

HNRC STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

1. SCOPE

- 1.1 The HNRC standard terms and conditions for the provision of services (hereinafter: **the Standard Terms and Conditions**) stipulate the rights, obligations and responsibilities of the patient and Sihtasutus Haapsalu Neuroloogiline Rehabilitatsioonikeskus (Haapsalu Neurological Rehabilitation Center, hereinafter: **HNRC**) for the provision of services to patients at HNRC.
- 1.2 When providing health care services, the Standard Terms and Conditions are treated as standard terms of a contract for the provision of health care services in the meaning of § 760 of the Law of Obligations Act; when providing supportive health services, the Standard Terms and Conditions are treated as standard terms for the provision of services under an authorization agreement.

2. DEFINITIONS

- 2.1 **Patient** – a person who HNRC is either already providing their services to or who has expressed their wish to receive services from HNRC.
- 2.2 **Service** – a health care service or a supportive health service provided by HNRC. The services provided by HNRC have been listed on their homepage (<http://www.hnrk.ee/en/services/>), but Patients are also welcome to come and inquire about the available services at HNRC.
- 2.3 **Health Care Service** – the activities of HNRC employees or contracting partners for the prevention, diagnosis or treatment of diseases, injuries or intoxication in order to reduce the malaise of the Patient, prevent the deterioration of their state of health or development of the diseases, and restore their health.
- 2.4 **Supportive Health Service** – the activities of HNRC employees or contracting partners undertaken to maintain and restore the Patient's health or improve their quality of life, which for the purposes of effective legislation do not qualify as health care services.
- 2.5 **HNRC Employee** – a doctor or a nurse, who is registered with the Health Board and provides health care services through HNRC; a health professional: physiotherapist, speech therapist, psychologist, peer counselor, occupational therapist, social worker, caregiver; a member of the support staff.
- 2.6 **Health Care Provider** – HNRC Employee or Sihtasutus Haapsalu Neuroloogiline Rehabilitatsioonikeskus as a legal person providing health care services.
- 2.7 **Out-patient Health Care Service** – a health care service or a supportive health service for the provision of which a person does not need to stay at a hospital twenty-four hours a day.

- 2.8 **In-patient Health Care Service** – a health care service or a supportive health service for the provision of which a person needs to stay at a hospital twenty-four hours a day.
- 2.9 **Emergency Care** – a health care service provided by an HNRC Employee in a situation where postponement of care or failure to provide care may cause the death or permanent damage to the health of the person requiring care.
- 2.10 **Physical and Rehabilitation Medicine (PRM)** – an independent medical specialty concerned with the promotion of physical and cognitive functioning, activities (including behavior), participation (including quality of life) and modifying personal and environmental factors.
- 2.11 **Rehabilitation** – a physical and rehabilitation medicine service provided as a social service in the Republic of Estonia, regulated under the legislation in the relevant area (not health care legislation).

3 GENERAL PROVISIONS

- 3.1 A contract for the provision of services between HNRC and the Patient is deemed to have been entered into when the Patient registers to receive a Service from HNRC. By registering to receive a Service from HNRC, the Patient undertakes to follow the Standard Terms and Conditions.
- 3.2 A contract for the provision of services comprises the Standard Terms and Conditions and any oral or written agreements with the Patient. In addition, the legal relationship between the Patient and HNRC is also governed by relevant legislation and any internal rules and regulations (appointment hours of doctors, in-hospital rules, waiting lists, etc.) communicated to the Patient.
- 3.3 The Health Care Services provided by HNRC conform to the general level of medical science at the time the Health Care Services are provided and are provided with the care which can normally be expected of Health Care Providers. The Supportive Health Services provided by HNRC meet the highest professional standards.
- 3.4 The Health Care Provider and the Patient need to work together in order to enable the Services to be provided to the highest standard of quality and achieve the best possible outcomes.

4 REGISTERING FOR SERVICES

- 4.1 Patients can register to receive Services from HNRC by doing one of the following:
- 4.1.1 Sending an e-mail to HNRC at registratuur@hnrk.ee
- 4.1.2 Calling HNRC at +372 472 5404
- 4.1.3 Sending a fax to HNRC at +372 472 5401
- 4.1.4 Stopping by HNRC's reception at Sadama 16 in Haapsalu
- 4.1.5 Registering on-line at www.hnrk.ee (for paid Services only)
- 4.2 Patients are registered for Services on equal terms, except for Patients suffering from acute diseases, their recidivation and/or post-traumatic conditions, who are given priority.

- 4.3 Patients registering for a Service are allocated the first available time in the general waiting list or a later time, if requested by the Patient. HNRC maintains their waiting lists in accordance with the relevant legislative requirements and HNRC's waiting list maintenance principles (original document "Ravijärjekorra pidamise kord" available in Estonian only).
- 4.4 HNRC reserves the right to refuse to register the Patient for Services if any of the conditions specified in the Standard Terms and Conditions under "Refusal of Services" apply.

5 COMING IN FOR SERVICES

- 5.1 When coming in for Services, Patients are required to bring the following:
 - 5.1.1 Identification (passport; ID card)
 - 5.1.2 Notice from HNRC stating that they have been invited for treatment (if any)
 - 5.1.3 Letter of guarantee (if applicable)
 - 5.1.4 Letter of referral from a family physician or a medical specialist (if any and not previously submitted)
 - 5.1.5 Letter of referral from the Estonian National Social Insurance Board (if any)
 - 5.1.6 Decision of the medical assessment committee on the degree of severity of the Patient's impairment and the loss of capacity for work (if any)
 - 5.1.7 Epicrisis, results from any previous tests and analyses (if any)
 - 5.1.8 Personal technical aid card (if any)
 - 5.1.9 Personal hygiene and care supplies (including diapers)
 - 5.1.10 Required assistive devices (wheelchair, rolling walker, orthoses, crutches, etc.) (if any)
 - 5.1.11 Medication the Patient is currently on
 - 5.1.12 Sportswear (closed toed athletic shoes, athletic clothing, swimwear)
- 5.2 For young children it is also recommended to bring along all necessary hygiene supplies, a day's food and the child's favorite toy(s).
- 5.3 It is not advisable to take along any valuables when coming in for Services. HNRC will not be responsible for any valuables belonging to the Patients or to their friends or family members, unless those valuables are held in HNRC's safe.
- 5.4 All Patients coming in for Services should allow time for administrative procedures and arrive at the hospital at least 60 minutes before their appointment.

- 5.5 If a Patient arrives at the hospital a day or more before their appointment (especially if coming in for In-patient Health Care Services), HNRC may not be able to and is therefore not obligated to take them in before their agreed appointment time.
- 5.6 If a Patient has registered for a Service, but is not able to come to HNRC at their agreed appointment time, they are required to inform HNRC at least 24 hours before their agreed appointment.
- 5.7 If a Patient is more than 10 minutes late for their appointment, HNRC has the right to cancel the appointment.
- 5.8 If a Patient is under the influence of alcohol or narcotic substances when coming in for Services or at any time during the duration of in-patient services, the Service will be discontinued and the Patient will not be entitled to a refund.

6 PATIENT CONSENT FOR THE PROVISION OF HEALTH CARE SERVICES

- 6.1 HNRC may examine Patients and provide Health Care Services to them only with their consent.
- 6.2 HNRC assumes that by coming in for Services the Patient expresses their informed consent for the provision of the relevant Health Care Services.
- 6.3 Patients shall have the right to change their mind and withdraw their consent at any time before or during the provision of the relevant Health Care Service. HNRC may request the consent and/or the application to withdraw such consent to be in writing or in the form of an e-mail. The application to withdraw the consent shall be submitted in the same format as the consent (either in writing or by e-mail).
- 6.4 If the Patient is unconscious or incapable of exercising their will for any other reason (a Patient without the capacity to exercise their will) and if they do not have a legal representative or their legal representative cannot be reached, the provision of Health Care Services is permitted without the Patient's consent if this is in the interests of the Patient and corresponds to the intentions expressed by them earlier or to their presumed intentions and if failure to provide Health Care Services promptly would put the life of the Patient at risk or significantly damage their health.
- 6.5 The intentions expressed earlier by a Patient without the capacity to exercise their will or their presumed intentions shall, if possible, be ascertained using the help of their immediate family. The immediate family of the Patient shall be informed of the state of their health, the provision of Health Care Services and the associated risks if this is possible in the circumstances. Immediate family includes the spouse, parents, children, sisters and brothers of the Patient. Other persons who are close to the Patient may also be deemed to be immediate family if this can be concluded from the way of life of the Patient (e.g., partners).
- 6.6 If a Patient with active legal capacity is unable to confirm their intentions with their signature due to a cognitive deficit or for other similar reasons, written consent may be substituted with a verbal consent given in front of two witnesses if such a consent is properly documented in the Patient's treatment documents. Witnesses may be HNRC Employees or persons close to the Patient.

7 PROVISION OF HEALTH CARE SERVICES TO MINORS

- 7.1 In accordance with the General Part of the Civil Code Act, minors should be treated as persons with restricted active legal capacity. The legal representative (a parent or a guardian appointed by a court) of a Patient with restricted active legal capacity has the right to grant the informed consent for the provision of Health Care Services or for information on the state of the Patient's health to be disclosed to third parties in the place of the Patient in so far as the Patient is unable to consider the pros and cons responsibly.
- 7.2 All decisions regarding minors at HNRC shall be made giving priority to the interests and welfare of the minor. HNRC shall determine all facts and circumstances relevant in assessing the impact of the decision on the minor's rights and welfare, explain to the minor the decision to be taken and their motives and listen to the minor's opinion on the matter in a manner appropriate to their age and level of development. HNRC shall not abide by the decision of the legal representative if it appears to damage the interests of the minor.

8 PROVISION OF HEALTH CARE SERVICES TO PATIENTS WITH MENTAL DISORDERS

- 8.1 The legal representative of a Patient with restricted active legal capacity has the right to grant the informed consent for the provision of Health Care Services or for information on the state of the Patient's health to be disclosed to third parties in the place of the Patient in so far as the Patient is unable to consider the pros and cons responsibly. HNRC shall not abide by the decision of the legal representative if it appears to damage the interests of the Patient.
- 8.2 Persons with mental disorders can be treated also without the consent of the Patient or their legal representative, but only in the cases and to the extent stipulated in relevant legislation.

9 CO-OPERATION BETWEEN THE PATIENT AND HNRC

- 9.1 HNRC Employees and Patients shall treat each other with respect.
- 9.2 Patients shall follow recommendations for recovery given by HNRC Employees, like recommendations to avoid smoking or increase physical activity.
- 9.3 To ensure the best possible outcomes, Patients shall inform all HNRC Employees providing Services to them of any circumstances that may affect the state of their health and Service provision, including chronic conditions, unhealthy habits, medication used.
- 9.4 HNRC provides their Services in Estonian or in a language previously agreed upon with the Patient.
- 9.5 Patients shall have the right to be heard by HNRC Employees and their opinion considered during their appointment.
- 9.6 Patients shall have the right to take an active role in their treatment, i.e., be included in the process of planning and reassessing the Health Care Service and participate actively in the PRM and rehabilitation process.
- 9.7 HNRC shall inform the Patient of the results of the examination of the Patient and the state of their health, including any possible illnesses and the development thereof. HNRC shall explain to the

Patient the availability, nature and purpose of the Health Care Services required, the risks and consequences associated with such Services and possible alternatives.

9.8 HNRC shall not disclose to the Patient any information regarding the state of their health and the Health Care Services required if the Patient refuses to be given such information and the legitimate interests of the Patient or any other persons are not damaged thereby.

9.9 HNRC cannot guarantee that the Patient will recover.

9.10 **Patients shall have the following rights:**

9.10.1 Right to security of person and dignity

9.10.2 Right to a second opinion

9.10.3 Right to privacy and confidentiality

9.10.4 Right to physical safety

9.10.5 Right to be treated with dignity and respect

9.10.6 Right to lodge complaints and make proposals

9.10.7 Right to receive information from their treating physician regarding the state of their health and Health Care Services provided to them

9.10.8 Right to receive information regarding the protection of their personal data

9.10.9 Right to receive information regarding their condition, functioning and disabilities as well as possible solutions from HNRC professionals within the limits of their relevant areas of expertise

9.11 **A contract for the provision of services obliges the Patient to:**

9.11.1 Pay for the provided Service to the extent the expenses for providing the relevant Health Care Service are not covered by the Estonian Health Insurance Fund or another person (payment obligation)

9.11.2 In order to ensure the Service will be provided to the highest possible quality, inform all HNRC Employees providing Services to them of any circumstances which, according to their best understanding, may affect the state of their health and service provision, including chronic conditions, unhealthy habits, medication used (obligation to provide information)

9.11.3 Provide any assistance that HNRC requires to perform the contract (obligation to provide assistance)

9.11.4 Arrive at HNRC in time for the agreed Service

9.12 **HNRC shall have the following rights:**

9.12.1 Right to refuse to conclude a contract for the provision of Services with the Patient under the conditions laid down in the Standard Terms and Conditions

9.12.2 Right to postpone the Service under the conditions laid down in the Standard Terms and Conditions

9.12.3 Right to ask a fee for the Service under the conditions and to the extent laid down in the Standard Terms and Conditions

9.13 A contract for the provision of services obliges HNRC to:

- 9.13.1 Provide Services to the Patient who applies therefor unless the terms or conditions of the contract applied for (e.g., the Health Care Service the Patient wishes to receive) are in conflict with provisions of law or the Standard Terms and Conditions
- 9.13.2 Provide Health Care Services that conform to the general level of medical science at the time the Services are provided with the care which can normally be expected of providers of health care services, involving other specialists, if necessary
- 9.13.3 Inform the Patient of the state of their health and of the Health Care Services required, including the nature, purpose, risks, availability and alternatives regarding the relevant Services. HNRC shall not disclose to the Patient information regarding the state of their health and the Health Care Services required if the Patient refuses to be given such information and the legitimate interests of the Patient or any other persons are not damaged thereby
- 9.13.4 Inform the Patient of the state of their health and the progress and results of their treatment and obtain their informed consent
- 9.13.5 Maintain the confidentiality of information regarding the identity of the Patient and the state of their health, which has become known to them in the course of providing Health Care Services (confidentiality obligation)
- 9.13.6 Document the provision of Health Care Services pursuant to the relevant requirements and preserve the corresponding documents (obligation to document)

10 FEES

- 10.1 Services provided to Patients in the general waiting list are subject to prices stipulated in the list of Health Care Services of the Estonian Health Insurance Fund and in the rules and regulations of the Social Insurance Board.
- 10.2 If a Patient wishes to receive a Service at HNRC that is not in the list of health care services of the Estonian Health Insurance Fund or wishes to receive a Service in the list outside the general waiting list or without a letter of referral from a family physician or a medical specialist, PRM and rehabilitation services are subject to prices stipulated in HNRC's fee-charging services price list and the price list established for the Estonian Unemployment Insurance Fund.
- 10.3 Patients self-financing their In-Patient Health Care Services at HNRC are charged according to their personal price offers, which have to be approved by the Patient before booking the service.

11 PAYMENT

- 11.1 Services provided to Patients insured by the Estonian Health Insurance Fund or covered by health insurance in other EU countries are paid for by the Estonian Health Insurance Fund or the Estonian National Social Insurance Board under procedures established by the Health Insurance Act or other applicable EU or Estonian legislation.

- 11.2 Patients whose payment obligation is assumed by the Estonian Health Insurance Fund or the Estonian National Social Insurance Board are required to pay for the Service to the extent of the cost-sharing specified for the relevant Service according to HNRC's price list. The share of costs subject to compensation by the Estonian Health Insurance Fund or the Estonian National Social Insurance Board shall be paid directly to HNRC by the Estonian Health Insurance Fund or the Estonian National Social Insurance Board.
- 11.3 Services not compensated by the Estonian Health Insurance Fund or the Estonian National Social Insurance Board or paid for under an existing contract by a third party (e.g., the Patient's employer) shall be paid for by the Patient according to HNRC's price list.
- 11.4 If a Patient not insured by the Estonian Health Insurance Fund has a health insurance agreement with another insurance provider, HNRC may allow the Services to be paid for by the insurance provider if a relevant letter of guarantee is provided.
- 11.5 Emergency Care provided to the Patient shall be paid for after the Services have been provided either by the insurance provider, the Ministry of Social Affairs or the Patient.
- 11.6 HNRC shall have the right to make changes to their price list. Patients are required to pay for the Service on the day the Service is provided according to HNRC's price list.
- 11.7 HNRC shall have the right to demand a prepayment (in part or in full) for their Services.
- 11.8 If a Patient discontinues their treatment without good reason, they will not be entitled to a refund. If a Patient discontinues their treatment with good reason, they will be entitled to a refund to the extent of their own contribution for the Services not provided. Good reasons include the patient's illness or accidents involving their friends or family members (e.g., illness, death).

12 MISSING THE APPOINTMENT

- 12.1 If a Patient is not able to come to HNRC for the provision of the agreed Out-patient Health Care Service and fails to inform HNRC in due time, HNRC shall have the right under subsection 70 (6) of the Health Insurance Act to charge the Patient double for the performance of their next contract for Health Care Services.
- 12.2 If a Patient is not able to come in for the agreed Services and fails to inform HNRC in due time, HNRC shall have the right to invoice them for the costs incurred in ensuring HNRC's readiness to provide the Services. The cost incurred in ensuring the readiness to provide a Service is one of the following: (1) the cost of the relevant Service stipulated in the list of health care services of the Estonian Health Insurance Fund; (2) if the Service is not in the list of health care services of the Estonian Health Insurance Fund, the cost of the relevant Service in HNRC's price list; (3) if the Patient is not insured by the Estonian Health Insurance Fund, the cost of the relevant Service in HNRC's price list.
- 12.3 If a Patient has booked a PRM and/or rehabilitation package containing a predefined number of procedures, but misses their appointment for a procedure without informing HNRC at least 24 hours in advance, HNRC shall consider the procedure to be provided and still charge the Patient for all the booked services.

12.4 If a Patient self-financing their In-patient Health Care Services at HNRC should miss their appointment, HNRC shall have the right to keep their prepayment.

13 POSTPONING THE APPOINTMENT

13.1 HNRC shall have the right to postpone the appointment if:

13.1.1 HNRC believes it to be reasonable, given the condition of the Patient

13.1.2 HNRC's organizational matters (e.g., illness of an HNRC Employee or a malfunction of a medical device) render it impossible to provide the Service at the agreed appointment time

13.1.3 The Patient is late for the appointment

13.1.4 A conflict between the Patient and an HNRC Employee has lead HNRC to believe that the Patient should be referred to another HNRC Employee

13.1.5 The Patient has failed to pay HNRC the amount payable for the Service

13.2 HNRC shall inform the Patient of postponing the appointment as soon as possible and propose the first available time for the new appointment

14 REFUSAL OF SERVICES

14.1 HNRC shall have the right to refuse to enter into a contract for the provision of Services or to provide a Service under an existing contract for the provision of Services if:

14.1.1 The terms or conditions of the contract for the provision of Services the Patient applies for are in conflict with the Standard Terms and Conditions

14.1.2 The Service the Patient has applied for is not therapeutically justified in the circumstances

14.1.3 The waiting list for the relevant service exceeds 6 months (calculated from the date the Patient requests the service) and would make it impossible to prevent the deterioration of the Patient's state of health and restore their health in time

14.1.4 The provision of the Service applied for would put the life or health of the Patient at a greater risk than refusal of the Service

14.1.5 HNRC's activity license does not grant HNRC the right to provide the Service applied for or HNRC lacks the relevant competence

14.1.6 The provision of the Service applied for would endanger the life or health of an HNRC Employee or a third party

14.1.7 HNRC Employees are unable to communicate with the Patient in a language they would both understand and the Patient is unable to use translation services, making it impossible for HNRC to obtain the Patient's informed consent for the provision of Health Care Services

- 14.1.8 The Patient is under the influence of alcohol or narcotic substances when coming in for Services at HNRC or it is the opinion of HNRC Employees that the Patient exhibits the signs of intoxication by alcohol or narcotic substances stipulated in Regulation of the Minister of Social Affairs of 26 June 2014 No. 37 "The list of signs of a state of intoxication and the manner in which the exhibition or non-exhibition of the said signs is to be established" (original document "Joobeseisundile viitavate tunnuste loetelu ja nende tunnuste esinemise või mitteesinemise tuvastamise viisid" available in Estonian only) or the Patient has consumed alcoholic beverages or used narcotic substances at any time during the duration of the in-patient service.
- 14.1.9 The Patient is rude to HNRC employees or abuses HNRC employees verbally or physically
- 14.1.10 The Patient has failed to pay for the Services HNRC has already provided to them
- 14.1.11 The Patient is more than 10 minutes late for their appointment; consequences for the Patient are the same as for missing the appointment
- 14.1.12 The letter of referral from the referring physician has not been completed pursuant to the relevant requirements
- 14.2 The refusal or discontinuation of Health Care Services shall be documented in the Patient's treatment documents in accordance with applicable legislative requirements.

15 PROTECTION AND DOCUMENTATION OF DATA CONCERNING THE PATIENT'S HEALTH

- 15.1 According to the Law of Obligations Act, the presence of another person during the provision of Health Care Services is permitted only with the consent of the Patient, unless it is impossible to provide the Health Care Services without the presence of the other person, it is impossible to obtain the consent of the Patient and failure to provide the Health Care Services would significantly endanger the life or health of the Patient.
- 15.2 Another person may participate in the provision of Health Care Services with the objective of acquiring a profession under conditions specified in the Health Services Organization Act. Patients shall have the right to decide whether they allow the participation of these persons.
- 15.3 HNRC shall honor their confidentiality obligation, maintaining the confidentiality of information regarding the identity of the Patient and the state of their health, which has become known to HNRC employees in the course of providing Health Care Services or performing their official duties. It is permitted to deviate from the confidentiality obligation to a reasonable extent if failure to disclose the information could result in the Patient significantly damaging themselves or other persons.
- 15.4 The Patient's personal data shall be processed at HNRC in accordance with the applicable EU or Estonian legislation regulating the protection of personal data and HNRC's procedures for processing sensitive personal data.
- 15.5 Patients shall have the right to decide to whom HNRC can disclose information on the state of their health. If a Patient has named persons to whom HNRC cannot disclose information, HNRC shall disclose information on the state of the Patient's health to all entitled persons (e.g., parents of a minor) the Patient has not prohibited to disclose their information to.

- 15.6 HNRC is under the obligation to document the provision of Health Care Services to a Patient pursuant to the relevant requirements and preserve the corresponding documents. The Patient shall have the right to examine these documents and receive copies thereof, unless otherwise provided by law (copies of the first 20 pages shall be provided free of charge).
- 15.7 In order to ensure the security of the Patients, the common areas (but not Patients' rooms) at HNRC are kept under round-the-clock video surveillance.
- 15.8 Taking pictures of a Patient or recording them in any other way (e.g., to illustrate a research paper or information materials) is permitted only with the consent of the Patient.
- 15.9 Using video cameras in the treatment of Patients (e.g., in the gait laboratory or to ensure the security of a Patient in their room) is permitted only with the consent of the Patient.
- 15.10 For the purposes on protecting the data concerning the health of its Patients, taking pictures and making audio or video recordings at HNRC is permitted only with the consent of HNRC's management provided in a format which can be reproduced in writing.
- 15.11 Patients shall receive data concerning their health in the Estonian language and are free to translate it at their own cost, if necessary.
- 15.12 HNRC is not under the obligation to issue any written confirmations or explanations regarding the provision of Health Care Services to the Patient or the state of their health, unless required to do so by the law.

16 CANCELING THE CONTRACT FOR THE PROVISION OF SERVICES

- 16.1 Patients shall have the right to cancel the contract for the provision of Services at any time without giving a reason.
- 16.2 HNRC shall have the right to cancel the contract for the provision of Services only with a good reason due to which HNRC cannot, taking into account all the circumstances, be expected to continue providing the Health Care Services, especially if any of the following conditions apply:
 - 16.2.1 The Patient fails to meet their obligations under the arrangements for the provision of Services agreed on orally or in writing, the Standard Terms and Conditions, HNRC's internal rules and regulations or applicable legislation.
 - 16.2.2 The Patient fails to meet their obligation to provide HNRC with information necessary for providing the agreed Service.
 - 16.2.3 The Patient fails to meet their obligation to provide assistance that HNRC requires to provide the agreed Service. This includes the Patient's refusal to accept other Health Care Services that accompany the provision of the principal Health Care Service the absence of which makes the provision of the principal Health Care Service unpractical.
 - 16.2.4 The Patient fails to pay to HNRC for the provided Service if such expenses are not covered by the health insurance or another person.

- 16.2.5 The Patient is rude to HNRC employees or abuses HNRC employees verbally or physically.
- 16.2.6 The Patient consumes alcoholic beverages or uses narcotic substances at any time during the duration of their in-patient or out-patient services or at HNRC.
- 16.3 After refusing Services to a Patient or canceling the contract for the provision of Services, HNRC shall continue to provide to the Patient such Health Care Services as are unavoidably necessary or the refusal of which is unreasonable, given the chances of the Patient of getting help from other health care providers.

17 CROSS-BORDER HEALTH CARE SERVICES

- 17.1 Patients who wish to receive or who receive cross-border Health Care Services shall have remote access to their treatment documents or the possibility to receive copies thereof.
- 17.2 Patients who wish to receive cross-border Health Care Services shall be presented with all the relevant information, just like Estonian Patients.
- 17.3 When providing cross-border Health Care Services HNRC shall have the right to charge the Patient extra for any expenses incurred due to the nature of the cross-border Services that are necessary for providing the agreed Service.

18 COMPLAINTS

- 18.1 Patients shall have the right to provide feedback, lodge complaints and make proposals to HNRC regarding the provision of Health Care Services by doing one of the following:
 - 18.1.1 Writing them down and leaving them in the drop box available at HNRC where the relevant Health Care Service was provided
 - 18.1.2 Sending a letter or lodging a complaint to HNRC's office at Sadama 16, Haapsalu 90502
 - 18.1.3 Using the electronic feedback form available on HNRC's homepage at <http://www.hnrk.ee/en/feedback/>
 - 18.1.4 Sending an e-mail to HNRC at info@hnrk.ee
- 18.2 All complaints shall be registered without delay.
- 18.3 HNRC shall respond to complaints within 1 month of registering the complaint. The response shall be sent to the e-mail or postal address indicated by the Patient. HNRC shall not respond to anonymous complaints or complaints clearly indicating that HNRC's response is not required.
- 18.4 Patients shall have the right to turn to the following governmental authorities in order to ask for their opinion on HNRC's activities: the expert committee on the quality of health care services, the Data Protection Inspectorate, the Health Board, the Estonian Health Insurance Fund, the Ministry of Social Affairs.

19 HNRC'S LIABILITY

- 19.1 HNRC and the HNRC employee providing the Health Care Service shall be liable for the wrongful violation of their own obligations, particularly for errors in diagnosis and treatment and for violation of the obligation to inform Patients and obtain their consent. HNRC shall not be liable for possible negative consequences suffered as a result of providing the Service if the immediate provider of the Service has informed the Patient of the possible risks and consequences and the Patient has granted their consent for the provision of the relevant Health Care Service.
- 19.2 HNRC shall also be liable for the activities of other legal persons providing their services to HNRC and for any defects in the equipment used upon provision of Health Care Services.
- 19.3 The burden of proof regarding the circumstances which are the bases for the liability of HNRC and of the HNRC employee providing the Health Care Service shall lie with the Patient unless the provision of Health Care Services to the Patient is not documented as required.
- 19.4 The limitation period for a claim of a Patient concerning compensation for damage is 5 years as of the time when the Patient becomes aware that HNRC or a doctor has violated an obligation or caused damage.
- 19.5 HNRC shall be liable for violating their obligations regarding the provision of Supportive Health Services in accordance with the authorization agreement provisions of the Law of Obligations Act. When providing Supportive Health Services, HNRC shall be liable only for direct patrimonial damage caused by the wrongful violation of their obligations and to the amount not exceeding ten times the fee paid for the relevant Supportive Health Service. When providing Supportive Health Services, HNRC shall not be liable for any indirect patrimonial damage or non-patrimonial damage caused by the violation of their obligations.
- 19.6 HNRC and the Patient shall resolve any complaints arisen in the course of providing the Service by negotiations without involving any third parties. This should be seen as the preferred route of dispute resolution. If the parties, however, fail to reach an agreement, the dispute shall be settled in the Haapsalu courthouse of Pärnu County Court in accordance with the laws of the Republic of Estonia.
- 19.7 The legal relationship between the Patient and HNRC is governed by the laws of the Republic of Estonia.