

**MY MEDICARD
Healthcare Program Agreement**

MediCard Philippines, Inc., (hereinafter referred to as “MediCard”), a duly organized and registered corporation, with principal office address at 8th Floor, The World Centre Building, 330 Sen. Gil Puyat Avenue, Makati City 1200, through the undersigned as its duly authorized representative, hereby confers this Service Agreement (the “Agreement”) to the Client/MEMBER who agreed to engage the services of the former under the terms and conditions stipulated herein.

Signed and effective as of _____ in Makati City, Philippines.

JULIAN C. MENGUAL
Chief Executive Officer

Conforme:

Signature over printed name of Client/MEMBER

SPECIMEN COPY

TERMS AND CONDITIONS

I. DEFINITION OF TERMS

1. **ACCREDITED HOSPITAL** - A duly licensed hospital included in the list of accredited hospitals of MediCard with which MediCard has an existing and valid service agreement and where a member can avail of medical services pursuant to this Agreement.
2. **ACCREDITED MEDICAL CLINIC** - A duly licensed medical health care facility included in the list of accredited medical clinics of MediCard which has an existing and valid accreditation agreement with MediCard and where a member can avail of medical services pursuant to this Agreement.
3. **ACCREDITED PHYSICIAN/DOCTOR** - A duly licensed physician or specialist accredited by MediCard and named in the list of MediCard's accredited physician with whom MediCard has made arrangements to provide the required services under this Agreement.
4. **ATTENDING PHYSICIAN** - An Accredited Physician who is part of the medical staff of an Accredited Hospital or Accredited Medical Clinic, and legally responsible for the care given to a member while in the hospital or on out-patient basis.
5. **CLIENT** – A person of legal age who purchases Healthcare Program online or offline, which benefits will be enjoyed by his/her enrolled MEMBER here in the Philippines.
6. **DISEASE** – Any illness, injury or adverse medical condition characterized by the abnormal functioning of a part, organ or system of the human body hallmarked by identifiable signs and symptoms, including all Disease Complications thereof.
7. **EFFECTIVE DATE** - The date the Agreement commences as specified in this Agreement.
8. **ILLNESS** - A poor health or poor physical condition marked by a pathological deviation from the normal healthy state caused by disease or sickness.
9. **MATERIAL INFORMATION** - An information is deemed material if its disclosure would have resulted in the (a) declination of the application for Membership of the applicant, (b) the assessment of a higher Membership Fee or (c) the inclusion of additional restrictions and exclusions to the benefits of the member under this Agreement.
10. **MEDICAL BENEFITS** - The medical, surgical and dental services available as out-patient or in-patient benefits generally at no cost to MEMBERS if within the agreed scope of coverage, whenever the need for them arises, and when rendered by and in MediCard accredited doctors, hospitals and clinics.
11. **MEDICAL DIRECTOR (in an HMO set-up)** – is a physician who is responsible in assuring healthcare delivery for health plans, products and services by leading, developing, directing and implementing medical and non-medical activities that impact health care quality, cost and outcomes in a financially responsible manner.
12. **MEDICARD HEALTH PROGRAM AGREEMENT** - Refers to this Agreement. It contains the provisions of enrollment eligibility and effective date; benefits and coverages; claims and member satisfaction provisions; exclusions and limitations of benefits; payment of membership fee; termination of coverages; etc.

13. **MEDICARD IDENTIFICATION CARD** - The identification card issued to the members for their identification. It contains the member's name, account number and validating signature.
14. **MEDICINE AND DRUGS** - Those for which a licensed medical practitioner has prescribed for dispensing, which are specifically required for the treatment of a covered illness or injury under this Agreement.
15. **MEMBER** - one who is eligible, has been accepted for Membership by MediCard after complying with the Eligibility provision, and is currently enrolled under this Agreement.
16. **MEMBERSHIP** - Refers to membership in MediCard, pursuant to this Agreement.
17. **OUT-PATIENT** - A person receiving medical services under the direction of a MediCard physician, but not as an in-patient.
18. **PRIMARY ACCREDITED PHYSICIAN** - The officer-in-charge physician who acts as the family physician of the members in their MediCard accredited hospital. He directs the members' medical care, examines, treats and/or refers members to specialists, orders x-ray and other laboratory tests, prescribes medicines and arranges for hospitalization, if needed. This person must not be a relative of the member up to the third degree of consanguinity and affinity.

ARTICLE II. ENTIRE AGREEMENT

- SEC. 2.1 The application, any medical certifications and/or documents and any written statements, representations, information or evidences furnished by the MEMBER upon the request of MediCard, and this AGREEMENT constitute the entire Agreement between the parties.
- SEC. 2.2 This AGREEMENT is not subject to any modification or waiver of any provision hereof. MediCard will not be bound by any promise or representation herefore or hereafter made by or to any agent or person other than as specified herein.
- SEC. 2.3 The virtual card sent by MediCard via email shall be considered as proof of membership. In case the MEMBER will avail any of the services of MediCard, the MEMBER should also present a valid identification card.
- SEC. 2.4 This AGREEMENT shall be governed by and construed in accordance with Philippine Law. All services and benefits arising out of this AGREEMENT are valid only in the Philippines.

ARTICLE III. NOTIFICATION OF MATERIAL CHANGE

- SEC. 3.1 The MEMBER shall be obliged to promptly notify MediCard in good faith and in writing of a change in his place of residence, occupation and other material changes in the information he/she has furnished as required by MediCard. All notices sent by MediCard to the MEMBER's address on record with MediCard shall be considered as validly sent regardless of the actual address or whereabouts of the MEMBER.

ARTICLE IV. MEMBERSHIP FEES AND CHARGES

- SEC. 4.1 In consideration for the services rendered by MediCard, the Client agrees to pay the one (1) year membership fee of _____ (P_____) inclusive of 12% VAT upon

enrollment with MediCard. Membership fee shall be valid within the one (1) year membership period only.

ARTICLE V. MATERIAL MISREPRESENTATION OR NON-DISCLOSURE

SEC. 5.1 Failure to disclose or misrepresentation of any material information by the Client or MEMBER or any applicant for membership under this Agreement, whether intentional or not, shall entitle MediCard to terminate this Agreement, effective immediately upon receipt of the Client and/or MEMBER of a notice of termination for this case. Information is deemed material if it is among those required to be answered or supplied in the individual application and/or medical examination forms of MediCard at the time of application; or it would have resulted in the disapproval of the application for membership, or the denial of coverage at the time the misrepresentation or non-disclosure was discovered.

In case of invalidation of the agreement due to fraudulent non-disclosure or misrepresentation of any material information by the MEMBER, he/she shall not be entitled to a return of membership fees which may have been paid already to MediCard, as well as any and all benefits which may be provided under this Agreement. Furthermore, MediCard may also demand for reimbursement of the cost of services rendered or amount already refunded to the member plus administration fee; however, in the event that there is no fraud, MediCard shall return the membership fees paid less cost of previous services rendered by MediCard including administration fee.

ARTICLE VI. AGREEMENT PERIOD

SEC. 6.1 Upon payment of membership fee and approval by MediCard of the application for membership, this AGREEMENT shall be deemed effective from the date indicated above and for a period of one (1) year thereafter.

SEC. 6.2 Upon expiration of membership, the Client and/or MEMBER may re-apply for membership which re-application shall be subject to re-evaluation and approval by MediCard.

ARTICLE VII. MEMBERSHIP ELIGIBILITY

SEC. 7.1 Client should be at least 18 years of age and has capacity to contract and perform his/her obligations under this AGREEMENT.

SEC. 7.2 MEMBER should be at least 18 years old up to 65 years of age.

Note: MEMBER who will reach the age of ineligibility shall be accommodated until the end of the Agreement period.

ARTICLE VIII. PHILHEALTH/ECC PROVISION

It is hereby declared and agreed that hospitalization benefits due under the PHILHEALTH and/or Employee Compensation Commission (ECC) program are assigned to and integrated with the MediCard program such that any of the MediCard benefits due under this Agreement shall be net of the MEMBER's PHILHEALTH and/or Employee Compensation Commission (ECC) benefits. MediCard will not pay or advance the costs of such benefits, nor be responsible for filing any claims under PHILHEALTH and/or ECC.

ARTICLE IX. SCHEDULE OF BENEFITS

Upon payment of the fees and upon effectivity of the membership, the MEMBER shall be entitled to the following benefits:

SEC. 9.1 Out-patient Consultations with MediCard-Accredited Doctors

Unlimited out-patient consultations will be provided to the MEMBER in any MediCard-accredited hospitals/clinics by the following specialists:

- Family medicine
- Internal medicine
- Cardiologist
- Endocrinologist
- Pulmonologist
- Gastroenterologist
- Dentists

The MEMBER should go directly to the MediCard coordinator of any accredited hospital/clinic to secure the consultation form before going to the specialist.

Notes: MediCard-Accredited Doctors – A duly licensed doctor or specialist accredited by MediCard and named in the list of MediCard's accredited doctor with whom MediCard has made arrangements to provide the required services under this Agreement.

MediCard-accredited hospitals/clinics – Hospitals/clinics accredited by MediCard, where the designated physician assigns MediCard MEMBERS for consultations.

SEC. 9.2 Dental Services by MediCard-Accredited Dental Clinics

MEMBER may avail of one-time oral prophylaxis (mild cases only - few tartar and plaque build-up on surfaces of teeth and those hidden in between and under the gums). Classification shall, however, depend on the assessment of the dentist. Moderate and heavy cases shall not be covered.

Note: MediCard-Accredited Dental Clinics – Dental Clinics accredited by MediCard, where designated dentist renders services for MediCard MEMBERS.

ARTICLE X. MEMBER'S SATISFACTION SERVICE

SEC. 10.1 All questions or concerns of MEMBER about the medical services and benefits shall be directed to the MediCard Head Office. MEMBER must provide complete and necessary information so that the Customer Management Assistant, Customer Care Officers and/or other appropriate staff can resolve the MEMBER's concern in a timely manner.

SEC. 10.2 An **Emergency Assistance Response Service (E.A.R.S.)** that operates on a 24 hour/day 365 day/year basis to respond to inquiries shall be available at the following telephone numbers:

Tel. No.	: 841-8080
Toll Free Nos.	: 1800-1888-9001

Text MediCard	: Key in specific information or request on your mobile phones and send to: (0917) 8512648 for Globe subscribers; (0908) 8841814 for Smart subscribers and (0922) 3822943 for Customer Management Group.
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SEC. 10.3 Open door policy. Direct access to a network of accredited hospitals/clinics nationwide, satellite medical clinics, existing mall-based clinics, and a Head Office Clinic.

ARTICLE XI. EXCLUSIONS, LIMITATIONS AND CONSENT

SEC. 11.1 EXCLUSIONS FROM OUT-PATIENT CONSULTATION

- a) The following shall not be covered during out-patient consultation:
 - Consultations on maternity-related cases
 - Consultations with all other specialists not mentioned above
 - Laboratory and diagnostic procedures
 - Issuance of medical certificate
- b) Prescribed medicines shall not be provided by MediCard or MediCard-accredited doctors/hospitals/clinics.
- c) The out-patient consultations are provided only during clinic hours
- d) Emergency care services shall not be covered

SEC. 11.2 LIMITATION IN SERVICES: MediCard is not responsible for the following:

- a) Delay or failure to render services due to major disasters and natural calamities, brownouts or epidemics affecting facilities or personnel.
- b) Unusual circumstances such as complete or partial destruction of facilities, war, riots, disability of a significant number of MediCard personnel or similar events which result in delay to provide services.
- c) Conditions for which a MEMBER has refused recommended treatment for personal reasons, for which MediCard physicians believe no professionally acceptable alternative treatment exists.
- d) Sudden change of hospital policies.

SEC. 11.3 CONSENT

It is hereby understood that, to be entitled to the benefits under this Agreement, the MEMBER hereby waives his/her consent to the disclosure and processing of his/her medical/health information which is determinative for the assessment of his/her coverage and necessary for the treatment of his/her illness. MediCard, its physician and other allied health professionals, including its Accredited Hospitals/Clinics are hereby released from any liability by reason of such disclosure.

ARTICLE XII. PRE-TERMINATION OF AGREEMENT

SEC. 12.1 TERMINATION OF AGREEMENT BY THE CLIENT

- a) **Free Look Provision.** The MEMBER may terminate this Agreement by giving a written notice within fifteen (15) days from his/her receipt of the contract. The MEMBER may cause the termination of this Agreement provided the membership ID Cards and this Agreement are surrendered to MediCard within

the same period. If payment was made by the MEMBER, the amount shall be returned in full to the MEMBER. MediCard shall thereafter terminate the membership and the termination provision of this Agreement shall apply. Failure to terminate this Agreement within the period set shall be understood as an acceptance of all terms and conditions provided hereunder. Any availment of a MEMBER within the fifteen (15) - day period shall also mean acceptance by the MEMBER of all the terms and conditions of this Agreement.

- b) The CLIENT may terminate this Agreement for justifiable reasons at any time by giving a written notice to MediCard at least thirty (30) days prior to the intended termination date. The CLIENT may only terminate this Agreement if it is not in default in the performance of its obligations or it has not violated any of its warranties and representations. Starting on the termination date, MediCard shall be free from all liabilities to the CLIENT and/or MEMBER. This shall be without prejudice to the right of MediCard to collect Client's obligations which have become due and demandable. Likewise, the CLIENT shall be entitled to a refund of unused membership fee if the cancellation by the CLIENT was for justified reasons.

SEC. 12.2 This AGREEMENT may be pre-terminated by MediCard in the event that:

- a) Any material misrepresentation; or warranty made by the CLIENT and/or MEMBER is false or untrue; or if the CLIENT and/or MEMBER commits any act with the intend to defraud MediCard;
- b) The CLIENT and/or MEMBER assigns this Agreement to another person or permits the use of his/her membership ID by another person.
- c) The CLIENT and/or MEMBER commits any act done in bad faith, in breach of the Agreement or other similar acts.

Pre-termination shall take effect after a 30-day notice to the Client and/or MEMBER's address on record unless MediCard was convinced to disregard the termination. All medical services and coverage under this Agreement shall also be terminated.

SEC. 12.3 TERMINATION OF AGREEMENT BY THE AGGRIEVED PARTY

Any aggrieved party may pre-terminate this Agreement for cause (i.e. any act of bad faith, breach of agreement, etc.) upon service of thirty (30) days notice to the other.

In case of pre-termination under this Section, where the CLIENT is the aggrieved party, the provision of Section 12.5 shall apply.

SEC. 12.4 CONDITION DURING TERMINATION

In all cases, termination shall be without prejudice to the right of MediCard to collect CLIENT and/or MEMBER's obligations which have become due and demandable. All medical expenses incurred after the date of termination of the MEMBER's coverage shall be charged to the CLIENT.

The termination of this Agreement will not hold MediCard responsible to provide the medical and health care services described herein to such enrolled MEMBER.

SEC. 12.5 **REFUND/CREDIT OF MEMBERSHIP FEE.** If a member's coverage is terminated or cancelled, the unused pro rata Membership Fee paid shall be refunded to the Client, only if no availment has been made by the Member prior to the termination or cancellation. The schedule of refund is provided below:

If the Agreement/Membership has been in force for	Percent of refund from the paid Annual Membership Fees
Not more than one (1) month	80%
More than one (1) month but less than three (3) months	70%
At least three (3) months but less than six (6) months	40%
Six (6) months or more	No refund

Note: A processing fee of P50.00 shall be deducted from the refundable amount.

There shall be no refund of membership fees in the event that the MEMBER has availed of any benefit under this Agreement.

ARTICLE XIII. GENERAL PROVISIONS

SEC. 13.1 **ARBITRATION.** Any difference arising between the Client or any MEMBER and MediCard 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 MediCard, may be a registered medical practitioners 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 MediCard.

SEC. 13.2 **NON-TRANSFERABILITY PROVISIONS.** This Agreement or any of the benefits hereunder can neither be transferred nor assigned by the Client and/or MEMBER to any other person. Any purported assignment or delegation of this Agreement is null and void and can be considered as breach of this Agreement.

SEC. 13.3 **AUTHORITY TO EXAMINE MEDICAL RECORDS.** The CLIENT and/or MEMBER hereby represents and warrants that, at the time of the effectivity of this Agreement and effectivity of coverage, it has authorized MediCard and any of its authorized representatives to obtain, examine and process the MEMBER's personal information, including the medical records of their hospitalization, consultation, treatment or any other medical advice in connection with the benefit/claim availed under this Agreement;

The CLIENT and/or MEMBER shall hold MediCard 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 MediCard or any of its directors, stockholders, officers, employees, agents, or representatives in connection with or arising from the use by MediCard of the MEMBER's medical records and other personal information pursuant to this Agreement.

SEC. 13.4 **CONFIDENTIALITY.** The Client and/or MEMBER 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 MediCard, 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 MediCard 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 MediCard; (iv) any vendor, names, customer, 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 MediCard; (vi) all intellectual or other proprietary or material information of MediCard; (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 MediCard. All information which the Client and/or MEMBER acquires or becomes acquainted with during the period of this Agreement, whether developed by MediCard or by others, which the Client and/or MEMBER has a reasonable basis to believe to be Confidential Information, or which is treated, designated and/or identified by MediCard 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 as Confidential Information.

SEC. 13.5 **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 MediCard, any additional amount due shall automatically be charged to the Client and/or 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.

SEC. 13.6 **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.

SEC. 13.7 **NOTICES.** All notices, demands and other communications required or permitted hereunder shall be made in writing and sent to the Parties addresses indicated herein. All notices sent by MediCard to the Client and/or MEMBER address indicated herein shall be considered validly sent unless Client and/or MEMBER has notified MediCard of the change of address.

SEC. 13.8 **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.

SEC. 13.9 **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. 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 632-5238461 to 70 and email address publicassistance@insurance.gov.ph. The official website of the Insurance Commission is www.insurance.gov.ph.

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