



**Rules and regulations  
for the sale of the Damian Medical Centre medical care packages, version 1/2022**

§ 1 These rules and regulations define the rights and obligations of the buyer and seller of the medical care package of the Damian Medical Centre. The seller is Damian Medical Centre Holding sp. z o.o. with its registered office in Warsaw at ul. Wałbrzyska 46, 02-739 Warsaw, entered in the register of entrepreneurs under KRS (National Court Register) number 0000189581.

§ 2 1. By purchasing a package, the buyer acquires from the seller the right to use certain medical services of the seller's own facilities (outpatient clinics and other organisational units of the Damian Medical Centre) at an appropriate discount compared to the seller's price list; this right is hereinafter referred to as the package. The package also includes discounts on certain services that are payable separately.

2. Subject to § 13(3), the package does not apply to services provided by the Damian Hospital.

§ 3. The Buyer can purchase a package worth PLN 750, PLN 1500 and PLN 2500. The packages have different expiration dates and provide different discounts according to the following table.

Package value	Discount percentage (subject to § 11(4))	Term of the package
PLN 750	5%	6 months - from the date of purchase
PLN 1500	10%	12 months - from the date of purchase
PLN 2500	15%	18 months - from the date of purchase

§ 4. The purchase price is the value of the package indicated in § 3.

§ 5. 1. The purchase of the package is made at the seller's facility.

2. The package can also be purchased in the online shop (online purchase).

§ 6. 1. When purchasing the package at the seller's facility, the buyer can indicate the persons who will use the package. In the event of such an indication, the buyer specifies whether they themselves will also use the package.

2. The persons who will be able to use the package may be indicated by the buyer at the seller's facility by submitting a signed application indicating the value of the package, the date of purchase and the first name, last name, Polish PESEL number (or date of birth) and address of: the buyer and the person to be removed from the package or included in the package, or by sending a scan of such an application to the following address: [dak@damian.pl](mailto:dak@damian.pl). In the case of a child without a PESEL number, the PESEL number of the parent must additionally be provided, and in the case of a foreigner without a PESEL number, the passport number. A model application form is attached to these rules and regulations. It is available at the reception desk of the seller's facility and can also be downloaded from the following website **Błąd! Nieprawidłowy odsyłacz typu hiperłącze.** The indication (change) of the persons authorised to use the package takes place within three working days from the date of receipt of the complete application by the seller.

§ 7. 1. Prior to the purchase of the package at the seller's facility, the buyer will receive the text of these rules and regulations against receipt.

§ 2 An online purchase is possible upon acceptance of the content of these rules and regulations by ticking the appropriate box.

§ 8 When concluding a contract at the seller's facility, the buyer will sign two copies of the purchase confirmation according to the model attached to these rules and regulations, with one copy for each party.

§ 9 The package can be used during its period of validity calculated from the date of purchase. Any unused funds within the package will not be refunded after the expiry of the package, subject to § 10.

§ 10 A buyer who has not designated another person as authorised to use the package and who, due to health reasons, has lost the possibility to use the services included in the package, is entitled to a refund of the unused funds within the package. The buyer is also entitled to this right if they have indicated that they would not use the package themselves and any of the persons they have indicated as authorised to use the package have lost the possibility to use further services due to health reasons. In such a case, the buyer is obliged to submit, together with the request for refund, to the head of any of the seller's facilities, copies of documents confirming the loss of the possibility to use medical services. The buyer



will be refunded the value of the package purchased, less the cost of the services provided according to the current price list. The seller's facility where the package was purchased is competent to process the request and make the refund. The package expires when the buyer provides the bank account number for refund, unless it has expired earlier in respect of its period of validity. The right to refund expires if the buyer's request is not made within one month of the expiry of the package.

§ 11 The person entitled to use the package on which unused funds remain may, during the period of validity of the package, purchase from the seller a service whose price exceeds the value of these funds, by paying for the difference. The service thus purchased will be fully covered by the package discount.

§ 12 Prices of services provided by the Damian Medical Centre are subject to change. The current price list is available at the reception desk of any of the seller's facilities.

§ 13 1. The package includes the following services: medical consultations (including medical opinion by a professor of medicine), diagnostic tests (including ultrasound, CTG, Holter test, exercise test, spirometry, audiometry, ECG), laboratory tests, rehabilitation procedures, including individual rehabilitation, biopsy, neurological diagnosis (EEG, EMG), videolaryngoscopy, allergy and dermatological tests, outpatient procedures (medical and nursing) performed on the premises of the seller's outpatient clinic.

2. The following services are not included in the package:

- 1) aesthetic gynaecology;
- 2) services subject to VAT at 23% or 8%;
- 3) aesthetic medicine;
- 4) in the field of rehabilitation: full body relaxation massage, partial relaxation massage, general condition exercises, home rehabilitation; physiotherapist consultation - pelvic floor muscle therapy (second and subsequent visits);
- 5) purchase of medical supplies;
- 6) radiological examinations: X-ray, mammography, CT scan;
- 7) highly specialised ultrasound examinations;
- 8) genetic tests (including PAPP-A pregnancy test, Panorama);
- 9) histopathological examination;
- 10) hyaluronic acid or plasma injection in the joint;
- 11) services as part of a retinal clinic.

3. The package entitles to a discount on services not included in the package other than genetic testing, aesthetic medicine and home rehabilitation, of 5% and for the period of validity indicated in § 3 (table). A package worth PLN 2,500, while valid, additionally entitles the holder to a 5% discount on: treatments and surgeries at the Damian Hospital. Services not included in the package are listed in detail in the current price list. Payment for these services is made outside the package.

4. Each package includes a 5% discount on childhood and adult vaccinations and endoscopic examinations.

5. The discount associated with the package purchased, as referred to in these rules and regulations, is not aggregated with the discount to which the buyer or person authorised to use the package is otherwise entitled to.

§ 14. 1. The buyer can start using the package immediately after payment of the purchase price.

§ 2 In the case of an online purchase, the possibility to use the package arises after three working days following the date of payment.

§ 15 A doctor's referral is not required for laboratory tests. A doctor's referral is required for invasive tests. Detailed information on this is provided to the patient at the reception desk of the seller's facility or by phone at (+48) (22) 566 22 22.

§ 16 During the period of validity of the package, the buyer may freely change the designation of the persons authorised to use the package by submitting a signed application as detailed in § 6(2), which also specifies the time limit for the implementation of the change.

§ 17 The buyer and each person authorised to use the package has the right to obtain from the seller



information about the amount of unused funds within the package. Data on the number of persons authorised to use the package and data enabling the identification of the person authorised to use the package may only be made available by the seller to the buyer. Information about the given person's use of the package may be made available by the seller only to the person whom the given person has authorised in writing to inquire about their health condition and the health services provided to them.

§ 18 Complaints should be addressed to: [reklamacje@damian.pl](mailto:reklamacje@damian.pl) or in writing to the address of any of the seller's facilities. A complaint will be processed within 30 days of receipt. This time limit does not run if the person making the complaint has not shown that he or she is authorised to act on behalf of the buyer or the person authorised to use the package, or has not provided information necessary for the complaint to be recognised. In this case, he/she will be requested to supplement the complaint. The time limit will start to run as soon as the person making the complaint supplements it.



### Confirmation of purchase of a medical care package

- SILVER package worth PLN 750 (5% discount for 6 months)\*
- GOLD package worth PLN 1500 (10% discount for 12 months)\*
- PLATINUM package worth PLN 2500 (15% discount for 18 months)\*

The seller: Damian Medical Centre Holding sp. z o.o. with its registered office in Warsaw at ul. Wałbrzyska 46, 02739 Warsaw

The buyer:	Full name:	
	PESEL number or date of birth:	MRN number:
	Address of residence:	

Will the buyer use the package? YES / NO\*

Persons authorised to use the package\*:

1)	Full name:	
	PESEL number or date of birth:	MRN number:
	Address of residence:	
2)	Full name:	
	PESEL number or date of birth:	MRN number:
	Address of residence:	
3)	Full name:	
	PESEL number or date of birth:	MRN number:
	Address of residence:	
4)	Full name:	
	PESEL number or date of birth:	MRN number:
	Address of residence:	
5)	Full name:	
	PESEL number or date of birth:	MRN number:
	Address of residence:	

\*delete as appropriate

The buyer hereby confirms that they have received a copy of the Rules and Regulations for the sale of the Damian Medical Centre medical care packages, version 1/2022, prior to the purchase of the package (note: not applicable to online sales).

Date and signature of the buyer

Signature of the receptionist



**NOTIFICATION ON / CHANGE OF\*  
PERSONS AUTHORISED TO USE THE HEALTH CARE PACKAGE**

Value of package purchased: PLN 750\*, PLN 1500\*, PLN 2500\*,

Date of purchase: .....

**Buyer details:**

First name: .....

Last name: .....

PESEL number or date of birth: .....

MRN number: .....

**Details of person authorised to use the package\*:**

First name: .....

Last name: .....

PESEL number\*\* or date of birth: .....

Address of residence: .....

**Details of person whose authorisation to use the package is being revoked\*:**

First name: .....

Last name: .....

PESEL number\*\* or date of birth: ..... Address of residence: .....

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\* Delete as appropriate

\*\* In the case of a foreigner without a PESEL number, enter the passport number.

Date and signature of the buyer

Signature of the receptionist