

Maternity Care Health Care Agreement

The complete terms and conditions of the benefits under Maternity Care are contained in this guide.

Pregnant women should carefully review the services offered by these products. The Maternity Care Series covers uncomplicated cases only. Any services availed of or additional treatments that are medically necessary outside of the packages shall be for the account of the patient and must be settled directly to the hospital. It is required to have one (1) pre-natal check-up visit with an OB GYN at the hospital of choice prior to delivery. Cost will be paid by iCare up to P 500.00 only, subject to reimbursement. Also, the pregnant woman must also be a Philhealth member to avail of the packages. If a pregnant woman wants to have benefit from an all in package that covers pre-natal, actual delivery and post-natal care services as well as with newborn services at a reasonable price, she might want to consider availing of this products for herself and her newborn baby.

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 Healthcare Agreement. To understand the coverage, first identify the product under which the Member is or will be registered, and then read this 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 Agreement, one will understand:

- The type of deliveries/cases that are covered and the amount of coverage by the above- mentioned Maternity Care
- How to purchase products under the Maternity Care Series
- How to register under the Maternity Care Series
- What are the pre-identified accredited hospital that one should go to avail of the Maternity Care Series
- What to do if the procedures/services is/are covered
- What to do if the procedures/services are not covered
- With which medical professional and where to seek non-emergency medical consultation
- How to self-generate a Letter of Authorization for the consultation
- How to ensure that a pregnant woman and her newborn baby is always covered by the Maternity Care Series.

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

The iCare Maternity Care Series 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 procedures/services 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

For the Maternity Care Series, the following are the details of the packages:

MATERNITY CARE SERIES		
Package	Coverage	With access to pre-identified accredited Hospitals
Mount Grace Hospitals	P 40,000 for NSD and P 55,000 for CD	<ol style="list-style-type: none">1. VRP MEDICAL CENTER2. MANILAMED3. CAPITOL MEDICAL CENTER4. FE DEL MUNDO MEDICAL CENTER5. GRACE MEDICAL CENTER6. WESTLAKE MEDICAL CENTER7. MOTHER TERESA OF CALCUTTA MEDICAL CENTER8. TAGAYTAY MEDICAL CENTER9. DIVINE GRACE MEDICAL CENTER10. MARY MEDIATRIX MEDICAL CENTER11. SOUTHWESTERN UNIVERSITY MEDICAL CENTER

		12. CIUDAD MEDICAL ZAMBOANGA 13. LORMA MEDICAL CENTER 14. DAGUPAN DOCTORS VILLAFOR MEMORIAL HOSPITAL 15. THE DOCTORS HOSPITAL, INC. 16. GOODSAM MEDICAL CENTER (CABANATUAN AND GAPAN) 17. GATCHALIAN MEDICAL CENTER 18. HEALTHSERV LOS BANOS MEDICAL CENTER 19. VRP MEDICAL CENTER 20. MANILAMED 21. CAPITOL MEDICAL CENTER 22. FE DEL MUNDO MEDICAL CENTER 23. GRACE MEDICAL CENTER 24. WESTLAKE MEDICAL CENTER 25. MOTHER TERESA OF CALCUTTA MEDICAL CENTER 26. TAGAYTAY MEDICAL CENTER 27. DIVINE GRACE MEDICAL CENTER 28. MARY MEDIATRIX MEDICAL CENTER 29. SOUTHWESTERN UNIVERSITY MEDICAL CENTER 30. CIUDAD MEDICAL ZAMBOANGA 31. LORMA MEDICAL CENTER 32. DAGUPAN DOCTORS VILLAFOR MEMORIAL HOSPITAL 33. THE DOCTORS HOSPITAL, INC. 34. GOODSAM MEDICAL CENTER (CABANATUAN AND GAPAN) 35. GATCHALIAN MEDICAL CENTER 36. HEALTHSERV LOS BANOS MEDICAL CENTER
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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 Purchaser 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 herself, 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 she will confirm and provide his/her consent to submit the data to iCare. After she has given her consent, the Product Voucher will be sent to her provided email address.

Registration is done upon purchase of the product. One must indicate the recipient of the maternity benefit can be for herself or for another person.

Activation period: From the day you register ("registration date"), the health voucher will be activated after twenty-four (24) hours after successful registration, and may be availed of anytime within one year, subject to prior appointment with iCare. The 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

Coverage period: Package is one-time availment within one (1) year from registration date and does not include professional fees. 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.

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 Maternity Care Series, the free-look period shall be fifteen (15) days from the start of coverage date

The product's free-look feature is no longer applicable at the end of the indicated period or if the Member has 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 confirmation via email. This email contains the important details concerning the coverage. It also includes the Product Voucher needed to be presented at the hospitals indicated in the voucher upon availment of the maternity benefit.

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.

Product Coverage Period and Termination Schedule

Once successfully registered, and after the activation period, the product coverage period begins. For the Maternity Care Series, may be availed of anytime within one year, subject to prior appointment with iCare.

Please see below the termination schedule of the iCare products:

Product	Termination Schedule
If the Maternity Care product is availed during the coverage period	**Coverage terminates upon successful availment of the member
If the Maternity Care product is not availed during the coverage period	Coverage is terminated. The Maternity Care Series are only valid for one (1) year.
**Successful Availment for Maternity Care product is described as (one-time) use of all maternity service and newborn services included in the packages.	

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 Maternity Care Series 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.

Remember that after successful registration, there is an activation period before coverage begins anew.

For the Maternity Series, the member can register again at any time, after repeat purchase of the product, if and when necessary.

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 https://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 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 the Maternity Care Series. Please read carefully how one's PhilHealth coverage may help in covering the Member's medical expenses.

Mount Grace Hospitals

It provides a comprehensive prenatal, delivery and post-natal services and includes newborn services. It has a coverage of Forty Thousand Pesos (P 40,000.00) for Natural Spontaneous Delivery (NSD) and Fifty-Five Thousand Pesos (P 55,000.0) for Cesarean Section Delivery (CD). It also includes FREE P100,000 Life Insurance AD&D and one pre-natal consultation.

It is accepted in the following Hospitals:

1. VRP MEDICAL CENTER
2. MANILAMED
3. CAPITOL MEDICAL CENTER
4. FE DEL MUNDO MEDICAL CENTER
5. GRACE MEDICAL CENTER
6. WESTLAKE MEDICAL CENTER
7. MOTHER TERESA OF CALCUTTA MEDICAL CENTER
8. TAGAYTAY MEDICAL CENTER
9. DIVINE GRACE MEDICAL CENTER
10. MARY MEDIATRIX MEDICAL CENTER
11. SOUTHWESTERN UNIVERSITY MEDICAL CENTER
12. CIUDAD MEDICAL ZAMBOANGA
13. LORMA MEDICAL CENTER
14. DAGUPAN DOCTORS VILLAFOR MEMORIAL HOSPITAL
15. THE DOCTORS HOSPITAL, INC.
16. GOODSAM MEDICAL CENTER (CABANATUAN AND GAPAN)
17. GATCHALIAN MEDICAL CENTER
18. HEALTHSERV LOS BANOS MEDICAL CENTER

For Natural Spontaneous Delivery (NSD) the package inclusions are:

- a. Use of Labor room
- b. Room and board for two (2) days
- c. Regular Private room
 - Admission kit
 - Standard nursing care
 - Rooming-in with baby
- d. Delivery room services
 - Surgical and medical supplies
 - Use of equipment such as fetal monitor, doppler, pulse oximeter among others d.
 - Use of recovery room for post-op care
- e. Post-delivery medicines and medical supplies
- f. Newborn services:
 - Medicines (Vitamin K, BCG, Hep B, Eye Ointment)
 - Ancillary services, newborn screening, critical congenital heart disease screening and hearing test
- g. One (1) RT PCR test prior to admission (valid for seven (7) days)

Note: package is one-time availment only within one (1) year from registration date and does not include professional fees

For Cesarean Section Delivery (CD) the package inclusions are:

- a. Use of Labor room
- b. Room and board for three (3) days
 - Regular Private room
 - Admission kit
 - Standard nursing care
 - Rooming-in with baby
- c. Delivery room services
 - Surgical and medical supplies
 - Use of equipment such as fetal monitor, doppler, pulse oximeter among others
- d. Use of recovery room for post-op care
- e. Post-delivery medicines and medical supplies
- f. Newborn services:
 - Medicines (Vitamin K, BCG, Hep B, Eye Ointment)
 - Ancillary services, newborn screening, critical congenital heart disease screening and hearing test
- g. One (1) RT PCR test prior to admission (valid for seven (7) days)

Note: package is one-time availment only within one (1) year from registration date and does not include professional fees.

SECTION 3 - IMPORTANT INFORMATION ON HOW TO AVAIL OF THE BENEFITS

Availment of the Maternity Benefits: Online Letter of Authorization

The Member will need to self-generate a Letter of Authorization to avail of the maternity benefit upon advise of her attending physician. Please prepare the Product Voucher which contains the iCare Member ID. The Member ID will be needed to generate the Letter of Authorization.

Availment thru the Emergency Room Facility of the Hospitals

A medical professional will be able to determine if the Member is about to deliver. To facilitate the Member's medical care and based on an initial assessment of attending physician at the Emergency Room, iCare will issue a Letter of Authorization (LoA) to the hospital on the Member's behalf, corresponding to the Maternity Care variant under which the Member is registered.

Availment of Maternity Care Series in Non-Accredited Hospitals

In case of emergency availment in non-accredited hospitals, coverage is limited to reimbursement up to the amount indicated on the voucher.

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 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 Purchaser 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 No. 10173 or the Data Privacy Act of 2012 and its Implementing Rules and Regulations may be accessed and downloaded at <https://icare.com.ph/privacy-policy/>. 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/availment, 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 above.
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 availment 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 availment 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 avilment
- 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 avilment 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 avilment 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 plan limit and other limitations
4. Avilment that is not intended to be covered by iCare, such as exclusions, fraudulent avilments, 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 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 (60) 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 iCare product, Maternity Care**

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
Maternity Care Series	Within fifteen (15) 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 of the Product

1. The Purchaser must send an email to support@icare.com.ph to request for the return of a product. 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 number. 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 no. 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.