



General terms and conditions of the STICHTING SINT FRANCISCUS VLIETLAND GROEP, trading under the name Franciscus Gasthuis & Vlietland, with its registered office in Rotterdam, and the associated medical specialists. Filed at the registry of the Rotterdam District Court under deposit number 18/2019.

The text of these General Terms and Conditions was established in a decision of the Board of Directors of Franciscus Gasthuis & Vlietland (hereinafter also referred to as "SFVG") on 29 August 2017.

These General Terms and Conditions apply to all agreements concluded by and with the Hospital, hereinafter referred to as "Hospital", regarding (whether or not acute) treatment and also with regard to the delivery of other services and / or goods.

These General Terms and Conditions are stated on the webpage of Franciscus Gasthuis & Vlietland (www.franciscus.nl), are available at all times at the request of the Patient and can be sent to him free of charge if required.

1. Definitions

The following definitions apply in these General Terms and Conditions:

- A. Hospital: Franciscus Gasthuis & Vlietland in Rotterdam and / or the associated specialized physicians.
- B. Treatment Agreement ("Behandelovereenkomst"): all agreements concluded by the Hospital with a Patient regarding treatment within the meaning of the Medical Treatment Agreement Act ("Wet op de Geneeskundige Behandelovereenkomst", WGBO).
- C. Patient: the other party (and / or his legal representative) of the Hospital when entering into the treatment agreement.
- D. Treatment: admission to a hospital, day treatment, outpatient treatment or consultation, hospitalized care, testing and all other medical specialist care.
- E. Service agreement: the agreement whereby the Hospital commits itself, in addition to a treatment agreement, to the delivery of services to be determined by mutual consultation to the Patient.
- F. DBC: Diagnosis treatment combination

2. Applicability

- 2.1 These General Terms and Conditions come into effect on the date of registration and apply to all subsequent Treatment and / or Service Agreements between the Hospital and the Patient. The current Terms and Conditions will continue to apply to the treatment and / or Service Agreements that were concluded before these General Terms and Conditions came into force.
- 2.2 A deviation from these General Terms and Conditions is only valid if the Hospital has explicitly agreed to this in writing via the Executive Board.
- 2.3 If one or more provisions of these General Terms and Conditions should prove to be wholly or partially invalid or will be destroyed, the remaining provisions in these General Terms and Conditions will remain fully applicable.
- 2.4 If there is any uncertainty about the interpretation of one or more provisions of these General Terms and Conditions, the explanation thereof must take place "in the spirit" of these provisions.

3. Payment

- 3.1 The Patient owes the Hospital the costs for the medical treatment, service and / or other services provided in accordance with the rates set for this by the Hospital, insofar as these costs are not paid directly by the health insurer pursuant to the health insurance Act ("Zorgverzekeringswet") "or the WLZ ("Wet langdurige Zorg", Long-term Care Act) or through the WMO ("Wet Maatschappelijke Ondersteuning", Social Support Act) by the municipalities.
- 3.2 The Patient informs the Hospital on the first visit, and whenever the Hospital requests it, about the relevant insurance details. If the health insurer prescribes this for certain treatments, the Patient must submit a specific authorization from the health insurer prior to the treatment agreement. The patient is obliged to timely inform the Hospital of any change of address or insurance data.
- 3.3 The Patient authorizes the Hospital to request, on behalf of the Patient, payment from the insurance company (of the insured part) of the costs of the treatment provided to him. To this end, the Patient provides the Hospital with the necessary information about the insurance. Upon receipt of the reimbursement from the insurance company, the Hospital settles the amounts received by deducting them from what the Patient owes to the Hospital as a result of the treatment.
- 3.4 When the Patient is not or only partially insured, or when the Patient wants a treatment that is entirely outside the applicable insurance package to that patient, the patient must inform the hospital about this when entering into the treatment agreement. In such a case, the Hospital will provide an advance bill prior to the start of treatment. The patient is required to pay this bill prior to treatment. After the treatment has ended, the exact amount will be deducted from the advance paid by the patient.
- 3.5 The Hospital is entitled to demand full or partial payment in advance or security from the Patient for the estimated costs of the treatment or further treatment to be provided to him at any time that there are reasonable grounds for this. However, the failure to pay in advance or to provide security does not give the Hospital the power to postpone or refrain from providing acute care. The doctor assesses whether there is acute care to be provided.
- 3.6 In the case of a personal contribution or other deductible, an invoice can be split into a part for the Patient and a part for the health insurer. The Hospital will charge the Patient administrative costs for this.
- 3.7 The full price for the medical treatment (s) provided cannot be claimed earlier than at the time the relevant DBC is concluded.
- 3.8 The Hospital will send the invoice to the Patient as soon as possible, but no later than 12 months after the relevant DBC has been closed to the Patient.
- 3.9 Objections to the amount of the invoice do not suspend the payment obligation thereof.
- 3.10 If the Patient has not paid the Hospital's invoice within the payment term of thirty (30) days stated on the invoice, he will be in default without further notice of default. After the expiry of that period, the Hospital will send the Patient a payment reminder and give him the opportunity to pay within fourteen (14) days after the date of the payment reminder.
- 3.11 If the invoice from the Hospital has not been paid or has not been paid in full after the expiry of the second payment term, then all costs incurred in obtaining quittance in or out of court will be borne by the Patient. Moreover, from the moment the first payment term has expired, the Hospital may charge the Patient the statutory interest on the unpaid part of the invoice.
- 3.12 If the hospital invoice after the expiry of the second term is not or has not been paid in full, this means that all outstanding and expire claims from the Hospital to the Patient, despite any contrary clauses or agreements, become immediately due and payable.
- 3.13 The extrajudicial collection costs are calculated in accordance with the provisions of Articles 1 and 2 of the Extrajudicial collection expenses Decree.

- 3.14 If the Hospital uses third parties such as collection agencies in the context of the collection of claims against the Patient, or transfers such claims to such third parties, the Hospital is entitled to provide the personal data of the Patient known to these third parties. By accepting the General Terms and Conditions, the Patient has given explicit permission for this.

4. Identification

- 4.1 Every Patient must be able to identify himself at the request of the Hospital with a legally recognized proof of identity. If a Patient cannot show such proof of identification on request, the Hospital is entitled not to enter into the treatment agreement or to suspend it unless it concerns acute care.

5. Cancellation of appointments

- 5.1 If the Patient is unable to comply with an agreement made with the Hospital to perform medical treatment or check-up, he must cancel this agreement, barring force majeure, no later than 24 hours in advance.
- 5.2 If the Patient does not appear at an appointment and has not and / or not timely canceled (less than 24 hours in advance) and / or has not canceled correctly, the Hospital may decide to charge the Patient an amount for this appointment, except if and to the extent that the patient can prove that there is force majeure. These costs are not reimbursed by the insurer.
- 5.3 Subject to proof to the contrary, the purpose of the Hospital Administration is to provide full evidence that and when such an appointment has been made or canceled.

6. Cancellation or suspension of treatment agreement

- 6.1 Without prejudice to elsewhere specified in the General Terms and Conditions, termination or suspension of the treatment agreement is possible if the Patient behaves improperly or improperly towards the Hospital or her staff or the volunteers working there and / or with regard to fellow patients or their visit, which makes the situation unworkable, assistance to others is in danger of being compromised or the relationship of trust is irreparably disrupted.

7. Final care in the event of death

- 7.1 The Patient - subject to an explicitly different statement to the contrary - also entrusts the Hospital with entering into a treatment agreement for the performance of the hospital's usual last care in the event of death within the Hospital, to the extent that the patient's immediate relatives as described in art. 7:465 paragraph 3 of the Dutch Civil Code not make any other provision within three hours of death. The work performed by or on behalf of the Hospital is charged separately at the rates applicable at that time.

8. Rates

- 8.1 The Hospital is at all times entitled to change rates without further notice, regardless of any previous notifications to the Patient. The Hospital will always charge the rates that are in force and announced at the time of the medical treatment.
- 8.2 When determining the rates and rate changes, the Hospital takes into account the applicable pricing regulations of the Dutch Healthcare Authority or any other body designated by law for this purpose.
- 8.3 A rate increase from the Hospital gives the Patient the right to cancel an agreement concluded before the time of that rate increase to have medical treatment performed up to 24 hours before the moment of performing that medical treatment.

9. Settlement

- 9.1 An appeal by the Patient to set-off is not possible if the Counterclaim of the Patient is properly countered by the Hospital.

10. Applicable law and competent court

- 10.1 Dutch law applies exclusively to all legal relationships between the Hospital and the Patient or other natural and legal persons.
- 10.2 Disputes between the Hospital and the Patient in the context of the General Terms and Conditions will be settled exclusively by the competent court in Rotterdam.

11. Rights and obligations

- 11.1 The generally acceptable and legally established patient rights will be observed by the Hospital. These rights concern, among other things, the obligation of the Hospital to set up a written and / or electronic file with regard to the treatment of the patient, the right of the patient to inspect or copy his file, and the obligation of parties to each other provide relevant information for the benefit of treatment and the protection of the privacy of the patient.
- 11.2 The Hospital will only provide data about Patients to insurers and governments that are legally required or that have been established in nationally established protocols or by agreement between the Hospital and the health insurer.
- 11.3 The Patient enjoys protection of his data: data will only be provided to third parties with the consent of the patient, his legal representative or on the basis of legal provisions. The Hospital adheres to the provisions of the WGBO, the Individual Healthcare Professions Act, the Personal Data Protection Act, the Criminal Code (Article 272) and nationally established codes of conduct for the processing of personal data by health insurers.
- 11.4 Patients and visitors are obliged to abide by the stay and visit rules set by the Hospital.
- 11.5 The Hospital is responsible for and takes measures aimed at promoting safety (protection against theft, molestation, infections), including camera surveillance and limiting access to parts of the building.
- 11.6 Patients and visitors are personally responsible for personal belongings that are taken to and used in the Hospital. The Hospital is not liable for theft or loss.
- 11.7 A report is always made to the police and / or supervisory organizations of threats, fraud, theft and other violations of the law.
- 11.8 The Hospital is insured with regard to legal liability for damage and can transfer the handling of a claim report by the Patient to the insurer. The Hospital is not liable for damage insofar as it exceeds the amount that the insurance company pays to the Hospital in this regard, plus the deductible applicable to the Hospital.

12. Modification of the General Terms and Conditions

- 12.1 The Hospital is entitled to change the content of the General Terms and Conditions.
- 12.2 Subject to the provisions of the third paragraph of this article, such changes also apply to existing treatment and service agreements to which these General Terms and Conditions apply, unless the Hospital indicates that this is not the case.
- 12.3 If a Patient does not wish to accept a change that relates to a treatment and / or service agreement concluded by him, he may terminate the agreement with the Hospital in writing with effect from the date on which the change takes effect. The written cancellation must have been received by the Hospital before the effective date of the change.

13. Complaints

- 13.1 The Hospital provides a complaints procedure that offers the following options:
 - The Patient discusses the complaint directly with the person (s) involved;
 - The patient discusses the complaint with the client counselor;
 - The Patient asks the Executive Board for an opinion.

The Complaints Regulations can be requested via the client representatives or via the website of the hospital (www.franciscus.nl).