

Article 1 Definitions

The following definitions apply to these general terms and conditions:

- A. Patient: a patient and/or his legal representative for hospitalization, day treatment, (outpatient) clinical treatment and/or research at Stichting Haaglanden Medisch Centrum.
- B. Hospital: the hospital locations of Stichting Haaglanden Medisch Centrum including all annexes (outside clinics) and/or subsidiaries and/or all (private practice) medical specialists working there.
- C. Treatment contract: any contract established between a patient and a caregiver of the hospital or by the hospital itself whereby the caregiver or the hospital commits itself to carry out treatments that apply directly to the patient.
- D. Medical treatment: hospitalization, day treatment, outpatient treatment or consultation, hospital transfer care, certifications and the like, with or without involving specialised medical care or service by or on behalf of the hospital.
- E. Service contract: the contract whereby, in addition to a treatment contract and/or solitary contract, the hospital commits itself to provide (or see to the provision of) services to the patient to be determined in consultation.

Article 2 Applicability

- 2.1 These general terms and conditions shall commence effectiveness on 1 January 2015. These general terms and conditions are applicable to all associated treatment and/or service contracts between the hospital and the patient. The general terms and conditions of the hospital in effect at the time apply to treatment and/or service contracts that were concluded before these (new) general terms and conditions went into effect.
- 2.2 In addition to these general terms and conditions, other general terms and conditions of the hospital may also apply to (treatment) contracts with the patient.
- 2.3 Any deviation from these general terms and conditions is only effective if the hospital has specifically agreed to it in writing.

Article 3. General

- 3.1 If one or more provisions of these general terms and conditions prove to be or become partially or entirely invalid, the remaining provisions in these general terms and conditions will remain applicable without diminution.
- 3.2 Should any lack of clarity exist concerning the interpretation of one or more conditions in these general conditions, the interpretation shall take place 'in the spirit of' these conditions.

Art.4. Identification and (protection of) personal data

- 4.1 Every patient must be able to identify themselves upon any request of the hospital with a legally recognised and valid document of identification. If a patient cannot display such identification on request, the hospital is authorised to suspend the treatment contract unless the matter concerns acute care. With regard to a minor patient under 14 years of age that does not hold a document of identification, the minor must fulfil the obligation to identify themselves via inclusion in the document of identification of the parent. The hospital records the document of identification. According to the 'Wet gebruik burgerservicenummer (BSN) in de zorg' (Dutch act on the use of the citizen's service number in healthcare), the hospital must also request the BSN number and record it.
- 4.2 Foreign patients must as far as possible specify their travel or healthcare insurance from their country of origin.

Article 5 Concluding a treatment contract

- 5. 1. The treatment contract is established when the patient issues an order to carry out medical treatment or have it carried out to a medical specialist.
- 5.2 In case of emergency treatment, the treatment contract is established at the time when the patient is transferred by the ambulance personnel to the hospital or a medical specialist or at the time the patient reports to the desk of the hospital or the medical specialist.
- 5.3 The patient shall adhere to the house rules.
- 5.4 When he enters into the treatment contract, the patient is simultaneously issuing an order to the hospital for the hospital to effect standard final care - or have this done - in case the patient dies

in the hospital, to the extent that the immediate relatives of the patient as described in article 7:465 (3) Civil Code do not take other measures within three hours after the death. The work thus carried out by or on behalf of the hospital is invoiced separately at the rates in effect and published at that time.

- 5.5 By entering into the treatment contract, the patient agrees to the granting of access to their electronic medical dossier to caregivers, both inside and outside the hospital, to the extent that this is necessary for the provision of optimal care.
- 5.6 In accordance with the provisions of article 7:456 CC, the patient in principle is entitled to view their own dossier or to receive a copy thereof. The hospital has the right to charge a reasonable fee for the provision of said copy.
- 5.7. The hospital will maintain confidentiality regarding the data provided by the patient on behalf of the dossier, unless on the basis of law or regulations (including article 7:458 CC) it is required to release this information.

Article 6 Cancellation of appointments

- 6.1 If the patient cannot be present at an appointment that he has made or had made for him for medical treatment by the hospital, he must cancel this appointment at the latest 24 hours in advance except in instances of force majeure.
- 6.2 Unless proven otherwise, in this matter the hospital administration serves as full proof that and when such an appointment has been made or cancelled.
- 6.3 Appointments that are not correctly cancelled or not correctly cancelled on time can be invoiced to the patient by the hospital.

Article 7 Suspension and discontinuation of treatment

- 7.1 The treatment contract may be suspended or discontinued or a new treatment contract may be refused if the patient has not fulfilled his payment obligations on time. An exception to this is in matters of acute care.
- 7.2 Discontinuation of treatment may take place at any time with mutual consent. Only if there are compelling reasons why the treatment should not be continued can the treatment contract also be terminated unilaterally by the caregiver of the hospital or by the hospital itself.
- 7.2 Compelling reasons shall in any case be considered to exist if the patient behaves so improperly or badly toward the hospital or its employees or the volunteers working there and/or toward fellow patients or their visitors that this creates an untenable situation, the care to others threatens to become disrupted or the confidential relationship is irreparably damaged.

Article 8. Payment

- 8.1 The patient owes the hospital the regularly established price for treatment and service (DBS), and/or other services according to the rates established for these by the hospital, to the extent that these costs are not paid directly by the health insurer on the basis of the Health Insurance Act or the AWBZ (act on special costs, EMEA). In case of disputes between the patient and the health insurer concerning reimbursement for treatment and care, the patient himself must pay for the care.
- 8.2 The patient authorises the hospital to request payment (of the insured part) on his behalf from the insurance company of the costs of the medical treatment that he has received. The hospital will endeavour to obtain payment as far as possible for the treatment provided for the patient from the health insurer of the patient. The patient will provide the hospital at its first request and in each instance if the hospital asks for this, the relevant insurance data. If the health insurer prescribes this for certain treatments, before the treatment the patient will provide a specific authorisation from the health insurer. Upon receipt of the payment from the insurance company, the hospital will adjust the amounts received by the hospital against what the patient owes the hospital on the basis of the treatment.
- 8.3 If there is reasonable cause to do so, the hospital may request a reasonable deposit or a guarantee from the patient before providing care, unless the matter involves acutely necessary care. The hospital can in any case first request a reasonable deposit or prepayment if:
 - a. The patient is uninsured or only partially insured for the costs of the care to be provided;
 - b. The patient wishes to have a treatment that falls entirely outside the insurance package applicable to the patient;

- c. The hospital has not (yet) concluded a contract with the health insurer with whom the patient is insured, or if the care to be provided does not, or does not any longer, fall under the scope of the contract concluded between the hospital and the health insurer.
- 8.4 The full price for the medical treatment(s) provided is payable as of the time at which the relevant DBC (diagnosis-treatment combination) is concluded.
- 8.5 The hospital sends the invoice as soon as possible, but at the latest within two months after conclusion of the relevant DBC, to the patient.
- 8.6 For treatment commenced before 2015, the hospital will specify on the invoice which part thereof has to do with the services of the medical specialist(s) and which part with the healthcare facility. Treatments commenced in 2015 will specify the rates in full. The hospital will also specify the payment terms on the invoice.
- 8.7 Objections to the amount of an invoice do not suspend the obligation to pay them.
- 8.8 If the patient has not paid the invoice from the hospital within the payment period specified on the invoice, he is in default without further notice of default. After the passage of the payment period, the hospital sends the patient a payment reminder and gives him the opportunity to pay the invoice after all within 14 days after the date of the payment reminder.
- 8.9 If the invoice from the hospital is not paid, or not paid in full, after the passage of the second payment period, all reasonable costs of acquiring payment, both judicial and extrajudicial, are for the account of the patient. This amount is at least € 40.00 (in accordance with the law on extrajudicial collection costs for consumers no. 32 418 of 13 March 2012.) In addition, commencing at the moment at which the first payment term concludes, the hospital may invoice the patient the statutory interest on the unpaid part of the invoice.
- 8.10 If the invoice from the hospital has not been paid or has not been paid in full after the conclusion of the second payment period, all open claims of the hospital against the patient, notwithstanding any applicable stipulations or agreements, become immediately payable.
- 8.11 The extrajudicial collection costs are calculated according to the Law Extrajudicial Collection Costs for Consumers no. 32418 of 13 March 2012.
- 8.12 If in connection with the collection of claims against the patient the hospital uses third parties such as collection agencies or transfers such claims to such third parties, the hospital is authorised to release the invoice data regarding the patient to said third parties.

Article 9 Rates

- 9.1 Regardless of any possible other notifications to the patient, the hospital is authorised at all times to change prices without notice. At the time of provision of medical treatment the hospital will always issue invoices according to the prices in effect and known at that time.
- 9.2 Where legally necessary, at the establishment of prices and price changes the hospital will bear in mind the applicable price specifications of the Dutch Healthcare Authority or the guidelines of any other legally designated body.
- 9.3 A price increase on the part of the hospital gives the patient the right to terminate a contract for the provision of medical care concluded before the time of the price increase until 24 hours before the moment of execution of the medical treatment.

Article 10 Adjustment

An appeal by the patient for adjustment is not possible if the counter claim of the patient is disputed by the hospital with good justification.

Article 11 Liability

- 11.1 The hospital accepts no liability for (amongst others) damage to, disappearance, loss or theft of personal property of the patient stored by the hospital, unless the patient has incurred material loss through the proven fault or negligence of the hospital.
- 11.2 The patient can hold the hospital liable for loss incurred as a consequence of negligent medical care by the hospital. Such liability shall be announced in writing and directed to the Board of Directors of the hospital. The insurer of the hospital will investigate whether the hospital is liable for the alleged loss due to injury and to what extent said loss will be compensated. The patient undertakes to cooperate with the investigation by the insurer.

Article 12 Dutch law

Dutch law applies to all contracts concluded between the hospital and the patient.

Article 13 Amendments to these general terms and conditions

- 13.1 The hospital is authorised to make changes in the content of these terms and conditions.
- 13.2 With the exception of that set out in the 3rd section of this article, such changes also apply with regard to already existing treatment and service provision contracts to which these general terms and conditions apply, unless the hospital states that this is not the case.
- 13.3 If a patient does not wish to accept a change that applies to a treatment and/or service contract to which he is a party, he may terminate the contract with the hospital in writing commencing on the date on which said change goes into effect. Such written notice must have been received by the hospital before the commencement date of the change.