

# Terms of Use of the Website of Towarzystwo Ubezpieczeń ZDROWIE S.A.

## DOWNLOAD TERMS OF USE OF THE TU ZDROWIE WEBSITE

### General provisions

1. Pursuant to Article 8(1)(1) of the Act of 18 July 2002 on electronic service provision, Towarzystwo Ubezpieczeń ZDROWIE S.A. hereby establishes the Terms of Use for **electronic service provision**, hereinafter referred to as ***the Terms of Use***.

2. The Terms of Use define the principles of use of the online website available at [www.tuzdrowie.pl](http://www.tuzdrowie.pl) (hereinafter referred to as the Website) and the services provided electronically through the said Website, including the submission of requests for proposals, the purchase of private health insurance, downloading forms electronically, viewing the status of payment of premiums or installments of premiums due under private health insurance, updating lists of the insured, notification of the need for hospital services, viewing lists of services provided, e-registration and others.

3. Within the meaning of these Terms of Use, the User shall mean each user of the Website.

4. Within the meaning of these Terms of Use, the Client is an individual, legal entity or organizational unit without legal personality, making inquiries, ordering private health insurance, having private health insurance or mediating in the conclusion of health insurance agreements.

5. The Terms of Use are available free of charge on the website [www.tuzdrowie.pl](http://www.tuzdrowie.pl) in a form allowing for their downloading, recording and printing. Everyone can read the content of these Terms of Use.

6. In matters not regulated by the Terms of Use, the following provisions shall apply:

- Act of 23 April 1964 – Civil Code;
- Act of 18 July 2002 on provision of services by electronic means;
- Telecommunications Act of 16 July 2004;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

and other current and applicable legislation.

### Terms of Use of the Website

1. Each Website User is obliged to use the offered Services in a manner compliant with the law, these Terms of Use and the specification of a given Service as well as with the rules of social coexistence and good manners. In particular, the User is obliged to:

a) to refrain from any actions hindering the use of the Website;

b) to refrain from posting on the Website content which is commonly regarded as indecent, illegal or violating personal rights or property;

c) to refrain from any action violating the law, morality or personal or property rights.

2. It is forbidden to use other people's data as one's own data.

3. It is forbidden for the User to send to Towarzystwo Ubezpieczeń ZDROWIE S.A. information and content of an unlawful or offensive nature, information that may mislead, as well as content that contains viruses or may cause disruption or damage to computer systems.

4. Towarzystwo Ubezpieczeń ZDROWIE S.A. shall not be held liable for the content of messages sent by the Users while using the Website.

5. It is prohibited to use the Website to send offers and advertisements of goods, services or activities.

#### **Type of service provided by electronic means**

1. The following services are provided by Towarzystwo Ubezpieczeń ZDROWIE S.A. through the Website:

- Informing of and promoting private health insurance;
- Informing about and promoting pro-health behavior;
- Informing about innovative methods of treatment, diagnosis and prevention of diseases;
- Making enquiries about private health insurance;
- Purchasing private health insurance;
- Informing about the terms and conditions of the agreement concluded by the Policyholder, including the status of premium payment;
- Informing insurance brokers about insurance concluded through them;
- Informing about the benefits granted to the Insured Person;
- e-Registration;
- Electronic downloading of applications and insurance documents;
- Providing an opportunity to ask questions about insurance;
- Providing an opportunity to ask a question concerning the functioning of the Website and provided Services.

The services mentioned above performed at the request of the User and the Client are within the meaning of the Act of 18 July 2002 on the provision of services by electronic means, hereinafter referred to as the Service.

#### **Terms of electronic service**

1. The Service is provided by Towarzystwo Ubezpieczeń ZDROWIE S.A. only to Clients and Users who have met the conditions of these Terms of Use.

2. In order to perform the Services, Towarzystwo Ubezpieczeń ZDROWIE S.A. makes available the Website, where Users and Clients may use the Services available on the Website upon fulfilling the conditions necessary for the performance of the Service.

3. Conclusion and termination of contracts for the provision of Services is carried out through the Website.

4. In order to use the Services leading to the takeout of private health insurance and to obtain detailed information under other Services on the Website, it is necessary for the Client or the User, depending on the Service, to provide:

- first and last name or nickname;

- e-mail address;

- address of residence;

- date of birth and PESEL [Personal Identification Number];

- Phone number,

- data necessary to determine the health risk of a given Client or User (in the case of health insurance contracting).

5. The Client and the User give their consent to the inclusion and processing of their personal data in the database of Towarzystwo Ubezpieczeń ZDROWIE S.A. The data are processed in accordance with the law, and only to carry out the Service; and for marketing purposes exclusively in the case of a separate agreement by the Client. The controller of the personal data of the Clients and Users is Towarzystwo Ubezpieczeń ZDROWIE S.A.

6. Granting permission to process personal data for marketing purposes means that you agree to receive information regarding special offers, promotions and competitions, as well as new private health insurance products from Towarzystwo Ubezpieczeń ZDROWIE S.A. to the e-mail address provided.

7. The Client and the User have the right to inspect the registered personal data concerning them and the right to request their modification and deletion.

8. Towarzystwo Ubezpieczeń ZDROWIE S.A. is committed to protecting the personal data of its Clients and users, in particular to maintain their confidentiality and not to share them with unauthorized persons and entities. Disclosing personal data of Clients or Users to these persons and entities may only take place on the basis of the express consent of the Client or User or pursuant to applicable law.

## **Privacy Policy**

1. Towarzystwo Ubezpieczeń ZDROWIE S.A. informs that while using the Website, short text information called “cookies” are saved on the User’s or Client’s computer, or other technologies are used (e.g. local storage). “Cookies” must be enabled for proper provision of Services on the Website. The “cookies” contain information necessary for proper functioning of the Website, in particular those activities that require authorization.
2. The content of cookies does not allow to identify the Client and the User. Personal data are not stored nor processed by means of cookies.
3. Detailed information on privacy policy, in particular on the use of cookies or other technologies (such as local storage) is available to all Clients and Users on <https://tuzdrowie.pl/polityka-prywatnosci/>.

### **Complaints**

1. Complaints regarding the operation of the Website shall be submitted and considered in accordance with the provisions of these Terms of Use. Other complaints shall be submitted and dealt with in accordance with the relevant documents of Towarzystwo Ubezpieczeń ZDROWIE S.A. made available to the persons submitting complaints, including the Complaints Consideration Policy available on the website of ZDROWIE S.A. Insurance Company and in accordance with the provisions of the Act of 5 August 2015 on Complaints Handling by Financial Market Entities and the Financial Ombudsman.
2. Complaints shall be submitted electronically to the e-mail address: [reklamacje@tuzdrowie.pl](mailto:reklamacje@tuzdrowie.pl) or by completing the claim submission form – insured’s zone/reclaims.
3. The subject of the complaint are comments and suggestions concerning the operation of the Website.
3. The complaint should contain the identification of the User or Client and a brief description of the reservations regarding the operation of the Website.
4. If the complaint needs to be supplemented, Towarzystwo Ubezpieczeń ZDROWIE S.A. shall ask the Client or the User to provide details of the service provided.
5. Towarzystwo Ubezpieczeń ZDROWIE S.A. shall examine the complaint within maximum 7 working days from the date of its receipt.
6. If it is not possible to consider the complaint within the aforementioned period due to the need to clarify the circumstances in detail, Towarzystwo Ubezpieczeń ZDROWIE S.A. shall inform the Client or the User indicating the reason for the extension of the deadline and the expected time for responding.

### **Reservations**

1. Towarzystwo Ubezpieczeń ZDROWIE S.A. reserves the right to temporarily suspend the Website or particular Services in order to perform maintenance works.

2. Towarzystwo Ubezpieczeń ZDROWE S.A. reserves the right to remove or modify the content and functions of the Website, to change the rules of using the Website, including the rules of using the Services, without having to justify the reason for the change.
3. Towarzystwo Ubezpieczeń ZDROWIE S.A. shall take due care in obtaining information. Information and opinions contained in the Website by Towarzystwo Ubezpieczeń ZDROWIE S.A. are provided to Clients and Users solely for information purposes and may be subject to change without prior notice.
4. Towarzystwo Ubezpieczeń ZDROWE S.A. shall not be held liable for information placed by the Clients and Users, the content of comments and messages sent, as well as for any consequences of using by the Client or the User or any other person the materials and information obtained through the Services offered on the Website.
5. Towarzystwo Ubezpieczeń ZDROWE S.A. states that the use of the Website and Services provided by it is at the sole risk of the Client and the User.
6. Towarzystwo Ubezpieczeń ZDROWE S.A. shall not be held liable for non-performance or undue performance of obligations under these Terms of Use, if the non-performance or undue performance is due to circumstances for which Towarzystwo Ubezpieczeń ZDROWE S.A. is not responsible, including force majeure. In the case of force majeure, execution of the Service shall be suspended for a period equal to the period of the force majeure.
7. The content of the Website, in particular trademarks, are protected by Polish law. The Users and the Clients are not allowed to record, multiply by any technique, market, enter into computer memory, publicly reproduce, display or otherwise process the published materials without the consent of the Towarzystwo Ubezpieczeń ZDROWIE S.A.
8. The use of information and data on the website of Towarzystwo Ubezpieczeń ZDROWIE S.A. shall not mean that Clients or Users acquire any rights on intangible property to the materials contained therein.

#### **Final provisions**

1. The Terms of Use may be amended by Towarzystwo Ubezpieczeń ZDROWE S.A. at any time.
2. The use, ordering and delivery of services provided by Towarzystwo Ubezpieczeń ZDROWIE S.A. to the Clients and Users by means of the Website is tantamount to agreeing to the wording of the Terms of Use valid at the moment of undertaking activities on the Website by the Client or User and to the Client's or User's commitment to comply with these Terms of Use.