Terms of Service for the HKP Online Service

Katarzyna Maciejewska Dental Practice

§1. General Provisions

1. These Terms of Service govern the use of the HKP Online Service provided by Katarzyna Maciejewska Dental Practice. The service is intended for the automatic preparation of the documentation required to apply for reimbursement of prosthetic treatment costs from a German statutory health insurance fund (HKP – Heil- und Kostenplan).
2. The provider of the HKP Online Service is Katarzyna Maciejewska Dental Practice, Tax Identification Number (NIP): 9532397445 (hereinafter referred to as the "Service Provider").
3. The person using the HKP Online Service is hereinafter referred to as the "Customer".
4. The Service Provider does not provide dental or other medical services, does not make therapeutic decisions and does not represent the Customer before any German statutory health insurance fund.

§2. Scope of the Service

1. The service is provided exclusively as an online service.
2. The HKP Online Service is intended for standard reimbursement cases relating to prosthetic treatment and includes:
   - automatic analysis of the data entered by the Customer,
   - calculation of the estimated reimbursement,
   - automatic preparation of the HKP documentation,
   - electronic delivery of the generated documentation.
3. The HKP documentation is generated solely on the basis of the information entered by the Customer. The Customer is solely responsible for the completeness and accuracy of such information.
4. The Online Service shall be deemed completed once the generated HKP documentation has been delivered electronically to the Customer.

§3. Formation of the Contract

1. The contract is concluded once the Customer has:

   a) entered all required information,

   b) accepted these Terms of Service, and

   c) completed the payment.

§4. Fees

1. The fees for the HKP Online Service are as follows:

   a) Basic fee: PLN 29 and

   b) 2% of the estimated reimbursement.

2. The estimated reimbursement amount is presented to the Customer before payment is completed.

3. If the reimbursement actually granted is lower than the estimated reimbursement, the Service Provider shall refund the corresponding part of the fee calculated on the estimated reimbursement. The basic fee is non-refundable.

4. The appointment of an expert reviewer (”Gutachter”), a request for additional documentation or any other procedures carried out by the statutory health insurance fund shall not be regarded as a refusal of reimbursement.

5. In most cases, the automatically generated HKP documentation enables the Customer to complete the reimbursement procedure independently. If, however, individual circumstances require personal handling of the case, the Customer may choose to use the Premium Service. The full amount paid for the Online Service shall be credited towards the Premium Service fee. Entering into a Premium Service agreement is entirely voluntary.

§5. Customer Obligations

1. If the Customer requests a partial refund of the service fee, the Customer shall provide the Service Provider with the official decision issued by the German statutory health insurance fund confirming either the amount of reimbursement granted or the refusal of reimbursement.

§6. Liability

1. The Service Provider shall not be liable for the course of the dental treatment or for the outcome of the reimbursement procedure.

2. The Service Provider does not guarantee that reimbursement will be granted by the German statutory health insurance fund.

3. To the extent permitted by applicable law, the Service Provider's liability towards the Customer shall be limited to the amount of the fee paid by the Customer for the respective service.

§7. Right of Withdrawal

1. If the Customer qualifies as a consumer under applicable law, the Customer has the statutory right to withdraw from the contract within 14 days from the date of its conclusion.

2. The Customer expressly agrees that the Service Provider may commence performance of the Online Service before the expiry of the withdrawal period.

3. Once the Online Service has been fully performed, the Customer loses the right of withdrawal in accordance with the applicable legal provisions.

§8. Personal data

1. Personal data shall be processed solely for the purpose of performing the contract and in accordance with the General Data Protection Regulation (GDPR).

2. Detailed information regarding the processing of personal data is provided in the Privacy Policy.

§9 Complaints

1. Complaints relating to the HKP Online Service may be submitted by e-mail to info@refundacja.de.

2. The Customer will be informed of the outcome of the complaint by e-mail.

§10. Final Provisions

1. These Terms of Service and any contractual relationship between the Service Provider and the Customer shall be governed by the laws of the Republic of Poland.
2. Any disputes arising out of or in connection with the contract shall be resolved by the court having jurisdiction in accordance with the applicable legal provisions.

Service Provider Contact Details

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