes care of personal data of Eligible Persons. Due to the need to provide LUX MED with an appropriate organisation, inter alia, in the area of its infrastructure or current business affairs, as an entrepreneur, as well as the exercise of the rights of Eligible Persons, personal data may be transferred to the following categories of recipients:
- a) service providers supplying LUX MED with technical and organisational solutions that enable it to manage the organisation (in particular ICT service providers, courier and postal companies),
 - b) providers of legal and advisory services and services supporting LUX MED in pursuing due claims (in particular law firms, debt collection companies);
- 8.6. As LUX MED uses the services of other providers, personal data of Eligible Persons may be transferred outside the European Union. In such an event, the data shall be transferred on the basis of a relevant agreement between LUX MED and the receiving entity, containing standard data protection clauses adopted by the European Commission or on the basis of an appropriate decision of the European Commission.
- 8.7. LUX MED processes the data of the Eligible Persons for the duration of the Reimbursement process and afterwards for the period of limitation of claims, resulting from the provisions of the Civil Code. All data processed for accounting and tax purposes are processed for five years from the end of the calendar year in which the tax obligation arose. Medical documentation concerning the medical services covered by the Application for Reimbursement that the Eligible Person provides to LUX MED or that LUX MED obtains from another healthcare provider on the basis of an authorisation given by the Eligible Person shall be included in the

patient's medical records kept by LUX MED and shall be retained for a period of time determined by the applicable legal provisions in this respect. After the expiry of these periods, the data are deleted or anonymised.

8.8. The Application for Reimbursement and the provision of personal data is completely voluntary; however, failure to provide the required data may result in LUX MED being unable to complete the Reimbursement process.

8.9. As the data controller, LUX MED shall guarantee the Eligible Persons the right to access, rectify, request erasure or restriction of processing of the data. In addition, the Eligible Person may use the right to object to the processing of his/her personal data by LUX MED, and the right to have his/her data transferred to another data controller. If the Eligible Person wishes to exercise any of these rights, he/she should contact LUX MED through the hotline, website or by contacting the Data Protection Officer. LUX MED also informs that each Eligible Person may file a complaint with the authority supervising the observance of personal data protection regulations.

Form No 1. Authorisation to obtain medical records

I, the undersigned:

Patient name and surname:.....

PESEL/date of birth:.....

*** if the person making the statement is a person other than the patient (minor):**

Name and surname:.....

PESEL/date of birth:

I hereby authorise LUX MED sp. z o.o. with its registered office in Warsaw (02-676) at ul. Postępu 21C to retrieve medical documentation concerning me / my minor child*, whose actual guardian/legal representative* I am, drawn up in the medical unit where the medical services covered by my application have been provided, in order to enable LUX MED sp. z o.o. to make correct financial settlements for the purposes of the Reimbursement procedure.

.....
.....

We enclose a pre-paid envelope in which to return the signed authorisation.

Date and signature

.....

** underline as appropriate*

Information on the processing of your personal data by LUX MED sp. z o.o. with its registered office in Warsaw (02-676), ul. Postępu 21C, as their controller as part of the Reimbursement process is available in the Reimbursement Regulations.



luxmed.pl

LUX MED Sp. z o.o.
Postępu 21C Street, 02-676 Warsaw
t: 22 450 50 05, 22 450 50 10 f: 22 331 85 85
District Court for the Capital City of Warsaw in Warsaw
13th Commercial Division of the National Court Register
KRS number: 0000265353
Tax ID No (NIP): 527 252 30 80
Statistical ID No (REGON): 140723603
Share capital: PLN 676,123,500.00

REIMBURSEMENT APPLICATION

Please mark the basis (one of the options below) for applying for reimbursement of medical expenses:

Under contractual provisions:

- 'Freedom of Treatment' Reimbursement
- 'The Price List' Reimbursement
- 'Availability Standards' Reimbursement
- 'A Friendly Transition' Reimbursement
- 'Dental Emergency' Reimbursement

Due to:

- A complaint
- Reimbursement in the case of unavailability of a service in a given town
- An obtained consent for reimbursement of costs
- Other:
-
-

Please send the filled-in Application along with the set of necessary documents to the following address:

LUX MED Sp. z o.o.
Al. Jerozolimskie 94
00-807 Warszawa

With a note: Refundacja (Reimbursement)

ATTENTION! The reimbursement is made in up to 3 months from the date of service provision. Please send in your documents on a current basis.

Confirmation that an attempt was made to schedule a visit at LUX MED:

Where contact was made (indicate)

- Call Centre – Phone number used for contact*:.....
- Patient Portal
- Medical facility (specify the name and address)

Date on which contact was made:

Data of the Beneficiary who used the medical service:

Surname*: First Name*:

PESEL*: Date of birth:

Phone: Mobile phone*:

E-mail*:

Company name*:.....

Forwarding address*:

Street: Postal code:

City/town:..... Post office:

House number:..... Apartment number:.....

Authorised contact person (Data of parent or legal guardian – in case of reimbursement for minors below 18 years of age)

Surname: Name:

Phone: Mobile phone:

E-mail:

Data for payment:

Bank transfer is to be made to the following account:

Bank/Branch*:

Owner*:

Account number *:

*obligatory field

Data on the Healthcare services performed:

1. Reimbursement is based on original VAT invoices or bill issued to a natural person (the beneficiary, and in the case of children up to 18 years – the parent or guardian) together with the specification of benefits provided, including the name of the service, the quantity and the unit price of the service. The original invoice should be attached to this Application. Reimbursement cannot be made on the basis of fiscal receipts.
2. In the table: 'Data on Healthcare services performed' please specify the names of services provided and their price. In the event the service was a medical consultation, please enter the name of medical specialisation in the table, and when the service was a test/examination, please enter the name of the test/examination performed.
3. In the case of laboratory tests, diagnostic tests and other Healthcare services, if a referral requirement results from the Agreement (Benefitplan), and the referral for that service was issued outside an Own Facility, please attach a copy of the referral to the Application.
4. In the case of dental and rehabilitation services, you are required to attach a specification of the provided services, including the unit prices, number of provided services and nomenclature.

No	Name of service	Date on which the Healthcare service was performed	Amount	Invoice number	Reimbursement amount (filled in by LUX MED)
1					
2					
3					
4					
5					

_____ date

_____ town

_____ signature

Please remember to sign the Application**Annexes:**

1. Invoices: – pieces
2. Copies of referrals: – pieces
3. Other: – pieces