

**MediCard H.E.R.O.
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

TERMS AND CONDITIONS

I. DEFINITION OF TERMS

1. **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.
2. **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.
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. **ANESTHESIOLOGIST** - A specialist duly licensed and registered to administer anesthetic agents and conduct other anesthesia procedures during medical operation.
5. **ANNUAL BENEFIT LIMIT (ABL)** – The maximum aggregate limit in availing the applicable benefits and services, limited to covered illnesses on a per member per year.
6. **APPLICATION FORM** – form that contains underwriting questions that the member must fully and accurately complete. It is used to assess eligibility, health risks and applicable coverage terms.
7. **ATTENDING PHYSICIAN** – An Accredited Physician who is part of the medical staff of an Accredited Hospital, and legally responsible for the care given to a MEMBER while in the hospital or on Out-Patient basis.
8. **AUTHORIZED REPRESENTATIVE** - A person duly authorized by MediCard to approve the provision of medical services or claims reimbursements to a MEMBER.
9. **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.
10. **COMPLEX DIAGNOSTIC EXAMINATIONS** - Procedures which may or may not be invasive in nature involving use of nuclear/radionuclide scans, digital imaging, fiberoptic/video endoscopy, markers/dyes and specific modalities listed in "Schedule A - Benefit Coverage."
11. **CONVALESCENT CARE OR REHABILITATION CARE** - The restoration of a person's ability to function as normally as possible after a disabling illness or injury.
12. **CUSTODIAL OR MAINTENANCE CARE** - Care furnished primarily to provide room and board (which may or may not include nursing care, training in personal hygiene and other forms of self-care and/or supervisory care by a physician); or care furnished to a person who is mentally and physically disabled and:
 - a. who is not under specific medical, surgical or psychiatric treatment so as to reduce the disability to such extent necessary as to enable them to live outside an institution providing such care; or
 - b. when, despite such treatment, there is no reasonable likelihood that the disability will be so reduced.

13. **DEVELOPMENTAL, CONGENITAL CONDITION, BIRTH DEFECT** - A medical abnormality existing at the time of birth as well as neonatal physical or mental abnormalities developing thereafter because of causal factors or conditions present at the time of birth.
14. **DISABILITY** - An Illness or Injury and any symptoms, sequelae, or complication thereof requiring treatment. All injuries arising from the same event or series of continuous events are considered as one Disability.
15. **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.
16. **DISEASE COMPLICATION** – Any illness, injury or adverse medical condition that is caused by or is a consequence of an identifiable disease process. A disease complication shares the same limit as the primary disease which caused it.
17. **DOMICILIARY CARE** - Care provided because care in the patient's home is not available or unsuitable.
18. **DURABLE MEDICAL EQUIPMENT** - As determined by the MediCard, medically prescribed items of medical equipment for repeated use, owned or rented, such as but not limited to crutches and wheelchairs which are placed in the home of a MEMBER to facilitate treatment and/or rehabilitation of Illness or Injury.
19. **EFFECTIVE DATE** - The date the Agreement commences as specified in this Agreement.
20. **ELIGIBLE EXPENSES** - Expenses incurred in the treatment of a covered Illness or Injury which are Medically Necessary and not exceeding the limits in “Schedule B – Membership Fees. ”
21. **EMERGENCY CONDITION** - A life threatening or accidental Injury or a sudden and unexpected onset of a condition or Illness which at the time of the occurrence reasonably appears to have the potential of causing immediate disability or death, or which requires the immediate action or alleviation of pain or discomfort. These Illnesses or injuries require urgent medical or surgical care and attention which the MEMBER secures immediately after the onset or as soon as the care may be made available.
22. **ENROLLEE** – any individual who desires to be a member of MediCard and is in the process of complying with the requirements of MediCard membership.
23. **EPIDEMIC** – This refers to a sudden increase in the number of cases of a Disease above what is normally expected in a particular population, community, or region. An Epidemic may be limited to one location or spread across multiple areas and may be officially declared by the Philippine Department of Health (DOH), World Health Organization (WHO), or any competent public health authority.
24. **EXPERIMENTAL TREATMENT/PROCEDURE** - refers to any healthcare intervention, including Drugs or medications, medical treatments, diagnostic or therapeutic procedures, and medical devices, that are investigational, unproven, or not approved for general clinical use.
25. **EXPIRY DATE** - The date the Agreement is scheduled to terminate.
26. **EXTRAORDINARY EVENT or FORCE MAJEURE** – These are events or circumstances that materially affect the ability of the MediCard to perform its obligations under this Agreement, which includes the following, but is not limited to:
 - a. Acts of God such as typhoons, earthquakes, floods or other natural disasters; Pandemics, Epidemics, or Public Health Emergencies, whether local or global in scope, as recognized by the DOH, the President of the Philippines, or the WHO, including those under Republic Act No. 11332;
 - b. War, armed conflict, civil unrest, acts of terrorism, rebellion or insurrection;

- c. Governmental restrictions, including lockdowns, quarantines, border closures or orders that affect the delivery or availability of healthcare services;
 - d. Systemic disruptions such as prolonged power outages, cyberattacks, or failure of critical infrastructure necessary to administer healthcare plans.
27. **HAZARDOUS ACTIVITY** - refers to actions or pursuits that pose a high risk of significant injury, harm or death due to their inherently dangerous nature. These activities require specialized training, heightened precautions, and strict adherence to safety regulations.
28. **ILLNESS** - A poor health or poor physical condition marked by a pathological deviation from the normal healthy state caused by disease or sickness.
29. **IN-PATIENT** - A person who has been admitted to a hospital as a registered bed patient and is receiving services under the direction of a MediCard accredited physician.
30. **INJURY** - Physical damage or trauma arising wholly and exclusively from an Accident or other events of violent or external, and visible nature.
31. **INVOICE** – The billing duly issued by MediCard on or before the due date of payment reflecting Membership Fees and other monetary obligations, if any, payable by MEMBER.
32. **LETTER OF AUTHORIZATION (LOA)** – Duly issued by MediCard to, and signed by, the MEMBER which shall serve as the authority of the latter to avail of the medical services.
33. **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.
34. **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 and hospitals.
35. **MEDICAL DIRECTOR (in an HMO set-up)** - 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.
36. **MEDICALLY NECESSARY** - A medical service, as determined by MediCard, which is (a) consistent with the diagnosis and customary medical treatment of the condition, (b) in accordance with the standards of managed care and good medical practice, (c) not for the convenience of the MEMBER or the Accredited Physician, (d) performed in the most cost effective manner required by the medical condition and (e) consistent with the terms and conditions of this Agreement.
37. **MEDICAL SERVICE UNITS/TEAMS** - A group of MediCard physicians and other allied health professionals, who will carry out the delivery of MediCard medical and hospital services to MediCard MEMBERS.
38. **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.
39. **MEDICARD IDENTIFICATION CARD** - The identification card issued to the MEMBERS for their identification. It contains the MEMBER's name, account number and validating signature.

40. **MEDICARD RELATIVE VALUE (MRV)** - based on what it would have cost MediCard if an accredited physician rendered the service in an accredited hospital.
41. **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.
42. **MEMBER** - One who has been accepted for Membership by MediCard after complying with the Eligibility provision and is currently enrolled under this Agreement.
43. **MEMBERSHIP** - Refers to membership in MediCard, pursuant to this Agreement.
44. **NON-DISCLOSURE** – Refers to the failure to declare, or fully declare, material facts – those that could influence the underwriter’s decision to accept the risk or determine the appropriate terms and conditions of coverage.
45. **OUT-PATIENT** - A person receiving medical services under the direction of a MediCard physician, but not as an in-patient.
46. **PANDEMIC** – This refers to the outbreak of an infectious Disease that spreads across multiple countries or continents and affects a large proportion of the population, causing substantial public health, social and economic disruption. It is typically characterized by sustained person-to-person transmission of a novel or previously uncontrolled pathogen.

For purposes of this Agreement, a Pandemic shall be deemed to exist upon:

1. formal declaration by the WHO, or
 2. official recognition by the Philippine DOH, or
 3. reasonable determination by either Party based on credible public health guidance from international or national authorities.
47. **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 civil degree of consanguinity and affinity.
 48. **PRIVATE NURSE** - A licensed nurse providing close observation and performing special treatments, which are certified as Medically Necessary by the Attending Physician.
 49. **PROFESSIONAL FEES** - Fees paid to licensed medical professionals including but not limited to Occupational Therapists, Physiotherapists, Attending Physicians, Surgeons, Anesthesiologists, or Pathologists.
 50. **ROOM AND BOARD ACCOMMODATION** - The pre-assigned type of hospital room and board by MediCard to the MEMBER based on the benefit and coverage of the health care plan under this Agreement.
 51. **SURGERY** - The branch of medicine dealing with manual or operative procedures for the correction of deformities and defects, repair of injuries, diagnosis and cure of certain diseases. This includes surgery performed in an out-patient setting for a covered Illness or Injury.

II. **BENEFITS AND COVERAGES**

All the benefits provided for in this Agreement are detailed in “Schedule A – Benefit Coverage,” and subject to the following terms and conditions:

1. For In-Patient emergency services, all limits are inclusive of room and board, operating room charges, professional fees and other incidental expenses relative to the procedure. A Letter of Authorization (LOA) together with other necessary documents shall be issued by MediCard prior to confinement. The annual benefit limit shall be inclusive of consultations, diagnostic procedures and hospitalization. Before being discharged from the Hospital, a MEMBER must fill up the prescribed discharge form and settle that portion of the medical bill not covered by the Agreement. That portion of the bill covered by the Agreement shall be settled directly by MediCard with the hospital and/or Attending Physician(s).
2. In case a MEMBER is simultaneously covered under another health maintenance agreements with MediCard, the MEMBER shall not use the benefits of his other MediCard coverage (if any) simultaneously with the benefits of this MediCard Health Program Agreement, the MEMBER on a per confinement basis, shall only avail of the benefits accruing from one agreement. The MEMBER must choose which agreement will apply and his/her confinement will be governed by the terms and conditions and the limits of the agreement of his/her choice. The provision is without prejudice to the other benefits availed of by the MEMBER under another agreement which may apply for other confinements.
3. Hospitalization or in-patient coverage of a MEMBER will depend on his/her final diagnosis. All diagnostic procedures will only be covered if results are within inclusions of this Agreement.
4. All MediCard patient-MEMBER are considered to be patients of the MediCard Medical Director handled by his authorized designates. As such, coverage or non-coverage shall be upon his/her discretion after proper consultation with the concerned accredited physician.
5. In all circumstances, whether related to In-patient, Emergency Care Services or other benefits, MediCard reserves the right to validate whether treatment to be received or that has been received is Medically Necessary, an Emergency Condition, and/or the illness or condition is covered under the provisions of this Agreement as defined under Eligible Expenses.

III. **CLAIMS AND REIMBURSEMENTS**

1. REIMBURSEMENT PROCEDURE

All claims for reimbursement must be submitted or forwarded to MediCard Head Office within thirty (30) calendar days after discharge from the hospital. Failure to do so shall invalidate the claim, except if it can be shown in writing that it was not reasonably possible to furnish such documents within thirty (30) calendar days.

All proof of claim must be submitted in the English language and if in another language, the translation shall be at the expense of the member.

Required documents in availing reimbursement:

- a. Emergency confinement in non-accredited hospital attended to by a non-accredited doctor
 - Duly filled-up claim form
 - Clinical Abstract
 - Medical Certificate to include complete final diagnosis
 - Surgical/Operative report if an operation was done
 - Original Official Receipt paid to hospital and doctor
 - Hospital statement of account and corresponding charge slips
 - Police report if due to accident or medico-legal case
 - Incident report why MEMBER was confined in a non-accredited hospital

- b. Emergency confinement in an accredited hospital attended to by a non-accredited doctor
 - Duly filled-up claim form
 - Clinical Abstract
 - Medical Certificate to include complete final diagnosis
 - Original Official Receipt paid to the hospital and doctor
 - Hospital statement of account and corresponding charge slips
 - Police report if due to accident or medico-legal case
 - Incident report or proof that MediCard accredited doctor was not available during the time of confinement
- c. Out-Patient emergency consultation/treatment by a non-accredited doctor in areas where there are accredited Hospitals.
 - Medical Certificate to include complete final diagnosis
 - Original Official Receipt paid to the doctor
 - Incident report
 - Police report if due to accident or medico-legal case
- d. Out-Patient emergency consultation/treatment by a non-accredited doctor in areas where there is no accredited Hospital.
 - Medical Certificate to include complete final diagnosis
 - Original Official Receipt
 - Incident report
 - Police report if due to accident or medico-legal case

2. RECONSIDERATION OF DENIED REQUEST FOR PAYMENT

If a request for payment is denied, the MEMBER or the MEMBER's authorized representative may appeal the decision of MediCard by filing a written request with MediCard Head Office within thirty (30) calendar days after receiving an adverse decision. The request must set forth why the MEMBER believes that the decision was in error. The MEMBER may examine pertinent documents not subject to "privileged communication" (as discussed in Rule 130, Section 24 of the Rules of Court) or disclosure and may submit additional written statements for consideration of the appeal.

Upon completion of the procedure, the MEMBER will receive a written notice stating the MediCard's final decision and the reason for such decision.

3. FRAUDULENT CLAIMS

If any claim under this Agreement is in any respect fraudulent, all benefits payable and/or paid in relation to that claim shall be forfeited and if deemed appropriate, recoverable, respectively.

4. PHYSICAL EXAMINATION AND AUTOPSY

MediCard shall have the right and opportunity to examine the MEMBER when and as often as it may reasonably require during the pendency of claim hereunder, and the right and opportunity to make an autopsy in case of death, where it is not forbidden by law.

5. BENEFIT PAYMENT

- a. All benefits payment shall be in PHILIPPINE PESO.
- b. If a MEMBER incurs Eligible Expenses during the effectivity of this Agreement, MediCard will pay benefits in accordance with "Schedule A - Benefit Coverage" of this Agreement. MediCard will pay the Eligible Expenses after application of any stipulated co-payment or other deductions that may apply.

- c. Benefits will not exceed the total medical expenses when combined with other health care or medical coverage in force or organizations or which are provided free of charge in government or private facilities.
- d. MediCard reserves the right to deny Claims for Reimbursement if the procedures and requirements have not been strictly complied with.

6. PAYMENT OF CLAIMS

All benefits that pertain to a MEMBER will be paid by check, online bank transfer, or digital payment system to the order of Principal Member, unless the Principal Member requests otherwise, or HMO, in its discretion, considers it preferable to make the payment in another manner. In case of death of a MEMBER during the contract period, any benefit due but remaining unpaid shall be paid to the first surviving class of the following classes of successive preference of beneficiaries: the MEMBER's (a) widow or widower; (b) surviving children; (c) surviving parents; (d) surviving brothers and sisters; and (e) executors or administrators.

IV. EXCLUSIONS AND LIMITATIONS

1. HOSPITALIZATION

- a. Coverage shall be limited to emergency confinement and shall not extend to elective cases. All confinement shall be upon recommendation of the health program holder's MediCard accredited Physician, or the MediCard Medical Director or the Emergency Room Resident Physician of the MediCard Accredited Hospital who decides to admit MediCard patient-MEMBER in cases of Emergency Condition and subject to the term Medically Necessary.
- b. Hospital bills for the following hospital services shall be charged to the account of the MediCard patient-MEMBER: services of a private nurse or doctor, use of extra food and/or bed, T.V., electric fan, video/audio disc player, ID bracelet, thermometer and all other items not directly related to the medical management of the patient.
- c. Hospitalization and treatment outside the Philippines are not covered except where there is a coverage for "Emergency Care Services in Foreign Countries," explicitly indicated in "Schedule A - Benefit Coverage" of this Agreement.
- d. MediCard is not responsible and will not recognize any hospital bills incurred by a MEMBER in hospitals not accredited by MediCard, except for emergency care services under the terms provided in this Agreement.
- e. Cost of hospitalization, medical services, medicine and other expenses incurred as a result of a MEMBER's decision to avail of such hospitalization, medical services, treatment or procedure, not prescribed or contrary to what has been prescribed by the MediCard attending physician, not Medically Necessary or outside Eligible Expenses, or without MediCard's express written report shall not be shouldered by MediCard.

2. OUT-PATIENT SERVICES

- a. Prescribed Medicines on an out-patient basis are not provided by MediCard-owned Clinics or Medical Service Units.
- b. Second opinions and cost of treatment incurred in non-accredited Hospital or Clinic should the MEMBER unilaterally decide to seek such recourse are not covered.

3. EXCLUSIONS

- a. Services which a MEMBER receives from a non-MediCard Physician, non-MediCard Accredited Hospital or other provider of care, Accredited Physician in non-MediCard Accredited Hospital or other provider of care, except as described in the emergency care in non-MediCard hospitals, as provided for in this Agreement;
- b. Hereditary and/or congenital defects of whatever form;
- c. Sensorineural hearing impairments except those acquired during time of membership;
- d. Plastic and reconstructive surgery for cosmetic purposes and for physical congenital deformities and abnormalities;
- e. Dermatological care for aesthetic purposes such as electrocautery or chemical treatment for skin tags, xanthelasma, milia, keloids, scars, etc. on any exposed areas of the body;
- f. Guillain-Barre syndrome, multiple sclerosis, demyelinating disease, Parkinson's disease, Alzheimer's disease, Myasthenia Gravis, epilepsy, seizure disorder and other autoimmune neurological disease;
- g. Slipped disc, scoliosis, spinal stenosis and spondylosis;
- h. AV malformation and aneurysms which are considered congenital except only those unequivocally proven to be acquired secondarily;
- i. Corrective eye surgery for error of refraction including laser surgery for correction of myopia and hypermyopia;
- j. Psoriasis, vitiligo;
- k. Experimental Treatment/Procedure (as defined), acupuncture, acupressure, reflexology and chiropractic therapy;
- l. Services to diagnose and/or reverse infertility or fertility and virility/potency (erectile dysfunction);
- m. Open heart surgeries, angioplasties, valvuloplasties, permanent pacemaker insertion, intracoronary thrombolysis, balloon valvuloplasties, transvenous endocardial biopsy, percutaneous intraaortic balloon pump insertion, balloon atrial septostomy and other surgeries related to the heart; previous craniotomy sequelae; organ transplantation; and all their complications;
- n. Diagnostics for hypersensitivity and desensitization treatment;
- o. Purchase or lease of durable medical equipment, oxygen dispensing equipment and oxygen except during hospital confinement under the Hospital Confinement Benefit;
- p. Corrective appliances and artificial aids and prosthetic devices;
- q. Human blood products like platelets, packed RBC, plasma, gamma globulin, etc. and its processing;
- r. Psychiatric and psychological illnesses including neurotic and psychotic behavior disorders;
- s. Treatment for alcoholic intoxication and drug addiction or overdose reaction to use of prohibited drugs including illnesses directly related to it and other injuries attributed as a result of it;

- t. Rehabilitation treatment, physical, speech, occupational and hormonal therapies;
- u. Developmental disorders, metabolic diseases, sleep and eating disorders;
- v. Sexually transmitted diseases such as Hepatitis B, condyloma, gonorrhea, syphilis, herpes, etc. and their attendant complications;
- w. Pelvic inflammatory disease, tubo-ovarian abscess, pyosalpingitis, etc.;
- x. Human Immunodeficiency Virus (HIV) or Acquired immunodeficiency syndrome (AIDS);
- y. Hazardous job-related illnesses and/or injuries;
- z. Physical examinations required for obtaining or continuing employment, insurance or government licensing, health permit, requirement in school and other similar purposes;
- aa. Injuries or illnesses resulting from participation in war-like or combat operations, riots, insurrection, rebellion, strikes and other civil disturbances;
- ab. Treatment of Illnesses, self-inflicted Injuries or Injuries attributable to the MEMBER'S own misconduct, gross negligence, use of alcohol and/or drugs, vicious or immoral habits, participation in act of crime, violation of a law or ordinance, unnecessary exposure to imminent danger or hazard to health;
- ac. Treatment of injuries or illnesses caused directly or indirectly by engaging in any professional sport or hazardous activity such as but not limited to scuba diving, surfing, water skiing, mountain climbing, rock climbing, mountaineering, parachuting, airsoft, drag racing, paintballing, wakeboarding and bungee jumping;
- ad. Maternity care and other conditions as a result of pregnancy unless specifically provided;
- ae. Custodial, domiciliary care, convalescent and intermediate care;
- af. Oral surgery for purposes of beautification, temporomandibular joint disease (TMJ) surgery done by dental practitioner;
- ag. Circumcision, except for correction of Phimosis;
- ah. Treatment of injuries sustained in a motor vehicle accident if the MEMBER or his guardian fails or refuses to execute the Deed of Subrogation specified in Article XI, Section 16 of this Agreement;
- ai. Professional fees of medico-legal officers and fees in securing any form of doctor's certificate, clearance and the like;
- aj. Diagnosis of unknown etiology or the absence of any organic dysfunction;
- ak. Cost of vaccines for active and passive immunization except as otherwise provided for in this Agreement;
- al. Laboratory examinations for screening sexually related illnesses and injuries;
- am. Infectious Diseases that may arise in times of Epidemic or Pandemic; and

an. Any condition or illness waived upon membership except as otherwise provided for in this Agreement.

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

- a. Delay or failure to render services due to major disasters, brownouts or Epidemic or Pandemic 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.
- e. Any act, omission, negligence or malpractice of Accredited Hospitals, Clinics and Physicians/Doctors, being independent contractors, in connection with medical services rendered.
- f. Any services or benefits not expressly stated under Schedule A – Benefit Coverage, regardless of whether such terms appear in the general clauses or Definition of Terms.

5. EXTRAORDINARY EVENT OR FORCE MAJEURE

- a. MediCard shall not be held liable for any delay, interruption, or failure to perform its obligations under this Agreement where such delay or failure is due to any Extraordinary Event or Force Majeure.
- b. In such events, MediCard reserves the sole right, at its discretion, to implement temporary or continuing adjustments to service delivery mechanisms, provider networks, clinical protocols, benefit structures, or utilization controls, as may be required to comply with regulatory directives or to ensure continued operation of the healthcare program. MediCard shall provide written notice to the MEMBER prior to or as soon as practicable following the implementation of such changes.
- c. If the Extraordinary Event of Force Majeure results in a sustained or material increase in claims utilization, cost of services, or operational disruptions, MediCard shall have the right to initiate a review and adjustment of premium rates or benefits.

Such adjustments shall be based on MediCard's internal actuarial assessment and shall take effect upon written notice to the MEMBER.

V. MEMBERSHIP ELIGIBILITY

1. Client should be at least 18 years of age and has capacity to contract and perform his/her obligations under this AGREEMENT.
2. Coverage applies to a MEMBER who is at least 15 days old and up to 65 years of age.

VI. PHILHEALTH/ECC PROVISION

It is hereby declared and agreed that hospitalization benefits due under the PhilHealth, Employee Compensation Commission (ECC) program and such other relevant government-mandated benefits (e.g., Senior Citizen discount, PWD discount, etc.) 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, ECC and government-mandated benefits. MediCard will not pay or advance the costs of such benefits, nor be responsible for filing any claims under PhilHealth, ECC and the relevant government agency.

[Note to IC: This provision may be modified in compliance with any PhilHealth or government issued directive amending the said provision.]

VII. EFFECTIVITY AND DURATION OF THIS AGREEMENT

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.
2. This Agreement automatically terminates upon expiration of the one-year period or upon death of the member and does not automatically renew. The virtual card sent by MediCard via email or the physical card issued by MediCard shall be considered as proof of effectivity of membership.
3. The Client is not allowed to repurchase the product for the same MEMBER within the one-year contract period.
4. Any aggrieved party may pre-terminate this Agreement for cause (i.e., any act of bad faith, breach of agreement, etc.), save in cases cited below, upon service of thirty (30) calendar days notice to the other party. MediCard shall have the right to immediately terminate this Agreement in the event that: (a) any material misrepresentation; or warranty made by the MEMBER is false or untrue; or if the MEMBER commits any act with the intent to defraud MediCard; or (b) the MEMBER's non-payment of appropriate fees and other obligations subject to agreed payment terms.
5. **Free Look Provision.** The MEMBER may terminate this Agreement by submitting a written notice, signed by the member, within fifteen (15) calendar days from receipt of the contract by the member or any of the member's authorized representatives. 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 provided no claim has been incurred and submitted to MediCard. 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 services availed of by the MEMBER within the fifteen (15) day period shall also mean acceptance by the MEMBER of all the terms and conditions of this Agreement. This Free Look Provision shall not apply during subsequent purchases of the same product.
6. The MEMBER may terminate this Agreement for justifiable reasons at any time by giving a written notice to MediCard at least thirty (30) calendar days prior to the intended termination date. The MEMBER 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 MEMBER. This shall be without prejudice to the right of MediCard to collect Client's obligations which have become due and demandable.
7. Membership coverage shall automatically terminate when: (a) the MEMBER has fraudulently availed himself/herself of the benefits or has material misrepresentation or misstatements for the purpose of availing the benefits; or (b) when the MEMBER fails to observe the terms and conditions of this Agreement with utmost good faith.
8. In all cases, termination shall be without prejudice to the right of MediCard to collect MEMBERS 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 MEMBER.

- 9. The termination of this Agreement will not hold MediCard responsible to provide the medical and health care services described herein to such enrolled MEMBERS, who are still confined in any of the MediCard Accredited Hospitals or undergoing emergency treatment in non-accredited hospitals at the time of the termination of this Agreement. However, only the hospital charges applicable up to the time of termination of the Agreement will be paid by MediCard.
- 10. In case of pre-termination under Article VII, Section 4 hereof, where the MEMBER is the aggrieved party entitled to a refund, annual benefit limits as well as other benefits with limits will be pro-rated according to the number of months where applicable membership fees were made. All benefits availed beyond determined limits will be deducted from refundable fees, or will be billed to the MEMBER, as the case may be. The provision of Article VIII, Section 3 shall apply.
- 11. 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.

VIII. PAYMENT TERMS AND CONDITIONS

- 1. **MEMBERSHIP FEE.** The Principal Member with respect to this Agreement, agrees to pay MediCard the full membership fee as specified in “Schedule B – Membership Fees”.
- 2. **APPLICATION OF PAYMENT.** All payments received by MediCard from the MEMBER shall be applied to the Invoices, in the order of respective due dates, starting from the earliest. Payment will be applied to the interest or penalty first before applying it to the principal amount.
- 3. **REFUND/CREDIT OF MEMBERSHIP FEE.** In cases where the MEMBER is the aggrieved party and coverage is terminated or cancelled through no fault of the MEMBER, the unused pro rata Membership Fee paid shall be refunded to the Client or MEMBER, provided that the MEMBER has not availed any benefits under this Agreement 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 P100.00 shall be deducted from the refundable amount.

Once the refund is paid, any pending claims will no longer be processed, and any subsequent claims filed will not be honored.

IX. MEMBERSHIP

- 1. Enrollees who are approaching age of ineligibility must be enrolled at least six (6) months counting from the date of effectivity up to the date that the enrollees become ineligible for them to be accepted as MEMBERS (i.e. If age of eligibility is up to 60 years old, only applicants who are 60 years and 6 months old and younger will be accepted for membership). An enrolled MEMBER who reaches the age of ineligibility but has paid in full may continue to enjoy coverage until the end of the Agreement period.

2. MEMBERSHIP REQUIREMENT

- a. The MEMBER undertakes to submit to MediCard the following:
 - a.1 Valid Identification Card
- b. MediCard undertakes to furnish the MEMBER the following:
 - b.1 Membership application forms to be filled by the MEMBERS;
 - b.2 MediCard Identification Card
 - b.3 this Agreement
- c. The Identification Cards merely provide information about the MEMBER and do not constitute this Agreement and neither do they guarantee the delivery of the benefits herein contained.

X. MATERIAL MISREPRESENTATION OR NON-DISCLOSURE

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:

- a. 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;
- b. it would have revealed the existence of a "dreaded disease" as defined under Article XI, Section 2;
- c. it would be determinative of an "exclusion" as defined under Article IV;
- d. 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; or

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 and all amounts already refunded to the MEMBER including administration fee.

XI. GENERAL PROVISIONS

1. **ENTIRE AGREEMENT.** This Agreement together with its Annexes and the Applications for Membership altogether constitute the entire agreement between MediCard and the MEMBER, and no statement, promise or inducement made by or through any other party not contained herein shall be binding or valid. All statements and information contained in the MEMBER's Application Form shall be deemed representations and warranties made by the MEMBER himself for purposes of applying the provisions of this Agreement. The Conforme Letter or any agreement between the Parties shall constitute as execution of this Agreement by the Parties. This Agreement supersedes all prior undertakings, arrangements, representations, agreements, whether valid or verbal between the Parties. All services and benefits arising out of this Agreement are valid only in the Philippines. Any amendment to this Agreement must be approved by MediCard and shall form part of this Agreement. Unless agreed by the Parties in writing, no such alteration or endorsement

shall affect any agreement issued prior thereto. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. It is hereby agreed that the venue for actions arising out of this Agreement shall be in Makati City, Philippines.

2. **DREADED DISEASES.** Potentially or actually life threatening conditions. They may also be illnesses that may require unusually or uncustomary prolonged or repeated hospitalization and may likewise require intensive care management. These are enumerated but not limited to the following illnesses/conditions which are considered as dreaded disease:
 - a. Cerebrovascular Accident (stroke)
 - b. Central Nervous System lesions (Poliomyelitis/Meningitis/Encephalitis/Neurosurgical conditions)
 - c. Cardiovascular Disease (Coronary/Valvular/Hypertensive Heart Disease/Cardiomyopathy)
 - d. Chronic Obstructive Pulmonary Disease (Chronic Bronchitis/Emphysema), Restrictive Lung Disease
 - e. Liver Parenchymal Disease (Cirrhosis, Hepatitis (except Type A), New Growth)
 - f. Chronic Kidney/Urological disease (Urolithiasis, Obstructive uropathies, etc.)
 - g. Chronic Gastrointestinal Tract Disease requiring bowel resection and/or anastomosis
 - h. Collagen Diseases (Rheumatoid Arthritis, Systemic Lupus Erythematosus)
 - i. Diabetes Mellitus and its complications
 - j. Malignancies and Blood Dyscrasias (Cancer, Leukemias, Idiopathic Thrombocytopenic Purpura)
 - k. Injuries from accidents or assaults, frustrated homicide or frustrated murder; subject to police report
 - l. Single or Multiple Organ Dysfunction Syndrome (MODS) and Multiple Organ Failure (MOF)
 - m. Complications of an apparent ordinary illness including MODS and Systemic Inflammatory Response Syndrome (SIRS), (e.g., sepsis due to pneumonia, typhoid ileitis, Kawasaki disease, cerebral malaria, etc.)
 - n. Conditions that may require dialysis
 - o. Chronic pain syndrome (greater than six weeks)
 - p. Any illness other than the above which would require Intensive Care Unit confinement

MediCard shall pay for the consultation and hospitalization services, as herein defined, of a MEMBER for "dreaded disease" up to the stated maximum amount or limit as specified in "Schedule B – Membership Fees," "per member per year."

3. **GENERAL PROVISIONS FOR ROOM ACCOMMODATION**

If a MEMBER occupies a room higher than what he/she is entitled to, during confinement except during emergency care, he/she shall share in the medical expenses according to the following formula:

- a. If a MEMBER occupies a higher priced room of the same category, the MEMBER shall pay for the excess on Room & Board:

Computation:

(Rate of room occupied minus maximum Room and Board) multiplied by
(No. of days confined)

- b. If a MEMBER occupies a room one or more category/ies higher than what he/she is entitled to, the MEMBER shall pay for the incremental cost on hospital expenses and professional fees and the excess on Room & Board.

- Incremental cost for hospital expenses:
(Total hospital bills minus total Room and Board charges minus disapproved charges) multiplied by 30%
- Incremental cost for professional fees:
Medical case: $MRV^* \text{ Actual Room} - MRV^* \text{ Assigned Room}$
Surgical case:
Ward to Private Room: $MRV^* \text{ Private} - MRV^* \text{ Ward}$
Private Room to Suite: $MRV^* \text{ Suite} - MRV^* \text{ Private}$

Note: *MRV – MediCard Relative Value

4. **EXCESS CHARGE.** Services availed by a MEMBER in excess of the coverage or allowable limit shall be settled by the MEMBER directly with the hospital. Failure of the MEMBER to settle the excess charges shall necessitate MediCard to bill the MEMBER, all excess charges with corresponding twenty percent (20%) service fee, plus _____% VAT, payable within fifteen (15) calendar days from receipt of billing. Otherwise, a corresponding penalty of one percent (1%) per month will be incurred. If the bills, including penalty charge remain unpaid after thirty (30) calendar days, the concerned MEMBER shall cease to be entitled for coverage until after bills have been settled in full.
5. **NON-TRANSFERABILITY PROVISIONS.** This Agreement or any of the benefits hereunder can neither be transferred nor assigned by the 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.
6. **AUTHORITY TO EXAMINE MEDICAL RECORDS.** The 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 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.

7. **MISCELLANEOUS PROVISION.** 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 Medical Service Units/Teams and its Accredited Hospitals/Clinics are hereby released from any liability by reason of such disclosure.
8. **CONFIDENTIALITY.** The 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 MEMBER acquires or becomes acquainted with during the period of this Agreement, whether developed by MediCard or by others, which the 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.

9. **DATA PRIVACY.** MediCard ensures that the privacy of its customers, MEMBERS, patients, employees and accredited individuals is protected and managed. As such, MediCard shall only collect, use, disclose, retain and transfer personal information relevant to the purposes for which it was collected and, in a manner, set out in MediCard's Privacy Policy and Privacy Notice found in <website address>.
10. **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 MEMBER in addition to the fees stated therein. Future taxes, levies or fees referred herein are only those that affect the quoting of Membership Fee (Ex. 12% VAT), other future taxes, levies or government impositions that do not affect the quoting of Membership Fee are therefore excluded.
11. **SANCTION LIMITATION AND EXCLUSION CLAUSE.** MediCard may, on such notice in writing as it may decide, terminate this Agreement at any time, whether with effect from inception of this Agreement or otherwise, in circumstances where the Client or any person or entity connected with this Agreement have exposed or may, in MediCard's opinion, expose it to the risk of being or becoming subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the [United Nations, European Union, the United Kingdom, the United States, the Philippines or any country with jurisdiction over the Client or MEMBER <list of Economic Sanctions Regimes may be modified>], or any other applicable economic or trade sanction laws or regulations. MediCard shall not thereafter be required to transact any business with the Client or MEMBER in connection with this Agreement, including but not limited to making or receiving any payments under this Agreement.

Without prejudice to the preceding paragraph, this Agreement shall not be deemed to provide cover and MediCard shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose MediCard to any, or any risk of, sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of [United Nations, European Union, the United Kingdom, the United States, the Philippines or any country with jurisdiction over the Client or MEMBER <list of Economic Sanctions Regimes may be modified>], or any other applicable economic or trade sanction laws or regulations.

12. **ARBITRATION.** Any difference arising between the 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.

13. **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.
14. **NOTICES.** All notices, demands and other communications required or permitted hereunder shall be made in writing and sent to the Parties addresses indicated herein.
15. **MEMBERS SATISFACTION SERVICE**

a. All requests and complaints from MEMBERS regarding the products and services shall be directed to MediCard’s channels for receiving concerns (i.e., walk-in, web portal, mobile application, social media, letter, email and telephone). The MEMBERS must provide complete and relevant information for the Consumer Assistance Team to effectively evaluate and address these requests and complaints within the prescribed turnaround times specified below.

COMPLAINTS, REQUESTS AND INQUIRIES	TIMELINE	
Acknowledgment	Simple or Complex	Within two (2) working days from receipt of complaint/request
Processing and resolution (assessment, investigation and resolution)	Simple	Within seven (7) working days from receipt of complaint/request
	Complex	Within forty-five (45) working days from receipt of complaint/request
Communication of resolution to requesting consumer	Simple	Within nine (9) working days from receipt of complaint/request
	Complex	Within forty-seven (47) working days from receipt of complaint / request
For inquiries	By next working day	

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

Telephone Number

: +632-8841-8080

Toll Free Number

: +1-800-1-888-9001 (PLDT/Smart)

: +1-800-8-944-8400 (Globe landline/mobile and Touch mobile)
- c. Open door policy. The Members shall have direct access to a network of one thousand fifty-two (1,052) accredited hospitals nationwide.

[Note to IC: Numbers will be updated as needed]

16. **RIGHT OF SUBROGATION.** MediCard medical and hospital services are extended to a MEMBER if the MEMBER's bodily injuries and fractures are claimed to have been caused by any act or omission of a third party through a motor vehicle. Provided, however, that the MEMBER executes an agreement to subrogate to MediCard whatever rights the MEMBER may have by reason of such accident or event that gave rise to such claim to the extent of the value of the services so rendered and that the MEMBER will undertake to assist MediCard in the successful recovery of the losses. The agreement to subrogate form is available at MediCard Head Office.

17. **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.
18. **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 +632-85238461 to 70 and email address publicassistance@insurance.gov.ph. The official website of the Insurance Commission is www.insurance.gov.ph.

SPECIMEN

Schedule A – Benefit Coverage

MediCard shall cover the following Emergency Conditions if the MEMBER is treated or admitted through the Hospital Emergency Room (ER), subject to the terms and limits of the in-patient and out-patient emergency care services.

1. Vehicular accidents and other forms of accidents not brought about by the MEMBER’s own negligence or misconduct or nor brought about by acts which are against the law of the Philippines (for vehicular accidents, vehicle registration (OR/CR) and driver’s license should be submitted).
2. Burns
3. Animal bites
4. Accidental chemical poisoning
5. Traumatic bleed
6. Bone fractures (especially compound or open fractures) from accidents
7. Head injuries (e.g., concussion or skull fracture)
8. Falls from a height
9. Meningitis (especially bacterial)*
10. Appendicitis*
11. Food poisoning (severe cases with dehydration or shock)
12. Choking
13. Dengue*
14. Smoke inhalation (from fires)
15. Sudden airway obstruction (e.g., foreign body aspiration)
16. Snake or insect bites (e.g., anaphylaxis from bee stings)
17. Carbon monoxide poisoning
18. Foreign object ingestion by kids (e.g., coins, batteries)
19. Febrile seizures in infants or toddlers
20. Sudden infant respiratory distress
21. Poisoning
22. Drowning or near-drowning
23. Electrocution
24. Severe head trauma
25. Bowel perforation (due to trauma only)
26. Chikungunya*
27. Cardiac tamponade (from trauma)
28. Toxic gas exposure (e.g., ammonia, chlorine)
29. Sudden vision loss due to trauma
30. Chemical burns to the eye
31. Leptospirosis*
32. Severe lacerations or bleeding

Note: Coverage for emergency conditions marked with () can be availed only after fifteen (15) calendar days from the membership effectivity date.*

I. IN-PATIENT EMERGENCY CARE SERVICES. The following hospitalization (In-Patient) services shall apply when MediCard physicians prescribe that the Emergency Condition will require hospitalization of MEMBER in any MediCard Accredited Hospital:

HEALTH CARE BENEFITS	COVERAGE/LIMIT
1. No deposit upon admission	Up to Annual Benefit Limit per member per year
2. Daily Room & Board – Regular Private	Up to Annual Benefit Limit per member per year
3. Hospital Services (per confinement) such as medically necessary prescribed and consumed	Up to Annual Benefit Limit per member per year

drugs and medicines, dressings, splints, plaster casts, x-ray, basic laboratory examinations, intravenous injections and solutions, costs for blood and/or blood's plasma transfusion procedures, and admission kit including ice cap & urine bag.	
4. Surgical Benefit (per confinement) subject to total inner limit, inclusive of a. Use of operating theatre and Recovery Room, including services and medications for general/spinal anesthesia or other forms of anesthesia deemed necessary for a surgical procedure b. Surgeon's fee (based on MediCard Relative Value) c. Anesthesiologist fee (fifty percent (50%) of Surgeon's fee)	Up to Annual Benefit Limit per member per year
5. Any modern therapeutic procedure required on the treatment of the emergency case	Up to Php 20,000 per member per year
6. Any modalities and/or diagnostic and treatment procedures for conditions with established etiologies and its use is only an alternative to the conventional methods	Up to Php 5,000 per member per year
7. Any diagnostic examinations and therapeutic procedures	Up to Php 5,000 per member per year
8. Doctor's visit (based on MRV)	Up to Annual Benefit Limit per member per year
9. Assistance in administrative requirements through the liaison officer	Up to Annual Benefit Limit per member per year

II. OUT-PATIENT EMERGENCY CARE SERVICES. The following will be provided to MEMBERS in the event of an Emergency Condition.

HEALTH CARE BENEFITS	COVERAGE/LIMIT
1. EMERGENCY CARE IN MEDICARD ACCREDITED HOSPITALS In cases of emergency where the MEMBER avails of the services of MediCard Accredited Hospitals, the following will be provided: a. Doctor's services b. Medicines used during treatment or for immediate relief c. Oxygen and intravenous fluids d. Dressings, plaster casts, and sutures e. Laboratory, x-ray and other diagnostic examinations directly related to the emergency management of the patient	Up to the annual benefit limit
2. EMERGENCY CARE IN NON-MEDICARD ACCREDITED HOSPITALS a. When a MEMBER is in immediate danger of losing a limb, eye or other parts of the body or is in severe pain that requires immediate relief and enters a non-MediCard accredited hospital for treatment. b. MediCard shall pay the said amount when it is verified that MediCard facilities were not used	MediCard shall reimburse eighty percent (80%) of the approved total hospital bills and of doctors's professional fees, based on MediCard relative value for accredited hospitals, up to P 20,000.00.

because to have done so would entail a delay resulting in death, serious disability or significant jeopardy to the MEMBER's condition or the choice of hospital was beyond the control of the MEMBER or the MEMBER's family. Other expenses not covered in using non-MediCard Accredited Hospitals for emergency care is follow up care	
3. EMERGENCY CARE IN FOREIGN COUNTRIES In cases of emergency where a member avails of services in a foreign territory.	MediCard shall reimburse one hundred percent (100%) of the approved total hospital bills and of doctor's professional fees, based on the MediCard relative value and in Philippine currency, up to P 20,000.00
4. EMERGENCY CARE IN AREAS WITHOUT ACCREDITED HOSPITALS In cases of emergency where a member avails of services in areas without accredited hospitals.	MediCard shall reimburse eighty percent (80%) of the approved total hospital bills and of doctor's professional fees, based on the MediCard relative value and in Philippine currency, up to P 20,000.00

MediCard will only cover cases within six (6) hours from the time of incident and within the annual benefit limit, subject to the conditions under exclusions and limitations.

- Note:
- 1. Medical evaluation is deemed waived.
 - 2. All benefits are subject to the conditions under exclusions and limitations.
 - 3. All inner limits are considered as aggregate for the whole contract period.

Schedule B – Membership Fees

[Indicate allowable hospital access (with and without access)]

Room & Board	Annual Membership Fee inclusive of 12% VAT	Annual Benefit Limit
Regular Private Room	P6,000.00	P60,000.00

MMC	Makati Medical Center	CSMC	Cardinal Santos Medical Center
TMC	The Medical City	SLMC-QC	St. Luke’s Medical Center – Quezon
AHMC	Asian Hospital & Medical Center	SLMC-Global	St. Luke’s Medical Center – Global
Note/s:	For in-patient services in hospitals where the enrolled room category is not being offered or not available, MEMBER may avail of a room with a lower category or comparable level. Any excess in room and board and incremental charges, if any, shall be shouldered by the MEMBER.		