

GENERAL TERMS & CONDITIONS OF SERVICES APPLICABLE TO INTERNATIONAL PATIENTS
AT INSTITUTE CURIE (Paris, Saint-Cloud & Orsay sites)

If you are a foreign national (from outside of the European Union and not the holder of an S2 form) (hereafter called « Patient »), your request for a medical opinion, analysis of your samples, or provision of treatment at Institut Curie is subject to respect of the following conditions.

1. PATIENT COMMITMENTS AND INFORMATION ON SERVICES PROVIDED

1.1 Medical opinion and sample analysis

The Institut Curie proposes to provide a medical opinion based on the study of medical files within the framework of a Multidisciplinary Concertation meeting (RCP in French) or the analysis of samples by a second anatomopathologic reading (only), the scale of charges is available on the Institut Curie website : <https://curie.fr/page/les-services-en-cancerologie-dedies-aux-patients-internationaux>.

1.2 Treatment

Each patient's treatment is condition to:

- reception of the patient's complete and to-date medical file (including all elements requested by Institut Curie) before the start of treatment, on the Institut Curie's international web platform available by click on the following link : <https://international.patient.curie.fr/> or otherwise by confidential correspondence to the following address : Institut Curie, Direction des Relations Internationales, 26, rue d'Ulm 75248 Paris Cedex 05 ;
- acceptance of the provisional Care Quotation established by Institut Curie which corresponds to the medical treatment proposed to the Patient ;
- prior payment of the provisional Care Quotation by the Patient or by a third party in accordance with the Article 3 below ;
- a Patient identity check will be done by Institut Curie and the Patient must obtain either a visa or a temporary residency permit if necessary from the competent authorities.

The Patient must inform Institut Curie of any event susceptible to disrupt the treatment.

The quotation provided by Institut Curie exclusively concerns the treatment dispensed within its establishment or within the framework of inter-establishment services with an overall duration of less than two (2) nights.

All medical services provided outside of Institut Curie by a State Registered Nurse, within the framework of Hospital at Home, Post-operative Care and rehabilitation will be invoiced separately by the Nurse or any other medical partner providing this service.

Institut Curie reserves the right to prescribe out-patient treatment which may be provided by persons external to the Curie Institute, outside its premises, and which will be at the Patient's own cost.

Similarly, the supply of contrast agent for medical radiology remains at the Patient's expense.

If required, the logistical organisation for the Patient and their families (travel, transfers, transport, overnight stays) may make the subject of a quote from a service provider known to the Institut Curie on request from the Patient. Institut Curie will hold only an introductory role between the Patient and the aforesaid provider, any sum due to the provider must therefore be paid directly by the Patient or their agent.

Patient care at the Institut Curie is provided in French language. A free translation service is available on demand at Institut Curie.

In accordance with current legislation, and at the first appointment at Institut Curie, a screening test will be made for Highly Resistant Bacteria (BHR). Refusal to comply with this screening test will compromise any future hospitalisation.

For any further information, please contact: 00 33 (0) 1 76 49 13 01.

2. INSTITUTE CURIE'S COMMITMENTS

2.1 Treatment conditions

The Institut Curie undertakes to implement quality comprehensive Patient care and treatment, respecting the Charter of hospitalised patients that figures in the Welcome handbook. You will be given this handbook at your first appointment, and Institut Curie recommends that you read it attentively with regard to the code of ethics of the medical profession and patient's rights

Institut Curie undertakes to make its best efforts to respect the treatment schedules fixed with its Patients and in the case of any cancellation to reschedule new appointments with the shortest possible delay.

Any other Patient questions in relation to their treatment will receive a response from Institut Curie as soon as is possible.

2.3 Treatment and appointments - cancellation conditions

Institut Curie may be forced to cancel a consultation or appointment in case of internal organisation issues or because of equipment malfunction.

Institut Curie will always make its best efforts to plan a new Patient appointment in the briefest possible delay, particularly when this delay may cause the Patient to lengthen their stay. In this particular case you can also contact the Patient Care Coordinators directly on : 00 33 (0)1 76 49 13 01, to make the medical team aware of your constraints. The Institut Curie will do its best to optimise Patient care but can in no way be held responsible for additional costs incurred by the cancellation of consultations or treatments (plane tickets, hotels...).

3. FINANCIAL CONDITIONS

3.1 Financial conditions for medical opinions and sample analysis

Payment for Medical opinions and Sample analysis can be made by secured online payment on the International platform : <https://international.patient.curie.fr/>. A receipt will be delivered to the person who made the payment.

3.2 Financial conditions for Medical treatment

The prices indicated in the provisional Care Quotation are based on the current Care-Cost Structures posted at Institut Curie. The prices proposed by Institut Curie are tax inclusive and non-negotiable.

Institut Curie accepts the following payment methods :

- Bank transfers to our account, references can be found on your quotation ;
- Bankers cheques, under condition of acceptance by our bank and within the limit of 3 000 € above that sum a Certified International cheque is required;
- Credit cards within the credit limit accepted by the bank issuing the card, the holder must check the limit of the card with his own banking facility ;
- In cash, within the limit of fifteen thousand Euros (15 000 €). In case of payment by cash, the identity of the person paying will be checked (passport or identity card) and a legal declaration stating that the person pays tax outside of France will be required.

With the exception of credit card payments, all payments must be made in person on appointment only, please call : 00 33 (0) 1 76 49 13 01.

A receipt of payment will be sent to the person making payment, on request, and after reception of payment.

The entire cost indicated in the provisional Care Quotation must be paid in full at least eight (8) days prior to the treatment by credit transfer to the account mentioned in the quotation or by reception of a bankers cheque by registered post to the following address : Institut Curie, Direction des Relations Internationales, 26, rue d'Ulm 75248 Paris Cedex 05. The Institut Curie may refuse treatment to any patient who does not respect these conditions. The total sum indicated in the provisional quotation is open to evolution in function of the evolution of treatment costs, of the costs and administered doses of expensive molecules and medication which may reveal necessary to improve the effective treatment or to treat any complications which may arise during treatment.

3.3 Additional quotations

Additional treatment may reveal to be necessary, Institut Curie will submit another quotation which will be subject to the Patient's approval before further treatment can be given. In this case, Institut Curie reserves the right to require a provision equal to the sum of the new quotation.

The payer may then pay these additional costs by any means mentioned in the article 3.2 above, and within the conditions of the said article, without which, the Institut Curie may refuse the payment and thereafter discontinue treatment of the Patient.

3.4 Refunds

In the hypothetical case that the final treatment costs reveal to be lower than the initial estimation, Institut Curie will refund the payer within the two (2) months which follow the end of treatment, by credit transfer exclusively to the account of the payer. Therefore, if the payer of any additional costs is not the same person who paid the initial costs, the second payer should remember to give his bank details to the Institut Curie, or take the risk of not receiving the refund.

4.CONFIDENTIALITY

The Institut Curie is highly attentive to the personal, administrative, medical et social information belonging to its Patients. It's a matter of personal privacy, and of professional secrecy, of Patient intimacy, from the very first contact with the Institut Curie. Patients may, if they wish, ask that their presence at the Institut Curie remain secret.

5.PERSONAL DATA PROTECTION

In order to correctly administer its Patient files for Foreign nationals, l'Institut Curie digitises their personal data and medical files, as well as the medical information relating to their prescribed treatments. In virtue of the European rules applicable with regard to the protection of personal data, Foreign nationals have a number of rights regarding the use of their personal data. You can learn more about these rights and how the Institut Curie uses your personal data by consulting the legal mentions and conditions on the international web platform (<https://international.patient.curie.fr/>).

If you wish to exercise your rights to personal data protection in compliance with the European regulations, you should address your request to : dpo@curie.fr.

6.FORCE MAJEURE

In the case of an event of force majeure, as described in the article 1218 of the French Civil Code and recognised as such by the French courts of Law, which might render impossible for the Institut Curie the continuity of treatment at the dates and within the means specified by the treatment plan, Institut Curie might suspend treatment and inform the Patients, without any possible claim to refund. Notably considered as events of force majeure are : strikes (internal or external), material malfunction of equipment essential to Patient care, power-cuts, wildfires, damaged water-mains, extreme weather conditions, natural disasters, terrorist attacks, resignation, death or dismissal of the personnel at the Institut Curie participating in Patient treatment.

7.TERMINATION

Any termination of contract due to one of the present general conditions must be made by registered post to the Directors of the Hospital group : Institut Curie – Direction de l'Ensemble Hospitalier – 26, rue d'Ulm – 75248 Paris Cedex 05.

8.APPLICABLE LAW - DISPUTES

The general conditions are subject in all their dispositions to French Law. In case of any contestation on the interpretation, execution or termination of the present, which could not be amicably solved, within a delay of two (2) months counted from the notification of the difficulty by the more diligent party, the parties may take recourse to the competent courts in Paris.

9.PRINCIPALS OF BEST PRACTICE

The Patient is reminded that they alone, for themselves, when the Patient is adult, or their legal representative when they are minor or placed under a legal protection order, are able to give consent for treatments.

In giving consent for treatment, the Patient accepts the full application of the current rules maintained within the Institut Curie.

On admission, the Patient accepts to be treated without exception by all members of the staff of the hospital service at Institut Curie. Thereafter the Patient may not invoke any discriminatory criteria for refusing treatment from any member of identified personnel.

Respect of the principal of Laïcité within the Institut Curie implies that the expression of the religious convictions of Patients ou their representatives, should not disrupt :

- the quality of treatment nor the principles of hygiene (the Patient must notably accept the imposed appropriate attire dependant on the treatment given) ;
- the tranquility of other patients or family members present in the service ;
- the regularity of work within the service.

Non-compliance with the above principles by the Patient or their representatives is likely to disrupt the dispensing of treatments, compromise sanitary conditions or create persistant disorder.

For this reason, in the absence of an emergency situation, the Director of the Institut Curie hospital complex reserves the right to pronounce the discharge of a Patient who refuses to accept a treatment, surgery or care which is proposed, after the Patient has signed a written refusal document.