**UNDERSTANDING**

**TO THE GROUP HEALTH INSURANCE CONTRACT**

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| **Full name of the company** |

**13**

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| **Registered address of the company** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| street: | **18** | building no.: | **18** | flat no.: | **18** |
| city: | **18** | postcode: | **18** | | |
| telephone: |  | fax: |  | | |

|  |
| --- |
| **Correspondence address of the company** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| street: | **20** | building no.: | **20** | flat no.: | 20 |
| city: | **20** | postcode: | **20** | | |
| telephone: |  | fax: |  | | |

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| **Registration details of the company** |

|  |  |  |
| --- | --- | --- |
| Number in the National Court Register (KRS: | RHB number: | Number in the register: |
| Tax Identification Number (NIP): **19** | Statistical Identification Number (REGON): | |
| Registration authority: | | |
| represented by: | | |

**Hereinafter referred to as the Insuring Party**

and

Medicover Försäkrings AB (publ.) Spółka Akcyjna – Branch in Poland

Al. Jerozolimskie 96, 00-807 Warszawa

Number in the National Court Register (KRS): 0000280346 Tax Identification Number (NIP): 107-000-78-12 Statistical Identification Number (REGON): 140996413

District Court for the capital city of Warsaw, 12th Department of the National Court Register

Represented by the attorney based on the power of attorney enclosed/presented,

**Hereinafter referred to as the Insurer**

Whereas:

1. The Insuring Party and the Insurer concluded the Group Health Insurance Contract (hereinafter referred to as the “Contract”), effective as of …………………;
2. As of 25 May 2018, the Insuring Party and the Insurer are be obliged to apply provisions of 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 repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as “Regulation 2016/679”);
3. It is necessary to clarify provisions of the Contract pertaining to the processing of personal data of employees of the Insuring Party and/or their family members (hereinafter referred to jointly as the “Insured”);

The Insuring Party and the Insurer have decided to regulate matters pertaining to the protection of personal data by this Understanding and provisions of this Understanding shall replace all previous provisions pertaining to the protection of personal data included in the Contract.

§ 1

* 1. The Insuring Party declares that it has the resources, experience and specialised knowledge allowing proper performance of the Contract and guaranteeing implementation of appropriate technical and organisational measures in order to ensure that the processing of personal data of the Insured (hereinafter referred to as “Personal Data”) complies with requirements of universally binding law on the protection of personal data, including the requirements of Regulation 2016/679.
  2. The Insuring Party undertakes to obtain from the Insured written declarations of access, to keep these declarations and to immediately make them available at the request of the Insurer. The template declaration is attached as Appendix No. 1 to this Understanding.
  3. The Insuring Party declares that Personal Data transferred to the Insurer are collected by the Insuring Party upon consent of the Insured, in accordance with provisions of this Understanding and provisions of generally applicable law on the protection of personal data.
  4. Based on the declarations of access, the Insuring Party will send Personal Data to the Insurer on terms set in the Contract, in written form, in electronic version, using an Excel file or via the e-Member system described below.
  5. The Parties have agreed that in accordance with the GTC, the Insuring Party had obtained access to the e-Member Corporate Client Service System on terms specified in this paragraph and in the Rules of the e-Member Electronic Corporate Client Service System attached as Appendix No. 2 to this Understanding.
  6. Taking into account provisions of the sections above and for the purposes of fulfilment of duties arising from the Contract by the Insuring Party, the Insurer, as the Personal Data controller, entrusts the Insuring Party with collecting, transferring and archiving of declarations of access and updating Personal Data included in declarations of access in the e-Member system.
  7. The scope of Personal Data entrusted for the processing shall include the following data of the Insured: first name, surname, Personal Identification Number (PESEL), date of birth, gender, registered address, residence address or stay address with the postcode, e-mail and telephone number. Categories of Personal Data processed based on provisions of this paragraphs do not constitute special categories of personal data referred to in Article 9(1) of Regulation 2016/679.
  8. The Insuring Party undertakes to process, on a regular basis, entrusted Personal Data only within the scope and for the purposes specified in the Contract, only on documented instructions of the Insurer and in accordance with universally binding legal regulations and this Contract.
  9. The Insuring Party can further entrust the processing of Personal Data to another processor, subject to submitting a prior notification to the Insurer and subject to such another processor ensuring the level of protection of Personal Data equal to the level specified in this paragraph. This authorisation granted to the Insuring Party shall not include the transfer of Personal Data to a third country within the meaning of Regulation 2016/679.
  10. The Insuring Party undertakes to apply technical and organisational measures ensuring the protection of Personal Data and adequate to the type of Personal Data entrusted and to the risk to the rights and freedoms of data subjects. The Insuring Party declares that it applies and is aware of requirements of Article 32 of Regulation 2016/679. The Insuring Party ensures that every person having access to Personal Data acts under the authority of the Insuring Party and was obliged to maintain confidentiality of Personal Data and their safeguards.
  11. The Insuring Party undertakes to assist the Insurer for the fulfilment of obligations set forth in Articles 32-36 of Regulation 2016/679. In particular, the Insuring Party undertakes to immediately transfer to the Insurer information on Personal Data breaches.
  12. The Insuring Party undertakes to assist the Insurer, insofar as this is possible, for exercising rights of the Insured, referred to in Articles 15-22 of Regulation 2016/679.
  13. The Insuring Party shall process Personal Data based on this Understanding only during the term of the Medical Care Agreement.
  14. The Insurer, as the Personal Data Controller, shall ensure that Personal Data are processed and protected in accordance with universally binding legal regulations on the protection of personal data (including, in accordance with Regulation 2016/679).
  15. In case of terminating the Contract, the Insuring Party shall be obliged, depending on the decision of the Insurer, to erase or return Personal Data entrusted. The aforementioned shall not apply if the duty to further process these Personal Data by the Insuring Party arises from separate legal regulations.

§ 2

1. Remaining provisions of the Contract shall remain unchanged.

2. The Understanding has been drawn up in two counterparts, one for each Party.

**On behalf of the Insuring Party** **On behalf of the Insurer**

(LEGIBLE SIGNATURE and STAMP) (LEGIBLE SIGNATURE and STAMP)