

## **ER Care Basic 50 Health Care Agreement**

There are several benefits under ER Care Basic 50 and the information contained in this booklet includes full details of them all.

By reading this, you will understand:

- The accidents and illnesses that are covered by the above-mentioned iCare ER Care Basic 50
- How to purchase products under the iCare ER Care Basic 50
- How to register a person under the iCare ER Care Basic 50
- When is it medically appropriate to seek emergency care
- Where you 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 self-generate a Letter of Authorization for the consultation
- How to ensure that a person is always covered under the iCare ER Care Basic50

By registering or using this product yourself, 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://www.insularhealthcare.com.ph/returnrefundpolicy/>.

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 [shop.insularhealthcare.com.ph/return-replacement-refund-policy](https://shop.insularhealthcare.com.ph/return-replacement-refund-policy).

### **Definition of Terms**

**Accident.** A visible, external, sudden and violent event occasioned by a physical or natural cause and occurring entirely beyond the Member's control causing damage to the health of the Member. An accident may or may not result in a medical emergency.

**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 the ER Care Basic 50, a Member can seek inpatient emergency care under an accredited doctor at an accredited hospital.

**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.

**Benefit Limit** refers to the maximum liability that iCare shall cover and assume under the specific ER Care Basic 50 you are registered. 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 you better. For more context, please refer to Section 2 - Your Benefits, Inclusions and Exclusions - Emergency Care in the Emergency Room of Accredited Hospitals.

**Emergency** shall mean the sudden, unexpected onset of illness or injury having the potential of causing immediate disability or death or requiring the immediate alleviation of severe pain and discomfort.

Examples of such emergency cases, but not limited to, are the following: (a) Massive bleeding; (b) Acute appendicitis; (c) Acute myocardial infarction (heart attack); (d) Hypertensive crisis (e.g. stroke, Hypertensive coma); (e) Fractures/injuries secondary to accidents. For the purpose of implementation, the final diagnosis shall be the basis for a member's eligibility to emergency care benefits under the Agreement. The key words are life-threatening and/or has the potential to cause immediate disability if no medical care is provided. Another key condition is the presence of pain and discomfort that a patient cannot tolerate. Only a doctor can determine if there is a medical emergency. Please refer to Section 2 - Your Benefits, Inclusions and Exclusions to better understand how the ER Care Series provides coverage for emergency care.

**Emergency Care** is the combination of medical advice and treatment that a Member can avail at accredited hospitals. It includes medically necessary treatment required by a Member in a case of a medical emergency. Under the ER Care Series, emergency care can be covered as an outpatient or inpatient, depending on the specific ER Care Basic 50 under which a Member is registered. Please refer to Section 2 - Your Benefits, Inclusions and Exclusions for more information on emergency care benefits and services covered under the ER Care Basic 50.

**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.

**One-Time Use** refers to the singular time that the products under the ER Care Series can be availed by a Member. Upon availment, the ER Care Basic 50 is considered as terminated.

**Pre-Existing Condition** are illnesses or conditions for which a Member received professional advice or treatment prior to the start date of coverage; or was in any way evident to the Member prior to the start date of coverage; or the pathogenesis of which had already started prior to the start date of coverage, regardless if the Member was not aware of it. Generally, the ER Care Basic 50 do not provide coverage for pre-existing conditions. They also do not cover viral and bacterial illnesses that are related to the pre-existing condition.

**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.

**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.

**Without Access to Top Hospitals** means that the ER Care Basic 50 under which a Member is registered allows availment of emergency care services at all hospitals accredited with iCare except the 'Top 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.

## Section 2 - Purchasing and Registering

You can purchase the iCare ER Care Series and on-line by visiting <https://shop.insularhealthcare.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
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For the ER Care Basic 50 the definition of the age is as follows:

iCare Product	ADULT
ER CARE BASIC 50	18 - 64 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 on-line, 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
ER CARE BASIC 50	Within 90 calendar days from purchase date	10 CALENDAR DAYS	12:01am of Day 1 of the coverage period	11:59pm of Day 365 of the following year

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.

Please see below for a sample illustration of registration, waiting period and coverage period.

<b>Product Registration Timeline</b>	<b>Sample Date for Illustration Purposes Only</b>
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 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 ER Care Basic 50, the product coverage period is 12 months or until availed, whichever comes first.

Please see below for the termination schedule of the iCare products.

<b>Product</b>	<b>Termination Schedule</b>
This schedule applies to any variant of the products listed above	
If the ER Care Basic 50 is availed during of the coverage period	Coverage terminates when iCare issues a Letter of Authorization corresponding to the ER Care Basic 50

If the ER Care Basic 50 is not availed during of the coverage period

11:59pm on Day 365 from the start date 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.

### Renewal of ER Care Basic 50

You can always stay covered with these iCare products. 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 the ER Care Basic 50, you can register as early as 10 calendar days prior to end date of coverage. If the ER Care Basic 50 has been availed, you can register for another product as soon as the day following the availment of emergency care under the ER Care Basic 50. If you have been confined, you can still register the day following the date of admission.

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 ER Care Basic 50. Please read carefully how your PhilHealth coverage may help in covering your medical expenses.

<b>ER Care Basic 50</b>	
First, identify the product under which you have been registered. Carefully note if you are covered for accidents only. If so, determine if you are covered under ER Care Basic 50 for outpatient emergency care only.	
What are the benefits of each	Carefully note under which ER Care Basic 50 you are registered as each of them have different benefits. The number beside the Product
of the ER Care Basic 50?	name refers to the Benefit Limit and corresponding room type that applies if you are hospitalized.  Please see below the details on the benefits of the different products under the ER Care Basic 50.

<b>Coverage for Accidents only</b>	
<b>Product</b>	<b>Emergency Care Service Adult</b>
ER Care Basic 50	Outpatient emergency care only Emergency Room only with Php50,000 Benefit Limit
When is it medically necessary to seek emergency care and when is it covered by the ER Care Basic 50?	<p>Please do seek emergency care when you need it. For more life-saving information, visit <a href="http://www.insularhealthcare.com.ph/need-medical-attention-where-to-go">www.insularhealthcare.com.ph/need-medical-attention-where-to-go</a>.</p> <p>Under ER Care Basic 50, you can avail of emergency care with benefits at the hundreds of hospitals accredited with iCare. Availment of emergency care in non-accredited hospitals is not covered and there is no reimbursement option.</p> <p>Only emergency care is covered by ER Care Basic 50. Non-emergency care is not covered so it is important that you only seek 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>
What does Emergency Care mean?	<p>For clarity, 'emergency' means the sudden, unexpected onset of illness or injury having the potential of causing immediate 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 you are not able to tolerate.</p> <p>It is the doctor who will determine if your case qualifies as a medical emergency. Again, if the case is evaluated by the doctor as a non-medical emergency, the ER Care Basic 50 will not provide coverage.</p>
What is an accident?	ER Care Basic covers only emergency medical care to individuals involved in an accident. In the case of 'accident', it shall mean 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>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, you should present yourself at the emergency room of the hospital as soon as possible. Generally, you must be at the emergency room within 24 hours so that injuries resulting from accidents requiring emergency are coverable by ER Care Basic 50. Below are descriptions of common accidents requiring emergency care at the hospital. These examples do not preclude you from seeking emergency care if you believe that you need the attention of a medical professional.</p> <ul style="list-style-type: none"><li>• Vehicular accidents on the road either as a driver, passenger, pedestrian or bystander where there are visible wounds, and/or you experience shock</li><li>• When a child slips and their body makes contact with an object or another person that causes injury, like an arm fracture</li><li>• When you accidentally cut off your finger while working in the kitchen</li></ul>
<p>What are the other conditions for non-coverage of accidents?</p>	<p>This is a list of other conditions that are non-coverable under ER Care Basic 50.</p> <ol style="list-style-type: none"><li>1. Viral and bacterial illnesses that are complications of or contracted due to a compromised or impaired immune system. The following are examples but not limited to:<ul style="list-style-type: none"><li>• Patients with malnutrition</li><li>• Patients with uncontrolled diabetes mellitus</li><li>• Recipients of organ transplant</li><li>• Patients with hematologic malignancies</li><li>• Patients undergoing radiation, chemotherapy and immunosuppressive therapy</li><li>• Patients with HIV / AIDS infection</li><li>• Patients with foreign objects/implants such as venous or urinary catheters</li><li>• Patients with auto-immune diseases such as Systemic Lupus Erythematosus (SLE), Rheumatoid Arthritis, Multiple Sclerosis, Guillain-Barre syndrome</li></ul></li><li>2. Viral infections like:<ul style="list-style-type: none"><li>• Hepatitis B, C, D &amp; E</li><li>• Herpes infections like Epstein-Barr and Cytomegalovirus</li></ul></li></ol>



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|  | <ol style="list-style-type: none"> <li>3. 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</li> <li>4. Conditions secondary to all pregnancy and fertility-related illnesses and/or treatments</li> <li>5. Lithiasis/stones of the gallbladder and genito-urinary system</li> <li>6. Sexually transmitted infections such as but not limited to syphilis, gonorrhoea, chlamydia, human papillomavirus infection, HIV/AIDS</li> <li>7. Chronic viral and bacterial illnesses</li> <li>8. Congenital illnesses acquired through viral and bacterial infections</li> <li>9. All dental related conditions and services</li> <li>10. Complications from sterilization of either sex or reversal of such, artificial insemination, sex transformations, and circumcision</li> <li>11. Rest cures, custodial, domiciliary, or convalescent care</li> <li>12. 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</li> <li>13. 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</li> <li>14. Medical and/or surgical procedures which are not generally accepted as standard treatment by the medical profession like acupuncture</li> <li>15. Procurement, lease/rent or use of corrective appliances, artificial aids and durable equipment, and orthopedic prosthesis and implants</li> <li>16. Surcharges resulting from additional personal (luxuries/accommodation) request or service including special nursing services</li> <li>17. Injuries or illnesses due to military, paramilitary, police service, high risk activities, or suffered under conditions of war</li> <li>18. 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 ordinances</li> <li>19. Professional sports, high-risk sports/activities</li> <li>20. Outpatient or Take-Home medicines</li> <li>21. Valvular Heart Disease and/or Rheumatic Heart Disease.</li> <li>22. All hospital expenses and professional fees incurred by a Member when discharged against medical advice</li> <li>23. Professional fees of assistant surgeons</li> <li>24. Diseases declared by the Department of Health as "epidemic".</li> </ol> |
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	<p>25. 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</p> <p>26. Professional fees of medico-legal officers, consultations and confinement</p> <p>27. Medical certificates</p> <p>28. All expenses incurred in the process of organ donation and transplantation, as donor or recipient</p>
<p align="center"><b>Emergency Care in the Emergency Room of Accredited Hospitals</b></p>	
<p>Benefit Limit</p>	<p>For the ER Care Basic 50, coverage is limited to outpatient emergency care. In case you need to be admitted, your benefit limit will be used to settle the coverable hospital charges in the emergency room only. You will shoulder all the hospital charges while confined.</p>
<p>Coverable Hospital Charges</p>	<p>At the emergency room, your benefits will cover the hospital's fees for the emergency room, professional fees of accredited doctors who attend to you in the emergency room, hospital services and supplies that the doctors say that you need 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, we apply sub-limits on specific services relating to specific tests - which you can view by visiting <a href="http://www.insularhealthcare.com.ph/prepaid/standardprovisions">www.insularhealthcare.com.ph/prepaid/standardprovisions</a>. In addition, in the case of animal bites, we will only cover the first dose of anti-rabies/anti-venom/anti-tetanus, up to a maximum of Php20,000.</p>
<p>PhilHealth Coverage</p>	<p>For certain outpatient procedures done in the emergency room, based on their own rules, PhilHealth will provide coverage in PhilHealth accredited hospitals. If your case qualifies, you must submit the necessary PhilHealth-mandated documents to be able to claim the benefit. If you are not yet a PhilHealth member or are unable to complete the document requirements because your contributions are not sufficient and/or updated, you will have to shoulder the portion that PhilHealth would have covered.</p> <p>Your 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, the ER Care Basic 50 will cover the</p>

	whole amount. In case that the net coverable hospital charges are greater than your available benefit limit, you will shoulder 100% of the excess.
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**Section 4 - Important Information on How to Avail of your Benefits**

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

Accidents at home are most unfortunate and for those accidents that result in injuries that require emergency attention at the hospital, you can avail of the medical care through the ER Care Basic 50. We will require a notarized affidavit from you for home accidents and accidents involving yourself. We will need this document at the point that the hospital bill is being settled, regardless if you were treated at the emergency room only or admitted.

We are also exposed to the risk of motor vehicle accidents, as a bystander, pedestrian, passenger or driver. In situations where you are unfortunate enough to be involved in a motor vehicle accident in any capacity, involving a person other than yourself, we will require a police report. We will need this document at the point that the hospital bill is being settled, regardless if you were treated at the emergency room only or admitted.

The purpose of the affidavit and police report is to determine if you acted in your own best interest in protecting yourself from harm. For example, you need to have been wearing a helmet or seatbelt if you were riding a motorcycle or vehicle, respectively, at the time of the accident. You also should not have been intoxicated or under the influence of illegal drugs while involved in an accident. Or you should not have been driving against traffic in a one-way street when you collided with another vehicle. In these situations, when it has been found out that you did not act in accordance with the law and other prescribed rules and regulations, the ER Care Basic 50 cannot respond to your need for emergency medical care.

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

A medical professional will be able to determine if you need emergency medical care. Please do visit [www.insularhealthcare.com.ph/need-medical-attention-where-to-go](http://www.insularhealthcare.com.ph/need-medical-attention-where-to-go) to know when it is medically necessary to seek emergency care and why you should avoid the emergency room for non-emergency situations.

- Be properly advised if it is medically necessary to seek emergency care
- Assistance in calling for an ambulance
- Receive first aid instructions on your way to the hospital
- Be advised on the nearest accredited hospital
- The doctor can brief the destination hospital on your pending arrival with the details of your medical case
- Post-diagnostic test, you can share your results with the doctor and proceed with a consultation

At the emergency room, if the doctor determines that your case is non-emergency in nature and/or the diagnosis is not coverable under the ER Care Basic 50, you will shoulder all the hospital charges.

Also, it is the medical professionals who will attend to you who will provide the medical diagnosis/diagnoses of your case. They may be able to diagnose you 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 your condition develops. In the end, it is the final medical diagnosis/diagnoses that we will use to determine if it is covered by the ER Care Basic 50 under which you are registered.

To facilitate your medical care and based on an initial diagnosis, we may already issue a Letter of Authorization (LoA) to the hospital on your behalf, corresponding to the ER Care Basic 50 benefit under which you are registered. In the case that the initial medical diagnosis changes to one that is not covered under the ER Care Basic 50 under which you are registered, we will advise you at the soonest possible time that we will withdraw the LoA from the hospital and that you will have to make your own arrangements with them. We will also reinstate your ER Care Basic 50 as if it was not used so that it is still available for future medical availment.

The ER Care Basic 50 product is considered availed when iCare issues an 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 Basic 50 under which you are registered. In which case, please refer below to the table on how the LoA works to address the coverable charges in the hospital bill. Please note that non-coverable charges in the hospital bill are for your account.

<p>When the coverable charges in the hospital bill is less than the maximum amount of benefits</p>	<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>
<p>When the coverable charges in the hospital bill is equal to the maximum amount of benefits</p>	<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>
<p>When the coverable charges in the hospital bill is greater than the maximum amount of benefits</p>	<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