

ER Care Choice Series Health Care Agreement

This is the Health Care Agreement for ER Care Choice. The complete terms and conditions of the benefits under these products are contained in this guide.

ER Care Choice Variant	Benefit Limit	Validity Period	Hospital Access
ER Care Choice 30	Php 30,000	30 days	With Access to Top Hospitals
		60 days	
		90 days	
ER Care Choice 50	Php 50,000	30 days	With Access to Top Hospitals
		60 days	
		90 days	

ER Care Choice is generally suitable for those who are relatively healthy and would like to be covered for emergency care medically necessary for accidents, viral and bacterial illnesses and specific conditions.

Persons experiencing chronic conditions, now or in the past, should carefully review the services offered by these products. ER Care Choice does not cover pre-existing conditions and/or chronic conditions. Many persons with pre-existing and/or chronic conditions control and manage their illnesses while leading active lifestyles. If they want to benefit from coverage that provides emergency medical care arising from accidents, viral and bacterial illnesses and the specific conditions mentioned above, they may consider availing of this product for themselves for those contingencies. Please refer to Section 2 for the details on the coverage and benefits.

How to use this information

There are several benefits under each health care product and the information contained in this booklet includes full details of them all. To understand the coverage, first identify the product under which the Member is or will be registered, and then read this booklet alongside the personalized Voucher and the Frequently Asked Questions (FAQ). If there is any discrepancy between this Health Care Agreement and FAQ, the Health Care Agreement will prevail.

By reading this booklet, one will understand:

- The accidents and illnesses that are covered by the above-mentioned iCare products
- How to purchase ER Care Choice
- How to register a person under ER Care Choice
- When is it medically appropriate to seek emergency care
- Where one should go to avail of emergency care
- What to expect at the Emergency Room of a hospital accredited by iCare
- What to do if the medical diagnosis/diagnoses is/are covered

- What to do if the medical diagnosis/diagnoses is/are not covered
- With which medical professional and where to seek non-emergency medical consultation
- How to ensure that a person is always covered under ER Care Choice

By registering or using this product, as the Purchaser and/or Member, you certify that you have read, understood and agree to this Health Care Agreement and the Return, Replacement and Refund Policy which can be viewed at <https://shop.icare.com.ph/return-replacement-and-refund-policy>.

If you are not the Purchaser and you did not submit information about yourself, but you subsequently received an email with your Personal Information and Sensitive Personal Information and you confirmed their accuracy and further provided consent to iCare, consistent with Section 4 - Data Privacy in this guidebook, you certify that you have read, understood and agree to this Health Care Agreement, iCare's Privacy Policy and the Return, Replacement and Refund Policy which can be viewed at <https://icare.com.ph/privacy-policy/> and <https://shop.icare.com.ph/return-replacement-and-refund-policy>.

Section 1 - Purchasing and Registering

ER Care Choice can be purchased online by visiting <https://shop.icare.com.ph/>. We offer a range of products and services on the shop. One should read and understand each product before selecting it for purchase. Please be mindful of the following:

- The service/s that it offers
- The places where the service/s can be availed
- The medical diagnosis/diagnoses that is/are covered and not covered
- The age requirement, if any
- The gender requirement, if any
- The information about the person to be covered required for registration
- Other limitations of the product
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For ER Care Choice, the covered ages are as follows:

iCare Product	Age Eligibility	Benefit Limit
ER Care Choice 30	18 to 70 years old	PHP 30, 000
ER Care Choice 50	18 to 70 years old	PHP 50, 000

Purchasers who want to seek advice on the medically appropriate health care product for his/her requirements and those of his/her family, may chat with us online, send a private message on Facebook or request for a return call via a Facebook private message.

Online Purchase: Purchaser, Buyer's Web-Based Account

When the Purchase has made a selection and is ready to check-out, he/she will be asked to open a free iCare Buyer's web-based account to proceed. iCare will use the information

that the Purchaser has submitted to us through this account to fulfill the purchase; e.g. send an email to confirm the purchase. The Purchaser may also use this account when he/she wants to purchase from the iCare store again. As the Purchaser, he/she will be able to see all of the products he/she has purchased and the status of each. The Purchaser will be able to view the following information:

- If a person has been registered under a specific product
- If the product is expired
- If a person has been registered, the Purchaser will know whether the coverage is inactive or active
- If a product is used.

In the process of check-out, the Purchaser has to select the payment method and make the payment. After receipt of payment is confirmed, iCare will send the Purchaser an email to confirm the purchase. The email will contain the product serial code that one needs to be able to register the person to be covered by the product.

The Purchaser can be registered under a product by registering himself/herself under a specific product. The Purchase is not covered under any product unless he/she has registered under it.

Online Registration of the Person to be Covered: Becoming a Member, Activation Period, Start Date of Coverage, Coverage Period, and Free-look Period

Registering is the process by which one identifies and submits the details of the person to be covered by the iCare product. This person who will be covered shall be called the iCare 'Member'. Without a successful registration, no coverage can be provided by the iCare product to a Member. The Purchaser or the prospective Member must register the prospective Member under the purchased product as soon as possible so that the registration process can begin. iCare will send confirmation of the successful registration and details thereof to the Member. There is a maximum of 90 calendar days from purchase date to register the person; after which, a person can no longer be registered under the product. The product will be forfeited, and the payment will not be refunded.

If the Purchaser registers himself/herself or his/her child below 18 years old, he/she will receive the Product Voucher through the email address provided. If the Purchaser submits data of another adult, an email will be sent to that person through which he/she will confirm and provide his/her consent to submit the data to iCare. After he/she has given his/her consent, the Product Voucher will be sent to his/her provided email address.

Please see below for the activation period applicable to each product. Activation period refers to the number of calendar days from the date of successful registration to the start date of coverage. Activation period applies to everyone and cannot be waived for anyone. Activation period starts from the day after successful registration; after it ends, coverage begins.

Please see below the coverage period applicable to each product. The coverage period is defined by a start date and an end date and within this period, as long as the product has been successfully registered and is not terminated prematurely (see below Section 3 on 'Availment'), the product is available for use by the registered Member, subject to the terms of coverage. The start date or effectivity date signifies the beginning of the coverage period.

Product	Registration Period	Activation Period	Coverage Period	
			Start Date	End Date
ER Care Choice	Within 90 calendar days from purchase date	For 30-day, term: 1 calendar day For 60-day, and 90-day terms: 10 calendar days	12:01am of Day 1 of the coverage period	11:59pm of Day 30, 60,90 of the ensuing year or upon first availment, whichever comes first

Please see below a sample illustration of registration, activation period and coverage period. Once we have confirmed that a person has been successfully registered, coverage will automatically begin according to the activation period applicable to the product registered. iCare may send further notice that the coverage has begun.

Sample Product Registration Timeline	Sample Date for Illustration Purposes Only
Day 0 is the day of successful registration	31st of March
Days 1-10 are the activation period	1st to 10th of April
Day 11 is the start date of coverage	11th of April
Product Coverage Timeline	
Day 1	12:01am, 11 April
Day 365	11:59pm, 10 April of the following year

iCare shall provide a “free-look” period during which the person who has successfully registered under any product may return or cancel the contract, if he/she disagrees with the contract conditions after receiving it, such as the presence of pre-existing conditions and exclusions after reading and evaluating the contract, or if he/she changes his/her mind in buying the product. The amount paid shall be returned in full to the Purchaser. For the 30-day, 60-day, and 90-day ER Care Choice, the free-look period shall be five (5) days from the start of coverage date. For all ER Care Choice variants, the product’s free-look feature is no longer applicable at the end of the indicated period or if the Member already availed of any of the product’s benefits, even if the request for return or cancellation falls under the free- look period.

Product Voucher

Once successfully registered under a product, the Member will receive a confirmation via email. The declared legal guardian of the registered children (anyone below 18 years old) will also receive the

confirmation email. This email contains the important details concerning the coverage. It also includes the Product Voucher needed to be presented at the clinics of our accredited doctors and dentists for consultations, or to accredited hospitals to be able to seek emergency medical care. The Product Voucher also contains the Member ID which has to be given to the telemedicine provider to allow them to validate the telemedicine privilege, if applicable.

The email confirmation summarizes the benefits under the specific product registered. The Product Voucher contains the product name, the Member's complete name, the iCare Member ID and the start and end dates of coverage. It is recommended that the Product Voucher be printed and a copy be kept in an accessible place, like one's wallet. The Product Voucher, personalized with the Member's details, together with a valid government-issued ID will have to be presented. If the covered person is a child without a school ID, the responsible adult accompanying him/her should present their government-issued ID.

Product Coverage Period and Termination Schedule

Once successfully registered, and after the activation period, the product coverage period begins. For ER Care Choice the product coverage period are 30 days, 60 days, 90 days or until availed, whichever comes first.

Please see below the termination schedule of the iCare products:

Product	Termination Schedule
<i>This schedule applies to any variant of the products listed above</i>	
If ER Care Choice is availed during the coverage period	Coverage terminates one day following iCare issuance of a Letter of Authorization corresponding to ER Care Choice
If the ER Care Choice is not availed during the coverage period	*11:59pm on Day 30/60/90 from the start date of coverage.
* Termination schedule illustrates a 3-month term for ER Care Choice. The last day of coverage may be Day 30/60/90, depending on the variant registered to.	

iCare may send further notice to the Member that the coverage has been terminated. In any case, Members are urged to record and monitor the end date of their coverage so that they can purchase and register it again, on time and their coverage will be without interruption.

Repeat Purchase of ER Care Choice Coverage

Members can always stay covered with these iCare products. Simply visit <https://shop.icare.com.ph/> and log in to the account previously created to avoid having to input the buyer details again. Select and purchase the products and make the payment. As soon as the Purchaser has received the email from us confirming the purchase, register the person to be covered according to the Schedule below.

If the ER Care Choice has not been availed, the Member can register as early as 10 calendar days (or 1 calendar day for 7-day and 30-day ER Care Choice variants only) prior to the end date of coverage for uninterrupted coverage. By uninterrupted coverage, it means that the activation period will coincide with the last 10 days (or 1 day) of coverage period which avoids the activation period occurring after the coverage period. If the ER Care product has been availed, the Member can register for another product as soon as the day following the availment of emergency care under the ER Care product. If the Member has been confined, he/she can still register the day following the date of admission.

Remember that after successful registration, there is an activation period before coverage begins anew. For concerns or queries relating to registration, please feel free to chat with us or send us an email or private message.

Invalidation of Agreement

Failure to disclose or misrepresent any material information by the Purchaser in the registration or medical examination, whether intentional or unintentional, shall automatically invalidate this Agreement from the very beginning, and liability of iCare shall be limited to the return of all payments less cost of previous services rendered or amount already refunded plus administration fee.

Section 2 - Benefits, Inclusions and Exclusions

One benefit of a Filipino citizen is universal PhilHealth coverage under Republic Act No. 7875, as amended. Its Implementing Rules and Regulations are available at www.philhealth.gov.ph/about_us/IRR_NHIAct_2013.pdf. It cannot be emphasized enough that it is to one's greatest benefit to ensure that he/she is covered by PhilHealth and that he/she makes regular contributions, as necessary, to be able to complement one's HMO coverage.

These are the services and benefits that one can avail under ER Care Choice. Please read carefully how one's PhilHealth coverage may help in covering the Member's medical expenses.

ER Care Choice
<p>First, identify the product under which the Member has been registered. Carefully note whether the Member is covered for accidents only and confirm the corresponding limit for the Member's outpatient and inpatient emergency care benefit.</p> <p>ER Care Choice includes access to the Top 6 hospitals in Metro Manila; namely: Asian Hospital and Medical Center, Cardinal Santos Medical Center, Makati Medical Center, St. Luke's Medical Center in Quezon City and in Bonifacio Global City (BGC) and The Medical City.</p> <p>Proceed to read and understand about emergency care and the inclusions and exclusions of coverage.</p>

What are the benefits ER Care Choice	Carefully note under which ER Care product the Member is registered as each of them have different benefits. The number beside the Product name refers to the Benefit Limit that applies if the Member is hospitalized.	
	Please see below the details on the benefits of the different products under the ER Care Choice.	
Coverage for Accidents, Viral and Bacterial Illnesses and Specific Conditions		
Product	Emergency Care Service	Adults only
ER Care Choice 30	Outpatient or inpatient emergency care	Ward Room with Php 30,000 Benefit Limit
ER Care Choice 50		Ward Room with Php 50,000 Benefit Limit
Coverage for Accidents only		
When is it medically necessary to seek emergency care and when is it covered by ER Care Choice	<p>Seek emergency care when needed. For more life-saving information, visit https://icare.com.ph/2019/05/15/need-medical-attention-where-to-go/.</p> <p>Under the ER Care Choice, the Member can avail of emergency care with benefits at the hundreds of hospitals accredited with iCare. Availment of emergency care in non-accredited hospitals is also covered but on reimbursement basis.</p> <p>iCare shall reimburse up to 100% of the usual customary and reasonable fees which an iCare preferred/accredited hospital would charge for such treatment/confinement or the product's benefit limit, whichever is less, provided that the illness or condition is covered.</p>	
	Only emergency care is covered ER Care Choice. Non-emergency care is not covered so it is important that the Member only seeks emergency care at the hospital when it is a valid emergency. For example, a 7-year child with cough and colds should be brought to the pediatrician during clinic hours rather than to the emergency room.	

<p><i>What does Emergency Care mean?</i></p>	<p>For clarity, 'emergency' means the sudden, unexpected onset of illness or injury having the potential of causing immediate</p>
	<p>disability or death or requiring the immediate alleviation of severe pain and discomfort.</p> <p>The key qualifiers here are that illness or injury must be life-threatening and/or has the potential to cause immediate disability if no medical care is provided, or there is pain and discomfort that one is not able to tolerate.</p> <p>It is the doctor who will determine if the Member's case qualifies as a medical emergency. For emphasis, if the case is evaluated by the doctor as a non-medical emergency, the ER Care Choice will not provide coverage.</p>
<p><i>What is an accident?</i></p>	<p>ER Care Choice covers emergency medical care to individuals involved in an accident.</p> <p>In the case of 'accident', it means a visible, external, sudden and violent event that causes damage to the health of a person. This visible, external, sudden and violent event is the result of a physical or natural cause that was entirely out of the control of the person.</p> <p>Though accidents are unexpected, we can take measures to avoid them. Accidents occur in our homes, offices, roads and just about anywhere - let's all apply common sense and be more mindful to avoid accidents wherever we may be so that we can all be safer.</p> <p>In case of accidents that require emergency medical care, the Member should present himself/herself at the emergency room of the hospital as soon as possible. The Member must be at the emergency room within 24 hours so that injuries resulting from accidents requiring emergency are coverable by ER Care Choice. Below are descriptions of common accidents requiring emergency care at the hospital. These examples do not preclude the Member from seeking emergency care if the Member believes that he/she needs the immediate attention of a medical professional.</p> <ul style="list-style-type: none"> • Vehicular accidents on the road either as a driver, passenger, pedestrian or bystander where there are visible wounds, and/or the Member has experienced shock • When a child slips and his/her body makes contact with an object or another person that causes injury, like an arm fracture • When the Member accidentally cuts off his/her finger while working in the kitchen

<p><i>What are viral and bacterial illnesses?</i></p>	<p>Aside from the coverage of accidents, ER Care Choice provides emergency care coverage to individuals suffering from viral and bacterial illnesses and specific conditions. Viral and bacterial illnesses are diseases caused by viruses and/or bacteria.</p> <p>Thankfully, our doctors practice advanced medical health care management so that many illnesses caused by virus and bacteria do not require hospitalization. Doctors will evaluate whether a viral or bacterial illness requires hospitalization. In cases where hospitalization is required for viral and bacterial illnesses, ER Care Choice will provide inpatient and outpatient coverage.</p>
<p><i>What are the specific conditions covered by the ER Care Choice product?</i></p>	<p>Aside from the coverage of accidents, ER Care Choice provides emergency care coverage to individuals suffering from viral and bacterial illnesses and the following specific conditions related to:</p> <ul style="list-style-type: none"> • Dengue Fever • Leptospirosis • COVID-19 <p>For more samples, please visit https://shop.icare.com.ph/product-faqs</p> <p>Doctors will evaluate whether the Member's specific case requires hospitalization. In cases where hospitalization is required for the Member's case, ER Care Choice will provide inpatient and outpatient coverage.</p>
<p><i>What accidents, viral and bacterial illnesses, or specific conditions would be excluded from coverage?</i></p>	<p>ER Care Choice provides coverage for acute cases of viral and bacterial illnesses and the specific conditions mentioned above. They also provide coverage for accidents that have just occurred. The incidence of the viral and bacterial illnesses and accidents must be within the start and end dates of the coverage period.</p> <p>The ER Care Choice does not provide coverage for pre-existing conditions. They also do not cover viral and bacterial illnesses that are related to a pre-existing condition. An illness, injury or condition shall be considered pre-existing if it existed before the Effective Date of the Member's coverage, the natural history of which can be medically determined to have started prior to the effective date of coverage or at the time of processing of the Member's Application, whether or not the Member was aware of such illness, injury or condition.</p>

	<p>Please visit https://shop.icare.com.ph/product-faqs for a sample list of viral and bacterial conditions considered as pre-existing conditions. For reference, the sample list of pre-existing conditions that are not viral or bacterial in nature are provided. Examples of viral and bacterial illnesses considered as pre-existing conditions are Tuberculosis, Gastric or Duodenal Ulcer, and Hepatitis B, Hepatitis C & Hepatitis D. These would not be covered by ER Care Choice. Examples of viral and bacterial illnesses relating to pre-existing conditions are below. These would not be covered by ER Care Choice.</p> <ul style="list-style-type: none"> • Pneumonia related to heart failure • Cellulitis related to diabetes • Urinary Tract Infection (UTI) related to urinary/kidney stones <p>The following cases would also not be covered by ER Care Choice:</p> <ul style="list-style-type: none"> • If the viral or bacterial illness or injuries resulting from accidents commenced or occurred, respectively, prior to the start date of coverage (like a fracture that occurred prior to the start date of coverage) • If the injury occurred within the coverage period but was only brought to the emergency room after 24 hours from incidence (like back pains that can be traced to a fall that happened six months prior)
<p><i>What are the other conditions for non-coverage of accidents, viral and bacterial illnesses and specific conditions?</i></p>	<p>This is a list of other conditions that are non-coverable under the ER Care Choice. It should be read and interpreted in view of the specific ER Care Choice under which a Member is registered.</p> <ol style="list-style-type: none"> 1. Viral and bacterial illnesses that are complications of or contracted due to a compromised or impaired immune system. The following are non-exclusive examples: <ul style="list-style-type: none"> • Patients with malnutrition • Patients with uncontrolled diabetes mellitus • Recipients of organ transplant • Patients with hematologic malignancies • Patients undergoing radiation, chemotherapy and immunosuppressive therapy • Patients with HIV/AIDS infection

	<ol style="list-style-type: none"> 2. Patients with foreign objects/implants such as venous or urinary catheters 3. Patients with auto-immune diseases such as Systemic Lupus Erythematosus (SLE), Rheumatoid Arthritis, Multiple Sclerosis, Guillain- Barre syndrome 4. Viral infections like: <ul style="list-style-type: none"> • Hepatitis B, C, D & E • Herpes infections like Epstein-Barr and Cytomegalovirus 5. Accidents and viral / bacterial illnesses that are secondary to or contracted due to having a degenerative disease such as but not limited to Alzheimer's disease, Amyotrophic Lateral Sclerosis (ALS) and Parkinson's disease 6. Conditions secondary to all pregnancy and fertility-related illnesses and/or treatments 7. Lithiasis/stones of the gallbladder and genito-urinary system 8. Sexually transmitted infections such as but not limited to syphilis, gonorrhea, chlamydia, human papillomavirus infection, HIV/AIDS 9. Chronic viral and bacterial illnesses 10. Congenital illnesses acquired through viral and bacterial infections 11. All dental related conditions and services 12. Complications from sterilization of either sex or reversal of such, artificial insemination, sex transformations, and circumcision 13. Rest cures, custodial, domiciliary, or convalescent care 14. Complications arising from cosmetic surgery, dental/oral surgery and dermatological procedures for the purpose of beautification, including reconstructive surgery to treat a dysfunctional defect due to a disease or accident 15. Psychiatric disorders, psychosomatic illnesses, hyperventilation syndrome, stress related conditions, adjustment disorders, alcoholism and its complications or conditions related to substance or drug abuse, addiction and intoxication 16. Medical and/or surgical procedures which are not generally accepted as standard treatment by the medical profession like acupuncture 17. Procurement, lease/rent or use of corrective appliances, artificial aids and durable equipment, and orthopedic prosthesis and implants 18. Surcharges resulting from additional personal (luxuries/accommodation) request or service including special nursing services
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	<ul style="list-style-type: none"> 19. Injuries or illnesses due to military, paramilitary, police service, high risk activities, or suffered under conditions of war 20. Injuries or illnesses which are self-inflicted, caused by attempt at suicide or incurred as a result of or while participating in a crime or acts involving the violation of law, administrative order or ordinance 21. Professional sports, high-risk sports/activities 22. Outpatient or Take-Home medicines 23. Valvular Heart Disease and/or Rheumatic Heart Disease. 24. All hospital expenses and professional fees incurred by a Member when discharged against medical advice 25. Professional fees of assistant surgeons 26. Diseases declared by the Department of Health as "epidemic" or by the World Health Organization as "pandemic", except for COVID-19. (Please note that COVID- 19 is covered for ER Care Choice only while it is excluded for other products). 27. Use of emergency room facilities on non-emergency cases or by reason of conditions/ injuries not falling under the term "Emergency" as defined under this Agreement. 28. Miscellaneous Fees not related in the diagnosis and treatment of a Member's condition such as, but not limited to, "nursing fee", waste/biologic hazard disposal fee, management fee, local taxes, and other analogous fees 29. Professional fees of medico-legal officers, consultations, and confinement 30. Expenses related to the issuance of medical certificates 31. All expenses incurred in the process of organ donation and transplantation, as donor or recipient
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Emergency Care in the Emergency Room of Accredited Hospitals	
<i>Benefit Limit</i>	<p>The maximum amount of services that can be availed by the Member as a benefit corresponds to the Benefit Limit (BL) of the ER Care Choice under which the Member is registered. The same limit applies to the Member's journey whether it starts in the Emergency Room or with a doctor's visit and whether the Member is directly discharged from the emergency room or continues into a hospital confinement. The basis of the limit applies to the single incidence of the diagnosis rather than from where it started and the medical treatment that follows to make the Member better.</p>

	<table border="1"> <thead> <tr> <th>ER Care Choice Variant</th><th>Benefit Limit (Php)</th></tr> </thead> <tbody> <tr> <td>ER Care Choice 30</td><td>Php 30,000</td></tr> <tr> <td>ER Care Choice 50</td><td>Php 50,000</td></tr> </tbody> </table> <p>ER Care Choice includes coverage for the emergency room and when admitted, the coverable hospital charges while the Member is confined. If the Member consults with an accredited doctor and is advised to be admitted, the benefit limit will be used to settle the coverable hospital charges while confined.</p>	ER Care Choice Variant	Benefit Limit (Php)	ER Care Choice 30	Php 30,000	ER Care Choice 50	Php 50,000
ER Care Choice Variant	Benefit Limit (Php)						
ER Care Choice 30	Php 30,000						
ER Care Choice 50	Php 50,000						
<i>Coverable Hospital Charges</i>	<p>At the emergency room, the Member's benefits will cover the hospital's fees for the emergency room, professional fees of accredited doctors who attend to the Member in the emergency room, hospital services and supplies that the doctors say that the Member needs to recover and be discharged.</p> <p>Hospital services and supplies include general nursing care and the drugs and medicines, and supplies prescribed with therapeutic effect while in the emergency room. Notwithstanding, sub-limits on specific services relating to specific tests are applied. These can be viewed at https://shop.icare.com.ph/product-faqs. In addition, in the case of animal bites, only the first dose of anti-rabies/anti-venom/anti-tetanus, up to a maximum of Php20,000 or plan limit, whichever is less will be covered.</p>						
<i>PhilHealth Coverage</i>	<p>For certain outpatient procedures done in the emergency room, based on its own rules, PhilHealth will provide coverage in PhilHealth accredited hospitals. If the Member's case qualifies, the Member must submit the necessary PhilHealth-mandated documents to be able to claim the benefit. If the Member is not yet a PhilHealth member or is unable to complete the document requirements because the Member's contributions are not sufficient and/or updated, the Member will have to shoulder the portion that PhilHealth would have covered. The Member's total hospital bill will be reduced by PhilHealth's coverage. If there are any discounts, like Senior Citizen or PWD discount that will be applied, it will be deducted after PhilHealth's coverage. iCare will cover the coverable charges in the hospital bill, net of the PhilHealth coverage and other discounts. If the total coverable charges, net of PhilHealth and discounts, are less than or equal to the available benefit limit, ER Care Choice will cover the whole amount. In case the net coverable hospital charges are greater than the Member's available benefit limit, the Member will shoulder 100% of the excess.</p>						

Inpatient Care in Accredited Hospitals	
<i>Benefit Limit</i>	<p>The maximum amount of services that the Member can avail as a benefit corresponds to the Benefit Limit (BL) of ER Care Choice under which the Member is registered. The same limit applies to the Member's journey whether it starts in the Emergency Room or with a doctor's visit and whether the Member is directly discharged from the emergency room or continues into a hospital confinement.</p> <p>The basis of the limit applies to the single incidence of the diagnosis rather than from where it started and the medical treatment that follows to make the Member better.</p>
<i>Hospital Room Amenities</i>	<p>For ER Care Choice, the Member is assigned to a Ward room. The room amenities that are included as standard in the specific hospital where the Member is admitted forms part of the room and board; as such, it does not cost the Member.</p> <p>Amenities not part of the standard that are requested will be for the account of the Member. Please note that room amenities differ by room type and by hospital and iCare has no influence over the room amenities that are specified by each hospital.</p>
<i>Importance of Room Type Selection</i>	<p>Hospitals practice socialized pricing; the higher the room type, all hospital products and services and even professional fees, also increase in cost. This is why selecting a room type is important.</p> <p>If the Member expects that the hospital charges will be significant, and/or the Member wants to avoid paying any coverable charges in excess of the benefit limit of the ER Care product under which the Member is registered, one way to maximize the benefit limit is to avoid moving to a higher room type. iCare will help ensure that the Member will continue to receive the highest standard of medical care in the hospital regardless of the room type. Please note that in certain instances, particularly infectious cases, the doctor may require a private room. This has been particularly observed for children.</p>

<p><i>No Hospital Rooms Available and Staying Beyond Discharge</i></p>	<p>If the doctor has admitted the Member for inpatient emergency care, and there is no Ward room available, the Member can still be admitted into a room type higher than that of the Member's product room.</p> <p>In case of a choice of multiple room types, iCare will select the lowest room type option available to better manage the Member's benefit limit. If there is no choice in room type, the Member will be admitted into the next available room type (from lowest to highest). Refer to <i>Importance of Room Type Selection</i> for more insight on why room selection is important.</p>
	<p>iCare will cover the first 24 hours of the Member's admission from the room rate and all the therapeutic treatment received. If a Ward room becomes available within the first 24 hours or immediately after the first 24 hours, iCare will help arrange for the Member's transfer. The Member will not shoulder any charges for the room or coverable hospital charges in this scenario.</p> <p>All incremental costs incurred after the first twenty-four (24) hours shall be for the personal account of the Member except when the Affiliated Hospital issues a certification of non-availability of the Member's Room and Board Accommodation.</p> <p>For the Member's own reasons, he/she can choose to stay confined in the hospital after he/she has been discharged by the accredited doctor. However, the Member will be responsible for all hospital charges and professional fees starting from the time of the discharge order. In this scenario, it is certain that the Member will have out-of-pocket expenses to settle</p>
<p><i>Coverable Hospital Charges and Special Modalities of Treatment</i></p>	<p>Aside from the Member's room and board, the Member's benefits will cover the professional fees of accredited doctors and hospital services and supplies that the doctors say that the Member needs to recover and be discharged, subject to the Member's plan limits.</p> <p>Hospital services and supplies include general nursing care and the drugs and medicines prescribed with therapeutic effect. The Member's benefits will also cover the services and supplies related to the surgery the Member may need, and confinement in the Intensive Care Unit.</p> <p>Notwithstanding, the sub-limits on specific services relating to specific tests and procedures collectively called as "special modalities" will be applied. These can be viewed at: https://shop.icare.com.ph/product-faqs. In addition, in the case of animal bites, iCare will only cover the first dose of anti-rabies/anti-venom/anti-tetanus, up to a maximum of Php20,000, or plan limit, whichever is less.</p>

	<p>In one hospital stay, there will be tens to hundreds of items that will be used to help the Member recover. The guiding rule is that the Member's benefits will cover those that are prescribed by an accredited doctor with therapeutic effect relative to the diagnosis/diagnoses that is covered by ER Care Choice under which the Member is registered.</p> <p>Services and supplies that are not medically necessary in the Member's medical management are not covered; examples of these are blood donor screening services, additional meal trays for the Member's companion or a TV unit if it was not a standard amenity of the room selected.</p>
<i>PhilHealth Coverage</i>	<p>For certain medical cases, based on its own rules, PhilHealth will provide coverage in PhilHealth accredited hospitals. If the Member's case qualifies, he/she must submit the necessary PhilHealth-mandated documents to be able to claim the benefit. If the Member is not yet a PhilHealth member or is unable to complete the document requirements because the Member's contributions are not sufficient and/or updated, the Member will have to shoulder the portion that PhilHealth would have covered. the Member's total hospital bill will be reduced by PhilHealth's coverage. If there are any discounts, like Senior Citizen or PWD discount, that will be applied, it will be deducted after PhilHealth's coverage.</p> <p>iCare will cover the coverable charges in the hospital bill, net of the PhilHealth coverage and other discounts. If the total coverable charges, net of PhilHealth and discounts, are less than or equal to the available benefit limit, t ER Care Choice will cover the whole amount. In case the net coverable hospital charges are greater than the Member's available benefit limit, the Member will shoulder 100% of the excess.</p>

Emergency Care in Areas without Accredited Hospitals	
<i>Covered Benefits</i>	<p>Accidents can happen anytime. It can also happen in places where one least expects it. In unfortunate times like this, the Member may avail emergency care services at a vast network of our accredited hospitals which iCare continues to expand. In case the Member meets a medical emergency in areas iCare has yet to expand its network to, iCare will cover the Member's treatment up to 100% of the usual customary and reasonable fees which an iCare accredited hospital would charge for such treatment or Benefit Limit of the chosen ER Care Choice plan whichever is less, provided that the condition is covered under ER Care Choice.</p> <p>However, since it is out of iCare's network of providers, the Member shall settle all expenses incurred at the non-accredited hospital prior to discharge. The Member is required to submit the accomplished Claims Reimbursement Form and original copies of the requirements to iCare to process the reimbursement of claim.</p>
Emergency Care in Non-Accredited Hospitals	
<i>Covered Benefits</i>	<p>Health emergencies require immediate action, and it is often best addressed at the nearest health care provider. In case of medical emergencies where there are available accredited hospitals in the area, but the Member was provided emergency care treatment in a Non-Accredited Hospital, iCare will only cover up to 100% of the usual customary and reasonable fees which an iCare accredited hospital would charge for such treatment or the Benefit Limit of the chosen ER Care Choice plan whichever is less, provided that the condition is covered under ER Care Choice.</p> <p>After the emergency treatment has been administered and the Member still require further care under confinement, the Member or a representative must notify iCare within a period of twenty-four (24) hours from admission. However, in case the Member or the representative is unable to inform iCare, due to one's medical condition, the notification period shall be extended for another twenty-four (24) hours from the time the Member or the representative is clinically able to do so.</p>

	<p>iCare reserves the right to transfer the Member to an accredited hospital and to an accredited physician when it is medically safe to do so upon recommendation of the attending physician.</p> <p>If transfer is not possible, the Member shall settle all expenses incurred at the non- accredited hospital prior to discharge. The Member is required to submit the accomplished Claims Reimbursement Form and original copies of the requirements to iCare to process the reimbursement of claim.</p>
Emergency Care in Areas outside the Philippines	
<i>Covered Benefits</i>	<p>ER Care Choice plan only covers emergency and accidental medical cases in the Philippines. No health care service or reimbursement shall be provided by iCare under these plans for medical emergencies outside the Philippines.</p>

Section 3 - Important Information on How to Avail of the Benefits

Availment of Emergency Medical Care for Accidents: Police Report, Notarized Affidavit

Accidents at home are most unfortunate. For those accidents that result in injuries that require emergency attention at the hospital, the Member can avail of the medical care through ER Care Choice. iCare will require a notarized affidavit from the Member for home accidents and accidents involving the Member. iCare will need this document at the point that the hospital bill is being settled, regardless if the Member was treated at the emergency room only or admitted.

People are also exposed to the risk of motor vehicle accidents, as a bystander, pedestrian, passenger or driver. In unfortunate situations where the Member is involved in a motor vehicle accident in any capacity, due to acts or omissions of another person, iCare will require a police report. iCare will need this document at the point that the hospital bill is being settled, regardless if the Member was treated at the emergency room only or admitted.

The purpose of the affidavit and police report is to determine if the Member acted in his/her own best interest in protecting himself/herself from harm. For example, the Member needs to have been wearing a helmet or seatbelt if he/she were riding a motorcycle or vehicle, respectively, at the time of the accident. The Member also should not have been intoxicated or under the influence of illegal drugs while involved in an accident. Or the Member should not have been driving against traffic in a one-way street when the Member collided with another vehicle. In these situations, when it has been found out that the Member did not act in accordance with the law and other prescribed rules and regulations, ER Care Choice cannot respond to the Member's need for emergency medical care.

Availment of Emergency Medical Services: Telemedicine, ER at Accredited Hospitals, Letter of Authorization

A medical professional will be able to determine if the Member needs emergency medical care. Please visit <https://icare.com.ph/2019/05/15/need-medical-attention-where-to-go/> to know when it is medically necessary to seek emergency care and why the Member should avoid the emergency room for non-emergency situations.

1-year term variant of ER Care Choice has an optional special service – 24/7 telemedicine consultation. Emergency or not, the Member can avail of a telemedicine consult about any health concern within the coverage period. And when the Member thinks that she needs emergency care, it becomes even more important that the Member seeks telemedicine consultation before going to the emergency room. It is to the Member's best advantage to do a telemedicine consult before going to the emergency room because the Member will receive a lot of useful and practical information from the doctor that will help the Member make a better-informed decision whether or not to proceed to the emergency room.

- Be properly advised if it is medically necessary to seek emergency care
- Assistance in calling for an ambulance
- Receive first aid instructions on the Member's way to the hospital
- Be advised on the nearest accredited hospital
- The doctor can brief the destination hospital on the Member's pending arrival with the details of the medical case
- If the case does not require emergency care, the Member can proceed to a telemedicine consultation, receive a prescription for medicines or diagnostic procedures and even a treatment plan – there is no additional cost to the Member for these services
- For post-diagnostic test, the Member can share her results with the doctor and proceed with a consultation.

At the emergency room, if the doctor determines that the Member's case is non-emergency in nature and/or the diagnosis is not coverable under ER Care Choice, the Member will shoulder all the hospital charges.

Also, it is the medical professionals who will attend to the Member who will provide the medical diagnosis of his/her case. They may be able to diagnose the Member within a short period of time or it may take longer, depending on the factors affecting the case. It is not common but it can also happen that they may provide a diagnosis in the beginning and eventually change it as the Member's condition develops. In the end, it is the final medical diagnosis that will be used to determine if it is covered by ER Care Choice under which the Member is registered.

To facilitate the Member's medical care and based on an initial diagnosis, iCare may already issue a Letter of Authorization (LoA) to the hospital on the Member's behalf, corresponding to ER Care Choice benefit under which the Member is registered. In case the initial medical diagnosis changes to one that is not covered under ER Care Choice under which the Member is registered, the Member will be advised at the soonest possible time that the LoA will be withdrawn from the hospital and that the Member will have to make his/her own arrangements with the hospital. ER Care Choice will also be reinstated as if it was not used so that it will still be available for future medical availment.

ER Care Choice is considered availed when iCare issues a LoA to the hospital. The LoA may be in an amount less than or equal to the maximum amount of benefits of the ER Care Choice product under which the Member is registered. Please refer to the table below on how the LoA works to address the coverable charges in the hospital bill. Note that non-coverable charges in the hospital bill are for the Member's account.

When the coverable charges in the hospital bill is less than the maximum amount of benefits	<ul style="list-style-type: none"> • The LoA will act as the guarantee of iCare Care to the hospital that the coverable charges will be settled by it. • The difference between the maximum amount of benefits and the lower amount of coverable charges will not be given to the Member, in cash or in kind. • Non-coverable charges should be directly settled by the Member with the hospital.
When the coverable charges in the hospital bill is equal to the maximum amount of benefits	<ul style="list-style-type: none"> • The LoA will act as the guarantee of iCare to the hospital that the coverable charges will be settled by it. • Non-coverable charges should be directly settled by the Member with the hospital.
When the coverable charges in the hospital bill is greater than the maximum amount of benefits	<ul style="list-style-type: none"> • The LoA will act as the guarantee of iCare to the hospital that the coverable charges will be settled by it. • The difference between the maximum amount of benefits and the higher amount of coverable charges should be directly settled by the Member with the hospital. • Non-coverable charges should be directly settled by the Member with the hospital.

Availment of Emergency Medical Services: ER at Non-Accredited Hospitals

iCare cannot issue a LOA as a guarantee to the hospital for Emergency Medical Services provided outside its network of accredited hospitals, which means the Member must directly settle all charges corresponding to the medical care provided to him/her by the Non-Accredited Hospital.

A claim for reimbursement must be filed and received by iCare within sixty (60) days from the date of availment. The request must be submitted using the prescribed Claims Reimbursement Form, which can be accessed via <https://icare.com.ph/stepsforms/> and the required documents detailed on the said form. No reimbursement shall be made to the Member unless the original documents are submitted by the Member or a representative or if the Member has already been fully indemnified or reimbursed of medical bills or costs incurred under any other health care coverage or insurance policy or any other similar contracts or agreements. Failure to present the required documents within the filing period shall not invalidate nor reduce any claims if it was not reasonably possible to give proof within such time.

The processing period shall be thirty (30) days upon receipt of all necessary documents required by iCare. In case an additional requirement is needed, the thirty-day (30) period shall be reckoned against the date when the additional requirement is submitted.

All benefits that pertain to the Member will be paid by check to the Member. For dependents, payment in another manner may be done if iCare considers it more practicable. In case of death, benefits due but remaining unpaid shall be given to the first surviving class of the following classes of successive preference of beneficiaries: (a) widow or widower; (b) surviving children; (c) surviving parents; (d) surviving brothers and sisters; and (e) executors or administrators.

Request for reconsideration for reimbursement claims

If a claim for reimbursement is denied, or the Member is not satisfied/agreeable to the reimbursement paid by iCare, a written request for reconsideration must be filed with the iCare Head Office not later than ten (10) days from receipt of such denial or questioned reimbursement. Otherwise, the claim shall be deemed satisfied or terminated. The request for reconsideration shall contain all the reasons upon which reconsideration is sought and shall be decided upon by the authorized personnel of iCare, whose decision shall be final. iCare Care reserves the right to deny Claims for Reimbursement if the procedures and requirements have not been strictly complied with.

Section 4 - Data Privacy

For purposes of properly administering its services, iCare shall collect, record, organize, store, update or modify, retrieve, consult, use, and in some restricted instances, consolidate, block, erase, disclose (collectively, "process") personal information (name, address, sex and contact information) and sensitive personal information (age, bank information, medical history, results of medical examinations, diagnosis, abstracts, treatments, utilization, records and information, medication, and other information relevant or connected with one's HMO coverage from, or of one's diagnosis, treatment or availment of health care services through iCare).

By buying our product and/or availing our services and providing one's personal and sensitive personal information, the Purchaser and/or Member, as the case may be, is specifically:

1. Consenting to making one's personal and sensitive personal information available to iCare, its affiliates, related entities and partner/ accredited hospitals, clinics, and wellness centers (including their officers, employees, service providers, subcontractors as well as members of their medical staff, house staff, doctors, nurses, allied health care personnel and other clinical staff - "iCare Related Entities"), and permitting iCare and iCare Related Entities to make one's personal and sensitive personal information available to (i) third parties who provide products and services to iCare for the purposes described above; and (ii) regulatory authorities and government agencies. Provided, that the sharing of personal and sensitive personal information to iCare Related Entities shall be subject to (i) the principles of *transparency, legitimate purpose, proportionality and data quality* and to (ii) appropriate data privacy agreements and the implementation of organizational, physical, technical, administrative, procedural and security measures that are similar or greater than that being observed by iCare.
2. Authorizing their doctor and/or the hospital, clinic or wellness center that have provided the Member treatment to release any information and related documents (including a summary thereof derived from laboratory services and medical consultations) to iCare or its authorized representatives for the evaluation of the Member's claims.

3. Consenting to the processing of the Purchaser and/or the Member's, as the case may be, personal and sensitive personal information as provided under applicable laws, regulations, and iCare's Privacy Policy, as stated in its website (<https://icare.com.ph/privacy-policy/>).
4. Acknowledging that the personal and sensitive personal information that the Purchase and/or Member, as the case may be, has provided will be retained by iCare and iCare Related Entities as prescribed by law, or as long as necessary for the purpose of maintaining one's medical records and to comply with applicable laws, rules and regulations. The Purchaser and/or Member, as the case may be, has been made aware that he/she and his/her next of kin, dependent or legal representative are entitled to certain rights in relation to the personal and sensitive personal information that may be collected from them, including the right to access, correction, and to object to the processing of the same. They have been made aware that a more detailed description of their rights under Republic Act 10173 or the Data Privacy Act of 2012 and its Implementing Rules and Regulations may be accessed and downloaded at www.privacy.gov.ph. They have likewise been made aware that should they have any privacy concern regarding their personal data, they may consult iCare's Data Protection Officer at dataprivacy@icare.com.ph or Tel: 8813-0131 loc 8505, or the National Privacy Commission at www.privacy.gov.ph
5. They understand that the consent they are giving is in addition to any other consent that they may have already given iCare and iCare Related Entities regarding the processing of their personal and sensitive personal information (e.g. in relation to their HMO coverage/ avilment, examination, diagnosis, treatment or procedure). They also understand that the consent they have given shall remain in full force for a period of one (1) year unless revoked in writing except to the extent that action has already been taken based therein.
6. Confirming that they understand the foregoing and that they are voluntarily giving their consent to the processing of their personal and sensitive personal information under the terms and conditions provided
7. If they registered another person, like a child or an adult under their authority like a specially- abled sibling, they certify that the data are accurate and that they have the legal authority to submit personal information and sensitive personal information about them to iCare On their behalf, they authorize iCare to process their personal information and sensitive personal information for the same above purposes.

Section 5 - Resolution of Issues

iCare is committed to work with our Members to stay healthy and recover from any illness. iCare will handle the avilment of the Member's benefits in accordance with accepted Philippine medical standards and in cooperation with the Member and its medical partners. If the Member believes that iCare was not able to correctly and accurately handle the request for avilment of benefits, please let us know so that we can review our procedures and correct them accordingly. Please feel free to communicate with us through phone, email or a private message on Facebook. We urge our members to use any of these methods of communication to preserve your privacy. In case the issue shall remain unacted or unresolved, you may request for settlement of dispute under Section 7 hereof.

Section 6 - Keeping in Touch

We want to stay in touch with members. Please do add our email address to your directory to avoid our emails from being classified as spam. Through email, through notices posted repeatedly on our website and social media accounts, we will communicate any information pertinent to the iCare products you have purchased. Please do update us of any change in your email address and other contact information so that you do not miss out on any important notices. Please find below a list of the notices we may send through email and possibly through SMS.

- Confirmation of your purchase
- Confirmation of your successful registration
- Confirmation of your availment
- Confirmation of your product's termination
- Notification of your product's upcoming expiry
- Changes in the Health Care Agreement

In any case, you may opt-out from receiving notices from us by unsubscribing from our mailing list.

Section 7 - General Provisions (IC CL 2017-19) Entire Agreement

This Agreement, the application form, the product voucher, rider clauses or warranties and/or any stipulation or endorsement attached or posted to this Agreement or application form and the FAQs, shall constitute the entire contract between and the Member. All statements and information contained in the Member's Application Form shall be deemed representations and warranties made by the Member himself/herself for purposes of applying the provisions of this Agreement. Any change to this Agreement must be approved by an authorized officer of and such approval must be endorsed or attached to this Agreement. Unless applied for by the Member, no such alteration or endorsement shall affect any Agreement issued prior to the alteration or Endorsement without the written consent of the Member. The written consent shall be taken as his agreement to the contents of such alteration or Endorsement.

Excess Charges

Any availment that is not covered but is advanced by iCare shall be charged to the Member and the Member shall be liable to pay such advances. These shall include, but not limited to, the following:

1. Benefit availment of lapsed or cancelled Members even if approved by iCare
2. Hospital bills and professional fees that are in excess of iCare rates
3. Amount in excess of the MBL and other inner limitations
4. Availment that is not intended to be covered by iCare, such as exclusions, fraudulent availments, uncoverable items, telephone calls, additional beds, etc.

Non-Transferability

The Member may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of iCare nor may iCare assign any of its rights

or delegate any of its obligations to another without the written notice to the Member. Any purported assignment or delegation in violation of this Agreement shall be null and void.

For the avoidance of doubt, nothing herein precludes the Purchaser from giving the product to any other eligible person provided that the product has not yet been registered.

Authority to Examine Medical Records

You, as Member, hereby represent and warrant that, at the time of the effectivity of this Agreement and effectivity of coverage of each Member and his/her dependents, you have obtained from the Member and/or his/her dependents the required consent authorizing iCare and any of its authorized representatives to: (a) obtain, examine and process the Member's personal information, including the medical records of his/her hospitalization, consultation, treatment or any other medical advice in connection with the benefit/ claim availed under this Agreement, and (b) disclose such information to the Member and/or his/her representatives.

It is hereby agreed that it is the sole responsibility of the Member to obtain from the Members the consent herein specified and that iCare shall have all the right to rely on the representation by the Member that this consent shall have been duly and timely obtained. The Member shall hold iCare free and harmless from and against any and all suits or claims, actions, or proceedings, damages, costs and expenses, including attorney's fees, which may be filed, charged or adjudged against iCare or any of its directors, stockholders, officers, employees, agents, or representatives in connection with or arising from the use by iCare Care of the Member's medical records and other personal information pursuant to this Agreement and disclosure of such information to the Member and its representatives pursuant to iCare's reliance on the Member's representation and warranty that iCare has the authority to examine, use or disclose, as the case may be, said medical records or personal information.

Confidentiality

Members and/or Dependents, agents or representatives, shall not use or reproduce, directly or indirectly any Confidential Information for the benefit of any person, or disclose to anyone such Confidential Information without the written authorization of iCare, whether during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information. "Confidential Information" means any data or information, that is proprietary to iCare and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, without limitation, (i) personal information, treatments or operations undergone by its Members,

(ii) trade secrets, confidential or secret formulae, special medical equipment and procedures, (iii) medical utilization reports, directly or indirectly useful in any aspect of the business of iCare, (iv) any vendor names, Member and supplier lists, (v) marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of iCare, (vi) all intellectual or other proprietary information or material of iCare; (vii) all forms of Confidential Information including, but not limited to, loose notes, diaries, memoranda, drawings, photographs, electronic storage and computer print outs; (viii) any other information that should reasonably be recognized as Confidential Information of iCare. All information which the Member acquires or becomes acquainted with during the period of this Agreement, whether developed by iCare or by others, which such Member

has a reasonable basis to believe to be Confidential Information, or which is treated, designated and/or identified by iCare as being Confidential Information, shall be presumed to be Confidential Information. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

Future Taxes, Levies and Government Imposition

If during the effectivity of this Agreement, the fees and benefits are made subject to new taxes, levies or fees, or such law, regulation or its equivalent resulted to changes in the formula or manner of computing taxes thereby resulting in additional obligations on the part of iCare, any additional amount due shall automatically be charged to the Member in addition to the fees stated therein. Future taxes, levies or fees referred herein are only those that affect the quoting of Membership Fees (ex. 12% VAT), other future taxes, levies or government impositions that do not affect the quoting of Membership fees are therefore excluded.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

Arbitration

Any difference arising between the Member and iCare shall be referred to an arbitrator to be appointed by the parties to the dispute. If the parties are unable to agree on a single arbitrator, two (2) arbitrators shall be appointed (one by each party). In the event of further disagreement, the arbitrators shall select an umpire. If the difference between the parties requires medical knowledge (including any question regarding the appropriate maximum indemnity for any medical service or an operation not listed in the schedule of surgical fees) the arbitrators at the discretion of iCare may be a registered medical practitioner and the umpire in such an instance, shall be a consultant Specialist, Surgeon, or Physician. Determination of an award shall be a Condition Precedent to Any Liability or right of action against iCare.

Separability

If any term or provision of this Agreement is declared invalid, illegal or unenforceable under Philippine laws, such invalidity, illegality or unenforceability shall not affect or render unenforceable any other term or provision of this Agreement.

Notices

All notices, demands and other communications required or permitted hereunder shall be made in writing and sent to the Member, as the case may be, at the address indicated in the Conforme Letter.

Right of Subrogation

The coverage under this Agreement is extended to cover injuries of the Member caused by third party(ies) whether liability is determinable or not as in cases of vehicular accidents and other similar instances or related incidents including but not limited to all the claims, losses, damages which may be recovered by

the Member or which may have been paid to or due him as a result of the illness or disability which have been paid by pursuant to the Terms and Conditions of the Agreement and that the Member will subrogate his/her rights of recovery from any other party to and will undertake to assist in the successful recovery of the losses.

Civil Code, Article 1250 - Waiver

The provisions of Article 1250 of the Civil Code of the Republic of the Philippines (Republic Act No. 386) which reads, "In case an extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of establishment of the obligation shall be the basis of payment," shall not apply in determining the extent of liability under the provisions of this Agreement.

Clerical Error

Clerical error in keeping the records, shall not invalidate coverage, which is otherwise validly in force, nor continue coverage, which is otherwise validly terminated.

Legal Proceedings

No action at law or in equity shall be brought to recover on the Agreement prior to the expiration of sixty

- days after proof of claim has been filed in accordance with the requirements of the Agreement or after two (2) years from the expiration of the time within which proof of claim is required by the Agreement.

Settlement of Disputes

In case of dispute or disagreement arising out of or related to this Agreement which cannot be settled mutually by Parties through available manner of resolutions (e.g. mediation), the Parties hereby agree that any suit, action or proceeding shall be strictly and most exclusively filed at and resolved in the proper Courts of Makati City, to the exclusion of all other courts in accordance with the laws of the Republic of the Philippines

Important Notice

The Insurance Commission, with offices in Manila, Cebu and Davao, is the government office in charge of the enforcement of all laws related to Health Maintenance Organization (HMO), and has supervision over HMOs. It is ready at all times to assist the general public in matters pertaining to HMO, pre-need and insurance. For any inquiries or complaints, please contact the Public Assistance and Mediation Division (PAMD) of the Insurance Commission at 1071 United Nations Avenue, Manila with telephone numbers +63(2) 8 523 8461 and email address publicassistance@insurance.gov.ph. The official website of the Insurance Commission is www.insurance.gov.ph.

Return, Replacement and Refund Policy

(<https://shop.icare.com.ph/return-replacement-and-refund-policy>)

This Return, Replacement and Refund Policy is created to explain the return procedure of iCare prepaid healthcare products and to provide refund process for said returned products.

GENERAL GUIDELINES This policy applies to ER Care Choice.

1. This policy allows the return of the product and refund of fees in accordance with the free-look provision.
2. The refund will always be paid in Philippine Pesos. The refund will be based on the actual amount received by us and all refunds will be processed and paid out in the same manner that it was paid to iCare. That is, if the product was purchased with a credit card, the refund will be credited to the credit card with the same card number. iCare reserves the right to require documentation and proof that will prevent the fraudulent return of the product.
3. The return of the product must be requested within the free-look period, as follows:

Product	Free-Look Period
30-day, 60-day, 90-day, ER Care Choice	Within five (5) days from the start of the coverage date

4. The product's free-look feature is no longer applicable at the end of the indicated period or if the member already availed of any of the product's benefits, even if the request for return or cancellation falls under the free-look period.

PROCEDURE

Return

1. The Purchaser must send an email to support@icare.com.ph to request for the return of a
The request must include the following information and documentation:
 - Complete Name of the Purchaser
 - Contact number, email address and mailing address of the Purchaser
 - The reason for the return
 - Request for a replacement product and/or refund
 - Proof of purchase which may include the confirmation email sent by iCare
 - Photocopy of two (2) valid government-issued ID of the Purchaser
2. If iCare issued an Official Receipt, the image of the Receipt must also be presented. In the event iCare agrees to the return of a product, said Receipt must be returned to it prior to the implementation of the replacement or refund.
3. iCare shall acknowledge the receipt of the request for a return of the product through email.
4. iCare shall conduct an evaluation and within two (2) working days of receipt of the complete request for a return of the product, iCare shall advise the customer on the decision of the request for the return of the product. Detailed computation and instructions on the return, replacement and refund will also be provided.

Replacement and Refund

1. If the Purchaser wants a replacement product, iCare shall offset the amount due from the product being returned against the cost of the replacement product.
2. If the replacement product's price is higher than the product being returned, the difference will be settled by the Purchaser before iCare issues the replacement product to him/her.
3. If the Purchaser wants a refund, please allow 20 working days to prepare the refund.
4. The refund will be based on the actual amount paid and all refunds will be processed and paid out in the same manner that it was paid to iCare. That is, if the product was purchased with a credit card, the refund will be credited to the credit card with the same card iCare reserves the right to require documentation and proof that will prevent the fraudulent return of the product.
5. If payment was by means other than by credit or debit card, refund shall be given in the form of a company check paid to the Purchaser and sent via courier to the Purchaser's mailing address. iCare shall not issue any refunds in cash, regardless of the amount.
6. Notwithstanding Item 2 under the Return Procedure, if an Official Receipt was issued, the check will be paid to the same name as shown on the receipt.