

## MedConsult Series Health Care Agreement

In general, MedConsult cover the professional fees of accredited doctors, of selected specializations, who are consulted face-to-face, unlimited telemedicine service and a dental plan that provides for oral prophylaxis, permanent fillings and unlimited consultation on dental concerns. MedConsult allows consultation on pre-existing conditions and/or chronic conditions. For face-to-face consultation on acute or chronic conditions, in-clinic procedures and tests and outpatient medicines are not covered.

MedConsult Variant	Age Eligibility	Benefit
MedConsult Kids	1 to 17 years old	<ul style="list-style-type: none"><li>• Four (4) face-to-face medical consultation</li><li>• 1-year unlimited telemedicine consultation</li><li>• 1-year unlimited dental consultation</li><li>• Specific dental services</li></ul>
MedConsult Adults	18 to 64 years old	
MedConsult Senior	65 and above years old	

Please refer to Section 3 for the details on your 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 your coverage, first identify the product under which you are or will be registered, and then read this booklet alongside your personalized Voucher and the Frequently Asked Question (FAQ). If there is any discrepancy between this Health Care Agreement and FAQ, the Health Care Agreement will prevail.

By reading this, you will understand:

- How to purchase products under MedConsult
- How to register a person under MedConsult
- With which medical professional and where to seek non-emergency medical consultation
- How to self-generate a Letter of Authorization for the consultation

By registering or using this product yourself, you certify that you have read, understood and agreed 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 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 5 – Data Privacy in this guidebook, 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>.

## Section 1 - Definition of Terms

The words below are used in various parts of the Health Care Agreement. Where it is indicated, please refer to the other sections of the Health Care Agreement to gain greater understanding of the meaning of the words and the context in which they are used.

**Accredited Clinic** shall mean a duly licensed medical health care facility included in the list of accredited medical clinics of iCare which has an existing and valid accreditation agreement with iCare and where a Member can avail of medical services pursuant to this Agreement.

**Accredited Doctor** refers to a doctor qualified by degree and duly licensed or registered to practice in the Philippines and who has an existing and valid accreditation agreement with iCare. This person must not be a relative of the Member up to the third degree of consanguinity and affinity. Under MedConsult, a Member can consult with an accredited doctor.

**Accredited Hospital** shall mean a duly licensed hospital included in the list of accredited hospitals of iCare with which iCare has an existing and valid service agreement and where a Member can avail of medical services pursuant to this Agreement.

**Buyer** refers to the person who purchased the products through the e-commerce store of iCare at [www.shop/insularhealthcare.com.ph](http://www.shop/insularhealthcare.com.ph).

**Congenital Condition or Developmental Condition** refers to a medical abnormality existing at the time of birth. It also includes physical and/or mental abnormalities that develop due to factors or conditions present at the time of birth.

**Consultation** refers to the confidential exchange between a licensed medical professional and a Member about a medical concern. Under MedConsult, a Member can seek face-to-face consultation with accredited doctors or seek a telemedicine consultation with the accredited telemedicine provider of iCare.

**Dental care** is the combination of dental advice and treatment that a Member can avail at an accredited dental health care provider or dental clinic of the Dental Partner of iCare. Please refer to Section 2 - Your Benefits, Inclusions and Exclusions for more information on dental care benefits and services covered under MedConsult.

**Dental Partner** refers to the company accredited with iCare that in its turn, accredits and maintains a network of dental health care providers and dental clinics. The name of the dental partner of iCare is listed under Section 2 - Your Benefits, Inclusions and Exclusions. Under MedConsult, a Member can avail of dental benefits under the nationwide network of dental clinics and dental health care.

**Disability** refers to an illness or injury, including their symptoms, sequelae or complication thereof that require medical attention and treatment.

**Letter of Authorization (LoA)** refers to a document duly issued by iCare to, and signed by, the Member which shall serve as the authority of the latter to avail of the medical services.

**Medical specialization** refers to the particular field of medicine completed by a physician licensed to practice in the Philippines. Under MedConsult, consultation with accredited doctors with a few medical specializations are not covered. Please refer to the list of these excluded medical specializations under

Section 2 - Your Benefits, Inclusions and Exclusions - What are the face-to-face medical consultations that are not covered?

**Member** refers to a person who has been successfully registered under a product. A member can avail of the benefits and services under a product, consistent with the terms and conditions contained in this Health Care Agreement.

**Registration** is the process by which a person's details are submitted to iCare. Through this process, a person is registered for coverage under a specific product. Successful registration is required for coverage under a specific iCare product.

**Telemedicine** is the confidential exchange between a licensed medical professional and a Member about a medical concern. The exchange is executed over a communication line such as a wired phone, mobile phone, through a digital application and any other means that iCare allows. Please refer to Section 2 - Your Benefits, Inclusions and Exclusions for more information on telemedicine benefits and services covered under MedConsult. The name of the partner of iCare that provides the telemedicine service is listed in this section.

**Waiting Period** is the number of calendar days that a person waits before his or her coverage begins under the product that he or she has been successfully registered.

## **Section 2 - Purchasing and Registering**

You can purchase MedConsult on-line by visiting <https://shop.icare.com.ph/>. We offer a range of products and services on the shop. You should read and understand each product before selecting it to purchase. Please be mindful of:

- 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

For MedConsult, the definition of the age is as follows:

<b>iCare Product</b>	<b>Age Eligibility</b>
MedConsult Kids	1 to 17 years old
MedConsult Adults	18 to 64 years old
MedConsult Senior	65 and above years old

If you want to seek advice on the medically appropriate health care product for your requirements and those of your family, please feel free to chat with us online, send a Private Message on Facebook or request for a return call via a Facebook Private Message.

### **On-Line Purchase: Purchaser, Buyer's Web-Based Account**

When you have made your selection and are ready to check-out, you, as the 'Purchaser', will be asked to open a free iCare Buyer's web-based account to proceed. We will use the information you submit to us through this account to fulfill your purchase; e.g. send you an email to confirm your purchase. You will also use this account when you purchase from the iCare store again. As the Purchaser, you will be able to see all of the products you've purchased and the status of each. You 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, you will see if the coverage is inactive or active
- If a product is used

In the process of check-out, select your payment method and make your payment. After we have confirmed receipt of your payment, we will send you an email to confirm your purchase. This email contains the product serial code that you need to be able to register the person to be covered by the product.

As the Purchaser, you can be registered under a product. To do so, you must register yourself under a specific product. You are not covered under any product unless you are registered under it.

### **On-Line Registration of the Person to be Covered: Becoming a Member, Waiting Period, Start Date of Coverage, Coverage Period**

Registering is the process by which you identify and submit the details of the person to be covered by the iCare product. This person who will be covered is called the iCare 'Member'. Without a successful registration, no coverage can be provided by the iCare product to a Member. You must register a person under the product you have purchased as soon as possible so that the registration process can begin. 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. We will send confirmation of the successful registration and details thereof to the Member. If you register yourself or your child below 18 years old, you will receive the Product Voucher through the email address you provided. If you submitted the data of an 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 **waiting period** applicable to each product. Waiting period is the number of calendar days from the date of successful registration to the start date of coverage. Waiting period applies to everyone and cannot be waived for anyone. Waiting period starts from the day after successful registration; after it ends, coverage begins.

Please see below for 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 4 on 'Availment'), the product is available for use by the registered Member, subject to the terms of coverage.

PRODUCT	REGISTRATION PERIOD	WAITING PERIOD	COVERAGE PERIOD	
			START DATE	END DATE
MEDCONSULT SERIES	Within 90 calendar days from purchase date	3 calendar days	12:01am of Day 1 of the coverage period	11:59pm of Day 365 of the following year

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

Once a person has been successfully registered under a product, it cannot be un-done and the product can no longer be exchanged or refunded.

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 waiting 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

### Product Voucher

Once you successfully register yourself under a product, you will receive a confirmation via email. You will also receive the email if you registered your child below 18 years old. The email contains the important details concerning your coverage. It also includes the Product Voucher you need to present 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 you need to give to the telemedicine provider to allow them to validate your telemedicine privilege, if applicable.

The email confirmation summarizes your benefits under the specific product you have registered. The Product Voucher contains the product name, your complete name, your iCare Member ID and the start and end dates of coverage. We recommend that you print the Product Voucher and keep a copy in an accessible place, like your wallet. You will need to present the Product Voucher, personalized with your details, together with your valid government-issued ID. 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 waiting period, the product coverage period begins. For MedConsult the product coverage period is 12 months.

Product	Termination Schedule
This schedule applies to any variant of the products listed above	
If MedConsult is availed during the coverage period	11:59pm on Day 365 from the start date of coverage.
If MedConsult is not availed during the coverage period	11:59pm on Day 365 from the start date of coverage.

iCare may send you a further notice that the coverage has terminated. In any case, we urge you to record and monitor the end date of your coverage so that you can renew it on time and your coverage will be without interruption.

Below is a summary of the product timelines relative to the waiting period, coverage period and termination period.

iCare Product	Waiting Period	Coverage Period and Termination Schedule	
		Start Date	End Date
MedConsult Series	3 calendar days	1 year that starts from 12:01am on Day 1 of coverage to 11:59pm on Day 365	11:59pm on Day 365

### Renewal MedConsult Coverage

You can always stay covered with these iCare's MedConsult. Simply visit [shop.insularhealthcare.com.ph/](http://shop.insularhealthcare.com.ph/) and log in to the account you previously created to avoid having to input your buyer details again. Select and purchase the products and make your payment. As soon as you have received the email from us confirming your purchase, register the person to be covered according to the Product Renewal Schedule below.

For MedConsult, you can register as early as 3 calendar days prior to the end date of coverage. Remember that after successful registration, there is a waiting 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 PM.

### Section 3 - Your Benefits, Inclusions and Exclusions

One benefit of a Filipino citizen is universal PhilHealth coverage under Republic Act No. 7875, as amended; you can visit its implementing rules and regulations by clicking

[https://www.philhealth.gov.ph/about\\_us/IRR\\_NHIAct\\_2013.pdf](https://www.philhealth.gov.ph/about_us/IRR_NHIAct_2013.pdf). We cannot emphasize too much that it is to your greatest benefit to ensure that you are covered by PhilHealth and that, you make regular contributions, as necessary, to be able to complement your HMO coverage.

These are the services and benefits that you can avail under the MedConsult. Please read carefully how your PhilHealth coverage may help in covering your medical expenses.

<ul style="list-style-type: none"><li>• <b>MedConsult Series</b></li></ul>
<ul style="list-style-type: none"><li>• Within the 12-month coverage period, you can avail of consultation benefits under the following services:<ul style="list-style-type: none"><li>○ Face to face medical consultations</li><li>○ Unlimited 24×7 telemedicine consultations</li><li>○ Unlimited dental consultations and annual oral prophylaxis and permanent fillings</li></ul></li><li>• Please refer below for the complete details on your benefits</li></ul>
<p><b>Face-to-Face Medical Consultation</b></p> <ul style="list-style-type: none"><li>• You have a maximum of four (4) out-patient face-to-face medical consultations with accredited doctors in a clinic setting. The benefit covers the professional fee that the medical doctor charges for consultation.</li><li>• You can consult with more than 10,000 accredited doctors throughout the Philippines</li><li>• Consultations with non-accredited doctors, consultations with accredited doctors whose medical specialization are excluded under '<i>What are the face-to-face medical consultations that are not covered?</i>', Consultations falling under the exclusions mentioned under '<i>What are the other exclusions to the face-to-face medical consultation?</i>', are not covered by this product. If you decide to proceed with any of these types of consultation and pay for his or her consultation fee and any other fees, you cannot seek reimbursement, regardless of amount.</li><li>• You may consult symptoms and illnesses that are acute or pre-existing with accredited doctors who are general practitioners and those with the following specializations:</li></ul> <p>Your face-to-face medical consultation benefit:</p> <ul style="list-style-type: none"><li>• Family Medicine</li><li>• Pediatrics</li><li>• Obstetrics-Gynecology</li><li>• Cardiology</li><li>• Gastroenterology</li><li>• Pulmonology</li><li>• Endocrinology</li><li>• Infectious Medicine</li></ul>

- Nephrology
- Urology
- Rheumatology
- Oncology
- Hematology
- Allergology
- Geriatrics
- General Surgery
- Orthopedics
- Rehabilitation Medicine
- Dermatology
- Ophthalmology
- Otorhinolaryngology (ENT)

What are the face-to-face medical consultations that are not covered?

Consultation with accredited doctors with these medical specializations are not covered

- Neurology
- Neurosurgery
- Sleep Medicine
- Developmental and Behavioral Pediatrics

What are the other exclusions to the face-to-face medical consultation?

Please take note of the following exclusions to this benefit.

- Consultation in emergency room facilities
- Consultation with non-accredited doctors
- Consultation with an accredited doctor in a non-accredited hospital
- Dermatological consultation and procedures for purposes of beautification; examples are those cases of acne, warts, hyperpigmentation and milia
- Consultation about a condition secondary to all pregnancy and/or fertility- related illnesses and/or treatments.
- Consultation about sexually transmitted infections such as but not limited to syphilis, gonorrhea, chlamydia, human papillomavirus infection and HIV/AIDS
- Consultation for complications resulting from sterilization of either sex or reversal of such, artificial insemination, sex transformation and circumcision
- Consultation with psychiatrists and consultation related to psychiatric disorders, psychosomatic illnesses, hyperventilation syndrome, stress-related conditions, adjustment disorders, childhood and developmental disorders, alcoholism and its complications or conditions related to substance or drug abuse, addiction and intoxication
- Consultation for cardio-pulmonary (CP) clearance required prior to surgery or medical procedures
- Physical examination required for obtaining employment, medical certification, insurance or government license



- Consultation for injuries or illnesses due to military, paramilitary, police service, high- risk activities or those suffered under conditions of war
- Consultation for injuries 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 the law, administrative order or ordinances
- Consultation for diseases declared as an 'epidemic' by the Department of Health
- Medico-legal consultation

What are not covered by the face-to-face consultation benefit?

- All In-clinic procedures, tests, therapy and medicines such as but not limited to:
- Ophthalmology procedures like visual acuity, refraction, slit lamp exam, fundoscopy, tonometry, etc.
- Ears, nose, throat (ENT) procedures like ear irrigation/cleaning, ear/nasal suctioning, rhinoscopy, laryngoscopy, etc.
- Surgical procedures like incision and drainage, wound cleaning, debridement, suture removal, etc.
- Administration of injection
- Pap smear
- Dermatologic procedures for purposes of beautification like those relating to acne, warts, hyperpigmentation and milia
- Hypersensitivity and allergy tests
- Physical therapy
- Out-patient medicines, whether prescribed or not by an accredited doctor

### **Unlimited 24x7 Telemedicine Consultation powered by iCare Telemed7**

Telemedicine has been widely practiced in many parts of the world for the past 30 years or so. It has positively impacted millions of people and it's time for Filipinos to significantly benefit from this kind of service.

The practice of telemedicine is as rigorous as that of a face-to-face medical consultation. First, the doctors and nurses are licensed practitioners in the Philippines and have undergone specific training on telemedicine consultation. Second, the nurses and doctors follow an approach, specifically designed for telemedicine, that has been calibrated and enhanced over the years by millions of calls worldwide. Third, in case of any doubt, the privacy of telemedicine calls is protected to the standards required by our data privacy laws.

Your unlimited telemedicine medical consultation benefit

- You can consult through the telephone, 24x7
- You may consult about symptoms or complaints you may have, about medicines, about treatment plans, about any medical-related concerns you may have
- You may consult about pre-existing or chronic conditions
- You may consult without limit
- You may call from anywhere in the Philippines or anywhere in the world
- Most likely, in almost 90% of the cases, the doctor will be able to assist you
- By the end of the consultation, the doctor will either have an impression and prescribe a treatment plan or order for diagnostic tests to help determine your condition
- The doctor will provide you with a prescription for medicines and/or diagnostic tests through email
- Further, the nurse and/or doctor will conduct follow-up calls to monitor your progress
- If the doctor finds that your case is emergency in nature, you will be advised to proceed to a hospital to seek emergency care
- The telemedicine service can help in finding the nearest hospital and coordinating with the receiving hospital, as necessary

## **Unlimited Dental Consultation with Oral Prophylaxis and Permanent Filling**

iCare's dental partner is Reliant Health Med Alliance Corporation. They maintain a nationwide network of dental clinics and dental health care providers who offer diagnostic and therapeutic dental services. Your dental benefits can be availed at the dental clinics that have been accredited by Reliant Health Med Alliance Corporation.

- You can consult with an accredited dental professional
- You can avail of the benefits described below under the following services

### *Preventive Services*

- You can consult without limit on dental-related concerns
- Your dentist can educate and provide instruction on oral hygiene
- You can avail of one (1) oral prophylaxis per 12-month coverage, for mild to moderate cases for dental cleaning
- You can avail of one (1) dental examination per 12-month coverage

### *Restoration Services*

- You can avail of temporary fillings, without limit
- You can avail of Amalgam filling for three (3) surfaces or Light Cure fillings for two (2) surfaces
- Your dentist can re-cement jacket crown inlays and onlays
- Your dentist can perform simple tooth extraction, without limit

### *Dentures & Orthodontics*

- Your dentist can help with the adjustment of dentures
- Your dentist can also provide advice on orthodontic and aesthetic dentistry

### *Treatments*

- You can seek the dentist to treat and alleviate dental-related pain though prescribed medicines are not covered
- Your dentist can help you find relief and/or issue a prescription for acute dental pain
- Your dentist can provide treatment for lesions, wounds and burns in the dental area
- Your dentist can provide emergency desensitization of hypersensitive teeth

## Section 4 - Important Information on How to Avail of your Benefits

### Availment of Medical and Dental Consultation and Services: Online Letter of Authorization, Dental Consultation

Throughout the coverage period of one (1) year, you can avail of face-to-face, tele-medical and dental consultation. You may also avail of the additional benefits under the dental plan like the annual oral prophylaxis and permanent fillings. Please refer to Section 2 for more details.

You will need a Letter of Authorization (LoA) to seek face-to-face medical consultation.

To get an LoA, first select a doctor [here](#) and confirm their schedule, then request the LoA from iCare Call Center, print it, and present it to the doctor within five days of issuance.

Getting a telemedicine consultation is as simple as sending a message through the Viber app and waiting for the doctor's call. Members can search for "iCare Telemed7" directly on the Viber app, scan the official QR code featured in campaign materials, or click the direct access link:

<https://tinyurl.com/iCareT7chatbot>. Once connected to the verified chatbot, members are guided through a quick and user-friendly process to request a consultation or make general inquiries.

Visiting the dentist of your choice is just as simple. Please click <https://icare.com.ph/accredited-dental-networks/> for more information.

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

## **Section 5 - Data Privacy**

It is very important to be able to confirm the identity of the iCare Member to ensure that your benefits are availed by the correct person. Another important reason is that as your partner in your well-being, we need to be certain about your identity to review and validate the medical treatment requested by your doctor.

For these reasons, we will solicit specific information that we need to be able to record you as a Member and share with our partners, the doctors, clinics, hospitals and telemedicine staff, so that they in turn, can validate your identity. We will handle your data according the standards and requirements set by the Data Privacy Act of 2012.

During the registration process, if you are registering yourself under a specific iCare product, you shall provide information about yourself. By registering yourself, you certify that the information you provided is accurate and relates to your own identify. Further, you provide your consent to iCare to solicit, obtain, review and process your Personal Information and Sensitive Personal Information, including records you directly submit to us or as shared to us by our partners like medical professionals, clinics and hospitals. You authorize iCare to solicit, receive and process these records and information, such as medical and dental consultations, visits to the hospital as an outpatient or inpatient, your medical history, any treatment or any other information about you in relation to your availment of medical and other benefits.

If you registered another person, like a child or an adult under your authority like a specially-abled sibling, you certify that the data are accurate and that you have the legal authority to submit Personal Information and Sensitive Personal Information about them to iCare. On their behalf, you authorize iCare to solicit, obtain, review and process their Personal Information and Sensitive Personal Information, including records directly submitted to us or as shared to us by our partners like medical professionals, clinics and hospitals. You authorize us to solicit, receive and process these records and information, such as medical and dental consultations, visits to the hospital as an outpatient or inpatient, your medical history, any treatment or any other information about you in relation to your availment of medical and other benefits.

## **Section 6 - Disputes: Arbitration, Insurance Commission**

We are committed to work with you to stay healthy and recover from any illness. We will handle the availment of your benefits in accordance with accepted Philippine medical standards and in cooperation with you and our medical partners. Should you believe that we were not able to correctly and accurately handle your request for availment of benefits, please do 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 you to use any of these methods of communication to preserve your privacy.

As an HMO under the supervision of the Insurance Commission (<https://www.insurance.gov.ph/>), we comply with their requirements in handling customer concerns. One of the measures they specify is arbitration. After our review and if you still believe that we were not able to satisfy your expectations on the availment of your benefits, we would be happy to refer your complaint to an arbitrator whom we agree upon. If we cannot agree upon a single arbitrator, we can appoint one arbitrator each. If we are still not able to agree on the two arbitrators, the two arbitrators shall select an umpire. If the dispute relates to a medical expertise, we can require that the arbitrator be a licensed medical professional and the umpire would be a senior medical professional like a consultant Specialist or Surgeon. The decision of the arbitration is a condition necessary to any legal action against us.

You may also reach out to the Insurance Commission at any time. The Insurance Commission is the government office in charge of the enforcement of all laws related to Health Maintenance Organizations (HMO) and has supervision over them. It is always ready to assist the 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) 523 8461 to 70 or email them at [publicassistance@insurance.gov.ph](mailto:publicassistance@insurance.gov.ph). The Insurance Commission also has offices in Cebu and Davao.

The official website of the Insurance Commission is [www.insurance.gov.ph](http://www.insurance.gov.ph).

## **Section 7 - General Provisions, Future Taxes and Fees**

**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, and such law, regulation or its equivalent result in additional obligations on the part of iCare, any additional amount due shall be charged to the Buyer in addition to the applicable fees. Future taxes, levies or fees referred herein are only those that affect the computation of Membership Fees, other future taxes, levies or government impositions that do not affect the computation of Membership Fees are excluded.

**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.

**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 iCare pursuant to the Terms and Conditions of this Agreement and that the Member will subrogate his rights of recovery from any other party to iCare and will undertake to assist the latter in the successful recovery of the losses.

**GOVERNING LAW.** This Health Care Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

## **Section 8 - Keeping in Touch**

We always want to stay in touch with you. Please do add our email address to your directory to avoid our emails 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